



KOLKATA PORT TRUST

KOLKATA DOCK SYSTEM

MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT

8, Garden Reach Road, Kolkata-700 043

West Bengal

India

TENDER DOCUMENT

for

“Renovation of Bascule Bridge under Kolkata Dock System of Kolkata Port Trust.”

Notice Inviting Tender No.: KoPT/KDS/Mech/C/ADV/482 dated 24.04.2018

E-Tender No.: KoPT/Kolkata Dock System/CME/4/18-19/ET/57

Submission of details of item of works (Annexure-N) after Site Inspection : **23.05.2018**

Pre-bid meeting : **22.06.2018 at 11:00 hrs.**

Starting date of submission : **02.07.2018 by 12:00 hrs.**

Closing date of submission of Tender: **20.07.2018 by 14:00 hrs.**

Date of opening of techno-commercial bid: **20.07.2018 at 15:00 hrs.**

Tender Fee: Rs.5,900/- (Non-Refundable)

Chief Mechanical Engineer

**KOLKATA PORT TRUST
KOLKATA DOCK SYSTEM**

e-Tender for “**Renovation of Bascule Bridge under Kolkata Dock System of Kolkata Port Trust**”

NIT No. KoPT/KDS/Mech/C/ADV/482 dated 24.04.2018

TENDER NOTICE

Mechanical and Electrical Engineering Department of Kolkata Port Trust invites e-tender for “Renovation work of Bascule Bridge Kolkata Port Trust” as per the details specified herein the Tender Documents.

Tender Document may be downloaded from MSTC’s website www.mstcecommerce.com/eprochome/kopt, CPP Portal i.e. eprocure.gov.in and Kolkata Port Trust’s website www.kolkataporttrust.gov.in. Corrigenda or clarifications, if any, shall be hoisted in the above mentioned websites only.

SCHEDULE OF TENDER

NIT No.	KoPT/KDS/Mech/C/ADV/482 dated 24.04.2018
Mode of Tender	e-Procurement System (Online Part I – Techno-Commercial Bid and Part II - Price Bid) through www.mstcecommerce.com/eprochome/Kolkata Port Trust of MSTC Ltd. The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender is acceptable by Kolkata Port Trust.
e-Tender No.	KoPT/Kolkata Dock System/CME/4/18-19/ET/57
Date of NIT available to parties for downloading	25.04.2018
Submission of details of item of works (Annexure-N) after Site Inspection	23.05.2018 at office of the Chief Mechanical Engineer, 8, Garden Reach Road, Kolkata -700043
Date and time of Pre-Bid Meeting	22.06.2018 at 11 AM at office of the Chief Mechanical Engineer, 8, Garden Reach Road, Kolkata -700043
Earnest Money Deposit	Rs. 43,15,000/- (Rupees Forty Three Lakh Fifteen Thousand only) to be submitted as per clause no. 21 of Terms and Conditions of Tender (Annexure-B) .
Cost of Tender Document	Rs.5,900/- in the form of Banker’s Cheque or Pay Order or Demand Draft from any of the Nationalized/Scheduled Banks in India having branch in Kolkata drawn in favour of “Kolkata Port Trust” towards cost of Tender Document to be submitted as per clause no. 20 of Terms and Conditions of Tender (Annexure-B).
Transaction Fee	Rs 17,700/- Payment should be made by NEFT/Online in favour of MSTC Limited (Refer clause. No. 4 of Annexure -A).

Last date of submission of Tender Document Fee and Earnest Money	To be deposited at Mechanical & Electrical Engineering Department, 8, Garden Reach Road, Kolkata -700043 within 3 working days after opening of the techno-commercial bid. However, a scanned copy must be uploaded under the part-I i.e. techno commercial part of the eTender.
Last date of submission of Transaction Fee through NEFT/Online in favour of MSTC Limited, Kolkata.	<u>Three working days before the last date of closing of online bidding for the e-tender.</u>
Date of starting online submission of e-Tender (Techno-Commercial Bid and Price Bid) at www.mstcecommerce.com/eprochome/Kolkata a Port Trust	02.07.2018 at 12.00 hrs.
Date of closing of online e-tender for submission of (Techno-Commercial Bid and Price Bid).	20.07.2018 at 14:00 hrs.
Date and time of opening of Part-I (i.e. Techno-commercial Bid after confirmation of submission of Tender Document Fee and Earnest Money Deposit).	20.07.2018 at 15:00 hrs.
Date and time of opening of Price Bid (Part-II).	To be informed separately.

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Instructions to Tenderers

e-Tender No.: KoPT/Kolkata Dock System/CME/4/18-19/ET/57

This is an e-tendering event of Kolkata Dock System of Kolkata Port Trust. The e-tendering service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

You are requested to go through the terms and conditions (**Annexure-B**) of this tender before submitting your tender online. Tenderers who do not comply with the terms and conditions with documentary evidence (wherever required) shall be disqualified.

1.	<p>Process of e-Tender :</p> <p>(A) Registration: The process involves vendor's registration with MSTC's e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC or Kolkata Port Trust is not responsible for making such arrangement. Bids shall not be recorded without Digital Signature.</p> <p>(B). Vendors are required to register themselves online with www.mstcecommerce.com→ e-Procurement →Psu/Govt depts→Register as Vendor under KOLKATA PORT TRUST–Filling up details and creating own user id and password→ Submit.</p> <p>(C). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact the following persons of MSTC/Kolkata Port Trust before the scheduled date and time of submission of the e- tender.</p> <p><u>From Kolkata Port Trust:</u></p> <p>1. Somnath Mukhopadhyay Chief Mechanical Engineer Mobile No: +91 9434052332 cme@kolkataporttrust.gov.in</p> <p>2. A.K. Jain Chief Engineer Mobile No: +91 9836277661 ce@kolkataporttrust.gov.in</p>
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	<p><u>From MSTC Ltd:</u></p> <p>1. Mr. Arindam Bhattacharjee Deputy Manager (E-commerce) Mobile No: +91 9330102643 Email-arindam@mstcindia.co.in Landline:03322901004</p> <p>2. Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile No: +91 7278030407 Email: smukherjee@mstcindia.co.in</p> <p>3. Ms Sumona Maity Management Trainee(E-Commerce) Mobile No: +91 9831155225 Email-smaity@mstcindia.co.in</p> <p>(D). System Requirement:</p> <p>i) Windows 98 /XP-SP3 & above/Windows 7 Operating System</p> <p>ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature</p> <p>iv) JRE 7 update 79 software to be downloaded and installed in the system. Security level should be medium</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→custom level (Please run IE settings from the page www.mstcecommerce.com once).</p>
2.	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/Kolkata Port Trust</p> <p>(A). Part – I (Techno-Commercial bid) : Would be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness the opening of Techno-commercial Bid electronically.</p> <p>(B) Part – II (Price bid) : Would be opened electronically of only those bidder(s) whose Part – I Techno-Commercial bid are acceptable by Kolkata Port Trust. Such bidder(s) will be intimated the date of opening of Part II (Price bid) through valid e-mail confirmed by them.</p> <p>The tenderers are advised to offer their best possible rates. There would generally be no negotiations. Bidders are requested to submit their most competitive prices while submitting the price bid.</p>
3.	All entries in the tender should be entered in online Technical and Commercial Formats without any ambiguity.
4.	<p><u>Special Note towards Transaction fee:</u> The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making</p>

	<p>change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/Debit Card/Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail. Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>Note: The bidders are advised to remit the Transaction Fee well in advance before the closing time of submission of tender so as to give themselves sufficient time to submit the bid.</p>
5.	<p>In case of failure to submit the payment towards cost of Tender Document and Earnest Money Deposit (EMD) in time, the vender will not be eligible in the tender and Kolkata Port Trust will not be responsible for any such lapses on this account. Bidder(s) are advised to submit Tender Fee and EMD through separate Banker's Cheque or Pay Order or Demand Draft or Bank Guarantee as applicable (only for EMD) in an envelope mentioning NIT No. at Mechanical & Electrical Engineering Department, 8, Garden Reach Road, Kolkata -700043.</p> <p>Vendors are instructed to use <i>Upload Documents</i> link in "My menu" to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB. Once the documents are uploaded in the library, vendors can attach documents through "Attach Document" link against the particular tender. For further assistance please follow instructions of vendor guide.</p>
6.	<p>a) All corrigendum/addendum/clarification/amendment will be hoisted in websites. No correspondence will be made separately. So, tenderers should follow the websites on regular basis till closing the online e-tender.</p> <p>b) The bidders are required to ensure that their corporate email I.D. as provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
7.	E-tender cannot be accessed after the due date and time mentioned in NIT.
8.	<p>Bidding in e-tender:</p> <p>(a). Tender Document Fee and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by Kolkata Port Trust. In case of the successful tenderer, this amount may be adjusted against the Security Deposit.</p> <p>(b). An amount of Rs.5,900/-(Rupees Five thousand Nine hundred only) and an amount of Rs.43,15,000/-(Rupees Forty Three Lakh and Fifteen thousand only) as Tender Fee and Earnest Money Deposit respectively shall have to be deposited by Demand Draft/Pay Order/ Banker's Cheque or Bank Guarantee (only for EMD) as per clause no. 20 & 21 of Terms and Conditions of Tender (Annexure-B).</p> <p>(c). Tender without the Earnest Money or depositing the Earnest Money in a manner other than what has been stipulated here-in-before or for an amount less than the specified amount would be considered as invalid tender and would be summarily rejected.</p> <p>(d). Micro & Small Enterprise (MSEs) registered with NSIC (under Single Point Registration scheme)/DIC(District Industries Centre) shall be exempted from payment of cost of Tender Document and depositing Earnest Money for which copies of valid MSE's Certificate along with NSIC Certificate/DIC Certificate with list of items registered must be submitted in Techno-commercial part of their offer for claim of such exemption as per clause no.22 of Annexure-B otherwise their offer will be rejected. In case of submission of the bid by joint venture/ consortium, all members of the joint venture/consortium should have NSIC Certificate/ DIC Certificate in the relevant categories.</p> <p>(e). The bidder(s) who have submitted the above fees and EMD can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →Psu/Govt depts→ Login under KOLKATA PORT TRUST→My menu→ Auction Floor Manager→</p>

	<p>live event → Selection of the live event.</p> <p>(f). The bidder should allow to run an application viz. enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his Techno-commercial bid.</p> <p>(g). After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid.</p> <p>(h). In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>(i). During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>(j). The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>(k). All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as valid bid if it fulfills all the terms and conditions of the Tender Document.</p> <p>(l). It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>(m). Kolkata Port Trust reserves the right to cancel or reject or accept or withdraw the tender in full or part as the case may be without assigning any reason thereof.</p> <p>(n). No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms and conditions for the tender.</p> <p>(o). Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted in Indian Rupee Currency as per UOM indicated in the e-tender floor/tender document.</p>
9.	The e-tender shall be governed by the terms and conditions mentioned therein.
10.	No deviation from the technical and commercial terms and conditions are allowed.
11.	The tender will not be extended under any situation, after due date of submission is over.
12	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/kopt of MSTC Ltd.
13.	The bidders <u>must upload</u> all the documents required as per Pre-qualification criteria and the documents enlisted under techno-commercial bid and Price-bid, failing which the tender shall lead to disqualification. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
14	The bid will be evaluated based on the filled-in technical and commercial formats.
15.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited.
16	Bidders are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.

Terms and Conditions of Tender

e-Tender No.: KoPT/Kolkata Dock System/CME/4/18-19/ET/57

**Concurrence and remarks for all terms and conditions will be taken on-line. No
hardcopy for the same needs to be submitted**

1 Pre-Qualification Criteria of the Tenderer: The Tenderers shall satisfy the following:-

- I. Must have the experience of having successfully completed similar works during last seven years ending on 31.03.2018 as per the following guidelines:-
 - a) Three similar completed works each costing not less than Rs.13,26,00,000 /-
Or
 - b) Two similar completed works each costing not less than Rs.16,57,50,000 /-
Or
 - c) One similar completed work costing not less than Rs.26,52,00,000/-.
- II. Average annual financial turnover during the last three years ending 31.03.2017, should be at least Rs.9,94,50,000/-.
- III. Copy of the last three years audited balance sheet and profit & loss a/c. are to be furnished.

Here, Similar work means “Manufacturer in the business of Moving Bridges having working bridges on the date of tender opening for more than 20 (twenty) years or their authorized dealers having experience of ‘refurbishment/repair/maintenance’ on Moving Bridges with proven track record of minimum 5 (five) years”.
- IV. Claims for fulfilling the above criteria must be adequately supported by appropriate documents i.e. work order, performance certificate from Clients, Audited Balance Sheet including audit reports and Profit and loss account for last 3 Years. In case of Joint Venture bids, all parties must submit the above documents.
- V. A bidder, and all parties constituting the bidder, may have the nationality of any country. A bidder shall be deemed to have nationality of a country if the bidder is a citizen or is constituted, incorporated or registered and operates in conformity with the provisions of the laws of the country. This criterion shall also apply to the determination of the nationality of proposed sub-contractors or contractors for any part of the contract, including related services.

2. The Techno-commercial Bid must contain the following:

[A] To be submitted offline under cover of an envelope marking “Tender Fees” and “EMD” superscribing the e-tender number on it.

- a) Demand Draft/Banker’s Cheque/Pay Order in original, for Rs.5,900/-(Rupees Five thousand Nine hundred only) as cost of Tender Document.

- b) Demand Draft/Banker's Cheque/Pay Order/Bank Guarantee in original, for Rs.43,15,000/- (Rupees Fourty Three Lakh and Fifteen thousand only) as Earnest Money Deposit.

[B] To be submitted online as mentioned above in “Instruction to Tenderers”

- a) Undertaking of the tenderer to be submitted as per enclosed Pro-forma (**Annexure –O**) in lieu of submission of signed copies of the full Tender document
- b) Copies of Audited Balance Sheet and Profit and Loss Account for the last three financial years ending 2017.
- c) Self attested documentary evidence of successful completion of similar work as proof of fulfilling the Pre-qualification Criteria of the tender.
- d) Copies of self attested valid GST Registration Certificate.
- e) Self Attested Valid Professional Tax Clearance Certificate / Up to date tax payment challan, if applicable.
- f) Copy of self attested valid Trade License.
- g) Copy of self attested PAN Card issued from Income Tax Department.
- h) Copies of Income Tax Return of last 3 years ending 2017.
- i) Statement to confirm the status of the Tenderer – whether a Partnership Firm, Company or Proprietorship Firm. If demanded by Kolkata Port Trust, the tenderer would be bound to furnish necessary documents in support of their statement in this regard.
- j) Details of registration under ESI Act:
- 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, failing which their tender would be liable to be cancelled.
 - 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 on a Non Judicial Stamp Paper worth Rs.10/- to that effect as per enclosed Performa (Marked **Annexure – ‘K’**).
 - iv) In case they are not covered under ESI Act, they must additionally indemnify Kolkata Port Trust against all damages and accident occurring to his labour in a Non-Judicial Stamp Paper worth Rs.50/-. The same should be submitted along with Techno-commercial Bid as per enclosed Performa (Marked **Annexure-‘L’**).

k) Details of registration under EPF Act:

All intending tenderers shall have to furnish the details of EPF Registration, failing which their tender/offer would be liable to be cancelled.

