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**

**TENDER FOR SUPPLY OF TWO(2) Nos. OF 1350/1400 HP WDS-6 TYPE OR OF HIGHER
CAPACITY TURBO CHARGED DIESEL ELECTRIC/DIESEL HYDRAULIC LOCOMOTIVES AT
KOLKATA DOCK SYSTEM OF KOLKATA PORT TRUST**

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**RAILWAY DIVISION
TRAFFIC DEPARTMENT
KOLKATA PORT TRUST**

TENDER NO. : KoPT/Tfc/RM/T-19/LOCO

Date:
01.10.2018

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Kolkata Port Trust
Traffic Department / Railway Division

1.0 NOTICE INVITING TENDER

TENDER NO: KoPT/Tfc/RM/T-19/LOCO

Date: 01.10.2018

E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide and experienced firms with requisite experience as per Pre-qualification Criteria stipulated in the Tender Document for **supply of two(2) nos. of 1350/1400 HP WDS-6 type or of higher capacity Turbo charged Diesel Electric/Diesel Hydraulic Locomotives** for a period of two(2) years on **wet lease basis** i.e. with Pilots and Assistants, but without the fuel(HSD) under comprehensive contract at the Railway division of the Kolkata **Dock System of Kolkata Port Trust (KoPT) with 2 years' on-site warranty support** as per the RDSO fitness certificate. The Bid Document may be seen from the Central Public Procurement Portal (www.eprocure.gov.in/eprocure/app). Corrigendum or clarifications, if any, shall be hoisted on the above mentioned website only. The tender is also published on KoPT website (www.kolkataporttrust.gov.in).

SCHEDULE OF TENDER (SOT)

a. TENDER No	KoPT/KoPT/Tfc/RM/T-19/LOCO
b. MODE OF TENDER	<p>e-Procurement System (Online Part I – Techno-Commercial Bid and Part II</p> <p>– Price Bid through www.eprocure.gov.in/eprocure/app</p> <p>The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender is acceptable by KOLKATA PORT TRUST.</p>
c. i) Estimated Cost of work	Rs. 12.7 Crores (12 Crore and Seventy Lacs only).
ii) Earnest Money Deposit	<p>The intending firms would require to submit an EMD of Rs. 22,70,000 /- (Rs. Twenty Two Lakhs seventy thousand only) in the form of Bank Draft from any Nationalized bank. The bidder may also offer a bank guarantee in the Trustees' specified Proforma from any Nationalized bank having branch at Kolkata beyond the amount of Rs. 10 Lakh in the name of Kolkata Port Trust.</p>

e. Last date for submission of query by e-mail.	Up to 17:00 hrs on 09.10.2018
f. Pre – Bid Meeting date & Time	At 15:00 hrs on 10.10.2018 (Offline)
g. Likely date for uploading the Addendum, if any	By 23.10.2018
h. Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at www.eprocure.gov.in/eprocure/app	23.10.2018 (From 17:00 hours onwards)
i. Last date of submission of EMD & Tender document fee through DD/BG and NEFT respectively in favour of Kolkata Port Trust.	Up to 17:00 hrs on 07.11.2018
j. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	07.11.2018 (Up to 17:00 hrs)
k. Date & time of opening of Part - I (i.e., Techno-Commercial Bid) Part - II Price Bid: Date of opening of Part II, i.e. Price Bid shall be informed separately.	09.11.2018 (After 12:00 hrs.)

Note: In the event of any unforeseen closure of work / holiday on any of the above days, the same will be opened / held on the next working day without any further notice.

Capt. Himanshu Shekhar
Traffic Manager
Tender Inviting Authority

2.0 Important Instructions for e-Tender

Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version 8 or above, and Java 8 Update 151 or 161.

Further, bidders are requested to go through the following information and instructions available on the CPP Portal <https://eprocure.gov.in/eprocure/app> before responding to this e-tender :

- Bidders Manual Kit
- Help for Contractors
- FAQ

Contact Persons (Kolkata Port Trust):

1. Capt. Himanshu Shekhar, Traffic Manager, KoPT
Phone : (033) 71003393
E-mail : tm@kolkataporttrust.gov.in

Contact person (CPP Portal):

1. Shri Nazmush – Mob: 9563251950 email: webhelpdesk@gmail.com

See CPP Portal for contact details

3.0 The scope of work will be as follows:

The scope of work will include supply of two (2) nos. **1350/1400 WDS-6 type or of higher capacity Turbo charged Diesel Electric/Diesel Hydraulic Locomotives** on monthly hire basis on wet lease **for a period of two(2) years** from the date of award of contract for carrying out railway operation such as haulage of wagons for both up and down movement within the railway network of KDS (about 22 ETKM), shunting work at the railway yard and sidings, formation of outward rakes etc. as per the specification mentioned below.

1. Supply of 2Nos. of **1350/1400 WDS-6 type or of higher capacity Turbo charged Diesel Electric/Diesel Hydraulic Locomotives** round the clock with expected availability of 90%.
2. Maintenance of the two(2) locomotives having RDSO fitness certificate round the clock.
3. Providing Pilot and Assistant for the 2 locomotives round the clock, as well as :-
 - (a) (i) Operation of the locomotives round the clock by deploying manpower for shunting, marshalling, coupling/decoupling, placement, withdrawal, train formation etc. Minimum three (3) nos. of staff per locomotive per shift should be deployed for the job. The operating staff must have experience of working in Indian Railway.
 - (ii) Deploying man power for train recording and other documentations, including entering the same in POMS. Minimum two (2) nos. of staff per shift should be deployed for the job. They must have experience of computer working.

(iii) Attending to TXR functions for incoming and outgoing trains etc. Minimum two (2) nos. of staff per shift should be deployed for the job. For both incoming and outgoing trains, the permissible time for release of air pressure/creation of air pressure shall be two (2) hours after receipt of advise to attend.

