



कलकत्ता पत्तन न्यास
KOLKATA PORT TRUST

हल्दिया गोदी परिसर
HALDIA DOCK COMPLEX
Engineering Department

BIDDING DOCUMENTS

(Global e-Tender No.: KoPT/Haldia Dock Complex/P&E Div/17/18-19/ET/296)

[Tender No.: SDM(P&E) T/14/2018-2019]

for

Design, manufacture, supply, installation, testing, commissioning & guaranteeing the performance of 1 (one) no. Rail Mounted Quay Crane (RMQC), 40 T lifting capacity under Spreader at 40 m outreach, at General Cargo Berth, Haldia Dock Complex, Kolkata Port Trust, Dist.: Purba Medinipur, West Bengal, India.



Communicating address:

General Manager (Engg.);
Haldia Dock Complex, KoPT;
Engineering Department,
Jawahar Tower Complex,
P.O: Haldia Township;
Dist.: Purba Medinipur;
PIN: 721607; West Bengal; India.

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October 2018



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PART-1 :: BID INVITING



PART-1 :: BID INVITING

Section-I

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

SHORT E-TENDER NOTICE

Tender No. SDM(P&E) T/14/2018-2019 and e-Tender No. KoPT/Haldia Dock Complex/P&E Div/17/18-19/ET/296 for “Design, manufacture, supply, installation, testing, commissioning & guaranteeing the performance of 1 (one) no. Rail Mounted Quay Crane (RMQC), 40 T lifting capacity under Spreader at 40 m outreach, at General Cargo Berth, Haldia Dock Complex, Kolkata Port Trust, Dist.: Purba Medinipur, West Bengal, India.”

Date of Pre-bid Meeting (Offline): 30th October, 2018, from 1100 Hrs. to 1500 Hrs.

Closing date & time of online submission of e-tender: 20th November, 2018, up to 1500 Hrs. (IST)

No offline tender is acceptable. For details of tender and any Corrigendum/Addendum, please visit MSTC’s e-portal <http://www.mstcecommerce.com/>.

(A. Ganesan)
General Manager (Engg.)
Haldia Dock Complex
Kolkata Port Trust
10th October, 2018



PART-1 :: BID INVITING

Section-II

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
TENDER NOTICE**

[Tender No.: SDM(P&E) T/14/2018-2019]

E-Tenders, under single stage two part system[Part-I: Pre-qualification & Techno-commercial Bid and Part-II: Price Bid], are invited on behalf of Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT), from manufacturers, fulfilling the “Minimum Eligibility Criteria (MEC)” AND “Other Pre-qualification Criteria”, as detailed at Clause Nos. 1.1 for the following work:

“Design, manufacture, supply, installation, testing, commissioning & guaranteeing the performance of 1 (one) no. Rail Mounted Quay Crane (RMQC), 40 T lifting capacity under Spreader at 40 m outreach, at General Cargo Berth, Haldia Dock Complex, Kolkata Port Trust, Dist.: Purba Medinipur, West Bengal, India.”

1.1. MINIMUM ELIGIBILITY CRITERIA (MEC):

1.1.1. Financial Standing:

The average annual financial turnover of the tenderer over the past 03 (Three) years shall be at least Rs. 13,95,00,000/- (Indian Rupees: Thirteen Crore Ninety-five Lakh) or equivalent value in foreign currency (US Dollars / Euro).

Note: The bidder upload the scanned copies of Annual Financial Turnover Statement (certificate by CA) for the years 2015-16, 2016-17 and 2017-18 or calendar year along with Balance Sheets and Profit & Loss Accounts.

1.1.2. Experience, Capacity and Capability:

The tenderer should have designed, manufactured, supplied and commissioned at least one of the material handling equipment having minimum of 40MT capacity during last 07 (Seven) years, ending on 30.09.2018.

The list of Material Handling Equipment; Rail Mounted Quay Crane (RMQC) / Rail Mounted Gantry Crane (RMGC) / Rubber Tyred Yard Gantry Crane (RTYGC) / Grab Unloader Crane (GUC) / Electrical Level Luffing Crane (ELLC) / Rubber Tyred Mobile Harbour Crane (MHC) / Continuous unloader.

Note: The bidder should upload the scanned copies of work order as well as the commissioning certificate issued by the client.



1.1.3. **Satisfactory performance:**

At least 01 (One) no. Material Handling Equipment (from the above list) shall be successfully working for 2 (Two) Years or more ending on date of submission of Techno-commercial Bids i.e. 20.11.2018.

1.1.4. **Recent Business Activities:**

The tenderer should have supplied or is in the process of manufacturing at least 01 (One) no. Material Handling Equipment from the above list ending on date of submission of Techno-Commercial Bids i.e. 20.11.2018.

1.2. **Other Pre-qualification Criteria:**

1.2.1. Individual firm or Lead Partner must have -

- a) **GST Registration Certificate** with respect to **GST Registration Number (GSTIN)**.
- b) **Valid Profession Tax Clearance Certificate (PTCC)** or up-to-date **Profession Tax Payment Challan (PTPC)**, if applicable. If this is not applicable, the bidder must submit [upload] a declaration in this regard.
- c) **Certificate for allotment of Employees' Provident Fund (EPF) Code No. [Latest Challan is to be submitted (uploaded)]**, if applicable. If this is not applicable, the bidder should submit [upload] a declaration (in the form of Affidavit), in this regard.
- d) **Registration certificate of Employees' State Insurance (ESI)** authority, if applicable.

If this is not applicable, necessary document(s) [to establish non-applicability], along with **Affidavit, affirmed before a First-class Judicial Magistrate** to that effect are to be submitted [uploaded]. Moreover, such bidder(s) shall have to submit [upload] a **declaration**, confirming that they will obtain registration certificate of **ESI** authority, if required, and they will indemnify **Kolkata Port Trust** against all damages & accident occurring to their labourers (including that of Sub-contractor's labourers), in connection with the instant contract, in case they become a successful bidder.

1.2.2. A bidder, and all parties constituting the bidder, should have the **nationality of any country**.

1.2.3. A foreign bidder shall have to obtain a clearance regarding **National Defence & Security, from Govt. of India**.

If this is not applicable for a foreign bidder of a particular country, in terms of any specific exemption granted by Govt. of India in this regard,



necessary document(s) [to establish non-applicability] is/are to be submitted [uploaded].

- 1.2.4. In case of **association**, in the form of a **Licensing Agreement** or a **Technical Collaboration Agreement** or a **Joint Venture Agreement** or a **Consortium** with other **manufacturer(s)**, the members of the association should nominate one of the members as “**Lead Partner**” for participating in the bid and for signing all the documents related therewith, up to signing of Contract Agreement and execution thereafter (in case of award of contract). All the members of the association must also be jointly and severally responsible for satisfactory performance of the contract (in case of award of contract). **Agreements** (in line with **ITB Clause No. 4.3.6**) amongst the “**Lead Partner**” and other members of the association are to be submitted [uploaded] by the bidder in the “**Pre-qualification & Techno-commercial Bid**”.

The experience of each member of Licensing Agreement or Technical Collaboration Agreement or Joint Venture Agreement or Consortium would be considered at par with other Original Equipment Manufacturer, subject to the condition that the collective experience of the members, comprising the Licensing Agreement or Technical Collaboration Agreement or Joint Venture Agreement or Consortium, must meet the criteria established in the MEC, as detailed in **Clause Nos. 1.1**.

- 1.2.5. Document(s) in support of foreign currency conversion rate, if applicable.

- 1.2.6. Agreements (as per Clause No. 1.2.4) amongst the “**Lead Partner**” and other member(s), if applicable.

- 1.3. In case of shortfall in required documents (as per **Clause Nos. 1.1 & 1.2**), the bidders would be allowed to submit further documents/clarifications within a period of **maximum 15 (Fifteen) days**, from the date of communication by KoPT, in this respect, to the bidders. In case any bidder fails to submit required further documents/clarifications within the above stipulated time, the tender would be processed in absence of further documents/clarifications, which may result in disqualification of the corresponding bidder for the tender.

In addition to fulfilment of “**Other Pre-qualification Criteria**”, as per **Clause No. 1.2**, it would be the Contractor’s responsibility to comply with the requirements of the concerned authority during the entire tenure of the contract.

- 1.4. **Availability of the bidding documents:**

The **bidding documents (in full)** [including this “**Tender Notice**”] would be available in the following websites:

- <http://www.mstcecommerce.com/eprochome/kopt> of MSTC Limited.
- <http://eprocure.gov.in/cppp/> of Central Public Procurement Portal.



PART-1 :: BID INVITING
Section-II : Tender Notice

Tender No. SDM(P&E) T/14/2018-2019

➤ <http://www.kolkataporttrust.gov.in/> of Kolkata Port Trust.

Corrigenda, Addenda, Queries & Clarifications, if any, would also be available in the aforesaid websites.

1.5. **Participating in the bidding process:**

The bidders will have to participate in the *Electronic bidding process through the website of MSTC Limited* (<http://www.mstcecommerce.com/>) only.

(A. Ganesan)
General Manager (Engg.)
Haldia Dock Complex
Kolkata Port Trust
10th October, 2018



PART-1 :: BID INVITING

Section-III

Schedule of Tender (SoT)

2.1.	Work title	::	Design, manufacture, supply, installation, testing, commissioning & guaranteeing the performance of 1 (one) no. Rail Mounted Quay Crane (RMQC), 40 T lifting capacity under Spreader at 40 m outreach, at General Cargo Berth, Haldia Dock Complex, Kolkata Port Trust, Dist.: Purba Medinipur, West Bengal, India.
2.2.	Tender Inviting Authority	::	General Manager (Engg.), Haldia Dock Complex, Kolkata Port Trust. Address: Engineering Department, Jawahar Tower Complex; P.O: Haldia Township; Dist.: Purba Medinipur; PIN: 721 607; West Bengal; India. Telephone: +91 - 3224 - 263255/264496 Mobile : +91 - 7478005099 Fax : +91 - 3224 - 263255 E-mail : aganesan.hdc@nic.in
2.3.	Reference Tender No.	::	SDM(P&E) T/14/2018-2019
2.4.	Mode of tender	::	<u>e-Procurement System.</u> <u>Online</u> (Part-I: <i>Pre-qualification & Techno-commercial Bid</i> and Part-II: <i>Price Bid</i>) through http://www.mstcecommerce.com/eprochome/kopt of MSTC Limited. Although the bidding documents may be viewed from the websites mentioned under Clause No. 1.6, but <u>the intending bidders can only submit their offer electronically, through the above-mentioned website of MSTC Limited.</u> <u>No physical tender/bid would be accepted by Haldia Dock Complex, Kolkata Port Trust.</u>
2.5.	E-Tender No.	::	KoPT/Haldia Dock Complex/P&E Div/17/18-19/ET/296
2.6.	Date from which bidding documents would be available for downloading by the intending bidders	::	10.10.2018



2.7.	Pre-bid Meeting starting date & time	::	30.10.2018 at 1100 Hrs (IST). [Pre-bid Meeting will be offline.]
2.8.	Pre-bid Meeting closing date & time	::	30.10.2018 at 1500 Hrs (IST). [Pre-bid Meeting will be offline.]
2.9.	Venue of Pre-bid Meeting	::	Pre-bid Meeting would be held at the following address: Haldia Dock Complex; Jawahar Tower Annex Building (3 rd Floor); Conference Room; Haldia Township; P.O: Haldia; Dist.: Purba Medinipur; PIN: 721 607; West Bengal; India.
2.10.	i) Transaction Fee	::	<p><u>For Indian bidders:</u></p> <p>The intending bidders must deposit Rs. 17,700/- (Indian Rupees: Seventeen Thousand Seven Hundred) only [including GST @ 18%] as “Transaction Fee” (non-refundable), in favour of MSTC Limited, as per the procedure given in the instant bidding documents (Ref.: Clause No. 3.2.7).</p> <p><u>For foreign bidders:</u></p> <p>A “Transaction Fee” (non-refundable) of US\$ 280 (US Dollar Two Hundred Eighty Only) is required to be submitted to MSTC LTD.</p> <p><u>MSTC USD BANK A/c DETAILS:</u></p> <p>Bank of India, New York Branch (INTERMEDIARY BANK SWIFT: BKID US33) Mid Corporate Branch, Kolkata 01 for ultimate credit to account No. 4048 2021 0000002 of MSTC Ltd. with Bank of India, Kolkata Overseas Branch (SWIFT BKID IN BBCOS).</p> <p>The Transaction Fee made by the intending vendor through SWIFT/Electronic transfer would be deemed to have been received by the MSTC, only if the same have been credited to MSTC’s Account. Bidders who have submitted transaction fee to the above bank should also inform the details of the payment to the following email id;</p> <p>1. pbiswas@mstcindia.co.in</p> <p>2. mhjain@mstcindia.co.in</p> <p>The intending bidders will be activated for bid submission only after receipt of the aforesaid “Transaction Fee” by MSTC Limited.</p>



			<p>The intending bidders are advised to remit the “Transaction Fee” well in advance before the closing time of the event, so as to give themselves sufficient time to submit the bid.</p>
ii)	<p>Bid Document Fee (Cost of bidding documents)</p>	::	<p><u>For Indian bidders:</u></p> <p>The intending bidders must deposit Rs. 5,900/- (Indian Rupees: Five Thousand Nine Hundred) only [including GST @ 18%], as Bid Document Fee (non-refundable), to Haldia Dock Complex, along with their offer. In case the said Bid Document Fee is not deposited by the bidder, the respective bid will be summarily rejected, treating the same as non-responsive.</p> <p>The bidders are advised to deposit Bid Document Fee using the Axis Bank Payment Gateway only. No other method of payment of Bid Document Fee shall be accepted.</p> <p>The bidders would be able to access the payment gateway from the Vendor login page of the MSTC ecommerce site (www.mstcecommerce.com → e-Procurement → PSU/Govt. depts. → Kolkata Port Trust) under the icon “HDC EMD/Tender Fee Payment”. Clicking this icon will take the bidders to the Axis Bank Gateway. Alternatively, the bidders can also access the Gateway from Axis Bank Easy Pay website (https://easypay.axisbank.co.in → Others → Haldia Dock Complex).</p> <p>For making payment of Bid Document Fee through the Gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e-Tender number of the tender for which the payment is to be made).</p> <p>The method of use of the Gateway is indicated under “Procedure of payment of Earnest Money and Bid Document Fee through Axis Bank Gateway” in Section-IV [Important instructions for online bid submission and e-Procurement] in the instant bidding documents (Ref.: Clause No.3.2.8).</p> <p>Details of Bid Document Fee remitted must be entered by the participating bidder in the space provided in the e-Tender, as indicated hereunder:</p> <p>a) Name of remitting bidder: b) E-Tender No.: KoPT/Haldia Dock Complex/P&E Div/17/18-19/ET/296 c) Amount remitted: d) Remittance Bank Details: e) URN No.: f) Date of remittance:</p>



	<p><u>For foreign bidders:</u></p> <p>The intending bidders must deposit US\$ 100 (One Hundred US Dollars) only OR € 90 (Ninety Euros) only, as Bid Document Fee (non-refundable), to Haldia Dock Complex, along with their offer, through SWIFT, mentioning the purpose of the remittance in SWIFT (MT103). In case the said Bid Document Fee is not deposited by the bidder, the respective bid will be summarily rejected, treating the same as non-responsive.</p> <p><u>The Nostro detail of Axis Bank for USD is as follows:</u></p> <p><u>BENEFICIARY ACCOUNT DETAILS:</u> ACCOUNT NUMBER: 916020029911396 ACCOUNT NAME : KOLKATA PORT TRUST HALDIA DOCK COMPLEX A/C EARNEST MONEY/COST OF TENDER BENEFICIARY BANK SWIFT CODE: AXISINBB261 <u>BENEFICIARY'S BANK ADDRESS:</u> AXIS BANK LTD, AKASH GANGA COMMERCIAL COMPLEX, BASUDEVPUR, PO.HALDIA, DIST.PURBA MEDINIPUR, HALDIA, WEST BENGAL- 721602</p> <p><u>CORRESPONDENT BANK DETAILS:</u> CORRESPONDENT BANK ACCOUNT NUMBER: 0011407376 CORRESPONDENT BANK SWIFT CODE: CHASUS33 ABA CODE OF THE CORRESPONDENT BANK: 021000021 <u>CORRESPONDENT BANK ADDRESS:</u> JP MORGAN CHASE BANK, 4 CHASE METROTECH CENTRE, BROOKLYN, NY, NEW YORK 1125</p> <p><u>The Nostro detail of Axis Bank for EURO is as follows:</u></p> <p><u>BENEFICIARY ACCOUNT DETAILS:</u> ACCOUNT NUMBER: 916020029911396 ACCOUNT NAME : KOLKATA PORT TRUST HALDIA DOCK COMPLEX A/C EARNEST MONEY/COST OF TENDER BENEFICIARY BANK SWIFT CODE:AXISINBB261 <u>BENEFICIARY'S BANK ADDRESS:</u> AXIS BANK LTD, AKASH GANGA COMMERCIAL COMPLEX, BASUDEVPUR, PO.HALDIA, DIST.PURBA MEDINIPUR, HALDIA, WEST BENGAL-721602</p>
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		<p><u>CORRESPONDENT BANK DETAILS:</u> CORRESPONDENT BANK ACCOUNT NUMBER: 6231605392 CORRESPONDENT BANK SWIFT CODE: CHASDEFXXXX <u>CORRESPONDENT BANK ADDRESS:</u> JP MORGAN CHASE BANK, GRUENBURGWEG 2, D-60322, FRANKFURT MAIN, GERMANY</p> <p>Details of Bid Document Fee remitted must be entered by the participating bidder in the space provided in the e-Tender, as indicated hereunder:</p> <p>a) Name of remitting bidder: b) E-Tender No.: KoPT/Haldia Dock Complex/P&E Div/17/18-19/ET/296 c) Amount remitted: d) Remittance Bank Details: e) Transaction Reference No.: f) Date of remittance:</p> <p>* NOTE: The bidders, who are not registered with MSTC, are advised to get themselves registered with MSTC, at least 72 (seventy-two) hours prior to making payment of Bid Document Fee.</p>
iii)	Earnest Money Deposit	<p><u>For Indian bidders:</u> The intending bidders must deposit Rs. 56,50,000/- (Indian Rupees: Fifty-six Lakh Fifty Thousand) only, as Earnest Money, to Haldia Dock Complex, along with their offer.</p> <p>In case the said Earnest Money is not deposited by the bidder, the respective bid will be summarily rejected, treating the same as non-responsive.</p> <p><u>For foreign bidders:</u> The intending bidders must deposit US\$ 90,000 (Ninety Thousand US Dollars) only <u>OR</u> € 82,000 (Eighty-two Thousand Euros) only, as Earnest Money, to Haldia Dock Complex, along with their offer. In case the said Earnest Money is not deposited by the bidder, the respective bid will be summarily rejected, treating the same as non-responsive.</p>



		<p><u>Mode of submission of Earnest Money (for Indian as well as foreign bidders):</u></p> <p>Earnest Money Deposit (EMD) shall have to be submitted in the form of an irrevocable and unconditional Bank Guarantee [as per the form (Bidding Form - "XIII") added in Section-VII], from any Kolkata/Haldia Branch of a Nationalized/Scheduled Bank of India. In case of foreign Bank Guarantee, it shall be routed through any Branch of corresponding Nationalized/Scheduled Bank in India and such corresponding Bank shall confirm the same and standby for all the commitments under the Bank Guarantee. In all cases, any dispute regarding Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court. In case the Bank Guarantee is submitted from/routed through a foreign branch of a Nationalized/Scheduled Bank of India, the Bank Guarantee submitted not on Non-judicial Stamp Paper may also be acceptable.</p> <p>Earnest Money Bank Guarantee (EMBG) submitted by Indian and foreign bidders shall be denominated in the respective currency(ies) mentioned in the instant clause and for the respective amounts.</p> <p>The EMBG should be kept valid and enforceable till a date, covering at least 3 (three) months beyond the date of expiry of the validity period of the bid.</p> <p>In case a bidder agrees to any extension of the bid validity period, asked by KoPT, the validity of the corresponding EMBG shall have to be extended till a date, covering at least 3 (three) months beyond the date of expiry of such extended bid validity period.</p> <p>Scanned copy of such EMBG must be submitted (uploaded) by the bidders, along with the Pre-qualification & Techno-commercial Bid.</p> <p>The original Bank Guarantee (including confirmation from corresponding Nationalized/Scheduled Bank in India, in case of Foreign Bank Guarantee) should be sent by the issuing Branch of the Bank, directly to the Employer, at the following address:</p> <p style="padding-left: 40px;">Senior Deputy Manager (Finance), Haldia Dock Complex (HDC), Jawahar Tower Complex, P.O: HaldiaTownship, Dist.: Purba Medinipur, PIN - 721 607, West Bengal, India.</p> <p>The original Bank Guarantee (including confirmation</p>
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Section-III : Schedule of Tender (SoT)

			<p>from corresponding Nationalized/ Scheduled Bank in India, in case of Foreign Bank Guarantee) should reach the above address before the closing date and time of submission of bid.</p> <p>Details of Earnest Money remitted must be entered by the participating bidder in the space provided in the e-Tender, as indicated hereunder:</p> <p>a) Name of the bidder: b) E-Tender No.: KoPT/Haldia Dock Complex/P&E Div/17/18-19/ET/296 c) Amount of EMBG: d) EMBG Bank details: e) Bank Guarantee No.: f) Date of EMBG:</p>
2.11.	i)	Last date and time for deposition of Earnest Money & Bid Document Fee to the designated bank account of Kolkata Port Trust, Haldia Dock Complex	:: 20.11.2018, up to 1500 Hrs. (IST).
	ii)	Last date for deposition of Transaction Fee in favour of MSTC Limited	:: The intending bidders are advised to remit the "Transaction Fee" well in advance before the closing time of the event, so as to give themselves sufficient time to submit the bid.
2.12.	i)	Starting date & time of e-Tender for submission of online Pre-qualification & Techno-commercial Bid and Price Bid at http://www.mstcecommerce.com/eprochome/kopt	:: 10.11.2018 from 1100 Hrs. (IST).
	ii)	Closing date & time of e-Tender for submission of online Pre-qualification & Techno-commercial Bid and Price Bid at http://www.mstcecommerce.com/eprochome/kopt	:: 20.11.2018 up to 1500 Hrs. (IST).

**PART-1 :: BID INVITING****Tender No. SDM(P&E) T/14/2018-2019****Section-III : Schedule of Tender (SoT)**

	iii) Date & time of opening of Part-I (i.e. Pre-qualification & Techno-commercial Bid)	::	20.11.2018, 1530 Hrs. (IST) onwards.
	iv) Date & time of opening of Part-II (i.e. Price Bid)	::	Shall be informed separately.

PART-2 :: BIDDING PROCEDURES



PART-2 :: BIDDING PROCEDURES

Section-IV

**Important instructions
for
online bid submission and e-Procurement**

Table of clauses

1)	Introduction.
2)	Process of e-Tender.
3)	Other instructions related to e-Procurement.
4)	Opening of Part-I (i.e., Pre-qualification & Techno-commercial Bid) and Part-II (i.e., Price Bid).



Section-IV : Important instructions for
online bid submission and e-Procurement

3.1 Introduction

- 3.1.1 This is an e-Procurement event of **Haldia Dock Complex**. The e-Procurement Service Provider is **MSTC Limited**, 225 C, A.J.C Bose Road, Kolkata - 700 020.
- 3.1.2 The intending bidders are requested to go through the “Instructions To Bidders” (ITB) and contents of these bidding documents, including all terms & conditions and “Schedule Of Requirements” (SOR) [scope of work, technical specification, etc.], before submitting online tender. Bidders who do not comply with the requirements/ conditions, with documentary proof (wherever required), will not qualify in the tender, for opening of Price Bid.
- 3.1.3 **Special Note:**
The **Pre-qualification & Techno-commercial Bid** and the **Price Bid** shall have to be submitted **ONLINE** at www.mstcecommerce.com/eprochome/ only.
- 3.1.4 Possession of valid **Digital Signature Certificate (DSC)** [Class III Signing Type] and registration of the intending bidder with **MSTC Limited** on the e-Procurement/e-Tender Portal of MSTC are **pre-requisites** for the instant e-Tendering.
- 3.1.5 The **Digital Signature Certificate (DSC)** [Class III Signing Type], issued by **nCode/eMudra** or any **Certifying Authority (CA)** recognized by **Controller of Certifying Authorities (CCA), India**, should be registered. Only the DSC that is registered should be used by the bidder and the bidder should ensure safety of the same.
- 3.1.6 The intending bidders are requested to read the vendor guide and see the video in the webpage www.mstcecommerce.com/eprochome to familiarize themselves with the system before bidding.
- 3.1.7 The online bid should be submitted strictly as per the terms & conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/mstc of MSTC Limited.
- 3.1.8 All entries in the tender should be entered in online Technical & Commercial formats, without any ambiguity.
- 3.1.9 The e-Tender platform shall remain open from the pre-announced date & time and for as much duration as mentioned in the Schedule of Tender (SOT).
- 3.1.10 E-tender cannot be accessed after the closing date and time of e-Tender, mentioned in the Schedule of Tender (SoT) of the instant bidding documents.



Section-IV : Important instructions for online bid submission and e-Procurement

3.2 Process of e-Tender

3.2.1 Registration:

The process involves vendor's registration with MSTC 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 will be done over the internet. The **vendor should possess Class III Signing Type Digital Certificate**. Vendors are to make their own arrangement for bidding from a Personal Computer/Laptop connected with Internet. MSTC is not responsible for making such arrangement (***Bids will not be recorded without Digital Signature***).

3.2.2 Steps for Registration:

- i) Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSUs/Govt. Departments → Kolkata Port Trust → Register as Vendor (Filling up required details and creating own User ID & Password) → Submit.
- ii) Vendors will receive system generated mail(s), confirming their registration, in their e-mail ID(s), which has/have been provided during filling up the registration form.

3.2.3 The intending bidders are requested to submit their bids, keeping sufficient time in hand.

3.2.4 In case of any clarification regarding online submission of bids, the intending bidders are requested to contact HDC/MSTC, well in advance, keeping sufficient time in hand.

Contact persons (Haldia Dock Complex):

1. Mr. A. Ganesan
General Manager (Engg.)
Mobile : +91 - 7478005099
Landline : +91 - 3224 - 263255
E-mail : aganesan.hdc@nic.in
2. Mr. A. Basu
Senior Deputy Manager (P&E)
Mobile : +91 - 94340 63718
Landline : +91 - 3224 - 252663
E-mail : abasu.hdc@nic.in
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4. Mr. A. Kumar
Asst. Manager (P&E)



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Contact persons (MSTC Limited):

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Asst. Manager (ERO)
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Assistant Manager (ERO)
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3.2.5 System requirements and other requirements:

- i) Operating System: Windows 7 or above.
- ii) Internet Browser: IE-7 or above.
- iii) Class-III Signing Type Digital Certificate.
- iv) Latest update JRE 8 (x86 Offline) Software to be downloaded and installed in the system.
- v) To disable "Protected Mode" for DSC (Digital Signature Certificate) to appear in the signer box, the following setting may be applied:
Tools => Internet Options => Security => Disable Protected Mode (if enabled), i.e., remove the tick from the tick box mentioning "Enable Protected Mode".
- vi) Other settings:
Tools => Internet Options => General => Click on Settings under "Browsing History/Delete Browsing History" => Temporary Internet Files => Activate "Every time I visit the webpage".
- vii) To enable ALL Active X controls and disable 'use pop up blocker' under Tools → Internet Options → Custom Level (Please run IE settings from the webpage www.mstcecommerce.com once).

3.2.6 Bidding in e-Tender:

- i) The intending bidders need to submit necessary Transaction Fee, to become eligible to bid online in the e-Tender. Transaction Fee is non-refundable.
Bid Document Fee is non-refundable. Earnest Money Deposit will be refunded to the unsuccessful bidders, without any interest, within 2 (two) months from the date of opening of Price Bids or on finalization/



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acceptance of tender, whichever is earlier. Earnest Money Deposit of the successful bidder will be refunded, without any interest, after submission of Security Deposit by them.

- ii) The bidders must upload all the documents required as per the instant bidding documents (including Tender Notice). Any other document uploaded, which is not required as per the instant bidding documents (including Tender Notice), shall not be considered.
- iii) Unit Of Measure (UOM) is indicated in the e-Tender platform. Rate to be quoted should be as per UOM indicated in the e-Tender platform or in the bidding documents.
- iv) Steps for submitting **Pre-qualification & Techno-commercial Bid and Price Bid**:

The intending bidder(s), who have submitted the required **Transaction Fee**, can only submit their **Pre-qualification & Techno-commercial Bid and Price Bid**, through Internet, in MSTC website. The steps are given hereunder:

- a) www.mstcecommerce.com → e-Procurement → PSUs/Govt. Departments → Kolkata Port Trust → Login → My Menu → Auction Floor Manager → Live Event → Selection of the Live Event → Techno-commercial Bid
- b) The bidder should allow running JAVA application. This exercise has to be done immediately after opening of Bid Floor. Then the necessary steps, as would appear, would have to be followed. If this application is not run, then the bidder will not be able to save/submit their bid.
- c) After filling the Techno-commercial Bid, the bidder should click on “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 the bidder should click on “Save” to record their Price Bid. Then once both the Techno-commercial Bid and Price Bid have been saved, the bidder can click on the “Final submission” button to register their bid.
- v) The bidders should quote their offered prices appropriately, only in the aforesaid Price Bid link. Price indicated anywhere else, in any other form or manner, will not be considered for evaluation of Price Bid, but will make the corresponding bid liable for outright rejection.



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- vi) The Techno-commercial Bid and Price Bid cannot be modified/revised, once the “Final submission” button has been clicked by the bidder.
- vii) After submitting online bid, the bidder cannot access the bid submitted by him/them, once the “Final submission” button has been clicked by the bidder.

3.2.7 Special note towards Transaction Fee (for Indian bidders only):

The intending bidder shall pay the Transaction Fee using “Transaction Fee Payment” link under “My Menu” in the vendor login. The intending bidder has to select the particular tender from the event dropdown box. The intending bidder shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the intending bidder shall generate a challan by filling up a form. The intending bidder shall remit the Transaction Fee amount as per the details printed on the challan, without making change in the same. On selecting Online Payment, the intending bidder shall have the provision of making payment using its Credit Card/Debit Card/Net Banking. Once the payment gets credited to MSTC's designated Bank account, the Transaction Fee shall be auto authorized and the intending bidder shall be receiving a system generated mail.

Transaction Fee is non-refundable.

An intending bidder will not have access to online e-Tender without making payment towards Transaction Fee. In other words, an intending bidder will be activated for bid submission, only after receipt of the Transaction Fee by MSTC Limited.

NOTE: The intending bidders are advised to remit the “Transaction Fee” well in advance before the closing time of the event, so as to give themselves sufficient time to submit the bid.

3.2.8 Procedure of payment of Bid Document Fee through Axis Bank Gateway (for Indian bidders only):



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1. The bidder would be able to access the payment gateway from the Vendor login page of the MSTC ecommerce site (www.mstcecommerce.com → e-Procurement → PSU/Govt. depts. → Kolkata Port Trust) under the icon “HDC EMD/Tender Fee Payment”. Clicking this icon will take the bidders to the Axis Bank Gateway.
Alternatively, the bidder can also access the gateway by from Axis Bank Easy Pay website (<https://easypay.axisbank.co.in> → Others → Haldia Dock Complex).
2. The bidder will be required to mention the bidder’s ID (the ID used by the bidder for logging in the MSTC website) and Bid ID (E-Tender No. of the tender against which the bidder intends to submit bid) and then click ‘VALIDATE’.
3. A webpage will populate, where the bidder will be required to select “Earnest Money” OR “Bid Document Fee”, then indicate his Mobile Number and the CAPTCHA displayed in the webpage.
4. Depending on the selection, another webpage will come up.
5. **DELETED.**
6. The bidder will be required to mention their Bank Account Number, IFSC of their Bank and the name of the account, insert the CAPTCHA mentioned in the webpage and then ‘SUBMIT’. In case of Bid Document Fee payment, Bank Account Number would not be required.
An URN Number will be generated. Bidders should keep note of this URN Number for all future reference.
7. Another webpage will come up and the bidder will have the option to select payment methods from - (i) Internet Banking and (ii) NEFT/RTGS, after agreeing with the terms and conditions, by clicking the dialogue box appearing in the webpage.
8. In case of selection of Internet Banking, the bidder will be required to select any Bank of their choice and depending on the selection, the bidder will then be guided to the webpage of the respective Bank.
After validating the payment in the respective Bank, the system will return to the Axis Bank



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Payment Gateway.

9. In case of selection of RTGS/NEFT, the webpage will generate a payment advice.

The Bank Account Number, IFSC of the Bank, name of the payee, i.e., Haldia Dock Complex, and the amount to be paid will be indicated in the said payment advice. The bidder will also get an SMS and e-mail detailing the same.

The bidder will be required to mention the same correctly in the Bank Challan, which is required to be filled up for payment by RTGS/NEFT in the Bank from where they intend to make the payment.

The bidders should note that Bank a/c number of HDC, mentioned in the Payment Advice, will change for each and every transaction and hence, for each and every payment, the entire process from the beginning will have to be followed for generation of a URN Number.

10. For payment of Bid Document Fee, the above process is to be followed.
11. The bidders will be able to know the status of their payment, by using the 'Enquire URN' facility, by mentioning the URN Number in the Axis Bank login page. Until such time the payment is credited to HDC's a/c, the system will show the status as 'Pending'.
12. The bidders should note that until such time the status remains 'Pending', the payment is not made to HDC and mere generation of URN Number will not signify payment of Bid Document Fee. Hence, if the status remains 'Pending' after some time of submitting the RTGS/NEFT payment request at their Bank, then the bidders should contact their Bank to enquire about the status of RTGS/NEFT request.
13. In case of any problem relating to use of the payment gateway, the bidders should contact the tender inviting authority, whose phone number and e-mail address are mentioned in the e-Tender.

3.2.9 Special note towards uploading required documents:

The intending bidders are instructed to use "Attach Doc" button to upload documents in document library. Multiple documents can be uploaded.



Section-IV : Important instructions for
online bid submission and e-Procurement

3.3 Other instructions
related to e-
Procurement

- 3.3.1 All notices and correspondence with the bidder(s) shall be sent by e-mail only during the process till finalization of tender by HDC, KoPT. Hence, the intending bidders are required to ensure that their e-mail IDs provided are valid and updated at the stage of registration of bidders with MSTC (i.e., Service Provider). The intending bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
- 3.3.2 In all cases, an intending bidder should use their own ID and Password, along with Digital Signature, at the time of submission of their bid. It is mandatory that all bids are submitted with Digital Signature Certificate (DSC), otherwise the same will not be accepted by the system.
- 3.3.3 Addenda, Corrigenda and Queries & Clarifications (with respect to the instant e-Tender), if any, would be hosted in the e-Procurement portal of MSTC.
- Since there is no provision to take out the list of intending bidders downloading the bidding documents from the websites mentioned in the Tender Notice, the intending bidders are requested to check the website of MSTC to ensure that they have not missed any Addenda, Corrigenda and Queries & Clarifications, uploaded against the instant e-Tender, after downloading the bidding documents. The responsibility of downloading such Addenda, Corrigenda and Queries & Clarifications, if any, will be that of the intending bidders.
- 3.3.4 No deviation/variation of the techno-commercial terms and conditions of the bidding documents will be considered by HDC, KoPT. Submission of bid in the e-Tender platform by any bidder confirms their acceptance of the techno-commercial terms and conditions of the bidding documents.
- 3.3.5 HDC, KoPT reserves the right to accept or reject any bid (in full or part) and to annul the bidding process and to reject all bids, at any time prior to contract award, without assigning any reason thereof and without thereby incurring any liability to the bidders.
- 3.3.6 Any order resulting from this open e-Tender shall be governed by the terms and conditions mentioned therein.
- 3.3.7 All electronic bids submitted during the e-Tender process shall be legally binding on the bidders. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by HDC, KoPT will form a binding contract, between HDC, KoPT and the bidder, for execution of the work. Such successful bidder shall be



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online bid submission and e-Procurement

called hereafter the 'CONTRACTOR'.

3.4 Opening of Part-I (i.e.,
Pre-qualification &
Techno-commercial
Bid) and Part-II
(i.e., Price Bid)

- 3.3.8 The bids will be evaluated based on the filled-in Technical & Commercial formats and the requisite documents submitted (uploaded) by the bidders.
- 3.3.9 The documents uploaded by bidder(s) will be scrutinized. During scrutiny, in case any of the information furnished by the bidder is found to be false, **Earnest Money Deposit** of such defaulting bidder(s) will be forfeited. Punitive action, including suspension and banning of business, can also be taken against such defaulting bidder(s).
- 3.3.10 HDC, KoPT, at its discretion, may extend the closing date & time of e-Tender, prior to the closing date & time of e-Tender mentioned in the Schedule of Tender (SoT). ***However, the closing date & time of e-Tender will not be extended, under any situation, after the due date is over.***
- 3.4.1 Part-I (Pre-qualification & Techno-commercial Bid) will be opened electronically, on specified date and time, as given in the Schedule of Tender (SoT). The bidder(s) can witness electronic opening of bid(s).
- 3.4.2 Part-II (Price Bid) will be opened electronically, of only those bidder(s) who qualify(ies) in the "Pre-qualification & Techno-commercial Bid" [Part-I]. Such bidder(s) will be intimated the date of opening of Part-II (Price Bid), through e-mail, to valid e-mail ID(s) confirmed by them.



PART-2 :: BIDDING PROCEDURES

Section-V

Instructions To Bidders (ITB)

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A.

4.1. Scope of bid

GENERAL

4.1.1 In connection with the **Invitation for Bids**, KoPT issues these bidding documents for procurement of work, as specified in **Section-IX - Schedule Of Requirements (SOR)**.

4.1.2 **Name of the procurement:**

Design, manufacture, supply, installation, testing, commissioning & guaranteeing the performance of 1 (one) no. Rail Mounted Quay Crane (RMQC), 40 T lifting capacity under Spreader at 40 m outreach, at General Cargo Berth, Haldia Dock Complex, Kolkata Port Trust, Dist.: Purba Medinipur, West Bengal, India.

4.1.3 **Location of site:**

The Rail Mounted Quay Crane (RMQC), as described in the instant bidding documents, shall be deployed at **Berth No. 9** [with flexibility of being operated at **Berth No. 10** (adjacent to Berth No. 9) also] of **Haldia Dock Complex (HDC)**, Kolkata Port Trust (KoPT). Haldia Dock Complex is located at the confluence of **River Haldi** and **River Hooghly**, at about 130 km upstream from Sandheads and 104 km downstream of **Kolkata**, in the district of **Purba Medinipur, West Bengal, India**. The site is well connected by Road [all weather hard top road approachable from National Highway (NH-41) and State High Way] and also by Rail [**South Eastern Railway** Branch Line connecting **Panskura & Mecheda** Railway Stations].

4.1.4 Throughout these bidding documents:

- (a) the term “in writing” means communicated in written form (i.e., by mail, e-mail, fax, telex, etc.) and delivered against receipt;
- (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) “day” means calendar day; and
- (d) “procurement” means the entire work requirements, as specified in **Section-IX - Schedule Of Requirements (SOR)**.



4.2. Fraud and corruption

4.2.1 It is the policy of **Kolkata Port Trust (KoPT)** to require that Bidders, Contractors, Sub-contractors and Consultants observe the highest standard of ethics, during procurement and execution of such contracts. In pursuance of this policy, **Employer (KoPT)**:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “**corrupt practice**” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) “**fraudulent practice**” means a misrepresentation or omission of facts, in order to influence a public procurement process or the execution of a contract;
 - (iii) “**collusive practice**” means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non-competitive levels;
and
 - (iv) “**coercive practice**” means harming, or threatening to harm, directly or indirectly, persons or their property to influence their participation in procurement process or affect the execution of a contract;
- (b) will reject a proposal for award, if it determines that the bidder, recommended for award, has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;
- (c) will terminate contract, if it determines, at any time, that representatives of **Employer (KoPT)** engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract;



4.3. Eligible bidders

- (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract, if it, at any time, determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing a contract;

and

- (e) will have the right to require that a provision be included in bidding documents and in contracts, requiring Bidders, Contractors, Sub-contractors and Consultants to permit the Employer (KoPT) to inspect their accounts and records and other documents relating to the bid submission and contract performance.

4.2.2 Furthermore, bidders shall be aware of the provision stated in **GCC Clause No. 6.82.**

4.3.1 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-contractor(s) or Contractor(s) for any part of the contract, including related services.

4.3.2 A bidder shall not have a conflict of interest. Any bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest, for the purpose of this bidding process, if the bidder and one or more parties:

- (a) submit more than one bid in this bidding process.

or

- (b) are or have been associated, in the past, with a firm or any of its affiliates, which have been engaged by the Employer (KoPT) to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under the instant bidding documents.



Section-V : Instructions To Bidders

- 4.3.3 Participation by a bidder in more than one bid shall result in disqualification of all bids, in which such bidder is involved.
- 4.3.4 A bidder that is under a declaration of ineligibility by the Employer (KoPT), in accordance with **ITB Clause No. 4.2**, at the date of contract award, shall be disqualified.
- 4.3.5 The same firm may be allowed to bid in both capacities (individually and also as Joint Venture), provided that the proposed Joint Venture is a Registered Company under Company Law, having a separate Legal entity.
- 4.3.6 If any bidder has a **Licensing Agreement** or a **Technical Collaboration Agreement** or a **Joint Venture Agreement** or a **Consortium** with other manufacturer(s), then the bidder should comply with the following:
- 4.3.6.1 A copy of **Licensing Agreement/ Technical Collaboration Agreement/ Joint Venture Agreement** is to be submitted [uploaded] along with the “Pre-qualification & Techno-commercial Bid”, duly attested by the bidder. Such Agreements should be in the nature of legally acceptable Agreements.
- 4.3.6.2 The bidder should submit an additional **Supplementary Agreement**, duly signed by all the Partners of the **Licensing Agreement/Technical Collaboration Agreement/Joint Venture Agreement**, on a Non-judicial Stamp Paper of worth not less than Rs. 50.00, duly notarised, covering the following points:
- 4.3.6.2.1 The **Licensing Agreement/ Technical Collaboration Agreement/Joint Venture Agreement**, irrevocable in nature, is valid for at least a continuous period of **6 (six) years** from the date of commissioning of the RMQC.
- 4.3.6.2.2 One of the partners shall be nominated as the “**Lead Partner**”.



PART-2 :: BIDDING PROCEDURES
Section-V : Instructions To Bidders

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4.3.6.2.3 The **Lead Partner** shall be authorised to incur liabilities and receive instructions for & on behalf of any & all the partners. The entire execution of the contract, including payment, shall be carried out exclusively through the **Lead Partner**.

During the entire period of the contract, the **Lead Partner** cannot be changed.

In the event of the **Lead Partner** becoming **defunct**, selection of the new Lead Partner would be made, as may be mutually agreed between the remaining partner(s) and KoPT, without any additional financial involvement. As the approval towards such new Lead Partner is the sole discretion of KoPT, it must be approved by them, in writing.

The said new Lead Partner shall also be jointly, as well as severally, liable with the remaining partner(s) for the satisfactory performance of the contract as per the scope of these bidding documents.

4.3.6.2.4 The scope and responsibilities of all the Partners of **Licensing Agreement/Technical Collaboration Agreement /Joint Venture Agreement**, in terms of financial & technical commitment/contribution, should be **explicitly** mentioned and the Partners should be **severally & jointly responsible** for the satisfactory performance of the contract as per the scope of these bidding documents.



4.4. Authority in signing the bid/offer

- 4.3.6.2.5 In case of successful bidder, the **Contract Agreement** is to be signed by legally authorised signatories of all the Partners.
- 4.3.6.3 In the event of default of any Partner in the execution of his part of the contract, the **Lead Partner** shall have authority to assign the work to any other party acceptable to the Employer (KoPT), to ensure the execution of the part of the contract. The said party shall also be jointly [with the remaining Partner(s)] as well as severally liable so far as the unfinished part of the contract is concerned.
- 4.4.1 In case the bid is submitted by a **Proprietorship Firm**, the same should be signed either by the **Proprietor** or other person(s), holding a valid **Power of Attorney/authorisation** from the Proprietor, in connection with this bidding process. The signature of such Power of Attorney holder(s)/ authorised person(s) should be attested by the Proprietor. Such **Power of Attorney/authorisation** should be uploaded along with **Part-I [Pre-qualification & Techno-commercial Bid]**.
- 4.4.2 In case the bid is submitted by a **Partnership Firm**, the same should be signed either by the Partner(s), holding valid **Power of Attorney** from the Partners or other person(s), holding valid **authorisation** from such Power of Attorney holder(s), subject to approval of the Partner(s) in the matter of giving such authorization, in connection with this bid. The signature of such **Power of Attorney holder(s)/ authorised person(s)** should be attested by the **Partners** or **Power of Attorney holder(s)**, as the case may be. Such **Power of Attorney/authorisation** should be uploaded along with **Part-I [Pre-qualification & Techno-commercial Bid]**.
- 4.4.3 In case the bid is submitted by a **Limited Company**, the same should be signed by the person(s) holding valid **Power of Attorney/authorisation**, executed in his/their favour (in connection with this bid) and the signature of such **Power of Attorney holder(s)/ authorised person(s)** should also be attested, in accordance with the constitution of the Limited Company. Such **Power of Attorney/authorisation** should be uploaded along with **Part-I [Pre-qualification & Techno-commercial Bid]**.



B.

4.5. Sections of bidding documents

- 4.4.4 Such Power of Attorney holder(s)/authorised person(s) should put his/their signature, identical with the attested one, in the relevant documents submitted/uploaded, in connection with the instant bidding process [including “Pre-qualification & Techno-commercial Bid”]. In case of putting different signatures in different documents/offers, all such signatures should be attested by the same person, in line with the above.

CONTENTS OF BIDDING DOCUMENTS

- 4.5.1 The bidding documents consist of PART-1, PART-2, PART-3 and PART-4, which include all the sections indicated below, and should be read in conjunction with any Addendum/Corrigendum issued in accordance with ITB Clause No. 4.7.

PART-1 :: Bid inviting

- Section-I: Short e-Tender Notice
- Section-II: Tender Notice
- Section-III: Schedule of Tender (SoT)

PART-2 :: Bidding procedures

- Section-IV: Important instructions for online bid submission and e-Procurement
- Section-V: Instructions To Bidders (ITB)
- Section-VI: Price Schedule Form [Unpriced]
- Section-VI: Bidding Forms
- Section VIII: Checklist in connection with submission of bids

PART-3 :: Work requirements

- Section-IX: Schedule Of Requirements (SOR)

PART-4 :: Conditions of contract and Contract Forms

- Section-X: General Conditions of Contract (GCC)
- Section-XI: Particular Conditions of Contract (PCC)
- Section-XII: Contract Forms

- 4.5.2 The Tender Notice, issued on behalf of the Employer, forms part of the bidding documents.