- l) A separate statement of the tenderer containing full name and office address of the Tenderer, names and designation of the officials of the Tenderer connected with the instant Tender, their land and mobile telephone nos., e-mail id and Fax No. etc. as per enclosed Pro-forma (**Annexure –I**).
- m) Declaration of the tenderer in the form of a COVERING LETTER with certain undertaking and also that they or their associates have not been banned or delisted by any Govt. or Quasi-Govt. agencies or PSUs in India as per enclosed Pro-forma (**Annexure –J**).
- n) All intending bidder will have to enter into an Integrity Pact with the Port as per format enclosed at **Annexure-M** to be submitted on a Rs.50/- Non Judicial Stamp Paper and relevant **Annexure-N**. All blank spaces to be filled in as appropriate.
- o) In case of Joint Venture / Consortium, all members have to submit documents as per (a) to (m)

L-1 bidder shall have to submit all original documents for verification as and when asked by Kolkata Port Trust.

[C] **Defence and Security Clearance**

Clearance regarding National Defence & Security, to be obtained from Govt. of India (For foreign bidders only). While evaluating Pre-qualification Criteria, regard would be paid to National Defence and Security considerations of the Indian Government.

3. **JOINT VENTURES / CONSORTIUM AND OTHER FORMS OF ASSOCIATION:**

In case of a Consortium, the combined Technical and Financial Capability of those members who have and shall have share of at least 26% (twenty six per cent) each, should satisfy the above conditions of eligibility, provided that each such member shall, for the entire period of the contract, hold share not less than 26%.

Technical & Financial Capability.

The tenderer (whether a single entity or a consortium) must satisfy pre-qualification criteria as stipulated at Clause- 1 hereinabove.

Assessment of eligibility:

In case of a Consortium, the combined Technical and Financial Capability of those members who have and shall have share of at least 26% (twenty six per cent) each, should satisfy the above conditions of eligibility, provided that each such member shall, for the entire period of

the contract, hold share, not less than 26% (Twenty six percent).

Where the 'Successful Tenderer' is a 'Consortium', it shall be required to comply with the following additional requirement:

a) Members of the Consortium shall nominate one member as the 'Lead Member'. The nomination(s) shall be supported by a Power of Attorney, as per the format at **Annexure-X**, signed by all the other members of the consortium.

b) Members of the Consortium shall enter in to a binding Joint Bidding Agreement (JBA) (substantiated in the form specified at **Annexure-V**, for the purpose of submitting Tender. The JBA, to be submitted along with the Tender, shall, inter alia:

i) Clearly outline the proposed roles and responsibilities, if any, of each member; Commit the minimum stake to be held by each member;

ii) Commit the minimum stake to be held by each member;

4. All the documents as mentioned here-in-before shall have to be UPLOADED or submitted offline as the case may be. The tenderer should clearly understand that no information/indication as to price should be entered in the page of "Bill of Quantities" or elsewhere in the Techno-commercial Bid. **Indication of price anywhere in any manner in the Techno-commercial part of the tender would lead to rejection of the offer.**
5. The Price Bid as per the format of Bill of Quantities, must be uploaded. No condition or conditional rebate should at all be indicated/mentioned in the Price Bid.
6. Tenderers may note that non-submission of any of the aforesaid documents/non-fulfillment of any of the aforesaid criteria shall lead to disqualification of their offers.
7. Techno-commercial bid would be opened on the aforesaid schedule date of opening the techno-commercial bids. Price Bids of only the qualified bidders shall be opened on a suitable date, to be intimated beforehand.
8. The Trustees will not be responsible for any cost or expense incurred by the Tenderer in connection with preparation or submission of the tenders.
9. In case of unscheduled holiday, Strike/Bandh etc. on the scheduled date of Site Inspection, Pre-bid Meeting, submission of bids, opening of Techno-commercial or Price Bid, the same time (as per the schedule) on the next working day will be considered as scheduled time for the purpose of Site Inspection, Pre-bid meeting, submission of bids, opening of Techno-commercial or Price Bid, as the case may be. Here, Trustees' working day means Monday to Friday in between 9-30 hrs. to 17-30 hrs.
10. Should there be any doubt or ambiguity as to the meaning of any portion of the tender document or if any further information is required, the same shall be clarified/amended by Kolkata Port Trust in the Site Inspection and Pre-bid Meeting. No excuse of ignorance in this regard shall be accepted at a later date after the Pre-bid meeting. In the event of making any important clarification or amendment of terms of the tender, pursuant to the discussion in the Pre-bid meeting, the same shall be immediately hoisted in Kolkata Port Trust's website, MSTC's e-procurement portal and CPP Portal for information of all

concerned and the same shall form a part of the Tender Document. Separate newspaper advertisement may not be issued. The tenderers are requested to keep themselves informed of the development by visiting the said websites regularly. Such amendment(s) shall be binding upon them. Any offer having deviation from Kolkata Port Trust's terms and conditions shall render such offer unacceptable to Kolkata Port Trust. No alteration shall be made by the Tenderer in the tender document and the offer must be in accordance with the terms and conditions of the tender. The prospective tenderers may inspect the site prior to the date of Site Inspection and Pre-bid Meeting in order to make themselves fully aware of the work, site and scope of work as mentioned in the Bill of Quantity as per tender. For attending the Pre-bid Meeting, the representatives of the tenderers should accompany proper authorizations letters from their respective organizations.

11. Supplier/Service Provider to confirm that the GST amount charged in Invoice is declared in its returns and payment of taxes is also made.
12. The supplier/service Provider agrees to comply with all applicable GST Laws, including GST acts, rules, regulations, procedures, circulars and interaction there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST Laws are timely uploaded in GSTN. In case there is any mismatch between the uploaded in GSTN by supplier/service provider and details available with Kolkata Port Trust, then payment to supplier/service provider to the extent of GST relating to the invoice/s under mismatch may be retained from due payment till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to Kolkata Port Trust's account and is finally available to the Kolkata Port Trust in terms of GST Laws and that the credit of GST taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.
13. Kolkata Port Trust has the right to recover mandatory loss including interest and penalty suffered by it due to any non-compliance of tax law by the supplier/service provider. Any loss of input tax credit to Kolkata Port Trust for the fault of supplier shall be recovered by Kolkata Port Trust by way of adjustment in consideration payable.
14. Supplementary invoices/debit note/credit note for price revision to enable Kolkata Port Trust to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding financial year.
15. The purchase order/work order shall be void, if at any point of time you are found to be a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.
16. The quoted rates would be kept valid for **at least 120 days** from the date of opening of the Techno-commercial Bid.
17. The Trustees' reserve the right to disqualify a tender in case they are satisfied that any bribe, commission, gift or advantage has been given, promised or offered by or on behalf of any of the tenderers to any officer, employee or representative of the Trustees or to any person on his or on their behalf in relation to acceptance of the tender.
18. The tenderers shall distinctly understand that they will be strictly required to conform to all the terms of the tender and the plea of custom prevailing will not in any case be accepted as an excuse on their part for infringing of any of the conditions and they shall

refrain from sending revised or amended quotations, after the closing date and time of the tender.

19. The contract document shall be drawn in English language only. The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of High Court of Kolkata, West Bengal, India including the Acts like The Indian Contract Act, The Major Port Trusts Act, The Workmen's Compensation Act, The Minimum Wages Act, The Contract Labour (Regulation & Abolition) Act, The Dock Worker's Act, The Indian Arbitration & Conciliation Act, The Dock Safety Regulations, Act(s) or any other act, law, rule as may be applicable.
20. **Cost of the Tender:-** Tender Fee of Rs.5900/-(Rupees five thousand nine hundred only) is to be submitted offline as indicated in Clause no. 8(b) of "Instruction to tenderers" by CTS Banker's Cheque/ Demand Draft/Pay Order of any Kolkata Branch of a Scheduled Bank of India, drawn in favour of 'Kolkata Port Trust' and payable at Kolkata within 3 working days after opening of the techno-commercial bid. However, a scanned copy must be uploaded under the part-I i.e. techno commercial part of the e Tender.
21. **Earnest Money:-** INR 43,15,000.00 (Indian Rupees Forty Three Lakh Fifteen Thousand) only as 'Earnest Money Deposit' (EMD) payable to 'Kolkata Port Trust' by Banker's Cheque or Pay Order or Demand Draft, payable at Kolkata. Alternatively, an amount of INR 43,15,000.00 (Indian Rupees Forty Three Lakh Fifteen Thousand) only shall be paid by Banker's Cheque / Demand Draft / Pay Order and the balance amount may be submitted in the form of a Bank Guarantee issued by any Indian nationalized bank, having branch at Kolkata in the prescribed format. In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court. Specimen EMD format is enclosed at **Annexure-Q**. The Bank Guarantee shall remain valid for a period of 6 months from the scheduled date of opening of Part-I of the bid with a further claim period of one month. EMD is to be submitted within 3 working days after opening of the techno-commercial bid. However, a scanned copy must be uploaded under the part-I i.e. techno commercial part of the e-Tender.

Earnest Money of unsuccessful bidders will be refunded without any interest within 2 months of opening the Price bid or on finalization / acceptance of tender, whichever is earlier. If Price bid is opened before expiry of validity of Earnest Money Instrument, the same will be refunded to bidders other than the L-I bidder. EMD of L-I bidder will only be encashed. If Price bid cannot be opened for any reason before expiry date of Earnest Money Instrument, the bidder would be requested to extend the validity of the EMD Instrument within the validity period of the offer, failing which the EMD instrument would be encashed. Tender submitted without EMD shall not be considered.

After conclusion of Tender process, EMD of successful bidder will be returned without interest after submission of Security Deposit. However, the contractor may be allowed to convert the EMD as a part of Security Deposit. In case the successful bidder fails to accept the contract or fails to submit the Security Deposit, the EMD will be liable for forfeiture.

22. **Exemption:** Micro & Small Enterprise (MSEs) registered with NSIC (under Single Point Registration scheme)/DIC(District Industries Centre) shall be exempted from payment of

cost of Tender Document and depositing Earnest Money for which copies of valid MSE's Certificate along with NSIC Certificate/DIC Certificate with list of items registered must be submitted in techno-commercial part of their offer for claim of such exemption otherwise their offer will be rejected. But all MSEs registered with NSIC and DIC are not exempted from depositing cost of tender document and earnest money. Only those firms, having documents of such exemption for the whole tender work (as per scope of work) will be exempted. **In case of submission of the bid by joint venture/ consortium, all members of the joint venture/consortium should have NSIC Certificate/ DIC Certificate in the relevant categories.**

23. **Evaluation criteria:** Evaluation will be done on the basis of Grand total price including all charges excluding GST. **GST as applicable will be paid extra at actual.**
24. Tender fees, transaction fees and earnest money in foreign currency. Foreign bidders may submit these in foreign currency equivalent to the amount specified hereinbefore in INR. Exchange rate prevailing on the date of hoisting of this tender shall be considered.
25. It is to be mentioned that the bidders should quote either in INR or in US Dollars only. No bid shall be accepted if both the currencies are used by any bidder. For the purpose of evaluation and all other financial items, **bill selling rate quoted by State Bank of India, prevailing on 23.04.2018 (1 US \$ = 67.08 INR) will be reckoned.** This conversion rate shall remain unchanged throughout the contract period. All payments shall be made in INR. This conversion rate shall remain unchanged throughout the contract period. All payments shall be made in INR.
26. Refurbishment of the bridge will require suspension of movement of vehicles over the bridge and movement of vessels between KPD-I & KPD-II for considerable periods intermittently. Movement of vehicles will have to be diverted during such periods of closure of vehicle movement. Since such diversion will have to be planned by the Police Authority of Kolkata City in advance, bidders should submit details of the same in the Techno-commercial bid.

SCOPE OF WORK**A. Introduction**

About the Bridge: Since 1966 Kolkata Port Trust operates a moving bridge i.e. Double Leaf Rolling Bascule Bridge on the Circular Garden Reach Road. The bridge was installed to make smooth passage for public transport as well as cargo traffic of Kolkata Port Trust and surrounding industrial Belt. The leaves of the Bridge are opened to make passage for cargo ships connecting two parts of Kidderpore Docks (KPD) called K.P. Dock -I & K.P.Dock-II. This is the most vital cargo evacuation route for Port traffic as well as different Industries & warehouses in the Garden Reach-Metiabruz Region leading to connecting western side of River Hooghly through Vidyasagar Setu. The bridge is also a lifeline for public Transport of vast area of Garden Reach - Metiabruz Region in south and Kolkata main city at East. This Double Leaf Rolling Bascule Bridge was commissioned in November, 1966 by M/s. Waagner-Biro Bridge Systems AG of Austria.

B. Brief description of existing defects

- 1) Buffer Plates: There are two sets of buffers for transmitting the loads from the moving parts of each of the leaves. One set of buffers consisting of two buffers are for closed position and one set for open position.

The buffer plates for closed position of the eastern leaf got dislodged in 2012. The Eastern Leaf is moving vertically on its axis of rotation under the load of moving vehicles causing continuous hammering at the place of contact of the fixed part and moving part. This is also resulting into continuous hammering of gear teeth. This movement of Eastern Leaf is also being transmitted to Western Leaf causing similar effect on the components of Western Leaf.

- 2) Corrosion of Structural Members: Corrosion has been observed in longitudinal girders at the ends. There are other secondary members where corrosion at different level has been observed.
- 3) The counterweight boxes got rusted badly.
- 4) Misalignment of the Bridge: It has been observed that the main girders of the two leaves are colliding at the meeting point as the gap does not exist between the two leaves.

The centre lines of the two leaves are not in line and there is a deviation of about 8 to 10 mm at the meeting point of the two leaves.

- 5) Deck plates/Cover plates: The deck plates at interfaces of bridge leaves and well structure are getting dislodged frequently. The Tap Bolts cannot be tightened with the holes of the base plate.
- 6) Dirt and water coming inside the machinery house and well through the various openings damaging the various components and assemblies inside the machinery house.
- 7) There are 4 reduction gear trains (2 for each leaf). The gears and pinions have worn out badly. The southern side gears of the eastern leaf have worn out maximum.

- 8) The 4 racks and pinions have worn out.
- 9) The 2 Differential gear boxes are apparently working normally.
- 10) Teeth on the track girders and notches on the rolling segments have worn out causing play between them leading to swing/movement of the leaves.
- 11) Leaf Nose Locks are not working properly.
- 12) Tail Locks are not working properly.
- 13) Electrical circuits and components are in bad condition.
- 14) Control panel outdated and failing occasionally during operation disrupting movement of vehicles.

C. Scope of Work

- 1) Buffer Plates: 2 nos. Closed Position Buffer Plates of Eastern Leaf (dislodged) to be fixed in position. The other six buffers (2 for closed position of western leaf, 4 for open positions of both the leaves) are to be checked for stability.
- 2) Corrosion of Structural Members: Corroded Structural members to be repaired/replacement.
- 3) The counterweight boxes got rusted badly. To be refurbished after checking the rust grade and repaired as necessary.
- 4) Misalignment of the Bridge: It has been observed that the main girders of the two leaves are colliding at the meeting point as the gap does not exist between the two leaves. The clearance between the leaves is to be checked and adjusted allowing expansion due to temperature variation and deflection.

The centre lines of the two leaves are not in line and there is a deviation of about 8 to 10 mm at the meeting point of the two leaves. The centre lines of the two leaves are to be brought in line.

- 5) Deck plates/Cover plates: The deck plates at interfaces of bridge leaves and well structure are getting dislodged frequently. Long lasting solution of restoration is to be made.
- 6) Dirt and water coming inside the machinery house and well through the various openings are to be stopped.
- 7) There are 4 reduction gear trains (2 for each leaf). The gears and pinions have worn out. The southern side gears of the eastern leaf have worn out maximum. All the gears and pinions are to be supplied and installed.
- 8) The 4 racks and pinions are to be thoroughly cleaned. Dimensions to be compared with the original and rectified as necessary.