(b) Providing consumables like spares and lubricants other than the fuel(HSD) for the locomotives round the clock. KDS will provide the fuel(HSD). Necessary shed space for maintenance and fuelling of the locomotives will be given free of charge.

Periodicity of Supply:

For a period of two (2) years from the date of award of contract.

Note: Bidders are required to quote for all the items. Incomplete offer or partial items offer will not be accepted for evaluation/further processing.

3.1 Technical Specification:

i. Basic configuration of Diesel Electric/Diesel Hydraulic Locomotives to be supplied :

Sl.No.	DESCRIPTION	FEATURES
01.	Class of Locomotive	Shunting
02.	Type of Locomotive	Single cab Diesel Electric/Diesel Hydraulic WDS6 type or of higher capacity
03.	Gauge	BG(1676 mm)
04.	Hauling Capacity on straight and level track	4500 T
05.	Fuel Tank Capacity	5000 L
06.	Train Brake	Air Brake

ii. Training and Experience of the Pilots and Assistants and of Support staff extending to :

(a) Railway Yard Operations, Shunting, marshalling, train detachments and formation, signaling, trains recording and entry in computer module, and communications with Railway control. The Pilots and Assistants must possess the locomotive driving certificate from Indian Railway.

(b) Attending arriving and outgoing trains with TXR checks and remedial measures.

4.0. GENERAL CONDITIONS OF THE CONTRACT

4.1 General Conditions of Contract (GCC), which is available in the KoPT website for download, will form an integral part of the tender document. The tenderer shall examine carefully the General Conditions of Contract. Tender for the above work should be submitted in accordance with the Bill of Quantities as specified in this tender and in accordance with the Special Conditions of Contract & General Conditions of the Contract. The Special Condition of Contract will prevail over and above the General Conditions of Contract.

4.2 Format and Signing of the offer document:

- a) The offer / bid have to be entered online by the bidder using Digital Signature and Encryption. All other / supporting documents must be uploaded after self attestation by the person(s) duly authorised to sign on behalf of the tenderer. Such authorisation shall be indicated by written power-of-attorney. The name and position held by each signatory of the said documents must be typed or printed or sealed below the signature.
- b) Offer must be submitted for executing all works involved as mentioned in Para 3.0 under Scope of Work and any offer received for doing a portion of the work with responsibility for carrying out the remaining works by the Trustees' other contractors, will be liable for outright rejection.

4.3. Pre-Qualification criteria:

4.3.1. The tender, complete in all respects, shall have to be submitted online by the bidder as part of the Techno-Commercial bid containing the following:

- i. General information as per Schedule – A (Profile of Bidder)
- ii. Acceptance of draft proforma of bank guarantee as per Schedule – B
- iii. Undertaking to be submitted in lieu of uploading/submitting signed copy of full tender document as per Schedule – C.
- iv. Performa for Integrity Pact to be entered into as per Schedule– D.
- v. Work experience record as per Schedule -- E.

Work experience / credential constituting supply and maintenance of 1350/1400 WDS-6 type turbo charged Diesel Electric / Diesel Hydraulic Locomotives and the bidder must have successfully executed such work during the last 7 years ending 31.03.2018, as mentioned below:

- a. 3 similar completed such contracts each costing not less than Rs. 5.08 Crores (Rupees Five crores and eight lakhs only), Or
- b. 2 similar completed such contracts each costing not less than Rs. 6.35 Crores (Rupees Six crores and thirty five lakhs only), Or
- c. 1 similar completed contract costing not less than Rs. 10.16 Crores (Rupees Ten crores and sixteen lakhs only).

Note: Here similar work means supply of Locomotives and Pilots and Assistants and support staff for train receipt/dispatch, yard marshalling and TXR services etc.

- vi. Sign agreement with KoPT as per Schedule – F.

- vii. Undertaking of Authenticity for Loco and peripherals Supplies as per Schedule—G (The tenderer must have valid authorization by the OEM of the quoted Locomotives).
- viii. Proforma for Power of Attorney as per Schedule – H (In Stamp Paper of Value Rs. 100/-).
- ix. Audited Annual Accounts for the last three completed financial years, supported by a Certificate from a Chartered Accountant, to show the Average Annual Financial Turnover considering the last three financial years.
- x. Self-certified copy of PAN Card.
- xi. Certified copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable. If this is not applicable, the bidder must submit a declaration in this regard.
- xii. Certified copy of 'Employees State Insurance (ESI) Registration Certificate' OR an Affidavit (as per enclosed Format in Annexure A) affirmed before a First Class Judicial Magistrate as also an Indemnity Bond (as per enclosed format in Annexure B) in case the Bidder is not covered under ESI Act or exempted from it.
- xiii. Certified copy of 'Provident Fund Registration Certificate'.
- xiv. Certified copy of valid GSTN Number.
- xv. Documentary evidence that the Bidder has an office in Kolkata for effective coordination with KDS, KoPT.
- xvi. The firm must submit necessary certificate / documents from OEM assuring availability of spare parts during the warranty period directly from the OEM including tender specific authorization.
- xvii. Self declaration of the bidder that the Bidding Firm has not been debarred / de-listed by any Govt. / Quasi Govt. / Public Sector undertaking in India.
- xviii. Other document(s) (if any), which is/are required as per this tender and/or the Bidder desires to submit (duly signed with seal).

4.3.2. The Average Turn Over of the firm per year during the last three financial years ending 31.03.2017 must be at least Rs. 3.81 Crores.

Note: The Bidder shall be bound to produce the original of all the documents uploaded, if /as demanded by KDS, KoPT, at any point of time.