- | | |
|--|--|
| 4.6. Clarification of bidding documents, site visit, Pre-bid Techno-commercial Conference (Pre-Bid Meeting) | <p>4.5.3 The Employer (KoPT) is not responsible for the completeness or correctness of the bidding documents and their Addenda, if they were not obtained directly from the source indicated in Tender Notice Clause No. 1.6.</p> <p>4.5.4 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information or documentation required by the bidding documents [considering all Addenda/Corrigenda issued] may result in rejection of bid.</p> <p>4.6.1 A prospective bidder, requiring any clarification of the instant bidding documents, shall contact Senior Deputy Manager (P&E), HDC, in writing, or raise their enquiries during the Pre-bid Techno-commercial Conference.
The prospective bidders are requested to submit their queries/observations/suggestions/requests for clarification, in connection with the instant bidding documents, in advance, to enable KoPT prepare response/clarifications and make the Pre-bid Techno-commercial Conference meaningful.</p> <p>4.6.2 As indicated in SoT Clause Nos. 2.7, 2.8 & 2.9, Pre-bid Techno-commercial Conference (Pre-bid Meeting) will be conducted offline on behalf of HDC, KoPT. The purpose of this Pre-bid Techno-commercial Conference will be to clarify issues and to answer questions on any matter (in connection with the instant bidding documents only) that may be raised at that stage.
Authorised representative(s) of the prospective bidders will be allowed to attend the Pre-bid Techno-commercial Conference, which will be held on the date, time & at the venue stipulated in the Schedule of Tender (SoT).
The designated representative(s), who will be deputed to attend the Pre-bid Techno-commercial Conference, should submit their authorization in this regard. The signature of such designated person(s) should be attested by the authorized signatory of the prospective bidders. Otherwise, the designated person should have to submit proof of his identity through other means.</p> <p>4.6.3 The prospective bidders are advised to attend the Pre-bid Techno-commercial Conference. However, non-attendance at the Pre-bid Techno-commercial Conference will not be a cause for disqualification of a bidder.</p> |
|--|--|



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4.6.4 Unless otherwise notified, all the queries/ observations/suggestions/requests for clarification (related to the instant bidding documents only) [including the queries/observations/suggestions/ requests for clarification raised during Pre-bid Techno-commercial Conference], received till the date of Pre-bid Techno-commercial Conference, will be considered. KoPT's response/clarifications (including description of queries/observations/ suggestions/requests for clarifications, but without identifying its source), in this regard, will be communicated to all the known prospective bidders (i.e., who would attend Pre-bid Techno-commercial Conference or submit queries/observations/ suggestions or request for clarification), in writing, well in advance to the last date of submission of bids. The aforesaid queries/observations/ suggestions/requests for clarification and KoPT's response/clarifications will also be hosted in the websites, as specified in the Tender Notice.

Any modification to the bidding documents, which may become necessary as a result of KoPT's response/clarifications, so issued, shall be made through the issue of **Addendum/Corrigendum**, pursuant to **ITB Clause No. 4.7**.

4.6.5 The bidder shall be deemed to have **examined** thoroughly the instant bidding documents, in full, [considering all Addenda/Corrigenda issued (if any)], **visited the site & surroundings** and to have **obtained all necessary information in all the matters** whatsoever that might influence while carrying out the job as per the conditions of the instant **bidding documents** [considering all Addenda/Corrigenda issued (if any)] and to satisfy themselves to sufficiency of their bid, etc. If they shall have any issue to be clarified, the same should be brought to the notice of KoPT, in writing, as set out in **ITB Clause Nos. 4.6.1 & 4.6.4**.

The bidders are advised to acquaint themselves with the job involved at the site, like availability of labour, means of transport, communication facilities, laws and bye laws in force - from Government of West Bengal, Government of India and other statutory bodies - from time to time. The bidder shall be deemed to have examined and collected all necessary information as to risk, contingencies and other circumstances, which may be necessary for preparing the bid.



Visiting the site shall be at the bidder's own expense. Failure to visit the site will in no way relieve the Contractor (successful bidder) of any of their obligation in performing the work and liabilities & responsibilities thereof, in accordance with the contract.

- 4.6.6 Necessary **Gate Pass/Dock Entry Permit**, for entering into the Dock area, will be issued to the designated representative(s) of the prospective bidders, **on chargeable basis** [as per the extant "**Scale of Rates**" of KoPT, available at <http://www.kolkataporttrust.gov.in/> of Kolkata Port Trust], to visit the site, for the purpose of inspection only, on receipt of a formal written request. The signature of such designated person(s) should be attested by the authorized signatory of the prospective bidders. Otherwise, the designated person(s) should have to submit proof of his/their identity through other means.

However, for issuing such Gate Pass, the following would be required:

- i) **For Indian nationals:** A photocopy of the Voter's Identity Card/any other Photo Identity Card.
- ii) **For foreign nationals (excluding from Nepal and Bhutan):** Permission in the form of "No objection" for entering Haldia Dock, from the office of the Superintendent of Police, Purba Medinipur, West Bengal, India, which acts as the District Registration Office for foreigners. Dock Entry Permits shall not be issued to the mentioned foreign nationals without the aforesaid permission.

The aforesaid "No objection", along with photocopies of Passport and Visa of the foreign national, has to be submitted to the Administration Division of HDC, KoPT, with an application for obtaining Dock Entry Permit(s).

Such prospective bidder will be fully responsible for any injury (whether fatal or otherwise) to its designated representative(s), for any loss or damage to property, or for any other loss, damage, costs and expenses whatsoever caused, which, but for the granting of such permission, would not have arisen.

**4.7. Amendment of bidding documents**

The prospective bidder will be liable to indemnify KoPT against any loss or damage to the property of KoPT or neighbouring property which may be caused due to any act of prospective bidder or their designated representative(s).

- 4.7.1 At any time, prior to the last date for submission of bids, KoPT may, for any reason [whether at its own initiative or in response to the **queries/ observations/suggestions/requests** for clarification, as per ITB Clause No. 4.6.4], amend and modify the bidding documents by issuing Addenda/Corrigenda. Such Addenda/Corrigenda will be hosted in the websites, as specified in the **Tender Notice**.
- 4.7.2 Any Addendum/Corrigendum, thus issued, shall be part of the bidding documents and shall be communicated, in writing, to all the known prospective bidders (i.e., who would **attend Pre-bid Techno-commercial Conference** or **submit queries/observations/suggestions** or **request for clarification**), in writing, well in advance to the last date of submission of bids.
- 4.7.3 To give prospective bidders reasonable time to take the Addendum/Corrigendum into account in preparing their bids, KoPT may, at their discretion, extend the last date for submission of the bids, prior to the closing date & time of e-Tendering, pursuant to ITB Clause No. 4.20.2.

C.**PREPARATION OF BIDS****4.8. Cost of bidding**

- 4.8.1 The bidder shall bear all costs associated with the preparation and submission of their bid, and the Employer (KoPT) shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.9. Language of bid

- 4.9.1 The bid, as well as all correspondence and documents relating to the bid, exchanged by the bidder and KoPT, shall be written in the **English language only**. If the supporting documents and printed literature, that are part of the bid, are in another language, they must be accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the bid, such translation shall govern.



4.10. Documents comprising the bid

4.10.1 The bid shall comprise the following:

a) **Pre-qualification & Techno-commercial Bid:**

The **Pre-qualification & Techno-commercial Bid** comprises all documents [including the Bidding Forms (provided in these bidding documents), duly filled in, signed and stamped] required to be submitted as per the Tender Notice, Schedule of Tender (SoT), Instructions To Bidders (ITB) and any other relevant clause(s) of these bidding documents.

b) **Price Bid:**

The **Price Bid** comprises the prices only and the same are to be submitted electronically, through the website of **MSTC Limited** only.

4.11. Form of Tender [for Techno-commercial (unpriced) Bid] and Integrity Pact

4.11.1 The bidder shall have to submit (upload) the “**FORM OF TENDER [for Techno-commercial (unpriced) Bid]**” using the form furnished in **Section-VII (Bidding Form - “I”)**. This form **must be completed, without any alterations** to its format, and no **substitutes shall be accepted**. All blank spaces shall be filled in with the information requested. Such **duly filled in “FORM OF TENDER”** should be submitted (uploaded) in accordance with **ITB Clause No. 4.17**.

4.11.2 **Integrity Pact:**

The bidder shall have to submit (upload) the “**Integrity Pact**” [using the form furnished in **Section-VII (Bidding Form - “XII”)**] duly filled in, signed and stamped (on each page), in plain paper, along with the Techno-commercial bid of their offer, failing which their offer will not be considered any further.

4.12. Price Schedule

4.12.1 The bidder shall quote their price **online (through MSTC portal only)** as per the **Price Schedule (Bill of Quantities)** in the **Price Bid**, without any condition or deviation. Price indicated anywhere else, in any other form or manner, will not be considered for evaluation of Price Bid, but will make the corresponding bid liable for outright rejection.

**4.13. Bid prices**

4.12.2 The bidder should submit (upload) the **unpriced** format furnished in **Section-VI - "PRICE SCHEDULE FORM [UNPRICED]"** of the instant bidding documents, duly signed and stamped, as token of acceptance, in the **Pre-qualification & Techno-commercial Bid**.

4.13.1 The prices are to be quoted by the bidder, **through MSTC portal**, considering the work requirements, as detailed in **Section-IX [Schedule Of Requirements (SOR)]** and other terms & conditions of these bidding documents (considering all Addenda/ Corrigenda issued).

4.13.2 Bid price shall be inclusive of all charges for design, manufacture, transportation (including Transit/ Marine Insurance), handling, supply and delivery of the RMQC [including spare Spreader as per the Price Schedule] at site, receipt and storage of all materials and equipments at site, installation, trials, testing and commissioning on completion, Insurance at site, Training of HDC personnel, supply of O&M Manuals and Training Manuals as per contract conditions, warranty/guarantee support as per contractual conditions and all other incidental charges for the execution of the contract. **Insurance cover for the RMQC and the spare Spreader should be of value not less than 110% of the total contract value and such Insurance Policy shall be valid up to taking over of the RMQC by KoPT (as per GCC Clause No. 6.68).**

4.13.3 The bidder shall fill in Unit Rates for all items, as described in the Price Schedule. Item(s) against which no rate [i.e., zero (0)] is entered by the bidder, will not be paid for, when executed and shall be deemed as covered by other rates in the priced Price Schedule.

4.13.4 (i) The rates submitted by the Indian bidders shall be unit rate and must include all payments on account of taxes, levies and duties payable to the Government of India or any other Authority or any Corporate Body and all other incidental charges that the bidder may have to bear for the execution of works.

Regarding **Goods & Services Tax (GST)**, prices quoted should be exclusive of GST.

Regarding consideration of **Customs Duty**, etc., with respect to prices to be quoted, **GCC Clause No. 6.73.4** should be referred to.



- (ii) The rates submitted by the foreign bidders shall be exclusive of Customs duty. However, for further details in this regard, **GCC Clause No. 6.73.4** should be referred to.
- 4.13.5 Except where otherwise expressly provided, the Contractor shall provide all materials, labour and plant and things necessary in connection with the contract work although everything may not be fully specified and although there may be errors and omissions in the specifications.
- 4.13.6 No assistance regarding Cranes, Tractor Trailers, Fork Lifts & other equipment and tools & tackles would be provided by KoPT.
- 4.13.7 All quoted rates will remain firm during the validity period of the bid/offer, including any/all extension(s) thereof, agreed by the bidder.
- 4.13.8 The bidders should clearly understand that they shall be strictly required to conform to all terms & conditions of the instant bidding documents [considering all Addenda/Corrigenda (if any) issued], as contained in each of its clauses and **plea of "Customs prevailing"** will not be, in any case, admitted as excuse on their part, for infringing any of the terms & conditions.
- No request for change or variation in rates or terms & conditions of the contract shall be entertained on the ground that the successful bidder has not understood the work envisaged in the instant contract.
- 4.14. Currencies of bid and currency for making payment to the Contractor
- 4.14.1 The bidders are required to quote their offer as per the Price Schedule of the instant bidding documents, in **US Dollars or in Euro or in Indian Rupees**. KoPT shall convert all bid price, expressed in US Dollar or Euro into Indian Rupees, at the respective bill selling rates quoted by State Bank of India, prevailing on **1 (one) day prior to the last date of submission of bid**. If on this date, due to any reason, such exchange rates are not available (Forex Market may be closed), the latest available rates immediate prior to that date shall be considered.
- 4.14.2 All payments to the Contractor will be made in **US Dollars or Euro or Indian Rupees**, as per break-up shown in the **Price Schedule**, as quoted by the successful bidder (Contractor) [irrespective of Foreign Exchange Rate variation]. Details, in this regard, are furnished in **GCC Clause No. 6.73**.



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| 4.15. Period of validity of bids | <p>4.15.1 Bids shall remain valid for a period of 180 days from the bid submission deadline date (considering extension thereof, if any), as prescribed in ITB Clause Nos. 4.20.1 & 4.20.2. A bid, valid for a shorter period, shall be rejected by KoPT, treating the same as non-responsive.</p> <p>4.15.2 In exceptional circumstances, prior to the expiration of the bid validity period, KoPT may request the bidders to extend the period of validity of their bids. The request and the responses shall be made in writing.</p> <p>A bidder may refuse the request, without forfeiting their Earnest Money Deposit (EMD). A bidder granting the request shall not be required or permitted to modify its bid, except when option to do the same has been specifically granted by KoPT, in writing.</p> |
| 4.16. Earnest Money Deposit (EMD) | <p>4.16.1 The intending bidders should deposit an amount specified in the Schedule of Tender (SoT) [Clause No. 2.10 iii)], as Earnest Money Deposit (EMD), in accordance with the procedure mentioned therein.</p> <p>4.16.2 Failing to deposit the Earnest Money, in accordance with ITB Clause No. 4.16.1, shall make the bid liable for rejection by the Employer (KoPT), treating the same as non-responsive.</p> <p>4.16.3 <u>Refund of Earnest Money Deposit:</u></p> <p>Earnest Money Deposit of the successful bidder shall be retained by KoPT and Earnest Money Deposit of the unsuccessful bidders [including the bidder(s) whose Price Bid would not be opened in line with ITB Clause Nos. 4.29.3 & 4.30.3] shall be refunded, without interest, within 2 (two) months from the date of opening of Price Bids or on finalization/acceptance of tender, whichever is earlier.</p> <p>In case the bid of the successful bidder is found acceptable to KoPT and contract is awarded with them, the Earnest Money Deposit of the successful bidder (Contractor) shall be retained by KoPT till submission of Performance Guarantee/Security Deposit (in accordance with ITB Clause No. 4.37.1) and signing of the Contract Agreement by KoPT and the Contractor (in accordance with ITB Clause No. 4.36), and shall be refunded thereafter.</p> |



In case, the successful bid is not found acceptable to KoPT, Earnest Money Deposit of the successful bidder shall be refunded after the decision, in this regard, is finalized by KoPT.

No interest shall be payable on the account of Earnest Money Deposit in any case.

4.16.4 **Forfeiture of Earnest Money Deposit:**

The EMD may be forfeited

- a) if a bidder withdraws their offer within the validity period of the bid/offer; and/or alters/amends any terms and/or condition and/or quoted rate(s), within the validity period of the offer (excepting when option to do the same has been specifically granted by the Employer in writing) making it unacceptable to the Employer;

or,

- b) if the successful bidder,
 - i) fails to submit the **Performance Guarantee/Security Deposit** (as per GCC Clause No. 6.21) for the specified sum and in the specified form, within the stipulated time;
and/or
 - ii) fails to carry out the work or to perform/observe any of the conditions of the contract.

For the purpose of this provision, the validity period shall include any/all extension thereof, agreed by the bidder in writing. KoPT shall also be at liberty to deduct any of their dues from Earnest Money. It should, however, be clearly understood that in case of any default in any terms and or condition of the contract, after placement of order but before submission of **Performance Guarantee/Security Deposit** (as per GCC Clause No. 6.21), the same shall be dealt with in accordance with the relevant provisions of contract, including forfeiture of Earnest Money.



D.

4.17. Submission of bids

SUBMISSION OF BIDS AND OPENING OF BIDS (EXCEPT PRICE BID)

- 4.17.1 The bidders shall have to submit their bids [both **Pre-qualification & Techno-commercial Bid** and **Price Bid**], online, through **MSTC portal** only.
- 4.17.2 The bidder shall submit (upload) scanned copies of all the relevant and required documents, statements, filled up formats, certificates, etc. [in accordance with **ITB Clause No. 4.10.1.a)**], in the aforesaid portal, in support of their **Pre-qualification Criteria and Techno-commercial Bid**.
- 4.17.3 Before scanning the aforesaid documents, all pages are to be signed by a person, duly authorised to sign on behalf of the bidder (pursuant to **ITB Clause No. 4.4)**, and are to be embossed with their official seal, owning responsibility for their correctness/ authenticity. All pages of the aforesaid documents should be serially marked.
- 4.17.4 Any inter-lineation, erasures or overwriting, in the aforesaid scanned and uploaded documents, shall be valid, only if they are signed by the aforesaid authorised person.
- 4.17.5 The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy **Haldia Dock Complex, Kolkata Port Trust**.
- 4.17.6 The **Price Bid** comprises the prices only and the same are to be submitted electronically, through the website of **MSTC Limited** only. ***No scanned hardcopy of priced "Price Schedule" shall be uploaded by the bidder.***

4.18. Techno-commercial offer

- 4.18.1 No techno-commercial deviation and variation will be considered by KoPT, except where the techno-commercial terms & conditions will be found as impossible and irrelevant to the bidder.
- 4.18.2 If the bidder deliberately gives wrong information or conceals any information/fact in their bid, which shall be favourable for acceptance of their bid, fraudulently, then the right to reject such bid, at any stage of execution, without any financial liability, is reserved by **KoPT**.



Section-V : Instructions To Bidders

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| 4.19. Priced offer | 4.19.1 The bidder shall quote the offered rate appropriately in the PRICE BID, electronically , through the website of MSTC Limited only . Price indicated anywhere else, in any other form or manner, would not be considered for evaluation of Price Bid, but will make the corresponding bid liable for outright rejection. |
| 4.20. Deadline for submission of bids | 4.20.1 Bids must be submitted within the closing date & time indicated in the Schedule of Tender (SoT) .
4.20.2 The Employer (KoPT) may, at its discretion, extend the deadline for the submission of bids, prior to the closing date & time of e-Tendering, by amending the bidding documents, in accordance with ITB Clause No. 4.7 , in which case all rights and obligations of the Employer (KoPT) and bidders previously subject to the earlier deadline shall thereafter be subject to the deadline as extended. |
| 4.21. Late bids | 4.21.1 This e-Procurement system will not allow any late submission of bid, after the closing date & time, as per the Schedule of Tender (SoT) or extension, if any. |
| 4.22. Withdrawal of bids | 4.22.1 A bidder may withdraw, substitute or modify their bid on the e-Procurement system, before the closing date & time specified, but not beyond.
4.22.2 No bid may be withdrawn, substituted or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the " FORM OF TENDER [for Techno-commercial (un-priced) Bid] " or any extension thereof. Modification/withdrawal of the bid sent through any other means shall not be considered by the Employer (KoPT).
4.22.3 Withdrawal of bid, during the interval between such closing time on due date and expiring of the bid validity period, may result in forfeiture of EMD, in accordance with ITB Clause No. 4.16.4 . |
| 4.23. Bid opening [except Price Bid] | 4.23.1 The bids [except Price Bids], will be opened at the date & time, indicated in the Schedule of Tender (SoT) .
4.23.2 The online bid opening event may be viewed by the bidders at their remote end, by logging on to the e-Procurement system. A copy of the bid opening record shall be made available on the e-Procurement system. |



E.

4.24. Confidentiality

EVALUATION OF BIDS, OPENING OF PRICE BIDS AND COMPARISON OF PRICE BIDS

4.24.1 Information relating to evaluation of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process, until publication of the contract award.

4.24.2 Any attempt by a bidder to influence the Employer (KoPT) in the examination, evaluation and comparison of the bids or contract award decisions may result in the rejection of their bid and forfeiture of **EMD**.

4.24.3 Notwithstanding **ITB Clause No. 4.24.2**, from the time of bid opening to the time of contract award, if any bidder wishes to contact the Employer (KoPT), on any matter related to the bidding process, they should do so in writing.

4.25. Clarification of bids

4.25.1 To assist in examination, evaluation & comparison of the bids and qualification of the bidders, the Employer (KoPT) may, at their discretion, ask any bidder for a clarification of their bid. The Employer (KoPT) may also ask any bidder to withdraw any terms/conditions mentioned by them in their offer, which are not in conformity with the terms & conditions specified in the bidding documents. In case any bidder fails to submit required clarification within the time stipulated by the Employer (KoPT), in this regard, the tender would be processed in absence of the clarifications, which may result in disqualification of the corresponding bidder for the instant tender. Any clarification submitted by a bidder, which is not in response to a request by the Employer (KoPT), shall not be considered. The Employer's (KoPT's) request for clarification and the response shall be in writing.

No change in the prices or substance of the bid shall be sought, offered or permitted, nor will the bidder be permitted to withdraw their bid before expiry of the validity period of the bid.



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Section-V : Instructions To Bidders

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| 4.26. Deviations, reservations and omissions | 4.26.1 During the evaluation of bids, the following definitions apply: <ul style="list-style-type: none">(a) “Deviation” is a departure from the requirements specified in the bidding documents;(b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding documents; and(c) “Omission” is the failure to submit part or all of the information or documentation required in the bidding documents. |
| 4.27. Responsiveness of bids | 4.27.1 Responsiveness of a bid would be determined on the basis of the contents of the bid itself, and clarification(s) in accordance with ITB Clause No. 4.25.

4.27.2 A substantially responsive bid is one that meets the requirements of the bidding documents, without material deviation, reservation or omission. A material deviation, reservation or omission is one that, <ul style="list-style-type: none">(a) if accepted, would<ul style="list-style-type: none">(i) affect, in any substantial way, the scope, quality or performance of the work specified in the contract; or(ii) limit, in any substantial way and inconsistent with the bidding documents, the Employer’s (KoPT’s) rights or the bidder’s obligations under the proposed contract; or(b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
4.27.3 Bids shall not contain the following information/ conditions to consider them responsive: <ul style="list-style-type: none">a) Either direct or indirect reference leading to reveal the prices of the bids in the Techno-commercial offers;b) Adjustable prices.
4.27.4 If a bid is not substantially responsive to the requirements of the bidding documents, it shall be rejected by the Employer (KoPT) and may not subsequently be made responsive by the bidder, by correction of the material deviation, reservation, or omission. |



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| 4.28. Non-conformities, errors and omissions | <p>4.28.1 During examination, evaluation & comparison of the bids and qualification of the bidders, the Employer (KoPT) may, at their discretion, ask any bidder for submitting any document(s) [in case of shortfall in required documents (relating to capacity or otherwise)]. In case any bidder fails to submit required documents within the time stipulated by the Employer (KoPT), in this regard, the tender would be processed in absence of the documents, which may result in disqualification of the corresponding bidder for the instant tender.</p> <p>Any document submitted by a bidder, which is not in response to a request by the Employer (KoPT), shall not be considered. The Employer's (KoPT's) request for submission of further document(s) shall be in writing.</p> <p>4.28.2 The Employer (KoPT) shall examine the bids [including the further documents/clarifications received in accordance with ITB Clause Nos. 4.25.1 & 4.28.1] to confirm that all documents requested in ITB Clause Nos. 4.17 & 4.18 have been provided and to determine the completeness of each document submitted.</p> <p>4.28.3 Provided that a bid is substantially responsive, the Employer (KoPT) may waive any non-conformities or omissions in the bid that do not constitute a material deviation.</p> |
| 4.29. Examination of Pre-qualification Criteria | <p>4.29.1 At first, the contents of the documents, submitted in support of the Pre-qualification Criteria [including the documents/clarifications received in accordance with ITB Clause Nos. 4.25.1 & 4.28.1] will be scrutinized and evaluated.</p> <p>4.29.2 KoPT may, at their discretion, seek any other detail(s)/document(s), in subsequent course, to ascertain and get confirmed about the competence of the bidder. In case any bidder fails to submit required detail(s)/document(s) within the time stipulated by the Employer (KoPT), in this regard, the tender would be processed in absence of the documents, which may result in disqualification of the corresponding bidder for the instant tender. While evaluating Pre-qualification Criteria, regard would be paid to National Defence and Security considerations of the Indian Government.</p> |



	4.29.3	In case it is found that the Pre-qualification Criteria has not been fulfilled by a bidder or otherwise their participation has not been found acceptable to KoPT, the respective bid will be treated as non-responsive and “Techno-commercial Bid” and “Price Bid” of the respective bidder will not be considered further.
4.30. Examination of Techno-commercial offer	4.30.1	After scrutiny of the Pre-qualification Criteria, Techno-commercial Bids of the Pre-qualified bidders (as indicated above) will be scrutinized and evaluated.
	4.30.2	The Employer (KoPT) shall examine the bid to confirm that all terms and conditions specified in the Schedule Of Requirements (SOR) [Section-IX], GCC [Section-X] and PCC [Section-XI] have been accepted by the bidder, without any material deviation or reservation or omission.
	4.30.3	If on examination of the “ Techno-commercial Bid ” of pre-qualified bidders, it is found that they have not accepted all techno-commercial terms & conditions of the bidding documents [considering all Addenda/Corrigenda, issued], “ Price Bid ” part of such bidder(s) will not be opened. “ Price Bid ” part of other bidder(s) will be opened subsequently, as per procedure. Decision of KoPT on this matter shall be final.
4.31. Opening of Price Bid	4.31.1	PRICE BID of the bidders, who qualifies in the “Pre-qualification & Techno-commercial Bid”, will be opened on a later date, upon due intimation to the concerned bidders, at their address furnished by them in their bid. The online Price Bid opening event may be viewed by the bidders at their remote end, by logging on to the e-Procurement system. A copy of the Price Bid opening record shall be made available on the e-Procurement system.
	4.32.1	<u>Evaluation with respect to priced Price Schedule:</u> <u>For Indian bidders:</u> The total price quoted against Sl. Nos. 1, 2 & 3 of the Price Schedule , in Indian Rupees, including all taxes, duties and other levies, etc. [except Goods & Services Tax (GST)], shall be considered for evaluation. No Customs Duty and GST will be added with the quoted price at the time of evaluation.
4.32. Comparison & evaluation of Price Bid and selection of successful bidder		



For further details regarding Customs Duty, **GCC Clause No. 6.73.4** should be referred to.

For foreign bidders:

The total price quoted in US Dollar or Euro, against all items (as applicable) of the Price Schedule, will be converted into Indian Rupees (as per procedure detailed in **ITB Clause No. 4.14**). This **converted price, in Indian Rupees**, will be added to the price quoted in Indian Rupees, if any, against Sl. No. 2 of the Price Schedule and the **Total Price (in Indian Rupees)** thus arrived [i.e., against **Sl. Nos. 1, 2 & 3** of the Price Schedule], shall be considered for evaluation. No Customs Duty and GST will be added with the quoted price at the time of evaluation.

For further details regarding Customs Duty, **GCC Clause No. 6.73.4** should be referred to.

4.32.2

Purchase Preference:

In compliance of “Public Procurement (Preference to Make in India), Order 2017” [No. P-45021/2/2017-B.E.-II dated 15th June, 2017 (the full details of the order can be seen at <http://dipp.nic.in/whats-new/public-procurement-preference-make-india-order-2017>)], issued by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India, purchase preference shall be given to “Local suppliers”, in the instant procurement process, in the manner specified hereunder:

4.32.2.1 Among all qualified bids, the **lowest bid** [with the **lowest “TOTAL PRICE”** (in Indian Rupees), arrived in accordance with **ITB Clause No. 4.32.1**] will be termed as L-1. If L-1 is from a “Local supplier”, the contract will be awarded to L-1.

4.32.2.2 If L-1 is not from a “Local supplier”, the lowest bidder among the “Local suppliers”, will be invited to match the L-1 price, subject to Local supplier’s quoted price falling within the **margin of purchase preference of 20%**, and the contract shall be awarded to such “Local supplier”, subject to matching the L-1 price.



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In case it is found that the quoted “TOTAL PRICE” [(in Indian Rupees), arrived in accordance with ITB Clause No. 4.32.1] is same for two or more “Local suppliers” falling within the **margin of purchase preference of 20%**, the respective bidders will be given chance to submit their fresh Price Bid, subject to the condition that the fresh rate so quoted must be less than the rate quoted by the respective bidders earlier. Invitation of the “Local supplier” to match the L-1 price will be made on the basis of the lowest “TOTAL PRICE” (in Indian Rupees) thus arrived.

4.32.2.3 In case such lowest eligible “Local supplier” fails to match the L-1 price, the “Local supplier” with the next higher bid within the **margin of purchase preference of 20%** shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the “Local suppliers” within the **margin of purchase preference of 20%** matches the L-1 price, then the contract may be awarded to the L-1 bidder.

• **NOTE:**

- i) The definition of ‘Local content’ will be as mentioned in the “Public Procurement (Preference to Make in India), Order 2017” referred to in ITB Clause No. 4.32.2.
- ii) The definition of ‘Local supplier’ will be as mentioned in the “Public Procurement (Preference to Make in India), Order 2017” referred to in ITB Clause No. 4.32.2. The ‘**Minimum local content**’, for the purpose of definition of ‘Local supplier’, will be **50%**.
- iii) ‘Local supplier’, at the time of bidding, shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.



Section-V : Instructions To Bidders

- iv) 'Local supplier', at the time of bidding, shall be required to provide a certificate from the statutory auditor or cost auditor of the Company (in the case of companies) or from a practicing cost accountant or a practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- v) The Employer (KoPT) may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- vi) For false declarations, a bidder or its successors can be debarred for up to 2 (two) years, along with such other actions as may be permissible under law.
- vii) A supplier who has been debarred by any procuring entity for violation of the "Public Procurement (Preference to Make in India), Order 2017", referred to in ITB Clause No. 4.32.2, shall not be eligible for preference under the referred order for procurement by the Employer (KoPT) for the duration of the debarment.

4.32.3 In case it is found that the scenario mentioned in ITB Clause No. 4.32.2 does not arise, selection of the successful bidder will be made on the basis of the lowest "TOTAL PRICE"[in Indian Rupees], arrived in accordance with ITB Clause No. 4.32.1.

4.32.4 In case it is found that the scenario mentioned in ITB Clause No. 4.32.2 does not arise, but the quoted "TOTAL PRICE" is same for two or more bidders and their bids become the lowest, the respective bidders will be given chance to submit their fresh Price Bid, subject to the condition that the fresh rate so quoted must be less than the rate quoted by the respective bidders earlier. Selection of the successful bidder will be made on the basis of the lowest "TOTAL PRICE" [in Indian Rupees], arrived in accordance with ITB Clause No. 4.32.1.

4.32.5 While evaluating bids, regard would be paid to National Defence and Security considerations of the Indian Government.



4.33. Employer's right to accept any bid and to reject any or all bids

4.33.1 The Employer (KoPT) reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to contract award, without thereby incurring any liability to the bidders.

F.

AWARD OF CONTRACT

4.34. Award criteria

4.34.1 Subject to ITB Clause No. 4.33.1, the Employer (KoPT) shall award the contract to the successful bidder (determined as per ITB Clause No. 4.32), if the bid of the successful bidder is substantially responsive to the bidding documents.

4.35. Notification of award

4.35.1 Prior to the expiration of the period of bid validity or extended validity (in accordance with ITB Clause No. 4.15.2), the Employer (KoPT) shall notify the **successful bidder**, in writing, that their bid has been accepted. The notification letter (hereinafter called the "**Letter of Acceptance**") will be treated as "**Order Letter**" and will constitute the formation of the contract. Such order letter shall specify the "**Contract Price**", in line with GCC Clause No. 6.1.4 a).

4.36. Signing of Contract Agreement

4.36.1 After placement of order, **Contract Agreement** [as per the form furnished in **Section-XII (Contract Form - I)**] should be executed between the Employer (Kolkata Port Trust) and the **Contractor (successful bidder)**. In this respect, within a week of receipt of intimation regarding acceptance of their bid, the successful bidder shall have to submit, at their cost, required **Stamp Paper** [Non-judicial Stamp Paper of worth not less than **Rs. 50.00**] & **dummy papers** (for three sets).

Immediately after receipt of the above papers and documents, the Employer (KoPT) will send three sets of **Contract Agreement** form [one set printed on Stamp Paper & dummy papers and two sets printed on dummy papers], photocopy of **one set of documentary transactions between the successful bidder and KoPT** (till finalisation and award of the contract) and **contract documents** [incorporating all accepted changes and Addenda/Corrigenda issued, if any], duly signed by the representative of **KoPT** at appropriate places on each page.

Within a week, thereafter, the Contractor (successful bidder) shall have to return **Contract Agreement** forms (three sets) [after affixing their common seal], the set of **documentary transactions and contract documents**, duly signed by them at appropriate places on each page.

**4.37. Performance
Guarantee/Security
Deposit**

- The **Contract Agreement** form and **contract documents** should be signed by the authorized person(s) of the Contractor, authorized (in line with **ITB Clause No. 4.4**) in this respect.
- 4.36.2 After receipt of the **Contract Agreement** forms (three sets), duly signed by authorised person of **KoPT** and authorized person of the Contractor (successful bidder), the same shall be kept under **KoPT's** custody, after affixing the common seal of **KoPT**.
- One copy of such **executed Contract Agreement** (on dummy paper), along with one photocopy of signed **documentary transactions** and **contract documents** will be handed over to the Contractor for their record and future reference.
- 4.36.3 Until such **Contract Agreement** is executed, the other documents referred to the definition of the term "**Contract**" [**GCC Clause No. 6.1.1 a**)], shall collectively be the contract.
- 4.37.1 Within **twenty-eight (28) days** of issuance of "**Letter of Acceptance**" by the Employer (**KoPT**), the successful bidder shall provide the **Performance Bank Guarantee**, in accordance with the **General Conditions of Contract & Particular Conditions** (**Clause No. 6.21**), using the form furnished in **Section-XII, Contract Form - IV**.
- 4.37.2 Failure of the successful bidder to submit the above-mentioned **Bank Guarantee for Performance Guarantee/Security Deposit** or to sign the **Contract Agreement** shall constitute sufficient grounds for the annulment of the award and forfeiture of the **EMD** in accordance with **ITB Clause No. 4.16**.
- 4.37.3 All costs, charges & expenses, including Stamp Duty, shall be borne by the successful bidder.
- 4.37.4 No interest/charge, of whatsoever nature, shall be paid by the Employer (**KoPT**) on the amount of **Performance Guarantee/Security Deposit**, held by the Employer (**KoPT**) (as per **GCC Clause No. 6.21**) at any stage.



PART-2 :: BIDDING PROCEDURES

Section-VI

PRICE SCHEDULE FORM (UNPRICED)

Tender No.: SDM(P&E) T/14/2018-2019

for

Design, manufacture, supply, installation, testing, commissioning & guaranteeing the performance of 1 (one) no. Rail Mounted Quay Crane (RMQC), 40 T lifting capacity under Spreader at 40 m outreach, at General Cargo Berth, Haldia Dock Complex, Kolkata Port Trust, Dist.: Purba Medinipur, West Bengal, India.

Preamble:

- A) The bidder shall have to submit (upload) this “**Price Schedule Form (Unpriced)**”, duly signed and stamped on each page, in the “**Pre-qualification & Techno-commercial Bid**”, **without quoting any price in this form.**
- B) The “**Price Schedule Form (Unpriced)**” is to be read in conjunction with the “**Instructions To Bidders (ITB)**” and other terms & conditions [including “**Schedule Of Requirements (SOR)**”] of the bidding documents, considering all Addenda/Corrigenda issued.
- C) The bidder shall quote their price **online (through MSTC portal only)**, against all items, as per the **Price Schedule** (Bill of Quantities) in the Price Bid (Part-II), without any condition or deviation. Price indicated anywhere else, in any other form or manner, will not be considered for evaluation of Price Bid, but will make the corresponding bid liable for outright rejection.
- D) The **Indian bidder** should quote in **Indian Rupees** only, for all items.
- E) The **foreign bidder** may quote in **US Dollars** or in **Euro** or in **Indian Rupees**, against Item Sl. Nos. 1, 2 & 3 of the Price Schedule.
- F) To facilitate evaluation and comparison, **KoPT** shall convert **all bid price**, expressed in US Dollar or Euro into Indian Rupees, at the respective **bill selling rates quoted by State Bank of India, prevailing on 1 (one) day prior to the last date of submission of bid** [For example, if the last date of submission of bid is 21.03.2018, then the Bill Selling Rate prevailing on 20.03.2018 will be considered]. If on this date, due to any reason, such exchange rates are not available (Forex Market may be closed), the latest available rates immediate prior to that date shall be considered.
- G) Prices quoted against **Sl. Nos. 1 & 3** should be in accordance with **ITB Clause No. 4.13**, read in conjunction with **GCC Clause No. 6.73.4**.

Price quoted against **Sl. No. 2** should be exclusive of Goods & Services Tax (GST). For foreign bidder, IGST, if applicable, will be paid by HDC, KoPT directly to the concerned authority. For Indian bidder, the amount of GST will be borne by HDC, KoPT on production of suitable document(s) by the Contractor.



- H) All rates quoted will remain firm during the validity period of the offer, including any/all extension thereof, agreed by the bidder. No price escalation on the total price indicated by the bidder, will be allowed, as per **ITB Clause No. 4.13.7.**
- I) Rate must be quoted against each item, i.e., no item rate should be clubbed with the rate of other item(s).

**PRICE SCHEDULE****Tender No.: SDM(P&E) T/14/2018-2019***for*

Design, manufacture, supply, installation, testing, commissioning & guaranteeing the performance of 1 (one) no. Rail Mounted Quay Crane (RMQC), 40 T lifting capacity under Spreader at 40 m outreach, at General Cargo Berth, Haldia Dock Complex, Kolkata Port Trust, Dist.: Purba Medinipur, West Bengal, India.

Sl. No.	Item Particulars	Quantity	Unit Rate			Amount for full quantity		
			Rupees	US Dollars	Euro	Rupees	US Dollars	Euro
1.	Design, Manufacture, Supply & Transportation of RMQC [as per Schedule Of Requirements (SOR)] on CIF basis including unloading to HDC's site.	1 (one) no.	Rs. [in figures]:	\$ [in figures]: (CIF)	€ [in figures]: (CIF)	Rs. [in figures]:	\$ [in figures]: (CIF)	€ [in figures]: (CIF)
2.	Installation, Testing and Commissioning of RMQC [as per Schedule Of Requirements (SOR)].	1 (one) no.	Rs. [in figures]:	\$ [in figures]:	€ [in figures]:	Rs. [in figures]:	\$ [in figures]:	€ [in figures]:



PART-2 :: BIDDING PROCEDURES

Tender No. SDM(P&E) T/14/2018-2019

Section-VI : Price Schedule Form [Unpriced]

Sl. No.	Item Particulars	Quantity	Unit Rate			Amount for full quantity		
			Rupees	US Dollars	Euro	Rupees	US Dollars	Euro
3.	Supply and Transportation of 1 (one) no. Spare Spreader Unit (complete with all components) of RMQC [as per Schedule Of Requirements (SOR)] on CIF basis including unloading to HDC's site.	1 (one) no.	Rs. [in figures]:	\$ [in figures]: (CIF)	€ [in figures]: (CIF)	Rs. [in figures]:	\$ [in figures]: (CIF)	€ [in figures]: (CIF)
Total [1 + 2 + 3]						Rs. [in figures]:	\$ [in figures]:	€ [in figures]:

Name & signature of the witness:

Signature of the bidder
(with name, designation, date and office seal)



PART-2 :: BIDDING PROCEDURES

Section - VII

BIDDING FORMS

Table of Bidding Forms

BIDDING FORM - I	FORM OF TENDER.
BIDDING FORM - II	FORMAT FOR SUBMITTING ELIGIBILITY INFORMATION WITH RESPECT TO MINIMUM ELIGIBILITY CRITERIA.
BIDDING FORM - III	FORMAT FOR SUBMITTING ELIGIBILITY INFORMATION WITH RESPECT TO OTHER PRE-QUALIFICATION CRITERIA.
BIDDING FORM - IV	FORMAT FOR SUBMITTING ELIGIBILITY INFORMATION WITH RESPECT TO TENDER NOTICE CLAUSE NOS. 1.2.2 & 1.2.3.
BIDDING FORM - V	FORMAT FOR SUBMITTING ELIGIBILITY INFORMATION WITH RESPECT TO ITB CLAUSE NO. 4.32.2.
BIDDING FORM - VI	FORMAT FOR SUBMITTING GENERAL INFORMATION OF THE BIDDER.
BIDDING FORM - VII	FORMAT FOR SUBMITTING DECLARATION REGARDING BANNING/DELISTING.
BIDDING FORM - VIII	FORMAT FOR SUBMITTING UNDERTAKING REGARDING BIDDING DOCUMENTS DOWNLOADED FROM WEBSITE.
BIDDING FORM - IX	FORMAT FOR SUBMITTING UNDERTAKING REGARDING SUBMISSION OF "PRICE SCHEDULE FORM", DULY QUOTED IN THE FORM IN THE PRICE BID.
BIDDING FORM - X	FORMAT REGARDING NO DEVIATION WITH RESPECT TO TECHNO-COMMERCIAL TERMS & CONDITIONS.
BIDDING FORM - XI	FORMAT FOR SUBMITTING INFORMATION WITH RESPECT TO PROPOSED SOURCING OF MAJOR COMPONENTS OF RMC.
BIDDING FORM - XII	FORMAT OF INTEGRITY PACT.
BIDDING FORM - XIII	FORMAT OF BANK GUARANTEE FOR EARNEST MONEY.

**BIDDING FORM - I****FORM OF TENDER****[To be submitted on bidder's letterhead]****Name of work:**

Design, manufacture, supply, installation, testing, commissioning & guaranteeing the performance of 1 (one) no. Rail Mounted Quay Crane (RMQC), 40 T lifting capacity under Spreader at 40 m outreach, at General Cargo Berth, Haldia Dock Complex, Kolkata Port Trust, Dist.: Purba Medinipur, West Bengal, India.

Tender No.: SDM(P&E) T/14/2018-2019

To,
General Manager (Engg.),
Haldia Dock Complex, KoPT;
Engineering Department, Jawahar Tower Complex;
P.O: Haldia Township,
Dist.: Purba Medinipur,
PIN: 721 607, West Bengal, India.

I/We (name of the bidder) of
(address of the bidder) having examined the site of work, inspected the drawings and read the bidding documents [including all Addenda/Corrigenda, issued i.e. {insert Addendum/Corrigendum No(s)}], hereby bid and undertake to execute & complete all the work related to "Design, manufacture, supply, installation, testing, commissioning & guaranteeing the performance of 1 (one) no. Rail Mounted Quay Crane (RMQC), 40 T lifting capacity under Spreader at 40 m outreach, at General Cargo Berth, Haldia Dock Complex, Kolkata Port Trust, Dist.: Purba Medinipur, West Bengal, India", required to be performed in accordance with the Schedule of Requirements (SOR), General Conditions of Contract (GCC), Particular Conditions of Contract (PCC), Price Schedule, etc., at the rates & prices set out in the priced Price Schedule [submitted in Price Bid (Part-II)], during the actual duration of the contract, in the event of our bid being accepted.

I/We also undertake to enter into a Contract Agreement in the form hereto annexed [Section-XII, "Contract Form - I"] with such alterations or additions thereto, which may be necessary to give effect to the acceptance of the bid and incorporating such Schedule of Requirements (SOR), General Conditions of Contract (GCC), Particular Conditions of Contract (PCC), Price Schedule, etc. and I/we hereby agree that until such Contract Agreement is executed, the said Schedule of Requirements (SOR), General Conditions of Contract (GCC), Particular Conditions of Contract (PCC), Price Schedule, etc. and the bid, together with the acceptance thereof in writing, by or on behalf of the Employer, shall be the contract.



Section-VII : BIDDING FORM - "I"

I/We require days preliminary time to arrange and procure the materials, tools & tackles, etc. required by the work, from the date of acceptance of bid, before I/we could commence the work.

I/We have remitted/furnished an amount of , vide URN No./Transaction Reference No./Bank Guarantee No. , with remittance/Bank Guarantee Bank details and date of remittance/Bank Guarantee , as Earnest Money Deposit.

I/We agree that the period for which the bid shall remain open for acceptance, shall not be less than days, from the last date of submission of bid.

