



KOLKATA PORT TRUST

KOLKATA DOCK SYSTEM

MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT

8, Garden Reach Road, Kolkata – 700 043

TENDER DOCUMENT

for

“Supply of 1 no. of Reach Stacker (RST) and 2 nos. of Tractor Trailer combination (TTC) on hire for operation/handling/horizontal transfer of ISO Freight Containers at KPD of Kolkata Dock System, Kolkata Port Trust for a period of 1 year”

Notice Inviting Tender No. KoPT/KDS/Mech/DC-III/ADV/530 dated 10.07.2019

Pre-bid meeting: **15.07.2019 at 11:00 hrs.**

Date of closing of Tender: **24.07.2019 on 14:00 hrs.**

Date of opening of techno-commercial bid: **25.07.2019 at 15:00 hrs.**

Tender Fee: 1,770/- (Non-Refundable)

Chief Mechanical Engineer

TENDER DOCUMENT

KOLKATA PORT TRUST KOLKATA DOCK SYSTEM

E-TENDER FOR “Supply of 1 no. of Reach Stacker (RST) and 2 nos. of Tractor Trailer combination (TTC) on hire for operation/handling / horizontal transfer of ISO Freight Containers at KPD of Kolkata Dock System, Kolkata Port Trust for a period of 1 year”

NOTICE INVITING TENDER No. KoPT/KDS/Mech/DC-III/ADV/530 dated 10.07.2019

TENDER NOTICE

Mechanical and Electrical Engineering Department of Kolkata Port Trust invites E-Tender for “Supply of 1 no. of Reach Stacker (RST) and 2 nos. of Tractor Trailer combination (TTC) on hire for operation/handling/ horizontal transfer of ISO Freight Containers at KPD of Kolkata Dock System, Kolkata Port Trust for a period of 1 year” as per the details specified herein the Tender Documents.

Tender Document may be downloaded from CPP Portal i.e. eprocure.gov.in and KoPT’s website www.kolkataporttrust.gov.in . Corrigenda or clarifications, if any, shall be hoisted in the above mentioned websites only.

SCHEDULE OF TENDER

NIT No.	KoPT/KDS/Mech/DC-III/ADV/530 dated 10.07.2019
Name of Work	“Supply of 1 no. of Reach Stacker (RST) and 2 nos. of Tractor Trailer combination (TTC) on hire for operation/handling/horizontal transfer of ISO Freight Containers at KPD of Kolkata Dock System, Kolkata Port Trust for a period of 1 year”
Mode of Tendering	e-procurement system (Open tender)
Cost of Tender Document	Rs.1,770/- in the form of Banker’s Cheque or Pay Order or Demand Draft from any of the Nationalized/Scheduled Banks in India having branch in Kolkata drawn in favour of “ Kolkata Port Trust ” towards cost of Tender Document (applicable for downloaded NIT only)
Estimated Value of Tender	Rs.1,68,00,000/-(Rupees One Crore Sixty Eight lakh only) [excluding GST]for 1 year period for Supply of 1 no. of Reach Stacker (RST) and 2 nos. of Tractor Trailer combination (TTC) on hire for operation/handling/ horizontal transfer of ISO Freight Containers at KPD of Kolkata Dock System, Kolkata Port Trust for a period of 1 year .

Earnest Money Deposit	Rs. 3,36,000/- (Rupees Three Lakh Thirty Six thousand only) The Earnest Money is to be submitted in the form of Banker's Cheque or Pay Order or Demand Draft from any of the Nationalized/Scheduled Banks in India having branch in Kolkata drawn in favour of "Kolkata Port Trust" towards Earnest Money Deposit.
Last date of submission of Tender Document Fee and Earnest Money	25.07.2019 (by 15:00 hrs). However, a scanned copy of EMD and tender fee is to be uploaded by the tenderer along with the bid by 14:00 hrs of 24.07.2019.
Required validity of Bid	Atleast 120 days from the last date of Online submission of bid
Tender Inviting Authority	Chief Mechanical Engineer, Mechanical & Electrical Engineering Department, Kolkata Port Trust 8 Garden Reach Road, Kolkata- 700043

Critical Dates of Tender:

Publish Date and Time	10.07.2019 (at 17:00 hrs)	
Sale/ Document Download Start Date & Time	10.07.2019 (at 17:00 hrs)	
Sale/ Document Download End Date & Time	24.07.2019 (at 14:00 hrs)	
Online Bid Submission Start Date & Time	18.07.2019 (at 17:00 hrs)	
Online Bid Submission End Date & Time	24.07.2019 (by 14:00 hrs)	
Last Date of submission of Cost of Bidding document, EMD and other offline supporting documents at : Office of the Chief Mechanical Engineer Mechanical and Electrical Engineering Department, Kolkata Port Trust, 8, Garden Reach Road, Kolkata-700043	25.07.2019 (by 15:00 hrs)	
Offline Pre-Bid Meeting date and time	15.07.2019 (at 11-00 Hours)	
Bid Opening Date & Time		
i) Technical Bid along with offline documents	25.07.2019 (at 15:00 hrs)	
ii) Price Bid	To be intimated separately.	