5. SPECIAL CONDITIONS OF THE CONTRACT

5.1 Earnest Money Deposit (EMD):

The intending firm is required to submit an EMD as mentioned above.

- i. **Payment particulars of the EMD and Tender Document Fee made through NEFT should be entered online (under the commercial terms and conditions)** by the bidder at the time of submission of online bid. Any error and/or omission in this may result in non-issuance or delay in issuance of the Treasury Receipt (see below).
- ii. A Treasury Receipt (TR) will be issued by KoPT (Cash & Pay Section under Finance Department) to the bidder against receipt of EMD on due application, stating references of the tender (number, date and title) and NEFT payment particulars, to be submitted through the Tender Issuing Authority.
- iii. Unsuccessful tenderer's Earnest Money Deposit will be refunded without interest after finalization of the tender/after opening of the Price bid on receipt of a bidder's application stating their bank particulars, supported by the aforesaid TR in original.
- iv. The successful tenderer's Earnest Money Deposit may be considered for release after the tenderer, executing the agreement with Kolkata Port Trust, concurrently furnish the performance security deposit as mentioned in para 5.32 in this document.
- v. The Earnest Money Deposit shall be forfeited
 - a) If a tenderer withdraws its offer during the period of tender validity.
 - b) If a tenderer submits false information or fabricated documents, and the same is detected during consideration of tender, his tender may not be considered and EMD may be forfeited.
 - c) In case of a successful tenderer, if the tenderer fails –
 - To sign the agreement
 - To furnish the performance Security Deposit as mentioned in this document.

5.2 NO AUTOMATIC CONSIDERATION: Mere submission of tender will not mean that the particular offer will be automatically considered qualified and the said tender will be entertained. Such qualification will be examined at the time of evaluation of offers.

5.3 COVERING LETTER: The intending Bidder shall submit the bid and a covering letter strictly as per Schedule-A. Any deviation in the content of the covering letter as compared to Schedule-A shall make the offer liable for rejection.

5.4 UNSCHEDULED HOLIDAY / BUNDH: In case of unscheduled Holiday / Bundh on the date of opening of tenders, the same will be opened on the next working day.

5.5 RIGHTS OF KDS, KoPT:

- (a) Order shall be placed as per requirement of KDS, KoPT.
- (b) Notwithstanding anything contained in this Tender Document, KDS, KoPT reserves the right to accept or reject any offer and to annul the tendering

process and reject all offers at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.

- (c) KDS, KoPT reserves the right to reject / disqualify an offer, in case KDS, KoPT is satisfied that any bribe, commission, gift or advantage has been promised, offered or given by the Bidder himself or on behalf of the Bidder to any officer, employee or representative of KDS, KoPT or to any person on his or their behalf to secure the tender or to influence the process of examination, evaluation etc. of the tender.
- (d) KDS, KoPT also reserves the right to reject / disqualify an offer if it is observed that the Bidder or his representative has made false and misleading statement and/or have tried to influence KDS, KoPT in the process of examination, evaluation etc. of the tender.
- (e) KDS, KoPT reserves the right to postpone the deadline for submission of Bids through notice.

5.6 ONE BIDDER - ONE BID CLAUSE: One Bidder shall submit one Bid only in response to this tender.

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

5.8 QUOTATION AS PER BILL OF QUANTITY: The bidder shall quote rate strictly as per the 'Bill of Quantity'.

- (a) The bid must be submitted online at CPP portal as per time schedule mentioned above. No bid shall be accepted after this date/ time.
- (b) The Techno-commercial bid of the tender shall be opened online as per time schedule mentioned above at the Office of Traffic Manager, Traffic Department, 3rd Floor, 40, Karl Marx Sarani, Kolkata- 700043, Kolkata Port Trust and any bidder or his authorized representative, who wishes to be present at the time of the opening of the 'Techno-Commercial Bid', may do so, if desired.
- (c) KDS, KoPT may, at its sole discretion, extend the Submission / Opening due date(s) by issuing a 'Notice / Extension Notice' in the official website of KDS, KoPT.

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

5.10 CONTENT OF TECHNICAL-COMMERCIAL BID: The 'Technical commercial Bid' shall contain only the Techno-Commercial Part of this tender document duly filled in and signed using DSC, without price part as mentioned above.

5.11 **CONTENT OF PRICE BID:** The 'Price Bid' shall contain 'Bill of Quantity' duly entered online and signed using DSC. Any condition imposed in 'Price Bid' shall make the bid liable for outright rejection.

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

5.13 **VALIDITY OF OFFER:**

(a) The tender including Price Bid shall remain valid for acceptance for a period of 180 days from the actual date of opening of price bid of the tender.

(b) Prior to expiry of the validity period as indicated in the original tender, KDS, KoPT may request bidders to extend the validity for a specified period.

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

5.15 **PRE-BID MEETING:**

(a) A Pre-Bid meeting shall be held as per time schedule mentioned above. In case of offline meeting, it will be held at the Office of Traffic Manager, Traffic Department, 3rd Floor, 40, Karl Marx Sarani, Kolkata Port Trust, Kolkata – 700043. The Bidders may participate in the same, if they so desire.

(b) The intending bidders are advised to formulate their queries relating to any aspect mentioned in the tender document or any clarification required well in advance and forward the same in writing or by e-mail to tm@kolkataporttrust.gov.in in advance of the pre-bid meeting to the Traffic Manager, Railway Division, Traffic Department, Kolkata Port Trust, Subhas Bhavan, 40, CGR Road, Kolkata – 700043 so that the same may be discussed / clarified in the Pre-Bid meeting. During the Pre-Bid meeting, the queries received in advance would be clarified first followed by those raised during the meeting.