WITNESS:

(Signature of authorised person of the bidder)

Signature: _____

Name : _____

Name: _____
(In Block Letters)

Designation : _____

Address: _____

Date : _____

Occupation: _____

(Office Seal)

**BIDDING FORM - II****Eligibility information as per Tender Notice Clause No. 1.1**

[To be filled up and to be submitted (uploaded) in the "Pre-qualification & Techno-commercial Bid" (Part-I)]

Criteria with respect to "Experience" as per Clause No. 1.1.2

Sl. No.	Contract No.	Name of the Employer/Client and place of delivery/execution of work	Type of equipment [RMQC/RMGC/RTYGC/ GUC/ELLC/MHC]	Actual execution			Date completion of work/successful execution of order / period of satisfactory performance of equipment	Page number(s) of reference documents in support of contract/order no., employer/client, type of equipment, actual period of execution and date of completion of work/successful execution of order / period of satisfactory performance of equipment
				From (date)	To (date)	Period (month)		



Section-VII : BIDDING FORM - "II"

Criteria with respect to "Capacity and capability" as per Clause No. 1.1.2

Sl. No.	Contract No.	Name of the Employer/ Client and place of delivery/execution of work	Type of equipment [RMQC/RMGC/RTYGC/GUC/ELLC/MHC] [having PLC control]	Capacity of equipment	Actual execution			Date of completion of work/successful execution of order	Page number(s) of reference documents in support of contract/order no., employer/client, type of equipment, capacity of equipment, actual period of execution and date of completion of work/successful execution of order
					From (date)	To (date)	Period (month)		



Section-VII : BIDDING FORM - "II"

Criteria with respect to "Satisfactory performance" as per Clause No. 1.1.3

Sl. No.	Contract No.	Name of the Employer/ Client and place of delivery/execution of work	Type of equipment [RMQC/RMGC/RTYGC/GUC/ELLC/MHC] [having PLC control]	Capacity of equipment	Actual execution			Date of completion of work/successful execution of order and period of satisfactory performance of equipment	Page number(s) of reference documents in support of contract/order no., employer/client, type of equipment, capacity of equipment, actual period of execution, date of completion of work/successful execution of order and period of satisfactory performance of equipment
					From (date)	To (date)	Period (month)		



Section-VII : BIDDING FORM - "II"

Criteria with respect to "Recent business activities" as per Clause No. 1.1.4

Sl. No.	Contract No.	Name of the Employer/ Client and place of delivery/execution of work	Type of equipment [RMQC/RMGC/RTYGC/GUC/ELLC/MHC] [having PLC control]	Capacity of equipment	Whether the bidder has supplied OR is in the process of manufacturing of the equipment	Actual execution (as applicable)			Page number(s) of reference documents in support of contract/order no., employer/client, type of equipment, capacity of equipment, date of completion of work/successful execution of order OR the equipment being in the process of manufacturing
						From (date)	To (date)	Period (month)	



Section-VII : BIDDING FORM - "II"

Criteria with respect to "Financial standing" as per Clause No. 1.1.1

Financial years	Turnover (Currency as per Auditor's Report/Balance Sheet)	Equivalent value in ₹, in case of foreign currency	Page number(s) of reference documents, in support of turnover & conversion rate (in case of turnover expressed in foreign currency)
01.04.2015 to 31.03.2016			
01.04.2016 to 31.03.2017			
01.04.2017 to 31.03.2018			
Total			
Average Annual Turnover			

OR

Calendar years	Turnover (Currency as per Auditor's Report/Balance Sheet)	Equivalent value in ₹, in case of foreign currency	Page number(s) of reference documents, in support of turnover & conversion rate (in case of turnover expressed in foreign currency)
01.01.2015 to 31.12.2015			
01.01.2016 to 31.12.2016			
01.01.2017 to 31.12.2017			
Total			
Average Annual Turnover			



Eligibility information as per Tender Notice Clause No. 1.2

Criteria with respect to "Association of firms, acting jointly and severally" as per Clause No. 1.2.4

1.	Name of the members of the association	a) b) c)
2.	Name of the Lead Partner	
3.	Confirmation regarding submission of Agreements in line with ITB Clause No. 4.3.6.	Page Nos. _____ to _____

**BIDDING FORM - III****Eligibility information as per Tender Notice Clause No. 1.2**

[To be filled up and to be submitted (uploaded) in the "Pre-qualification & Techno-commercial Bid" (Part-I)]

Criteria with respect to Tender Notice Clause No. 1.2

	Requirement	Submitted/Not submitted [Put / if submitted & X if not submitted]	Validity/ For the month of
a)			
i)	GST Registration Certificate with respect to GST Registration Number (GSTIN).	<input type="checkbox"/> If submitted, Page Number(s):	
ii)	Document in support of non-applicability.	<input type="checkbox"/> If submitted, Page Number(s):	Not applicable.
b)			
i)	Profession Tax Clearance Certificate (PTCC) <u>OR</u>	<input type="checkbox"/> If submitted, Page Number(s):	

**BIDDING FORM - III****Eligibility information as per Tender Notice Clause No. 1.2**

[To be filled up and to be submitted (uploaded) in the "Pre-qualification & Techno-commercial Bid" (Part-I)]

Criteria with respect to Tender Notice Clause No. 1.2

	Requirement	Submitted/Not submitted [Put / if submitted & X if not submitted]	Validity/ For the month of
	Profession Tax Payment Challan (PTPC)	<input type="checkbox"/> If submitted, Page Number(s):	
ii)	Document in support of non-applicability.	<input type="checkbox"/> If submitted, Page Number(s):	Not applicable.
c)			
i)	Certificate for allotment of EPF Code No.	<input type="checkbox"/> If submitted, Code No.: Page Number(s):	Not applicable.

**BIDDING FORM - III****Eligibility information as per Tender Notice Clause No. 1.2**

[To be filled up and to be submitted (uploaded) in the "Pre-qualification & Techno-commercial Bid" (Part-I)]

Criteria with respect to Tender Notice Clause No. 1.2

	Requirement	Submitted/Not submitted [Put / if submitted & X if not submitted]	Validity/ For the month of
ii)	Latest EPF Payment Challan.	<input type="checkbox"/> If submitted, Page Number(s):	
iii)	Document in support of non-applicability.	<input type="checkbox"/> If submitted, Page Number(s):	Not applicable.
d)			
i)	Registration Certificate of ESI Authority.	<input type="checkbox"/> If submitted, Code No.: Page Number(s):	Not applicable.
ii)	Document along with Affidavit, Declaration and Indemnity Certificate, in line with	<input type="checkbox"/>	Not applicable.

**BIDDING FORM - III****Eligibility information as per Tender Notice Clause No. 1.2**

[To be filled up and to be submitted (uploaded) in the "Pre-qualification & Techno-commercial Bid" (Part-I)]

Criteria with respect to Tender Notice Clause No. 1.2

	Requirement	Submitted/Not submitted [Put ✓ if submitted & X if not submitted]	Validity/ For the month of
	Tender Notice Clause No. 1.2.1 (d) , in case of non-applicability.	If submitted, Page Number(s):	
e)	Declaration regarding permanent establishment in India, in case of FOREIGN BIDDER .	<input type="checkbox"/> If submitted, Page Number(s):	Not applicable.



BIDDING FORM - IV

Criteria with respect to Tender Notice Clause Nos. 1.3.2 & 1.3.3

Sl. No.	ITB Clause reference	Factors	Requirement	Page numbers of reference documents in support of the requirements
1.	4.3.1	Nationality	Nationality as per Tender Notice Clause No. 1.2.2 and in accordance with ITB Clause No. 4.3.1.	
2.	4.3.2	Conflict of interest	Declaration (in the covering letter) by the bidder, in line with ITB Clause Nos. 4.3.2.	
3.	4.29.2	Defence & Security Clearance	Clearance regarding National Defence & Security, to be obtained from Govt. of India (for foreign bidders only), as per Tender Notice Clause No. 1.2.3 and in accordance with ITB Clause No. 4.29.2.	

**BIDDING FORM - V****Eligibility information as per ITB Clause No. 4.32.2**

[To be filled up and to be submitted (uploaded) in the "Pre-qualification & Techno-commercial Bid" (Part-I)]

Declaration with respect to ITB Clause No. 4.32.2

Whether the bidder claims to be a 'Local Supplier' [as defined in the "Public Procurement (Preference to Make in India), Order 2017"], considering "Minimum local content" as 50%	"Local content" (in %) for the instant case	Details of the location(s) at which the local value addition is made	Details of Auditor/ Accountant (as the case may be) certifying the percentage of local content	Whether the bidder has been debarred by any procuring entity for violation of "Public Procurement (Preference to Make in India), Order 2017". If so, details thereof.	Page numbers of reference documents in support of the requirements of ITB Clause No. 4.32.2



BIDDING FORM - VI

GENERAL INFORMATION OF THE BIDDER

The bidder must submit the information in this format.

1.	Bidder's Legal name (IN CAPITAL LETTERS)	
2. a)	Country of registration	
b)	Year of registration	
c)	Legal address in country of registration	
d)	URL of the bidder	
3.	Information regarding bidder's authorised representative(s)/contact person(s)	
a)	Name(s)	
b)	Address(es)	
c)	Telephone number(s)	
d)	Facsimile number(s)	
e)	Electronic mail [E-mail] address	
4. a)	Address of the Branch Office, if any	
b)	Name of the contact person at Branch Office	
c)	Telephone number(s)	
d)	Facsimile number(s)	
e)	Electronic mail [E-mail] address	
5.	Whether the bidder is a Proprietorship Firm or Partnership Firm or Limited Company	



Section-VII : BIDDING FORM - "VI"

6.	If the bidder has a Licensing Agreement or a Technical Collaboration Agreement or a Joint Venture Agreement or a Consortium with other manufacturer(s) in connection with this bid, name of all the Partner(s), indicating the name of the Partner-in-charge (Lead Partner)	
7.	Details of the Banker(s):	
a)	Name of the Banker(s) in full	
b)	Address(es) of the Banker(s)	
c)	Telephone number(s)	
d)	Facsimile number(s)	
e)	Electronic mail [E-mail] address	
f)	Name(s) of the contact person(s)	
8.	Income Tax and Goods & Services Tax (GST) details (if applicable):	
a)	Permanent Account Number (PAN)	
b)	GST Registration Number (GSTIN)	
9.	Employees' Provident Fund (EPF) Code No.	
10.	Mainlines of business	



Section-VII : BIDDING FORM - "VI"

If case of **association**, in the form of a **Licensing Agreement** or a **Technical Collaboration Agreement** or a **Joint Venture Agreement** or a **Consortium** with other **manufacturer(s)**, information for all the **Partner(s)** should be **submitted in this format**.

Separate sheets must be used in each case.

1.	Legal name of the firm (IN CAPITAL LETTERS)	
2. a)	Country of registration	
b)	Year of registration	
c)	Legal address in country of registration	
d)	URL of the firm	
3.	Information regarding firm's authorised representative(s)/contact person(s)	
a)	Name(s)	
b)	Address(es)	
c)	Telephone number(s)	
d)	Facsimile number(s)	
e)	Electronic mail [E-mail] address	
4. a)	Address of the Branch Office, if any	
b)	Name of the contact person at Branch Office	
c)	Telephone number(s)	
d)	Facsimile number(s)	
e)	Electronic mail [E-mail] address	
5.	Whether the firm is a Proprietorship Firm or Partnership Firm or Limited Company	
6.	Details of the Banker(s):	
a)	Name of the Banker(s) in full	



Section-VII : BIDDING FORM - “VI”

b)	Address(es) of the Banker(s)	
c)	Telephone number(s)	
d)	Facsimile number(s)	
e)	Electronic mail [E-mail] address	
f)	Name(s) of the contact person(s)	
7.	Income Tax and Goods & Services Tax (GST) details (if applicable):	
a)	Permanent Account Number (PAN)	
b)	GST Registration Number (GSTIN)	
8.	Employees’ Provident Fund (EPF) Code No.	
9.	Mainlines of business	



BIDDING FORM - VII

[To be submitted on the bidder's letterhead]

General Manager (Engg.),
Haldia Dock Complex, KoPT;
Engineering Department, Jawahar Tower Complex;
P.O: Haldia Township,
Dist.: Purba Medinipur,
PIN: 721 607, West Bengal, India.

Subject : Tender No. SDM(P&E) T/14/2018-2019 for "Design, manufacture, supply, installation, testing, commissioning & guaranteeing the performance of 1 (one) no. Rail Mounted Quay Crane (RMQC), 40 T lifting capacity under Spreader at 40 m outreach, at General Cargo Berth, Haldia Dock Complex, Kolkata Port Trust, Dist.: Purba Medinipur, West Bengal, India" - **BANNING/DELISTING.**

We do, hereby, declare that we, or our associates, have not been banned or delisted by any Government or Quasi-Government Agencies or PSUs in India.

Signature of authorised person of the bidder
(with office seal)

N.B.: In case the individual manufacturer or any partner of the association, in the form of a **Licensing Agreement** or a **Technical Collaboration Agreement** or a **Joint Venture Agreement** or a **Consortium** with other manufacturer(s), has been **delisted/banned** by any Govt. or Quasi-Govt. Agency or PSU in India, then the same should be declared properly (after modifying the above format, suitably) and it may not necessarily be a cause for disqualifying the corresponding individual firm or partner of the Association/Joint Venture. If this declaration is not given, the bid may be rejected as non-responsive.

**BIDDING FORM - VIII**

[To be submitted on the bidder's letterhead]

General Manager (Engg.),
Haldia Dock Complex, KoPT;
Engineering Department, Jawahar Tower Complex;
P.O: Haldia Township,
Dist.: Purba Medinipur,
PIN: 721 607, West Bengal, India.

Subject : Tender No. SDM(P&E) T/14/2018-2019 for "Design, manufacture, supply, installation, testing, commissioning & guaranteeing the performance of 1 (one) no. Rail Mounted Quay Crane (RMQC), 40 T lifting capacity under Spreader at 40 m outreach, at General Cargo Berth, Haldia Dock Complex, Kolkata Port Trust, Dist.: Purba Medinipur, West Bengal, India" - **Bidding Forms, Contract Forms and bidding documents downloaded from website.**

I, the authorized signatory of (Name of the company/ firm/Association), certify that no addition/modification/alteration has been made in the formats of the original Bidding Forms, Contract Forms and bidding documents (including Addenda/Corrigenda issued, if any) downloaded from the website [<http://www.mstcecommerce.com/eprhome/kopt> of MSTC Limited / <http://eprocure.gov.in/cppp/> of Central Public Procurement Portal / <http://www.kolkataporttrust.gov.in/> of Kolkata Port Trust]. If at any stage, alteration/modification/addition is noticed in the format of any of the Bidding Forms or the Contract Forms or the bidding documents (including Addenda/Corrigenda issued, if any) submitted by us (duly signed & stamped), we shall abide by terms & conditions contained in the original bidding documents (including Addenda/Corrigenda issued, if any). Otherwise, **Kolkata Port Trust** reserves the right to reject our bid or cancel the contract (in case of placement of order with us).

**Signature of authorised person of the bidder
(with office seal)**

**BIDDING FORM - IX**

[To be submitted on the bidder's letterhead]

General Manager (Engg.),
Haldia Dock Complex, KoPT;
Engineering Department, Jawahar Tower Complex;
P.O: Haldia Township,
Dist.: Purba Medinipur,
PIN: 721 607, West Bengal, India.

Subject : Tender No. SDM(P&E) T/14/2018-2019 for "Design, manufacture, supply, installation, testing, commissioning & guaranteeing the performance of 1 (one) no. Rail Mounted Quay Crane (RMQC), 40 T lifting capacity under Spreader at 40 m outreach, at General Cargo Berth, Haldia Dock Complex, Kolkata Port Trust, Dist.: Purba Medinipur, West Bengal, India" - priced "PRICE SCHEDULE".

I, the authorized signatory of (Name of the company/firm/Association), confirm that the price has been offered in the "Price Bid" only. I also confirm the following:

- a) We have **quoted our price against all items**, i.e. the price of no item has been clubbed with the price of other item(s) and no item has been kept unpriced.
- b) All rates have been quoted **"in figures"** and in the manner required (as detailed in these bidding documents).
- c) The prices have been quoted in the Price Bid only and no direct or indirect mention of the prices has been made by us anywhere else in our bid.
- d) No extraneous conditions (like "Not Applicable", conditional rebate, etc.), regarding the Price Bid, have been mentioned anywhere in our bid.

In case it is found that the above declaration is not correct, **Kolkata Port Trust** reserves the right to reject our offer.

Signature of authorised person of the bidder
(with office seal)



BIDDING FORM - X

[To be submitted on the bidder's letterhead]

General Manager (Engg.),
Haldia Dock Complex, KoPT;
Engineering Department, Jawahar Tower Complex;
P.O: Haldia Township,
Dist.: Purba Medinipur,
PIN: 721 607, West Bengal, India.

Subject : Tender No. SDM(P&E) T/14/2018-2019 for "Design, manufacture, supply, installation, testing, commissioning & guaranteeing the performance of 1 (one) no. Rail Mounted Quay Crane (RMQC), 40 T lifting capacity under Spreader at 40 m outreach, at General Cargo Berth, Haldia Dock Complex, Kolkata Port Trust, Dist.: Purba Medinipur, West Bengal, India" - NO DEVIATION WITH RESPECT TO TECHNO-COMMERCIAL TERMS & CONDITIONS.

We have offered the rate against all items of the **PRICE SCHEDULE**, considering all the terms & conditions of the subject bidding documents. There is no deviation in our offer and all terms & conditions of the bidding documents [considering all Addenda/Corrigenda issued] are accepted by us and the entire job will be executed (in case of award of contract, in our favour) as per the stipulations of the bidding documents [considering all Addenda/Corrigenda issued].

Signature of authorised person of the bidder
(with office seal)



Section-VII : BIDDING FORM - "XI"

BIDDING FORM - XI**Proposed sourcing of major components of RMQC**

Sl. No.	Major component (including bought-out item) of RMQC, along with place of use	Name of the manufacturer/ supplier [of major component (including bought-out item) of RMQC] and country where from the same is proposed to be sourced	Name of the country and location where inspection of major component (including bought-out item) of RMQC is proposed to be carried out

Signature & office seal of the bidder



Section-VII : BIDDING FORM - "XII"

BIDDING FORM - XII

Integrity Pact

Between

Kolkata Port Trust (KoPT) 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 "Design, manufacture, supply, installation, testing, commissioning & guaranteeing the performance of 1 (one) no. Rail Mounted Quay Crane (RMQC), 40 T lifting capacity under Spreader at 40 m outreach, at General Cargo Berth, Haldia Dock Complex, Kolkata Port Trust, Dist.: Purba Medinipur, West Bengal, India." 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, 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 the 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 also 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 promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.



Section-VII : BIDDING FORM - "XII"

- 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.
 - 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 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 Annex-"A".
 - 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.



Section-VII : BIDDING FORM - "XII"

- (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:

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 and 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/Sub-contractors:

- (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 Sub-contractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section-7- Other Legal actions against 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.



Section-VII : BIDDING FORM - "XII"

- (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(s)/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 BIDDER/CONTRACTOR will also grant the Monitor, upon his request and 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/Sub-contractor(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 of 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/CONTRACTORS and the BIDDER/CONTRACTOR shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.



Section-VII : BIDDING FORM - "XII"

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 KoPT.

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 or 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 1:
(Name & address)

.....
.....

Witness 2:
(Name & address)

.....
.....

Witness 2:
(Name & address)

.....
.....



Section-VII : BIDDING FORM - "XII"

ANNEXURE - A

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.1 There shall be compulsory registration of Indian agents of Foreign suppliers for all Tenders. An agent who is not registered with KoPT shall apply for registration in the prescribed Application-Form.
- 1.2 Registered agents will file an authenticated Photostat copy (duly attested by a Notary Public)/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/retainer ship being paid by the principal to the agent before the placement of order by KoPT.
- 1.3 Whenever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 **DISCLOSURE OF PARTICULARS OF AGENTS/REPRESENTATIVES IN INDIA, IF ANY.**
- 2.1 **Tenderers of Foreign nationality shall furnish the following details in their offer:**
 - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it is to be confirmed whether it is real substantial Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/remuneration if any, payable to his agents/representatives in India, is to be paid by KoPT in Indian Rupees only.
- 2.2 **Tenderers of Indian Nationality shall furnish the following details in their offers:**
 - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
 - 2.2.2 The amount of commission/remuneration included in the price(s) quoted by the Tenderer for himself.
 - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price(s), is to be paid by KoPT in India in equivalent Indian Rupees.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.



Section-VII : BIDDING FORM - "XII"

- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable for rejection or in the event of a contract materializing, the same liable to termination by KoPT. Besides this there would be a penalty of banning business dealings with KoPT or damage or payment of a named sum.
-

**BANK GUARANTEE FOR EARNEST MONEY**

[To be submitted on Non-judicial Stamp Paper of worth not less than INR 50.00]

Tender No. SDM(P&E) T/14/2018-2019

Name of work:

Design, manufacture, supply, installation, testing, commissioning & guaranteeing the performance of 1 (one) no. Rail Mounted Quay Crane (RMQC), 40 T lifting capacity under Spreader at 40 m outreach, at General Cargo Berth, Haldia Dock Complex, Kolkata Port Trust, Dist.: Purba Medinipur, West Bengal, India.

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

BANK GUARANTEE NO. DATE

Name of issuing Bank

Name of Branch

Address

WHEREAS

The Board of Trustees for the Port of Kolkata, a body corporate - duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), (hereinafter referred to as "The Trustees") have invited Tender No. **SDM(P&E) T/14/2018-2019** (hereafter referred to as "The Bid") for the work of **"Design, manufacture, supply, installation, testing, commissioning & guaranteeing the performance of 1 (one) no. Rail Mounted Quay Crane (RMQC), 40 T lifting capacity under Spreader at 40 m outreach, at General Cargo Berth, Haldia Dock Complex, Kolkata Port Trust, Dist.: Purba Medinipur, West Bengal, India."**

AND WHEREAS

Shri / Messrs a Proprietary / Partnership / Limited / Registered Company, having its Registered Office at (hereinafter referred to as "The Bidder", which expression shall mean and include their successors and assigns) have submitted their offer against the Bid.

AND WHEREAS

One of the terms of the Bid being that the Bidder may submit Earnest Money in the form of an irrevocable and unconditional Bank Guarantee as a security against the event of the Bidder withdrawing their offer on any ground whatsoever during the period of validity of the offer and/or the Bidder fails to enter into Contract despite the Trustees select the Bidder as the successful Tenderer against the Bid,



Section-VII : BIDDING FORM - "XIII"

We, Branch, Kolkata/Haldia, do hereby issue our irrevocable and unconditional Guarantee in favour of The Trustees for a sum of only.

We, Branch, Kolkata/Haldia, do, on the advice of the Bidder, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of only.

We, Branch, Kolkata/Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We, Branch, Kolkata/Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Kolkata Port Trust", without any demur. Even if there be any dispute between the Bidder 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 Guarantee in the manner aforesaid, shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the Bidder.

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

3. We, Branch, Kolkata/Haldia, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the entire validity period of the Bid including any extension thereof until the Bidder furnishes the requisite Performance Guarantee for the amount specified in the Tender in the prescribed Form in the event of the Bidder becoming the successful Tenderer and that it shall continue to be enforceable in the Trustees' claim have been satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said Bid have been fully and properly observed/fulfilled by the Bidder and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive ofday of.....201.....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/Haldia,



Section-VII : BIDDING FORM - "XIII"

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 Bidder 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 Bid or to extend the validity period of the Bid or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the Bidder and to forebear or enforce any of terms and conditions relating to the said Bid and We,.. ...
...Branch, Kolkata... .../Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the Bidder or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the Bidder 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)

Note:

- i) In case of foreign Bank Guarantee, it shall be routed through any Branch of corresponding Nationalized/Scheduled Bank in India and such corresponding Bank shall confirm the same and standby for all the commitments under the Bank Guarantee. In all cases, any dispute regarding Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court.
- ii) In case the Bank Guarantee is submitted from/routed through a foreign branch of a Nationalized/Scheduled Bank of India, the Bank Guarantee submitted not on Non-judicial Stamp Paper may also be acceptable.



PART-2 :: BIDDING PROCEDURES

Section - VIII

Checklist in connection with submission of bids

[To be submitted (uploaded) in the “Pre-qualification & Techno-commercial Bid” (Part-I)]

NOTE:

All pages of the bidding documents and additional papers submitted are to be serially marked and are to be signed under seal.

Sl. No.	Particulars	Submitted/ Not submitted [Put ✓ if submitted and put X if not submitted]
1.	Bid Document Fee [in accordance with SoT Clause No. 2.10.ii].	<input type="checkbox"/>
2.	Earnest Money Deposit (EMD) [in accordance with SoT Clause No. 2.10.iii].	<input type="checkbox"/>

Sl. No.	Particulars	Submitted/ Not submitted [Put ✓ if submitted and put X if not submitted]	If submitted, page numbers
3.	Photocopy of Power of Attorney/authorisation for signing the bid.	<input type="checkbox"/>	<input type="checkbox"/>
4.	Photocopy of Partnership Deed in case of a Partnership Firm [duly signed and stamped by the bidder, on all pages].	<input type="checkbox"/>	<input type="checkbox"/>
5.	Photo copy of Memorandum and Articles of Association [including Certificate of incorporation or registration], in case of a Limited Company [duly signed and stamped by the bidder on all pages].	<input type="checkbox"/>	<input type="checkbox"/>



PART-2 :: BIDDING PROCEDURES

Tender No. SDM(P&E) T/14/2018-2019

Section-VIII : Checklist in connection with submission of bids

Sl. No.	Particulars	Submitted/ Not submitted [Put / if submitted and <u>put X if not submitted</u>]	If submitted, <u>page numbers</u>
6.	Documents in support of “Minimum Eligibility Criteria” (MEC), as per Tender Notice Clause No. 1.1.		
a.	Documents in support of MEC with respect to “Experience” [Ref.: Tender Notice Clause No. 1.1.2].	<input type="checkbox"/>	<input type="checkbox"/>
b.	Documents in support of MEC with respect to “Capacity and capability” [Ref.: Tender Notice Clause No. 1.1.2].	<input type="checkbox"/>	<input type="checkbox"/>
c.	Documents in support of MEC with respect to “Satisfactory performance” [Ref.: Tender Notice Clause No. 1.1.3].	<input type="checkbox"/>	<input type="checkbox"/>
d.	Documents in support of MEC with respect to “Recent business activities” [Ref.: Tender Notice Clause No. 1.1.4].	<input type="checkbox"/>	<input type="checkbox"/>
e.	Documents in support of MEC with respect to “Financial standing” [Ref.: Tender Notice Clause No. 1.1.1], including documents in support of foreign currency conversion rate, if applicable.	<input type="checkbox"/>	<input type="checkbox"/>
f.	Documents in support of MEC with respect to “Criteria for association of firms, acting jointly and severally” [Ref.: Tender Notice Clause No. 1.2.4], including Agreements (as per ITB Clause No. 4.3.6) amongst the “Lead Partner” & other member(s), if applicable.	<input type="checkbox"/>	<input type="checkbox"/>
7.	Documents in support of “Other Pre-qualification Criteria”, as per Tender Notice Clause No. 1.2.		
a.	Supporting documents, declaration, affidavit etc., as applicable, to establish eligibility as per Tender Notice Clause No. 1.2.	<input type="checkbox"/>	<input type="checkbox"/>
b.	Declaration by the bidder (in the covering letter) regarding conflict of interest, in line with ITB Clause Nos. 4.3.2.	<input type="checkbox"/>	<input type="checkbox"/>



PART-2 :: BIDDING PROCEDURES

Tender No. SDM(P&E) T/14/2018-2019

Section-VIII : Checklist in connection with submission of bids

Sl. No.	Particulars	Submitted/ Not submitted [Put / if submitted and put X if not submitted]	If submitted, page numbers
	c. Document in support of nationality, as per Tender Notice Clause No. 1.2.2 and in accordance with ITB Clause No. 4.3.1.	<input type="text"/>	<input type="text"/>
	d. Clearance regarding National Defence & Security, as per Tender Notice Clause No. 1.2.3 (for foreign bidders only) and in accordance with ITB Clause No. 4.29.2.	<input type="text"/>	<input type="text"/>
8.	“Form of Tender” [as per the format furnished in Section-VII (Bidding Form - “I”)], on bidder’s letterhead, duly filled in completely, signed by the bidder and embossed by their official seal on all pages.	<input type="text"/>	<input type="text"/>
9.	Eligibility information [as per the format furnished in Section-VII (Bidding Form - “II”)], duly filled up completely, signed and stamped on all pages.	<input type="text"/>	<input type="text"/>
10.	Eligibility information [as per the format furnished in Section-VII (Bidding Form - “III”)], duly filled up completely, signed and stamped on all pages.	<input type="text"/>	<input type="text"/>
11.	Eligibility information with respect to Tender Notice Clause Nos. 1.2.2 & 1.2.3 [as per the format furnished in Section-VII (Bidding Form - “IV”)], duly filled up completely, signed and stamped on all pages.	<input type="text"/>	<input type="text"/>
12.	Eligibility information with respect to ITB Clause Nos. 4.32.2 [as per the format furnished in Section-VII (Bidding Form - “V”)], duly filled up completely, signed and stamped on all pages.	<input type="text"/>	<input type="text"/>
13.	General information of the bidder [as per the format furnished in Section-VII (Bidding Form - “VI”)], duly filled in completely, signed and stamped on all pages.	<input type="text"/>	<input type="text"/>
14.	Declaration of the bidder (Individual firm or “Lead Partner” of association) regarding banning/ delisting, as per the format furnished in Section-VII (Bidding Form - “VII”) [to be submitted on the bidder’s letterhead].	<input type="text"/>	<input type="text"/>

**PART-2 :: BIDDING PROCEDURES**

Tender No. SDM(P&E) T/14/2018-2019

**Section-VIII : Checklist in connection
with submission of bids**

Sl. No.	Particulars	Submitted/ Not submitted [Put / if submitted and put X if not submitted]	If submitted, page numbers
15.	Undertaking by the bidder, to be submitted on the bidder's letterhead [as per the format furnished in Section-VII (Bidding Form - "VIII")], regarding Bidding Forms, Contract Forms and bidding documents downloaded from website.	<input type="checkbox"/>	<input type="checkbox"/>
16.	Undertaking by the bidder, to be submitted on the bidder's letterhead [as per the format furnished in Section-VII (Bidding Form - "IX")] regarding submission of "PRICE SCHEDULE FORM" , duly quoted in the form in the Price Bid, in line with the instructions given in the bidding documents (considering all Addenda/Corrigenda issued).	<input type="checkbox"/>	<input type="checkbox"/>
17.	Undertaking by the bidder, to be submitted on the bidder's letterhead [as per the format furnished in Section-VII (Bidding Form - "X")], regarding no deviation with respect to techno-commercial terms & conditions.	<input type="checkbox"/>	<input type="checkbox"/>
18.	Information with respect to proposed sourcing of major components of RMQC [as per the format furnished in Section-VII (Bidding Form - "XI")].	<input type="checkbox"/>	<input type="checkbox"/>
19.	"Integrity Pact" [as per the format furnished in Section-VII (Bidding Form - "XII")], duly filled in, signed and stamped (on each page), in plain paper.	<input type="checkbox"/>	<input type="checkbox"/>
20.	One set of bidding documents (in full) [including unquoted blank "PRICE SCHEDULE FORM"] and one set of Addenda/Corrigenda issued (in full), duly signed and stamped on each and every page as token of acceptance of terms & conditions of the bidding documents (considering all Addenda/Corrigenda issued).	<input type="checkbox"/>	<input type="checkbox"/>

Signature of authorised person of the bidder
(with office seal)

PART-3 :: WORK REQUIREMENTS



PART-3 :: WORK REQUIREMENTS

Section - IX

Schedule Of Requirements (SOR)

5.1 SCOPE OF WORK

Design, manufacture, supply, installation, testing, commissioning & guaranteeing the performance of 1 (one) no. Rail Mounted Quay Crane (RMQC), 40 T lifting capacity under Spreader at 40 m outreach, at General Cargo Berth, Haldia Dock Complex, Kolkata Port Trust, Dist.: Purba Medinipur, West Bengal, India.

5.1.1 The RMQC shall comply with the following:

5.1.1.1 The RMQC shall have Telescopic Spreader and shall be able to handle all ISO loaded and empty Containers, such as 20', 35', 40', 45'.

5.1.1.2 The Contractor shall make suitable provision on the Jetty to provide suitable anchoring system for tying down the RMQC during cyclonic/nor'wester condition prevalent in Haldia.

This Port (KoPT, HDC) experiences local storm and nor'wester, during which wind speed increases very rapidly. At that time, a very strong gale force of wind, accompanied by heavy thunder & lightning, followed by downpour of rain, takes place. The Contractor should make adequate provision, while designing the RMQC, to ensure that free rolling and gaining momentum of the RMQC is not allowed along the tracks.

5.1.1.3 The RMQC shall be provided with requisite cooling system for protection of Electronic systems, so as to operate in the tropical climate prevailing in Haldia.

5.1.1.4 The RMQC must be tested (as per Clause No. 5.9) by the Third Party Inspection Agency and should be installed at site [Berth No. 9, General Cargo Berth (G.C Berth), Haldia Dock Complex, Haldia] as advised and must be commissioned within the least possible time, to match with the completion date and cause minimum hindrance to HDC's normal operation.

5.1.2 PRINCIPAL PARAMETERS OF THE RMQC:

1. Crane Travel Distance : 520 m (260 meter on either side)
2. Rail Span: 18 m
3. a) Safe Working Load (under Spreader): 40 MT
b) Safe Working Load (under Hook) : 50 MT
4. Test Load (under Spreader) : 125% of rated load
5. Lift from top of Rail to under Spreader : 25 m (minimum)



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6. Lift below Rail level :15 m (minimum)
7. Total Lift :40 m(minimum)
8. Outreach from centre of Waterside Rail:40 m (minimum)
9. Backreach from centre of Landside Rail:8 m (minimum).
10. Minimum clearance between the Portal Beams:Not less than 17 m.
11. Minimum height under Portal Cross Beam:13 m
12. Trim/List/Skew of the Telescopic Spreader: ± 5 degree
13. Maximum tolerances for the Travel Rail:
 - Level along with Rail ± 15 mm over complete length.
 - Level along each Rail ± 10 mm over 50 m length.
 - Level between Rails 100 mm (Landside Rail being on higher side)
 - Gauge of Rail ± 10 mm
 - Alignment of each Rail ± 15 mm
14. Lifting Beam with Hook: 50 MT
15. Distance between Waterside Rail centre to Fender:2 m
16. Rail Size: CR80 as per IS: 3443.
17. Maximum permissible Wheel Load: 38 MT for operating condition and 42 MT for non-operating condition and under maximum wind speed.
18. Wheel Spacing: Not less than 1 m (1000 mm).
19. Wind Load: Wind pressures and loads shall be calculated using the following values:
 - a) Wind velocity at normal operating condition: 72 km/hour at all levels.
 - b) Wind velocity at non-operating condition: 200 km/hourThe wind pressures and loads shall be used in conjunction with shape and shielding factors.
20. Duty Cycle: 20 cycle/hour (minimum)
21. Boom hoist time (from operating position to parking position): Not more than 6 minutes.
22. Minimum Gantry travel speed against wind: 35 m/minute
23. Minimum hoist/lower speed:
 - Fully loaded : 60 m/minute (minimum)
 - With empty Spreader: 120 m/minute (minimum)
24. Trolley traverse speed:
 - Fully loaded (minimum): 180 m/minute
25. Weight of the RMQC including Spreader: To be indicated by supplier.
26. Input Power source: 3.3 kV $\pm 10\%$; 3 Phase ; 50 Hz $\pm 3\%$.



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5.2 GENERAL DESIGN REQUIREMENTS

5.2.1 GENERAL DESCRIPTION AND TYPE OF CONSTRUCTION OF RMQC:

5.2.1.1 The RMQC shall be Electric powered, Rail mounted, Portal, Transporter type, with Hinged Boom on the Waterside and Fixed Cantilever on the Landside.

5.2.1.2 The RMQC shall be suitable for continuous high-speed intensive Container-handling duty. The RMQC should be designed to have a minimum economic life of 20 years with 2×10^6 Lift Cycles.

The FEM Classification for the above should be as follows:

Class of Utilization: U7

Load Spectrum : Q2

FEM Classification : A7

Stability Factor should be in line with Clause No. 9.15 of FEM 1.001, 3rd Edition, Revised 1998.10.01, Booklet 9.

5.2.1.3 The structure shall be of welded construction. For major load carrying members, as far as possible, welded plate girders or box girder construction shall be used. Welding at site shall not be permitted, except in very special instances and all joints shall be designed for bolted assembly, with High Strength Friction Grip Bolts.

5.2.1.4 The RMQC shall be supplied with Crane Management System (CMS) for condition monitoring, fault diagnostics, service maintenance and operational data as well as having replay function.

5.2.1.5 All the structures shall be designed to have adequate fatigue life for the duty without structural repairs and adequate stiffeners shall be provided to prevent sway under dynamic loadings.

5.2.2 DESIGN STANDARD:

The RMQC should be designed and manufactured, in accordance with the requirements of relevant rules, regulations and standards as given below.

5.2.2.1 The RMQC shall meet the minimum requirement of Federation European de la Manutention (F.E.M) 3rd Edition, Booklets 1 to 5 & 7 to 9 and shall also comply with all relevant aspects with local regulations.

5.2.2.2 Indian Standards and code of practice:

- a) Indian Factories Act
- b) Indian Electricity Rules
- c) Indian Electricity Act
- d) Dock Workers (Safety, Health & Welfare) Act, 1986



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5.2.3 FUNCTION:

The primary function of the RMQC shall be to load/unload ISO Containers (including Hatch Covers) to/from vessels. The RMQC shall also be used for any other work, which it is capable of.

5.2.4 MAINTENANCE, ACCESSIBILITY OF COMPONENTS:

5.2.4.1 The RMQC shall be designed throughout, with special attention to replacement of parts in the machinery with minimum delay. Travelling Truck Wheels shall be readily removable.

5.2.4.2 Whenever possible, each Gear, Pinion Shaft, Coupling and Bearing shall be removable, without disturbing other parts of the RMQC. Lubrication fittings shall be readily accessible. Lift for personnel, walkways, stair, ladders and platforms shall be located to provide maximum access of operating personnel carrying out inspection and maintenance.

5.2.4.3 The latest Safety & Control Devices shall be provided while designing and manufacturing the RMQC.

5.2.4.4 All the Hydraulic Power Packs, to be used in the RMQC, shall be of same make, as per the LOM (List Of Manufacturers). As far as possible, components of Hydraulic Power Packs shall be of same reputed make.

5.2.4.5 The RMQC shall be constructed in such a manner as to minimise accumulation of dirt and water. Surface shall be clear of obstructions and sloped, if possible, to facilitate clean-up operations.

5.2.5 CRANE TRACK AND WHARF RAIL TOLERANCE:

5.2.5.1 The RMQC shall run on Rails laid on the wharf deck structure. Both the Waterside Rail and the Landside Rail will be newly laid by HDC, KoPT. The Contractor has to satisfy himself about the aforesaid tracks, before actual installation of the RMQC.

5.2.5.2 Following are the tolerance limit of the Wharf Rail to which the RMQC shall be laid:

Level along with Rail over complete length: ± 15 mm

Level along each Rail over 50 m length : ± 10 mm

Level between Rails : 100 mm (Landside Rail being on a higher side).

Gauge of Rail : ± 10 mm

Alignment of each Rail : ± 15 mm



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5.2.6 SAFETY AND CONTROL DEVICES:

Following are some of the features to be incorporated, while designing and manufacturing the RMQC. However, the Contractor shall use any other improved mechanism with proven capability.

5.2.6.1 General:

- a) In the design and construction of the RMQC, all normal safety provisions shall be observed. It shall be the responsibility of the Contractor to ensure that the RMQC satisfies, in every respect, the statutory requirements of the following:
 - Indian Factories Act
 - Indian Electricity Rules
 - Indian Electricity Act
 - Dock Workers (Safety, Health & Welfare) Act, 1986
- b) The Contractor shall be responsible for obtaining approvals from the concerned authorities.

5.2.6.2 ANEMOMETER:

- a) A wind Anemometer shall be provided at the top of the RMQC. It shall continuously monitor wind velocity and display the wind speed in Operator's Cabin as well as at the leg portion of the RMQC, so that it becomes visible to any person from ground level. The following signals shall be displayed at Operator's Cabin desk as well as at the display unit at the leg portion of the RMQC:
 - warning of wind speed at 15 m/sec (54 km/hr).
 - wind speed limit and operation stop at 20 m/sec (72 km/hr).
- b) Warnings shall be prior to stopping of the RMQC and it shall be possible to move the RMQC to parking area after the warnings.
- c) An Audible Alarm shall be provided at 20 m/sec (72 km/hr) wind velocity, with contacts to permit interlocking with the RMQC controls and warnings, so that operations shall cease when the steady wind velocity exceed an adjustable set limit.

5.2.6.3 RAIL CLAMPS:

Automatic "Fail Safe" Rail Clamps shall be provided to prevent creep of the RMQC after traverse power shutoff. The Rail Clamps shall have sufficient tangential holding force to safely hold the RMQC in locking position during maximum operating wind load condition. The Rail Clamps shall be "Fail Safe" and designed to set when Power is shutoff. The Rail Clamps shall be able to be disengaged or overridden by the Operator of the RMQC. The Rail Clamps shall be interlocked with Traverse Drives, requiring disengagement of the Rail Clamps before the



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Traverse Drive is energized. An adjustable delay shall be incorporated into the Rail Clamp control to ensure that the Rail Clamp's engagement does not occur before the RMQC has come to a complete stop.

5.2.6.4 ANCHORING AND HOLDING DOWN DEVICES:

- a) Holding down anchor units shall be provided for the RMQC and shall be arranged for fixing manually to anchor points, to be provided on the Dock structure. Anchor points shall be capable of rapid fixing type by an Operator and shall be positive. Anchor points should be at an interval of 50 metres (approx.) on the Waterside RMQC lashing. Necessary Civil work will be provided by HDC, KoPT.
- b) In addition to holding down anchor units, as specified in a) above, separate Anchoring Device for parking should also be provided. Design of anchoring device shall be suitable to the design of Dock structure, Wharf, etc.

5.2.6.5 RAIL SWEEPS:

Rail Sweeps shall be provided at both front and rear extreme ends to prevent Rail obstructions from damaging the Wheels. These shall be adjustable vertically.

5.2.6.6 FIRE EXTINGUISHERS:

CO₂ type Fire Extinguishers, of suitable capacity, are to be fitted and located at the RMQC as follows:

- In the Machinery House: 2 (two) nos.
- In the Electrical Room : 2 (two) nos.
- In the Operator's Cabin: 1 (one) no.
- In the Checker's Cabin : 1 (one) no.

5.2.6.7 GUARDING:

Effective guards or shrouds shall be provided to machinery, wherever necessary, viz., for all accessible rotating Shafts, Gears, Chains Pinions, Couplings, etc., for protection of personnel.

5.2.6.8 SAFETY DEVICES:

The following safety devices shall be provided with the RMQC:

- A. 4 (four) nos. End Buffer are to be provided at the extreme ends of the RMQC.
- B. Position, acceleration/deceleration and speed of Main Hoist, Trolley and Boom Hoist should be monitored through safety



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certified Absolute Encoder connected to PLC. The PLC will execute the appropriate commands, depending on control requirements.

- C. Rotary type Geared Limit Switches for maximum position of main hoisting.
- D. Weight type Gravity Limit Switch for main hoisting maximum position.
- E. Roller level type Limit Switches in Rail Clamps, Anchor Device, Boom Latch Device.
- F. Overload tripping facility for Main Hoist, Trolley Travel, Boom Hoist and Gantry Travel.
- G. 3.3 kV disconnecting switch for Junction Box of Feeder Cable and Trailing Cable shall be installed, at a suitable position, for the purpose of switching off main 3.3 kV supply, in case of preventive maintenance/emergency.
- H. An indicator for the Boom Hoist to indicate the tension on the Wire Rope and to trip the operation when overload occurs.
- I. Rope Slack Safety Device for Main Hoist shall be provided.
- J. A safety device for Main Hoist Ropes to prevent over slack of Ropes shall be provided.
- K. Over tension limit for Trailing Cable at the Cable Reeling Drum.
- L. Load Cells shall be to give the Operator the following information, through a display:
 - i) Load eccentricity and tripping of Hoist Drive at uneven load.
 - ii) 98% of the full load.
 - iii) 100% load alarm signal.
 - iv) Actual load read out.
- M. Main Hoist Height Indicator and Boom Indicator shall be provided.
- N. Snag Load Protection: For Containers getting jammed in the Ship's Cell Guides during hoisting operation inside the Hatch.
- O. Rope overlapping preventive mechanism on the Reeving Drum in the Machinery House.
- P. Proximity Switches shall be used in Spreader operations, control and Trolley slow down, etc.
- Q. Limit Switches at both the ends of Trolley travel, including Over Travel Limit.
- R. Limit Switches for parking position of the Boom.



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- S. Limit Switches for Boom parking latch position and Boom Hoist/Gantry Travel. All Limit Switches shall be preferably of Magnetic type/Inductive Proximity type.
- T. Over tension limit for the Spreader Cable, to trip the hoisting/lowering operation, when over tension comes to Spreader Cable.
- U. Anti-collision Devices shall be provided to prevent collision of RMQC to RMQC, between RMQC Boom and Ship as well as between a Container being moved by the Trolley and any obstacle in the traverse trajectory of such moving Container.
- V. Inductive Proximity Sensors/Encoders shall be used in place of Limit Switches, wherever it is possible.
- W. Encoders shall be provided with Hoist, Boom and Rope Drum for over speed detection.
- X. It will be possible to control all operations from local control at reduced speed. One (1) Pendant Control Station shall be provided for the said purpose, which can be operated, through Radio Frequency, from a suitable safe distance from the RMQC.
- Y. Alarm sound, with continuously flashing light, when the RMQC will be in Gantry motion.

5.2.6.9 EMERGENCY STOP BUTTON:

All Emergency Stop Buttons shall be recessed, to prevent it being actuated accidentally or unintentionally.

Emergency Stop Push Buttons shall be provided as follows:

- 1 (one) no. in the Operator's Cabin.
- 2 (two) nos. in the Machinery House -1 (one) at each end.
- 5 (five) nos. in the RMQC legs, at the Dock level -2 (two) on landside, 2 (two) on seaside and 1 (one) fitted inside the Checker's Cabin.
- 1 (one) no. in the Trolley.
- 1 (one) no. on the Spreader.
- 1 (one) no. at the Boom end.
- 1 (one) no. at the Girder end.
- 1 (one) no. in Electrical Room.
- 1 (one) no. at the Boom-Girdercentre.
- 1 (one) each at all the Control Panels.

5.2.6.10 INTERLOCKS:



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The following Interlock Circuits shall be provided in the Control Circuits:

- A. Limit Switches at both ends of Trolley travel, including 2 (two) Over Travel Limit, including pre-limits.
- B. Long Travel Drive with Anti-skewing Device.
- C. Rail Clamp and Anchor with Gantry travelling.
- D. Anemometer with Crane Control and Warning Bell with cut-off Power supply.
- E. Boom position with Trolley travel.
- F. Trolley position with Boom hoisting, including slowing down and restriction of forward movement.
- G. Twist Lock, Spreader on Container, Pin position with main hoisting.
- H. Boom latch position with Boom hoisting.
- I. Cable Reeling Drum with Gantry travel.
- J. Cable Reeling slack with Gantry travel.
- K. Over Speed Detectors for Hoist & Boom Brakes and respective Drive Motors.
- L. To prevent other operation(s) when the Boom is in operation.
- M. Cable reeling tight/tension with Gantry travel.

5.2.6.11 LIGHTNING ARRESTER:

Suitable Lightning Arrester shall be provided at the appropriate places in the Boom, which conform to relevant Standards.

5.2.6.12 SNAG LOAD PROTECTION SYSTEM:

All Hoist Ropes shall be connected through Snag Load Protection System. This protection system shall be hydraulically operated or spring type or any other improved mechanism. Due to any reason, if Hoist Rope gets stuck up anywhere, this system shall be avoiding snapping of Ropes.

5.3 MECHANICAL DESIGN REQUIREMENTS

5.3.1 GENERAL:

5.3.1.1 MATERIALS:

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Materials shall be meeting minimum requirements of the following specifications or other Standards specified under SOR Clause No.5.3.1.3:

Cast Iron (except Counter Weight)	: IS 210, Grade 20
Cast Steel for Gears	: IS 2644, Grade 1
Cast Steel for Pressure Pin assembly	: IS 2644, Grade 4
Cast Steel for general use	: IS 1030 / 2707, Grade 23-45.
Wrought Steel	: IS 1570, C40, Cold Drawn specified.
Forged Steel	: IS 1875
Structural Steel	: IS 226 / IS 2062
High Tensile Steel (Fusion welding quality)	: IS 8500
Case Hardened Steel	: IS 4432
Ductile Iron	: IS 1865, Grade I
Tubes & fittings	: IS 1239 / IS 1161
Bronze	: IS 306
Gun Metal	: IS 10742
Phosphor Bronze	: IS 28
Aluminium Bronze	: IS 305 Grade 2
Stainless Steel	: IS 6911

5.3.1.2 COMPONENTS:

Items required to be manufactured/fabricated shall preferably conform to IS code of practice or other Standards specified under SOR Clause No.5.3.1.3.