- 9) The 2 Differential gear boxes are to be opened, thoroughly checked and report to be submitted. The two differential gear boxes to be boxed up for operation of the bridge. One identical Gearbox to be supplied as spare.
- 10) The existing drive system to be replaced by new **Electro-Mechanical Drive System**. The Gearboxes will not be replaced.
- 11) Worn out teeth on the track girder and notches on the rolling segments to be built up by welding to original dimensions to eliminate play leading to swing/movement of the leaves.
- 12) Leaf Nose Locks to be checked and rectified as necessary.
- 13) Tail Locks to be checked and repaired as necessary.
- 14) All electrical sensors are to be replaced
- 15) Replacement of all power and control circuit wiring
- 16) Replacement of existing control desk
- 17) Supply, delivery, installation of suitable size XLPE insulated control cable between East side and West side both for Southern Fringe and Northern Fringe including replacement of corresponding rotary switches (Two Nos. 2 x 37 core control cable of 2.5 sq. Mm. Size for each side).
- 18) Supply, delivery, installation of 150 sq. Mm XLPE insulated submarine power cable between East side and West side both for Southern Fringe and Northern Fringe including replacement of corresponding rotary switches.
- 19) Replacement of all control panels both in the East and West Side with PLC drive.
- 20) Supply, delivery, installation of 28 nos. limit switches at the respective location by replacing the old ones.
- 21) Replacement of existing micro limit switches for controlling Hydraulic pressure
- 22) Replacement of existing lighting circuits of machine room, operating room, underground pit and also the navigation light including supply, delivery and installation of suitable LED light fittings.
- 23) Replacement of existing pressure indicating switches.
- 24) Making arrangement of auto changeover of lighting circuit and pit pump in case of power failure either at East side or West side from the control room.
- 25) Replacement of existing 2 nos. Transmitters at Machine room and 1 no. dual receiver at Control desk.
- 26) Successful installation, commissioning and testing of the entire bridge including operating system, training of officials at site for operation & maintenance, supply of operation & maintenance manuals and special tools.

D. Finalization of Specification, Quantity, Design Vetting

The bidders participating in the pre-bid meeting should carry out thorough inspection of the Bridge and submit requisite data i.e. the details of quantity, specification, etc. before the pre-bid meeting so that Kolkata Port Trust can finalize those for seeking price bids. The bidders to submit the same in the Format in **Annexure-N**.

The bidders participating in the pre-bid meeting should also submit details of safety features to be installed. Safety features should also include prevention of free-fall of any leaf in case of failure of the mechanical components of drive system.

Any other item of work, if felt necessary by any bidder for successful completion of the work including smooth operation of the Bridge, should be mentioned in the said **Annexure-N** by addition of extra rows.

It may be noted that the change of driving system will require approval of the design of the new system. The Contractor shall submit all technical details including design calculations to enable Kolkata Port Trust to get the same approved by any agency of the choice of Kolkata Port Trust. Required expenses for such vetting would be borne by Kolkata Port Trust.

The Bill of Quantities at Annexure-H is a tentative one. It will be finalized only after receipt of all details from the prospective bidders. Price bids will have to be submitted by the bidders as per the finalized Bill of Quantities.

E. Project Monitoring Consultant

Kolkata Port Trust shall engage a Project Monitoring Consultant for the instant work. The role of Project Monitoring Consultant shall be limited to Design Appraisal, Approval of Quality Assurance Plan & Field Quality Assurance Plan, stage Inspections, stage Certification and Final Certification of Works. The bidders shall provide all details and facilities to the Project Monitoring Consultant for the same.

F. Bought out items

All bought out items should be of indigenous make.

SPECIFICATION

SPECIFICATION

Broad technical parameters:

- Span : 2x24 m, Width : 17.2 m, Weight of Steel : 1640 T (2 leaves including counterweights and mechanical installations)
- The bridge is operated electro-mechanically by hydraulic and mechanical gears and rack and pinion arrangement.
- This rack & pinion arrangement connects 4no. Quadrant Girders (2 for each leaf).
- The Quadrant Girders are main connecting point 4 no. main cantilever girders of the bridge deck (2 for each leaf).

Note:- All material should be conforming to latest version of relevant Indian Standards/equivalent International Standards.

INSPECTION

1.0 GENERAL

- 1.1 The whole contracted work will be inspected by Kolkata Port Trust/ 3rd party (Appointed by Kolkata Port Trust) at the works during manufacturing and / or on final product as well as at site to ensure conformity of the same with the acceptable criteria of technical specifications, approved drawings, manufacturing drawings and applicable national / international standards.

2.0 QUALITY SYSTEM REQUIREMENTS

The successful Bidder must recognise the importance of quality and follow defined quality programme in all stages of manufacturing and quality control activities of the product.

Kolkata Port Trust/ 3rd party (Appointed by Kolkata Port Trust) reserve the right to verify the quality programme of Bidder & its vendors/sub- vendors to assure the effectiveness of the programme to meet the intended and specified quality of the product.

3.0 QUALITY ASSURANCE PLAN (QAP)

- 3.1 The successful Bidder shall furnish Quality Assurance Plan (QAP) for the whole work (i.e. manufactured items, bought out items, site work, testing and commissioning) after completion of detailed engineering for approval of Kolkata Port Trust/ 3rd Party/Kolkata Port Trust's consultant at least one month prior to start of manufacturing.
- 3.2 QAPs must be submitted in six (6) sets for approval shall be duly stamped and signed by the successful Bidder.
- 3.3 The successful Bidder shall indicate procurement source, and furnish copies of P.O., Sub-P.O., Tender Specification, approved GA drawings/ data sheets & detailed manufacturing drawings, as backup reference materials during submission of QAP for scrutiny & final approval of QAP by Kolkata Port Trust/ Kolkata Port Trust's consultant/3rd party (Appointed by Kolkata Port Trust).
- 3.4 Inspection and test requirements shall be decided with due consideration of relevant standards (BIS/ASME/IEC/DIN/API etc.) and factors like safety, duty cycle, operating conditions, equipment life, environmental conditions, place of installation and statutory regulations, as applicable, for a particular equipment. Any, additional type or special tests or routine tests if found necessary to establish the intended quality after detailed engineering then the same shall have to be incorporated in the QAP without any commercial implication.

- 3.5 Detailed QAP shall be prepared by the successful Bidder in consultation with their Sub-contractors / Manufacturers to avoid any complicity later .

4.0 CALIBRATION OF MEASURING EQUIPMENT

- 4.1 All the measuring equipment used for inspection & testing shall be calibrated and appropriate accuracy class of measuring equipment shall be used.
- 4.2 Valid calibration certificate for all measuring equipment used during inspection and testing at manufacturer's works, with traceability to national standards of NPL / NABL accredited laboratories shall be furnished prior to undertaking inspection by Kolkata Port Trust/ 3rd party (Appointed by Kolkata Port Trust).

5.0 TEST CERTIFICATES AND DOCUMENTS

- 5.1 For each of the items being manufactured as per approved QAP , test certificates and documents as applicable for each of the equipment, in requisite copies including original, duly endorsed by the Manufacturer/successful Bidder with appropriate linkage to purchase order and acceptance criteria etc shall be submitted to Kolkata Port Trust/ 3rd party (Appointed by Kolkata Port Trust).
- 5.2 Where physical and chemical test certificates of material are not available, the successful Bidder/Sub-contractor shall arrange to have specimens and test samples of the materials, tested in his own laboratory at his cost and submit the copies of test results in requisite numbers to Purchaser/ 3rd party (Appointed by Kolkata Port Trust) for review. Number of test samples against each heat/cast/lot or batch of materials, as applicable shall be as per relevant Indian or International Standards.
- 5.3 Where facilities for testing do not exist in the successful Bidder / Sub-contractor's laboratories or in case of any dispute, samples and test pieces shall be drawn by the successful Bidder/Sub-contractor in presence of Purchaser / 3rd party (Appointed by Kolkata Port Trust) and sealed sample shall be sent to any Govt. approved /NABL accredited laboratory for necessary tests at successful Bidder's own cost.
- 5.4 The Purchaser/ 3rd party (Appointed by Kolkata Port Trust) shall have the right to be present and witness all tests being carried out by the successful Bidder / Sub- contractor at their own laboratory or approved laboratories. Also, the Inspection Agency shall reserve the right to call for confirmatory test on samples, at his discretion.

6.0 INTERNAL INSPECTION BY SUCCESSFUL BIDDER/MANUFACTURER

- 6.1 Inspection and tests shall be carried out by Contractor / Manufacturer in accordance with approved drawings, terms & conditions of the tender, relevant standards (BIS/ASME/IEC/DIN/API etc.) and approved QAP. They shall maintain records of each inspection and test carried out and signed documents

shall be submitted to Kolkata Port Trust/ 3rd party (Appointed by Kolkata Port Trust) for verification.

- 6.2 The successful Bidder/ Manufacturers shall identify all the inspected equipment/component/raw materials & shall maintain the record of status of inspection viz. inspected & found acceptable, require rectification/rework, rejected etc.
- 6.3 **The successful Bidder shall establish and maintain procedures to ensure that the product that does not conform to specified requirements, is prevented from inadvertent use or installation.**

7.0 **MANUFACTURING AND INSPECTION SCHEDULE**

Contractor shall submit to Kolkata Port Trust / 3rd party (Appointed by Kolkata Port Trust) the schedule for manufacturing and inspection indicating equipment / components, sub- assembly/ assembly. Date of approval of drawings / data sheets. Address of manufacturer with contact person and scheduled date of inspection.

8.0 **METHOD OF UNDERTAKING INSPECTION & TESTING BY Kolkata Port Trust/ 3rd PARTY**

- 8.1 Inspection call shall be given only on readiness of the equipment/ assembly/ sub-assembly & after approval of all relevant drawings and QAP.
- 8.2 Inspection call shall be floated to purchaser/ 3rd party (appointed by Kolkata Port Trust), with ten days clear margin, enclosing all documents like test Certificates, Internal Inspection Reports, terms & conditions of the tender, P.O., Sub-P.O., Approved QAP, approved GA drawings/ data sheets and manufacturing drawings. **Inspection calls without above documents shall be treated as invalid and shall be ignored.**
- 8.3 On receipt of the Inspection call, pertaining to particular equipment / item, QA & Inspection group of Kolkata Port Trust/ 3rd Party (appointed by Kolkata Port Trust) shall organize inspection visit.

9.0 **OBLIGATIONS OF SUCCESSFUL TENDRER**

- 9.1 The successful Bidder shall provide all facilities and ensure full and free access of the Inspection Engineer of Kolkata Port Trust/3rd Party (appointed by Kolkata Port Trust) to their own or their Sub-Contractor's premises at any time, during contract period, to facilitate him to carry out inspection & testing of the product during or after manufacture of the same.
- 9.2 The successful Bidder shall delegate a Representative / Co-ordinator to deal with Kolkata Port Trust / 3rd Party (appointed by Kolkata Port Trust) on all inspection matters. Representative of successful Bidder shall be present during all inspection at Sub-Contractor's works.

- 9.3 The successful Bidder shall comply with instructions of Kolkata Port Trust/ 3rd Party (appointed by Kolkata Port Trust) fully and with promptitude.
- 9.4 The successful Bidder / Sub-Contractor shall provide all instruments, tools, necessary testing & other inspection facilities to Kolkata Port Trust/ 3rd Party (appointed by Kolkata Port Trust) free of cost for carrying out inspection.
- 9.5 The successful Bidder shall ensure that the equipment / assembly / component of the equipment required to be inspected, are not dismantled or dispatched before inspection.
- 9.6 The successful Bidder shall not offer equipment for inspection in painted condition unless otherwise agreed in writing by Kolkata Port Trust/ 3rd Party (appointed by Kolkata Port Trust).
- 9.7 The successful Bidder shall ensure that the equipment and materials once rejected by Kolkata Port Trust/ 3rd Party (appointed by Kolkata Port Trust), are not re-used in the manufacture of the equipment. Where parts rejected during inspection have been rectified as per agreed procedures laid down in advance, such parts shall be segregated for separate inspection and approval, before being used in the work.

10.0 **STAMPING AND ISSUE OF INSPECTION DOCUMENTS**

- 10.1 **Inspection Memo:-** For rejected items/items, which do not conform to Technical Specification in one or more quality characteristics requiring rectification / rework, Inspection Memo shall be issued indicating there in the details of observation & remarks. All the non-conformities with respect to specification of the product shall be indicated in the Inspection Memo for further quality control by successful Bidder.
- 10.2 **Inspection Certificate:-** On satisfactory completion of final inspection & testing, all accepted equipment shall be stamped suitably and Inspection Certificate shall be issued by Kolkata Port Trust/3rd party (appointed by Kolkata Port Trust) for the accepted items.

11.0 **GENERAL CLAUSE**

- 11.1 Inspection & tests carried out by Kolkata Port Trust/3rd party (**appointed by Kolkata Port Trust**) shall not absolve the responsibility of the successful Bidder/ Manufacturer to provide acceptable product as per the terms of contract nor shall it preclude subsequent rejection.
- 11.2 Kolkata Port Trust/ 3rd party (appointed by Kolkata Port Trust) reserve the right to inspect any product at any stage of manufacturing beyond pre-identified stages & hold points of approved QAP.
- 11.3 Successful bidder to submit CPM chart in MS Project for monitoring the progress of the project.

PERFORMANCE GUARANTEE

1.0 GENERAL

- 1.1 On completion of erection of the system units along with utilities and auxiliaries by the successful Bidder as per approved drawings / documents as well as detailed drawings, the successful Bidder shall undertake preliminary Acceptance Test (PAT) i.e. cold test, to prove that the system has been supplied as per agreement. The PAT shall be followed by commissioning (hot trials) to demonstrate that the Bridge is fit for operation.

2.0 PRELIMINARY ACCEPTANCE TEST(PAT)

- 2.1 Cold tests shall be performed on the individual sub-assemblies of the unit and shall be designed to conduct the systematic check of the components and of the functional operation thereof.
- 2.2 Cold tests shall comprise idle, no-load tests. Cold tests shall be conducted by the successful Bidder under his sole responsibility.
- 2.3 A detailed programme of cold tests shall be drawn up by the successful Bidder and shall be subject to the approval of KOLKATA PORT TRUST/ / 3rd party Inspecting agency (Appointed by Kolkata Port Trust).
- 2.4 Results of cold tests shall be recorded jointly by the successful Bidder and KOLKATA PORT TRUST / 3rd party (Appointed by Kolkata Port Trust).
- 2.5 On successful completion of preliminary acceptance tests, and liquidation of the defects list, preliminary acceptance certificates shall be issued by Kolkata Port Trust / 3rd party (Appointed by Kolkata Port Trust).

3.0 SUCCESSFUL COMMISSIONING (HOT TRIALS)

- 3.1 After preliminary acceptance certificates, the successful Bidder shall start-up and commission the unit in an integrated manner under his sole responsibility.
- 3.2 During the start-up and commissioning, the successful Bidder shall perform the required adaptation, adjustment and hot run the Equipment to demonstrate its operation capacity. Successful Bidder shall also deploy the operation & maintenance staff round the clock during the Commissioning period.
- 3.3 KOLKATA PORT TRUST shall, for the purpose of start-up and commissioning, provide operating personnel as may be available with him for normal operation, who shall work under the instructions and guidance of the successful Bidder.
- 3.4 Start-up and commissioning of the BASCULE BRIDGE shall be taken up only when mechanical system, electrical system, and auxiliaries serving the

units/ equipments are under normal operation. The successful Bidder shall rectify the defects observed during commissioning.

- 3.5 The facilities necessary for conducting the commissioning shall be mutually determined by the successful Bidder and Kolkata Port Trust.