NOTICE INVITING ONLINE TENDER

FOR “Supply of 1 no. of Reach Stacker (RST) and 2 nos. of Tractor Trailer combination (TTC) on hire for operation/handling / horizontal transfer of ISO Freight Containers at KPD of Kolkata Dock System, Kolkata Port Trust for a period of 1 year”

- 1.1 Online tenders through NIC’s CPP Portal for e-Procurement (GePNIC) mode are invited by Kolkata Port Trust from GST registered domestic Contractors for executing the work of **“Supply of 1 no. of Reach Stacker (RST) and 2 nos. of Tractor Trailer combination (TTC) on hire for operation/handling / horizontal transfer of ISO Freight Containers at KPD of Kolkata Dock System, Kolkata Port Trust for a period of 1 year”** under two cover system. The estimated cost put to tender is Rs.1,68,00,000/-(Rupees One Crore Sixty Eight lakh only) [excluding GST] for 1 year period.
- 1.2 The tender document through NIC’s CPP Portal for e-Procurement (GePNIC) is open from 10.07.2019 (17:00 hrs) to 24.07.2019 (14:00 hrs) and can be downloaded from the official website of KoPT and through NIC’s CPP Portal for e-Procurement (GePNIC).
- 1.3 The complete tender document can be downloaded from Kolkata Port Trust website: www.kolkataporttrust.gov.in and NIC’s CPP Portal for e-Procurement (GePNIC) and bidders are required to submit tender offer through NIC’s CPP Portal for e-Procurement (GePNIC) on or before the due date and time of submission. The tenderer shall upload the scanned copy of the DD instruments towards the cost of EMD and bid documents set as proof of payment towards EMD and cost of Bid documents while submitting the tender electronically in the NIC’s CPP Portal for e-Procurement (GePNIC). The DD instruments for EMD and cost of bidding document in original shall be forwarded to Office of the Chief Mechanical Engineer, Mechanical and Electrical Engineering Department (M&EE), Kolkata Port Trust, 8, Garden Reach Road, Kolkata- 700043, by 15-00 hours on 25.07.2019. Mere uploading of proof of DD towards EMD and cost of bid documents in the NIC’s CPP Portal for e-Procurement (GePNIC) and non submission in original to the above mentioned address may lead to technical disqualification of bids.
- 1.4 The EMD of **Rs. 3,36,000/-** (Rupees Three lakh Thirty Six thousand only) shall be paid as described in the Tender Document. The tender offer shall have to be submitted by the Tenderer only through NIC’s CPP Portal for e-procurement (GePNIC) mode as explained in the tender document.
 - 1.4.1 The EMD and cost of bidding documents shall be submitted in the form of Demand Draft /Bankers Cheque and drawn on any **Nationalized/Scheduled** Banks drawn in favour of ‘Kolkata Port Trust’ payable at Kolkata.
 - 1.4.2 The Tenderer who is exempted for payment of EMD and cost of bidding documents from NSIC/MSME shall submit a copy of Exemption Certificate duly notarized and upload a scanned copy.
 - 1.4.3 **The proof of EMD and cost of bidding document shall be uploaded as a scanned copy of the instrument through e-procurement mode under the Tender Document – Technical Bid while submitting tender electronically in the NIC’s CPP Portal for e-Procurement (GePNIC). The original EMD and Cost of Bidding Document / Notarized Copy of Exemption Certificate as mentioned above along with a forwarding letter in a sealed envelope shall be dropped in the earmarked Tender Box kept at the office of the Chief Mechanical Engineer, Mechanical and Electrical Engineering Department (M&EE), Kolkata Port Trust, 8, Garden Reach Road, Kolkata-700043 by 15-00 hours on 25.07.2019. Mere uploading of proof of DD towards EMD and**

cost of bid documents in the NIC's CPP Portal for e- Procurement (GePNIC) and non submission in original to the above mentioned address may lead to technical disqualification of bids.