For such considerations, the list of items shall be including, but not limited to, the following:

Gears & Pinions	: Metric system
Wire Ropes	: IS 2266
Drums, Wheels, Sheaves, Fasteners and Keys	: IS 3177



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Rails	: IS 3443
Thread	: Metric system as per ISO
Fits and Tolerance	: IS 919 and IS 2709
Bolts	: IS 1367/IS 3138
Plain Washers	: IS 2016

5.3.1.3 The IS codes, as indicated in SOR Clause Nos. 5.3.1.1 & 5.3.1.2 and wherever specified otherwise in these documents, are only indicative in nature. The minimum Standard for materials and components should be as specified in F.E.M. The tenderer shall clearly specify the details of the Standard applicable for materials and components to be adopted for design of RMQC.

5.3.2 LUBRICATION:

5.3.2.1 Group mode lubrication is to be incorporated wherever feasible. Each of the systems shall be designed to ensure positive lubrication at every point and to supply a measured quantity of lubricant to each lubrication point, whenever the Pump is operated.

5.3.2.2 All lubrication fittings, bushings, brackets, support clips, piping, etc., shall be provided for efficient operation of each system. All fittings shall be of Standard to IS 4009. All piping and tanks shall be of Stainless Steel (SS 316).

5.3.2.3 All Pipes shall withstand 100% higher pressure than maximum applied by the Pump. Visual indicators shall register any single line blockage. If lubrication is required at moving point, coupled wire braided reinforced lubricant hose shall be used. All grease lines shall be covered and well protected.

5.3.2.4 Gear Boxes shall have splash lubrication system. Open Gears and Wire Ropes shall be coated with suitable lubricants.

5.3.3 EQUIPMENT ASSEMBLY:

5.3.3.1 LOAD HOISTING MECHANISM:

- A) Load shall be hoisted by means of minimum 4 (four) independent Wire Ropes, suitably reeved on 2 (two) independent Drums and fully equalised. Each Rope in Drum shall have sufficient strength to hold up the load, in case the other Rope of the same Drum breaks.
- B) The hoisting motion shall be through Electrically driven Parallel Shaft Reducer and fitted with self-adjusting Brakes arranged to fail to safety. Each Brake shall be capable of taking 150% of full



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load Motor torque. The Brakes will be of Electro-hydraulic Thruster Disc type, with manual release. Brake Slip Sensor shall be provided to detect % slippage of Brake. The Brake Slip Sensor should be able to sense the wear of the Brake Lining and also difference, if any, in Power supplied to the Brake Shoe.

- C) Separate tension detection device for each Rope shall be provided, to ensure that each Rope carries half the total load, at all times. This device shall also stop the Hoist Motor in the event of either of the 2 (two) Ropes of a Drum becoming slack and overloading of any 1 (one) of the Ropes.
- D) Where necessary, Catenary Trolleys or Guide Rollers shall be used to prevent extensive Rope slack during operations.
- E) The hoisting mechanism shall be able to adjust to trim, skew and list of the Ship by ± 5 degree respectively. There shall be suitable provision for auto skew correction.
- F) The entire Hoist Drive shall be installed inside the Machinery House located at the landside on the Boom.
- G) The Sheave Block, which is suspended from Hoisting Ropes, shall be provided with 4 (four) nos. Twist Lock for supporting the Spreader unit/general cargo Beam. Sensors to be placed near each Twist Lock. The Twist Locks shall be operated manually.
- H) Hoist limit shall be
 - slow down
 - stop
 - ultimate
 - Sill Beam protection system to ensure that Container does not collide with the Sill Beam.

5.3.3.2 BOOM HOISTING MECHANISM:

- A) The Boom shall be hoisted by means of 2 (two) independent Wire Ropes, suitably reeved and fully equalized. The 2 (two) Ropes may, however, be wound onto a common Drum assembly. The Rope Drum shall be machine grooved right and left hand and shall take sufficient Rope in one layer, so as to accommodate the total range of lift, with at least 3 (three) anchoring turns remaining on the Drum, when the Boom is in the lowest position. In addition, 1 (one) empty groove for each Rope shall be left on the Drum, when the boom is in the highest position. Each Rope shall have sufficient strength to hold up the Boom, in case the other breaks.
- B) Separate tension detection device for each Rope shall be provided, to ensure that each Rope carries half the total load, at



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all times. This device shall also stop the Hoist Motor, in the event of either of the 2 (two) ropes becoming slack.

- C) There shall be 2 (two) fail safe Brake systems.1 (one)Electro-hydraulic Thruster Disc Brake shall be provided on the Motor Shaft. A separate holding down Hydraulically operated Brake (Band Brake type) shall be fitted on the Rope Drum.
- D) The joint between the Boom and the Girder shall be of shock less Pin joint type to minimise shock and noise when the Trolley passes from the Boom Rail to the Girder Rail.
- E) The Boom shall be provided with Storm Parking Latch, which shall be operable from the Cabin. The A-frame shall be equipped with 2 (two)Boom Latches, which shall automatically engage the Boom and be Power released. The Boom Latch shall hold the Boom when in parked position, releasing the load in the Hoist Ropes. Buffers shall be provided to cushion the final approach of the Boom to the structure in upposition.
- F) The Boom Hoist has to be operated from the Operator's Cabin as well as from a separate Local Control Station located on the waterside Top Tie Beam.
- G) A 3 (three) ton Maintenance Winch, with a suitable Drive Rope Drum and Rope, shall be installed at a suitable location above the Boom level (preferably on the front side of the Machine Room), for facilitating maintenance work at any location on reeving of the Rope from this Winch.
- H) Auxiliary Motor for operating Boom.
- I) Boom limit shall be
 - upper slow down
 - lower slow down
 - lower stop
 - upper stop
 - Rope slack limit.

5.3.3.3 TROLLEY TRAVERSING MECHANISM:

- A) The Trolley, which supports the load hoisting mechanism and the Operator's Cabin, shall be self-driven. Festoon cable shall be used for supply of power.



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- B) Self-adjusting Brake(s), capable of being manually released, shall be provided on the Motor Shaft to fail to safety. Capacity of the Brake shall not be less than 150% of full load Motor torque.
- C) The Trolley shall be mounted on adjustable Wheels, running on the Rails fitted with the RMQC Girder. Elastic Pads of suitable thickness shall be provided underneath the Trolley Rail to reduce vibration and shock load on the RMQC structure.
- D) Maximum Trolley traverse shall be restricted by End Hydraulic Buffers. Buffers shall have sufficient capacity to stop the Trolley travel at rated speed with rated load.
- E) Design shall be such that, in case of breakdown of Wheel/Axle, the Trolley shall not be separated from the Boom/Girder structure.
- F) Trolley shall be provided with Storm Latch, which shall be operable from Cabin. Boom/Girder design shall allow for easy replacement of Trolley assembly. Jacking points shall be provided at suitable location, to enable the Trolley to be jacked up for maintenance purpose, such as replacing the Wheels.
- G) A Cable Reeling Drum shall be provided on the Trolley/Sheave Block to store the Electrical Cable for supply of Power from the Trolley to the Spreader unit.
- H) Trolley limit shall be
 - slow down
 - supervision
 - stop
 - ultimate

5.3.3.4 GANTRY TRAVEL MECHANISM:

- A) At least half of the Wheels in each corner shall be driven.
- B) The truck assembly shall be fully equalised, to ensure that all Wheels share the load equally.
- C) The Gantry Drives should be Electro-mechanical type, with VVVF type Speed Control.
- D) Each drive unit should consist of a Shaft-mounted Bevel Helical Gear unit, with directly flanged on AC Squirrel Cage Motor, with in-built Electro-magnetic Disc Brake. The Gear units should be equipped with Drain and Oil Sample Valves, Sight Glass and Air Breather. The Torque Arm of the drive unit should be connected via a flexible bushing to the 2 (two) Wheel Bogie.



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- E) Number of drives for Gantry travel mechanism shall be decided by the Contractor. The Gantry travel mechanism drive shall be provided with multiple drives on each side. In the event of failure of any drive Motor, the corresponding Motor on the other side shall be automatically disconnected. However, the machine shall be operational with the remaining drives.
- F) The Brakes should be Electrically actuated and may be manually released and locked in position, in case of need. Since acceleration and deceleration of the machine would be controlled by VVVF Drives, the Brakes would act only as holding Brakes, which would keep the machine in position, during operation. Only in case of emergency stops, the Brakes would be utilised for stopping the movement of the machine.
- G) Gantry travel drives shall be fully interchangeable.
- H) Hydraulic Buffers shall be provided at each corner of the carriage. End buffers shall have sufficient capacity to stop the RMQC travelling at rated speed.
- I) Rail Sweeps shall be provided at the outer end of each Bogie to clear the Rails of any obstruction. The Rail Sweeps shall be vertically adjustable.
- J) Provisions shall be made at each corner of the under carriage for jacking, to permit removal of the travelling Wheels/Bogies.

5.3.3.5 TELESCOPIC SPREADER:

The Spreader shall be Electro-hydraulic, Single-lift type, with Twin Twenty Detection System, and suitable for lifting 20', 35', 40' & 45' ISO Containers, with SAFE WORKING LOAD of 40 Tons. The Spreader shall be capable of moving 1 (one) fully loaded Container of the said sizes and shall have minimum technical features as mentioned below:

A) GENERAL:

The Telescopic Spreader shall be attached to the reeved-in Head Block Beam.

- i) The Spreader shall be Telescopic, so that the Twist Locks shall mate with the corner casting of an ISO 20', 35', 40' and 45' Container.
- ii) All functions of the Spreader, i.e., Twist Lock Pins, 4 (four) Corner Flippers and Beam expansion, shall be operated by Oil Hydraulic Power Unit, driven by an Electric Motor with Class 'F' insulation.



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iii) Twin Twenty Detection System (TTDS): The Spreader shall be provided with Twin Twenty Detection System (TTDS), i.e., while in an extended 40' position, the Spreader should be able to sense the presence of 2 (two) 20' Containers, which could be stowed in a Ship Cell or in a Trailer. It should do so by detecting the gap between the 2 (two) Containers. Gaps of 38 mm or larger should be detectable by TTDS. Multiple Sensors should be used for the following purpose:

- To provide redundancy, i.e., in the event of failure of any Sensor(s), the system should continue to function as normal with the remaining Sensor(s).
- To sense a single 40' opened Container for Flat Rack, so as to permit normal hoist operation. In case of detecting 2 (two) 20' Container under the Spreader, the system will be activated to inhibit hoisting of Spreader.

The Twin Twenty Detection indication should not affect anything when the Spreader is in the 20' or 45' position or the Twist Locks are unlocked. The Twin Twenty Detection indication should not affect lowering of the Spreader or unlocking of the Twist Locks.

B) TYPE OF CONSTRUCTION:

- i) Spreader structural construction must be of double beam design, capable of withstanding high bending, torsion and twisting stresses, resulting from impact, shock and eccentricity loading.
- ii) Fixing arrangement of Spreader with HeadBlock of RMQC shall be quick acting and simple.
- iii) Spreader unit shall be fitted with the following fully driven motions:
 - Telescopic motion to suit different sizes of Containers
 - Twist Lock rotation
 - Flipper actuation
 - All motions shall be operated from the Operator's Cabin of the RMQC.
- iv) Spreader Control Junction Box shall be fitted in the Operator's Cabin, including Conductors, Over Load Relay and Spreader interlock mechanism.
- v) Spreader Switch Gear and Indication Panel shall be provided in the Operator's Cabin.
- vi) Proximity Switches shall be provided for all Spreader operation control, Trolley slow down, etc.



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- vii) Lifting Pad Eyes of 10 Ton capacity shall be provided at each corner of the Spreader, to allow slinging general cargo or a deformed Container. SWL of each individual Lifting Pad Eye shall be clearly indicated. Four (4) additional Lifting Pad Eyes shall be provided on the Spreader centre section, with suitable spacing, to enable lifting of the Spreader.

C) DESIGN STANDARDS:

The Spreader unit, including its materials and equipment, shall be designed and manufactured in accordance with the requirement of international rules, regulations and standards for such equipment. The Spreader structure shall be suitably designed for minimum 2×10^6 cycles. The Spreader shall be designed for easy maintenance. The Spreader shall be incorporating SHOCK ABSORBING DEVICES at the Twist Lock corners.

D) TWIST LOCK:

- i) The Spreader shall be provided with 4 (four) ISO Twist Lock latching devices to cover the following sizes: High Cube, half height and flat rack, as well as all other types of Containers with ISO corner fittings.
- ii) The Twist Locks shall be secured into the Spreader by means of a quick release collar.
- iii) Floating type Twist Locks shall be provided with Hydraulic drive. It shall be possible to manually unlock the Twist Locks, in case of Power or installation failure.
- iv) The Spreader unit shall be able to handle distorted Containers of the minimum following deviations:
 - difference on the longitudinal distance of the corner holes of + 8 mm
 - difference on the transversal distance of the corner holes of + 8 mm
 - out of level of one corner lock in respect of the plane of the other three - 15 mm.
- v) Each Twist Lock Pin shall conform to ISO-ANSI Standards and driven by an Oil Hydraulic Cylinder, which is provided in each corner. All the Twist Locks shall be operated simultaneously within 1.5 seconds.
- vi) The Twist Lock Pins shall be interlocked with the RMQC hoisting operation, so as to prevent hoisting, unless all the Twist Locks are securely engaged or disengaged.



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- vii) The Spreader shall be fitted with a Mechanical, maintenance-free, shock absorbing device/system, at each corner of the Spreader, to reduce impact loads, when landing onto a Container.
- viii) Each Twist Lock shall be uniquely numbered and shall be supplied together with a Test Certificate stating SWL and proof test loads applied.
- E) **FLIPPERS:**
 - i) The corner gathering device, or so called Corner Flippers, shall be provided at all the 4 (four) corners of the Spreader.
 - ii) Each Corner Flipper shall be operated by an Oil Hydraulic Actuator. The Flipper operation can be performed as follows:
 - simultaneous operation of a set at seaside or landside
 - independent operation.
- F) **HYDRAULIC SYSTEM:**
 - i) Operation of Beam expansion shall be carried out by means of Roller Chain transmission mechanism, driven by an Oil Hydraulic Motor or any other improved mechanism with proven capability. Working pressure of the Hydraulic system shall not be less than 100 Bar. Double Hydraulic Power Pack [i.e., 1 (one) stand-by unit] shall be provided.
 - ii) Corner Flippers shall be provided with Hydraulic Drive. Hydraulic Circuit shall be equipped with Pressure Limit Switches, to avoid damage of Flippers, in case of collision against outside obstacles.
 - iii) High Pressure Flexible Hoses shall be provided for Hydraulic system.
 - iv) Filters shall be fitted on both suction and return Oil lines.
 - v) A low level oil switch and a high temperature indicator should be fitted to the Power unit.
 - vi) The Power unit shall be mounted on the Main Frame of the Spreader.

The Oil Hydraulic Piping to each Actuator shall be performed by Flexible Hoses and screw fitting method, to avoid leakage troubles due to vibration and impact.
- G) **SPREADER CABLE:**

Spreader Cable of suitable length, with sufficient number of Core (with 30% spare Core), shall be provided with Spreader. A Cable reeling system should be installed instead of a Cable Basket. The Cable Reel should be installed on Trolley to reel the Cable in and



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out and to keep the Cable suitably tensioned to prevent any snagging of Cable.

H) DUTY CYCLE OF THE SPREADER:

- i) The Spreader unit shall be designed for continuous, i.e. 24 (twenty-four) hours operation.
- ii) The Spreader unit shall be designed to perform minimum duty cycle (ship to berth and berth to ship) per hour of the RMQC, with fully loaded Containers.

I) COMMUNICATION SYSTEM:

For communication between the RMQC and the Spreader, a 2 (two) wire digital communication system should be adopted. The system should incorporate the following basic elements:

- A Crane Node: A device directly interfacing with the RMQC's control system, transmit/receive data to/from the Spreader Node.
- A Crane to Spreader Communication Link: This should be standard, unshielded conventional Cable, which is used between the RMQC and the Spreader.
- A Spreader Node: A device that interfaces directly with the Spreader's sensors, supports discrete signal and provides an interface to the Crane Node. Sensors and Limit Switch should be parallel wired to the Spreader Node, so that all signals should be capable of being individually displayed in the Crane Monitor for condition monitoring and diagnostic purpose.

J) OTHER REQUIREMENTS:

- i) All Motors shall have IP65 protection.
- ii) Electric Motor Space Heater.
- iii) All Terminal Boxes shall be manufactured from Grade SS316 Stainless Steel and shall have IP65 protection.
- iv) Main Junction Box Heater.
- v) The Hydraulic reservoir shall be manufactured from Grade SS316 Stainless Steel.
- vi) Stainless Steel Hydraulic Fittings.
- vii) Stainless Steel Cable Ties.
- viii) ASi Master & Harmonic Filter.



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- ix) 1 (one) no. ASi type Test Panel, with CPU, Cables with Plugs and Power Cables.
- x) The Spreader shall be shot/grit blasted to SA 2.5 Standard and be applied with a high build 3 (three) coat paint system, to a total DFT of minimum 225 microns. Painting of the Spreader shall be compatible with C5-M Corrosivity category, suitable for coastal and offshore areas with high salinity.
- xi) Indicating lights, visible from the Operator's chair and located on the landside of the Spreader, shall be provided for the following:
 - (a) Twist Lock LATCHED (Green light)
 - (b) Twist Lock UNLATCHED (Red light)
 - (c) Spreader landed (White light)
- xii) Access Ladder.
- xiii) Anti Fall Away System (AFAS).
- xiv) Emergency Stop.
- xv) Isolator Switch.
- xvi) Hand Pump.
- xvii) Noise Filter.
- xviii) Overheight Latching Brackets.
- xix) Pump Hour Meter (DIGITAL).
- xx) The Spreader shall have capacity signs showing the SWL of the Spreader painted on each side of the Outer Frame. Each Pad Eye will have its SWL painted on the adjacent part of the structure for easy identification. A manufacturer's data plate will be fitted, stating date of manufacture, tare weight, SWL, equipment serial number and shall clearly state the manufacturer's name and contact details.

5.3.3.6 TELESCOPIC TYPE OVER HEIGHT FRAME/ATTACHMENT:

Telescopic type Over Height Frame/Attachment, when attached to the Mother Spreader, can operate between 20' to 45', with intermediate position at 35' and 40'. This attachment should be provided with a parking cradle and should have a over height clearance of 2 mtrs.

5.3.3.7 LIFTING BEAM WITH HOOK:



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For handling non-containerised cargo, Lifting Beam with Hook of 50 MT capacity should be provided. The Hook must be attached to the Beam. The Hook should be able to swivel 360 degree, for easy manoeuvrability. Provision must be kept for easy attachment and detachment vis-à-vis Spreader.

5.3.3.8 ANTI COLLISION SYSTEMS:

- A) Three(3) anti-collision systems are required -1 (one) to prevent collisions between RMQCs, 1 (one) to prevent collisions between the RMQC Boom and the Ship and 1 (one) to prevent collision between a Container being moved by the Trolley and any obstacle in the traverse trajectory of such moving Container [i.e., Load Collision Prevention System]. Each system shall be designed to automatically prevent damage, in the event that the RMQC is travelling into a possible collision situation.
- B) On detecting a collision situation between RMQCs or between the RMQC Boom and the Ship, the RMQC shall come to stop through ramp down rather than utilising the emergency stop circuits. Detection range shall be such that it will allow enough time for the RMQC to come to a “gentle” stop. An audible alarm, along with red flashing light, need to be installed in the Operator Cabin and would be activated on detecting any collision situation [as detailed in Clause No. 5.3.3.8.A)], up to the time the RMQC comes to a stop.
- C) An over-ride system, to by-pass both the Gantry travel and the Boom Limit Switches, to permit creep speed operation, shall be fitted. The by-pass buttons shall be in the Operator’s Cabin. However, an additional Gantry Travel Over-ride Switch shall be fitted, at a suitable position on the ground level. For maintenance purposes, all anti-collision devices and sensors shall be fully accessible from walkways access platforms.

5.3.3.9 ANTISWAY SYSTEM:

The RMQC shall be fitted with proven Electronic closed loopsway control system, which prevents sway of the load from the beginning. The system shall be capable of damping sway of the Spreader, with rated load, at a Spreader height 10 metres above ground and bringing to a stop within 50 mm displacement, in less than 5 (five) seconds, after the Trolley operating speed is reduced from full design speed to half of full speed.

5.3.3.10 OPERATOR’S CABIN:

- A) An Operator’s Cabin, of generous proportion, shall be provided and positioned under the Trolley, such that the Operator shall have the best possible view, in all directions, during loading/unloading operation of the Container, including better view of working area on the wharf.



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- B) The Cabin for the RMQC shall be totally enclosed type, designed to give maximum visibility. Laminated safety type glass tinted/glazed windows shall be provided on all the 4 (four) sides. The front window shall be of bay type. All windows shall be accessible for manual cleaning from inside and outside. Suitable Screen Wipers shall be provided on the front window. Glass shall also be provided wherever possible in the floor, where it is possible to stand on the same, and the same shall be protected by a grid.
- C) The Cabin shall be constructed from Structural Steel Plates, suitably stiffened and welded. A suitable door, with lock and key, shall be provided. The Cabin shall be built with a clear head room of not less than 2 (two) metres.
- D) An upholstered seat of adjustable height and revolving type, with back rest and hand rest, shall be provided. A fold-up type seat shall be provided adjacent to the Operator's seat, to provide a seat for a second person during Operator training.
- E) All Controls shall be designed for maximum comfort of the Operator. All the indicators shall be placed in a prominent position, to ensure optimum visibility.
- F) All Controls, Indication Panels, on board Computer and Visual Display Unit shall be installed in such a position that the Operator will have clear view to control and regulate the performance and shall be able to transmit data to control Computer system. Supply and installation of the on board Computer and Visual Display Unit are under the scope of the Contractor.
- G) Access to the Cabin, at the parked position, shall be from fixed platform on one side of the Cabin, at level with the Cabin floor.
- H) The Cabin shall be fully enclosed, with dust-tight seals be provided for all doors, windows and Electrical Cable entry points. The Cabin shall be provided with Air Conditioner and Fan.
- I) Noise level inside the Cabin shall be limited to 75 dB, when Cabin door and other windows are closed.
- J) Vibration inside the Cabin shall be limited to such level as to ensure unhampered functioning and safety of all sensitive equipment and also to ensure the Operator's comfort for continuous working.
- K) The following accessories shall be provided in the Cabin:
 - CO₂ type Fire Extinguishers
 - Telephone



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- Handset Stations for public address
- Rechargeable Battery (maintenance-free) operated Emergency Light.
- L) Downward looking rear view mirror shall be fitted such that the Operator can view the Spreader position, which may be partially hidden by the Container stacked between the Cabin and the Spreader.
- M) Container load and Spreader height indicators shall be fitted in Operator's Cabin at eye level, to enable the Operator to read while operating the RMQC. The Operator's Cabin shall be fitted with necessary fittings to enable the Employer to install RDT equipment.
- N) The mirrors shall have remote control adjustment.
- O) A 2 (two) way Telephone system is to be installed, to allow communications between the Operator and the ground level staff.
- P) The Operator's Cabin shall be fitted with necessary fittings to enable the Employer to install the following equipment, supply and installation of which are not under the scope of the Contractor:
 - i) RMQC to Control Room Radio Unit
 - ii) Box location - RDT Unit
 - Modem
 - Control Panel
 - Row/Axle Position Indicator
 - Aerial Unit
 - Special Cabling Unit
 - iii) Provision for Power supply to the above units.
- Q) Copies of standards giving "Safe Use of Crane" shall be displayed in the Operator's Cabin to make the Operator safety cautious while carrying out operations.
- R) Before commencing manufacture, the Contractor shall submit design proposals & layout of the Operator's Cabin for approval and if required, shall provide demonstration and full scale mock-up of the arrangement proposed, including means of effective cleaning of all windows. The Operator's Cabin has to be designed ergonomically, which would be able to sustain humidity and temperature conditions prevailing in Haldia.



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5.3.3.11 CHECKER'S CABIN:

- A) One (1) number Checker's Cabin shall be provided under the landside Sill Beam.
- B) The Cabin shall be weather-proof, with half glazed windows on 2 (two) sides and fitted with a suitable door. The door shall be provided with lock and key.
- C) The inside of the Cabin shall be fitted with a Chair, a Table, suitable lighting for reading & writing and Telephone system connected with the Operator's Cabin as well as the Machinery House.
- D) A Fan shall be fixed to the Cabin.

5.3.3.12 MACHINERY HOUSE:

- i) An all Steel construction and weather-proof Machinery House shall be provided on the RMQC Girder structure, to house all the equipment for load (Container, etc.) hoisting, Boom hoisting, Transformer and related Switchgear, etc. The structure shall be designed to withstand heavy monsoon downpour and calculated wind loading, based on the wind velocities specified in these documents. All walls and roofs shall be made of Galvanized Steel cladding.
- ii) To facilitate replacement of Ropes, self-contained Motor driven Rope-re-reeving Winch devices (compact type) [2 (two) nos.] shall be provided, to ensure rapid and trouble-free re-reeving of Hoist and Cross-traverse Ropes (if applicable). Drum shall be large enough to store 100% of the working length of the Rope. Location of the Winch devices would be in the scope of the manufacturer, i.e., as per OEM standard.
- iii) Fire and smoke detection system shall be provided, including sound alarm in the Operator's Cabin. Noise level outside the room shall not exceed 80 dB, when all components are in operation and all doors & windows are closed.
- iv) Heavy Electric Hoist of capacity 10 Ton or capable of handling heaviest part of the Machinery House, whichever is more, shall be provided and also capable for lifting components from ground level. Hoisting speed in fully loaded condition shall not be less than 4 metres/min.
- v) A work bench fitted with a vice and additional Steel storage shelf racks and lockable drawers, with required hand tools, shall be provided in a suitable place inside the Machinery House.



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- vi) Suitable trap doors shall be provided in the floor of the Machinery House of adequate strength and dimension, to support and allow the largest piece of equipment to pass through. Floor design shall ensure that any oil spillage will be retained within the Machinery House and not drain on to wharf level through floor opening. Drip Trays shall be provided under each Rope Drum.
- vii) The Machinery House shall be of adequate size to provide good access to all equipment for maintenance or assembly, equipped with Industrial Fan and sufficient number of Electrical Sockets.
 - a) All doors shall be provided with lock and key.
 - b) The following accessories shall be provided inside the Machinery House:
 - 2 (two) nos.CO₂type Fire Extinguisher
 - Telephone
 - Handset Station for public address
 - Rechargeable Battery (maintenance-free) operated Emergency Light.
- viii) Ladder shall be provided for access to the roof and for maintenance of roof lights.

5.3.3.13 STAIRS, ACCESS PLATFORMS & LADDERS:

- i) Safe means of access shall be provided to the Operator's Cabin and to every place where any person - engaged in inspection, manoeuvre, maintenance, repair and lubrication of the RMQC- will be called upon to work, adequate handholds and footholds being provided wherever necessary.
- ii) Stairs, rather than Ladders, shall be included in the RMQC, wherever practicable. Design and dimensions of all Stairs, Ladders and access platforms shall comply with the following:
 - The floors shall be designed for the dead load of the structure plus a superimposed live loading.
 - Where galvanized piping is used for Guard Rails or Posts, it shall be seamless welded.
 - Stairways shall not be less than 600 mm wide, measured between the inside edges of the Hand Rails.
 - All Ladders shall be provided with Safety Cages, as per the requirements of F.E.M.



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- All Stairs, Ladders, Hand Railing, access platforms and floor grids located externally shall be galvanised by hot dip process.
- Access platforms and Stairs shall be constructed of open grid Steel flooring. All gates shall automatically close and lock to safety.
- Where vertical Ladders are used, each rung shall be fitted with non-slip surfaced material. Use of deformed construction Steel as “non-slip surfaced material” will not be acceptable.

5.3.3.14 LIFT FOR PERSONNEL:

An Electrically operated Personnel Lift, capable of carrying at least 3 (three) persons with tools, shall be installed along 1 (one) of the landside Portal Legs. The Lift shall have 2 (two) stops, 1 (one) at the Portal Beam level and the other at the Machinery Deck level. The Lift shall have VVVF Control and shall be in complete accordance with the relevant IS specification or equivalent International Standard. Details are to be provided by the tenderer in his offer.

5.3.3.15 WIRE ROPES:

- i) All Wire Ropes shall conform to IS 2266. The tensile strength of the Wire shall be 175-190 kg/sq.mm. Minimum factor of safety for Wire Ropes of all mechanism, other than Anti-sway Device, shall be 6 (six). The same for Anti-sway Device shall be minimum 5 (five).
- ii) All Wire Ropes shall be Galvanized and special non-rotating type, unless otherwise specified.
- iii) The fleet of the Rope shall not exceed 1 in 12 for any relative position of the Sheave/Drum assemblies. The lid of the Rope shall not exceed 5 degree (1 in 12) or other side of helix angle of the groove in the Drum.
- iv) All Wire Rope terminations shall be by Mechanical splicing, using solid forged Thimbles and Aluminium or Copper Ferrules.

5.3.3.16 WIRE ROPE SHEAVES:

- i) Wire Rope Sheaves shall be made of single piece forged Steel or Rolled Steel and mounted on Anti-friction Bearings/Bush Bearings, as applicable. Groove surfaces to be of hardness 320 BHN minimum.



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- ii) The Sheaves shall have machined grooves of uniform diameter, accurately turned and finished smooth. The groove depth, contour, angle and radius shall be as per recommendation in IS 3177.
- iii) Equaliser Sheaves shall have a minimum Pitch Diameter of 25 times the Rope Diameter.
- iv) Diameter of Running Sheaves shall not be less than:
Main Hoist and Trolley -
Traversing Sheaves : 30 times Rope Diameter
Boom Hoisting Sheaves : 25 times Rope Diameter

5.3.3.17 WIRE ROPE DRUMS:

- i) Drums shall be fabricated from Structural Steel conforming to the relevant materials specification recommended in IS 3177.
- ii) The size, length, diameters, grooving, anchorage and strength of the grooved Drums shall be as specified and recommended in IS 3177.

5.3.3.18 REDUCERS:

- i) As far as possible, parallel Shafts design, with single or double helical construction, shall be used.
- ii) Reducer Boxes shall be Steel fabricated, stress relieved and machined, with oil, dust and water-tight enclosures for Gears and Bearings. The Housing shall be split on centre line of Shaft.
- iii) All Reducers shall have inspection openings and lifting lugs. All Reducers shall have on oil filling cap, a visible oil level indicator, a side located oil drain plug and an air breather. All Reducers shall have a permanent magnet plug.
- iv) Durability service factor and strength factor of Reducers shall be 1.5 and 2.5 respectively, based on Motor Power.
- v) All Shaft Bearings shall be anti-friction type, of capacity compatible with the class of mechanism of equipment.
- vi) There shall be no axial movement of the Shaft of the Reducers.
- vii) The Thermal Capacity shall be equal to or greater than the maximum Motor Power rating, Thermal rating of the Reducer shall, in any case, never exceed 80°C. Where justified, external cooling system can be provided.



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- viii) All Gear Reducers for drives of 100 HP and above shall be provided with Bearing Temperature Detectors with 2 (two) stage switches for alarm and trip, with all connections etc.
- ix) Shaft mounted drives of hollow axle type are acceptable.
- x) Bearing Seals shall be labyrinth design to prevent oil leakage and intrusion of contaminants into the Bearings.
- xi) Gears and Bearings shall employ the same lubricant. The method of lubrication shall be such as to supply continuous lubrication to Gears and Bearings when the Reducer is in operation.
- xii) Worm Wheels shall have Steel Disc Centres and Phosphor Bronze Rims.
- xiii) All Spur Gears shall have a 20 degree pressure angle, with involute full depth tooth profile.
- xiv) Reducers shall be designed for transmitting torque in both directions. Reducers should not be self-locking type.
- xv) Equipment shall be designed to operate with a noise level not exceeding 80 decibels, measured at a distance of 1.2 m from Reducer, at a height of 1.5 metres above floor level.

5.3.3.19 BRAKES:

- i) Brakes shall be applied after the speed is reduced to about zero percentage of the rated full speed by regenerative braking. However, in case of emergency stoppage and Power failure, Brakes shall be applied immediately.
- ii) Brakes shall be mounted outside, either on Motor shaft or on high speed Shaft of Reducer. Brakes shall be equally effective in both directions of Shaft rotations.
- iii) Integrated Brakes, for instance with Motor or Reducer, are not acceptable, except for special cases like Cable Reeling Drums.
- iv) The Thermal Capacity shall be adequate to limit the contact surface temperature within the permissible limit recommended by Brake Liner manufacturer for similar application.
- v) Following shall be the Brakes with various drives:
 - a) Hoist Drive:
Two (2) nos. Electro-hydraulic Thruster Disc Brake, with manual release lever.
 - b) Trolley Drive:



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All Motors to be provided with Electro-hydraulic Thruster Disc Brake.

c) Gantry Drive:

Each drive unit should consist of a Shaft-mounted Bevel Helical Gear unit, with directly flanged on AC Squirrel Cage Motor, with in-built Electro-magnetic Disc Brake.

- vi) All Hoist, Trolley and Gantry Drive Brakes should be provided with Sensors.

5.3.3.20 BEARINGS, BEARING SEALS AND PILLOW BLOCK:

- i) Bearings shall be of anti-friction type, with a minimum life expectancy compatible with the class of the mechanism with which they are used, unless specified otherwise.
- ii) On Shafts supported by 2 (two) Bearings, 1 (one) Bearing shall be fixed type and the other a floating type to allow for thermal expansion of the Shaft.
- iii) All Bearing Housings and Pillow Blocks shall be fitted with labyrinth type Seals, suitable for operation in an atmosphere containing very fine and abrasive fertilizer dust and saline water spray.
- iv) All Spherical Roller Bearings in Pillow Blocks shall have Taper Bores and Sleeves for locating on Shafts.
- v) Pillow Blocks shall be of Case Steel construction. Base Plates for Pillow Blocks shall be provided with lockable adjusting screws, for accurate Bearing alignment in a horizontal plane.
- vi) Plain Bearings shall have Bronze Bushings. The Bearing pressure on Plain Bearings shall not exceed the manufacturer's recommended ratings for the material used and the application conditions.
- vii) The Plain Bearings shall have grease grooves and preferably a labyrinth type of Seal to prevent ingress of dust particles to the Bearings. The Bearings shall have minimum life expectancy as mentioned below:
 - a) Bearings for Hoist and Trolley shall be selected for a minimum life expectancy of 20,000 hours.
 - b) Bearings for Hoist Boom system and Gantry Drive shall be selected for a minimum life expectancy of 10,000 hours.

Regarding life expectancy of Bearings, Bearing manufacturer will have to give a certificate.

5.3.3.21 PINS:



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- A) All Pins subjected to wear, due to rotation or oscillation, shall be case hardened, ground and polished. Surface hardness shall be 80 to 85 Shore and depth of case hardening 1 mm minimum and to be provided with greasing points.
- B) The maximum permissible stresses in the design of Pins shall be as follows:
 - Bending Stress : 33% of Yield Stress
 - Shear Stress : 22.5% of Yield Stress
 - Bearing Stress : 40% of Yield Stress

5.3.3.22 COUPLINGS:

- i) Suitable High Speed Couplings shall have to be provided by the Contractor.
- ii) Low Speed Couplings shall be Heavy Duty Gear type Flexible Couplings, with self-contained lubrication and proper Seals.
- iii) Couplings shall be sized for minimum service factor 2, calculated on Motor HP.
- iv) All Couplings shall provide for lateral, angular and longitudinal misalignment of Shafts.
- v) High Speed Couplings shall be selected of a natural frequency such that no resonance can occur at any operational speed.
- vi) Couplings requiring lubrication shall have protection against dirt and dust, incorporated in the design.

5.3.3.23 WHEELS:

- i) The RMQC shall be provided with adequate number of Wheels, to limit the load within the permissible limit. The diameter and strength of each Wheel shall be dependent upon the total maximum Wheel load imposed by static and dynamic forces on the equipment at all conditions.
- ii) Long Travel Wheels shall have cylindrical treads with double flanges. Tread diameter and flange dimension shall be according to IS 1136 and IS 3177 respectively.
- iii) Wheels shall be of Forged Steel. The treads shall be hardened to minimum 320 BHN. Wheels shall be tested Ultrasonically.

5.3.3.24 FASTENERS AND KEYS:



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- i) All Gears, Pinions, Wheels, Couplings, etc., subjected to torsion, shall be keyed to the Shaft, using Parallel Keys and Keyways, in accordance with IS 2048. Idlers may be press fitted on the shafts. Fits and Tolerances shall be in accordance with IS 919 and IS 2709.
- ii) Set Screws shall not be used for transmitting torsion but may be used for holding Keys or light parts in place.
- iii) Unless otherwise specified, all holding down Bolts and machinery Bolts shall conform to IS 1367 for Bolts of 6 to 39 mm diameter and to IS 3138 for all Bolts larger than 39 mm diameter.
- iv) Plain Washers, conforming to IS 2016, shall be used under Bolt heads and Nuts, whenever the material is softer than the Bolts themselves. Spring or Lock Washers shall be used throughout for assembly of all machinery subject to vibration loads.

5.3.3.25 CASTINGS AND HOLES:

- i) All castings shall be sound and free from pin holes or imperfections. Outside surface shall be grit blasted and smooth. Critical castings shall be checked for internal flaws by X-ray or Ultrasonic methods.
- ii) All castings shall have well-rounded corners and generous fillets to avoid stress concentrations. All boss facings under Bolt heads shall be machined.
- iii) Steel castings shall be stress relieved by suitable heat treatment.
- iv) All holes for fitting Bolts and Pins shall be drilled/reamed. Flame cut or punched holes will not be accepted.
- v) Unless otherwise specified, clearance holes for metric Bolts shall be as per IS: 1821 (medium).

5.4 STRUCTURAL DESIGN REQUIREMENTS

5.4.1 GENERAL:

5.4.1.1 The RMQC structure, including its material and other accessories, shall be designed and manufactured in accordance with the minimum requirements of Federation European de la Manutention, F.E.M, 3rd Edition 1987 (Booklets 1 to 5 and 7 to 9) "Rules for the Design of Hoisting Appliances" and shall also comply with all relevant aspects with local regulations. Appropriate British Standards (B.S) or Japanese Standards (J.I.S) or German Standards (DIN) shall also be considered.

The FEM Classification for Steel structure and mechanism should be as follows:

**Section-IX : Schedule Of Requirements (SOR)****a) For Structure:**

Class of Utilization : U7

Load Spectrum : Q2

FEM Classification : A7

b) For Mechanism:

<u>Mechanisms</u>	<u>Class of Utilization</u>	<u>State of Loading</u>	<u>Group Classification</u>
Main Hoist	T7	L3	M8
Trolley Drive	T7	L3	M8
Boom Drive	T6	L3	M7
Gantry Drive	T6	L2	M6

The service life of the Hoist and the Trolley shall be 25,000 hours and the service life of the Boom and the Gantry shall be 12,500 hours.

5.4.1.2 Loading conditions for the Structural Steelwork shall be as stated in Clause 1.2.1.2 of these documents, in conjunction with the stated critical dimensions, hoist speeds and travel speeds, etc.

5.4.1.3 The calculations shall be based on the various conditions of the RMQC working loads, superimposed loads, fatigue loads and wind loads, in conjunction with the dead loads on the structure.

5.4.1.4 The calculations for design of structural members shall indicate that the members are suitable for the critical loading conditions to which they are subjected and that the resulting combined stresses are not greater than the allowable stresses stated in the relevant specifications.

5.4.2 WIND LOADING:

The out of service wind pressure shall be based on FEM requirements. The input data for the wind conditions shall be based on the appropriate wind area of the structural members as defined in the code.

5.4.3 BASIC AND PERMISSIBLE STRESSES:

Will be applicable as per F.E.M.

The FEM classification for the above should be as follows:

Class of Utilization: B9

Stress Spectrum : P2

Classification : E8



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5.4.4 MATERIALS:

- All Structural Steel shall conform to IS:2062 & IS:8500 for High Tensile Steel, wherever applicable.
- All Mild Steel for Bolts and Nuts, when tested, shall have Mechanical properties as per Property Class 6.6 Table 8 in IS:1367.
- All High Tensile Steel for Friction Grip Bolts shall have Mechanical properties corresponding to Symbol 8 G or 10 K of Table V in IS:1367.

5.4.5 Against SOR Clause No. 5.4.4, BS/JIS/DIN Standards or any other International Standards, as per F.E.M, are also acceptable.

5.5 ELECTRICAL REQUIREMENTS

5.5.1 SCOPE OF ELECTRICAL WORKS:

The Contract includes the provision of all Electrical systems, equipment, controls, materials, works and things of all kinds, as necessary for efficient completion, safe operation and minimal maintenance.

A Low Power Auxiliary Emergency Unit for operation of Main Hoist, Boom Hoist and Trolley Travel, with manual coupling/decoupling arrangement, is to be provided, at slow speed, for raising or lowering the Spreader (when the Spreader is down in the Ship's cell and required to be raised out) or the Boom, one at a time, in case of non-functioning of any of the above systems, due to Power failure. This unit should also be capable for operation of Gantry Travel, at slow speed, in case of non-functioning of the said system, due to Power failure. One (1) number Diesel Generator, of suitable capacity, is to be provided for the above emergency operations of the RMQC. This Diesel Generator should be equipped with a Rubber Tyre-mounted Undercarriage to move it as per requirement. The said D.G Set will be connected by a Plug and Socket with the Emergency Drive Unit, close to the base of the RMQC.

5.5.2 GENERAL:

5.5.2.1 The Contractor should provide Motors for Main Hoist, Boom Hoist and Trolley Traverse, all Rectifiers, all Control Systems (Drives), all PLCs (except Spreader PLC), all Automation Modules of the RMQC as well as System Integration of the RMQC from 1 (one) single manufacturer, i.e., either ABB or SIEMENS. No System House of ABB or SIEMENS is acceptable for this purpose.

5.5.2.2 All Electrical and Electronic equipment [including all Control Systems (Drives), Automation Modules and PLC] used on the RMQC shall be of



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latest design/model and will be selected to meet the arduous conditions imposed by all-weather marine environment Container Terminal operation. Mild Steel Conduits, Conduit Fitting, Conduit Junction Boxes and Cable Trays shall be hot-dip galvanized or suitably treated. All Electronic Cards (viz. Drives, PLCs, etc.) should have Conformal Coating.

5.5.2.3 All drives, control equipment and wiring installations shall be adequately rated to meet the duties imposed by the specified operating parameters. Protection against overloads, malfunction or misuse is to be provided.

5.5.2.4 Particular attention shall be made to the safety and comfort of operating personnel and to the ease of access to all parts requiring routine servicing, by maintenance personnel. Where possible and practicable, units requiring removal for maintenance, will be designed on a modular or "plug-in" basis.

5.5.2.5 In general, the design shall be based on the use of similar equipment of proven reliability combined with ease of servicing with minimum "down-time" in the event of failure.

5.5.2.6 No equipment shall cause interference to local or national radio, television and telephone systems. Necessary harmonic suppressor and filters shall be provided on the RMQC.

5.5.2.7 The Electrical equipment to be provided for the RMQC includes the following main items. However, the tenderer shall understand that this list is of a general nature only.

- Flexible Power Cable complete, with collecting Cable Reel mounted on RMQC for 3300V, 3Ph, 50Hz Power feed to RMQC.
- Incoming Load Break Switch.
- Step Down Transformer of suitable rating.
- Circuit Protective Power Distribution Switchgear in ventilated, metal weather protective enclosure, to be installed in the Switchgear Panel in the Machinery House.
- Individual Controllers for the following main drives, all reversing:
 - ❖ Gantry Travel.
 - ❖ Main Hoist Drive.
 - ❖ Trolley Travel.
 - ❖ Boom Hoist.
- Capacitor Banks.



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- Aviation Lights.
- All required Software.
- Lighting System.
- Grounding System.
- Safety and Control interlocking devices and Alarms.

5.5.3 ELECTRICAL DESIGN REQUIREMENTS:

5.5.3.1 Electrical service conditions:

Service conditions of Power supply shall be of 3.3 kV, 3-phase, 50 HZ, from the nearby existing 3.3 kV Sub-station.

Line Voltage variation : $\pm 10\%$

Line Frequency variation: $\pm 3\%$

5.5.3.2 Ambient Temperature:

Air Temperature surrounding the Electrical equipment shall be 0°C to 45°C .

5.5.3.3 Vibration and shock:

The Electrical equipment shall withstand vibration or shock.

5.5.4 ELECTRICAL INSTALLATION STANDARD:

All Electrical installation shall comply with IEE/IEC or equivalent International Standards for Electrical installation. All installation shall be made with regard to safety of persons in the proximity of exposed terminals. All exposed terminals shall be shielded properly.

5.5.5 POWER SUPPLY:

5.5.5.1 Voltage & Frequency variation:

- a) The Electrical equipment shall operate satisfactorily and shall be capable of delivering rated output at rated Power Factor with:
 - i) Terminal Voltage differing from rated value by not more than $\pm 10\%$ or
 - ii) Frequency differing from rated value by not more than $\pm 3\%$.
- b) Adequate Power at 3300 Volts, 3 Phase, 50 HZ, AC, will be made available by HDC, in the vicinity of the Landside Rail.

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The Junction Box (JB) [Material of construction: Stainless Steel SS 316] for the Trailing Power Cable of the RMQC will have to be provided by the Contractor, with suitable provision for termination of the Power Cable [3.3 kV Grade, 3 Core, XLPE, 400 sq. mm] of HDC.

The pit for Junction Box for Feeder and Trailing Cables would be located at the middle point of the Crane Travel Distance (Ref.: SOR Clause No. 5.1.2.1), near the Landside Gantry Rail. For this, an additional length of 40 m of Trailing Power Cable of the RMQC is to be considered by the Contractor.

The requisite Civil work (for installation of the JB in the vicinity of the Landside Rail) would be carried out by HDC, based upon dimensions and other relevant parameters to be provided by the Contractor, immediately after design appraisal.

- c) All other arrangement, including Flower (for guiding the Trailing Power Cable of the RMQC), will have to be arranged by the Contractor.