4.0 PERFORMANCE GUARANTEE TESTS (PG TESTS)

- 4.1 After successful commissioning of BASCULE BRIDGE and other accessories, the successful Bidder shall offer the same for conducting performance guarantee.
- 4.2 The successful Bidder shall supervise and carry out the operation under their instruction and guidance during performance guarantee tests and shall take full responsibility of the operation.
- 4.3 The successful Bidder shall submit the scope, general preconditions, test procedures, guaranteed values and test evaluation methods which shall be finalised by Kolkata Port Trust/Consultant (appointed by Kolkata Port Trust).
- 4.4 The performance tests for BASCULE BRIDGE and other accessories shall be carried out to satisfy all operating parameters as per the relevant clauses of the Technical specification for the equipment under consideration.
- 4.5 On successful completion of commissioning and PG Test of BASCULE BRIDGE and other accessories certificate of commissioning and PG Test shall be issued by Kolkata Port Trust/3rd party (appointed by Kolkata Port Trust)

5.0 OBLIGATIONS OF SUCCESSFUL TENDRER

- 5.1 All the equipment, tools and tackles required for successful completion of the performance tests shall be supplied by the successful Bidder.
- 5.2 All the instruments for the performance tests, as required, shall be supplied by the successful Bidder and shall be retained by him till the satisfactory conclusion of all tests at site. All costs associated with the supply, calibration, installation and return of test equipment shall be included in the scope of work.
- 5.3 If the successful Bidder fails to achieve the guarantee performance parameters, he shall investigate the causes and shall rectify and/or replace, the defects of the equipment/system within a period of 1 (one) month from the date of commencement of performance guarantee tests and again prove the performance and ensure guarantee free of cost to Kolkata Port Trust without disturbing the normal port operation. In such cases, the cost of modifications including labour, materials, and cost of additional testing etc. shall be borne by successful Bidder.

- 5.4 If even after necessary alteration and modifications are effected, the performance guarantees are not fulfilled, Kolkata Port Trust reserves the right to reject the equipment/ system. In the event of exercising this right, the successful Bidder shall replace the defective equipment/system with the equipment/system that meets the performance guarantee parameters.
- 5.5 The cost of replacement inclusive of labour, materials and repeat testing to prove compliance with the performance guarantees shall be borne by the successful Bidder.
- 6.0 The unit shall be taken over by KOLKATA PORT TRUST when:**
- 6.1 Certificate of commissioning and PG Test has been issued.
- 6.2 The successful Bidder has submitted all final documents in compliance with the provisions of this specification.
- 6.3 The successful Bidder has supplied all special tools and tackles.
- 6.4 The successful Bidder has met, to the satisfaction of KOLKATA PORT TRUST/ 3rd party (appointed by Kolkata Port Trust) all the observation, if any, contained in the Preliminary Acceptance certificate.
- 6.5 Smooth trouble free operation for a period of 15 days.

SPECIAL CONDITIONS OF CONTRACT

1. Security Deposit:

10% of the Total Contractual Amount for the work “Renovation of Bascule Bridge under KOLKATA DOCK SYSTEM of Kolkata Port Trust” is to be deposited in the form of an irrevocable and unconditional Bank Guarantee from a Nationalized Bank of India having office in Kolkata, as per the format given in the General Conditions of Contract of Kolkata Port Trust as enclosed with this Tender Document towards the Security deposit within 15 days from the date of receipt of LOI after which the order letter will be issued. In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court. This Bank Guarantee shall remain valid till the guarantee period is over with an additional claim period of 6 months. This Bank Guarantee will be released after the guarantee period is over.

2. Completion Time & Contract Period: Design, manufacture, supply, installation/erection, testing and commissioning and PG Test of BASCULE BRIDGE is to be completed within 12 months from the date of receipt of order.

The Completion period of 12 months is inclusive of the time taken for approval of the design drawings by Kolkata Port Trust/Consultant and time required for 3rd party inspection (To be Appointed by Kolkata Port Trust).

Kolkata Port Trust/Consultant will give their comments/approval of the design calculation /drawing within 21 days from the date of submission of the drawing and document by the successful bidder. The procedure for third Party Inspection is given under Inspection in **Annexure-E**.

Any disruption/stoppage of work due to operational urgency/delay in giving site clearance etc. attributable to Kolkata Port Trust's account, shall not be counted while calculating the completion period. However, such disruption/stoppage of work/ has to be recorded in the Log book/Hindrance Register to be maintained by the Contractor which is to be countersigned by the authorised representative of the Chief Mechanical Engineer.

3. Liquidated Damage: Applicable as per clause no. 8 of the General Conditions of Contract of Kolkata Port Trust given under GENERAL CONDITIONS OF CONTRACT (**Annexure - R**).

4. Guarantee Period: The supplied Bascule Bridge parts set including all accessories shall be guaranteed against any defective material and workmanship for a period of two years from the date of completion of work and acceptance by Kolkata Port Trust thereafter as stipulated in Clause No.2 and 7 of Special Conditions of Contract.

In the event of any breakdown/defect in any part of the Bascule Bridge parts manufactured or repaired by the contractor, being detected during the guarantee period,

the contractor shall attend such breakdown within 12 hours of reporting from Kolkata Port Trust's side verbally or any other form of communication and undertake repair with required items/material at their own cost and rectify the same to the satisfaction of Kolkata Port Trust. Such guarantee repair, if required, would have to be executed in the shortest time practicable.

Kolkata Port Trust will be at liberty to determine any delay in completion of the guarantee repair by the contractor, if any and the contractor would have to compensate the loss sustained thereby by Kolkata Port Trust by extending their guarantee period by the same duration. In the event of failure on the part of the contractor to execute the guarantee repair to the Trustees' satisfaction, the Trustees shall be at liberty to have the said guarantee repair completed at their own workshop or through other agency and to recover the cost thereof from the contractor.

During the guarantee period, schedule maintenance is to be done by the contractor with supply of spares and consumables as required free of cost.

5. **Inspection:** The inspection of the total work shall be inspected by 3rd party to be appointed by Kolkata Port Trust. However, successful bidder has to arrange the facilities for inspection. Detailed about inspection of works is given in **Annexure-E**.
6. **Drawing vetting:** (i) System Design Calculation and drawing of the scheme, (ii) detail engineering of bridge along with operating software (if any) and documents, in requisite copies, are to be submitted for vetting of Kolkata Port Trust and/or Govt. Engineering Institute like IIT(Kharagpur)/ Jadavpur University / IEST(Shibpur) as appointed by Kolkata Port Trust. The vetting of Design, drawings, calculations and documents by the Agency appointed by Kolkata Port Trust shall be the responsibility of Kolkata Port Trust.
7. A Bar Chart of the entire project to be submitted indicating each milestone separately with projected time frame/deadline.
8. **Acceptance:** The successful bidder would be required to operate the new system for a period of 15 days (beyond 12 months completion period) from the date of commissioning and PG Test during which period the staff and supervisor of Kolkata Port Trust to be trained for taking up the operations. During this period, for attending Breakdown maintenance, the contractor shall deploy maintenance staff at his own cost round-the-clock.
The system will be finally taken over by Kolkata Port Trust after smooth trouble free operation for a period of 15 days. However, the guarantee period will start only after the acceptance by Kolkata Port Trust.

All scraps and other materials, if any, arising out of the contracted work would be required to be delivered to Trustees' sales yard or at a place within a distance of 5 km as per Kolkata Port Trust's instruction free of cost by the contractor. Kolkata Port Trust will provide security escort during transportation of scrap materials.

9. Payment Terms:

9.1 General:

- a) Payment will be made to the Contractor in Indian Rupees. No foreign exchange is payable against the contract.
- b) Kolkata Port Trust has been paying contractors' bills through ECS. For this, the contractor shall furnish the following information immediately after receipt of order:-
 - a) Bank Account No.
 - b) Type of Account – Savings/Current/Cash Credit
 - c) Name of the Bank with Code No.
 - d) Name of the branch with Code No. along with location
 - e) MICR No.
 - f) IFSC No.
- c) Accordingly, the contractor would be required to open their Bank Account within the ECS Zone prescribed by the RBI, if not already done, to ensure receipt of payment of bills from Kolkata Port Trust. However, in case of outside contractor not having Bank Account within the prescribed ECS Zone, payment will be made through cheque.
- d) The contractor is required to pay income tax and all other statutory taxes on all payments made to him under this contract. Accordingly, the income tax and all other applicable taxes will be recovered from the contractor at source at the appropriate rate, as per relevant provision of Income Tax Act, 1961 or other acts or any amendment thereof.

9.2 Payment Stages:

- a) For Bought out items (e.g. and not limited to Motors, Gearbox, Control Panel) : 80% of the cost of the items shall be paid on arrival of the items at site and issuance of Custodian Certificate by the Contractor. Cost of the items shall be obtained from purchase documents and same to be furnished by the Contractor along with the bills. Balance 20% of the same along with service charges against the respective items of works for fitment of the same shall be paid after completion of all jobs as per contract duly certified by the engineer.
- b) For other items (quantified) : 80% of accepted rates against the items of works in 4 equal stages on completion of 25% of the total quantum of work of the item. Balance 20% of the same along with service charges against the respective items of works for fitment of the same shall be paid after completion of all jobs as per contract duly certified by the engineer.
- c) For other items (Lump sum rates) : 80% of accepted rates against the items of works will be paid on completion of work of the item. Balance 20% of the same along with service charges against the respective items of works for fitment of the same shall be paid after completion of all jobs as per contract duly certified by the engineer.

9.3 Billing Schedule :

1. The **billing schedule**, against **Price Schedule**, shall have to be submitted by the bidder, along with their **Price Bid**. Such **billing schedule** should clearly indicate the applicable taxes, duties, etc., including their respective rates. The **billing schedule** shall have to be drawn up by the bidder so as to comply with clause no. 9.2 above.
2. **Payment** for each item (as per the **accepted billing schedule**) will be made against supplied quantities of respective item (as per the **accepted billing schedule**). This payment will be paid only after the respective quantities of items reach the site [duly certified by the Engineer or his authorised representative(s)] and on submission of **clear and correct running bills**, along with **Challans, Inspection Reports, Custodian Certificate**, etc.
However, such running bills will be processed **once in a month**.

Note: GST as applicable will be paid against each invoice subject to Clause No. 11, 12 of **Annexure-B**.

10. Availability of Spares

List of Insurance Spares with price to be furnished by the successful bidder.

11. Facilities to be provided by Kolkata Port Trust for compliance of the contractual obligation by the Contractor:

- (i) Kolkata Port Trust would provide required space, as available, to the contractor against application to Kolkata Port Trust reasonably nearby the BASCULE BRIDGE free of cost for storage of spares, materials and other tools & tackles only. However, security and safety of the store and materials kept thereof would be the responsibility of the contractor. The same space would be required to be handed over back to Kolkata Port Trust on expiry of the Contractual period in the same original condition as was handed over to the Contractor.
- (ii) Electrical power supply for erection purpose will be provided to the extent possible on free of cost from the nearest available source during execution of work. However, the contractor shall indicate in advance the required load and average consumption pattern. The contractor will have to arrange required cable from the nearest source point at their own expense.

Additional local illumination, over & above the existing illumination is to be arranged by the Contractor, if required, at their own cost and arrangement.

- (iii) Water and toilet facility as available in the dock area shall be extended to the contractor free of cost.
- (iv) Dock permit for entering inside the Dock shall be provided by Kolkata Port Trust free of cost against application for the required number of heads for the required number of days, against one-time payment per head for generating computerised identification or at a rate as may be revised during the pendency of the contract. Dock permit for vehicle shall be provided by Kolkata Port Trust free of cost against application for the required number of vehicle for the required number of days.

- 12. Damage & loss to private property & injury to workmen:** The contractor shall at his own expenses reinstate and make good to the satisfaction of Kolkata Port Trust and pay compensation for any injury, loss or damage accrued to any person, property or rights whatever including property and rights of Kolkata Port Trust (or Agents/servants or employees of Kolkata Port Trust), the injury, loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify Kolkata Port Trust against all claims enforceable against Kolkata Port Trust (or any Agent, servant or employees of Kolkata Port Trust) or which would be so enforceable against Kolkata Port Trust where Kolkata Port Trust is a private person, in respect of any such injury (including injury resulting to death), loss or damage to any person whomsoever or property including all claims which may arise.
- 13. Additional Work:** It would be the responsibility of the Contractor to undertake all additional work as may be required for successful commissioning of the Bridge as may be advised by Kolkata Port Trust from time to time during the repair work at no extra cost to Kolkata Port Trust.
- 14. Termination of Contract and Risk purchase clause:** Will be applicable as per clause no. 8 of Kolkata Port Trust's General Conditions of Contract given under GENERAL CONDITIONS OF CONTRACT (**Annexure-R**).
- 15. Personal Protective Equipment:**
- Personnel to be deployed by the contractor should have head gear and other Personal Protective Equipment as would be necessary for the given working condition.
- 16.** Contract agreement is to be made by successful tenderer as per Kolkata Port Trust's General Conditions of Contract (copy of which is enclosed) within 15 days from the date of receipt of order.
- 17. Custodian Certificate:** After delivery at site the supplied materials are to be verified by Kolkata Port Trust officials and the Custodian Certificate is to be issued by the contractor in this regard, for consumption of such materials in the instant work.
- 18.** If material specification of any item/part is not identified properly, sample of raw material of existing item should be collected and tested in the Govt./ Govt. Approved Test Laboratory for identification and the same or better quality will be applicable for replacement. The cost for the same will be borne by the contractor.
- 19.** All materials, equipment, tools, tackles etc. brought at site by the successful Bidder within the site area shall not be removed without the written permission of Kolkata Port Trust. Similarly, all enabling works built/erected and/or acquired by them within the port premises shall not be dismantled and removed without the written permission of Kolkata Port Trust.
- 20. Amicable Settlement :**
- If any dispute or difference or claims of any kind arises between the Contractor and Kolkata Port Trust in connection with interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or

arising out of the contract, or the rights, duties or liabilities of the parties under the contract, then the parties shall meet together promptly at the requests of any party in an effort to resolve such dispute, difference or claim by discussions between them.

21. **Arbitration:** In addition to what has been stated in this tender document on this issue, the following may be noted by the tenderer:

21.1 **Arbitrators:** Failing amicable settlement, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 including all amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrator and inform the party initiating such arbitration within 60 days. If the other party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996, including any amendment thereof.

21.2 **Place of Arbitration:** The place/ jurisdiction of arbitration shall be in Kolkata, West Bengal, India.

22. **Integrity Pact:** The bidder will have to enter into an Integrity Pact with Kolkata Port Trust as per format enclosed at **Annexure-J** on a Rs. 50/- Non Judicial Stamp Paper and relevant **Annexure-K**. All blank spaces to be filled in as appropriate. Following are the names of 2 Independent External Monitors (IEM) for implementation of Integrity Pact:

1. **Shri Subhashish Sarkar,**
Flat No. 406, Block-III,
Kirti Apartments,
Mayur Vihar Phase-I Extension,
Delhi-110 091,
Mob No. 98117 07230,
E-mail : subhashishsarkar53@yahoo(dot)com
2. **Ms. Bulbul Sen, IRS (Retd.),**
B-104 Nayantara Apts.
Block 8B, Sec - 7
Dwarka
New Delhi-110075
E-mail ID – bsensarkar@gmail(dot)com

23. **Priority of Contract Documents**

The several documents forming the Contract are to be taken as mutually explanatory to one another, but in case of ambiguity or discrepancies, the same shall be explained and adjudicated by the Engineer of the Contract (EoC), who shall thereupon issue to the

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

The following documents of the Contract Agreement in the following sequence:

- a. Letter of Intent (LoI)/Work Order
 - b. Special Conditions of Contract
 - c. Scope of work and Terms of Payment
 - d. Bill of Quantities
 - e. Instructions to the Tenderer
 - f. General Conditions of Contract
 - g. Any other document(s) forming part of the Contract
24. **Recovery of GST**: GST will be charged on the amount of LD as well as from other recovery i.e. 'damage, penalty, land rent, electricity charges as applicable' from the contractor.
25. All other terms and conditions excepting those mentioned separately shall be governed by Kolkata Port Trust's General Condition of Contract.