The tender offer shall have to be submitted by the Tenderer only through NIC's CPP Portal for e-Procurement (GePNIC) mode as explained in the Tender Document.

- 1.5 The offer (both Techno-Commercial & Price) must be valid at least 120 days from the last date of online submission of offer; otherwise the offer shall be rejected as non-responsive.

Bidding is open to all eligible bidders meeting the eligibility criteria as defined in Instructions to Bidders under **Annexure-B** (at page-12).

Documentary proof such as copy of Notarized or self attested work order/agreement and completion certificate for the technical experience shall be required to be submitted by the tenderer. However, the successful bidder should produce original documents for verification by the Chief Mechanical Engineer or his representative at the stage of Evaluation or as and when required before finalizing the tender and also audited balance sheets, Profit & Loss account statements for annual turnover certified by Chartered Accountant for meeting eligibility criteria as uploaded under tender document - technical bid link through e-procurement mode. The price bids of those firms who do not meet the eligibility criteria will not be opened.

- 1.6 KoPT do not bind themselves to accept the lowest or any tender and can reject any tender without assigning any reason there for.
- 1.7 The bidders' queries will be clarified through e-procurement portal after completion of the scheduled offline pre-bid meeting as mentioned in the Tender Document.
- 1.8 The due date of online submission of offers will be 24.07.2019 (by 14:00 hrs), unless otherwise notified. In the event of changes in the schedules, the Chief Mechanical Engineer, Kolkata Port Trust notifies the same only through www.kolkataporttrust.gov.in and NIC's CPP Portal for e-Procurement (GePNIC).
- 1.9 If the offers are not received according to the instructions detailed here above, they shall be liable for rejection.

Chief Mechanical Engineer

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List of Annexures

Important instructions for e-tender	Annexure – A
Terms and Conditions of Tender	Annexure – B
Special Conditions of Contract	Annexure – C
Specification, Scope of Work and Terms of Payment	Annexure – D
Rate Schedule	Annexure – E
Affidavit for exemption from ESI Registration	Annexure – F
Indemnity Bond	Annexure – G
Profile of Tenderer	Annexure – H
Covering Letter	Annexure – I
Bid responsive checklist	Annexure – J
Undertaking of Tenderers in lieu of submission of signed copy of Tender document	Annexure – K
Details of contracts by the Firm/ Agency / Individual during the last seven years and also for ongoing contracts	Annexure – L
General Conditions of Contract, Forms and Agreement	Annexure – M

TENDER FOR “Supply of 1 no. of Reach Stacker (RST) and 2 nos. of Tractor Trailer combination (TTC) on hire for operation/handling /horizontal transfer of ISO Freight Containers at KPD of Kolkata Dock System, Kolkata Port Trust for a period of 1 year” vide NIT no. KoPT/KDS/Mech/DC-III/ADV/530 dated 10.07.2019

IMPORTANT INSTRUCTIONS FOR e-Tender

A. Bidders to follow the following procedure to submit the bids online through NIC’s CPP Portal for e-procurement [GePNIC- Government e-Procurement solution of NIC] only.

1. Bidder may read the tenders published in the KoPT web site and NIC’s CPP Portal for e- Procurement (GePNIC) and download the required documents/tender schedules.
2. Bidder should read the tender schedules carefully and submit the documents as asked, otherwise, the bid will be rejected.
3. If there are any clarifications, this may be clarified after completion of the scheduled offline pre-bid meeting. Bidder should take into account of the Addendums, corrigendum as published before submitting the bids through NIC’s CPP Portal for e-Procurement (GePNIC).
4. Bidder should submit the EMD and Cost of Bidding Document as specified in the tender. The original should be submitted to the specified location as per Tender Document, latest by the date and time as mentioned in the tender document.
5. The Bidder should read the terms & conditions and accept the same to proceed further to submit the bid.
6. The Bidder has to select the payment option as offline to pay the EMD & Cost of Bidding Document.
7. The details of the DD instrument / any other accepted instrument, physically submitted, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.

7 (a). **Earnest Money Deposit :** **Rs. 3,36,000/-** (Rupees Three lakh Thirty Six thousand only)

Mode of Payment of EMD : In the form of Demand Draft / Bankers Cheque drawn on any **Nationalized/Scheduled Bank** safeguarding the purchaser’s interest in all respects in favour of “Kolkata Port Trust” payable at Kolkata.