5.5.5.2 Power Transformer: 3-phase, 3.3 kV / 415 V, 50 Hz \pm 3%.

Capacity	:	KVA rating as required by load
Rating	:	As per requirement of the load
Connection	:	Delta-star with neutral solidly grounded.
Vector Group	:	DYn11
Tapping Range	:	\pm 5% in 2.5% steps (Two Taps above and two Taps below normal) by means of Off-Circuit Tap Changing Links or Tap Switch.
Type	:	Enclosed Dry - type Transformer.
Temperature-Rise Limit.	:	140° C.
Rated Lightning Impulse Withstand Voltage	:	40 kV (peak).
Cooling	:	Natural air cooling.
Alarm	:	High temperature with alarm contacts



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Accessories	:	As per IS Standard or equivalent FEM/BS/JIS/DIN Standard or any other international standard approved by Classification Society is also acceptable.
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5.5.5.3415 V Switchgear:

Low Voltage Switchgear metal enclosed as follows:

- a) Rating: 415 Volt, 3-phase, 4-wire, 50-cycle.
- b) Enclosure: Free standing, general purpose.
- c) Upper compartment with:
 - Ammeter and Selector Switch
 - Voltmeter and Selector Switch
 - Energy Meter
 - Test Plug for externally connected recording instruments
 - Current Transformers, 800/5A
 - 2 Potential Transformers 415/110 V complete, with Primary and Secondary Fuses.
- d) Centre compartment with:

Main Secondary Air Circuit Breaker, 800 amperes (minimum) continuous, 3-pole, fixed type stored energy, manually operated with standard trip units, 50,000 RMS amp. IC Mechanical door interlock to prevent the door from opening when the Breaker is closed, and key interlocked with the 3.3 kV main incoming Load BreakSwitch.
- e) Lower compartment with:
 - Space for future Circuit Breaker.
- f) A ground bus shall be installed to run the length of the cubicle. The cubicle shall be completed with necessary buses, terminals wiring, etc. and shall be completely factory wired and tested and ready for installation.
- g) Rear of the cubicle with bolted-on cover.

5.5.6 ELECTRICAL CONTROL ROOM:

5.5.6.1 An Electrical Control Room for all Control Cubicles and Electronic devices shall be provided.

5.5.6.2 The Control Room shall be double panelled, well insulated from sound and heat and air conditioned. The room shall be sufficiently large enough to allow safe movement and well illuminated.



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- 5.5.6.3 The temperature inside the Control Room shall be maintained at about 20 degrees Celsius during operation. Industrial Air-conditioner units, of suitable number and capacity, shall be installed, considering peak load and 100% redundancy.
- 5.5.6.4 Electrical Control Room shall be provided with Computer Monitor, CPU, Keyboard, Mouse, Printer, etc., connected with the RMQC's PLC. This Computer will function as CMS Station cum Engineering Station (i.e., for troubleshooting of Drives, PLCs, Spreaders, etc.). All troubleshooting Software (including Spreader PLC) should have Licence Keys on USB. All Crane software shall be such that it can be modified and read at any time with suitable password. CPU will store all type of faults (at least last 100 nos.), which can be assessed and print out of which can be taken on the Printer. The room shall be equipped with suitable size desk and drawers for Computer. A comfortable adjustable chair shall be provided.
- 5.5.6.5 Electrical Cabinet shall be provided, with suitable capacity Space Heaters, to protect equipment against humidity.
- 5.5.6.6 The walkway surface shall be covered with suitable anti-static and anti-skid Rubber matting. Matting shall have a minimum voltage resistance of 3,300 Volts.
- 5.5.6.7 All Drives should be AC Drives. Each Drive should be Digital, with independent programme.
- 5.5.6.8 For identification, all Wire terminations to be provided with numbers of their Junction Box and Panel numbers.
- 5.5.6.9 Voltmeter(s), Ammeter(s), Power Meter(s), Energy Meter(s), etc. are to be provided, by the Contractor. Power Factor Meter is also to be provided by the Contractor. The minimum Power Factor should be 0.95.
- 5.5.6.10 Fire and smoke detection system shall be provided, including sound alarm in the Operator's Cabin.

5.5.7 EARTHING AND BONDING:

All Electrical installations shall be adequately earthed, to protect Electrical equipment from damage during lightning storm. Lightning Arrestors shall be provided at the tips of the Boom and Mast Structure of the RMQC. The structure of the RMQC shall be Electrically bonded to the Rail.

Equipment grounding:



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The Earth Cores of the Trailing Cable will be brought out at the Slip Ring and this will be linked up to the Neutral of the L.V Side of Transformer and further grounding will be effected from this point.

The Transformer Secondary Neutrals, all non-current carrying parts of Electrical apparatus will be permanently and effectively grounded by means of ground clamps, in accordance with applicable codes.

Earthing Brushes/Shoes, with Copper connections, will be provided, connecting the Gantry Equaliser Trucks and Wheels' Electrical to the Rails. Material of the Earthing Shoe should be softer than the Rail.

5.5.8 CABLES AND WIRES:

5.5.8.1 Stranded Copper shall be used for conductors in all wiring and Cables shall be sized in accordance with the requirement of IEC. Signal Transmission Cables shall be individually screened. Twisted Differential Pair Cables for transmission of signals are also acceptable.

5.5.8.2 All Signal Cables shall have the same characteristics and impedance and installed separated from Power Cables. Single strand wire shall not be used. All layout of wiring in the control cubicles shall be designed to prevent spreading of fire.

5.5.8.3 Terminations of all Cables shall be made with solderless crimped lugs, with proper numbering. Cables shall be connected only at Terminal Blocks in Panels, Control Boxes, Junction Boxes or at the Terminal of Electrical equipment.

5.5.8.4 All connector or terminal blocks shall be installed in single stack manner, such that easy access can be made to the Cable terminations, without having to remove anything. There shall be at least 2 (two) terminal blocks.

5.5.8.5 All connections shall be made with due consideration for the safety of maintenance staff. Not more than 2 (two) Cables shall be terminated at any terminal point. All terminals shall be properly insulated with PVC Sleeves. Use of PVC Tapes on the terminals is not allowed. Every Cable shall be secured and supported in such a manner that the Cable and its termination shall not be exposed to Mechanical strain.

5.5.8.6 All Cables shall be run in conduits, trunking, ductings and supported by clips at appropriate spacing. Cables shall be laid in an orderly manner and according to the requirements of the IEC/IEE regulations. All Cable entries, other than inside weather-proof enclosure, will be glanded.

5.5.8.7 Space Factors of not more than 40% shall be applied to Cables in the conduits. All Cables shall be protected from the sharp edges of the structure and Junction Boxes.



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5.5.8.8 All conduits (rigid or flexible) and trunking shall be water-tight and continuous, providing protection to the entire length of the Cables and positioned such that they are protected from accidental damages.

5.5.8.9 Every Cable shall be properly marked at both sides. Marking of Cables shall be done by permanently hot stamping the identifications onto PVC Sleeves. The numbering of the Cables shall be properly documented and shall be consistent and easy to interpret.

5.5.8.10 Numbering system of the Cables shall be systematic, such that maintenance staff can easily identify the location, function or Electrical system of a Cable through the number. 10% (ten percent) of spare Control Cables shall be provided, properly marked and terminated at spare connector or terminal blocks throughout the RMQC.

5.5.8.11 Fixed Cable should be Crosslinked Polyethylene (XLPE) insulated with PVC sheathed or PVC insulated and sheathed for Power Cable and PVC insulated for Control Cable.

5.5.9 MOTORS:

5.5.9.1 The construction of all Motors shall meet the requirements of IEC. Motors shall be suitable for intensive use and continuous operations in local environment with minimum maintenance requirement, with 20% additional capacity of pick up demand.

5.5.9.2 The Voltage rating of all AC Motors should be 415 V, 50 Hz.

The Motors for Main Hoist, Trolley, Boom Hoist and Gantry should be provided with Class 'F' insulation (temperature rise limited to Class 'F'), special Insulation Features (Dual Coat Winding, Vacuum Pressure impregnation, etc.) and insulated Bearings (for Frame Size > 280) for operation with VVVF drives. The Motors for Main Hoist, Trolley, Boom Hoist and Gantry of the RMQC shall be of minimum IE2 Efficiency Class.

All other AC Motors should be of Class 'F' insulation.

5.5.9.3 Motors for Main Hoist, Trolley Drive, Boom Drive and Gantry Drive shall be provided with over-current, over-temperature and single-phasing protections. All exposed moving parts of the Motors shall be adequately guarded. Terminal Blocks shall be provided on the Motors for connecting the Power Cables. Over Speed Sensors shall be provided for Hoist and Boom Motors. Inverter shall have over speed protection function for Trolley and Gantry by setting the Inverter parameter.

5.5.9.4 The Motors for Main Hoist, Trolley, Boom Hoist and Gantry should be provided with IP55 degree of protection for operation with VVVF Drives.

All other Motors, if installed in areas exposed to the atmosphere, shall not be less than IP55 protection.



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5.5.9.5 For the Main Hoist, Boom Hoist, Trolley Travel Motors and Gantry Travel Motors, Sensors shall be provided to monitor temperatures of Bearings and windings, as applicable.

5.5.9.6 Anti-condensation heating elements shall be provided inside the Motors to ensure that when the Motors are not running, the heating elements can provide a proper temperature to prevent condensation for the Motors at Hoist, Boom, Trolley and Gantry.

5.5.10 SPEED DRIVES:

5.5.10.1 GENERAL:

- a) All Drives, including Drive for Main Hoist, should be AC Drives. They shall be designed and constructed to provide quiet operation and require little maintenance. All Drives shall be four quadrant reversible using VVVF (Variable Voltage Variable Frequency) Drives.
- b) All AC Drives shall be fully Digital using IGBT Devices.
- c) The basic diagnostic and sequencing control shall be implemented by a Programmable Logic Controller (PLC).
- d) The field control I/O Modules shall be installed in the Electrical Room and other places, like Operator's Cabin, Boom Control Station and Long Travel Landside Cabin. These I/O Modules shall be connected by a high-speed data link.
- e) Communication between the Digital Drives and Programmable Logic Controller shall be linked with a high-speed data link. The extended diagnostic features shall be included by introducing a Crane Management System linking PLC and AC Inverter Drives.
- f) The Drives shall be provided with accurate setting of the operation parameters, with absence of drift from set values. There shall be complete protection against accidental or other disturbance of the set parameters. The drives shall be able to perform fast and accurate communication with the control logic and between drives.
- g) All adjustment of setting for the drives shall be digital and shall be effected through digital keypads with liquid crystal displays, with password, so as to ensure that accurate adjustment can be made by the maintenance staff, if any requirement arise.



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- h) No Potentiometers for the above adjustment shall be allowed. The parameter settings must be retained in memory during a power failure.
- i) All Drives shall be equipped with capabilities to protect the control circuitry. Back-up protection for the Drive system shall be provided by Circuit Breakers external to the Drives. No Fuses shall be used for back-up protection.
- j) Drives shall also be able to signal the PLC, if any, of the parameters have gone off-limit or if there is any failure of any function. The Drives shall have the capability to perform self-diagnostics and to retain diagnostic information for future interrogation.
- k) Data and information about the behaviour of minimum 8 (eight) different signals during each fault condition, for up to minimum 100 previous faults, shall be retained by the Drives, even if the Power supply is turned off. Diagnostic messages shall be displayed in the LCD Screens of digital keypads.
- l) AC Drives shall be incorporated with full minimum protection against fault conditions inclusive of feedback loss, phase loss, over current (Electronic fuse-less sub-cycle trip), sustained overload, over temperature, processor scan failure (watchdog timer), internal Power supplies out-of-range, Power circuit discontinuous.
- m) Hoist load speed characteristics shall be such that the hoist speed varies continuously with light loads above the rated speed, with constant Power characteristics.
- n) The speeds of Drives shall be step-less and variable from low to full speed. Accelerations and decelerations shall be linear and shall have provisions for limitations of acceleration or deceleration to pre-set value even if an excessive fast controller action is being applied.
- o) Deceleration shall be accompanied Electrically and regeneratively with the Brakes applied, only when the motion has slowed down to essentially stopped condition.
- p) The AC Drive control elements shall be modularised for easy inspection and maintenance. Monitoring and diagnostics facilities shall be incorporated into the controllers.
- q) The systems shall be interconnected by means of standard buses, interfaces and communication links.



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5.5.10.2 SPEED CONTROLLER:

- a) Master Controllers, located in the RMQCOperator's Cabin, shall be used to effect the Main Hoist, Trolley and Gantry operation.
- b) The Controllers shall be standardized and interchangeable. They shall be spring returned type.
- c) Off position interlocks shall be provided for the Master Switches, so that they have to be returned to the off position of re-starting of RMQC drives after unintentional stopping. Simultaneous operation in the following combinations of motions shall be available:
 - i) Main Hoist motion and Trolley Travel motion.

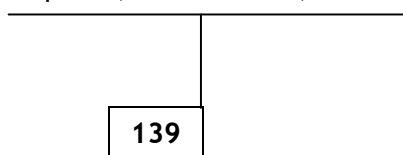
5.5.10.3 POWER ELECTRONICS:

The total Power required for Main Hoist, Trolley, Boom Hoist and Gantry Travel is to be split into 2 (two) nos. Rectifiers (comprising of IGBT Devices, together with clean Power Filter and adjustable Power Factor correction), which will supply the power to the common DC Bus. The Inverters for the Drive System will be connected to the common DC Bus. The rating of the above 2 (two) nos. Rectifiers should be so chosen that in the even of 1(one) Rectifier not working, the RMQC will function with reduced speed and performance.

The Power supply arrangement for the Drives should be in line with the sketch given below, to achieve certain redundancy in case of non-functioning of any one of the Inverters.

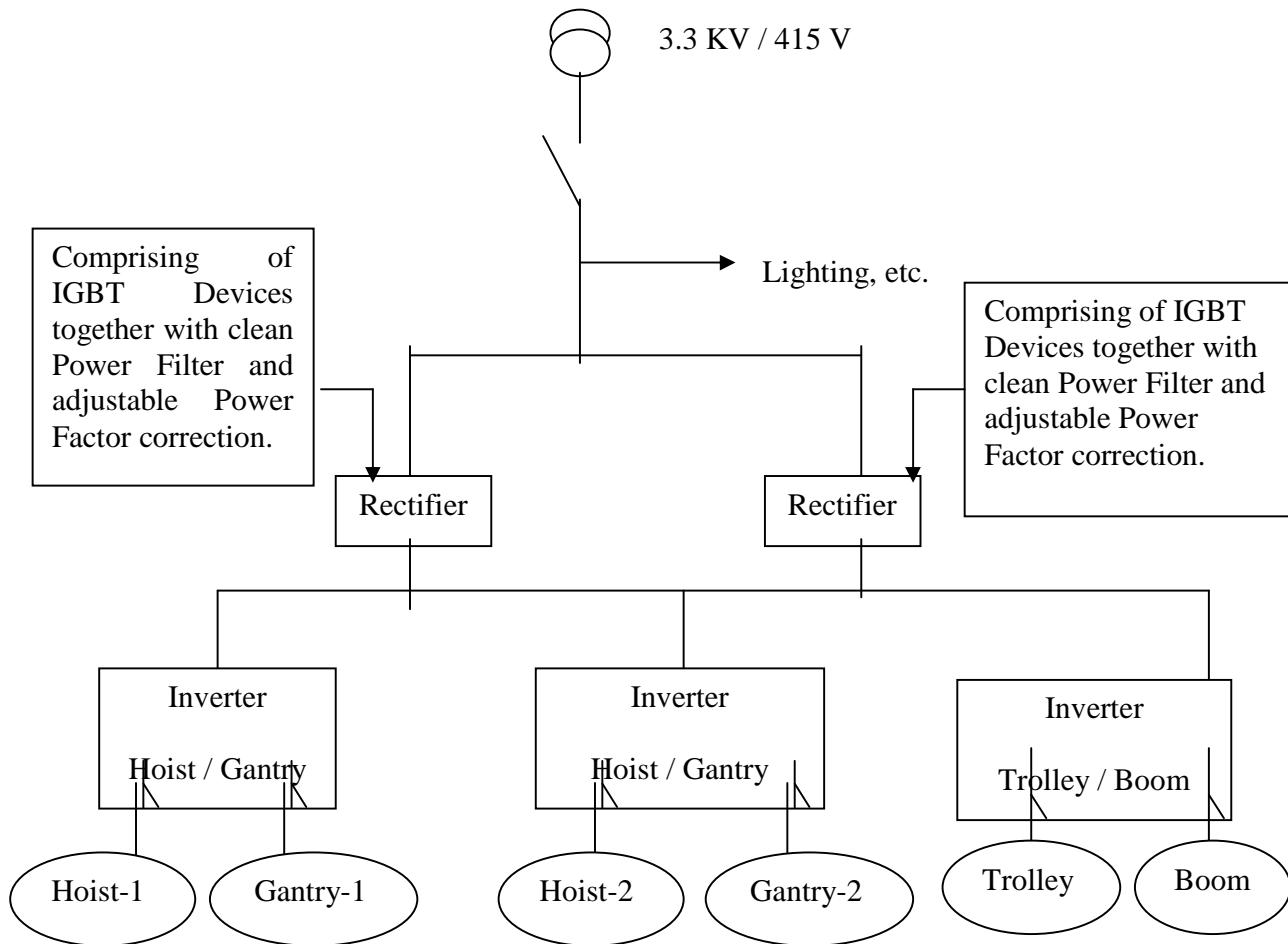
SCHEMATIC POWER SUPPLY ARRANGEMENT FOR DRIVES

3-phase, 3.3 KV \pm 10%, 50 Hz \pm 3%





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* NOTE: 1 (one) Standby Inverter shall be provided for the 2 (two) Inverters for Hoist-1:Gantry-1 and Hoist-2:Gantry-2 while 1 (one) Standby Inverter shall be provided for the Inverter for Trolley-Boom. Suitable mechanism shall be provided for easy switch over to the Standby Inverters, as per requirement.

5.5.10.4 SEQUENCE CONTROL:

- i) All sequencing and interlocking functions for drives, except emergency protection functions shall be performed by Programmable Logic Controllers (PLC).



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- ii) The PLCs shall be able to intercommunicate with each other through a standard network following the OSI (Open System Interconnection) communication architecture.
- iii) The system of communication shall be properly structured, organized and standardised. The PLC shall have multi-tasking and remote communication capabilities. Any of these PLCs in the network shall readily be able to interrogate other PLC connected to the same network.
- iv) All components of the PLC shall be ruggedised for use in industrial environments of high temperatures, dust, vibration, humidity, electrical noise or other harsh conditions.
- v) The PLC shall have sufficient memory capacity to hold control algorithms for more than one process plus 100% redundant memory capacity. There shall be facilities and space provided for adding memories for future developments. It is envisaged that flexible data logging functions will be utilized in the future.
- vi) Storage devices for programs and data storage shall be provided. There shall be provisions for logging a fault data. The storage device shall be sized to provide 30% spare capacity above the requirements of the delivered system.
- vii) The terminal shall be capable of providing independent off-line development of programmed and documentation. Expansion of the programmable logic controllers shall be by plug-in modules to the common rack.
- viii) The PLCs shall have self diagnostic capability both upon power on and continuously during operation. Faults detected shall be clearly and promptly annunciated by audio alarm and visual displays.

5.5.11 INSTRUMENTATION:

- 5.5.11.1 All gauges, dials, indicators, instruments, etc. shall be sufficiently large and clear to be read quickly and shall be fitted in positions where the glass may be cleaned without personnel being endangered by moving machinery.
- 5.5.11.2 The following instruments shall be provided, in a weather-proof Panel with glass window, inside the Electrical House:
 - A) Non-resettable Electro-mechanical Hour Meters, with at least 7 (seven) digits display, to log the operating hours of the following components:
 - i) Main Hoist Motor



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- ii) Trolley Travel Motor
 - iii) Boom Hoist Motor
 - iv) Gantry Travel Motor
 - v) Crane operating hour.
- B) A non-resettable 7 (seven) digit Electro-mechanical Counter to register the number of Containers handled.
- C) The following instruments shall be provided on the doors of controls cubicles inside the Electric Control Room:
- i) Volt, Current & Frequency Meters to monitor incoming Power supply as well as the input Electrical supply for Hoist, Trolley/Boom and Gantry System.
 - ii) Kilowatt-hour Meter to measure the energy consumption of the RMQC.
 - iii) Maximum Demand Meter.

5.5.12 FESTOON CABLES:

- 5.5.12.1 All festoon cables shall be bundled together to prevent the cable from hitting the rail and steel structure. There shall be 10% of spare wires of various applicable sizes for Control Cables. Serial communication system shall be adopted.
- 5.5.12.2 Festoon cables carriers shall be designed such that the cables need not be removed from the carriage when the carriage bearings or rollers are replaced.
- 5.5.12.3 The carriers shall also be designed for quiet operation. Rubber bumpers shall be provided on both sides of every carrier. When the bumpers of two adjacent carriers are in contact, the cables supported by the carriers shall not touch one another.
- 5.5.12.4 Alloy chains shall be provided to link the cable carriers to prevent mechanical strain on the festoon cables. Standard button head type grease nipples for lubricating the bearings of festoon carrier rollers shall be provided on each roller.
- 5.5.12.5 U-shaped platform with sufficient working space for maintenance and replacement of the carriers and cables shall be provided. Every cable on the cable carrier shall be individually clamped to the carrier to ensure that there is no slippage of cable on the carrier.

5.5.13 CABLE REELS:

- 5.5.13.1 The Cable Reeling Drum shall be mounted on the RMQC structure, on the land side of the Seaside Rail. The length of the Flexible Trailing



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Power Cable shall be 330 metre, considering Crane Travel Distance of 260 metre on either side [Ref.: SOR Clause No. 5.1.2.1], an additional length of 40 m (keeping in view that the pit for Junction Box for Feeder and Trailing Cables would be located at the middle point of the Crane Travel Distance, near the Landside Gantry Rail) and ensuring 5 extra turns always on Reel and on Cable Anchor.

5.5.13.2 The Flexible Cable shall consist of 4 Power + 2 EarthCore Tinned Copper Conductors of adequate length. Limit Switches placed on Reeling Drum shall ensure 5 extra turns always on Reel and on Cable Anchor. The Cable shall be EPR Rubber insulated with Neoprene Outer Jacket for use on 3300 Volts system. Cable shall be suitable for 90° C Conductor temperature and suitable for two-way-pay-out Motor-driven Cable Reel application.

5.5.13.3 Power Cable Reel will be monospiral wind Electric Torque Motor driven, designed to retrieve the previously specified Power Portable Cable. The Reel is furnished with a 200 Amp. 4 Conductor, plus ground, 5 kV Collector Ring and Torque Motor equipped with Brake, operating on 415 Volts, 3-phase, 50 Cycle Power source, with the following features:

- Epoxy encapsulated Collector Ring assemblies for moisture protection.
- Water-tight Collector Ring enclosure, factory pre-wired, for ease of installation.
- Extra space in the Collector Ring enclosure for stress coning.
- Heavy duty Ball Bearing self-contained Collector Ring and Brush assembly.
- Heavy duty 100% Stall Copper Bar Rotor Torque Motor totally enclosed non-ventilated with Brake.
- Rotary type Geared Limit Switch for overrun protection.
- Heavy duty construction with dry galvanize primer, epoxy enamel finish and Stainless Steel Fasteners.
- Sheet metal enclosure fabricated with minimum 10gauge metal.

5.5.13.4 Provision shall be made in the termination chamber of the Cable Reel, for independently earthing the Transformer Secondary Neutral.

5.5.14 SAFETY WARNING DEVICES:

5.5.14.1 One pair of aviation warning lights shall be installed on top of the Mast. Another pair shall be installed at the tip of the Boom.

5.5.14.2 Red strobe type warning lights and audio warning unit shall be fitted at all 4 (four) corners of the RMQCGantry Bogies. The lights and audio unit shall be automatically activated when Gantry motion is selected.



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5.5.15 ELECTRICAL SUPPLY OUTLETS:

240 V, 16 A, 6 Pin, Socket Outlets with Switches shall be installed at the following areas:

- | | | |
|-------|---------------------------|---|
| i) | Machinery House | : 4 units of which 1 unit shall be near the work bench. |
| ii) | Electric Control Room | : 4 units. |
| iii) | Top of Mast | : 1 unit. |
| iv) | Boom end | : 1 unit |
| v) | Girder end | : 1 unit |
| vi) | Along the Boom and Girder | : 3 units |
| vii) | Checker's Cabin | : 2 units |
| viii) | Operator's Cabin | : 3 units |

60 A, TPN, 415 V AC, 3-phase Socket Outlets with Switches for welding purposes shall be installed at the following areas:

- | | | |
|------|------------------------|-----------|
| i) | On the Platform | : 1 unit |
| ii) | Machinery House | : 1 unit |
| iii) | Near Boom Girder Joint | : 1 unit |
| iv) | Seaside Leg | : 2 units |
| v) | Landside Leg | : 2 units |

All Power Socket Outlets shall be of weather-proof type.

5.5.16 LIGHTING:

5.5.16.1 All lighting, including flood lights, fluorescent lights, aviation lights, etc., will be of LED type and will be provided by 240 V, Single Phase Supply.

5.5.16.2 The lighting system will provide sufficient illumination to all work areas of the RMQC, including Ladders, Lift, Platforms, Walkways, Trolley Platform, Main Hoist Motor enclosure, Electrical Control enclosure, Operator's Cabin.

5.5.16.3 Flood lights shall be so arranged that the minimum illumination on ground level shall be as follows:

- | | | |
|------|---------------------------|-------------------|
| i) | Under the Boom and Girder | : Minimum 80 Lux |
| ii) | Under the Trolley | : Minimum 200 Lux |
| iii) | Between RMQCLegs | : Minimum 100 Lux |



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- iv) MachineryHouse : Minimum 300 Lux
- iv) Electrical Control Room : Minimum 300 Lux
- v) Operator's Cabin : Minimum 100 Lux
- vi) Walkways, Stair and Access Ladder : Minimum 80 Lux

5.5.16.4 The lighting in the Machinery House, Electrical Control Room and Operator's Cabin shall be of LED type.

5.5.16.5 All light fixtures shall have safe and easy access for replacement of Bulbs/Lamps. All floodlight fixtures (except on the Trolley Platform) shall be positioned such that the replacement of Bulbs/Lamps is possible during RMQC operations, using walkways provided.

5.5.16.6 All floodlight fixtures shall be suitable for outdoor duty and shall be prominently numbered to facilitate easy identification when individual floodlight fails.

5.5.17 CRANE MANAGEMENT SYSTEM (CMS) AND PLC CONTROL:

5.5.17.1 The RMQC shall be equipped with Fail Safe PLC System, with Fail Safe Digital Inputs and Outputs for all operational Inputs and Outputs. Such Fail Safe PLC system shall have Cold Standby CPU also.

5.5.17.2 Computerised Crane Management shall be installed on the RMQC and working in conjunction with the PLC will provide continuous monitoring, diagnostics and data collection on the RMQC's operating system and main machinery components. CMS shall operate independent of the Computer aided operation system. System should be able to transmit CMS information to a maximum of 3 (three) additional remote PC/Laptop, at a time, where the CMS screens - as can be viewed in the Computer in the Electrical Control Room - can also be viewed. Wave Navigator Licence or similar licence, if required for this purpose, shall be provided by the Contractor. System should also be equipped with provision for sending of important information of RMQC status and alarm/fault messages as SMS message using the GSM cellular network.

5.5.17.3 A Laptop (in addition to the Computer to be provided in the Electrical Control Room), having the same configuration and facilities as the Computer in the Electrical Control Room, shall be provided with the RMQC, so that the same can be used in the event of any defect in the Computer in the Electrical Control Room.

5.5.17.4 The rack-mounted industrial Computer Crane Management System shall provide, but not limited to, the following functionalities:



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A) Comprehensive Fault Diagnostics:

The system shall provide the technician with fault diagnosis and suggested remedial action(s), so that the fault can be corrected quickly. The proposed program shall be delivered with all possible fault situations and at least 3 (three) remedial actions for each fault already installed into the system by the manufacturer.

The system shall also be equipped with Remote Diagnostic Facility.

B) Multiple event/alarm log, capable of downloading into ASCII file.

C) Electronic chart re-coding.

D) Replay function.

5.5.17.5 Maintenance data including preventive maintenance:

a) Main consumable spare parts shall have pre-set replacement intervals. Utilization hour of these components shall be captured online and compared with pre-set figures prompting the maintenance team when a component is due for replacement.

b) The system shall be flexible enough to allow the pre-set replacement intervals and list of components to be altered by the maintenance team. Entry into system shall be protected by "password". The system shall incorporate large hard disk space and a tape or CD back up system.

5.5.17.6 Crane Production Data:

a) Information shall be categorised into per vessel, per shift, per day and per month. Utilization of Main Hoist Motors, Trolley Motor, Gantry Travel Motors and Boom Hoist Motor shall be captured online and be available whenever required.

b) Weight of Container being lifted shall be captured by a suitable Load Weighing System and shall be displayed at the Operator's Cabin.

5.5.17.7 PLC Control:

Programmable Logic Controller (PLC) shall be used for all sequencing and inter-locking functions for drives, except the emergency protection functions. All PLCs shall be protected from repetitive Voltage surges and Power cuts.



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5.5.18 COMPUTER AIDED OPERATIONS SYSTEM:

- 5.5.18.1 Computer aided operations system shall be incorporated in the design to enable the Operator to perform semi-automatic Hoist Trolley operation in a safe manner. The basic control of the RMQC shall be designed in such a way that the system is not totally dependent on the Electronic/Computer gadgets and manual operation, bypassing Electronic/Computer aided system can be resorted to, without hampering the safety of the RMQC operation.
- 5.5.18.2 The semi-automatic system shall allow the Operator to locate the Spreader onto a Container, hoist it to a pre-set height and then choose the auto-motion. Hoist-trolley cycle will be carried out automatically to pre-set parameters. Final lowering of the Spreader and un-locking of the Twist Locks shall be carried out by the Operator. At any time, the Operator shall be able to manually take over the operations and the system shall respond to his actions.
- 5.5.18.3 Chassis Positioning System: The RMQC shall be provided with suitable system to assist the Tractor/Trailer drivers to position Containers on the RMQC centreline. Accuracy shall be +/- 0.3 m. It shall not be necessary to move the RMQC to locate the Spreader on top of a Container. This system shall be for single lane and 2 (two) way movement of Tractor/Trailer.
- 5.5.18.4 At least 3 (three) sets of all Software programs, installed on the RMQC, shall be given to the Employer, together with all necessary hardware and literature, which will allow alterations to be made in the programme by the Employer/Engineer.

5.5.19 STANDARDS:

Manufacture and installation of all Electrical equipment shall conform to applicable Electricity Rules and minimum requirements of the following Indian Standards. Equivalent International Standards (e.g. FEM/BS/JIS/DIN/IEC, etc.), approved by classification societies, are also applicable.

- IS 1886 : Installation & Maintenance of Transformers.
- IS 900 : Installation and Maintenance of Induction Motors.
- IS 3043 : Code of Practice for Earthing.
- IS 2309 : Protection of building and allied structures against lightning.
- IS 2026 : Power Transformer.
- IS 2274 : Electrical Wiring Installation (System Voltage exceeding 650



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- IS 694 : Specifications for PVC Insulated Cables for working Voltages up to and Including 1100 Volts.
- IS 1554 : Specifications for PVC insulated (Heavy Duty) Electric Cables.
- IS 10118 : Code of Practice for Selection, Installation and Maintenance of Switchgear and Control Gear.

5.6 PAINTING REQUIREMENT

5.6.1 GENERAL:

5.6.1.1 All Structural Steel components need to be protected permanently and effectively against any formation of rust, thus avoiding weakening of the cross-sections. Protection against corrosion shall be achieved by painting. As the paint coating is effective only if it adheres completely and permanently to the Steel surfaces and if the paint resists quick wear, proper procedure needs to be followed in this regard. The recommendation of BS 5493 Code of Practice for "Protective Coating of Iron and Steel Structures against Corrosion" and European Standard EN ISO 12944 or equivalent standard shall be followed. Protective systems shall be compatible with C5-M Corrosivity category, suitable for coastal and offshore areas with high salinity.

5.6.1.2 Steel work made of Stainless Steel and Steel surfaces treated with anti-corrosive coating need not be painted, unless specified otherwise for providing a final colour coating.

5.6.2 PREPARATION OF SURFACES FOR PAINTING:

5.6.2.1 All surfaces of components to be painted shall be thoroughly cleaned of all foreign matters adhering to the Steel surface, to Swedish Standard Specification SA 2 & 1/2 or equivalent Standard, by means of blasting grit. Use of Scraper, Wire Brush and Pig Hammer is acceptable, whenever blasting with grit is not possible due to lack of access.

5.6.2.2 The thoroughly cleaned surfaces shall receive paint within 6 (six) hours following the removal of rust. If this period of 6 (six) hours is not observed, due to any reasons whatsoever, the surfaces intended to be painted shall have to receive a new cleaning, by grit blasting, before the coat of paint is applied.

5.6.2.3 A) Any removal of rust adherent to surfaces by means of Chemical solvent is prohibited.



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B) Subsequent to the removal of rust, oil and grease deposits shall be removed with Chemical solvents. Wet surfaces shall be dried and painting shall generally be done immediately after cleaning.

5.6.2.4 Welding areas shall not be painted until after the completion of welding operations. However, wherever welding has to be carried out after erection at site, the shop coat of paint shall be removed thoroughly before welding and the adjoining Steel surface, including welding area, shall be repainted, after proper cleaning as specified herein.

5.6.2.5 In case of interrupted welding seams, the front points shall be thoroughly cleaned from rust.

5.6.3 SPECIFICATIONS OF PAINTING:

5.6.3.1 Minimum 2 (two) coats of Epoxy Base Zinc Rich Primer shall be applied by Airless Spray. The total Dry Film Thickness (DFT) shall be minimum 60 microns.

5.6.3.2 After application of the Primer, all surfaces shall receive 1 (one)/2 (two) coat(s) of High Build Epoxy Paint, by Airless Spray, to achieve a total DFT of minimum 120 microns for such High Build Epoxy Paint. The finish/final/top coat shall be of glossy acrylic Polyurethane (with good gloss and colour retention), of minimum 60 micron DFT, to be applied by Airless Spray. The said paint system shall establish an endurable protection of the Primer coat. It shall be resistant to atmospheric heat, reflect heat and rays and withstand Mechanical stresses without crumbling. The total DFT for the said coats shall be minimum 180 microns. The colours for the finishing coat(s) shall be Glossy Grey.

5.6.3.3 Total DFT for the system painting shall be minimum 240 microns. Wet thickness gauges shall be used continuously by the Contractor, during application, to ensure that dry thickness requirements will be met.

5.6.3.4 Only touch up painting will be done at site.

5.6.3.5 For Steel work intended to be painted only at site, a primary coat of Red Oxide Zinc Chromate shall be given at the shop before despatch.

5.6.3.6 Internal surfaces of non-sealed, accessible box sections shall be suitably protected from corrosion. Typically, this may be a similar paint system to the external surfaces, with a thicker intermediate coat, but excluding the final decorative coat.

5.6.3.7 Steel work for Stairs, Access Ladders, Hand Railing, Platforms, etc., shall be hot dip galvanized. Due to the extremely corrosive nature of the atmosphere, a thicker coating than normal is required. This shall be achieved by batch hot dip galvanizing, after grit blasting to SA2.5, to achieve a nominal thickness of 120 microns for Steel thickness greater than 6 mm.



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- 5.6.3.8 Surfaces, which do not require painting, shall be covered or otherwise protected during coating on adjacent work. Immediately after painting of the machine is finished, non-ferrous parts and surfaces, which do not require painting, shall be coated with suitable corrosion preventive material.
- 5.6.3.9 After erection, the manufacturer shall repair to the original standards all paint works damaged during the course of shipment and erection.
- 5.6.3.10 All moving parts shall be painted with Yellow and Black cross stripes, so as to attract the attention of any person standing in the vicinity. Also, the Yellow paint should be of fluorescent type, to enable night time identification.
- 5.6.3.11 Capacity signs showing the Safe Working Load of the RMQC shall be fitted to both sides of the Gantry structure and shall be clearly legible from ground level.
- 5.6.3.12 Two (2) separate boards of suitable size (2' x 10'), duly painted with the name (HALDIA DOCK COMPLEX, KOLKATA PORT TRUST) and logo of the Port, are to be fixed properly on the top on both sides of the RMQC, which can be visible easily from the ground level.
- 5.6.3.13 RMQC Number is to be painted on RMQC Beam and Front Legs, with 3" thick letters. RMQC Number shall be informed to the Contractor before shipment.

5.7 TRAINING & MANUALS

5.7.1 TRAINING OF EMPLOYER'S PERSONNEL:

5.7.1.1 GENERAL:

The Contractor shall have to assign qualified Structural, Mechanical, Electrical and Electronics specialists, as may be necessary, to instruct the Employer's personnel in the operation and maintenance on all equipment installed under this contract. The training sessions, theoretical and practical, will be performed at office and the site of the work, as applicable.

The aforesaid Training Programme has to be imparted to the categories of personnel mentioned hereunder and the training modules have to be prepared by the Contractor accordingly, to suit the said categories of personnel. The tentative number of personnel in each category are as follows:

- a) **Engineers** - 10 (Ten) Heads.
- b) **Supervisory personnel** - 10 (Ten) Heads.



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Duration of Training Programme has to be decided upon by the Contractor, considering the requirement of training specified in **GCC Clause No. 5.7 (Trainings & Manuals)**.

5.7.1.2 TRAINING SESSIONS:

- a) The training sessions shall include operations, maintenance and servicing of all Mechanical and Electrical components (including Electronic and Computer) of the RMQC. Special training shall be provided for the Electrical Controls and RMQC Drive System by Engineering and Service personnel employed by the Contractor.
- b) The sessions shall also include hands-on trouble-shooting, where the Contractor inserts known faults into the system to demonstrate the fault diagnostic capabilities of the fault diagnostic centre.
- c) The Contractor shall furnish detailed Training Manual to the Employer.

5.7.2 OPERATING & MAINTENANCE MANUAL:

- A) The Contractor shall provide Operating & Maintenance (O&M) Manual (as detailed in SOR Clause Nos. 5.8.3 & 5.8.4), which will cover operation, lubrication, maintenance and inspection of the RMQC, including routine and major maintenance of Mechanical and Electrical components. Routine and major inspection of the structure shall be covered by the Structural Maintenance Manual. Detailed Electrical drawings shall be included with each O&M Manual.
- B) The O&M Manual shall be hard bound and indexed for easy reading. The Contractor shall furnish 5 (five) sets of O&M Manual along with supply of the RMQC.

5.8 DRAWINGS, MANUALS, TEST CERTIFICATES, ETC.

5.8.1 DRAWINGS:

5.8.1.1 The following as built drawings shall be provided with the RMQC, prior to hand over of the RMQC:

- i) All drawings for purchased items.
- ii) As built drawings [to be supplied in (a) DVD/CD in PDF format, (b) 1 (one) copy each in Reproducible Tracing Format (RTF) and (c) 2 (two) copies each in good quality paper used in printer/plotter].
- iii) Single Line Electrical schematic drawings.



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- iv) Outline drawings with principal details and leading dimensions of major Electrical equipment.
- v) General Arrangement drawings, with principal details and leading dimensions, etc.
- vi) Stability drawing.
- vii) Diagram showing Wheel loads, corner loads and loads on RMQC Rail Beam.
- viii) Stress diagram.
- ix) Complete set of all Structural, Mechanical, Electrical, Hydraulic and access drawings.
- x) Schematic Electronic and Programmable Control details.
- xi) Schematic arrangement of Hoist Wire Ropes, Anti-sway Wire Ropes, Hydraulic Circuit, Machinery and Machinery House arrangements, etc.
- xii) General Arrangement of the Operator's Cabin, clearly indicating the location of various controls and indicators.

5.8.2 The components and sub-assemblies covered by the drawings, schedules and other data, submitted in accordance with the above, shall include, but not by limitation, the following:

- Structural details.
- All Winch arrangement and details.
- Bogie arrangement and details.
- Trolley arrangement and details.
- Spreader and heavy lift arrangement and details.
- Machinery Room details.
- Power equipment arrangement and details.
- Cable routes and schedules.
- Lighting equipment details.
- Electrical Panel diagrams.
- Cable Reeling Drum details.
- Operator's Cabin equipment arrangement.
- Wire Rope schedules.

5.8.2.1 ELECTRIC CIRCUIT DIAGRAMS:

Electric Circuit Diagrams shall incorporate the following features:



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- Show inputs on the left and outputs on the right such that the general sense of Power and Logic flows from left to right and top to bottom of each sheet.
- Include a line numbering reference system.
- Show component designations.
- 5.8.3 PARTS CATALOGUES:
- Parts catalogues for purchased items.
- 5.8.4 OPERATING& MAINTENANCE MANUAL:
- 5.8.4.1 All technical and operating instruction manuals.
- 5.8.4.2 All operating and instruction manuals for CMS.
- 5.8.4.3 A fully detailed Operating Manual for the RMQC, equipment and component parts including:
 - a) Setting up and test procedures
 - b) Operational duties and restrictions
 - c) Maintenance and replacement schedules
- 5.8.5 The information supplied, when read in conjunction with the Maintenance Manuals, shall enable the technician to undertake all necessary repairs, disassembly, reassembly, fault finding procedures and any other maintenance or repair procedures to be undertaken, without reference to further documentation.
- 5.8.6 Test Certificates:
- 5.8.6.1 Final Test Certificates for Electrical and Mechanical items.
- 5.8.6.2 Steel Mill Certificates.
- 5.8.6.3 All materials and components parts Test Certificate.
- 5.8.7 A fully detailed “As constructed” performance specification of the RMQC and equipment including:
 - 5.8.7.1 Wheel loadings.
 - 5.8.7.2 Operating speeds and accelerations.
 - 5.8.7.3 Commissioning tests results.
 - 5.8.7.4 Statutory Test Certificates.
 - 5.8.7.5 Others as per scope of work.
- 5.9 INSPECTION AND TESTING
- 5.9.1 GENERAL:
- 5.9.1.1 The Engineer or his Representative shall have, at all reasonable time, access to the Contractor's premises/work site and shall have the power



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at all reasonable time to inspect, examine and test the materials and workmanship of the work during its manufacture as well as on other premises if a part of the work is being manufactured there.

5.9.1.2 Only such work will be accepted and paid for, which the Engineer or his authorised representative may certify to be in strict accordance with the contract.

5.9.1.3 The Engineer or his authorised representative, on giving seven days' notice in writing to the contractor, setting out any ground of objections, which may have in respect of the work shall be at liberty to reject all or any materials of workmanship in the subject of any of the said grounds of objection which are not in accordance with the contract.

5.9.1.4 In all cases where the contract provides for tests, whether at the premises of the Contractor or any Sub-contractor or elsewhere, the Contractor, except where otherwise specified, shall provide free of charges such labour, materials, electricity, fuel, water, stores, apparatus and instruments as may reasonably be demanded, to carry out sufficiently such tests of the work in accordance with the contract and shall at all times facilitate the Engineer and his assistant to accomplish such testing.

5.9.1.5 The cost of all tests and/or analysis effected at the Contractor's or Sub-contractor's work and on the site shall be borne by the Contractor. The cost of independent test and/or analysis, which the Engineer or his authorised representative may cause to be made and which prove satisfactory shall be borne by the Contractor and also the Contractor will be called upon to pay all expenses incurred by the employer in respect of any work found to be defective or of inferior quality, adulterated or otherwise unacceptable.

5.9.1.6 The Employer shall appoint a Third Party Inspection Agency from any one of Lloyd / DNV / ABS / BV / IRS (who are having their offices in India as well as carrying out inspection outside India), at the cost of the Employer, for carrying out stage-wise inspection, like material, welding, sub-assemblies, painting, erecting, testing, commissioning etc. and shall produce the certificates to Engineer or his authorised representative at the time of testing of the equipment, at Employer's site.

i) The scope of the Third Party Inspection Agency also includes design appraisal of the RMQC, including calculation checking of various load design under static, dynamic and high wind velocity with dead/live loads, earthquake loads, stability checks and fatigue analysis, as per design parameters.

ii) The Contractor shall have to submit a Quality Assurance Plan (QAP) and a Field Quality Assurance Plan (FQAP), based on the Scope of work, Technical Specification and



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other terms & conditions stipulated in the bidding documents. The QAP & FQAP shall be approved by the Engineer, after the same are duly recommended by the 3rd Party Inspection Agency. The Technical Inspection & Certification will be carried out by the 3rd Party Inspection Agency, in accordance with approved QAP & FQAP.

5.9.1.7 The RMC without inspection, examination and testing shall not be painted or prepared for shipment or transportation, as the case may be, without the consent of the Third Party Inspection Agency, as being ready for a shipment or transportation. Such passing or consent shall not relieve the Contractor from the liability to complete the contract works in accordance with the contract.

5.9.1.8 The tests shall include operational and capacity tests, as per IS/BS/JIS/DIN/FEM. The capacity test for hoist motion shall be with an overload of 25% in excess of the rated working load. The date for operational and capacity test shall be set by the Contractor and shall be informed to the Employer in advance. The Contractor shall be responsible for any adjustments or corrections found necessary during the test.

5.9.1.9 The Contractor shall arrange for load testing of the equipment by a competent agency notified by Dock Safety Inspectorate at the Employer's site and submit the certificate to this effect to the Engineer.

5.9.2 SHOP TESTS AND INSPECTION:

5.9.2.1 TESTS:

- A) The Contractor shall provide samples of materials for examination or testing as requested by Engineer or his representative or the Third Party Inspection Agency. Mill Shop Test Certificates shall be furnished by the Contractor.
- B) The Engineer or his representative reserves the right to determine whether any of the material including finished items offered or delivered for use in the work are suitable for the purpose. Test/tests will be as per procedures specified in the relevant standards/codes of international repute. The cost of such tests will be to the account of the Contractor.
- C) In the event of the test revealing, that the equipment/material is faulty, the Engineer/the Third Party Inspection Agency/the Contractor may have the option to repeat test. The cost incurred for such repeat test will be to the account of the Contractor. In case, the equipment/material is found to pass the test and if the Engineer or his representative or the Third Party Inspection Agency, is not satisfied by the tests and orders a repeat test on



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the same equipment/material, the cost of such repeat test shall be borne by the Contractor.

- D) Sampling and testing of materials for approval and testing as called for under appropriate Indian Standard or other relevant International Standard specifications shall be done free of charge well before fabrication and use. Samples provided to the Engineer or his representative or the Third Party Inspection Agency shall be in labelled boxes suitable for storage. Late submission of samples and test values shall not be accepted as valid reason for delay in completion of the contract.

5.9.2.2 INSPECTION:

- A) At the discretion of the Engineer, all materials and workmanship may be subjected to inspection by the Engineer or his authorised representative or the Third Party Inspection Agency, at the place of manufacture or fabrication of the Contractor and/or the Sub-contractor or at the site of work.
- B) HDC reserves the right to inspect any material, equipment and manufacturing with prior notice of 15 days.
- C) In case of sub-letting to other contractors or manufacturers or suppliers by the Contractor, the Engineer will reserve the right as follows:
- i) that inspection and/or testing will be carried at the Sub-contractor's works; or
 - ii) that inspection will be carried out at site; or
 - iii) that inspection will be waived subject to the Contractor furnishing a certificate of compliance with specification by a competent authority recognised by national/international institutes.
- D) The Contractor shall notify the Engineer of the dates on which manufacture or fabrication of items is to be carried out at the supplier's factory or the dates on which items of standard manufacture will be available for inspection and/or ready for despatch. In the case of items in the manufacture of which intermediate stages are to be inspected as the work proceeds, the contractor shall notify the Engineer from time to time the dates at which such inspection can be made. The contractor shall allow reasonable time for the Engineer to arrange inspection or give permission for despatch as the case may be.
- E) Notwithstanding the fact that a material or a piece of equipment has passed the inspection carried out during manufacture, the contractor is not relieved from his obligations to conform to the quality, workmanship, guarantees of performance, etc. as per the relevant terms of this contract.