.....

Bill of Quantities**PART-A****Renovation of Bascule Bridge under Kolkata Dock System of Kolkata Port Trust.****e-Tender No.: KoPT/Kolkata Dock System/CME/4/18-19/ET/57**

**THIS IS A SAMPLE FOR QUOTING PART-II (PRICE BID) OF INSTANT TENDER.
 BIDDERS ARE REQUESTED NOT TO QUOTE HERE. THE PRICE PART TO BE
 QUOTED ONLINE ONLY.**

Sl. No.	Item particulars.	Quantity	Unit Rate		Amount for full quantity.	
			In Indian Rupees [INR]	In United States Dollars [US \$]	In Indian Rupees [INR]	In United States Dollars [US \$]
1.a	Supply, fabrication and installation of buffer plates (Closed position of Eastern Leaf) of required size as per drawings and at proper level after necessary dismantling of buffer beams and make good of the dismantled portion with good quality concrete to suit the site.	2 Nos.	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)
1.b	Checking the stability of rest 6 nos. buffer plates of Western & Eastern Leaves of the bridge and supply and installation as per site condition of the bridge.	6 Nos.	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)

Sl. No.	Item particulars.	Quantity	Unit Rate		Amount for full quantity.	
			In Indian Rupees [INR]	In United States Dollars [US \$]	In Indian Rupees [INR]	In United States Dollars [US \$]
2.	Refurbishment of longitudinal girder after checking the rust grade and repairs as necessary including metalisation / total change of girder as per site condition coordinated with repair works of Counter Weight boxes including painting with anti-corrosive epoxy paint.	MT	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)
3.	Refurbishment and replacement of concrete slabs at walkways at both north and south footpath of the bridge including filling the gaps with appropriate filler materials suitable for the exposed bridge.	M³	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)
4.	Investigation of rust grade for counter weight boxes including necessary repairs as required completed by painting with anti corrosive paint.	MT	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)
5.	Checking and replacing of deck plate at interfaces of bridge leaves and well structure (concrete) of the bridge including changing of necessary bolts and nuts and insertion with well structure as per drawing.	MT	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)

Sl. No.	Item particulars.	Quantity	Unit Rate		Amount for full quantity.	
			In Indian Rupees [INR]	In United States Dollars [US \$]	In Indian Rupees [INR]	In United States Dollars [US \$]
6.	The clearance between the leaves is to be checked and adjusted allowing expansion due to temperature variation and deflection to eliminate collision of the longitudinal girders of the two leaves.	LS	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)
7.	The centre lines of the two leaves are not in line and there is a deviation of about 8 to 10 mm at the meeting point of the two leaves. The centre lines of the two leaves are to be brought in line.	LS	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)
8.	Dirt and water coming inside the machinery house and well through the various openings are to be stopped.	LS	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)
9.	Supply and fitment of the 4 sets of gear trains .	LS	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)

Sl. No.	Item particulars.	Quantity	Unit Rate		Amount for full quantity.	
			In Indian Rupees [INR]	In United States Dollars [US \$]	In Indian Rupees [INR]	In United States Dollars [US \$]
10.	The 4 racks and pinions are to be thoroughly cleaned. Dimensions to be compared with the original and rectified as necessary.	LS	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)
11.	The 2 Differential gear boxes are to be opened, thoroughly checked for wear & tear and report to be submitted. The two differential gear boxes to be boxed up for operation of the bridge. One new identical Gearbox to be supplied as spare.	LS	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)
12.	Existing Drive System will be replaced by Electro-Mechanical Drive System keeping the Differential Gearbox.	LS	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)
13.	Worn out teeth on the track girder and notches on the rolling segments to be built up by welding to original dimensions to eliminate play leading to swing/movement of the leaves.	LS	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)

Sl. No.	Item particulars.	Quantity	Unit Rate		Amount for full quantity.	
			In Indian Rupees [INR]	In United States Dollars [US \$]	In Indian Rupees [INR]	In United States Dollars [US \$]
14.	Leaf Nose Locks to be checked and rectified as necessary.	LS	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)
15.	Tail Locks to be checked and repaired as necessary.	LS	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)
16.	All electrical sensors are to be replaced.	LS	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)
17.	Replacement of all power and control circuit wiring .	LS	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)

Sl. No.	Item particulars.	Quantity	Unit Rate		Amount for full quantity.	
			In Indian Rupees [INR]	In United States Dollars [US \$]	In Indian Rupees [INR]	In United States Dollars [US \$]
18.	Replacement of existing control desk.	LS	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)
19.	Supply, delivery, installation of suitable size XLPE insulated control cable between East side and West side both for Southern Fringe and Northern Fringe including replacement of corresponding rotary switches (Two Nos. 2 x 37 core control cable of 2.5 sq. Mm. Size for each side).	LS	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)
20.	Supply, delivery, installation of 150 sq. Mm XLPE insulated submarine power cable between East side and West side both for Southern Fringe and Northern Fringe including replacement of corresponding rotary switches.	LS	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)
21.	Replacement of all control panels both in the East and West Side with PLC drive.	LS	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)

Sl. No.	Item particulars.	Quantity	Unit Rate		Amount for full quantity.	
			In Indian Rupees [INR]	In United States Dollars [US \$]	In Indian Rupees [INR]	In United States Dollars [US \$]
22.	Supply, delivery, installation of 28 nos. limit switches at the respective location by replacing the old ones.	LS	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)
23.	Replacement of existing lighting circuits of machine room, operating room, underground pit and also the navigation light including supply, delivery and installation of suitable LED light fittings.	LS	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)
24.	Replacement of existing pressure indicating switches.	LS	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)
25.	Making arrangement of auto changeover of lighting circuit and pit pump in case of power failure either at East side or West side from the control room.	LS	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)

Sl. No.	Item particulars.	Quantity	Unit Rate		Amount for full quantity.	
			In Indian Rupees [INR]	In United States Dollars [US \$]	In Indian Rupees [INR]	In United States Dollars [US \$]
26.	Replacement of existing 2 nos. Transmitters at Machine room and 1 no. dual receiver at Control desk.	LS	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)
27.	Successful installation, commissioning and testing of the entire bridge including operating system, training of officials at site, supply of operation & maintenance manuals and special tools.	LS	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)	INR (In figures) Indian Rupees (in words)	US \$ (In figures) United States Dollars (in words)
Total				 (In figures) Indian Rupees (in words) (In figures) United States Dollars (in words)

Grand total price including all charges excluding GST (in Rupees) (In words):

Rupees _____

NOTE: 1. Evaluation will be done on the basis of Grand total price including all charges excluding GST.

2. GST will be paid extra at actual as applicable.
3. Quoted price shall be lump-sum.
4. Price should be quoted in Indian Rupee Currency.

Signature with date of the Tenderer :

Name and Designation with Seal of the Tenderer.....

Address :

**[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S LETTERHEAD, SIGNED,
SCANNED AND UPLOADED]**

e-Tender No.: KoPT/Kolkata Dock System/CME/4/18-19/ET/57

Profile of the Tenderer

1. (a) Name
 (b) Country of incorporation
 (c) Address of the corporate headquarters and its branch office(s), if any in India.
 (d) Date of incorporation and commencement of business.

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in connection with implementation of the tender.

3. Details of individual(s) of the tenderer (Lead Member in case of Consortium) who will serve as the point of contact/ communication with Kolkata Port Trust.
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone no (Land line and mobile) :
 - (f) E-Mail Address :
 - (g) Fax Number :

4. Details of Authorized Signatory of the Tenderer:
 - Name :
 - Designation :
 - Company :
 - Address :
 - Telephone No. (Land & Mobile) :
 - Fax No. :
 - Email Address :

5. In case of a Consortium:

- a. The information above (1-4) should be provided for all the members of the consortium.
- b. information regarding role of each member should be provided as per table below:

Sl. No.	Name of Member	Role
1.		
2.		
3.		
4.		

Signature of Power of Attorney Holders

Name:

Designation:

Date :

Seal

1. (a) Name:
(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office(s), if any in India:.....
(d) Date of incorporation and commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in connection with implementation of the tender.
3. Details of individual(s) of the Tenderer who will serve as the point of contact/communication with Kolkata Port Trust.
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number (land & Mobile):
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Details of the Authorised Signatory of the Tenderer:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:

- (e) Telephone Number (land & Mobile):
- (f) E-Mail Address:
- (g) Fax Number:

Signature of Tenderer.....

Name:

Designation:

Date :

Seal:

e-Tender No.: KoPT/Kolkata Dock System/CME/4/18-19/ET/57

**[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S LETTER HEAD, SIGNED,
SCANNED AND UPLOADED]**

Covering Letter

Ref. No.....

Date

.....

The Chief Mechanical Engineer,
Kolkata Port Trust,
Mechanical and Electrical Engineering Department,
8, Garden Reach Road,
Kolkata – 700 043

Dear Sir,

1. We,(Name of Tenderer) having examined the Tender Document and understood its contents, hereby submit our Tender for (NIT No. KoPT/KDS/Mech/C/ADV/482 dated. 24.04.2018 and confirm that we unconditionally accept all the terms and conditions of the same including the Addendum (if issued).

2. All information and proofs provided in the Tender including Addendum and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.

3. We shall make available to Kolkata Port Trust (hereinafter referred to as Kolkata Port Trust) any additional information it may find necessary or require to supplement or authenticate the Tender.

4. We,(Name of Tenderer) hereby undertake that we will abide by the decisions of Kolkata Port Trust in the matter of examination, evaluation and selection of Successful Tenderer and shall refrain from challenging or questioning any decision taken by Kolkata Port Trust in this regard. We further acknowledge the right of Kolkata Port Trust to reject our tender without

assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5. We also certify the following

(a) We have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority from participating in any Tender/Contract/Agreement of whatever kind

(b) We have also not been expelled from any project or contract nor have had any contract terminated for breach in the last 3 years ending on the date of opening of the techno commercial part of the tender.

6. We declare that:

(a) We have examined and have no reservations to the Tender Document, including the Addendum, if any, issued by Kolkata Port Trust thereon.

(b) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.

7. We understand that Kolkata Port Trust reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.

Yours faithfully,

Signature of Tenderer.....

Name:

Designation:

Date :

Seal of the tenderer.....

(DOCUMENT TO BE UPLOADED)

On the Rupees Ten Non-Judicial Stamp Paper

e-Tender No.: KoPT/Kolkata Dock System/CME/4/18-19/ET/57

BEFORE THE 1st CLASS JUDICIAL MAGISTRATE AT

AFFIDAVIT

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

1. THAT I am the proprietor/partner 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 filed before the Kolkata Port Trust as per the Clause No.
..... Of the Tender No. issued by the Kolkata
Port Trust in respect of the work (the work is to be mentioned).

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

DEPONENT

Identified by me.

(DOCUMENT TO BE UPLOADED)

e-Tender No.: KoPT/Kolkata Dock System/CME/4/18-19/ET/57

INDEMNITY BOND**On the Rupees Fifty Non-Judicial Stamp Paper**

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 Mechanical Engineering Department, Kolkata Port Trust (A Statutory Body under MPT
 Act, 1963).

2. WHEREAS, 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 Mechanical Engineering Department, Kolkata Port Trust against all damages and accidents to the Labourer/Tenderer/Contractor.

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

4. AND the Contractor hereunder agrees to indemnify 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 yearat

Sureties : Signature of the Indemnifier

1. Name :
Address :
2. Name :
Address :
Witnesses :

(DOCUMENT TO BE UPLOADED)

e-Tender No.: KoPT/Kolkata Dock System/CME/4/18-19/ET/57

On the Rupees Fifty Non-Judicial Stamp Paper

(Scanned copy to be submitted online and one hard copy to be submitted to Kolkata Port Trust offline)

INTEGRITY PACT

Between

Kolkata Port Trust (Kolkata Port Trust) hereinafter referred to as “The Principal/ Employer”

And

.....hereinafter referred to as “The Bidder/Contractor”.

Preamble

The principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliances with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM) appointed by the principal, will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

NOW, THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to currency of the contract to be entered into with a view to :-

Enabling the PRINCIPAL / EMPLOYER to get the contractual work executed and / or to obtain / dispose the desired said stores / equipment at a competitive price in conformity with the defined specifications / scope of work by avoiding the high cost and the distortionary impact of corruption on such work / procurement /disposal and Enabling BIDDERS /CONTRACTORS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will abstain from bribing and other corrupt practices and the PRINCIPAL/EMPLOYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

Section 1- Commitments of the Principal/employer.

(1) The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Principal, personally or through family members, will, in connection with the tender for, or the execution of a contract, demand, take a 53 promise for or accept, for self or third person, any materials or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/ Prevention of Corruption (PC) Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s)/Contractor(s)

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or nonsubmission of bid or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor (s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.

- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representative in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “**Guidelines on Indian Agents of Foreign Suppliers**” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned 54 in the Guidelines, all the payments made to the Indian Agent/representative have to be in Indian Rupees only. Copy of the Guidelines on Indian Agents of foreign Suppliers is annexed and marked as **Annexure-N**.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

- (1) If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as considered appropriate.

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand the recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years from the date of signing the Integrity Pact with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Undertakings /Enterprise in India, Major Ports, / Govt. Departments of India that could justify his exclusion from the tender process.

- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as considered appropriate.

Section 6- Equal treatment of all Bidders / Contractors/ Subcontractors

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section7 – Other Legal actions violating Bidder(s)/Contractor(s)/ Sub contractor(s)

The actions stipulated in this Integrity pact are without prejudice to any other legal action that may follow in accordance with provisions of the extant law in force relating to any civil or criminal proceedings.

Section 8- Role of Independent External Monitor (IEM)

- (a) The task of the monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- (b) The monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Kolkata Port Trust.
- (e) The BIDDER / CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER / CONTRACTOR. The demonstration of a valid interest, unrestricted and unconditional access to his contract documentation, if any. The same is applicable to Sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor(s) with confidentiality.
- (f) The Principal / Employer will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an

impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.

- (g) The Monitor will submit a written report to the designated Authority of Principal / Employer / Chief Vigilance Officer of Kolkata Port Trust within 8 to 10 weeks from the date of reference or intimation to him by the Principal / Employer / Bidder / Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER / CONTRACTOR can approach the Independent External Monitor (s) appointed for the purposes of this Pact.
- (h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the relevant IPC/PCA and the Principal / Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (j) The word 'Monitor' would include both singular and plural.

Section 9 – Facilitation of Investigation:

In case of any allegation o violation of any provisions of this Pact or payment of commission, the PRINCIPAL / EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER / CONTRACTOR shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Section 10 – Pact Duration:

The pact begins with when both parties have legally signed it and will extend up to 2 years or the complete execution of the contract including warranty period whichever is later. In case bidder / contractor is unsuccessful this Integrity Pact shall expire after 6 months from the date of signing of the contract. If any claim is made / lodged during this time, the same shall be binding and continue to the valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of Kolkata Port Trust

Section 11- Other provisions:

- (1) This agreement is subject to Indian law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.