As per MSME Act, 2006 (or Erstwhile NSIC Registered parties), parties will be exempted for submission of EMD and cost of bidding document. However, KoPT reserves the right for rejection of the tender if the certificate submitted by the tenderer is found unsatisfactory for exemption of EMD and cost of bidding document. Bidder of this tender shall upload a scanned copy as proof of EMD and Cost of bidding instruments as mentioned in the Technical Bid of the Tender Document while submitting the tender electronically in the NIC’s CPP Portal for e-Procurement (GePNIC). The original EMD and Cost of Bidding instruments must be submitted in the Tender Box located to the address of the

office of Chief Mechanical Engineer at 8, Garden Reach Road, Kolkata- 700043, before 15-00 hours of 25.07.2019. Mere uploading proof of EMD & Cost of bidding instrument in the portal and non-submission of the original EMD & Cost of bidding instrument at the address as mentioned above by 15-00 hours on 25.07.2019 will lead to technical disqualification of the bid by the bidder.

- 7(b). **Cost of Bidding Document:** **Rs: 1,770/-** including GST(Non-refundable) (Rupees One Thousand seven hundred seventy only)
- Mode of Payment:** In the form of Demand Draft/ Bankers Cheque in favour of “Kolkata Port Trust” .
8. The rates offered details have to be entered separately by the bidder in a spread sheet file (xls format Price bid) in the space allotted and should be filled and uploaded in attached BOQ template file for the tender after the financial bid. The BOQ file, if found modified by the bidder, will lead to rejection of his bid.
 9. The tendering system will give a successful bid updating message and then a bid summary will be shown with the bid no., the date and time of submission of the bid and all other relevant details. The bidder has to submit the relevant documents required as indicated in the cover content.
 10. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
 11. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
 12. For any clarifications with the Tender Inviting Authority (TIA), the bid number can be used as a reference.
 13. For any queries related to portal, the bidders are asked to contact by mail / helpline as given in NIC’s CPP Portal for e-procurement [GePNIC].
 14. Tenderer is required to submit his tender through online in the form of Two Cover System on or before scheduled bid due date of closing and time as notified in NIT. The tender received after the due date and time will not be entertained.
 15. Tender Document can be submitted online only in the designated e-procurement CPP portal of NIC [GePNIC] on or before the due date and time. The time of opening of technical bid is notified in the NIT.
 16. Tenderer should submit the tender as per specification of work, drawings (if any) and in accordance with the instructions to bidders, General Conditions of Contract.

B. COVER – I DETAILS: TECHNICAL BID

This shall contain the following:-

- I. Self Attested copy of trade license / Company Registration and Copy of Valid Professional Tax clearance certificate/ up-to-date Tax Payment Challan.
- II. Self Attested copy of registration certificate with the office of Regional Provident Fund Commissioner (EPF), as per clause 2 of Annexure-B.
- III. Self Attested copy of registration certificate with the Employees State Insurance Corporation (ESIC), as per clause 2 of Annexure-B.
- IV. Self Attested copy of GST Registration Certificate.
- V. Self Attested copy of PAN/TAN.
- VI. Self Attested copy of Work Order & Work completion certificate for similar nature of work carried out in Govt/Semi-Govt/Autonomous Bodies/Corporate Organisations/Reputed Private Organizations during the last 7 (seven) years ending 30.06.2019 and the experience should be as defined in Instructions to Bidders under **Annexure-B** (at page-12).
- VII. Copy of Average Annual Financial Turnover of the bidding firm during the last three financial years, ending on **31.03.2019**. The same should be at least **30%** of the per year estimated amount put to tender (i.e. Rs. 50,40,000/-)
- VIII. Self Attested copies of documents to be downloaded, filled in under Bidder's Letter head, Signed, Scanned and Uploaded along with self-attested copies of supporting documents as per **Annexures- H,I,K&L**.
- IX. Demand Draft/Banker's Cheque/Pay Order in original, for **Rs. 1770/-** (Rupees One Thousand seven hundred seventy only) as cost of Tender Document which needs to be physically submitted (within 15.00 hrs of 25.07.2019 to the Chief Mechanical Engineer, Mechanical and Electrical Engineering Department, Kolkata Port Trust, 8, Garden Reach Road, Kolkata -700043.
- X. Demand Draft/Banker's Cheque/Pay Order in original, for Rs. 3,36,000/- (Rupees Three lakh Thirty Six thousand only) as Earnest Money Deposit which needs to be physically submitted within 15.00 hrs of 25.07.2019 to the Chief Mechanical Engineer, Mechanical and Electrical Engineering Department, Kolkata Port Trust, 8, Garden Reach Road, Kolkata -700043. In case of unsuccessful tenderers, Earnest Money Deposit (EMD) will be refunded within four months of opening of price bid. If price bid is opened before expiry of validity of earnest money deposit, the same will be refunded to the tenderers other than L-1 tenderers. EMD of L-1 bidder will be encashed. If price bid cannot be opened before expiry date, EMD instrument of all bidders will be encashed.
- XI. Copies of self attested Audited Balance Sheet and Profit and Loss Account for the financial years **2016-2017, 2017-2018 & 2018-19** and the same should be audited as per relevant norms wherever required. In case Audited Accounts Statement for the same for the year 2018-19 is not available, the same can be submitted, duly certified by a Chartered Accountant.