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- F) Any defective material, equipment or workmanship, which may come to the notice of the Employer, Engineer or his representative after erection and installation shall be liable for rejection and the contractor shall have to replace such material, equipment, etc. or rectify the defects at his own cost.

5.9.2.3 INSPECTION OF WELDING JOINTS:

- A) Welding work, casting and forging shall be subjected to radiographic or ultrasonic testing as instructed by the Engineer and Test Certificate shall be furnished. The Engineer or his representative or the Third Party Inspection Agency reserves the right to examine the Radiographic Films of welding joints independently. In case of difference of opinion on a Radiographic Film about the soundness of any welding joint between the Contractor and the Engineer, the opinion of any testing laboratory/institute in India approved by Indian Standard Institute shall govern.
- i) Suitable means shall be adopted in identifying each radiographically tested joints with reference to the radiographic films even after commissioning and the same information shall be furnished to the Employer at the time of delivery of the equipment for documentation.
- ii) Minimum 300 millimetre for each 1000 millimetre length of welding joints shall be radiographically tested in the following cases:
- a) Whenever design/manufacturing drawings call for testing.
- b) In case the major load carrying members are made of more than one piece to make up the dimensions by welding.
- iii) The Engineer reserves the right to test radiographically about 3% length of any other welding joints, which are not covered in above para(ii).
- iv) If any of the test shows defective welding, further test shall be carried out. All such tests shall be at the contractor's cost.
- B) All radiographic quality welding joints shall be principally grade 'black'. However, grades 'blue' and 'green' will also be acceptable, subject to the approval of the Engineer, on tension



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and shear load carrying members respectively, provided they are of short lengths.

5.9.3 SHOP ASSEMBLY:

5.9.3.1 Equipment shall be shop assembled prior to shipment to the extent required to ensure satisfactory field installation. All critical dimensions shall be verified, all motions checked and equipment tested in the shop prior to shipment. All sub-assemblies and part shall be match-marked and metal tagged with part number to facilitate field assembly.

5.9.3.2 Hardware and software in case of control system shall be checked and tested prior to shipment to site.

5.9.3.3 Tests shall cover:

- i) Pre-power up tests, wiring connection checks.
- ii) Power-up tests
- iii) Functional tests
- iv) Simulation and testing of software.

5.9.3.4 Copies of all test reports shall be submitted to the Engineer.

5.9.4 FIELD TESTS ADJUSTMENTS:

5.9.4.1 The Contractor shall be responsible for all necessary adjustment of machinery and equipment to obtain efficient operation.

5.9.4.2 All critical and specialised adjustments shall be carried out in the presence of Engineer or his representative or the Third Party Inspection Agency. Procedure and necessary precautions in regard to such adjustments shall be conveyed to the Engineer in writing.

5.9.4.3 The Contractor shall be responsible for testing individual components/equipment, commissioning of the RMQC and the system as a whole wherever applicable.

5.9.4.4 After completion of the erection of the RMQC, all equipment and machinery shall be tested. The RMQC shall be run without load and all necessary adjustments shall then be completed.

5.9.5 TEST:

5.9.5.1 The tests shall comprise the following:

- A) Equipment/unit assembly test.
- B) Adjustments and settings.



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- C) Final operational tests at rated capacities.
- D) Crane speed Test.
- E) Operation of all limit switches, safety trips, cut outs, emergency stops and control device.
- F) Duty Cycle tests,
- G) Reliability tests.

5.9.5.2 Before any Electrical system is put to use, the Contractor shall carry out the following tests at site in presence of and to the satisfaction of the Engineer/Third Party Inspection Agency:

- A) Insulation Resistance Tests on Cables, Motors and Transformers.
- B) High Voltage Tests on all Cables above 1.1 kV rating.
- C) Tests for verification of time current characteristics of all the Thermal Overload Relays, Over Current Relays (both induction disc and attracted armature types) and over current and short circuit release on Moulded Case Circuit Breakers, Air Circuit Breakers, etc. as applicable.
- D) Tests for earth(ground) continuity and earthing (grounding) resistance of electrodes.
- E) Polarity tests wherever applicable.

5.9.5.3 For the period of adjustment and setting, the contractor shall provide services of an adequate number of personnel, which shall include, but not be limited to, engineers, foreman, fitters, welders, electricians etc. who apart from their technical experience are well acquainted with all the machinery and equipment.

5.9.5.4 All tests shall be carried out in the presence of the Engineer or representative or the Third Party Inspection Agency and any corrections found necessary shall be approved by the Engineer and the contractor shall be responsible for producing all necessary work sketches and drawings for the approval of the Engineer. The contractor shall be responsible for obtaining the services of sub-contractor (as and when necessary).

5.9.5.5 The tests shall include operational and capacity tests. The capacity test for hoist motion shall be with an overload of 25% in excess of the rated working load. The date for operational and capacity test shall be set by the Contractor and after consent of the Engineer. The Engineer shall be informed of the date in advance. The contractor shall be responsible for any adjustments or corrections found necessary during these tests.



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- 5.9.5.6 The contractor shall demonstrate that the RMQC shall be able to meet the duty cycle requirement specified herein without any undue strain and vibration. It shall be able to achieve the speed of various motions as assumed for duty cycle calculation by the contractor. The test for duty cycle shall be carried out on minimum twenty containers in succession and time taken for each cycle shall be noted. Such test, as described above, shall be repeated three times and mean time of all the cycle times will be used to arrive at the achievable duty cycle per hour. Providing Operator(s) to carry out demonstration of duty cycle is under the scope of the Contractor.
- 5.9.5.7 Contractor shall carry out Endurance Test before handing of the Equipment to the Employer. The Endurance Test shall be performed for minimum 24 hours operation in 3 phases for each equipment. Each phase the RMQC will be put to continuous operation for 8 hours minimum. Providing Operator(s) to carry out the Endurance Test is under the scope of the Contractor.
- 5.9.5.8 All brakes shall be tested with 25% overload of the RMQC. In addition, each brake for the hoisting and trolley motions shall be tested under full load from the associated maximum rated working speed to rest, not less than three times in quick succession.
- 5.9.5.9 All limit switches and safety apparatus for hoisting, trolley and long travel drives shall be tested and adjusted as required.
- 5.9.5.10 All the 'Off' position interlocks and switches on the controllers shall be tested.
- 5.9.5.11 a) Test for verification of time-current characteristics of all thermal overload relays, over current relay and over current and short circuit release on moulded case circuit breakers, air circuit breakers, etc. as applicable.
- c) All circuits and equipment shall be tested by the contractor for grounds, short circuits and proper operation.
- 5.9.5.12 A certified record of the test figures along with the appropriate certificates of tests and inspection under the Dock Safety requirements shall be supplied by the contractor.
- 5.9.5.13 After the erection at site the contractor shall arrange inspection of the RMQC, by the Chief Electrical Authority of Government of India and submit the inspector's approval certificate as soon as possible after the inspection.
- 5.9.5.14 When the RMQC is completed in all respects and adjustments and testing are over, final operational tests at rated capacities shall be carried out in presence of the Engineer or his representative or the



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Third Party Inspection Agency, and if accepted, the RMQC shall be handed over to HDC when the final operational tests at rated capacities will be successfully completed.

- 5.9.5.15 The contractor shall during the period of commissioning instruct the Employer's staff in the operation of the equipment and acquaint them with adjustments that are made. The Employer's staff shall be given reasonable opportunity to become conversant with the operating features of the equipment.
- 5.9.5.16 All materials and equipment, which fail during the test shall be replaced by the contractor without any extra cost to the Employer and the test shall be repeated on the new equipment/item. All instruments and tools required for tests shall be supplied by the contractor.

5.10 List of Manufacturer

Sl. No.	Description	Manufacturer
A. <u>Mechanical Parts:</u>		
1.	SPREADER	BROMMA / STINIS / RAM
2.	SPREADER CABLE REEL UNIT	CAVOTEC / SPECIMAS / DELACHAUX / STEMMANN
3.	ALL HYDRAULIC PACKAGE AND EQUIPMENT	PARKER / REXROTH / VICKERS
4.	GANTRY, MAIN HOIST, BOOM HOIST & TROLLEY BRAKES	BUBENZER / SIBRE-SIEGERLAND
5.	BEARINGS	SKF / FAG
6.	LIFT FOR PERSONNEL	ALIMAK / CHARNOCK
7.	OPERATOR CABIN	MERFORD / BRIEDA
8.	BUFFER	OLEO / ENIDINE / KOB



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9.	RAIL CLAMP	HILLMAR / RIMA
10.	PAINT	HEMPEL / AKZONOBEL / BERGER PAINTS / SHALIMAR PAINTS / ICI / JENSON & NICHOLSON / ASIAN PAINTS / GOODLASS NEROLAC
B. <u>Control/Electrical Parts:</u>		
1.	GEARED MOTOR FOR GANTRY	ABB / SIEMENS / SEW / NORD / PIV
2.	MOTORS FOR MAIN HOIST, BOOM HOIST & TROLLEY; ALL RECTIFIERS; ALL CONTROL SYSTEMS (DRIVES); ALL AUTOMATION MODULES AND RMQC PLC	ABB / SIEMENS
3.	SYSTEM INTEGRATION OF RMQC	ABB / SIEMENS
4.	SPREADER PLC	ABB / SIEMENS
5.	SPREADER CABLE	CAVOTEC / SPECIMAS / LABBKABEL (OLFLEX) / SIEMENS / AEG / STEMMANN
6.	TRAILING CABLE	PRYSMIAN / CAVOTEC / SPECIMAS / LABBKABEL (OLFLEX) / SIEMENS / AEG / STEMMANN

* **NOTE:** If BRAKES of BUBENZER / SIBRE-SIEGERLAND are supplied with Hydraulic Power Pack of BUBENZER / SIBRE-SIEGERLAND, the same are also acceptable.

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Section - X

General Conditions of Contract (GCC)

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A.

6.1 Definitions

GENERAL PROVISIONS

In the conditions of contract (“these conditions”), which includes particular conditions [Part-A & Part-B] and these general conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

6.1.1 The Contract:

- a) **“Contract”** means and includes these **bidding documents** in entirety (including all Addenda and Corrigenda, if any), the **specification**, the **drawings**, the **priced PRICE SCHEDULE**, the **bid/offer**, the **Letter Of Acceptance**, the **Contract Agreement** (when Contract Agreement would be completed in all respect) and such further documents as may be expressly incorporated in the **Letter Of Acceptance** or **Contract Agreement** (when Contract Agreement would be completed in all respect).
- b) **“Contract Agreement”** means the executed Contract Agreement referred to in **ITB Clause No. 4.36 [Signing of Contract Agreement]**.
- c) **“Contract documents”** means the documents listed in the Contract Agreement, including any amendments thereto.
- d) **“Letter Of Acceptance (LOA)”** or **“Work order”** or **“Order letter”** means the formal acceptance of the bid (and placement of order with the successful bidder), issued by or on behalf of the Employer, including any adjustments or variation to the bid agreed between the Employer and the successful bidder and includes its enclosure(s), annexure(s), etc., if any.
- e) **“Specification”** means the specification of the work included in the contract and any modification thereof or addition thereto made under **GCC Clause No. 6.13 [Additions and alterations]** or submitted by the Contractor and approved by the Engineer, in writing.
- f) **“Drawings”** means **all drawings, calculations and technical information** and **Operation & Maintenance Manuals**, etc., provided by the Engineer to the Contractor under the contract and all **drawings, calculations, samples, patterns, models**, etc., including modification, if any, and other **technical information** of a like nature, submitted by the Contractor and approved by the Engineer.



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- g) **“Tender” or “Bid”** means the proposal (priced offer), along with all supporting documents, submitted by the bidder to the Employer for consideration.
- h) **“PRICE SCHEDULE”** means the priced and completed **PRICE SCHEDULE FORM**, forming part of the bid.
- i) **“Tenderer” or “Bidder”** means the individual firm or **Lead Partner** [in case of association, in the form of a Licensing Agreement or a Technical Collaboration Agreement or a Joint Venture Agreement or a Consortium with other manufacturer(s)], who submits the bid, duly filled up and signed, along with all the required documents and payment instruments, in strict compliance of the conditions/requirements stipulated in these bidding documents.
- j) **“Contract data”** means the pages completed by the Employer entitled **Contract data**, which constitute **“Part-A”** of the **“Particular Conditions of Contract (PCC)”**.

6.1.2 Parties and persons:

- a) **“Party”** means the **Employer** or the **Contractor**, as the context requires.
- b) **“Employer” or “Board” or “Trustees” or “Kolkata Port Trust” or “KoPT”** means the Board of Trustees for the Port of Kolkata (Calcutta), a body corporate under **Section 3** of the **Major Port Trusts Act, 1963** (as amended from time to time), including their successors, representatives and assigns.
- c) **“Contractor” or “Successful bidder” or “Successful tenderer”** means the person or persons, firm or company, whose bid/offer has been accepted by the Employer and is named as such in the Contract Agreement or his representative(s), who is/are duly authorised to deal the contract.
- d) **“Contractor’s representative”** means the person(s) named by the Contractor in the contract or appointed from time to time by the Contractor, under **GCC Clause No. 6.22 [Contractor’s personnel and Contractor’s representative]**, who acts on behalf of the Contractor.
- e) **“Sub-contractor”** shall mean a person or persons, firm or company to whom a part of the work has been sub-contracted by the Contractor, with prior consent of the Employer.



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- f) **“Contractor’s personnel”** means the Contractor’s representative and all personnel whom the Contractor utilises on site, who may include staff, labour and other employees of the Contractor and of each Sub-contractor, and any other personnel assisting the Contractor in the execution of the work.
- g) **“Engineer”** means the person appointed by the Employer to act as the Engineer for the purposes of the contract and named in the **Contract data**, or other person appointed from time to time by the Employer and notified to the Contractor under **GCC Clause No. 6.19 [Replacement of the Engineer]**.
- h) **“Engineer’s Representative”** means any sub-ordinate 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 **GCC Clause Nos. 6.16 to 6.18** hereof.
- i) **“Engineer-in-charge”** means employee of KoPT, authorised by the Engineer to look after the physical execution of the contract, at site level, during the pendency of contract.
- j) **“Haldia Dock Complex”** or **“HDC”** means a Dock Complex situated at Haldia, under **Kolkata Port Trust**.
- k) **“Chairman”** means the Chairman of the **Board of Trustees** for the Port of Kolkata (**Kolkata Port Trust**) and includes the person appointed to act in his place under **Sections 14 and 14A** of the **Major Port Trusts Act, 1963**.
- l) **“Deputy Chairman”** means the Deputy Chairman, Haldia Dock Complex and includes the person appointed to act in his place.
- m) **“General Manager (Engineering)”** means the Officer appointed to take charge of Plant & Equipment Division, Infrastructure & Civic Facilities Division and Materials Management Division of HDC, under the supervision of the Deputy Chairman, HDC.
- n) **“Senior Deputy Manager (P&E)”** means the Officer of Plant & Equipment Division of HDC, reporting to the General Manager (Engineering).

6.1.3 Dates and periods:

- a) **“Completion period”** means the time of completion/period of execution notified under **GCC Clause No. 6.67 [Completion period]**.



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- b) **“Month”**, for the purpose of this contract, shall mean the period starting from the date of commencement in any month to the previous date of the following month, as per English Calendar.
- c) **“Week”**, for the purpose of this contract, shall mean any period of 7 (seven) consecutive English Calendar Days.
- d) **“Day”**, for the purpose of this contract, means English Calendar Day.

6.1.4 Money and payments:

- a) **“Contract price”** or **“Contract value”** means the sum named in the **“Letter of Acceptance (LOA)”** of the bid/offer of the Contractor, subject to such additions thereto and deductions therefrom, as may be made by the Engineer, under the provisions contained in these bidding documents.
- b) **“Cost”** means all expenditure reasonably incurred (or to be incurred), by the Contractor, whether on or off the site, including overhead and similar charges, but does not include profit.

6.1.5 Work:

- a) **“Work”** means the work to be executed in accordance with the contract and includes authorised **“Extra work”**, **“Excess work”** and **“Temporary work”**.
- b) **“Temporary work”** means all temporary work of every kind required in or about the execution, completion or maintenance of the work and includes (without thereby limiting the foregoing definitions) all temporary erections, scaffolding, ladders, timbering soaking vats, site offices, cement and other godowns, platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and mixing platforms.
- c) **“Excess work”** means the required quantities of work, in excess of the provision made in the contract, against any item of the **“Price Schedule”**.
- d) **“Extra work”** means those work, required by the Engineer for completion of the contract, which were not specifically and separately included in the schedule of items of the work (i.e. **“Price Schedule”**) of the bidding documents.



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6.1.6 Other definitions :

- a) **“Constructional plant”** means all appliances or things, of whatsoever nature, required in or about the execution, completion or maintenance of the work or temporary work 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.
- b) **“Site”** means the land and other places, on, under, in or through which the contract is to be executed or carried out and any other lands or places provided by the Employer for the purpose of the contract.
- c) **“Excepted Risks”** means 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).
- d) **“Approved / approval”** means approval in writing.
- e) **“Force Majeure”** is defined in **GCC Clause No. 6.91 [Definition of Force Majeure]**.
- f) The headings in these GCC and PCC shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

6.2 Contract documents

- 6.2.1 The several documents forming the contract are to be taken as mutually explanatory of one another and should anything appear in one, which is not described in the other, no advantage shall be taken of any such omission.
- 6.2.2 In case, any discrepancies or inconsistencies however appear or should any misunderstandings arise as to the meaning and of the specifications or drawings or as to the dimensions or the quality of the materials or the due and proper execution of the work or as to the measurement or quality and valuation of the work executed under this contract or as extra thereupon, the same shall be explained by the Engineer or his authorised representative.



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| 6.3 Interpretations | <p>6.2.3 The explanation of Engineer or his authorised representative shall be final and binding upon the Contractor and the Contractor shall execute the work according to such explanations, and without extra charge or deductions and do all such work and things as may be necessary for the proper execution of the contract as implied by the specification and drawings, even though such work and things are not specifically shown and described therein.</p> <p>6.3.1 In the contract, except where the context requires otherwise:</p> <ul style="list-style-type: none">a) words indicating one gender include all genders;b) words indicating the singular also include the plural and words indicating the plural also include the singular;c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;d) “written” or “in writing” means hand-written (manuscript), type-written, printed or Electronically made, and resulting in a permanent record, under or over signature and seal, as the case may be; ande) the word “tender” is synonymous with “bid”, and “tenderer” with “bidder” and the words “tender documents” with “bidding documents”. |
| 6.4 All Drawings are Trustees’ property | <p>6.4.1 Two (2) copies of the Drawings, referred to in the General & Particular Conditions of Contract/Schedule of Requirements/“Price Schedule”, if and as applicable, shall be furnished by the Engineer to the Contractor, 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.</p> |
| 6.5 Language | <p>6.5.1 The contract as well as all correspondence and documents relating to the contract, exchanged between the Contractor and the Employer/Engineer, shall be written in English Language only. If any documents/manuals/printed literature/drawings is submitted by the Contractor in other language(s), the same should be accompanied by an accurate translation of the relevant pages in the English language. In that case, for the purposes of interpretation of the contract, such translation shall govern.</p> |



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6.6 Notices

6.5.2 The Contractor shall have to bear all costs of translation to the English Language and all risk of the accuracy of such translation, for documents provided by the Contractor.

6.6.1 Any notice, given by one party to the other, pursuant to the contract, shall be in writing, to the address specified in the **Contract data**. The term “in writing” means communicated in written form, with proof of receipt.

6.6.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

6.7 Governing Law

6.7.1 The contract shall be governed by and interpreted in accordance with the relevant Indian Acts [considering latest amendment thereof], as applicable, within the jurisdiction of the Honourable High Court of Kolkata, India, including the following Acts:

- i) The Indian Contract Act, 1872.
- ii) The Major Port Trust Act, 1963.
- iii) The Workmen’s Compensation Act, 1923.
- iv) The Minimum Wages Act, 1948.
- v) The Payment of Wages Act, 1936.
- vi) The Payment of Bonus Act, 1965.
- vii) The Payment of Gratuity Act, 1972.
- viii) The Equal Remuneration Act, 1976.
- ix) The Employees Provident Fund Act, 1952.
- x) The Employees State Insurance Act, 1948 & The Employees State Insurance (Amendment) Act, 1989.
- xi) The Contract Labour (Regulation & Abolition) Act, 1970; Rules 1971.
- xii) Child Labour (Prohibition & Regulation) Act, 1986.
- xiii) The Maternity Benefits Act, 1961.
- xiv) Interstate Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979.
- xv) The Dock Workers (Regulation of Employment) Act, 1948.
- xvi) The Dock Workers (Safety, Health & Welfare) Act, 1986.
- xvii) The Indian Arbitration and Conciliation Act, 1996 [considering its latest amendment in 2015].



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6.8 Patent Rights

- 6.7.2 Unless otherwise specified, all the laws/rules/acts, etc., mentioned in different clauses of these bidding documents, should be considered as laws/rules/acts, etc. applicable in India.
- 6.7.3 The Contractor shall indemnify KoPT for any proceeding taken or commenced by any authority against the Employer for any contravention of any of such laws, bye laws, rules, regulations, orders, etc., by the Contractor or their personnel/workmen/agent/supplier, etc. If, as a result of the Contractor's failure, negligence, omission, default or non-observance of any provisions of any law, bye law, rule, regulation, order, etc., the Employer is called upon by any authority to pay or reimburse or is required to pay or reimburse any amount, the Employer shall be entitled to deduct the same from any amount due or that may become due to the Contractor under this contract or any other contract or by any other means or may otherwise recover from the Contractor any sum which KoPT is required or called upon to pay or reimburse on behalf of the Contractor.
- 6.8.1 The Contractor shall fully indemnify KoPT against any action, claim or demand, costs or expenses arising from or incurred by reason of any infringement or alleged infringements of letters, patents, design, trademark or name, copyright or other protected rights in respect of any machine, plant, work, materials or things, system or methods of using, fixing working or arrangement used for fixed or supplied by the Contractor in India, or elsewhere.
- 6.8.2 All payments, or otherwise shall be deemed to be included by the Contractor in the prices named in the bid and shall be paid by them to whom they may be payable.
- 6.8.3 In the event of any claim being made or action brought against KoPT in respect of any such matter as aforesaid, the Contractor shall be immediately notified thereof and they shall with the assistance, if they so require, of KoPT but at the sole expense of the Contractor conduct all negotiations for the settlement of the same or any litigation that may arise there from, provided that the conduct of such negotiations or litigations shall be conditional upon the Contractor giving to KoPT such security, as shall from time to time, be reasonably required by KoPT to recover the ascertained or agreed amount, as the case may be, of any compensation, damages, expenses and cost, which might be payable by the Trustees in respect of or as a result of any such negotiation or litigation.



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- 6.9 Stamp duty & other expenses**
- 6.9.1** All the costs, charges and expenses to be incurred in connection with **Contract Agreement, Indemnity Bond, Bank Guarantees, Integrity Pact, etc.**, including stamp duty, shall be borne by the Contractor.
- 6.10 Integrity Pact**
- 6.10.1** Within **twenty-eight (28) days** of issuance of “**Letter of Acceptance**” by the Employer (KoPT), the Contractor shall have to submit, at their cost, “**Integrity Pact**” [using the form furnished in **Section-XII (Contract Form - “II”)**] duly filled in, signed and stamped (on each page), in Non-judicial Stamp Paper of worth not less than **Rs. 50.00 & dummy papers**.
- 6.10.2** Within 1 (one) week of approval of KoPT towards engagement of any Sub-contractor, proposed by the Contractor, similar “**Integrity Pact**” shall have to be submitted for such approved Sub-contractor.
- 6.10.3** A copy of each such “**Integrity Pact**”, duly executed with KoPT, would be provided by KoPT to the Contractor, for their record.
- 6.10.4** The **Independent External Monitors (IEMs)** appointed by KoPT are
1. **Mr. Subhashish Sarkar, IPoS (Retd.),**
Flat No. 406, Block - III,
Kirti Apartments,
Mayur Vihar Phase - I Extension,
New Delhi - 110 091.
Mobile: +91 - 98117 07230
E-mail: subhashishsarkar53@yahoo.com
 2. **Ms. Bulbul Sen, IRS (Retd.),**
B-104 Nayantara Apts.,
Block 8B, Sec - 7,
Dwarka,
New Delhi - 110 075.
E-mail: bsensarkar@gmail.com
- 6.11 Indemnity**
- 6.11.1** Notwithstanding that all reasonable and proper precautions may have been taken by the Contractor, at all times during the progress of the work, the Contractor shall, nevertheless, be wholly responsible for all damages, whether to the works themselves or to any other property of KoPT or to the lives, persons, property of others during the progress of the work.
- 6.11.2** In case any damage occurs to the existing structure due to the Contractor's operation, the same shall be made good by the Contractor, at their own risk and cost. The areas, which are likely to be unsafe for use, shall be barricaded and all



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- necessary precautionary measures, like displaying notices, shall be taken by the Contractor, during the contract period.
- 6.11.3 In case any material, spare parts, components, sub-assemblies, accessories, etc., related to the work (under the scope of the Contractor), is required to be taken out of the Dock premises by the Contractor, for some specialised servicing, repairs, overhauling, etc. or for any other reason whatsoever, the Contractor shall have to obtain permission from the Employer. For this the Contractor shall have to submit an **"Indemnity Bond"** [in the form furnished in **Section-XII (Contract Form-"III")**].
- 6.12 Employer's lien**
- 6.12.1 All constructional plant, temporary work and materials, when brought to the site by the Contractor, shall be deemed to be the property of the Employer, who will have lien on the same, until the satisfactory completion of the work and shall only be removed from the site, in part or in full, with the written permission of the Engineer or his Representative.
- 6.12.2 The Employer shall have a lien on and over all or any money that may become due and payable to the Contractor under this contract or any other contract or from any amount lying with them or under their control and in respect of any debt or sum that may become due and payable by the Employer to the Contractor, either alone or jointly with another or other and either under this contract or under any other contracts or transaction of any nature whatsoever between the Employer and the Contractor.
- 6.13 Additions and alterations**
- 6.13.1 KoPT shall have power and authority, from time to time and at all times, to make amendments or additions or alterations or changes in the **Schedule Of Requirements (SOR), Technical Specification**, etc. and give such further instructions and directions, as may appear necessary and proper to KoPT for the guidance of the Contractor and good & efficient execution of the work.
- 6.13.2 The Contractor shall receive, obey and be bound by the same, according to the true intent and meaning thereof, as if the same had been mentioned or referred to in the **Schedule Of Requirements (SOR), Technical Specification**, etc.



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6.13.3 KoPT may also vary or alter the levels or positions of any of the work contemplated by approved specification or may order any of the work contemplated thereby to be omitted, with or without substitution of any other works in lieu thereof, or may order any work or any portion of works executed or partially executed, to be removed, changed or altered, if required.

In this connection, KoPT may increase or decrease or split the quantity of work included in the contract or execute additional work of any kind necessary for good & efficient execution of the work.

6.13.4 The Engineer shall have the power to order for the above amendments (additions/alterations/changes, etc.) and any difference in the cost occasioned by any such diminution or alteration so ordered and directed shall be added to or deducted from the amount accepted under the contract based on the rate(s) available in the contract. Where the rate(s) is/are not available in the contract, such difference in the cost shall be determined by the Engineer, taking into account the market rate and labour cost at site for similar work, backed up by rate analysis, (to be submitted by the Contractor and agreed upon between the Contractor and KoPT).

In the event of disagreement, KoPT shall fix such rates or prices as shall, in their opinion, be reasonable and proper having regard to the circumstances.

B.

**6.14 Instructions of
the Engineer or
Engineer's
Representative**

THE ENGINEER

6.14.1 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. However, the Engineer shall exercise his discretion impartially, within the terms of the contract and have regard to all the circumstances.

The Contractor shall take instructions from the Engineer and subject to limitation indicated in **GCC Clause No. 6.17.1** hereof, from the Engineer's Representative.

**6.15 Engineer's
power and
authority**

6.15.1 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



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		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, alteration and modification of the work and for extra works.
		d) to issue certificates as per contract.
		e) to settle the claims & disputes of the Contractor.
		f) to grant extension of completion time.
6.16 Power of Engineer's Representative	6.16.1 The Engineer's Representative shall:	
	a) watch and supervise the work.	
	b) test and examine any material to be used or workmanship employed in connection with the work.	
	c) have power to disapprove any material and workmanship not in accordance with the contract and the Contractor shall comply with his direction in this regard.	
	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 of 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.	
6.17 Limitation of Engineer's Representative's power	6.17.1 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 work,	
	and	
	c) to relieve the Contractor of any of his duties or obligations under the contract.	



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6.18 Engineer's over-riding power

6.18.1 Provided also as follows:

- a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking-up thereof and re-constructing at the Contractor's cost and the Contractor shall have no claim to compensation for the loss sustained by them.
- b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, they shall be entitled to refer the matter to the Engineer, who shall thereupon confirm, reverse or vary such decision which will be final, conclusive and binding on the parties.
- c) Any written instructions or written approval given by the Engineer's Representative to the Contractor, within the terms of delegation of power and authority vested in the Engineer to his representative, in writing, shall bind the Contractor and the Trustees as though it had been given by the Engineer, who may, from time to time, make such delegation.

6.19 Replacement of the Engineer

6.19.1 If the Employer intends to replace the Engineer, the Employer shall give notice to the Contractor in this respect.

6.20 Determinations

6.20.1 Whenever these conditions provide that the Engineer shall proceed, in accordance with this clause, to agree or determine any matter, the Engineer shall consult with each party, in an endeavour to reach agreement. If agreement is not achieved, the Engineer shall make a fair determination, in accordance with the contract, taking due regard of all relevant circumstances.

The Engineer shall give notice to both parties of each agreement or determination, with supporting particulars **within 28 (twenty-eight) days** from the receipt of the corresponding claim or request, except when otherwise specified. Each party shall give effect to each agreement or determination, unless and until revised under **GCC Clause Nos. 6.96 to 6.100 [Claims, Disputes and Arbitration]**.

C.

THE CONTRACTOR

6.21 Performance Guarantee/ Security Deposit

6.21.1 As specified in the PCC, the Contractor shall have to provide the following **Performance Guarantee/Security Deposit** towards guaranteeing the performance of the Contractor in execution of the contract:



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**6.21.1.1 Performance Guarantee/Security Deposit with
respect to the RMQC:**

Within **28 (twenty-eight) days** of issuance of “Letter of Acceptance (LOA)”, the Contractor shall have to provide an irrevocable and unconditional Bank Guarantee, from a Nationalized Bank/Scheduled Bank in India, in the amount, **10%** of the contract value [as defined at **GCC Clause No. 6.1.4 a)**].

This Performance Bank Guarantee should be kept valid and enforceable till a date, covering at **least 3 (three) months** beyond the date of expiry of the Defect Liability Period of the RMQC. In case the actual duration of the Defect Liability Period of the RMQC is required to be extended, the validity of this Bank Guarantee shall have to be extended till a date, covering at least 3 (three) months beyond the date of expiry of such extended duration of the Defect Liability Period of the RMQC.

Failure of the Contractor to submit the required Performance Bank Guarantee, as mentioned in **GCC Clause No. 6.21.1.1** and in the manner stated in the **PCC**, shall constitute sufficient grounds for termination of the contract and forfeiting the Earnest Money Deposit.

**6.21.1.2 Performance Guarantee/Security Deposit with
respect to Steel structures and painting
(including anti-corrosion application, if any) of
the RMQC:**

At least **28 (twenty-eight) days** before the scheduled expiry of the Defect Liability Period of the RMQC or any extension thereof, the Contractor shall have to provide an irrevocable and unconditional Bank Guarantee, from a Nationalized Bank/Scheduled Bank in India, in the amount, **5%** of the contract value [as defined at **GCC Clause No. 6.1.4 a)**].

This Performance Bank Guarantee should be kept valid and enforceable till a date, covering at **least 3 (three) months** beyond the date of expiry of the Defect Liability Period of Steel structures and painting (including anti-corrosion application, if any) of the RMQC. In case the



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actual duration of the Defect Liability Period of Steel structures and painting (including anti-corrosion application, if any) of the RMQC is required to be extended, the validity of this Bank Guarantee shall have to be extended till a date, covering at least 3 (three) months beyond the date of expiry of such extended duration of the Defect Liability Period of Steel structures and painting (including anti-corrosion application, if any) of the RMQC.

Failure of the Contractor to submit the required Performance Bank Guarantee, as mentioned in **GCC Clause No. 6.21.1.2** and in the manner stated in the **PCC**, shall constitute sufficient grounds for forfeiting the Performance Bank Guarantee mentioned in **GCC Clause No. 6.21.1.1**.

6.21.2 The proceeds of **Performance Guarantee/Security Deposit** shall be payable to the Employer, as compensation, for any loss resulting from the Contractor's failure to complete its obligations under the contract.

6.21.3 **Performance Guarantee/Security Deposit** shall be liable to be forfeited, at the option of the Employer, if the Contractor fails to carry out the work or to perform/observe any of the conditions of the contract.

6.21.4 The Employer shall be at liberty to deduct/recover any of their dues from **Security Deposit/Performance Guarantee**.

In that case, if **Security Deposit/Performance Guarantee** is reduced by reason of any such deduction or encashment, the Contractor shall have to, **within 15 (fifteen) days thereafter**, make good the amount so reduced.

6.21.5 The cost of obtaining **Performance Bank Guarantee** or any other Bank Guarantee and/or revalidation thereof, whenever required, has to be borne by the Contractor and it shall be their sole responsibility to arrange for timely revalidation of such Bank Guarantee, failing which and for non-fulfilment of any contractual obligation by the Contractor, the Engineer and/or the Employer shall be at liberty to raise claim/demand under Performance Guarantee and/or enforce the same unilaterally.

No interest/charge, of whatsoever nature, shall be paid by the Employer on the amount of **Security Deposit/Performance Guarantee** held by the Employer, at any stage.



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**6.22 Contractor's
personnel and
Contractor's
representative**

- 6.21.6 On completion of execution of the work, the Contractor shall maintain the same for the “**Defect Liability Period**”, as specified in **GCC Clause No. 6.69**, from the date mentioned in the “**Form G.C - 1**”[as per the form furnished in **Section-XII (Contract Form - “V”)**]. Any defect/fault, which may appear in the work during the 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 7 (seven) days of the date of such notice, to the satisfaction of the Engineer or his Representative, failing which, the Engineer or his Representative shall have the defects amended and made good through other agency at the Contractor’s risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in any manner deemed suitable by the Engineer.
- 6.21.7 The contract shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a “**Form G.C-2 (Certificate of Final Completion)**” [as per the form furnished in **Section-XII (Contract Form - “VI”)**] shall have been signed and issued by the Engineer, after all obligations under the contract, including that in the Defect Liability Period (DLP), if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working or using thereof by the Trustees shall not relieve the Contractor of his obligations under the contract for full and final completion of the work.
- 6.21.8 Refund of **Performance Guarantee/Security Deposit** would be guided by the procedure detailed in the **PCC**.
- 6.22.1 The Contractor’s personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the site of work, including the Contractor’s representative, if applicable, who:
- (a) persists in any misconduct or lack of care,
 - (b) carries out duties incompetently or negligently,
 - (c) fails to conform with any provisions of the contract, or
 - (d) persists in any conduct, which is prejudicial to safety,



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**6.23 Assignment and
sub-contracting**

health or protection of the environment.

If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.

6.22.2 The Contractor shall have to communicate the names of their officials/representatives, authorized by them through **Power of Attorney** (specimen signature of such authorized representative should be attested), to make all correspondences and sign all documents/papers in relation to this contract.

Written orders or instructions, which the Employer may issue to such authorized officials/ representatives of the Contractor, shall be deemed to have been given to the Contractor.

6.22.3 In case any of such authorised persons fails to act as Contractor's representative, the Contractor shall similarly communicate the name and particulars of another suitable person for such authorization.

The Contractor shall have to notify the Engineer, immediately after revoking the appointment of the Contractor's representative and appointment of a replacement.

6.22.4 If any of the Contractor's representatives/officials is required to be temporarily replaced during the period of contract, the name of the person temporarily authorised [by any one of the authorised officials/representatives, authorized earlier through **Power of Attorney**], shall have to be notified. Specimen signature of such temporarily authorised representative(s) should be attested [by the said authorised official/representative].

6.23.1 The Contractor shall not, directly or indirectly, transfer, assign, sublet or sub-contract the whole of the work.

Unless otherwise stated in the contract, the Contractor shall not, directly or indirectly, transfer, assign, sublet or sub-contract any part of the work without prior consent of the Engineer. Any such consent shall not relieve the Contractor from any of their liabilities or obligations under the contract and they shall be responsible for:

- (a) the acts, defaults and neglect of any Sub-contractor, their agents, servants or workmen as fully as if these were the acts, defaults or neglects of the Contractor, their agents, servants or workmen,
- (b) their full and entire responsibility of the contract and



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active superintendence of the work by them despite being sublet.

Provided that the Contractor shall not be required to obtain such permission for:

- i) the provision of labour engaged on piece-work basis/daily rate basis,
- ii) the purchase of materials/services which are in accordance with the standards specified in the contract,
or
- iii) the sub-contracting of any part of the work, for which the Sub-contractor is named in the contract.

The Contractor shall be responsible for observance, by all Sub-contractors, of labour laws applicable in India (for the portion of work that would be executed in India) and all other provisions of the contract.

6.23.2 No participating bidder [in connection with the instant tender] will be allowed to act as a **Sub-contractor** of the successful bidder (Contractor).

6.23.3 In the event of the Contractor contravening this condition [GCC Clause No. 6.23.2], the Employer shall be entitled to terminate the contract forthwith and award a fresh contract to some other parties at **risk and cost of the Contractor**, who shall be liable for any loss or damage, which KoPT may sustain in consequence to arising out of such replacement of the Contractor.

6.23.4 The Contractor shall not assign their right and interest in these presents nor assume a fresh partner or partners, dissolve the partnership existing between them in reference to this contract, without the prior written permission of the Employer.

6.24 Access to site

6.24.1 The Contractor shall have to abide by the **rules and regulations of Kolkata Port Trust (KoPT)** in respect of entry/exit and movement in the dock premises.

Necessary **Gate Pass/Dock Entry Permit**, for entering into the Dock area, will be issued to the personnel of the Contractor [including that of approved Sub-contractor(s)] directly connected with the work, **on chargeable basis** [as per the extant “**Scale of Rates**” of KoPT, available at <http://www.kolkataporttrust.gov.in/> of Kolkata Port Trust], on receipt of a formal written request.



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However, for issuing such Gate Pass, the following would be required:

- i) **For Indian nationals:** A photocopy of the Voter's Identity Card/any other Photo Identity Card.
- ii) **For foreign nationals (excluding from Nepal and Bhutan):** Permission in the form of "No objection" for entering Haldia Dock, from the office of the Superintendent of Police, Purba Medinipur, West Bengal, India, which acts as the District Registration Office for foreigners.

Dock Entry Permits shall not be issued to the mentioned foreign nationals without the aforesaid permission.

The aforesaid "No objection", along with photocopies of Passport and Visa of the foreign national, has to be submitted to the Administration Division of HDC, KoPT, with an application for obtaining Dock Entry Permit(s).

- 6.24.2 The Contractor will be fully responsible for any injury (whether fatal or otherwise) to their personnel [including that of approved Sub-contractor(s)], for any loss or damage to property or for any other loss, damage, costs and expenses, whatsoever caused, which, but for the granting of such permission, would not have arisen.
- 6.24.3 The Contractor will be liable to indemnify the Employer against any loss or damage to the property of the Employer or neighbouring property, which may be caused due to any act of the Contractor or their personnel [including that of approved Sub-contractor(s)].
- 6.24.4 **No photograph within the Dock Area** shall be taken by the Contractor, without prior permission of the Engineer.
- 6.25 Transportation of materials**
- 6.25.1 All materials, spare parts, tools, tackles, service equipment, including consumables, required under this contract, will have to be packed, securely placed and protected by the Contractor during transportation. The Contractor will be held responsible for the inefficient packing, storing and protection of the materials.
- 6.26 Contractor's equipment**
- 6.26.1 The Contractor shall be responsible for all the equipment of the Contractor. When brought on to the site, the Contractor's equipment shall be deemed to be exclusively intended for the execution of the work. The Contractor shall not remove from the site any major items or Contractor's



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**6.27 Supply of water
and Electricity**

equipment without the consent of the Engineer. However, consent shall not be required for vehicle(s) transporting goods or Contractor's personnel off site.

6.27.1 Supply of water:

Drinking water supply at the Contractor's site office, store, workshop, assembly/erection yard, etc. will be given on chargeable basis. For this, the Contractor shall have to make all arrangements, including installation of Water Meter and laying of pipelines from the source(s) identified by KoPT, at their cost. The Contractor will be responsible for maintenance and calibration of such water meter also. Billing will be done on the basis of actual consumption recorded through water meter at the rate **INR 38.65 (including overhead charges @ 19.25%) per KL of Fresh Water** [As directed by TAMP (Tariff Authority for Major Ports)], with escalation @ 5% per annum.

The water consumption charges [based on the prevalent rates of KoPT, as may be amended from time to time] shall have to be paid by the Contractor immediately, on receipt of the bill from the office of the Finance Division, Haldia Dock Complex. All payment on this account should be updated, otherwise the pending bill amount, along with late payment surcharge, will be recovered from the Contractor's bill(s).

KoPT do not guarantee uninterrupted supply of water and the Contractor shall not be compensated for any delay or irregularity in supplying water. The Contractor shall have to arrange for the supply of water at his own cost during such periods.

However, water supply, if required for the actual work (including erection, commissioning & cleaning work) at the Berth site only and/or maintenance, repair & cleaning work (required to be carried out at site during the "Defect Liability Period") will be provided free of cost. The Contractor shall have to make all arrangements for laying of pipelines from the source(s) identified by KoPT, at their cost.

6.27.2 Supply of Electricity:

Supply of Electricity at the Contractor's site office, store, workshop, assembly/erection yard, etc. will be on chargeable basis. The Contractor shall have to make all arrangements, including installation of Energy Meter and laying of Cables from the source(s) identified by KoPT, at their cost. The Contractor will be responsible for



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maintenance and calibration of such Energy Meter also. Electricity charges will be determined on the basis of Chargeable Unit (kWh) [actual Unit (kWh) consumed (recorded through Energy Meter) plus 3% on actual Unit consumed (for cost of transmission loss)] and applicable rate of West Bengal State Electricity Distribution Company Limited (WBSEDCL). Billing will be done on the basis of Electricity charges and overhead charges @ 19.25% [on the aforesaid Electricity charges] as per the notifications of Tariff Authority of Major Ports (TAMP).

The Electricity consumption charges [based on the prevalent rates of WBSEDCL, as may be amended from time to time] shall have to be paid by the Contractor immediately, on receipt of the bill from the office of Finance Division, Haldia Dock Complex. All payment on this account should be updated, otherwise the pending bill amount, along with late payment surcharge, will be recovered from the Contractor's bill(s).

KoPT do not guarantee uninterrupted supply of Electricity and the Contractor shall not be compensated for any delay or irregularity in supplying Electricity. The Contractor shall have to arrange for Electricity at his own cost during such periods.

However, Power supply, required for the actual work (including erection and commissioning) at the Berth site only and/or maintenance and repair (required to be carried out at site during the "Defect Liability Period") will be provided free of cost. The Contractor shall have to make all arrangements for laying of Cables from the source(s) identified by KoPT, at their cost.

**6.28 Use of ground
and
land/covered
space for
Contractor's
establishment**

6.28.1 The Contractor shall be allowed to use a suitable land (open space), which in the opinion of KoPT may be absolutely necessary for the proper and efficient execution of works. For this, a token lump sum licence fee of **INR 10.00 per month or part thereof** will be charged during pendency of the contract and extension thereof, if any.

6.28.2 On completion of work or termination of the contract, the Contractor shall have to clear away all their tools, plants, rubbish and other materials, **within a fortnight** and hand over vacant and peaceful possession of the same to KoPT, in a tidy and clean condition. The same license fee (INR 10.00 per month or part thereof) will be applicable for this additional period (if any) for clearing the space. If the



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Contractor fails to clear the space and handover the same to the Employer in a clean and tidy condition, within the period mentioned above, KoPT's "Schedule of Rate" will be applicable for the period beyond that.

6.28.3 The Contractor shall be allowed to erect any temporary structures on this land [as stated in **GCC Clause No. 6.28.1**] for **office and/or store and/or workshop**, etc. and make all suitable arrangement for water supply, Electricity supply and sanitary arrangements for the same, at their own cost.

6.28.4 In case the Contractor is interested in taking **covered space, office room**, etc. of KoPT for the purpose of making a site office and store in the Dock area, the same may also be allotted subject to availability. The rents for such covered spaces or office room of KoPT, to be allotted to the Contractor, shall have to be paid by the Contractor, as per the 'Schedule of Rent of KoPT, prevailing at that time. In addition to the rent, **water consumption charges** [as per **GCC Clause Nos. 6.27.1**] and **Electricity consumption charges** [as per **GCC Clause No. 6.27.2**] (if Electricity/water is supplied from KoPT sources) and other applicable charges, as per the notifications of **Tariff Authority of Major Ports (TAMP)**, have to be paid by the Contractor. The Contractor will be responsible for installation, maintenance and calibration of Water Meter and/or Energy Meter also.