(c) Modifications / amendments, if any, to the terms and conditions of the original tender, scope of the project etc. as decided in the pre-bid meeting which the intending bidder is to note for submitting their tender. The amendments / modifications / clarifications shall be hosted in the CPP portal and also on KoPT website and the Central Public Procurement Portal in the form of an "Addendum" which shall become an integral part of the tender document for all purposes and shall be binding on the bidder.

(d) Attending the Pre-Bid meeting will be helpful for the intending bidder but is not mandatory.

5.16 DECLARATION REGARDING BAN / DELISTING/ DEBARMENT:

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

5.17 ADDENDA / CORRIGENDA etc.:

At any time prior to the due date for submission of tender, KDS, KoPT may, for any reason, whether at its own initiative or in response to queries / clarifications raised by the intending bidder(s) during pre-bid meeting or otherwise, modify the tender document by issuance of addenda / corrigenda to the bidders. The bidders are advised to note the details of addenda/corrigenda etc., as may be published on CPP Portal (and also on KoPT's website), prior to submission of bids.

5.18 SUBSTITUTION OR WITHDRAWAL OF TENDER:

(a) The Bidder may substitute or withdraw its tender after submission before the due date and time of submission of the tender. However, no refund of any fee or return of the bids will be made in case of withdrawal.

(b) No tender shall be substituted or withdrawn by the bidder after the due date and time of submission of tender or any extension thereof.

5.19 Acceptance of offer:

It is not obligatory on the part of the Trustees to accept the lowest offer. They reserve the right to accept a tender in full or in part and /or reject tender(s) without assigning any reason.

The tenderer has to execute the work in accordance with the General Conditions of Contract, Special Conditions of Contract, Scope of work and Bill of Quantities.

5.20 Deviations from Terms and Conditions

No deviation of any terms and conditions as mentioned in the subject document would be accepted.

5.21 Taxes and duties etc.:

The tenderer shall be entirely responsible for all taxes, duties and other such levies arising out of this contract. KoPT will be liable to pay only GST, if applicable. No other tax will be paid by KoPT. Clause 5.31 below may be seen below for clarification in this regard.

Deduction shall be made from payments to the tenderer towards TDS, as applicable, as per the law and rules of the Government in force at the time of Payment.

5.22 Transport and Permit:

The tenderer is also required to have their own transport for movement of their men and material inside/outside the port premises. No vehicle or manual assistance will be provided by Kolkata Port Trust.

However, **free permits** will be issued by Kolkata Port Trust to the officials of the firm engaged in the work inside docks and other areas and the contractor will submit their offer accordingly.

Contractor shall strictly abide by the Security norms including Security Regulations wherein employees of the contractor should not have access to any system without prior permission.

5.23 Acceptance Criteria:

- a) The successful tenderer must provide all necessary instruments at their own cost for the purpose of any inspection and testing.
- b) All results of inspection and tests will be recorded for inspection and verification by KoPT. These reports shall form a part of the job completion documents.
- c) Inspection and acceptance of the work shall not relieve the Contractor from any of his responsibilities under this contract.

5.24 Necessary addendum / corrigendum (if any) of tender will be published on the e-tendering portal of CPP. These may also be published on KoPT Website.

5.25 Micro & Small Enterprises (MSEs) registered with NSIC:

- i) Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) or MSME are exempted from depositing Cost of Tender Document and Earnest Money.
- ii) If Micro & Small Enterprises (MSEs) registered with NSIC or MSME intends to participate in the tender for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.
- iii) Copy of valid NSIC Certificate for MSEs has to be uploaded along with the bid.

5.26 Bill of Quantity: The tenderer must submit their offer according to the BOQ mentioned below.

SL	Item	Price per month (Excluding GST)(in Rs.)	Total Price for 2 (two) years excluding GST (in Rs.)[i.e. a X 24]
		(a)	(b)
1	Supply and maintenance of 2 nos of 1350/1400 HP Diesel Electric/Diesel Hydraulic WDS 6 type or of higher capacity Locomotives with Pilots and Assistants		

2	Supply of Support Staff for Yard Operation, Marshalling, Receipt and Despatch of trains, documentation/ POMS entry		
3	Supply of Support Staff for TXR services		
Grand total for two years : Sum total of three line items total amount column (b)			

Prices quoted (column a) should include all taxes except GST.

Work order will be issued to the firm with **Lowest Grand Total** amount for two years. Bidders are required to quote for all the above items. Incomplete offer or offer against one item only will be rejected.

5.27 Price Bid:

Price Bid must be submitted online as per 'Bill of Quantity' of the tender document with NO COUNTER CONDITIONS / DEVIATIONS WHATSOEVER. Price quoted by the tenderer shall remain fixed and no escalation would be allowed.

5.28 PERIOD OF CONTRACT:

The contract shall remain valid for a period of **24 months**.

5.29 ACCEPTANCE OF ORDER LETTER:

After finalization of the tender, KDS, KoPT shall issue Order Letter to the successful bidder. The successful bidder, on receipt of the same, shall remit requisite Performance Bank Guarantee/Security Deposit. within a period of 30 days from the date of issuance of Order Letter, failing which the Order Letter will become liable for cancellation. Pending execution of Contract Agreement, the Order Letter and its acceptance by the successful bidder will be construed as an Agreement between KDS, KoPT and the successful bidder for fulfilling the scope of work and obligation of the contract by the successful bidder. For details of PBG/SD, Clause 5.32 below may be seen.

5.30 PRIORITY OF CONTRACT DOCUMENTS:

- 5.30.1 The documents forming the Contract are to be taken as mutually explanatory to one another, but in case of ambiguity or discrepancies, the same shall be explained and adjudicated by the Engineer of the Contract (Traffic Manager), who shall thereupon issue to the successful bidder instructions thereon, which will be final and binding on the successful bidder.
- 5.30.2 Unless otherwise specified in the Contract, if the stipulations in the various documents forming a part of the Contract are found to be in variation in any respect then, unless a different intention appears, the provision(s) of one will override other (but only to the extent these are at variance) in order of precedence as given in the list below i.e. a particular item in the list will take precedence over all those placed lower down the list.