- XII. Statement to confirm the status of the Tenderers – whether a Partnership Firm, Proprietorship Firm or Company for which necessary documents viz. Registration of Proprietorship firm/ Partnership deed/Memorandum of Article of Association, as applicable is to be attached.
- XIII. Self-declaration about the proprietor/partner(s)/authorized signatory of the Bidding Firm (in the case of Proprietorship Firm/Partnership Firm/Limited Company, as the case may be) that the tenderers is/are not associated with any other Firm bidding for the same work.
- XIV. Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- XV. Addendum / Corrigendum / Notice / Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.
- XVI. **Power of Attorney:** Tender shall be signed by the bidder or a person duly authorized to sign on behalf of the bidder. Notarised Power of Attorney on non-judicial stamp paper accompanying the offer shall indicate such authorization which should be uploaded along with Techno-commercial bid.

COVER – II DETAILS : PRICE BID (BOQ) – Price Schedule

Price should be quoted by the bidder in a spread sheet file (.xls format) in the space allotted as available in NIC's CPP Portal for e-Procurement (GePNIC) only. Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose. The price bid submitted through NIC's CPP Portal for e-Procurement (GePNIC) mode only will be taken up for the purpose for evaluation. The rates offered details have to be entered separately in a spread sheet file (xls format Price bid) in the space allotted and should be uploaded in attached BOQ template file for the tender after the financial bid. The BOQ file, if found modified by the bidder, will lead to rejection of his bid.

C. EVALUATION PROCESS:

- 1) A bid shall be considered non-responsive if fails to fulfil the following–
 - a. It is received by the proposed Due Date and Time.
 - b. It is Digitally Signed.
 - c. It contains the information and documents as required in the Tender Document.
 - d. Contains EMD and Cost of Bidding Document (wherever applicable).
 - e. It contains information in formats specified in the Tender Document.
 - f. It mentions the validity period as set out in the document.
 - g. It provides the information in reasonable detail. The Kolkata Port Trust reserves the right to determine whether the information has been provided in reasonable detail.
 - i. There are no significant inconsistencies between the bid and the supporting documents. The Technical qualification conforms to as specified in the tender

document.

- j. Kolkata Port Trust reserves the right to reject any tender which in its opinion is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Kolkata Port Trust in respect of such Tenders after the date of opening of Techno-commercial Bids.
- k. The Kolkata Port Trust would have the right to seek clarifications including original documents wherever necessary.
- l. It is submitted as per clause 4.3 of Special Conditions of Contract of tender document.

2) Since the tender involves selection based on pre-qualification criteria and technical specification, the Chief Mechanical Engineer will examine and seek clarification if any including original documents and list out the firms, which are found technically suitable and Cover-II Price Bid of such tenders only will be opened and EMD will be returned to the disqualified tenderers.

- a. The date and time will be intimated to tenderers later, whose offers are found to be suitable and Cover – II of such tenderers will be opened on the specified date and time.
- b. The cost of stamping Agreement must be borne by the successful Tenderer.
- c. **The Fax/E-Mail offers will be treated as defective, invalid and rejected. Only detailed complete offers received through online NIC's CPP Portal for e- Procurement (GePNIC) prior to closing time and date of the tenders will be taken as valid.**

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Terms and Conditions of Tender