6.28.5 If the Contractor so desires, they may carry out assembly/erection work of the RMQC at a site on KoPT land, within the Dock Boundary, other than the actual Berth site. The land will be allotted on "**as is where is basis**". For this, a token lump sum licence fee of **INR 10.00 per month or part thereof** will be charged during the **first 2 (two) months of allotment**. Thereafter, the rates and terms & conditions of KoPT's "**Scale of Rate**" will be applicable for the **next 2 (two) months**. Beyond that, **compensation charges**, as per KoPT's "**Scale of Rate**", will be applicable, till the Contractor hands over vacant and peaceful possession of the said land to KoPT, in a tidy and clean condition. **All development work required by the Contractor, to make the land suitable for assembly/erection, will have to be done by the Contractor, at his cost and arrangement.**

6.28.6 **Maximum 45 (forty-five) days of Berth site occupation** will be allowed for erection & commissioning of the new RMQC



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		on the designated Berth. The bidder shall furnish “ Method Statement ”, in this regard, within 2 (two) months from the date of award of contract. If the Contractor occupies the Berth site beyond the stipulated period of 45 (forty-five) days, a penalty @ Rs. 5.00 Lakh per day or part thereof will be imposed for the extra days beyond 45 (forty-five) days, subject to a maximum penalty of 5% of the total contract value .
6.29	Existing services	<p>6.29.1 Drains, Pipes, Cables, overhead wires and similar services, whether above or below the ground, which may be encountered in the course of the work, shall be saved and kept harmless from injury and/or loss or damages by the Contractor, at their own costs and expenses, so that they continue to be in full and uninterrupted use to the Employer.</p> <p>6.29.2 The Contractor shall not store any materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services. The Contractor shall, at their own costs and expenses and without any delay, repair and make good, to the satisfaction of the Employer, any injury and/or loss or damage caused by the Contractor to the same.</p>
6.30	Contractor to prepare working/ progress drawings	<p>6.30.1 The Contractor shall provide 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.</p>
6.31	Contractor’s price is inclusive of all costs	<p>6.31.1 Unless otherwise specified, the Contractor shall be deemed to have included in his bid/offer all his cost for supplying and providing all constructional plant, temporary work, materials (both for temporary and permanent works), labour (including supervision thereof), transporting to and from the site and in and about the work, including loading, unloading, fencing, watching, lighting, payment of fees, taxes and duties to the appropriate authorities and other things of every kind required for the construction, erection, completion and maintenance of the work.</p>
6.32	Contractor is responsible for	<p>6.32.1 The Contractor shall be solely responsible for the adequacy, stability and safety of all site operations and methods of</p>



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all construction process, except for correctness of design and specification formulated by the Engineer	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.
6.33 Contractor to submit his programme of work	<p>6.33.1 Whenever required by the Engineer or his Representative, the Contractor shall submit to him the details of his</p> <ul style="list-style-type: none">(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. <p>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.</p> <p>6.33.2 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.</p>
6.34 Contractor to supervise the works	<p>6.34.1 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 Defect Liability Period (DLP). 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 GCC Clause No. 6.17 hereof. The Contractor shall inform the Engineer or his Representative in writing about such representative/agent of him at site.</p>
6.35 Contractor is responsible for line, level, setting out, etc.	<p>6.35.1 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 settingout 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,</p>



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| 6.36 Contractor is responsible to protect the work | <p>pegs, level marks, profile marks and other things used in setting out the works.</p> <p>6.36.1 From the commencement of the works till issue of the Form G.C - 1, vide GCC Clause No. 6.65 hereof, the Contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work, or any part thereof, shall be made good by the Contractor, at his own cost, as per instruction and to the satisfaction of the Engineer, failing which, the Engineer or his Representative may cause the same to be made good by any other agency and the expenses, incurred and certified by the Engineer, shall 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 Defect Liability 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 during the Defect Liability Period.</p> |
| 6.37 Contractor is responsible for all damages to other structures/ persons caused by him in executing the work | <p>6.37.1 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.</p> |
| 6.38 Fossils, Treasure troves, etc. are Trustees' property | <p>6.38.1 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.</p> |
| 6.39 Contractor to indemnify the Trustees against | <p>6.39.1 The Contractor shall be deemed to have indemnified the Trustees against all claims, demands, actions and</p> |



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all claims for loss, damage, etc.	<p>proceedings and all costs arising there from on account of:</p> <ul style="list-style-type: none">(a) Infringement of any patent right, design, trademark or name or other protected right, in connection with the works or temporary work.(b) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.(c) Unauthorised obstruction or nuisance caused by the Contractor in respect of Public or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person.(d) Damage/injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work.(e) Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting Contractor's plants and materials.(f) The Contractor's default in affording all reasonable facilities and accommodation, as per the direction of the Engineer or his Representative, to the workmen of the Trustees and other agencies employed by or with the permission and/or knowledge of the Trustees on or near the site of work.
6.40 Dismantled materials Trustees' property	6.40.1 Debris and materials, if obtained by demolishing any property, building or structure, in terms of the contract, shall remain the property of the Trustees.
6.41 Contractor's quoted rates/price must be all inclusive	6.41.1 The Contractor's quoted rates shall be deemed to have been inclusive of the following: <ul style="list-style-type: none">(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



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			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 Calcutta Municipality Corporation or other local authority or the Engineer or his Representative, for preventing
		(i)	spread of any infectious disease like smallpox, cholera, plague, malaria or dengue, 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 (sixteen) years.
6.42	Notice to Contractor	6.42.1	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 bid 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 despatch.
6.43	Contractor not to publish photograph or particulars of work	6.43.1	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.
6.44	Contractor to	6.44.1	The Contractor shall, at the Trustees' cost to be decided by



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provide facilities to outsiders	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.
6.45 Work to cause minimum possible hindrance to traffic movement	6.45.1 The work has to be carried out by the Contractor causing minimum hindrance for any maritime traffic or surface traffic.
<u>D.</u>	<u>STAFF AND LABOUR</u>
6.46 Engagement of staff and labour	6.46.1 The Contractor shall have to make their own arrangements for the engagement of all staff and labour, for doing the work at site or in respect of or in connection with the execution of work, as also for the transport, housing, feeding. They shall have to ensure making payment to the above staff and labours, to be engaged by them (including the labours, to be engaged by the Sub-contractor, if any).
	6.46.2 The Contractor shall, at all times, have to take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst their employees [including the employees of the Sub-contractor]. They shall also have to take all reasonable precautions for the preservation of peace and protection of persons & property, in the neighbourhood of the place of work.
	6.46.3 It is expressly made clear that both before and after the completion of the work or termination of the contract, KoPT shall have no liability, whatsoever, for the personnel to be engaged by the Contractor [or by the Sub-contractor(s)] for the work under this contract.
6.47 Labour Laws	6.47.1 The Contractor shall, at all times, during the pendency of the contract [including the period of making good/rectification of deficiencies/defects, if any], have to comply fully with all existing Acts, Regulations and Byelaws , including all statutory amendments and re-enactment of State or Central Government and other Local Authorities and any other enactments and acts that may be passed in future either by the State or the Central Government or Local Authority , including Workmen's Compensation Act, Labour Laws and Equal Remuneration Act, Factories Act, Minimum Wages Act, Contract Labour (Regulation &



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Abolition) Act, etc., if applicable and/or as applicable.

6.47.2 If, as a result of the Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the Employer is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the Employer shall be entitled to deduct the same from any moneys due or that become due to the Contractor under this contract or any other contract or otherwise recover from the Contractor any sums, which the Employer is required or called upon to pay or reimburse on behalf of the Contractor.

All **registration** and **statutory inspection fees**, in connection with labour engagement, with respect to this contract, shall have to be paid by the Contractor, if applicable and/or as applicable.

6.47.3 The Contractor shall have to, immediately after the occurrence of any accident, at or near the site or in connection with the execution of the work under the contract, report (over phone or otherwise) to the Engineer or his representative(s) and shall make every arrangement to render all possible assistance to the victim(s) of such accident.

The Contractor shall also have to report such accident to the Engineer, in writing (giving reference to the earlier communication made). Based on such report, necessary communication with the competent authority would be made whenever such a report is required by law.

6.47.4 For any accident occurred within the entire operational area covered under the contract, the Contractor shall have to arrange prompt investigation into the matter through recording of statement of the personnel witnessing the accident. Such "Accident Report", containing the findings, along with the statements so recorded, shall have to be forwarded by the Contractor to the Engineer at the earliest.

6.47.5 The Contractor shall have to provide full medical treatment to their staff & labourers, in case of "**Accident on Duty**", which will inter alia include their obligations under the **Workmen's Compensation Act, 1923**, including all amendments thereof.

The Employer shall in no manner be liable to the Contractor or any person engaged/employed by them [including that of Sub-contractor] or any other person, for injuries or death



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**6.48 Health and
safety**

caused as a result of accidents occurred, either within or outside the site of work, under the contract. The Contractor shall be responsible for such contingencies and will make good all claims for compensation, claim by their personnel/workmen or the families of the sufferer(s), as the case may be, or as per the decision of the appropriate authority/tribunal or other involved persons.

6.47.6 The Contractor shall have to indemnify KoPT, in the event of KoPT being held liable to pay compensation for injury to any Contractor's servants or workmen [including that of Sub-contractor] under the **Workmen's Compensation Act, 1923**, as amended from time to time.

6.47.7 Whenever the contract comes to an end with the efflux of time or otherwise or is terminated, the Contractor shall be required to fulfil all their obligations towards their workmen in terms of applicable labour laws and submit necessary documents towards such effect, to the Employer in support of the same. Any deposit, which may be lying with KoPT to their credit, will be liable to be applied for this purpose, if the Contractor fails to comply with the same. In case such documents are not furnished by the Contractor, the Employer will not release the **Performance Guarantee/ Security Deposit** and any other amount as may remain due to the Contractor.

6.48.1 In the event of any outbreak of illness of an epidemic nature, the Contractor shall have to comply with and carry out such regulations, orders & requirements, as may be made by the Government, or the local medical or sanitary authorities, for the purpose of dealing with and overcoming the same.

6.48.2 The Contractor shall have to ensure safety of all their working personnel to the fullest compliance of the provisions of **general safety rules/regulations**, including **Dock Workers' (Safety, Health & Welfare) Regulations, 1986**.

The Contractor shall be solely responsible for consequences arising out of non-compliance or violation of safety rules/regulations.

6.48.3 The Contractor [including approved Sub-contractor(s)] shall have to provide (at their own expenses) all required **Personal Protection Equipment (PPE)** [such as **Helmets, Nose Masks, Hand Gloves**, etc.] & **Safety Gears** for all personnel and labourers engaged during the work and in case of their failing to do so, the Employer shall provide the same and recover the cost thereof from any amount due, or



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- which may become due to the Contractor or from any amount lying with them or under their control.
- 6.49 Labour licence**
- 6.49.1 Within 7 (seven) days from the date of issuance of the order, the Contractor shall have to apply for **labour licence** for the maximum number of workers proposed to be deployed for this work. Necessary certificate shall be issued by the Engineer against a request from the Contractor.
- Photocopy of the application shall have to be furnished to the Engineer, immediately. However, payment will be released only on furnishing the copy of the Labour Licence to the Engineer. However, such license should be kept valid throughout the actual duration of contract.**
- 6.50 Employees' Provident Fund & Employees' State Insurance**
- 6.50.1 The Contractor should have their establishment (with respect to this contract) registered with the concerned authorities under the provision of **Employees' Provident Fund & Miscellaneous Provision Act, 1952** and **Employees' State Insurance Act, 1948**. The Contractor shall have to submit the proof of registration as mentioned above immediately after commencement of work.
- 6.50.2 As per the above mentioned Act, the Contractor is liable for remittance of monthly subscription contribution in respect of **Employees' Provident Fund (EPF)** and **Employees' State Insurance (ESI)** for the workers engaged by them, wherever applicable. The Contractor shall have to submit the authenticated copy of the challans with respect to subscription / contribution of **Employees' Provident Fund** and **Employees' State Insurance** (against their respective Code Numbers issued by the **Employees' Provident Fund** and **Employees' State Insurance Authorities**) by 7th day of every English Calendar Month (during the currency of the contract) along with the list of labourers for whom such deposits have been made.
- Payment will be held up if the up-to-date **Employees' Provident Fund** and **Employees' State Insurance** remittance challan is not submitted in time.
- 6.50.3 In case, registration with the EPF and ESI Authorities is not applicable for the employees of the Contractor [or for the employees of the Sub-contractor(s)], documentary evidence to establish non-applicability to be submitted by the Contractor.
- 6.50.4 In case of sub-contracting any part of the work, above requirements should also be fulfilled by the approved Sub-contractor and necessary documents shall have to be submitted in time, as indicated above.



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**6.51 Materials to be
supplied by the
Employer**

PLANT, MATERIALS AND WORKMANSHIP

6.51.1 Regarding 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/or any of his other dues, progressively, according to the consumption thereof on the work and/or in the manner decided by the Engineer or his Representative and at the rate(s) stipulated in the contract. These rates shall only be considered by the Contractor in the preparation of his bid/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.



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arrangement for
execution of
the work**

- (e) If the Engineer decides that due to the Contractor's negligence, any of the Trustees' materials, issued to the Contractor, has been - (i) lost or damaged, (ii) consumed in excess of requirement and (iii) wasted by the Contractor in excess of normal wastage, then the value thereof shall be recovered from the Contractor's bills, or from any of his other dues, after adding 19¼% extra over the higher one of the followings:
- i) The issue rate of the materials at the Trustees' Stores, and
 - ii) The market price of the material on the date of issue, as would be determined by the Engineer.

6.52.1 The Contractor will have to arrange and provide all types of materials, etc. [in line with the Schedule Of Requirements (SOR)] throughout the execution of the contract.

6.52.2 KoPT will not take any responsibility regarding **non-availability** of any such materials for which Contractor is responsible as per contract. The Contractor shall have to assess the requirement of such materials and keep sufficient stock.

6.52.3 The Contractor shall have to provide all equipment, including tools, tackles, lifting machineries, air compressor, scaffolding arrangement, different vehicular transport, etc., necessary to execute the work.

6.52.4 All tools & machineries to be used by the Contractor should be suitable for the particular requirement (i.e. capacity should be adequate) and the same should be checked for fitness before use. They should maintain the said equipment properly to ensure their efficient working.

6.52.5 The Contractor shall, at their own costs and expenses, have to provide all labour, plant, haulage, transportation of plant and equipment to be used for executing the contract, all materials, stores, etc. (except the equipments & materials to be provided by KoPT, as per contract) required for efficiently carrying out the work to the satisfaction of the Employer.

6.52.6 The Contractor should use calibrated measuring & testing instruments and should also ensure revalidation of such calibration as and when required. In this regard, initially the Contractor shall have to submit a list of **measuring and testing instruments** (mentioning the period of validity of Calibration Certificates) to be used. The photocopies of the



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**6.53 Inspection and
testing**

Calibration Certificates (including the revalidations) of the said measuring and testing instruments, shall have to be submitted to the Engineer.

- 6.53.1 The Engineer or his authorised Representative shall have, at all reasonable time, access to the Contractor's premises or work site or other premises [if a part of the work is being executed there or some **maintenance repair work** (during **Defect Liability Period**) is being done there] and shall have the power, at all reasonable time, to **inspect, examine and test the materials and workmanship**, as well as the **documents, equipment, tools, measuring & testing instruments**, as applicable, in connection with the instant contract (including **Defect Liability Period**).
- 6.53.2 The Engineer or his authorised Representative, on giving 7 (seven) days' notice, in writing, to the Contractor, setting out any ground of objections, in respect of the work, shall be at liberty to reject all or any material and/or workmanship in the subject of any of the said grounds of objection, which are not in accordance with the contract.
- 6.53.3 Quality of materials, to be provided by the Contractor under this contract, should be as per the satisfaction of the Engineer. Whenever asked, the Contractor shall have to provide free sample for testing.
- 6.53.4 If found necessary, KoPT reserves the rights to get the materials inspected from a **Government or Government recognized Laboratory/Test House**.
- 6.53.5 In case of sub-letting to other Contractors or manufacturers or suppliers by the Contractor, the Engineer will reserve the right as follows:
- i) that inspection and/or testing will be carried at the Sub-contractor's works; or
 - ii) that inspection will be carried out at site; or
 - iii) that inspection will be waived, subject to the Contractor furnishing a certificate of compliance with specification by a competent authority recognised by national/international institutes.
- 6.53.6 The Employer shall appoint a **Third Party Inspection Agency** from any one of **Lloyd's/DNV/ABS/BV/IRS** (who are having their offices in India as well as carrying out inspection outside India), at the cost of the Employer, for stage-wise technical inspection and certification of **materials, welding, casting, forging, assemblies, sub-assemblies, Electrical**



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system, Control system, painting, erection, commissioning, etc. [in connection with the jobs related to **Price Schedule Sl. Nos. 1, 2 & 3**]. The relevant Certificates shall be produced by the **Third Party Inspection Agency** to the Engineer or his authorised Representative.

The stage-wise technical inspection will be carried out by the **Third Party Inspection Agency** based on the approved **Quality Assurance Plan (QAP) & Field Quality Assurance Plan (FQAP)** [considering the Schedule Of Requirements (SOR) of the bidding documents].

The scope of the **Third Party Inspection Agency** also includes **Design Appraisal** of the **RMQC** with respect to **Structural Design & Stability, Wheel Load Calculation and Power Calculation**. The Contractor shall have to provide Wheel Load Calculations and Power Calculations to the Third Party Inspection Agency. Regarding Structural Design & Stability, the Contractor shall have to provide all relevant input data and output listings to the Third Party Inspection Agency and if required (by the Third Party Inspection Agency), the Contractor shall also have to provide 1 (one) or 2 (two) sample calculation(s) justifying the veracity of the programme used by the Contractor for such Structural Design & Stability calculations.

The scope of the **Third Party Inspection Agency** also includes appraisal of the **System Engineering/System Design (supported by the relevant Drawings)** [to be prepared by the Contractor], based on which the Contractor will design and develop detailed Engineering and Drawings of different Structural, Mechanical, Electrical & Electronic components, etc. In this regard, **Design Appraisal Certificate** shall have to be issued by the **Third Party Inspection Agency**.

- 6.53.7 The work of fabrication, erection, installation & commissioning of 1 (one) no. **RMQC** will be inspected in various stages. The **bought out items** required for this work and **Spare Spreader [Price Schedule Sl. No. 3]** shall also have to be inspected in stages. The Contractor shall have to submit a **Quality Assurance Plan (QAP)** and a **Field Quality Assurance Plan (FQAP)**, based on the Schedule Of Requirements (SOR), Technical Specification and other terms & conditions stipulated in the bidding documents. The **QAP & FQAP** shall be approved by the “Engineer”, after the



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- same are duly recommended by the **Third Party Inspection Agency**. The **Technical Inspection & Certification** will be carried out by the **Third Party Inspection Agency**, in accordance with approved **QAP & FQAP**.
- 6.53.8 In all cases where tests are required, within the purview of QAP & FQAP, whether at the premises of the Contractor or any Sub-contractor or elsewhere, the Contractor, except where otherwise specified, shall provide free of charges such labour, materials, electricity, fuel, water, stores, apparatus and instruments, as may reasonably be demanded, to carry out sufficiently such tests and shall, at all times, facilitate the Engineer or his Representative and the Third Party Inspection Agency, to accomplish such testing.
- 6.53.9 The cost of all tests and/or analyses, within the purview of QAP & FQAP, effected at the Contractor's or Sub-contractor's works and on the site, shall be borne by the Contractor. The Contractor will be called upon to pay all expenses incurred by the Employer in respect of any work found to be defective or of inferior quality, adulterated or otherwise unacceptable.
- 6.53.10 If, during inspection by the **Third Party Inspection Agency**, any material or test [within the purview of QAP & FQAP] fails to fulfil the contract conditions for **more than 2 (two) times**, any **additional amount charged by the Third Party Inspection Agency towards inspection of the same from the 3rd time onwards shall have to be borne by the Contractor**. If the Contractor fails to make such payment to the **Third Party Inspection Agency**, the same shall be deducted from the bill(s) of the Contractor and paid to the **Third Party Inspection Agency**.
- 6.53.11 **Tests on completion:**
On completion of fabrication of all items at the Contractor's premises and also when installation and final adjustments at site are completed, in accordance with the contract, the contractor shall give a **7 (seven) days'** notice to the **Third Party Inspection Agency** [with a copy to the Engineer], in writing (informing the date on which they will be ready to make the tests), before carrying out such tests, in accordance with and in the manner prescribed in the specifications.
- If any portion of work fails under the tests to fulfill the contract conditions, tests of the faulty portion shall, if required by the **Third Party Inspection Agency** or the



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

Engineer or by the Contractor, be repeated within reasonable time, upon the same terms and conditions.

If such “**Tests on completion**” cannot be carried out successfully by the Contractor within 1 (one) month after the time fixed by the Contractor and if, in opinion of the Engineer, the tests are being unduly delayed, the Engineer may, in writing, call upon the Contractor, with 7 (seven) days’ notice, to make such tests, failing which the Engineer may proceed to make such tests himself, at the Contractor’s risk and expense. In the above eventuality, the Employer shall, nevertheless, have the right of using the installations at the Contractor’s risk until the “**Tests on completion**” are successfully carried out.

6.53.12 When the RMQC is completed in all respects and adjustments and testing are over, **Final Operational Tests** [including **Endurance Test** (as per **SOR Clause No. 5.9.5.7**) and **demonstration of duty cycle** (as per **SOR Clause No. 5.9.5.6**)] shall be carried out in presence of the **Engineer** or his Representative and the **Third Party Inspection Agency**. If the tests are completed successfully, the RMQC shall be handed over to HDC, KoPT for operation.

6.53.13 Notwithstanding the fact that the materials or part of equipment or the whole equipment has passed the inspection, the Contractor is not relieved from his obligations to conform to the quality, workmanship, guaranteeing the performance, etc., as per the contract.

6.54.1 The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time

- (a) 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,
- (b) for the substitution of proper and suitable materials, or
- (c) the removal and proper re-execution of any work, which, in respect of material and workmanship, is not in accordance with the contract or the instructions of the Engineer.

The Contractor shall comply with such order at his own expense and within the time specified in the order. If the Contractor fails to comply, the Engineer shall be at liberty



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			to dispose any such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency, at the risk and expense of the Contractor and after giving him a written prior notice of 7 (seven) days.
6.55	Removal of materials on completion	6.55.1	The Contractor shall, on completion of the contract or when directed by the Employer, shall have to remove all plant, equipment, tools, materials, temporary constructions, etc. and rubbish garbage, waste, which may have accumulated during the execution of the contract, other than those permanently used into the work, at Employer's site.
6.56	Workmanship and secrecy	6.56.1	The Contractor shall carry out the services in conformity with generally accepted norms and sound standards of Engineering. The Contractor shall be responsible for the technical soundness of the services rendered. In the event of any deficiency in those services, the Contractor shall promptly re-do the same, at no additional cost to the Employer.
		6.56.2	The Contractor shall use all the documents, drawings and other data & information, of proprietary nature, received from the Employer, solely for the purpose of performing and carrying out the obligations on his part under the Agreement in the performance of the works for the project and maintain utmost secrecy, in this regard. The documents, drawings and other data & information, received from the Employer, shall not be used by the Contractor for any other purpose.
<u>F.</u>			<u>COMMENCEMENT, EXECUTION & COMPLETION OF WORK, HANDING OVER AND TAKING OVER</u>
6.57	Preliminary time to commence work and maintenance of steady rate of progress	6.57.1	The Contractor shall commence the work within 7 (seven) days of the receipt of Engineer's letter informing acceptance of the Contractor's bid/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 Representative, time being deemed the essence of the contract on the part of the Contractor.
6.58	Contractor's site office	6.58.1	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.



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6.59 Contractor to observe Trustees' working hours	6.59.1	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.
6.60 Contractor to supply all materials as per requirement of the Engineer or his Representative	6.60.1	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.
6.61 Materials and works	6.61.1	Unless stipulated otherwise in the contract, all materials, workmanship and method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the material and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.
6.62 Contractor to submit samples for approval	6.62.1	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.
6.63 Contractor to seek approval of Engineer or his Representative before covering up any portion of work	6.63.1	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.
	6.63.2	The Trustees shall reimburse such cost, as



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		determined by the Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.
6.64 Contractor to suspend work on order from Engineer or his Representative	6.64.1	On a written order of the Engineer or his Representative, the Contractor shall delay or suspend the progress of the work, till such time the written order to resume the execution is received by him. During such suspension, the Contractor shall protect and secure the work to the satisfaction of the Engineer or his Representative. All extra expenses, in giving effect to such order, shall be considered by the Trustees, unless such suspension is: (a) otherwise provided for in the contract, or (b) necessary by reason of some default on the part of the Contractor, or (c) necessary by reason of climatic conditions on the site, or (d) necessary for proper execution of the works or for the safety of the works or any part thereof.
	6.64.2	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.
	6.64.3	If at any time, before or after commencement of the work, the Trustees do not require the whole of the work tendered for, the Engineer shall notify the same to the Contractor in writing and the Contractor shall stop further works in compliance of the same. The Contractor shall not be entitled to any claim for compensation for underived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer in the original specifications, drawings, designs and instructions.
6.65 Completion Certificate G.C - 1	6.65.1	When the whole of the work [as detailed in GCC Clause No. 6.67 (Completion period)] has been completed to the satisfaction of the Engineer, the Contractor shall, within 21 (twenty one) days of submission of his application to the Engineer, be entitled to receive from him a certificate for completion of work in the "Form G.C - 1" [as per the form furnished in Section - XII (Contract Form - "V")].
6.66 Availability of Berth site (in	6.66.1	During the progress of this contract, the Contractor should co-ordinate with HDC, KoPT and carry out their work



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connection with erection/ installation & commissioning of RMQC)	in such manners, so as to minimize inconvenience to Port Operations and to the other agencies at site. It should also not cause any stoppage or hindrance to the other agencies at site. The Contractor shall make due allowance for access by other Contractors for the delivery and/or storage of their materials and/or the execution of their work at the same site, if necessary.
6.67 Completion period	<p>6.66.2 Within 2 (two) months from the date of Letter Of Acceptance, the Contractor shall submit a detailed plan, showing the particulars pertaining to requirement of Berth site during erection/installation & commissioning activities (of the new RMQC) by the Contractor at Berth site.</p> <p>6.66.3 Regarding availability of Berth site for erection/installation & commissioning of the new RMQC and associated penalty, GCC Clause No. 6.28.6 must be referred to.</p> <p>6.66.4 The Contractor must mobilize men, materials, tools & tackles, etc. at site in such a manner, so as to eliminate any unnecessary wastage in time, and complete the activities (for which availability of Berth site is required) within the stipulated maximum period of Berth site occupation.</p> <p>6.67.1 All the jobs, as per contract (as detailed below), are to be completed within 12 (twelve) months from the date of award of contract:</p> <ul style="list-style-type: none">(a) Design, manufacture, supply, installation, testing& commissioning [including clearance from the relevantStatutory Authorities, if and as applicable]of 1 (one) no. Rail Mounted Quay Crane (RMQC)and handing over the same to HDC,KoPT.(b) Supply of Spare Spreader.(c) Training of various categories of personnel.(d) Furnishing detailed Training Manual, Operational & Maintenance Manual and complete Drawings (including As Built Drawings).(e) Any other job, as per the contract.
6.68 Taking over of theRMQC by KoPT	<p>6.68.1 The RMQC will be taken over by HDC,KoPT after completion of the works [Design, manufacture, supply, installation, testing& commissioning of1 (one) no. RMQC] in accordance with the contract, having passed all the tests under “Tests on completion”(including Endurance Test and Demonstration of Duty Cycle) [without compromising safety</p>



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**6.69 Defect Liability
Period (DLP)**

norms and satisfying all functional requirements without affecting the productivity of the RMQC], having been certified by the Statutory Authorities (Competent agency notified by Dock Safety Inspectorate, etc.) and a Taking Over Certificate for the works has been issued.

6.68.2 Any punch item, which is not affecting safety norms and functional requirements without affecting the productivity of the RMQC, shall be closed within 6 (six) weeks from the date of taking over the RMQC by HDC, KoPT. In such case, the duration of Defect Liability Period (DLP) [Ref.: **GCC Clause No. 6.69**] would be counted from the date of taking over the RMQC by HDC, KoPT.

6.68.3 In case such punch items are not closed within 6 (six) weeks from the date of taking over the RMQC by HDC, KoPT [as mentioned in **GCC Clause No. 6.68.2**], the duration of Defect Liability Period (DLP) [Ref.: **GCC Clause No. 6.69**] would be counted from the date of closure of all punch items.

6.68.4 However, the actual date of completion of the contract will be considered as per **GCC Clause No. 6.67** [Completion period].

6.69.1 “Defect Liability Period” of the RMQC (except for the items listed in **GCC Clause No. 6.69.4**) shall mean the **Guarantee Period**, which starts from the date of taking over the RMQC [as per **GCC Clause No. 6.68** (Taking over of the RMQC by KoPT)] and will continue till expiry of **24 (twenty-four) months, calculated from the date of taking over the RMQC**, provided the punch items are closed within 6 (six) weeks from the date of taking over the RMQC by HDC, KoPT [as stated in **GCC Clause No. 6.68.2**].

However, if the punch items are not closed within 6 (six) weeks from the date of taking over the RMQC by HDC, KoPT [as mentioned in **GCC Clause No. 6.68.3**], the “Defect Liability Period” of the RMQC (except for the items listed in **GCC Clause No. 6.69.4**) shall start from the date of taking over the RMQC and will continue till expiry of **24 (twenty-four) months, calculated from the date of closure of all punch items**.

6.69.2 “Defect Liability Period” of the Steel structures and painting (including anti-corrosion application, if any) of the RMQC shall mean the **Guarantee Period**, which starts from the date of taking over the RMQC [as per **GCC Clause No. 6.68** (Taking over of the RMQC by KoPT)] and will continue till expiry of **60 (sixty) months, calculated from**



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the date of taking over the RMQC, provided the punch items are closed within 6 (six) weeks from the date of taking over the RMQC by HDC, KoPT [as stated in GCC Clause No. 6.68.2].

However, if the punch items are not closed within 6 (six) weeks from the date of taking over the RMQC by HDC, KoPT [as mentioned in GCC Clause No. 6.68.3], the “Defect Liability Period” of the Steel structures and painting (including anti-corrosion application, if any) shall start from the date of taking over the RMQC and will continue till expiry of 60 (sixty) months, calculated from the date of closure of all punch items.

6.69.3 During this period, the Contractor shall nominate 1 (one) competent, experienced and responsible technical person, to co-ordinate and execute all works to be attended by the Contractor, as per contractual obligations, without any extra cost to HDC, KoPT.

6.69.4 The “Defect Liability Period” (Guarantee Period) for the following items (if installed in the RMQC) will start from the date of taking over the RMQC [as per GCC Clause No. 6.68 (Taking over of the RMQC by KoPT)] and will continue till expiry of 12 (twelve) months, calculated from the date of taking over the RMQC or the date of closure of all punch items [if the punch items are not closed within 6 (six) weeks from the date of taking over the RMQC by HDC, KoPT {as mentioned in GCC Clause No. 6.68.3}], as the case may be:

- a. Lamps,
- b. Ballasts,
- c. ‘O’ Rings,
- d. Rubber Bush,
- e. Spring for Resilient Coupling.

6.69.5 The Contractor shall be responsible for making good (including replacement of defective items, if required), with all possible speed, at their expense, any defect in or damage to any portion of the work [including the Spare Spreader supplied by the Contractor (Price Schedule Sl.No.3)], which may appear or occur after the RMQC has been taken over [as per GCC Clause No. 6.68 (Taking over of the RMQC by KoPT)] and before expiry of Defect Liability Period and which arises either:

- a) from any defective materials, workmanship or design,



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**6.70 Defects after
taking over**

or

- b) from any act or omission of the Contractor done or omitted during the said period.

6.70.1 If any such defects shall appear or damage occur (as detailed in **GCC Clause No. 6.69.5**), the Engineer shall forthwith inform the Contractor thereof, stating in writing the nature of defect or damage.

The provision of this clause shall apply to all replacements or renewals carried out by the Contractor to remedy defects and damage as if the said replacements and renewals had been taken over on the date they were completed to the satisfaction of Engineer. After the taking over, if the RMQC cannot be used (for the purpose for which it is intended), during any period, by the reason of a defect or damage, the **Defect Liability Period** shall be extended accordingly. If only a portion of the RMQC is affected, the **Defect Liability Period** shall be extended [in case the defects is not rectified or defective materials is not replaced within 24 (twenty four) hours of its occurrence] only for that portion, provided the RMQC remains in operation fulfilling contract conditions. In neither case shall the **Defect Liability Period** be extended beyond **36 (thirty-six) months** [from the date of taking over the RMQC or from the date of closure of all punch items, as the case may be] for the **RMQC** and beyond **72 (seventy-two) months** [from the date of taking over the RMQC or from the date of closure of all punch items, as the case may be] for the **Steel structures and painting (including anti-corrosion application, if any)**.

6.70.2 If any such defect or damage be not remedied by the Contractor within a reasonable time, HDC, KoPT may proceed to do the work at the Contractor's risk and expense, but without prejudice to any other rights which HDC, KoPT may have against the Contractor in respect of such defects.

6.70.3 The Contractor will be allowed to use any spare/component/consumables, as available, from HDC, KoPT's account, on loan basis, if they so desire, in case of any break-down occurs within the **Defect Liability Period**, to reduce the down time. However, the Contractor will have to replenish the same with a new one at the earliest.

6.70.4 If the replacement or renewals are of such a character as may affect efficiency of the RMQC, the Engineer shall have the right to issue a notice, in writing, to the Contractor, within 1 (one) month of such replacement or renewal, to



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			carry out again the “ Test on Completion ”, in accordance with GCC Clause No. 6.53.11 and Final Operational Tests [including Endurance Test (as per SOR Clause No. 5.9.5.7) and demonstration of duty cycle (as per SOR Clause No. 5.9.5.6)]. The cost of all such tests shall have to be borne by the Contractor, in any case.
		6.70.5	All inspection, adjustments, replacement or renewal carried out by the Contractor during the period referred in this clause shall be subject to the conditions of this contract, which shall be binding on the contractor in all respects during the Defect Liability Period and its extension, if any.
6.71	Extension of completion period and liquidated damage	6.71.1	<u>Extension of completion period:</u> 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 Force Majeure condition (as per GCC Clause No. 6.91) or other special circumstances, of any kind, beyond the control of the Contractor or any other reason not attributable to the Contractor [including hindrance at site of work, non-availability of Berth site as per contract, causes indicated as “ Excepted Risks ”, etc.] cause delay in completing the work, the Contractor shall apply to the Engineer, in writing, for suitable extension of completion period, within 7 (seven) days from the date of occurrence of the reason and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow, in writing, the extension period as he would deem proper for completion of the work, with or without the imposition of “ Liquidated Damage ” (GCC Clause No. 6.71.2 hereof) on the Contractor and his decision shall be binding on the Contractor. If an extension of completion period is granted by the Engineer, “ Liquidated Damage ” (GCC Clause No. 6.71.2 hereof) shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communicated by the Engineer, as aforesaid.
		6.71.2	<u>Liquidated Damage:</u> If the Contractor fails to complete the work [with respect to Price Schedule Sl. Nos. 1, 2 & 3] within the stipulated dates [as per GCC Clause No. 6.67 (Completion period)] 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, as per the following:



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- i) In case of handing over the RMQC after the scheduled completion period, **Liquidated Damage @ ½% of the price of Design, Manufacture, Supply, Installation, Testing & Commissioning of the RMQC [i.e. the price against Price Schedule Sl. Nos. 1 & 2]** for every week or part thereof, beyond the scheduled date of completion, will be deducted from the Contractor's bill. Provided always the amount of such compensation shall not exceed **10% of the cost of Design, Manufacture, Supply, Erection, Testing & Commissioning of the Stacker-cum-reclaimer [i.e. the price against Price Schedule Sl. Nos. 1 & 2]**.
- ii) If the other jobs, as per contract [as defined in **GCC Clause No. 6.67 (Completion period)**], remains unfinished after the scheduled completion period, **Liquidated Damage @ ½% of the total price against Price Schedule Sl. No. 3** for every week or part thereof, beyond the scheduled date of completion, will be deducted from the Contractor's bill. Provided always the amount of such compensation shall not exceed **10% of the cost of such total price against Price Schedule Sl. No. 3 only**.

6.71.3 Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation/damage, as per **GCC Clause No. 6.71.2** 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 **3 (three) days** notice, in writing, has been given to the Contractor by the Engineer or his Representative.

G.

6.72 Contract Price

CONTRACT PRICE , PAYMENT AND DEDUCTIONS

6.72.1 Price charged by the Contractor for the related services performed under the contract shall not vary from the rates accepted by the Employer, based on the bid/offer of the successful bidder and stated in the "Letter Of Acceptance", with the exception of any price adjustment, if provided for in the contract.

6.72.2 Changes in statutory taxes & duties will be adjusted time to



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**6.73 Terms
payment**

of

time.

6.72.3 No claim whatsoever of the Contractor for their man & material resources remaining idle for any reason or for any other expenses incurred by them due to the flow of work not being continuous or for stoppage of work, will be entertained by the Employer.

6.73.1 Payment will be made in **US Dollars** or in **Euro** or in **Indian Rupees**, as per break-up shown in the **Price Schedule**, as quoted by the Contractor (irrespective of Foreign Exchange Rate variation). However, no foreign exchange variation will be paid in case of Indian Contractor.

6.73.2 No payment will be made without signing of **Contract Agreement** and submission of **Performance Bank Guarantee** (and receipt of confirmation thereof) and submission of **Integrity Pact** by the Contractor.

6.73.3 **Letter of Credit** will be opened by HDC, KoPT, within 15 (fifteen) days of signing **Contract Agreement** and submission of **Performance Bank Guarantee** (and receipt of confirmation thereof) and submission of **Integrity Pact** by the Contractor, on an Indian Bank having Branch at Contractor's place and payment will be released stage-wise as indicated below:

6.73.3.1 Against Price Schedule Sl. No. 1:

- i) Payment for **10% amount** will be made, upon submission of **Design Appraisal Certificate** (as per **GCC Clause No. 6.53.6**) issued by the Third Party Inspection Agency, along with **General Arrangement (GA) Drawing of RMQC** duly appraised by the Third Party Inspection Agency.
- ii) Payment for **60% amount** will be made -
against receipt of the **RMQC**, at the designated Berth site, in good condition (duly certified by Marine Insurance Company), verification & certification of the same by the Engineer (supported by Third Party Inspection Certificate) and production of necessary Insurance document(s) by the Contractor [if the **RMQC** is shipped in assembled condition to HDC, KoPT]



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Or,

against installation/erection of the RMQC at the designated Berth site, verification & certification of the same by the Engineer (supported by Third Party Inspection Certificate) and production of necessary Insurance document(s) by the Contractor [if the RMQC is assembled and erected at HDC's premises].

- iii) Payment for **20% amount** will be made, after successful completion of installation, testing & commissioning and taking over (as per **GCC Clause No. 6.68**) of the RMQC.
- iv) Payment for **10% amount** will be made after completion of all jobs as per contract and on verification of performance of the RMQC, duly certified by the Engineer, in regard to successful loading/unloading of **5,000 TEUs**, or after expiry of **3 (three) months** from the date of completion of all jobs [as per **GCC Clause No. 6.67 (Completion period)**], whichever is earlier.

6.73.3.2 Against Price Schedule Sl. No. 2:

- i) Payment for **70% amount** will be made after installation/erection of the RMQC at the designated Berth site and on verification and certification by the Engineer, supported by Third Party Inspection Certificate.
- ii) Payment for **20% amount** will be made, after successful completion of installation, testing & commissioning and taking over (as per **GCC Clause No. 6.68**) of the RMQC.
- iii) Payment for **10% amount** will be made after completion of all jobs as per contract and on verification of performance of the RMQC, duly certified by the Engineer, in regard to successful loading/unloading of **5,000 TEUs**, or after expiry of **3 (three) months** from the date



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of completion of all jobs [as per GCC Clause No. 6.67 (Completion period)], whichever is earlier.

6.73.3.3 Against Price Schedule Sl. No. 3:

- i) Payment for **70% amount** will be made against landing of Spare Spreader at HDC's site and on verification & certification by the Engineer, supported by Third Party Inspection Certificate.
- ii) Payment for **20% amount** will be made, after successful completion of installation, testing & commissioning and taking over (as per GCC Clause No. 6.68) of the RMQC.
- iii) Payment for **10% amount** will be made after completion of all jobs as per contract and on verification of performance of the RMQC, duly certified by the Engineer, in regard to successful loading/unloading of **5,000 TEUs**, or after expiry of **3 (three) months** from the date of completion of all jobs [as per GCC Clause No. 6.67 (Completion period)], whichever is earlier.

6.73.4 Customs dues, etc.:

6.73.4.1 The Contractor shall pay all Marine Dues, viz., Pilotage, Berth Hire, etc., in respect of any materials required for the permanent or temporary works imported to India, in connection with the works, either in the name of the Contractor or the Employer. Landing charges will be to HDC, KoPT's account.

6.73.4.2 HDC, KoPT will obtain LICENCE from the Zonal Jt. Director General of Foreign Trade, Kolkata, to avail EPCG Benefit Scheme.

For foreign Contractor (successful bidder):

- i) In case of foreign Contractor (successful bidder), HDC, KoPT will avail EPCG Authorization and produce it before the Customs Authorities for necessary Exemptions from Customs Duties.
- ii) HDC will appoint a Customs House Agent



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(CHA) to interact with the Customs Authorities, for getting necessary clearances from Customs Department. The Contractor or his local representative shall have to make all coordination with such CHA, in connection with getting the clearances.

For Indian Contractor (successful bidder):

- i) In case of Indian Contractor (successful bidder), HDC, KoPT can provide invalidation letter, under EPCG Benefit Scheme, for importing raw materials/components/parts, etc. required for manufacture of the RMQC. However, invalidation letter for obtaining concessional rate of duty will not be provided for imports of any Sub-contractor of the manufacturer (Contractor).
- ii) If the Indian Contractor intends to avail the benefit of EPCG Licence to be received by HDC, KoPT, they shall have to **submit the list of inputs including components, which they want to import for manufacturing of the RMQC** [including classification with tariff no. under which the Contractor intends to import], to HDC, subsequently after placement of order. HDC, KoPT will not pay any extra amount towards Taxes, Duties (including Customs Duty) and other Levies over the price quoted by the Indian bidders.
- iii) The prices quoted by the Indian bidders should be based on concessional rate of duty, under EPCG Benefit Scheme, against issuance of invalidation letter by HDC, KoPT. HDC, KoPT will not pay any extra amount over and above the prices quoted by the Contractor.
- iv) HDC, KoPT would issue invalidation letter, under EPCG Benefit Scheme, to the Contractor. However, obtaining EPCG benefit is solely the Contractor's responsibility, i.e., they should make all such arrangements for availing the EPCG



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benefit and HDC, KoPT will not compensate the Contractor for their failure to obtain EPCG Benefit / failure to import under EPCG Benefit. This supersedes any other clause mentioned elsewhere in the document for customs duty.

- v) Any upward variation, due to change in Customs Duty classifications, shall be absorbed by the Contractor. However, any reduction in Customs Duty, due to change in classification, shall be passed on to HDC, KoPT.
- vi) Statutory variations, if any, in the rate of Customs Duty, up to a maximum period of 2/3rd of the contractual delivery period, shall be to HDC, KoPT's account. HDC, KoPT will not pay any variation on account of CVD.
- vii) Any increase in price due to increase in the rate of Customs Duty, due to any reasons whatsoever, beyond the above specified period, i.e., 2/3rd of the contractual delivery period, shall be to the Contractor's account. However, any decrease in Custom Duty rate, at the time of actual clearance of imported materials, shall be passed on to HDC, KoPT.
- viii) The CIF value(s) indicated by the Contractor shall be deemed to be the maximum value(s) for the purpose of payment of variation in Custom Duty and/or other statutory variations, if any, thereon.
- ix) The value of refund of Terminal Excise Duty against EPCG Benefit shall be considered equivalent to exact amount of total ED considered and same shall not be payable to the Contractor.
- x) Variation in price due to Customs duty rate will be dealt with separately, after receipt of material at site, against documentary evidence.



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- xi) The Indian bidders should confirm that “At any time after receipt of invalidation letter, if it is known / established that invalidation letter for import of raw material as requested in the bid would not be utilized at all, the bidder undertakes to promptly return the original invalidation letter, with **Affidavit** [as per the form (**Contract Form - “VIII”**) added in **Section-XII**], to HDC, KoPT, without any condition.”

6.73.5 Shipment:

- 6.73.5.1 In case of a foreign shipper, the shipment of the consignment shall be arranged by the Contractor to meet the requirements of the Chief Controller of Chartering, Ministry of Shipping. Accordingly, shipping arrangements have to be done in consultation with Shipping Co-ordinating Officer, Shipping Co-ordination & Chartering Division, Government of India, Ministry of Shipping (Chartering Wing), Parivahan Bhavan, 1, Sansad Marg, New Delhi - Cable TRANSCART, Telex: VAHAN-IN 3161157, 3161158, through their forwarding agents for U.K. and Continent, U.S.A. and Gulf. However, the Contractor may opt for any vessel under any flag.
- 6.73.5.2 It is necessary that adequate notice has to be given to the authorised forwarding agent as approved by the Ministry of Shipping , Govt. of India , regarding readiness of the cargo for the shipment.
- 6.73.5.3 The Bill of Lading should be drawn so as to show:
Shipper(s): Contractor’s nominee.
Consignee: Senior Deputy Manager (P&E), Haldia Dock Complex, Kolkata Port Trust, Haldia, INDIA.
- 6.73.5.4 The Contractor shall submit the copies of the Invoice and Shipping List to HDC, KoPT for information.



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6.73.6 Payment of Customs Duty for foreign bidders:

In case of foreign bidders, importing complete equipment and Spare Spreader of the equipment, HDC will appoint a Customs House Agent (CHA) to interact with the Customs Authorities, for getting necessary clearances from Customs Department. The Contractor or his local representative shall have to make all coordination with such CHA, in connection with getting the clearances. Payment to the Customs Authority, if any, will be made by HDC, KoPT directly, at actual.

6.73.7 Payment of Goods & Services Tax (GST):

For foreign bidder, IGST, if applicable, will be paid by HDC, KoPT directly to the concerned authority. For Indian bidder, the amount of GST will be borne by HDC, KoPT on production of suitable document(s) by the Contractor.

6.73.8 Time of payment:

The Contractor shall have to submit **bills in triplicate** to the Engineer, in accordance with the stage-wise payments mentioned in **GCC Clause No. 6.73.3**. In normal circumstances, payment of the bills, accompanied by **Inspection Certificates** & other relevant documents, duly recommended by the Engineer, will be passed within 30 (thirty) days from the date of receipt of such bills, if found in order. The Bank will release the payment, through the **Letter of Credit**, only after receipt of necessary payment advice from HDC, against such bills, duly passed. However, payment portion of the foreign currencies shall be subject to clearance, required if any, from Reserve Bank of India (RBI).

6.73.9 Income Tax deduction:

Income Tax, if any, as per the relevant provision of the Income Tax Act, shall be **deducted at source** from amount payable to the Contractor.

6.73.10 No interest on account of delayed payments:

Any claim for interest will not be entertained by KoPT with respect to any delay on the part of KoPT for making payment, or for any dispute. The decision of the Engineer is final in such matters.



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| 6.74 Extra expenses incurred by the Employer | 6.74.1 Any extra expenses incurred in connection to the work by the Employer in the performance of the work owing to the neglect or omission on the part of the Contractor in any of the case mentioned in this contract shall be deducted from any sum due or which may thereafter become due to the Contractor or from any amount lying with them or under their control or they may be called upon to pay the amount of such extra expense to such person or persons as the Employer may appoint to receive the same and in the event of the Contractor failing to make such payment, the said amount shall be recoverable from them in such manner as the Employer may determine, |
| 6.75 Recovery of deducted amount | 6.75.1 Without prejudice to any of their legal rights, the Trustees shall have the power to recover the amount of DEDUCTION , from any money due or likely to become due to the Contractor. Such payment or deduction shall not relieve the Contractor from their obligation to complete the work or from any of their other obligations / liabilities under the contract. |
| 6.76 Variation and its valuation | 6.76.1 The Engineer shall have the power to order the Contractor, in writing, to make any variation of the quantity, quality or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows: <ul style="list-style-type: none">(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. 6.76.2 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. |
| | 6.76.3 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 |



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- but is the result of the quantities exceeding or being less than those stated in the “Price Schedule”. 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.
- 6.76.4 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.
- 6.76.5 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.
- 6.76.6 All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra, additional or substituted work, then the Engineer may decide the suitable rates on the basis of “Schedule of Rates” (including surcharge in force at the time of acceptance of bid), 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.
- 6.76.7 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 **GCC Clause Nos. 6.76.5 & 6.76.6**, 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.