- i) Order Letter
- ii) Special Conditions of the Contract
- lii) Scope of Work
- iv) Bill of Quantity
- v) Instructions to Bidder
- vi) General Conditions of Contract
- vii) Any other document(s) forming part of the Contract

5.31 Tax Clause GST or any Other Taxes:

General Terms & Conditions

- Supplier / Service Provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- The Supplier / Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier / Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier / Service Provider and details available with Kolkata Port Trust, then payments to Supplier / Service Provider to the extent of GST relating to the invoice/s under mismatch may be retained from due payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account and is finally available to Kolkata Port Trust in terms of GST laws and that the credit of GST so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.
- Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the Supplier / Service Provider. Any loss of input tax credit to Kolkata Port Trust for the fault of supplier shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.
- Supplementary invoice/debit note/credit note for price revisions to enable Kolkata Port Trust to claim tax benefit on the same shall be issued by the Supplier for a particular year before September of the succeeding Financial Year.
- The purchase order/work order shall be void, if at any point of time the Supplier is found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

5.32 PERFORMANCE BANK GUARANTEE (PBG)/ SECURITY DEPOSIT (SD):

- 5.32.1 The successful bidder, at own expense, shall have to keep with KDS, KoPT a Security Deposit amounting to 10% of the contract value valid for the entire period of contract plus six months in the form of Bank Guarantee from any Nationalised Bank as per Schedule-B within 30 days from the date of issuance of Order Letter. If the successful bidder fails to pay the Security Deposit as

indicated above, the Security Deposit will be recovered from the bill of the successful bidder. The successful bidder may also deposit Security Deposit in the form of D.D./Banker's cheque from any Nationalized Bank equivalent to 10% of the total contract value in favour of 'KOLKATA PORT TRUST'.

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

6.0 Commencement of Work:

The items of BoQ has to be supplied and work commenced within 4 (four) weeks from the date of issuance of work order to the firm.

7.0 PAYMENT

7.1 Payment terms:-

Payment will be made on monthly basis after receipt, checking, and certification of bill(s).

7.1.1 As payment shall be made electronically, the successful bidder is required to submit information regarding the bank particulars etc. along with the Techno Commercial bid.

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

8.0 Penalties for Non-compliance Payable by the Firm:

(a) If the firm fails to maintain 90% availability of each Locomotive in a particular month, penalty will be imposed as per the following formula:

- i) The period of non-availability exceeding 10% will be calculated in hours, rounded up to the next integer (A).
- ii) Hourly rate of hiring of each locomotive will be taken as : monthly bill for supply and maintenance of one locomotive/(30 X 24) (B).
- iii) Penalty will be calculated as: $1.5 \times A \times B$.

(b) If there is delay in release/creation of air pressure beyond two (2) hours, penalty will be imposed as per the following formula:

- i) The delay exceeding two (2) hours will be calculated in hours, rounded up to the next integer (C).
- ii) The hourly rate for supply of Support staff for TXR services will be taken as : monthly bill for supply of Support staff for TXR services/(30 X 24) (D).

iii) Penalty will be calculated as: $1.5 \times C \times D$.

Penalty imposed will be deducted from the corresponding monthly bill.

In the matter of imposing penalty as above, the decision of KoPT shall be final and binding on the contractor.

8.1 EVENT OF DEFAULT CASES:

- (a) In case there is delay beyond specified delivery period.
- (b) If the successful bidder fails to perform or discharge any of its obligations under the provisions of the contract.
- (c) If representation made or documents / certificates submitted or warranty given by the successful bidder during the tendering stage or during the currency of the contract is / are found to be false or misleading.
- (d) If the successful bidder is adjudicated bankrupt or insolvent.
- (e) If the successful bidder assigns or transfers job as per provisions of the contract to any third party without permission from KDS, KoPT.
- (f) If the successful bidder, through its employees, gets engaged or wrongly takes part in prohibited or unlawful activities or even fails to prevent such prohibited / unlawful activities.

9.0 TERMINATION OF CONTRACT EITHER IN PART OR IN FULL:

- 9.1.1 If at any point of time during the period of contract it is observed that supply / services under the provisions of this contract are not being rendered in part / full or not up to the satisfaction of KDS, KoPT and / or the legal obligations in respect of contract are not being fulfilled by the successful bidder, the Traffic Manager, KoPT through his authorized representative shall assess the position and if he is of the opinion that the service is not to the satisfaction of the authorities of KDS, KoPT and/or legal obligations are not being fulfilled by the successful bidder, the Traffic Manager, KoPT shall terminate the full or part of the contract after giving 30 days' notice and his decision in the matter shall be final and binding on the successful bidder.
- 9.1.2 During the termination period of 30 days as above, the successful bidder may be asked by KDS, KoPT to continue to discharge its obligations under the contract as may be mutually agreed upon with the objective, as far as possible, of ensuring continued availability of the facilities and services.
- 9.1.3 Security Deposit would be liable to forfeiture in case of pre-mature termination of the contract owing to breach of contractual obligation(s) by the successful bidder.

9.1.4 No compensation shall be paid by KDS, KoPT to the successful bidder in the event of termination of the contract.

9.1.5 If after termination, any amount is due to be paid by KDS, KoPT to the successful bidder, the same shall be paid after adjustment of the dues and damages receivable by KDS, KoPT from the successful bidder.