NIT No.KoPT/KDS/Mech/DC-III/ADV/530 dated 10.07.2019

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

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

- I. Must have the experience of having successfully completed similar works during last seven years ending on 30th June, 2019 as per the following guidelines:-
- a) Three similar completed works, each costing not less than Rs.67,20,000/-(which is 40% of the estimated cost).
- Or**
- b) Two similar completed works, each costing not less than Rs.84,00,000/-(which is 50% of the estimated cost).
- Or**
- c) One similar completed work costing not less than Rs.1,34,40,000/- (which is 80% of the estimated cost)
- II. Average Annual financial turnover during the last three years ending 31st March of 2019, should be at least Rs. 50,40,000/- (which is 30% of the estimated cost)
- III. Copy of the last three years (2016-17, 2017-18 & 2018-19) balance sheet ending 31st March of 2019 and profit & loss a/c. are to be furnished and the same should be audited, if applicable as per relevant Act. In case Audited Accounts Statement for the same for the year 2018-19 is not available, the same can be submitted, duly certified by a Chartered Accountant.
- IV. Similar work means “*operating and maintaining RMQC and/or RTYGC and/or RMGC and/or RMYGC and/or MHC and/or RST and/or ‘RST along with TT’ or combination thereof in any Port /Container Terminal/ICD/CFS in the capacity as a manufacturer/owner/operator*”.

2 The Cover – I duly marked as “Techno-commercial Bid” must contain the following:

- a) Demand Draft/Banker’s Cheque/Pay Order in original, for **Rs.1,770/-** (Rupees One Thousand seven hundred seventy only) as cost of Tender Document which needs to be physically submitted within 15:00 hrs of 25.07.2019 to the Chief Mechanical Engineer, Mechanical and Electrical Engineering Department, Kolkata Port Trust, 8, Garden Reach Road, Kolkata -700043.
- b) Demand Draft/Banker’s Cheque/Pay Order in original, for Rs. 3,36,000/- (Rupees Three lakh Thirty Six thousand only) as Earnest Money Deposit which needs to be physically submitted within 15:00 hrs of 25.07.2019 to the Chief Mechanical Engineer, Mechanical and Electrical Engineering Department,

Kolkata Port Trust, 8, Garden Reach Road, Kolkata -700043. In case of unsuccessful tenderers, Earnest Money Deposit (EMD) will be refunded within four months of opening of price bid. If price bid is opened before expiry of validity of earnest money deposit, the same will be refunded to the tenderers other than L-1 tenderer. EMD of L-1 bidder will be encashed. If price bid cannot be opened before expiry date, EMD instrument of all bidders will be encashed.

Exemption for Micro & Small Enterprises (MSEs) registered with NSIC:

- i) Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) or Micro, Small & Medium Enterprises (MSMEs) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs or DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.
- ii) Copy of valid NSIC Certificate for MSEs or DIC's certificate has to be submitted along with bid.
- c) Self attested documentary evidence of successful completion of similar work as proof of fulfilling the Pre-qualification Criteria of the tender.
- d) Copies of self attested valid GST Registration Certificate.
- e) (i) Copy of self attested valid Trade License/ up-to-date renewal Payment Challan.
(ii) Copy of Valid Professional Tax clearance certificate/ up-to-date Tax Payment Challan
- f) Copy of self attested PAN Card issued from Income Tax Department.
- g) Statement to confirm the status of the Tenderer – whether a Partnership Firm, Company or Proprietorship Firm, for which necessary documents viz. Registration of Proprietorship firm/ Partnership deed/Memorandum of Article of Association, as applicable is to be attached.
- h) Details of registration under ESI Act : All intending tenderer at the time of tender shall disclose all necessary documents as to whether they are covered under ESI Act or not. In case they are covered under ESI Act, they have to furnish the details of registration, failing which their tender would be liable to be cancelled. In case they are not covered under ESI Act or exempted, they would furnish necessary documents along with an affidavit affirmed before a First Class Judicial Magistrate on Non-Judicial Stamp Paper worth Rs.10/- to the effect as per enclosed Pro-forma (Annexure – F). They must additionally indemnify KoPT against all damages and accident occurring to their labour in a Non-Judicial Stamp Paper worth Rs.50. The same should be submitted along with Techno-commercial Bid as per enclosed Pro-forma (Annexure-G).
- i) Details of registration under EPF Act
All intending tenderers shall have to furnish the details of EPF registration, failing which their tender/offer would be liable to be cancelled. However, in case the number of employees (including vehicle drivers) in the establishment of the tenderer is less than 20, the tenderer is exempted from furnishing EPF Registration. An affidavit in this regard executed by a First Class Judicial Magistrate that 'the no. of employees of the tenderer's firm is less than 20' is required to be submitted.