- (2) Changes and supplements as well as termination notices need to be made in writing in English.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners of consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For & on behalf of the Principal
(Office Seal)

(For & on behalf of Bidder/Contractor)
(Office Seal)

Place.....

Date.....

Witness 1: (Name & Address) _____

Witness 2: (Name & Address) _____

Annexure-N

**Format for submission of details of item of works for Renovation of Bascule Bridge under
Kolkata Dock System of Kolkata Port Trust**

Sl No.	Description of Items	Unit	Details to be furnished before pre-bid
1.a	Supply, fabrication and installation of buffer plates (Closed position of Eastern Leaf) of required size as per drawings and at proper level after necessary dismantling of buffer beams and make good of the dismantled portion with good quality concrete to suit the site.	2 nos	Details of proposed work to be carried out & specification of all material
1.b	Checking the stability of rest 6 nos. buffer plates of Western & Eastern Leaves of the bridge and supply and installation as per site condition of the bridge.	6 nos	Details of proposed work to be carried out & specification of all material
2	Refurbishment of longitudinal girder after checking the rust grade and repairs as necessary including metalisation / total change of girder as per site condition coordinated with repair works of CW boxes including painting with anti-corrosive epoxy paint	MT	Details of proposed work to be carried out & specification of all material
3	Refurbishment and replacement of concrete slabs at walkways at both north and south footpath of the bridge including filling the gaps with appropriate filler materials suitable for the exposed bridge	M ³	Details of proposed work to be carried out & specification of all material
4	Investigation of rust grade for counter weight boxes including necessary repairs as required completed by painting with anti corrosive paint	MT	Specification of all material including paints & painting scheme Details of proposed work to be carried out & specification of all material
5	Checking and replacing of deck plate at interfaces of bridge leaves and well structure (concrete) of the bridge including changing of necessary bolts and nuts and insertion with well structure as per drawing	MT	Details of proposed work to be carried out & specification of all material
6	The clearance between the leaves is to be checked and adjusted allowing expansion due to temperature variation and deflection to eliminate collision of the longitudinal girders of the two leaves.	LS	Details of proposed work to be carried out & specification of all material
7	The centre lines of the two leaves are not in line and there is a deviation of about 8 to 10 mm at the meeting point of the two leaves. The centre lines of the two leaves are to be brought in line.	LS	Details of proposed work to be carried out & specification of all material
8	Dirt and water coming inside the machinery house and well through the various openings are to be stopped.	LS	Details of proposed work

			to be carried out & specification of all material
9	Supply and fitment of the 4 sets of new gear trains.	LS	Specification of all material
10	The 4 racks and pinions are to be thoroughly cleaned. Dimensions to be compared with the original and rectified as necessary.	LS	Details of proposed work to be carried out including quantity
11	The 2 Differential gear boxes are to be opened, thoroughly checked for wear & tear and report to be submitted. The two differential gear boxes to be boxed up for operation of the bridge. One new identical Gearbox to be supplied as spare.	LS	Details of proposed work to be carried out & specification of all material
12	Worn out teeth on the track girder and notches on the rolling segments to be built up by welding to original dimensions to eliminate play leading to swing/movement of the leaves.	LS	Details of proposed work to be carried out including quantity
13	Leaf Nose Locks to be checked and rectified as necessary.	LS	Details of proposed work to be carried out including quantity
14	Tail Locks to be checked and repaired as necessary.	LS	Details of proposed work to be carried out including quantity
15	Existing Drive System will be replaced by Electro-Mechanical Drive System keeping the Differential Gearbox.	LS	Details of proposed work to be carried out including quantity of each item
16	All electrical sensors are to be replaced	LS	Specification & quantity of sensors to be furnished
17	Replacement of all power and control circuit wiring	LS	Specification & quantity to be furnished
18	Replacement of existing control desk	LS	Specification & quantity to be furnished
19	Supply, delivery, installation of suitable size XLPE insulated control cable between East side and West side both for Southern Fringe and Northern Fringe including replacement of corresponding rotary switches (Two Nos. 2 x 37 core control cable of 2.5 sq. Mm. Size for each side).	LS	Specification & quantity to be furnished
20	Supply, delivery, installation of 150 sq. Mm XLPE insulated submarine power cable between East side and West side both for Southern Fringe and Northern Fringe including replacement of corresponding rotary switches.	LS	Specification & quantity to be furnished

21	Replacement of all control panels both in the East and West Side with PLC drive.	LS	Specification & quantity to be furnished
22	Supply, delivery, installation of 28 nos. limit switches at the respective location by replacing the old ones.	LS	Specification & quantity to be furnished
23	Replacement of existing lighting circuits of machine room, operating room, underground pit and also the navigation light including supply, delivery and installation of suitable LED light fittings.	LS	Specification & quantity to be furnished
24	Replacement of existing pressure indicating switches.	LS	Specification & quantity to be furnished
25	Making arrangement of auto changeover of lighting circuit and pit pump in case of power failure either at East side or West side from the control room.	LS	Specification & quantity to be furnished
26	Replacement of existing 2 nos. Transmitters at Machine room and 1 no. dual receiver at Control desk.	LS	Specification & quantity to be furnished
27	Successful installation, commissioning and testing of the entire bridge including operating system, training of officials at site, supply of operation & maintenance manuals and special tools.	LS	-

e-Tender No.: KoPT/Kolkata Dock System/CME/4/18-19/ET/57

**[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S
LETTERHEAD, SIGNED, SCANNED AND UPLOADED]**

**Undertaking to be submitted in lieu of uploading/submitting signed copy of full tender
document**

Ref. No.....

Date

The Chief Mechanical Engineer,
Kolkata Port Trust,
Mechanical and Electrical Engineering Department,
8, Garden Reach Road,
Kolkata – 700 043

Dear Sir,

1. We,(Name of Tenderer) have fully read and understood the entire Tender Document, GCC, and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC and Addenda.

We are submitting this undertaking in lieu of submission of signed copy of the full tender document.

Yours faithfully,

Signature of Tenderer.....

Name:

Designation:

Date :

Seal of the tenderer.....

SPECIMEN EMD (Bank Guarantee Format)

(The Bank shall fill in this bank Guarantee Form in accordance with the instructions indicated. To be executed on Rs 100 /- non- judicial stamp paper)

(Bank's Name, and Address of Issuing Branch or Office)

Beneficiary:_____ (Name and Address of Employer / Board)

Date : _____

Tender Guarantee No: _____

We have informed that (name of the Tenderer) (hereinafter called “the Tendered”) has submitted to you its Tender dated (hereinafter called “the Tender”) for the execution of {name of contract} under Invitation for Tenders No. (number). Furthermore, we understand that, according to your conditions Tenders must be supported by an Earnest Money Deposit (EMD).

At the request of the Tenderer, we (name of Bank) hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of (amount in figures) (amount in words) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- (a) Has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender : or
- (b) Having been notified of the acceptance of its Tender by the Employer /Board during the period of Tender Validity, (i) fails or refuses to execute the form of Agreement, if required or (ii) fails or refuses to furnish the performance guarantee, in accordance with the instructions to Tenderers.

This guarantee will expire unless otherwise extended or informed by the Employer/Board :

- (a) If the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer: or
 - (b) If the Tenderer is not the successful Tenderer, upon the earlier of
 - (i) Our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer : or
 - (ii) Twenty – eight days after the expiration of the Tenderer's Tender validity or any extended period thereof:
- Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

[Signature (s)]

[Authorisation letter from the issuing bank that the signatory of this BG is authorized to do so- should also be enclosed]

e-Tender No.: KoPT/Kolkata Dock System/CME/4/18-19/ET/57

**GENERAL CONDITIONS OF CONTRACT
FORMS AND AGREEMENTS**

**SANCTIONED BY TRUSTEES UNDER RESOLUTION NO. 92
OF
THE 6TH MEETING HELD ON 27TH MAY, 1993.**

(Copy of Booklet Published on May, 1993)

1. DEFINITIONS

- 1.0. In the contract, as her-in-after defined, the following words and expressions shall have the meaning here-in assigned to them, except where the context otherwise required.
- 1.1. **"Employer"** or "Board" or "Trustees" means the Board of Trustees for the Port of Kolkata, a body corporate under Section 3 of the Major Port Trust Act, 1963, including their successors, representatives and assigns.
- 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.
- 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 representative's heirs, successor and assigns, if any permitted by the Board / Chairman.
- 1.4. **"Engineer"** means the Board's official who has invited the tender on its behalf and includes the Chief Engineer, the Chief Mechanical Engineer, the Senior Executive Engineer the Chief Hydraulic Engineer, the Deputy Chief Engineer, the Deputy Chief Mechanical Engineer, the Senior Resident Engineer, The Manager (Infrastructure & Civic Facilities), the Manager (Plant & Equipment) the Deputy Manager (Infrastructure & Civic Facilities) and the Deputy Manager (Plant & Equipment), or other official as may be appointed from time to time by the employer, with written notification to the Contractor, to act as Engineer for the purpose of the contract, in place of the "Engineer" so designated.
- 1.5. **"Engineer's Representative"** means any subordinate Engineer 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.
- 1.6. **"Work"** means the Work to be executed in accordance with the Contract and includes authorized "Extra Works" and "Excess Works" and Temporary 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 god owns, platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and mixing platforms.
- 1.8. **"Extra Works"** means those works required by the Engineer for completion of the Contract which were not specifically and separately included in the schedule of items of works (i.e., Bills 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.
- 1.9. **"Specifications"** means the relevant and appropriate Bureau of Indian Standard's Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.
- 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.
- 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.
- 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 work.

- 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.
- 1.14. **"Contract Price"** means the sum named in the letter of acceptance of the Tender/ Offer of the Contractor, subject to such additions thereto and deduction there from as may be made by the Engineer under the provisions here-in-after contained.
- 1.15. **"Month"** means English Calendar Month.
- 1.16. **"Excepted risks"** are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks)
- 1.17. Word importing the **singular** only, also includes the **plural** and vice-versa where the context so required.
- 1.18. The **headings 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 word "Cost" shall be deemed to include overhead costs of the contractor, whether on or off the site.

2. DUTIES & POWERS OF ENGINEER & ENGINEER'S REPRESENTATIVE

- 2.1. The Contractor shall execute, complete 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.
- 2.2. The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 herein, from the 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.
 - (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, alternation 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:
 - (a) watch and supervise the works,
 - (b) test and examine any material to be used or workmanship employed in connection with the work.
 - (c) have power to disapprove and material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard.
 - (d) take measurements of work done by the contractor for the purpose of payment or otherwise.
 - (e) order demolition of defectively done work for its reconstruction all by the Contractor at his own expense,
 - (f) have powers to issue alteration order not implying modification design and extension of completion time of the work and
 - (g) 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,
 - (b) to make variation of or in the works and
 - (c) to relieve the Contractor of any of his duties or obligations under the Contract.
- 2.6. Provided also as follows:
 - (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, braking-up thereof and re- construction 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 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. Contractor and the Trustees as though it had been given by the Engineer, who may from time to time, make such delegation.

3. THE TENDER / OFFER AND ITS PRE-REQUISITES

- 3.1. The Contractor shall, before making out and submitting his tender / offer be deemed to have inspected and examined the site, fully consider all factors, risks and contingencies, which will have direct and in direct impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration:
- The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climate 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.
 - 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.
 - The accommodation required for the workmen and site office, mobilization demobilization and storage of all plant, equipment and Construction materials.
 - The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all of Contractor's cost.
 - 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.
 - Payment of all kinds of stamp-duty for exacting the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds.
- 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.
- 3.4.
- Unless other wise stipulated in the Notice Inviting the Tender/Offer, every tender must be submitted with Earnest Money of the amount calculated as per the following scale.

Estimated Value	Amount of Earnest Money	
	For works contract.	For contract of supplying materials of equipment only
Up to Rs.1,00,000/-	5% of the estimated value of work	1% of the estimated value of work.
Over Rs. 1,00,000/-	2% of the estimated value of work subject to a maximum of Rs.20,000/- and minimum of Rs. 5,000/-	1/2% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-

- Earnest Money shall be deposited with Trustees' treasurer in cash or by Banker's Cheque of any Kolkata Branch of a Nationalized Bank of India drawn in favour of Kolkata Port Trust or in the form of an "Kolkata Port Trust" and payable at Kolkata / Haldia Holding as the case may be and the receipt granted there for be kept attached to the Tender / offer in the Sealed Cover.
- Earnest Money of un-accepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalized Bank of Kolkata / Haldia.
- 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:

Class of Registration	Amount of Fixed Security	Financial limit of each tender
A	Rs. 10,000/-	Any tender priced up to Rs. 2,00,000/-
B	Rs. 5,000/-	Any tender priced up to Rs.1,00,000/-
C	Rs. 2,500/-	Any tender priced up to Rs. 50,000/-

- (i) Tender submitted without requisite Earnest Money may be liable to rejection.
- (ii) If before expiry of the validity period of his Tender / offer, the tender 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 of the option of the Trustees.
- (e) The Earnest Money of accepted Tender / offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Contractor after cancellation of the previous Receipt of Earnest Money.
- (f) 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.

Value of Work	% of Security Deposit for works contract	% of Security Deposit for Contract of supplying materials and equipments 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 next Rs.10,00,000/-+ 5% on the balance	1% on first Rs.10,00,000/-+1/2% on next Rs.10,00,000/-+ ¼% on the balance

- (g) 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 Nationalized Bank of India drawn in favour of Kolkata Port Trust and payable at Kolkata / Haldia, as the case may be.
- (h) 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.

3.5.

- (i) The Security Deposit shall be 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 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.
- 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 Nationalized 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 are liable to forfeiture; all at 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-fulfillment 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.

4. THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR

4.1.

- (a) The contract documents shall be drawn-up in English language.
- (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 Act:
 - 1. The Indian Contract Act, 1872.
 - 2. The Major Port Trust, 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 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.
- 4.3. Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.
- 4.4. Two copies of the Drawing 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.
- 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.
- 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 subletting under this clause.
- 4.7. Unless otherwise specified, the Contractor shall be deemed to have included in his Tender / Offer all his cost for supplying and providing all constructional plant, temporary work, materials both for temporary and permanent works, labour including supervision thereof transporting to and from the site and in and about the work, including loading, unloading, fencing, watching, lighting, payment of fees, taxes and duties to the appropriate authorities and other things of every kind required for the construction, erection, completion and maintenance of the work.
- 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.

- 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.
- 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.
- 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.
- 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 down cost as per instruction and to the satisfaction of the Engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer, shall be recoverable from the Contractor in whatever manner the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the 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.
- 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.
- 4.15. The Contractor shall immediately inform the Engineer's Representative 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.
- 4.16. The Contractor shall be deemed to have indemnified the Trustees against all claims, demands, actions and proceedings and all costs arising there from on account of:
 - (a) Infringement of any patent right, design, trade-mark, 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) Unauthorized 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.

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

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

4.19. Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or in case of Trustee's enlisted Contractor to the address as appearing in the trustee's 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 dispatch.

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.

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.

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

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 a 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. COMMENCEMENT, EXECUTION AND COMPLETION OF WORK

- 5.1. The contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Contractor's tender / offer by the Trustees or within such preliminary time as mentioned by the contractor in the Form of Tender or the time accepted by the Trustees. The contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representatives, time being deemed the essence of the contract on the part of the Contractor.
- 5.2. The Contractor shall provide and maintain a suitable office at or near the site, to which the Engineer's Representative may send communications and instructions for use of the Contractor.
- 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.
- 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.
- 5.5. Unless stipulated otherwise, in the contract, all materials, workmanship 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 materials 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.
- 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.
- 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.
 - (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.