10.0 RISK PURCHASE:

Upon termination of the contract, for any of the reasons indicated above, the Traffic Manager, KoPT shall be entitled to execute the balance work as per the scope of work at the risk and expenses of the successful bidder through any independent agency for the balance / remaining period of the contract and to recover the cost from the terminated successful bidder, in addition to any other amount, compensation or damages that KDS, KoPT is entitled to in terms of the other relevant clauses in the contract. KDS, KoPT will be entitled to retain or deduct money due under the contract from any amount due to the successful bidder under any other contract.

11.0 SUCCESSFUL BIDDER TO INDEMNIFY

11.1 Damage & loss to private property & injury to workmen

The Contractor shall at their own expenses, reinstate and make good upto the satisfaction of Kolkata Port Trust and pay compensation for any injury or loss or damage accrued to any property or rights whatsoever, including property and rights of Kolkata Port Trust or Agents or 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(s) and further, the Contractor will indemnify Kolkata Port Trust against all claims enforceable against Kolkata Port Trust or any Agents, servants 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 under the Workmen's Compensation Act or otherwise.

11.2 The successful bidder shall indemnify KDS, KoPT from the possible future demand of workers / employees engaged by them under this contract, for absorption in KDS, KoPT. It will be the responsibility of the successful bidder to find a solution for such demand if it arises.

11.3 INDEMNIFICATION:

The successful bidder shall be deemed to indemnify and keep indemnified the Trustees from and against all actions, claims, demand and liabilities whatsoever under and in respect of the breach of any of the provisions of any law, rules or regulations having the force of law, including but not limited to –

The Minimum wages Act, 1948, The Dock Workers (regulation of Employment) Act, 1948, The building And Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 , The Dock Workers' Safety, Health & Welfare Act, 1986, The Payment of Wages Act, 1936, The Workmen's Compensation Act, 1923, The Employees Provident Fund Act, 1952, The Contract Labour (Regulation and

Abolition) Act, 1970; Rules 1971, The Equal Remuneration Act, 1976, The Employees State Insurance Act, 1948 & Employees State Insurance (Amendment) Act, 1989, Child Labour (Prohibition and Regulation) Act, 1986, The Maternity Benefits Act 1961, Interstate Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979, Motor Vehicle Act, latest revision, The Payment of Bonus Act, 1965.”

12.0 CONTRACT AGREEMENT:

The successful bidder shall be required to execute at his own cost and expenses a "Contract Agreement" on a Non-Judicial Stamp paper valued at INR 100/- or more signed jointly with KDS, KoPT under official seals within a period of 30 days from issuance of Order Letter. Format of the agreement shall be as per Schedule F.

12.1 AMENDMENT:

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

12.2 ILLEGALITY/INVALIDITY OF CONTRACT PROVISION:

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

12.3 AMICABLE SETTLEMENT:

If any dispute or difference or claims of any kind arises between the successful bidder and KDS, KoPT 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 request of any party in an effort to resolve such dispute, difference or claim by discussion between them.

12.4 SETTLEMENT OF DISPUTES

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

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

12.5 GOVERNING LAWS, DAMAGE TO ASSETS AND RELATED ISSUES:

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

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

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

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

13.0 FORCE MAJEURE:

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

(a) Acts of God, rain, storm, cyclone, hurricane, flood, fire, etc.

(b) Strikes, boycotts or other forms of labour unrest, excluding strike or boycotts by employees of the successful bidder.

(c) Act of war, riot, etc.

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

The notice shall inter-alia include full particulars of:

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

13.3 Period of Force Majeure - Period of Force Majeure shall mean the period from the time of occurrence specified in the notice given by the successful bidder in respect of the Force Majeure Event until the earlier of:

- (a) Expiry of the period during which the successful bidder is excused from performance of its obligation, Or
- (b) Termination of the contract.

13.4 Performance Excused - The successful bidder, to the extent rendered unable to perform its obligations or part thereof under the contract as a consequence of the Force Majeure Event, shall be excused from performance of the obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event.

13.5 Resumption of Performance - During the period of Force Majeure, the successful bidder shall make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations under the contract. The successful bidder shall also make efforts to resume performance of its obligations under the contract as soon as possible and upon resumption shall notify KDS, KoPT of the same in writing.

13.6 Extension of time for performance of obligations - KDS, KoPT may grant extension of time to the successful bidder for the performance of any obligation by such period not exceeding the period during which the relative performance was affected by the Force Majeure Event. Such extension may include extension of the contract by KDS, KoPT.

13.7 Termination due to Force Majeure Event - If the period of Force Majeure continues or is in the reasonable judgment of the parties likely to continue beyond a period of 90 days, the parties may mutually decide to terminate the contract or continue the contract on mutually agreed revised terms.

14.0 DETERMINATION OF RESPONSIVENESS:

An offer / tender shall be treated as non-responsive, if it:

- A. Is not received by the due date and time,
- B. The bidder does not unconditionally accept the tender document and GCC,
- C. Is not accompanied by the required Covering Letter,
- D. Is not accompanied by the required Power of Attorney,
- E. Does not contain all documents, information, certificates, certification / authorization from OEM etc. as requested in this Tender Document,
- F. Does not contain information/details in formats specified in this Tender Document,
- G. Is not accompanied by certificates of Chartered Accountant etc. as applicable,
- H. Is not consistent with respect to details submitted in the tender and supporting documents,
- I. Has proposed any deviation whatsoever as compared to the terms & conditions, scope of work etc. detailed in the Tender Document together with subsequent amendment(s) / modifications(s) thereof made through issuance of Addenda, if any.
- J. Is not accompanied by requisite earnest money,
- K. Is not accompanied by requisite tender paper cost,
- L. Validity of the offer is less than tender stipulation,
- M. Does not meet the Qualification criteria as stipulated in the NIT.
- N. The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely / offer or tender if submitted with any deviation from the tender terms & conditions.
- O. If the tender is conditional.
- P. If all the documents required as per NIT are not uploaded.