- j) A separate statement of the tenderer containing full name and office address of the Tenderer, names and designation of the officials of the Tenderer connected with the instant Tender, their land and mobile telephone nos., e-mail id and Fax No. etc. as per enclosed Pro-forma (Annexure –H).
 - k) Declaration of the tenderer in the form of a COVERING LETTER/UNDERTAKING with certain undertaking and also that they or their associates have not been banned/debarred or delisted/black listed by any Govt. or Quasi-Govt. agencies or PSUs in India as per enclosed Pro-forma (Annexure –I).
 - l) Self-declaration about the proprietor/partner(s)/authorized signatory of the Bidding Firm (in the case of Proprietorship Firm/Partnership Firm/Limited Company, as the case may be) that the tenderer is/are not associated with any other Firm bidding for the same work.
 - m) Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
 - n) Copies of self attested Audited Balance Sheet and Profit and Loss Account for the financial years ending 31st March of 2019 for **2016 – 2017, 2017-2018 & 2018 – 2019** and the same should be audited as per relevant norms wherever required. In case Audited Accounts Statement for the same for the year 2018-19 is not available, the same can be submitted, duly certified by a Chartered Accountant.
 - o) Addendum / Corrigendum / Notice / Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.
 - p) EMD & Cost of Tender documents.
- 3** a) All the document as mentioned here-in-before shall have to be UPLOADED. The tenderer should clearly understand that no information/indication as to price should be entered in the page of “Bill of Quantities” or elsewhere in the Techno-commercial Bid. Indication of price anywhere in any manner in the Techno-commercial part of the tender would lead to rejection of the offer.
- b) The offer / bid has to be entered online by the bidder using Digital Signature and Encryption. All other / supporting documents must be in indelible ink and should be signed by the person(s) duly authorised to sign on behalf of the tenderer. The name and position held by each signatory of the said documents must be typed or printed or sealed below the signature.
- c) The documents should contain no interlineations, erasers or over-writing except as necessary to correct the errors made by the tenderer in which case such corrections should be initialled by the person(s) signing the documents.
- d) Offer must be submitted for executing all works involved and any offer received for doing a portion of the work with responsibility for carrying out the remaining works by the Trustees’ other contractors, will be liable for outright rejection.
- 4** The Cover –II duly marked as “Price Bid” as per the format of Bill of Quantities (Schedule of Rate), must be uploaded. No condition or conditional rebate should at all be indicated/ mentioned in the Price Bid.
- 5** Tenderers may note that non-submission of any of the aforesaid documents/non-fulfillment of any of the aforesaid criteria shall lead to disqualification of their offers. No alteration shall be made by the

Tenderer in the tender and the tender must be in accordance with the specification. Non conformation to this instruction shall be treated as non responsive & hence may disqualify the tender.

- 6 Cover-I would be opened on the aforesaid schedule date of opening the techno-commercial bids. Price Bids of only the qualified bidders shall be opened on a suitable date, to be intimated beforehand.
- 7 The Trustees will not be responsible for any cost or expense incurred by the Tenderer in connection with preparation or submission of the tenders.
- 8 In case of unscheduled holiday, Strike/Bandh etc. on the scheduled date of Site Inspection, Pre-bid Meeting, submission of bids, opening of Techno-commercial or Price Bid, the same time (as per the schedule) on the next working day will be considered as scheduled time for the purpose of Site Inspection, Pre-bid meeting, submission of bids, opening of Techno-commercial or Price Bid, as the case may be. Here, Trustees' working day means Monday to Friday in between 9-30 hrs. to 17-30 hrs.
- 9 Should there be any doubt or ambiguity as to the meaning of any portion of the tender document or if any further information is required, the same shall be clarified/amended by KoPT in the Pre-bid Meeting. No excuse of ignorance in this regard shall be accepted at a later date after the Pre-bid meeting. In the event of making any important clarification or amendment of terms of the tender, pursuant to the discussion in the Pre-bid meeting, the same shall be immediately hoisted in KoPT's website for information of all concerned and the same shall form a part of the Tender Document. Any offer having deviation from KoPT's terms and conditions shall render such offer unacceptable to KoPT. No alteration shall be made by the Tenderer in the tender document and the offer must be in accordance with the terms and conditions of the tender, failing which the offer of the tenderer shall be disqualified. The prospective tenderers shall make themselves fully aware of the work, site and scope of work as mentioned in the 'Bill of Quantity/Rate Schedule' of the tender. For attending the Pre-bid Meeting, the representatives of the tenderers should accompany proper authorizations letters from their respective organizations.
- 10 The quoted rate should be inclusive of all taxes duties and other charges except GST which will be paid extra at actual.
- 11 The quoted rates would be kept valid for **at least 120 days** from the date of opening of the Techno-commercial Bid.
- 12 The Trustees' reserve the right to disqualify a tender or the contract awarded to successful tenderer in case they are satisfied that any bribe, commission, gift or advantage has been given, promised or offered by or on behalf of any of the tenderers to any officer, employee or representative of the Trustees or to any person on his or on their behalf in relation to acceptance of the tender or during execution of work. The Trustees' also reserve the right to disqualify a tender or terminate the contract awarded to them if the successful tenderer commits any offence under the relevant IPC/PC Act.
- 13 The tenderers shall distinctly understand that they will be strictly required to conform to all the terms of the tender and the plea of custom prevailing will not in any case be accepted as an excuse on their part