H.

**6.77 Notice
correct**

to

TERMINATION BY EMPLOYER

- 6.77.1 If the Contractor fails to carry out any of their obligations under the contract, the Engineer may give notice to the Contractor, requiring them to make good the failure and to remedy the same within a specified reasonable time.



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**6.78 Termination by
Employer**

6.78.1 The Employer shall be entitled to terminate the contract if:

- (a) the Contractor fails to comply with **GCC Clause No. 6.21 [Performance Guarantee/ Security Deposit]**
or
with a notice under **GCC Clause No. 6.77 [Notice to correct]**,
- (b) the Contractor **abandons** the work, or **repudiates** the contract, or otherwise plainly demonstrates the intention not to continue performance of their obligations under the contract,
- (c) the Contractor, without reasonable or lawful excuse under this contract,
 - i) fails to proceed with the work, **within 14 days** from the scheduled date for commencement of work, in accordance with **GCC Clause No. 6.57 [Preliminary time to commence work and maintenance of steady rate of progress]**,
 - ii) keeps the work suspended for **at least 14 days**, despite receiving Engineer's written notice to proceed with the work,
or
 - iii) fails to comply with a notice issued regarding rejection of material(s)/work and/or remedial work, **within 28 days** after receiving it,
- (d) the Contractor **assigns/sub-contracts the whole of the work**
or
sub-contracts any portion of the work, without the required consent, in line with **GCC Clause No. 6.23**.
- (e) the Contractor becomes **bankrupt** or **insolvent**, goes into liquidation, have a receiving or administrative order made against them, compounds with their creditors, or carries on business under a receiver, trustees or manager for the benefit of their creditors, or if any act is done or event occurs which (under applicable laws) has a similar effect to any of these acts or events,
- (f) the Contractor gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward,
 - i) for doing or forbearing to do any action in relation to



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the contract, or

- ii) for showing or forbearing to show favour or disfavour to any person in relation to the contract,

or, if any of the Contractor's personnel, Agents or Sub-contractors gives or offers to give (directly or in directly) to any person any such inducement or reward as is described in this **sub-paragraph (f)**. However, lawful inducement and reward to the Contractor's personnel shall not entitle termination.

- (g) the Contractor fails to execute the work in accordance with the contract or persistently or flagrantly neglects to carry out their obligations under the contract.
- (h) the Contractor fail to make payment of wages to their personnel in relation to this contract,
- (i) the Contractor fails to carry out the work satisfactorily (as stated in these bidding documents or otherwise decided by the Engineer) or may not be able to complete the work within the agreed period on account of Contractor's lapses.
- (j) any accident occurs due to improper way of working by the Contractor's personnel, or
- (k) any misconduct done by Contractor's personnel (including that of Agents or Sub-contractors) to KoPT's employees.

In any of these event or circumstances, the Employer may, upon giving a **minimum 14 days' notice** [communicated by the Engineer] to the Contractor, **terminate the contract** and expel the Contractor from the site, without being liable for any compensation to the Contractor. However, in case of **sub-paragraph (e) or (f)**, the Employer may, by notice [communicated by the Engineer], terminate the contract immediately.

The Employer's election to terminate the contract shall not prejudice any other rights of the Employer, under the contract or otherwise.

- 6.78.2 Upon receipt of the letter of termination of work, which may be issued by the Engineer on behalf of the Employer, the Contractor shall have to leave the site of work and deliver any **required goods**, all **Contractor's documents**, and other **design documents**, made by or for them, all the



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Trustees' tools, plant and materials issued to them, at the place to be ascertained by the Engineer, **within 7 days** of receipt of such letter. However, the Contractor shall use their best efforts to comply immediately with any reasonable instructions included in the notice

- i) for the assignment of any Sub-contractor,
and
- ii) for the protection of life or property or for the safety of the equipment/work.

The Contractor shall not be released from any of their obligations or liability under the contract and the rights & authorities conferred on the Employer and Engineer, by the contract, shall not be affected.

6.78.3 Upon such termination of work, the Employer shall have the power to complete the work by **themselves** and/or through **any other agency** at the **Contractor's risk & 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 they duly completed the whole of the work in accordance with the contract.**

The Employer or such other agency may use, for such completion, so much of the Contractor's documents, other design documents, made by or on behalf of the Contractor, Contractor's equipment, temporary work, plant & materials, as they think proper.

Upon completion of the work, or at such earlier date, as the Engineer shall give notice that the Contractor's equipment and temporary work will be released to the Contractor at or near the site, the Contractor shall remove or arrange removal of the same from such place without delay and at their risk & cost. However, if by this time the Contractor has failed to make a payment due to the Employer, these items may be sold by the Employer in order to recover this payment. Any balance of the proceeds shall be paid to the Contractor.

**6.79 Valuation at
date of
termination**

6.79.1 As soon as practicable after a notice of termination under **GCC Clause No. 6.78 [Termination by Employer]**, has taken effect, the Engineer shall proceed in accordance with **GCC Clause No. 6.20 [Determinations]** to agree or determine the value of the work, goods & Contractor's documents, and any other sums due to the Contractor for work executed, in accordance with the contract. The



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**6.80 Payment after
termination**

6.80.1 After a Notice of termination, under **GCC Clause No. 6.78 [Termination by Employer]** has taken effect, the Employer may

- (a) give notice to the Contractor, indicating the particulars, for which Employer is entitled to any payment under any Clause or otherwise in connection with the contract, and or any extension of the **Defect Notification Period**.

However , Notice is not required for payments due under **GCC Clause No. 6.27 [Supply of water and Electricity]**, under **GCC Clause No. 6.28 [Use of ground and land/covered space for Contractor's establishment]**, or for other services requested by the Contractor,

- (b) withhold further payments to the Contractor until the cost of execution, completion and remedying of any defects, damage, and all other costs incurred by the Employer, have been established, and / or
- (c) recover from the Contractor any losses and damages incurred by the Employer and any extra costs of completing the work, after allowing for any sum due to the Contractor under **GCC Clause No. 6.79 [Valuation at date of termination]**. After recovering any such losses, damages and extra costs, the Employer shall pay any balance to the Contractor.

**6.81 Employer's
entitlement to
termination for
convenience**

6.81.1 The Employer, by notice [communicated by the Engineer] sent to the Contractor, may terminate the Contract, in whole or in part, at any time for **Employer's convenience**. Such termination shall take effect **28 days** after the date on which the Contractor receives this notice or the Employer returns the Performance Guarantee. The notice of such termination shall specify that termination is for **Employer's convenience**, the extent to which performance of the Contractor under the contract is terminated, and the date upon which such termination become effective.

The Employer shall not terminate the contract under this Sub-clause in order to execute the work exclusively by



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			themselves or to arrange for work to be executed exclusively by another Contractor or to avoid a termination of the contract by the Contractor under GCC Clause No. 6.84 [Termination by Contractor] .
			After such termination, the Contractor shall proceed in accordance with GCC Clause No. 6.85 [Cessation of work and removal of Contractor's equipment] and shall be paid in accordance with GCC Clause No. 6.95 [Optional termination, payment and release] .
6.82	Corrupt fraudulent practices	or	6.82.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel them from the Site, and the provisions of GCC Clause Nos. 6.77 to 6.80 shall apply as if such expulsion had been made under GCC Clause No. 6.78 [Termination by Employer] . Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the work, then that employee shall be removed in accordance with GCC Clause No. 6.22 [Contractor's personnel and Contractor's representative] . For the purposes of this clause: (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party; (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; (v) "obstructive practice" is deliberately destroying,



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falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Employer investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and / or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

I.

**6.83 Contractor's
entitlement to
suspend work**

SUSPENSION AND TERMINATION BY CONTRACTOR

6.83.1 The Contractor may, if the Employer fails to pay the Contractor the amount due under any certificate of the Engineer **within 28 days** after the expiry of the time stated in **GCC Clause No. 6.73 [Terms of payment]** within which payment is to be made, subject to any deduction that the Employer is entitled to make under the Contract, after giving 28 days' prior notice to the Employer, with a copy to the Engineer, suspended work or reduce the rate of work.

6.83.2 If the Contractor subsequently receives the due payment (as described in the relevant Clause and in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.

6.83.3 If the Contractor suspends work or reduces the rate of work in accordance with the provisions of this Clause and thereby suffers delay, the Engineer shall, after due consultation with the Contractor, determine any extension of time or minimum criteria for satisfactory performance, to which the Contractor is entitled and shall notify the Contractor accordingly.

**6.84 Termination by
Contractor**

6.84.1 The Contractor will be entitled to terminate the Contract if:

- a) the Contractor does not receive the reasonable evidence within **42 days** after giving notice under **GCC Clause No. 6.83 [Contractor's entitlement to suspend work]** in respect of a failure of the Employer to pay the Contractor the amount due,
- b) the Employer obstruct or refuse any required approval to the issue of any such certificate, which is essentially required for further progress of the work without notifying any reason for such obstruction or refusal for a unreasonably long period of time, or
- c) the Employer become bankrupt or insolvent, go into liquidation, or enter into composition with the creditors,



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			or
			d) the Employer give notice to the Contractor that for unforeseen reasons, due to economic dislocation, it is impossible for them to continue to meet their contractual obligations.
			In any of these events or circumstances, the Contractor may, upon giving 28 days' notice to the Employer (with a copy to the Engineer), terminate the Contract.
			The Contractor's election to terminate the Contract shall not prejudice any other rights of the Contractor, under the Contract or otherwise.
6.85	Cessation of work and removal of Contractor's equipment	6.85.1	After a notice of termination under GCC Clause No. 6.81 [Employer's entitlement to termination for convenience] , GCC Clause No. 6.84 [Termination by Contractor] or GCC Clause No. 6.95 [Optional termination, payment and release] has taken effect, the Contractor shall promptly: a) cease all further work, except for such work as may be necessary and instructed by the Engineer for the purpose of making safe or protecting those parts of the work already executed and any work required to leave the site in a clean and safe condition. b) hand over all construction documents, Plant and Materials for which the Contractor has received payment. c) hand over those other parts of the Works executed by the Contractor up to the date of termination d) remove all Contractor's equipment, which is on the site and repatriate all their staff and labour from the site. and e) remove all other goods from the site, except as necessary for safety, and leave the site. Any such termination shall be without prejudice to any other right of the Contractor under the contract.
6.86	Payment on termination	6.86.1	After a notice of termination under GCC Clause No. 6.84 [Termination by Contractor] has taken effect, the Employer shall promptly: (a) return the Performance Guarantee / Security Deposit to the Contractor, (b) pay the Contractor in accordance with GCC Clause No. 6.95 [Optional termination, payment and



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J.

**6.87 General
requirements
for insurances**

release] ,
and

- (c) pay to the Contractor the amount of any loss or damage sustained by the Contractor as a result of this termination.

INSURANCE

6.87.1 Premium for the insurance policies shall have to be paid by the Contractor, time to time, for keeping the same valid for the "Completion period" [Ref.: GCC Clause No. 6.67]. The copies of such renewal receipts shall also have to be submitted by the Contractor to the Engineer.

6.87.2 For all practical purposes, insurance shall be from any of the following Indian Insurance Companies viz. **Oriental Insurance Co. Ltd., National Insurance Co. Ltd., New India Assurance Co. Ltd. and United India Insurance Co. Ltd.**

6.87.3 Any amount of money received against any Insurance Policy, shall be applied in or towards the compensation and / or replacement & repair of the work lost, damaged or destroyed, but this provision shall not affect the Contractor's liabilities under the Contract.

**6.88 Insurance
against injury to
persons and
damage to
property**

6.88.1 The Contractor should be solely responsible for any **injury / damage caused to the personnel / Board's property**, during execution of the work. For this, they have to take **comprehensive full coverage [except due to fire & other perils] of Insurance** in the name of KoPT and submit the Insurance Policy.

**6.89 Insurance for
Contractor's
personnel**

6.89.1 The Contractor shall have to obtain an **Insurance Policy**, covering **all risks under the Workmen's Compensation Act, 1923** and shall have to keep the same renewed, from time to time as necessary, for the duration of the contract. The policy, as well as the renewal receipts, as applicable, shall have to be submitted by the Contractor to the Engineer, immediately after receipt of the same.

**6.90 Third Party
insurance**

6.90.1 The Contractor shall have to obtain necessary **Third Party insurance** cover, in the **name of KoPT** and submit the Insurance Policy to the Engineer, to compensate any injury or damage caused to the Third Party, which includes labourers or any outsiders, who may suffer damage or injury during the execution of the contract.

The Limit of Indemnity will be as follows:

Any One Accident (AOA) limit : INR 10 Crore.



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Any One Year (AOY) limit : INR 10 Crore.

K.

**6.91 Definition of
Force Majeure**

FORCE MAJEURE

6.91.1 In this clause “Force Majeure “ means an exceptional event or circumstance

- a) which is beyond the control of the Employer and the Contractor,
- b) which such party (Employer / Contractor) could not reasonably have provided against before entering into the contract,
- c) which, having arisen, such party could not reasonably have avoided or overcome,
- and
- d) which is not attributable to other party.

Force Majeure may include, but not limited to, exceptional events or circumstances of the kind listed below, so long as conditions a) to d) above are satisfied:

- i) war, hostilities (whether war be declared or not) , invasion, act of foreign enemies;
- ii) rebellion, terrorism, sabotage by persons other than the Contractor’s personnel, revolution, insurrection , military or usurped power, or Civil War;
- iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor’s personnel;
- iv) munitions of war, explosive materials, ionisation radiation or contamination by radio-activity, except as may be attributable to the Contractor’s use of such munitions, explosives, radiations or radio-activity;
- v) natural catastrophes such as earthquake, tsunami (caused by earthquake at the ocean bed), fire, floods, hurricane, cyclone, typhoon or volcanic activity , and
- vi) pressure waves caused by air craft or other aerial devices travelling at sonic or supersonic speed at the site of the work.

**6.92 Notice of Force
Majeure**

6.92.1 If a party is or will be prevented from performing its obligations under the Contract by Force Majeure, then it shall give notice to the other party of the event or circumstances constituting the Force Majeure and shall



**PART-4 :: CONDITIONS OF CONTRACT
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	<p>specify the obligations, the performance of which is or will be prevented. The notice shall be given within 48(forty eight) hours of the alleged beginning of the relevant event or circumstance constituting Force Majeure, giving full particulars and satisfactory evidence.</p> <p>The party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.</p> <p>Notwithstanding any other provision of this clause, Force Majeure shall not apply to obligations of either party to make payments to the other party under the contract.</p>
6.93 Duty to minimise delay	<p>6.93.1 Each party shall at all times use all reasonable endeavours to minimise any delay in the performance of the contract as a result of Force Majeure.</p> <p>A Party shall give notice to the other party when it ceases to be affected by the Force Majeure, within 48(forty eight) hours of such ending.</p>
6.94 Consequences of Force Majeure	<p>6.94.1 If the Contractor is prevented from performing its substantial obligations under the Contract by Force Majeure of which notice has been given under GCC Clause No. 6.92 [Notice of Force Majeure], and suffers delay and/or non-performance as per the contractual obligations, by reason of such Force Majeure, the Contractor shall be entitled, subject to GCC Clause No. 6.96 [Engineer's decision], to:</p> <ul style="list-style-type: none">(a) an extension of time for any such delay, if completion is or will be delayed, under GCC Clause No. 6.71 [Extension of completion period and liquidated damage], and(b) non-imposition of penalty due to non-performance as per the contractual obligations. <p>After receiving this notice, the Engineer shall proceed in accordance with GCC Clause No. 6.20 [Determinations] to agree or determine these matters.</p>
6.95 Optional termination, payment and release	<p>6.95.1 If the execution of all the work in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under GCC Clause No. 6.92 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either party may give to the other party a notice of termination of the contract. In this event, the termination shall take effect 7 days after the</p>



**PART-4 :: CONDITIONS OF CONTRACT
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Contract (GCC)**

notice is given, and the Contractor shall proceed in accordance with **GCC Clause No. 6.85** [Cessation of work and removal of Contractor's equipment].

Upon such termination, the Engineer shall determine the value of the work done and issue a payment certificate which shall include:

- a) The amounts payable for any work carried out for which a price is stated in the Contract;
- b) the cost of plant and materials ordered for the work which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery. Such Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer and the Contractor shall place the same at the Employer's disposal;
- c) any other cost or liability, which in the circumstances was reasonably incurred by the Contractor in the expectation of completing the Works;
- d) the **reasonable Cost** of removal of temporary work and Contractor's equipment from the site and the return of such items to the Contractor's premises, and
- e) the reasonable cost of repatriation of the Contractor's staff and labour employed wholly in connection with the work at the date of such termination.

L.

**6.96 Engineer's
decision**

CLAIMS, DISPUTES AND ARBITRATION

6.96.1 If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the contract or the execution of the works, whether during the execution of the works or after their completion and whether before or after repudiation or other termination of the contract, including any dispute as to any opinion, instruction, determination certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred, in writing, to the Engineer within **30 (thirty) days**, with a copy to the other party. Such reference shall state that it is made pursuant to this clause. No later than the **thirtieth day** after the day on



**PART-4 :: CONDITIONS OF CONTRACT
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which he received such reference, the Engineer shall give notice of his decision to the Employer and the Contractor. Such decision shall state that it is made pursuant to this clause.

Unless the contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the works with all due diligence and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided, in an amicable settlement or an arbitral award.

If either the Employer or the Contractor be dissatisfied with any decision of the Engineer, or if the Engineer fails to give notice of his decision on or before the **thirtieth day** after the day on which he received the reference, then either the Employer or the Contractor may, on or before the **seventieth day** after the day on which he received notice of such decision, or on or before the seventieth day after the day on which the said period of thirty days expires, as the case may be, give notice to the other party, with a copy for information to the Engineer, of his intention to commence arbitration, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provided, as to such dispute and, subject to **GCC Clause No. 6.99 (Failure to comply with Engineer's decision)**, no arbitration in respect thereof may be commenced unless such notice is given.

If the Engineer has given notice of his decision as to a matter in dispute to the Employer and the Contractor and no notice of intention to commence arbitration as to such dispute has been given by either the Employer or the Contractor on or before the **seventieth day** after the day on which the parties received notice as to such decision from the Engineer, the said decision shall become final and binding upon the Employer and the Contractor.

**6.97 Amicable
settlement**

6.97.1 Where notice of intention to commence arbitration as to a dispute has been given in accordance with **GCC Clause No. 6.96 (Engineer's decision)** above, both parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both parties agree otherwise, arbitration may be commenced on or **after the fifty-sixth day after the day on which a notice of intention to commence arbitration of such**



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Contract (GCC)**

dispute was given, even if no attempt at amicable settlement thereof has been made.

6.98 Arbitration

6.98.1 Any dispute in respect of which

- a) the decision, if any, of the Engineer, has not become final and binding pursuant to **GCC Clause No. 6.96 (Engineer's decision)** and
- b) amicable settlement has not been reached within the period stated in **GCC Clause No. 6.97 (Amicable settlement)**,

shall be finally settled by arbitration, in accordance with the **Arbitration and Conciliation Act, 1996 (considering its amendment in 2015)** or any statutory modification or re-enactment thereof and rules made there under and for the time being in force. The **Arbitration Tribunal** shall be composed as per provision of the **Arbitration and Conciliation Act, 1996 (considering its amendment in 2015)** or any statutory modification or re-enactment thereof and rules made there under and for the time being in force.

6.98.2 In connection with the instant contract:

- (a) the place of arbitration shall be **Kolkata or Haldia, West Bengal, India,**
- (b) the arbitration shall be conducted in **English language,**
- and
- (c) the fees, if any, of the Arbitrators, if required to be paid before the award of work in respect to disputes is made and published, shall be shared equally by each of the parties.

6.98.3 The Arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion, valuation or decision of the Engineer, relevant to the dispute. Nothing shall disqualify representatives of the parties and the Engineer from being called as a witness and giving evidence before the Arbitrators on any matter, whatsoever, relevant to the dispute.

6.98.4 Neither party shall be limited in the proceedings before such Arbitrators to the evidence or arguments put before the Engineer for the purpose of obtaining his said decision pursuant to **GCC Clause No. 6.96 (Engineer's decision).**



**PART-4 :: CONDITIONS OF CONTRACT
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		No such decision shall disqualify the Engineer from being called as a witness and giving evidence before the Arbitrators on any matter whatsoever relevant to the dispute.
	6.98.5	Arbitration may be commenced prior to or after completion of the works, provided that the obligations of the Employer, the Engineer and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the works.
6.99 Failure to comply with Engineer's decisions	6.99.1	Whether neither the Employer nor the Contractor has given notice of intention to commence arbitration of dispute within the period stated in GCC Clause No. 6.96 (Engineer's decision) and the related decision has become final and binding, either party may, if the other party fails to comply with such decisions, and without prejudice to any other rights it may have, refer the failure to arbitration, in accordance with GCC Clause No. 6.98 (Arbitration) . The provision of GCC Clause No. 6.96 (Engineer's decision) and GCC Clause No. 6.97 (Amicable settlement) shall not apply to any such reference.
6.100 Progress of work not to be interrupted	6.100.1	The Contractor must, at all the times, fulfil their obligations under the contract and shall not slow down or stop the progress of work during the period any dispute is under settlement either through reference to the Engineer or through arbitration, pursuant to the preceding clauses. Even if the works to be carried out during such a period involve matters under dispute, the Contractor shall nevertheless proceed with the works as per direction of the Engineer, pending settlement of the dispute. Failure of the Contractor, in this respect, shall constitute default on their part and render them liable to actions under the provisions of GCC Clause No. 6.78 [Termination by Employer] .

PART-4 :: CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section-XI : Particular Conditions of Contract (PCC)

The General Conditions of Contract (GCC), given in Section-X, should be read in conjunction with other terms and conditions detailed in the “Particular Conditions of Contract” (PCC), “Schedule of Requirements” (SOR), “Price Schedule”, etc. and other stipulations in these bidding documents.

The following Particular Conditions of Contract (PCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Table of Particular Conditions of Contract (PCC)

<u>Part-A ::</u>	<u>Contract Data</u>
<u>Part-B ::</u>	<u>Specific Provisions</u>
Clause No. 6.21	<u>Performance Guarantee / Security Deposit</u>

Part-A :: Contract Data

Conditions	GCC Clause	Data
Engineer's name and address	6.1.2 g)	General Manager (Engg.), Haldia Dock Complex (HDC), KoPT; Engineering Department, Jawahar Tower Complex, P.O: Haldia Township, Dist.: Purba Medinipur, PIN: 721 607, West Bengal, India. Telephone: +91 - 3224 - 263255/264496 Fax : +91 - 3224 - 263255 E-mail : aganesan.hdc@nic.in
Address of the Employer	6.6	Kolkata Port Trust (KoPT). 15, Strand Road, Kolkata - 700 001, West Bengal, India.
Address of the Contractor	6.6	The address furnished by the successful bidder in their bid/offer or notified by them subsequently (regarding changes, if any).

Part B - Specific Provisions

Clause No. 6.21	<u>Clause No. 6.21.1</u>
Performance Guarantee / Security Deposit	<p>Performance Bank Guarantee [as mentioned in GCC Clause Nos. 6.21.1.1 & 6.21.1.2] shall be denominated in the currency(ies) of payment in the contract, and shall be in the form furnished in Section - XII (Contract Form - "IV").</p> <p>The Contractor shall carry out the services in conformity with generally accepted norms and sound standards of Engineering. The Contractor shall be responsible for the technical soundness of the services rendered. In the event of any deficiency in those services, the Contractor shall promptly redo the same, to the satisfaction of the Employer, at no additional cost to the Employer and within the validity period of the respective Performance Bank Guarantee. Otherwise, the validity of the respective Bank Guarantee shall have to be extended further suitably, to cover such period for making good the deficiencies.</p> <p>In case of foreign Bank Guarantee, it should be routed through the Kolkata Branch of any corresponding Nationalized/Scheduled Bank in India and such corresponding Bank shall confirm the same and standby 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 Kolkata High Court.</p> <p>The original Bank Guarantee (including confirmation from corresponding Nationalized/Scheduled Bank in India, in case of Foreign Bank Guarantee) should be sent by the issuing Branch of the Bank, directly to the Employer, under Registered Post (A.D), at the following address:</p> <p>Senior Deputy Manager (Finance), Haldia Dock Complex (HDC), JawaharTower Complex, P.O: HaldiaTownship, Dist.: Purba Medinipur, PIN - 721 607, West Bengal, India.</p> <p>A photocopy of the Bank Guarantee should also be sent to the Engineer, by the Contractor, for record.</p> <p>The Senior Deputy Manager (Finance), HDC may require Bank's confirmation for having issued the Guarantee. In that case, the issuing Branch of the Bank (and the corresponding Nationalized/Scheduled Bank in India, in case of Foreign Bank Guarantee) should send a confirmation letter, directly to the Employer, under Registered Post (A.D), at the above address.</p> <p><u>Clause No. 6.21.3</u></p> <p>In the event of failure of the Contractor to ensure the performance in execution of the contract, during the actual duration of contract, and if the Contractor do not respond to the requirement of the situation, as per the contract, and if the Employer is forced to forfeit Performance Bank Guarantee to meet the situation, the Contractor shall have to revalidate the corresponding Bank Guarantee, for a suitable period (as indicated against GCC Clause No. 6.21.1).</p>

Clause No. 6.21.4

The Employer shall be at liberty to deduct/recover any of their dues from the Performance Guarantee/Security Deposit [by lodging claim under Performance Bank Guarantee (to be submitted by the Contractor, as indicated above)].

All compensation or any other sums of money payable by the Contractor to the Employer, under the terms of contract, may be deducted from or recovered by encashment of the Performance Bank Guarantee to that extent or any sum due or may become due to the Contractor by the Employer, on any account whatsoever.

In that case, if the **Performance Guarantee/Security Deposit** reduces by reason of any such deduction or encashment, as aforesaid, the Contractor shall have to, **within 15 (fifteen) days thereafter**, make good the amount so reduced.

Clause No. 6.21.8

The procedure of refund of Performance Guarantee/Security Deposit would be as follows:

- i) Performance Guarantee/Security Deposit with respect to the RMQC:

On submission of Performance Guarantee/Security Deposit (as stated in **GCC Clause No. 6.21.1.2**) and on completion of the 'Defect liability period' (considering extension, if any) of the RMQC (as specified in **GCC Clause No. 6.69**), the Contractor may apply for refund of his Performance Guarantee/Security Deposit (as stated in **GCC Clause No. 6.21.1.1**) by submitting an application to the Engineer, in this regard, whereupon the Engineer shall issue necessary recommendation for release of the Performance Guarantee/Security Deposit (as stated in **GCC Clause No. 6.21.1.1**). Within **2 (two) months** of the Engineer's recommendation, the Trustees shall refund the balance due against the Performance Guarantee/Security Deposit (as stated in **GCC Clause No. 6.21.1.1**) to the Contractor, after making deduction therefrom in respect of any sum due to the Trustees from the Contractor.

- ii) Performance Guarantee/Security Deposit with respect to Steel structures and painting (including anti-corrosion application, if any) of the RMQC:

On completion of the contract (considering extension, if any) in the manner stated in **GCC Clause No. 6.21.6 & 6.21.7** [including successful completion of the 'Defect liability period' (considering extension, if any) of the Steel structures and painting (including anti-corrosion application, if any) of the RMQC], to the satisfaction of the Engineer, the Contractor may apply for refund of his Performance Guarantee/Security Deposit (as stated in **GCC Clause No. 6.21.1.2**) by submitting to the Engineer "**No Claim Certificate**", as per the form furnished in **Section-XII (Contract Form - "VII")**, whereupon the Engineer shall issue "**Form G.C-2 (Certificate of Final Completion)**" [as per the form furnished in **Section-XII (Contract Form - "VI")**] and within **2 (two) months** of the Engineer's recommendation, the Trustees shall refund the balance due against the Performance Guarantee/Security Deposit to the Contractor, after making deduction therefrom in respect of any sum due to the Trustees from the Contractor.

PART-4:: CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section - XII

Contract Forms

Table of Contract Forms

CONTRACT FORM - I	FORM OF AGREEMENT
CONTRACT FORM - II	INTEGRITY PACT
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CONTRACT FORM - V	FORM G.C - 1
CONTRACT FORM - VI	FORM G.C - 2 (CERTIFICATE OF FINAL COMPLETION)
CONTRACT FORM - VII	“NO CLAIM CERTIFICATE” FROM CONTRACTOR

FORM OF AGREEMENT

(To be submitted on Non-judicial Stamp Paper of worth not less than INR 50.00)

CONTRACT NO.: SDM(P&E)/1018/...../AGMT/...../.....

TENDER REFERENCE:

Tender No. SDM(P&E) T/14/2018-2019 for Design, manufacture, supply, installation, testing, commissioning & guaranteeing the performance of 1 (one) no. Rail Mounted Quay Crane (RMQC), 40 T lifting capacity under Spreader at 40 m outreach, at General Cargo Berth, Haldia Dock Complex, Kolkata Port Trust, Dist.: Purba Medinipur, West Bengal, India.

ORDER REFERENCE: SDM(P&E)/1018/...../O - dated

This Agreement made this day of , Two Thousand ,
BETWEEN

The Board of Trustees for the Port of Kolkata, a body corporate - constituted by the Major Port Trust Act, 1963 (hereinafter called the '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

[Together hereinafter the "Parties"]

WHEREAS

The Trustees are desirous that certain works should be executed by the Contractor, viz., Design, manufacture, supply, installation, testing, commissioning & guaranteeing the performance of 1 (one) no. Rail Mounted Quay Crane (RMQC), 40 T lifting capacity under Spreader at 40 m outreach, at General Cargo Berth, Haldia Dock Complex, Kolkata Port Trust, Dist.: Purba Medinipur, West Bengal, India and have accepted a bid/offer by the Contractor for execution of such work, including remedying any defects therein, during pendency of the contract.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in **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 :

- a) The said bid/offer.
 - b) The Letter of Acceptance of the bid/offer [vide Order no. SDM(P&E)/1018/...../O - dated]
 - c) The Conditions of Contract and Schedule of Requirements [all terms and conditions of Tender No. **SDM(P&E) T/14/2018-2019**].
 - d) Addenda [Please insert Addenda Nos.]
 - e) The priced **"Price Schedule"**.
 - f) 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 the work, including remedy any defects therein (during the pendency of the contract), in conformity with the provisions of the contract, in all respects.
 4. The Trustees hereby covenants to pay to the Contractor, in consideration of such execution of the work, including remedying of defects therein (during the pendency of the contract), the contract prices, at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

The parties hereunto affixed their respective Common Seals (or have hereunto set their respective hands and seals).

For and on behalf of

For and on behalf of

HALDIA DOCK COMPLEX
KOLKATA PORT TRUST
(TRUSTEES)

(CONTRACTOR)

SEAL

SEAL

In presence of

In presence of

[In case of Association in the form of a Licensing Agreement or a Technical Collaboration Agreement or a Joint Venture Agreement or a Consortium.]

FORM OF AGREEMENT

(To be submitted on Non-judicial Stamp Paper of worth not less than INR 50.00)

CONTRACT NO.: SDM(P&E)/1018/...../AGMT/...../.....

TENDER REFERENCE:

Tender No. SDM(P&E) T/14/2018-2019 for Design, manufacture, supply, installation, testing, commissioning & guaranteeing the performance of 1 (one) no. Rail Mounted Quay Crane (RMQC), 40 T lifting capacity under Spreader at 40 m outreach, at General Cargo Berth, Haldia Dock Complex, Kolkata Port Trust, Dist.: Purba Medinipur, West Bengal, India.

ORDER REFERENCE: SDM(P&E)/1018/...../O - dated

This Agreement made this day of , Two Thousand ,
BETWEEN

The Board of Trustees for the Port of Kolkata, a body corporate - constituted by the Major Port Trust Act, 1963 (hereinafter called the '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 Contractor being the **Lead Partner** of the **Association** (in the form of a **Licensing Agreement** or a **Technical Collaboration Agreement** or a **Joint Venture Agreement** or a **Consortium**) with, a Company organized and existing under the laws of with its head office at

AND WHEREAS

....., a Company organized and existing under the laws of (hereinafter called ".....")

[Together hereinafter the "Parties"]

AND WHEREAS

- i) Contractor and have entered into an Agreement on and subsequent Supplementary Agreement executed on to cover the clauses of the afore-mentioned bid invited by the Trustees.

and

- ii) The Trustees are desirous that certain works should be executed by the Contractor, viz., **Design, manufacture, supply, installation, testing, commissioning & guaranteeing the performance of 1 (one) no. Rail Mounted Quay Crane (RMQC), 40 T lifting capacity under Spreader at 40 m outreach, at General Cargo Berth, Haldia Dock Complex, Kolkata Port Trust, Dist.: Purba Medinipur, West Bengal, India** and have accepted a bid/offer by the Contractor for execution of such work, including remedying any defects therein, during pendency of the contract.

NOW THIS AGREEMENT WITNESSETH as follows :

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in **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 :
 - a) The said bid/offer.
 - b) The Letter of Acceptance of the bid/offer [vide Order no. SDM(P&E)/1018/...../O - dated]
 - c) The Conditions of Contract and Schedule of Requirements [all terms and conditions of Tender No. **SDM(P&E) T/14/2018-2019**].
 - d) Addenda [Please insert Addenda Nos.]
 - e) The priced “**Price Schedule**”.
 - f) Original Agreement dated.....and Supplementary Agreement dated.....between the Contractor and the
 - g) 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 the work, including remedy any defects therein (during the pendency of the contract), in conformity with the provisions of the contract, in all respects.

4. The Trustees hereby covenants to pay to the Contractor, in consideration of such execution of the work, including remedying of defects therein (during the pendency of the contract), the contract prices, at the times and in the manner prescribed by the contract.
5. In terms of the Original Agreement and Supplementary Agreement mentioned hereinbefore between the Contractor and the, the Contractor shall fulfill all contractual obligations with the Trustees in terms of the subject work as per the relevant bid and other documents mentioned above AND the shall be jointly and severally responsible/liable for the performance of the contract in terms ofstipulated in the bidding documents and subsequent Addendum/Corrigendum issued thereon from time to time.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

The parties hereunto affixed their respective Common Seals (or have hereunto set their respective hands and seals).

For and on behalf of

For and on behalf of

HALDIA DOCK COMPLEX
KOLKATA PORT TRUST
(TRUSTEES)
SEAL

(CONTRACTOR)
SEAL

In presence of

In presence of

..... (The “.....”) does hereby reiterate and reconfirm their obligation and responsibilities solely for the purpose of clause nos., mentioned above.

FOR AND ON BEHALF OF

(THE)

SEAL

In presence of

Integrity Pact

Between

Kolkata Port Trust (KoPT) 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 “Design, manufacture, supply, installation, testing, commissioning & guaranteeing the performance of 1 (one) no. Rail Mounted Quay Crane (RMQC), 40 T lifting capacity under Spreader at 40 m outreach, at General Cargo Berth, Haldia Dock Complex, Kolkata Port Trust, Dist.: Purba Medinipur, West Bengal, India.” 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, 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 the 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 also 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 promise for or accept, for self or third person, any material 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.
 - 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 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 Annex-"A".
 - 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:

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 and 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/Sub-contractors:

- (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 Sub-contractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section-7- Other Legal actions against 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(s)/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 BIDDER/CONTRACTOR will also grant the Monitor, upon his request and 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/Sub-contractor(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 of 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/CONTRACTORS and 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 KoPT.

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 or 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 1:
(Name & address)

.....

.....

Witness 2:
(Name & address)

.....

.....

Witness 2:
(Name & address)

.....

.....

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.1 There shall be compulsory registration of Indian agents of Foreign suppliers for all Tenders. An agent who is not registered with KoPT shall apply for registration in the prescribed Application-Form.
- 1.2 Registered agents will file an authenticated Photostat copy (duly attested by a Notary Public)/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/retainer ship being paid by the principal to the agent before the placement of order by KoPT.
- 1.3 Whenever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 **DISCLOSURE OF PARTICULARS OF AGENTS/REPRESENTATIVES IN INDIA, IF ANY.**
- 2.1 **Tenderers of Foreign nationality shall furnish the following details in their offer:**
 - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it is to be confirmed whether it is real substantial Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/remuneration if any, payable to his agents/representatives in India, is to be paid by KoPT in Indian Rupees only.
- 2.2 **Tenderers of Indian Nationality shall furnish the following details in their offers:**
 - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
 - 2.2.2 The amount of commission/remuneration included in the price(s) quoted by the Tenderer for himself.
 - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price(s), is to be paid by KoPT in India in equivalent Indian Rupees.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable for rejection or in the event of a contract materializing, the same liable to termination by KoPT. Besides this there would be a penalty of banning business dealings with KoPT or damage or payment of a named sum.

INDEMNITY BOND

[To be submitted on Non-judicial Stamp Paper of worth not less than INR .50.00, duly notarised]

Reference:

Order no. SDM(P&E)/1018/...../O - dated for **Design, manufacture, supply, installation, testing, commissioning & guaranteeing the performance of 1 (one) no. Rail Mounted Quay Crane (RMQC), 40 T lifting capacity under Spreader at 40 m outreach, at General Cargo Berth, Haldia Dock Complex, Kolkata Port Trust, Dist.: Purba Medinipur, West Bengal, India.**

**General Manager (Engg.),
Haldia Dock Complex, KoPT;
Engineering Department, Jawahar Tower Complex;
P.O: Haldia Township,
Dist.: Purba Medinipur,
PIN: 721 607, West Bengal, India.**

This deed of **Indemnity Bond** made on by having their office at (hereinafter called “the **Contractor**”).

Whereas the General Manager (Engg.), Haldia Dock Complex, Kolkata Port Trust, Dist.: Purba Medinipur, West Bengal (hereinafter call “the Engineer”) has placed an order bearing SDM(P&E)/1018/...../O - dated and some materials, spare parts, components, sub-assemblies, etc. are required to be taken **outside of Haldia Dock Complex** premises for some specialized servicing, repairing, overhauling, etc. or **fault diagnosis & remedial measures** by the Contractor, as per the Terms & Conditions mentioned in the said order, and which have been mutually agreed upon by the parties hereto,

AND

Whereas in consideration of the said contract, the Contractor has agreed to execute an **Indemnity Bond** for the safe custody on receipt of the said materials, spare parts, components, sub-assemblies, etc., from the **Engineer** until the **completion of servicing / overhauling / repairing / remedial work** and returning back to the Engineer as hereinafter appearing.

Now this deed witnessed that in pursuance of the said agreement and in the premises, the Contractor agrees to indemnify Engineer and at all the terms, to hold themselves liable for all the **damages, loss due to pilferage / fire** or negligence on the part of the Contractor or their employees, agents and representatives or from whatever cause, with all losses, interest charges and expenses incurred by the said Engineer on account of the material(s) issued to the Contractor,

AND

It is in terms of the said contract and this **Deed of Indemnity**, the material(s) issued free to the Contractor for servicing / overhauling / repairing / **fault diagnosis & remedial work**, thereon shall be deemed to be the **property of the Engineer**.

It is hereby agreed that the Contractor shall be liable for all injury, losses and damages that may be caused to the, from whatever cause and further that the Contractor shall not part with or delivery possession of the said material(s) to any other party or person, save in compliance with and in performance & provision of contract in respect of which this **Indemnity Bond** is executed, the Contractor having undertaken to delivery the said material (s) in all respect in compliance with the terms of the contract.

This bond and the trust hereby created shall remain valid and binding on the Contractor till such time as the above said order has been fully and finally executed and Contractor has delivered the complete thereon to the Engineer under the terms of the contract.

For and on behalf of (name of the Contractor), under the common seal of the company.

WITNESS

(Signature of the authorised person on behalf of the Contractor)

(Signature)

Name :

Name :

Designation

Designation

Signed in my presence and identified by me

BANK GUARANTEE FOR PERFORMANCE GUARANTEE

[To be submitted on Non-judicial Stamp Paper of worth not less than INR 50.00]

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 for the Port of Kolkata**, a body corporate - duly constituted under the Major Port Trusts Act, 1963 (Act 38 of 1963), (hereinafter referred to as **"The Trustees"**) having awarded to Shri/Messrs a Proprietary/Partnership/Limited/Registered Company, having its Registered Office at(hereinafter referred to as **"The Contractor"**, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a **CONTRACT** by issue of Trustees' Work Order No. SDM(P&E)/1018/...../O- ... dated for **"Design, manufacture, supply, installation, testing, commissioning & guaranteeing the performance of 1 (one) no. Rail Mounted Quay Crane (RMQC), 40 T lifting capacity under Spreader at 40 m outreach, at General Cargo Berth, Haldia Dock Complex, Kolkata Port Trust, Dist.: Purba Medinipur, West Bengal, India"** and the same having been unequivocally accepted by the Contractor resulting in a **CONTRACT** bearing no. **SDM(P&E)/1018/...../AGMT/...../.....** and the Contractor having agreed to provide a **BANK GUARANTEE** from a Nationalized/Scheduled Bank of India, in prescribed format for ₹ (**Indian Rupees**) only, for the faithful and satisfactory performance of the entire contract.

We, ... Branch, Kolkata/Haldia, do, on the advice of the Contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of ₹..... (**Indian Rupees**) only . We,Branch, Kolkata .../Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, we, Branch, Kolkata/Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in

favour of "Kolkata Port Trust", without any demur. Even if there be any dispute between the Contractor and the Trustees, 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 Guarantee in the manner aforesaid, shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the Contractor.

2. We, ' Branch, Kolkata /Haldia, further agree that a mere demand by the Trustees at anytime and in the manner aforesaid, is sufficient for us, Branch, Kolkata /Haldia, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the Contractor and no protest by the Contractor, made either directly or indirectly or through Court, can be valid ground for us, Branch, Kolkata /Haldia, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.
3. We,... .. Branch, Kolkata /Haldia, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the Contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract, have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the Contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive ofday of..... ..200.....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..... /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 do also agree that the Trustees at their option shall be entitled to enforce this Guarantee against us Branch, Kolkata ... /Haldia as principal debtor in the first instance without producing against the Contractor and notwithstanding any security or other guarantee that the Trustees may have in relation to the Contractor's liabilities.
6. 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)

Note:

- i) In case of foreign Bank Guarantee, it shall be routed through any Branch of corresponding Nationalized/Scheduled Bank in India and such corresponding Bank shall confirm the same and standby for all the commitments under the Bank Guarantee. In all cases, any dispute regarding Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court.
- ii) In case the Bank Guarantee is submitted from/routed through a foreign branch of a Nationalized/Scheduled Bank of India, the Bank Guarantee submitted not on Non-judicial Stamp Paper may also be acceptable.

**Kolkata Port Trust
Haldia Dock Complex**

FORM G.C - 1

Contractor : _____

Address : _____

Date of completion : _____

Dear Sir(s),

This is to certify that the following work viz.:

Name of work : Design, manufacture, supply, installation, testing, commissioning & guaranteeing the performance of 1 (one) no. Rail Mounted Quay Crane (RMQC), 40 T lifting capacity under Spreader at 40 m outreach, at General Cargo Berth, Haldia Dock Complex, Kolkata Port Trust, Dist.: Purba Medinipur, West Bengal, India.

Work Order No. : SDM(P&E)/1018/...../O - dated

Contract No./ Agreement No. : SDM(P&E)/1018/...../AGMT/...../.....

which was carried out by you is, in the opinion of the undersigned, complete in every respect on the _____ day of _____ 20____, in accordance with terms of the contract and you are required to maintain the work in accordance with **GCC Clause No. 6.69** of the General Conditions of Contract and under provisions of the contract.

(Signature of the Engineer/Engineer's Representative)

Name:

Designation:

Date:

(OFFICIAL SEAL)

**Kolkata Port Trust
Haldia Dock Complex**

FORM G.C - 2

CERTIFICATE OF FINAL COMPLETION

Senior Deputy Manager (Finance),
Haldia Dock Complex (HDC),
Jawahar Tower Complex,
P.O: Haldia Township,
Dist.: Purba Medinipur,
PIN - 721 607,
West Bengal, India.

This is to certify that the following work viz.:

Name of work : Design, manufacture, supply, installation, testing, commissioning & guaranteeing the performance of 1 (one) no. Rail Mounted Quay Crane (RMQC), 40 T lifting capacity under Spreader at 40 m outreach, at General Cargo Berth, Haldia Dock Complex, Kolkata Port Trust, Dist.: Purba Medinipur, West Bengal, India.

Work Order No. : SDM(P&E)/1018/...../O - dated

Contract No./ Agreement No. : SDM(P&E)/1018/...../AGMT/...../.....

Resolution & :
Meeting No.

Allocation :

which was carried out by is now complete in every respect, in accordance with the terms of the contract and that all obligations under the contract have been fulfilled by the Contractor.

(Signature of the Engineer/Engineer's Representative)

Name:

Designation:

Date:

(OFFICIAL SEAL)

[To be submitted on the Contractor's letterhead]
(“NO CLAIM CERTIFICATE” FROM CONTRACTOR)

General Manager (Engg.),
Haldia Dock Complex, KoPT;
Engineering Department, Jawahar Tower Complex;
P.O: Haldia Township,
Dist.: Purba Medinipur,
PIN: 721 607, West Bengal, India.

Dear Sir,

I/We do, hereby, declare that I/we have received full and final payment, from Haldia Dock Complex, Kolkata Port Trust, for the execution of the following work, viz.

Name of work: Design, manufacture, supply, installation, testing, commissioning & guaranteeing the performance of 1 (one) no. Rail Mounted Quay Crane (RMQC), 40 T lifting capacity under Spreader at 40 m outreach, at General Cargo Berth, Haldia Dock Complex, Kolkata Port Trust, Dist.: Purba Medinipur, West Bengal, India.

Work Order no.: SDM(P&E)/1018/...../O - dated

Contract No./ SDM(P&E)/1018/...../AGMT/...../.....
Agreement No.:

and I/we have no further claim against Haldia Dock Complex, 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)

[To be submitted on Non-judicial Stamp Paper of worth not less than INR 50.00]

AFFIDAVIT

We, _____ (Name and address of indigenous supplier) had been issued invalidation letter no. _____ dated _____ against EPCG License No. _____ dated _____.

We, hereby, declare that we have not used the above said invalidation letter. We further declare that we have not taken benefit of Terminal Excise Duty or any other benefit against above said invalidation letter.

In case the contents of affidavit are found to be incorrect or false, we shall be liable for action under the Foreign Trade Policy Law and other relevant laws.

Date :

Place :

Signature along with Seal

(To be authenticated / affirmed by 1st Class Magistrate / Notary Public)