In addition to above, a bidder may be disqualified if –

- a) The bidder provides misleading or false information in the statements and documents submitted.
 - b) Record of unsatisfactory performance during the last seven years, such as absconding of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delays in completion or financial bankruptcy etc.
- The decision of Kolkata Port trust in this regard shall be final and binding on the Bidder.

15.1 CLARIFICATION DURING EVALUATION PROCESS:

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

15.2 CONFIDENTIALITY:

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

16.0 EVALUATION OF TECHNO-COMMERCIAL BID:

16.0.1 The techno- commercial offers of the bidders found responsive will then be evaluated as per eligibility criteria as detailed in this tender document.

16.0.2 KDS, KoPT reserves the right to get the financial capability of the bidder verified from the Annual Accounts of the bidder (to be submitted along with Techno-Commercial Bid) and in case of any discrepancy found, the finding of KDS, KoPT shall prevail for the purpose of evaluation.

16.0.3 Mere submission of offer / participation shall not mean that it will be automatically considered qualified and entertained. Such qualification will be done at the time of evaluation of offers.

17.0 EVALUATION OF PRICE BID:

17.0.1 Evaluation of price bid will be carried out as per the format of "Bill of Quantity" with NO COUNTER CONDITIONS / DEVIATIONS WHATSOEVER. Non compliance of the same shall result in outright rejection of the offer. Sum total of the total item price of three items will be considered for evaluation.

17.0.2 The Bill of Quantity must contain the comprehensive price offer excluding GST.

17.0.3 Statutory Components only like GST, if applicable, shall however be paid extra.

17.0.4 If the lowest price is quoted by more than one bidder, the bidders concerned offering the lowest price will be required to submit rebate on such price within 3 days from the date of opening of Price Bid, in sealed cover to ascertain the revised successful bidder.

17.0.5 Selection of L1 bidder will be evaluated based on lowest grand total amount quoted as per BOQ format, provided bidder fulfils the scope of work and accepts all the terms & condition of the tender document.

Note: KDS KoPT, at any stage, reserves the right to accept or reject any or all the offers without assigning any reason whatsoever.

17.0.6 The basic price quoted in the tender shall hold good and shall be binding on the tenderer, notwithstanding any increase in the prices of materials and labour or in the freights or levy of other charges whatsoever and the tenderer shall not be entitled to claim any increase over the price quoted by him during the period of currency of the contract.

18.0 Notification of the award of contract

The successful tenderer will be notified that their offer has been accepted and the basis on which, the tender has been accepted through 'Notification of the award of contract'.

The 'Notification of the Award of Contract' will constitute the information of a contract until the contract has been effected pursuant to clause 12 of "General Instructions to Tenderers".

19.0 Integrity Pact

The bidder will have to enter into an Integrity Pact with Kolkata Port Trust as per format enclosed at **Annexure-D** on a Rs. 50/- Non Judicial Stamp Paper. 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 Aptts.
Block 8B, Sec - 7
Dwarka
New Delhi-110075
E-mail ID – bsensarkar@gmail(dot)com

Schedule "A"

NIT No.

NIT for

GENERAL INFORMATION

Company Name : _____

Head Office Address :

FAX No. : _____ Telephone No. _____

Regional Office Address : _____

FAX No. : _____ Telephone No. _____
Local Office Address :

FAX No. : _____ Telephone No. _____
_____ Country and Year Incorporated *

Main Lines of Business :

- | | |
|----------|-------|
| 1. _____ | Since |
| _____ | |
| 2. _____ | Since |
| _____ | |
| 3. _____ | Since |
| _____ | |

Organisation chart showing structure of company including names and position of Directors, General Managers and other key Personnel and total number of qualified key technical personnel in Company's current employment for execution of this project are enclosed.

Signature and Seal of the Tenderer.

Schedule ' B'

Draft Proforma of Bank Guarantee to be issued by the Kolkata Branch of any nationalised Bank of India on Non-Judicial Stamp Paper worth at least Rs. 100/-, in connection with the NIT

To,
The Board of Trustees
for the Port of Kolkata.

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

Name of Issuing Bank.....

Name of Branch.....

Address.....

In consideration of the Board of Trustees of the Port of Kolkata, a body corporate - duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), having agreed to hand over the work order to Shri/ Messrs, a Proprietary/Partnership/Limited/Registered Company, having its Registered Office at..... (hereinafter referred to a "The Contractor") for thorough repair, under the terms and conditions of the contract made between the

Trustees and the Contractor, for "" in terms of the Work Order No..... dated.....(hereinafter referred to as "the said contract"), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs.....
(Rupees.....),we,.....
Branch, Kolkata, do, on the advice of the contractor, hereby undertake to indemnify and

keep indemnified the Trustees to the extent of the said sum of Rs.....(Rupees.....).

We,.....Branch, Kolkata, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We,.....Branch, Kolkata, shall have no right do decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c. Payee Banker's Cheque drawn in favour of "Kolkata Port Trust", without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us,..... (Name of Bank), Branch, Kolkata, to decline to honour the Bank Guarantee

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

2. We,..... Branch, Kolkata, further agree that a mere demand by the Trustees at anytime and in the manner aforesaid, is sufficient for us,..... Branch, Kolkata, 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, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. We,.....Branch, Kolkata, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive ofday of20..... and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto.....or any extension thereof made by us,.....Branch,Kolkata, 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, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said contract to extend the time for full performance of the said contract including fulfilling all obligations under the said contract or to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the contractor and to forebear or enforce any of terms and conditions relating to the said contract and We,.....Branch, Kolkata, shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or

for any forbearance, 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.