- (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.
- (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 / 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 / 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.
- (e) If the Engineer decides that due to the contractor's negligence, and 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—
 - 1. The issue rate of the materials at the Trustees' Stores, and
 - 2. The market price of the material on the date of issue as would be determined by the Engineer.

5.9. The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time – (i) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the Engineer or his Representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and proper re-execution of any work, which in respect of material and workmanship is not in accordance with the contract or the instructions of the Engineer. The contractor shall comply with such order at his own expense- and within the time specified in the order. If the contractor falls to comply, the Engineer shall be at liberty to dispose of 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.

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.

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

1. Otherwise provide for in the contract, or
2. Necessary by reason of some default on the part of the Contractor, or
3. Necessary by reason of climatic conditions on the site, or
4. 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.

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 instruction.

- 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 takeover and / or used by the Trustees the Contractor shall on application be entitled to partial completion certificate in the Form of 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.

6. 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 advances, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.
- 6.2. All payments shall be made to the Contractor on the basis of measurement 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 decided any other rate for change in the scope of work or omission, if any, on the part of the Contractor.
- 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.
- 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 taken of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even other 3 days written notice from the Engineer's Representative the measurement shall be taken ex-part by the Engineer's representative and those shall be accepted by the Contractor.

- 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, amount 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—

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 shortage 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 Trustee' 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 Scheduled 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 over certify for payment or the Trustees should over-pay the Contractor on any account.

- 6.8. No claim for interest shall be admissible 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.

7. 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 fulfillment of his obligation under the contract.

- 7.2. The Engineer shall have the power to order the Contractor in writing to make any variation of the Quantity, quantity 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:

- a) Increase or decrease the quantity of any work included in the contract.
- b) Omit any work included in the contract.
- c) Change the Character or quality or kind of any work included in the contract.
- d) Change the levels, lines, position and dimensions of any part of the work, and
- e) Execute extra and additional work of any kind necessary for completion of the works.

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

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

- 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.

- 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 decided 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. DELAY / EXTENSION OF COMPLETION TIME / LIQUIDATED DAMAGE / TERMINATION OF CONTRACT

8.1. Should the quantum of extra or additional work of any kind or delayed availability of the Trustees' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotions 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 Damaged" Clause (No.8.3 hereof) on the Contractor and his decision shall be binding on the contractor. If an extension of completion time is granted by the Engineer, the clause No.8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communication 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 price) as mentioned in the latter 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% the said value of work.

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 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 :

(i) The Contractor has abandoned the contract.

- (ii) In the opinion of the Engineer, either the performance of the Contractor is not satisfactory or the work is not getting completed within the agreed period on account of Contractor's lapses.
 - (iii) The Contractor has failed to commence the work or has without any lawful excuse under these conditions, has kept the work suspended 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 after receiving from the Engineer or his Representative the written notice stating that the said materials or work are rejected by him.
 - (v) The Contractor is not executing the work 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 in to composition with his creditors or being a company goes in to liquidation either compulsorily or voluntarily.
- 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 of 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 whole of the work in accordance with the contract.
 - 8.3.3 Upon termination of contract, the contractor shall be entitled to receive payment of only 90 % of the value of the work actually done or materials actually supplied by him and subject to recoveries as per contracts, 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 and known in all respect.

9. MAINTENANCE AND REFUND OF SECURITY DEPOSIT

- 9.1. On completion of execution of the work the contractor shall maintain the same for a period, as may be specified in the form of a Special Condition of the Contract, from the date mentioned in the initial Completion Certificate in the 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 manner deemed suitable by the Engineer.

- 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 from 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 relive 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 from G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in from 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 there from in respect of any sum due to the Trustees from the Contractor.

10. 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 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 work 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 .
- 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.
- 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 Kolkata or as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference to cost of any incidental to the reference and award respectively shall be in discretion of the

- Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid .
- 10.3.5 The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reason for the award.
- 10.3.6 The Arbitrator shall consider the claims of all the parties to the contract within only the parameters of scope and conditions of the contract in question.
- 10.3.7 Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made 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 decisions. 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 case 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 stipulated in the contract, must be submitted to the Engineer, with detailed justifications in the context of contract Conditions, before the final completion of the work.
- No dispute or difference on any matter whatsoever, pertaining to the contract can be raised by the contractor 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 here-in-above, on their sole discretion, by adding the names of new Arbitrators and / or by deleting the names of existing Arbitrators, without any reference to the Contractor.

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

THIS AGREEMENT made thisday
of.....20.....between the Board of Trustees for the Port of Kolkata, a body
corporate constituted by the Major Port Trusts Act, 1963 (hereinafter called “Trustees” which
expression shall unless excluded by or repugnant to the context be deemed to include their
successors in office) of the one part and
.....
.....(hereinafter called “ the Contractor ”, which expression shall unless excluded by or
repugnant to the context be deemed to include its heirs, executors, administrators,
representatives and assignees or successors in office) of the other part.

WHEREAS the Trustees are desirous that certain works should be executed / constructed , viz.
.....
.....and have accepted a Tender / Offer by the Contractor for the execution and
maintenance of such work NOW THIS AGREEMENT WITNESSETH as follows :

1. In this Agreement words and expressions shall have the same meanings as are
respectively assigned to them in General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of
this Agreement, viz.
 - (a) The said Tender / Offer & the acceptance of the Tender / Offer
 - (b) The General Conditions of Contract
 - (c) The Special Conditions of Contract
 - (d) Special Conditions of Contract (if any)

- (e) The Conditions of Tender
- (f) The Specifications
- (g) The Bill of quantities
- (h) The Trustees Schedule of Rates and Prices (if any).
- (i) All correspondence 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 and maintain the work in conformity in all respects with the provisions of the contract.

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

IN WITNESS whereof of 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.

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

FORM G.C.1

Contract

Address

Date of Completion

Dear Sir/s,

This is to certify that the following works viz.

Name of the
Work.....

Estimate Number E.E.Odt

.....
C.E.Odt

Work Order Number

Allocation.....

Contract Number

which was carried out by you is in the opinion of the undersigned completing in every respect on the Day of20..... 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 20
to the day of 20

Signature (.....)
(Engineer / Engineer's Representative)

Name.....

Designation.....

Office Seal

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

KOLKATA PORT TRUST

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 works viz.

Name of work

Estimate No. E.E.O.. dt

C.E.O.dt

Work Order No dt

Allocation

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

KOLKATA PORT TRUST

FORM G.C.3

(‘No Claim’ Certificate From Contractor)

The Engineer
Kolkata Port Trust
Kolkata / 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
.....

Allocation.....
...

Contract No.
.....
....

Agreement No
.....dt.....and I/We have no

further claim against Kolkata 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 Kolkata/Haldia Branch, as the case may be, of any nationalized 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 Kolkata, a body corporate - duly constituted under the Major port Trust 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 Contractor”), from cash payment of Security Deposit/Payment of Security Deposit through deduction from the Contractor’s 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, Kolkata...../ Haldia, further agree that if a written demand is made by the Trustees through any of its officials

for honoring 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 same so demanded to the Trustees
 within a week from the date such demand by an A/c. Payee Banker's Cheque drawn in favour of
 'Kolkata Port Trust', without any demur . Even if there any dispute between the Contractor and
 the Trustees , this 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 Guaranteed 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 any time 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 Guaranteed 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 is 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 up to and inclusive of
day of19.....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 up to 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 written 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 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)

Format For Power Of Attorney For Signing Of Tender

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

Dated: _____

POWER OF ATTORNEY

To whomsoever it may concern

Mr. _____ [Name of the Person(s)],
residing at _____ [Address of the person(s)], acting
as _____ (Designation of the person and name of the firm), and whose
signature is attested below, is hereby authorized on behalf of

[Name of the Tenderer (in case of a consortium, name of the lead member)] to sign the tender [(Tender
No. _____ and _____ (Tender subject-
".....")]] and
submit the same and is hereby further authorized to provide relevant information/ document and respond
to the enquiry's etc. as may be required by Kolkata Port Trust (Kolkata Port Trust) in respect of the
tender.

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

(Attested signature of Mr. _____)

For _____ (Name of the Tenderer / Consortium Members with Seal)

Note –

(In case of Consortium, representative of all members must sign)

Format For Power Of Attorney For Lead Member Of Consortium

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

POWER OF ATTORNEY

Whereas Kolkata Port Trust (“the Authority”) has invited tenders from interested parties for “.....” (Tender No.).

Whereas,,, And (collectively the “ Consortium”) being members of the Consortium are interested in bidding for the Tender in accordance with the terms and conditions of the Tender Document and other connected documents in respect of the said tender, and

Whereas, it is necessary under the Tender Document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Tender and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s. having our registered office at, M/s..... having our registered office at, M/s. having our registered office at, and M/s. having our registered office at, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby designate, nominate, constitute, appoint and authorize M/s. having its registered office at, being one of the members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the contract, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid(s) for the tender, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre Bid and other conferences/meetings, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid(s) of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid(s) for the tender and/or upon award thereof till the Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us / Consortium.

IN WITNESS HEREOF WE HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS
DAY OF20**

For
.....
(Name & Title)
For
.....
(Name & Title)
For
.....
(Name & Title)

Witnesses:

- 1.
- 2.
-

(To be executed by all the members of the Consortium)

Format For submitting details of similar work**KOLKATA PORT TRUST**

	Name of the similar project / work executed successfully.	Period of the project	Value of the project
Single Entity			
Consortium Member 1			
Consortium Member 2			

Instructions:

1. The single entity tenderer / each member of consortium should furnish its details in the appropriate column.
2. The description of each of the project shall have to be provided while giving the following details:
 - (a) Location of the project
 - (b) Contact details of the concerned dredging projects
 - (i) Name of Contact Person(s)
 - (ii) Designation(s)
 - (iii) Address
 - (iv) Telephone/Mobile No.
 - (v) Fax
 - (vi) Email

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

Name:

Designation:

Date:

Seal:

CERTIFIED BY

Name of Chartered / Certified Accountant Firm

Registration Number & other details

Name of the Signatory.....

Signature

Designation

Date

Seal

Details Of Financial Capability Of The Tenderer

(In Rs. Crore)

Applicant Type	Annual Financial Turn Over
	Average on last 3 years
Single entity Tenderer	
Consortium Member 1	
Consortium Member 2	
Consortium Member 3	
Consortium Member 4	

Please add more rows depending upon Consortium Members.

Instructions:

1. The Single Entity Tenderer/ each members of Consortium should submit its details in the appropriate column.

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

Name:

Designation:

Date :

Seal

CERTIFIED BY

Name of Chartered Accountant Firm

Registration No. & other details

Name of the Signatory

Signature

Designation

Date

Format for Joint Bidding Agreement (in case of JV/Consortium)

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the..... day of.....2018

AMONGST

1. [•+, a company incorporated under the Companies Act, 1956] and having its registered office at..... (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

And

2. [•+, a company incorporated under the Companies Act, 1956] and having its registered office at]..... (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

And

3. . [•+, a company incorporated under the Companies Act, 1956] and having its registered office at..... (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the [FIRST, SECOND AND THIRD] PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS

- (A) Kolkata Port Trust having its head office at, 15th Strand Road, Kolkata – 700001, India (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (the Applications") by its Request through NIT No.... dated (the Tender Document) for appointment as Contractor for the {Project name}
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the Tender document and other bid documents in respect of the Project
- (C) It is a necessary condition under the Tender Document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations:

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium:

- a. The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the selection process for the Project. In case of Joint Venture, the Parties to hereby assure that the JV will not be dissolved during the course of this assignment.

- b. Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Affiliates.

3. Covenants:

The Parties hereby undertake that in the event the Consortium is declared the selected contractor and awarded the Contract, the Parties shall enter into a contract for the services ("Contract") with the Authority and for performing all obligations as the Contractor in terms of the Contract.

4. Role of the parties:

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a. Party of the First Part shall be the Member in Charge of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Contract and until the Effective Date under the Contract.
- b. Party of the Second Part shall be [•]; and c. Party of the Third Part shall be *•]

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Contract and in accordance with the terms of the Tender document and the Contract, for the performance of the Contract.

6. Member in Charge or Lead Member

Without prejudice to the joint and several liabilities of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Member in Charge I Lead Member and the Authority shall be entitled to deal with such Member in Charge as the representative of all Members. Each Party agrees and acknowledges that:

- a. any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The Authority shall be entitled to rely upon any such action, decision or communication from the Member in Charge;
- b. consolidated invoices for the services in relation to the Contract performed by all the Members shall be prepared and submitted by the Member in Charge and the Authority shall have the right to release payments solely to the Member in Charge and the Authority shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties.
- c. any notice, communication, information or documents to be provided to the Contractor shall be delivered to the authorized representative of the Contractor (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a. Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this

Agreement, and will not, to the best of its knowledge:

- i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
 - d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects

8. Authorised Representation

The parties agree that, who is employed with the member in charge, or his/her nominee shall be the authorized representative of the consortium, to do on behalf of the Consortium, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of the Consortium's proposal for and the Contract including but not limited to signing and submission of all applications, proposals and other documents, participating in pre-bid and other conferences and providing information/responses to the authority, representing the consortium in all matters before the authority, signing and execution of all contracts and undertakings consequent to acceptance of the Consortium's proposal and generally dealing with the Authority in all matters in connection with or relating or arising out of the Contract.

9. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the Contract is awarded to the Consortium. However, in case the Consortium is not selected for award of the Contract, the Agreement will stand terminated upon intimation by the Authority that it has not been selected and upon return of the Bid Security by the Authority.

11. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART by

(Signature)

(Name)

(Designation)

(Address)

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART by:

SIGNED, SEALED AND DELIVERED

For and on behalf of

FOURTH PART by

(Signature)

(Name)

(Designation)

(Address)

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Covering Letter(In case of Joint Venture)

Dated :

To,

The Chief Mechanical Engineer
Kolkata Port Trust,
Mechanical and Electrical Engineering Department
8, Garden Reach Road
Kolkata-700043

Dear Sir,

- 1) I/we, _____ (Name of tenderer) having examined the Tender Document and understood its contents, hereby submit our tender for at, Kolkata Port Trust.
- 2) All information provided in the tender including Addenda and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.
- 3) I/We shall make available to Kolkata Port Trust (hereinafter referred to as Kolkata Port Trust) any additional information it may find necessary or require to supplement or authenticate the Tender
- 4) I/we acknowledge the right of Kolkata Port Trust to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 5) I/we also certify the following
 - a. I/we / any of the consortium member (as the case may be) have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind
 - b. I/we certify that in the last three years, I/We/any of the consortium members or our / their associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority/entity nor have had any contract terminated by any public authority / entity for breach on our part.
- 6) I/we declare that :
 - a. I/we have examined and have no reservations to the Tender Document, including the Addenda issued by Kolkata Port Trust thereon
 - b. I/we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.

- 7) I/we understand that Kolkata Port Trust reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
- 8) _____ (Name of Tenderer) hereby undertakes that I/we will abide by the decision of Kolkata Port Trust in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by Kolkata Port Trust in this regard.

Thanking you,

Yours faithfully,

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

Name:

FORMAT IN CASE OF JOINT VENTURE / CONSORTIUM AGREEMENT

(To be submitted on stamp paper)

This Joint venture/consortium agreement is made at _____ on _____ day of _____ 2018 between M/s. _____ (please indicate the status viz. Proprietor, firm, Company) represented through its proprietor /partner or Director (hereinafter referred to as “first Party”) and M/s. _____ (Please indicate the status viz. Proprietor, Firm, Company) represented through its proprietor /partner or Director (hereinafter referred to as “Second Party”) WHEREAS the First party is engaged in the _____ business _____ of _____

AND WHEREAS THE Second Party is engaged in the business of _____

AND WHEREAS both the parties are desirous of entering into a joint venture /consortium for carrying on the work of KOLKATA PORT TRUST in connection with work of _____ (please mention the work of the tender).