5. We,.....Branch, Kolkata, 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.....

(Official seal of the Bank)

Schedule “C”

NIT No.

(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 Traffic Manager,
Kolkata Port Trust, Subhas Bhavan,
Traffic Department,
40, Karl Marx Sarani,
Kolkata – 700 043.

Dear Sir,

I/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.

I/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.....

NIT No.

INTEGRITY PACT

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 non-submission of bid or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - d. 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.
 - e. 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, all the payments made to the Indian Agent/representative have to be in Indian Rupees only.
 - f. 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 Subcontractors. 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 be 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)	(For & on behalf of Bidder/Contractor)
(Office Seal)	(Office Seal)
Place.....	
Date.....	
Witness 1: (Name & Address) _____	

Witness 2: (Name & Address) _____	

NIT No.

Experience Record

Please refer to clause 4.3.1 (v) above.

1. Name of the Client and Address
2. Contact Telephone No / Fax No
3. Details of locomotives supplied for the project
4. Contract Value
5. Contract Start Date
6. Contract Completion Date

Information need to be supported by certificates from end customers

Signature of the Tenderer -----

NIT No.

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF AGREEMENT

Agreement made this day of _____ 2018

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 one part and _____ (hereinafter called the '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 work should be undertaken as indicated in the tender document and have accepted the Tender submitted by the Contractor for the execution of such works. Now this Agreement witnessed as follows:

1. In the Agreement, words and expressions shall have the same meanings as are respectively assigned to them in "General Instructions to Tenderers" 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 NIT document and the acceptance of the same
 - b) The General Instructions to the offerers
 - c) Special Conditions of Contract
 - d) Rate Schedule
 - e) 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 covenants with the Trustees to execute the work in conformity in all respects with the provisions of the contract.
4. The Trustees hereby covenant to pay the Contractor in consideration of such execution at the contract prices at the time and in the manner prescribed by the contract.

In witness whereof the parties hereto have caused their respective common seals to be hereunto affixed (or hereunto set their respective hands and seals) the day and year first above mentioned.

Common Seal of the Board

The Board of Trustees for the Port of Kolkata.
Kolkata was here unto affixed in the presence of.

Name.....

Address.....

Traffic Manager

.....

Signed, Sealed and delivered
at Kolkata in the presence of

Name.....

Address.....

Contractor

.....

Schedule 'G'

Undertaking of Authenticity for Diesel Electric Locomotives and Spares Supplies

Sub: Supply of Diesel Electric Locomotives and spares

- Ref :** 1. Your Order No. -----dated-----.
2. Our invoice no/Quotation no. -----dated-----.

With reference to the Diesel Electric Locomotives being supplied /quoted to you vide our invoice no/quotation no/order no. Cited above,----

We hereby undertake that all the components/parts/assembly etc used in the Locomotives shall be original new components/parts/ assembly only, from respective OEMs of the products and that no refurbished/duplicate/ second hand components/parts/ assembly are being used or shall be used.

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

Authorized Signatory

Name :
Designation :
Place :
Date :

Schedule 'H'

**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. 100/-)**

Dated: _____

POWER OF ATTORNEY

To whomsoever it may concern

Mr. _____ [Name of the Person(s)], residing at
_____ [Address of the person(s)], acting
as _____ (Designation of the person and name of the firm), and
whose signature is attested below, is hereby authorized on behalf of
_____ [Name of the Tenderer] to sign the
tender [(Tender No.and (Tender subject-
".....") and submit the same and is
hereby further authorized to provide relevant information/ document and respond to the
enquiries etc. as may be required by 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)

**FORMAT OF AFFIDAVIT
On the Rupees Ten Non – Judicial Stamp Paper**

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 affidavit.)

2. THAT my aforesaid Firm is exempted from E.S.I. Act and the said Firm has no
valid E.S.I Registration.
3. THAT the present affidavit is to be files before the Kolkata Port Trust as per the
clause no ----- of Tender no-----issued by Kolkata
Port Trust in respect of the work (the name of the work is to be mentioned)
That the statements made above are all true to be the best of my knowledge and
belief.

DEPONENT

Identified by me

(FORMAT OF INDEMNITY BOND)
On the Rupees Fifty Non – Judicial Stamp Paper

INDEMNITY BOND

By THIS BOND I, Shri/Smt-----

-----, son of
Shri/Smt----- Residing
at-----

----- by occupation ----- the Partner/Proprietor/Director----- having
office at----- am a tenderer under -
----- Department, Kolkata Port Trust(A statutory body under
MPT Act, 1963).

- 2 WHEREAS , the said Kolkata Port Trust asked the every tenderer, who is not covered under E.S.I Act or exempted to furnish an Indemnity Bond in favour of
----- Department, Kolkata Port Trust against all damages and accident to the Labourer Tenderer/contractor.
- 3 NOW THIS BOND OF INDEMNITY WITNESSTH THAT the Tenderer/contractor named herein above shall indemnify the Kolkata Port Trust AGAINST ALL DAMAGES AND ACCIDENT OCCURRING TO THE Labourers of the Tenderer/contractor as demanded by the Kolkata Port Trust and which shall be legal and /or claimed by the Kolkata Port Trust during the execution of the work stated in the NIT No----- of -----
- 4 AND the contractor hereunder agree to indemnity and at all times keep indemnified the Kolkata Port Trust and its administrator and representative
And also all such possible claim or demand for damages and accidents.

In WITNESS WHEREOF I-----, the Partner/Proprietor/Director-----
---- Hereto set and seal this----- Day of-----
In the year----- at-----

Sureties

Signature of the Indemnifier

1 Signature
Name:-
Address

2 Signature
Name:-
Address

Witness

1. Signature
Name and Address