AND WHEREAS the First Party and Second Party have agreed to form joint venture/consortium for execution of subject works.

NOW THIS DEED WITNESSED AS UNDER:

- a. That under this Joint Venture/consortium Agreement the work will be done jointly by the first party and second party in the name and style of M/s. _____.
- b. It is further agreed by the Joint Venture/consortium Partner that _____ of M/s. _____ has been nominated as Lead Partner for the execution of the works.
- c. That all the parties shall be liable jointly, equally and severally for the satisfactory execution of the contract in all respect in accordance with terms and conditions of the contract and the lead partner shall be authorised to incur liabilities and receive instruction for and on behalf of any and all the partners and parties of the Joint Venture/consortium and the entire execution of the contract including payment shall be done exclusively with the lead partner.
- d. THE PROPOSED PARTICIPATION SCOPE OF ACTIVITIES TO BE PERFORMED AND RESPONSIBILITIES OF EACH:

The proposed administrative arrangement, participation, scope of activities to be performed and responsibilities for the execution of the work of the each party shall be as under:

First Party:

Second Party:

- e. The turnover and experience of each party is as under:

First Party:

Second Party:

- f. Subject to Clause-4, the parties shall depute their experienced staff as required for the works and plants, equipment, machinery etc. as requires for execution of works, will be deployed by each Joint Venture/consortium partners for execution of the contract.
- g. In the event of default by any partner in the execution of the part of the contract, the Lead Partner will have the authority to assign the work to any other party acceptable to the Kolkata Port Trust to ensure the satisfactory execution of that part of the contract.
- h. The Registered Office of the Joint Venture/Lead Partner of the consortium shall be at _____
- i. The Joint Venture/consortium shall regularly maintain in the ordinary course of business a true and correct account of all its incoming and outgoing and also of its assets and liabilities in proper books or account which shall ordinarily be kept at place of business and after Completion of above mentioned work all account shall be taken.
- j. Opening and operation of Bank Account:

The Joint Venture/consortium shall open and maintain bank account(s) at _____
_____. The Lead Partner as mentioned in Clause (2) above shall have the power to receive the payments on behalf of the Joint Venture/consortium and to give discharge on behalf of the Joint Venture/consortium.

IN WITNESS WHEFEOF the Parties hereto have signed hereunder at _____ on this
_____ day of _____

Party of First Part

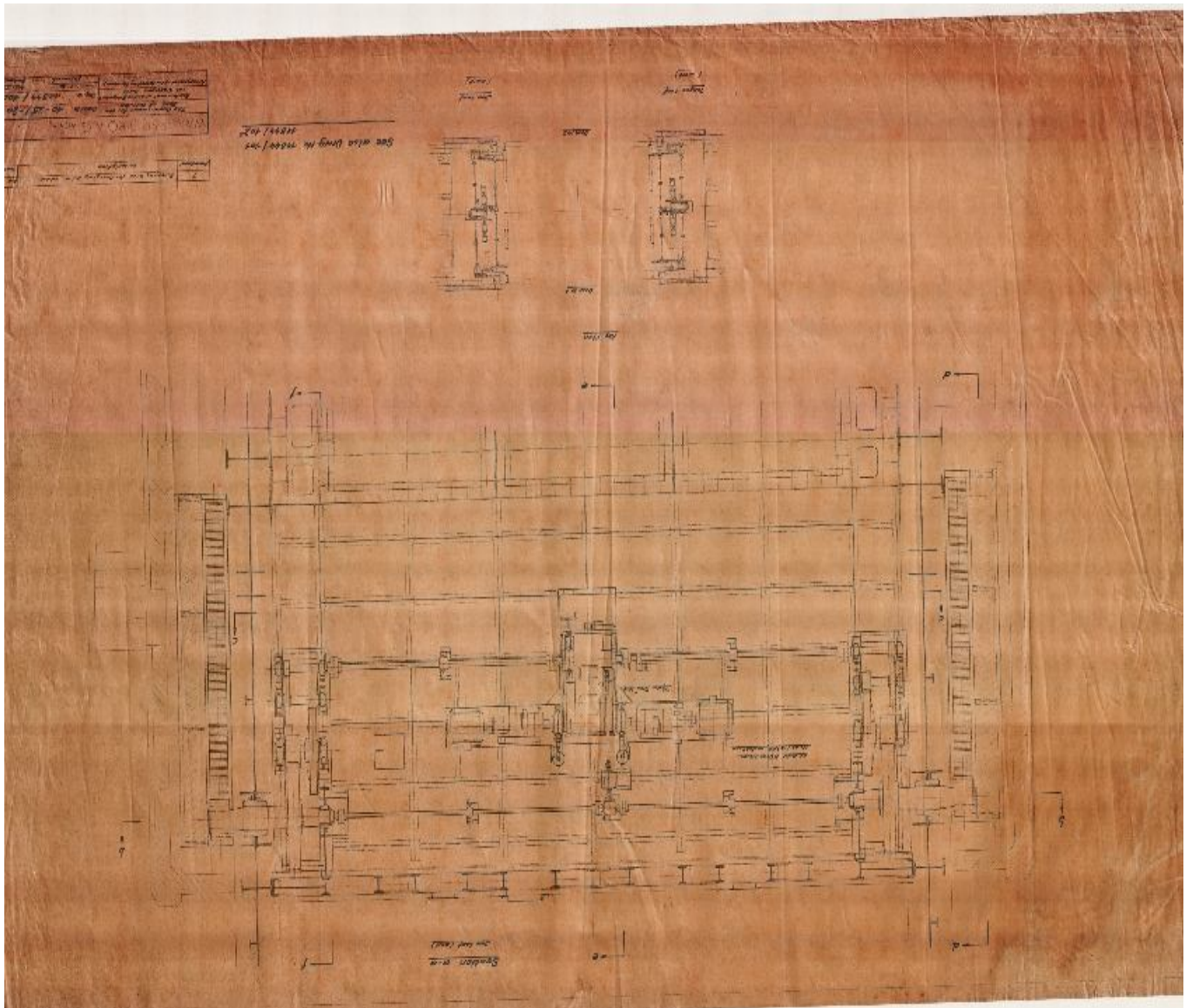
Party of Second Part

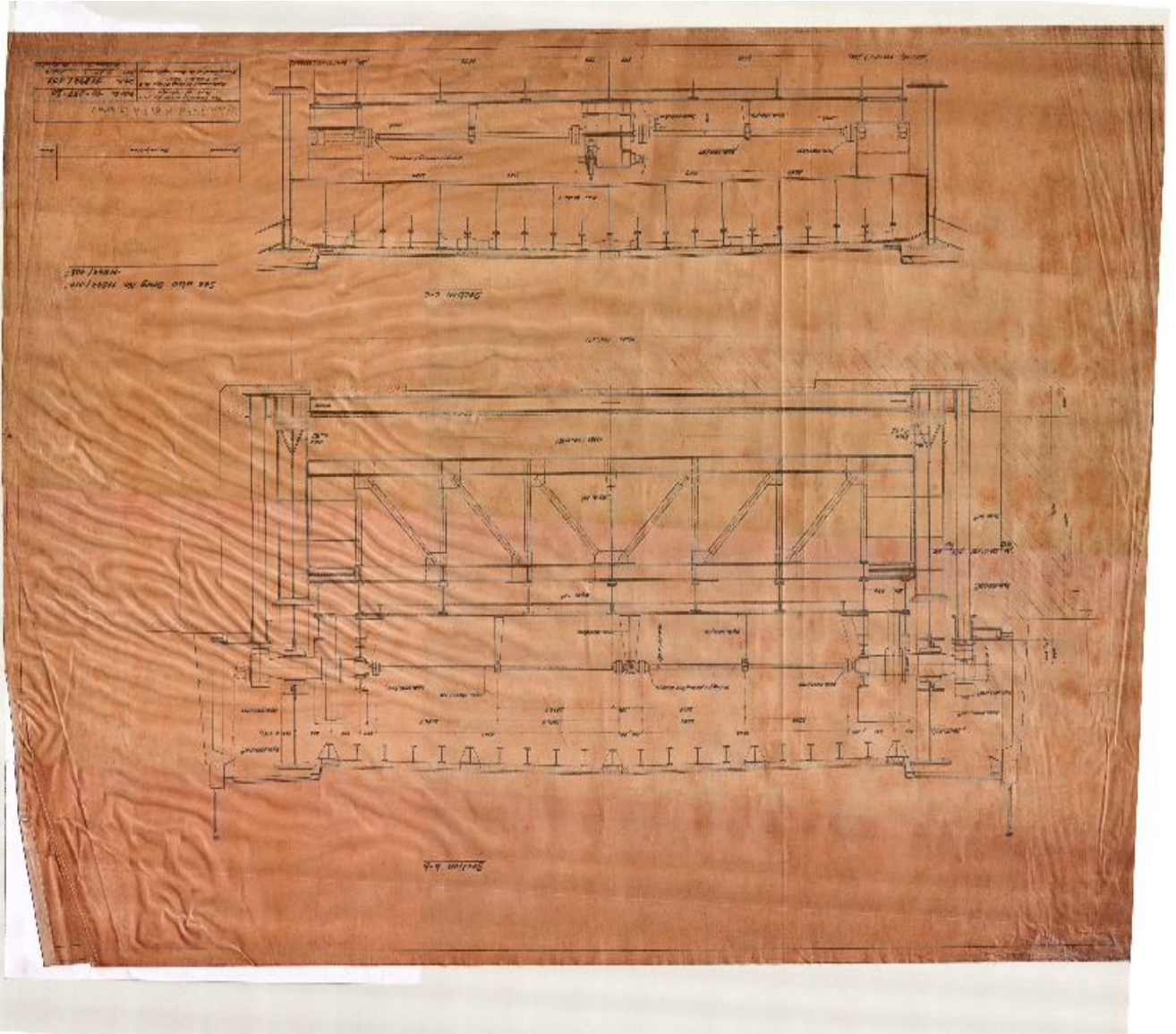
Witness:

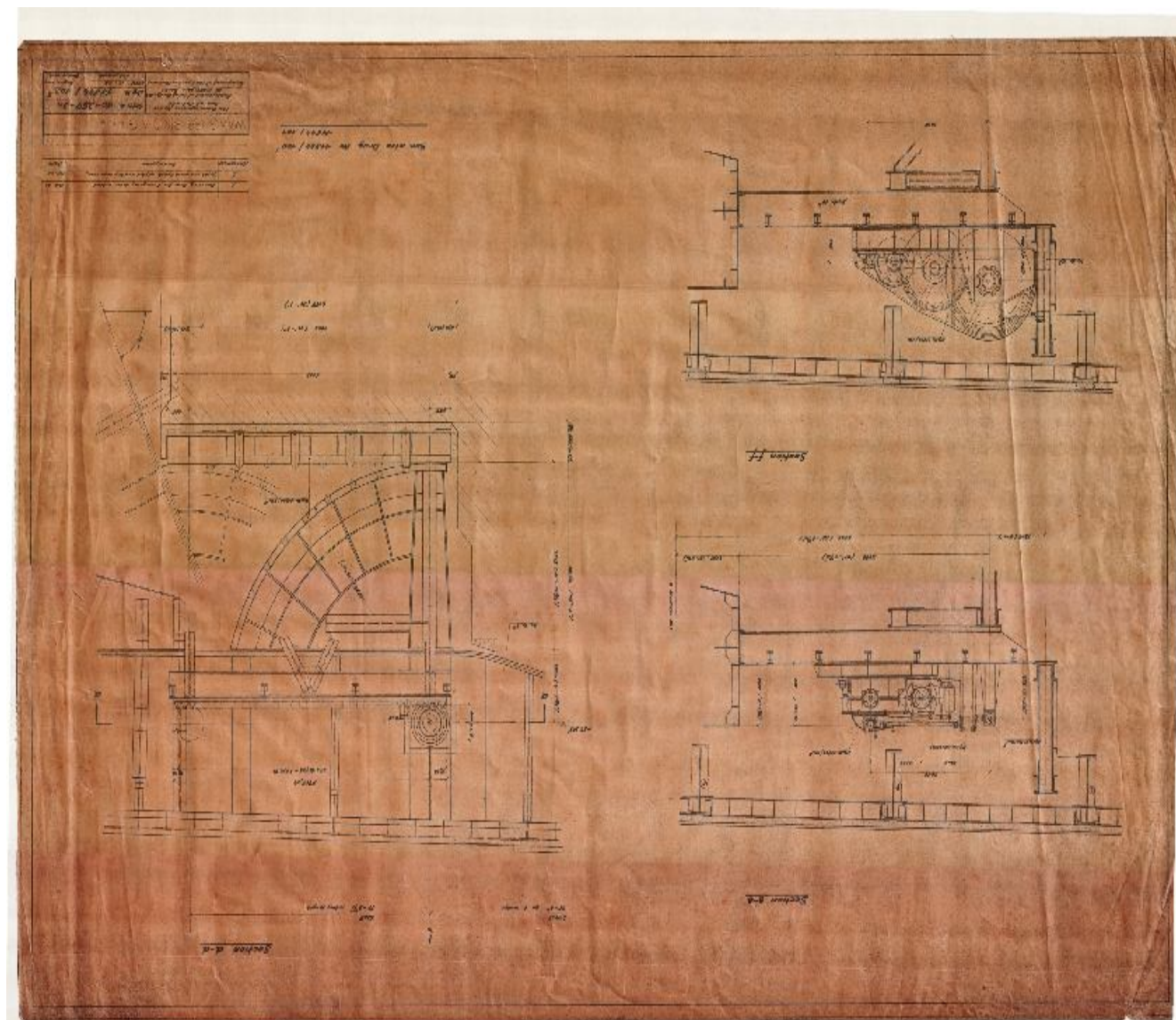
1)

2)

Annexure-Y







DOCUMENTS TO BE UPLOADED/SUBMITTED OFFLINE

Scanned copy of the following documents to be uploaded/submitted offline:

1.	Undertaking of the tenderer to be submitted as per enclosed Pro-forma (Annexure –O) in lieu of submission of signed copies of the full Tender document
2	Copies of Audited Balance Sheet and Profit and Loss Account for the last three financial years ending March 2017.
3	Credentials in the form of copies of Letters of Award of Works along with corresponding successful Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
4	Self Attested valid GST Registration Certificate
5	Self Attested Valid Professional Tax Clearance Certificate / Up to date tax payment challan, if applicable.
6	Self Attested Valid Trade Licence.
7	Self Attested PAN Card.
8	Copies of Income Tax Return of last 3 years ending March, 2017
9	Statement to confirm the status of the Tenderer – whether a Partnership Firm, Company or Proprietorship Firm.
10	Proof of being registered with Employees’ State Insurance Corporation (ESIC) or else Affidavit (Annexure-K) and Indemnity Bond (Annexure-L) to be submitted in lieu of ESI Registration.
11	Self Attested Proof of possession of valid Employees’ Provident Fund (EPF) Account.
12	Profile of Tenderer (Annexure-I)
13	Declaration from the tenderer in the form of a Cover Letter with certain undertakings and also that they or their associates have not been banned or delisted by any government or quasi –government agencies or PSUs in India as per enclosed Proforma.(Annexure-J)
14	Integrity Pact as per format in Annexure-M
15	Guidelines for Indian agents of foreign suppliers as per Annexure-N
16	EMD & Cost of Tender documents/NSIC/DIC Registration certificate.
17	Form of Tender, duly filled up and signed.
18.	Annexure as applicable in case of JV/Consortium