for infringing of any of the conditions and they shall refrain from sending revised or amended quotations, after the closing date and time of the tender.

- 14** The contract document shall be drawn in English language only. The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of High Court of Kolkata, West Bengal, India including the Acts like The Indian Contract Act, The Major Port Trusts Act, The Workmen's Compensation Act, The Minimum Wages Act, The Contract Labour (Regulation & Abolition) Act, The Indian Arbitration & Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015, Employees' Liability Act, 1938, Act(s) or any other act, law, rule as may be applicable.

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

The contractor shall indemnify KoPT against payment to be made under or for the observance of the laws aforesaid, without prejudice to his right to claim indemnity for his subcontractors. The aforesaid Acts, Ordinances, Rules, Regulations, By-laws, Procedures, shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract. The contractor shall make payment to its employees in due compliance with all applicable labour laws

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ANNEXURE – C
Special Conditions of Contract

NIT No. KoPT/KDS/Mech/DC-III/ADV/530 dated 10.07.2019

- 1** It would be the tenderer's responsibility to obtain all information clarification which may be necessary for the purpose of tender/offer and visit all the site where RST and TTC are required to be supplied and operated. No excuse of ignorance as to the site conditions will be accepted in the event of not visiting the site. All costs, charges, expenses that may be incurred by the tenderer in connection with preparation of tender, shall be borne by the tenderer and the Trustees' accept no liability whatsoever in this regard.
- 2** EMD of **Rs. 3,36,000/-** (Rupees Three lakh Thirty Six thousand only) is to be submitted in Cover-I of the tender/offer by CTS Banker's Cheque/ Demand Draft/Pay Order of any Kolkata Branch of a Scheduled Bank of India, drawn in favour of 'Kolkata Port Trust' and payable at Kolkata.

Tender without Earnest Money or depositing Earnest Money in a manner other than that stipulated above or for an amount less than the specified amount would be considered as invalid tender.

In case of unsuccessful tenderers, Earnest Money Deposit (EMD) will be refunded within four months of opening of price bid. If price bid is opened before expiry of validity of earnest money deposit, the same will be refunded to the tenderers other than L-1 tenderer. EMD of L-1 bidder will be encashed. If price bid cannot be opened before expiry date, EMD instrument of all bidders will be encashed.

- 3** **Security Deposit: (A)** 10% of the total contract price will be deposited with the Trustees towards the Security Deposit within 30 days of receipt of letter of intent (LOI) intimating KoPT's acceptance of tenderers offer. For this purpose, the successful tenderer may keep the encashed EMD (for which a Treasury Receipt will be issued) towards security deposit and submit the balance amount of security deposit in the form of an irrevocable Bank Guarantee to be issued by any Nationalized/ Scheduled Bank of India having branch in Kolkata as per format given in the General Conditions of Contract Forms and Agreements as enclosed (Annexure – M). Alternately, the successful tenderer may submit the total amount of security deposit in the form of an irrevocable Bank Guarantee to be issued by any Nationalized/ Scheduled Bank of India having branch in Kolkata as per format given in the tender and may request for refund of the EMD after submitting the security deposit in the form of an irrevocable Bank Guarantee.

Delay or failure to deposit security money in the form of bank guarantee will render the earnest money liable to be forfeited by KoPT. The Security Deposit will be retained by KoPT till expiry of the contractual period. In the event of the contractor failing to execute the contract without sufficient reason acceptable to KoPT, the Security Deposit will be forfeited along with cancellation of the contract.

(B) Refund of Security Deposit: On due and satisfactory performance of the contract and on completion of all obligations by the contractor under the contract, the Security Deposit will be refunded to them subject to the following conditions:

- a.** After deducting the amount from the Security Deposit, which may fall due towards any claim for loss or for whatsoever reasons felt necessary by KoPT.

b. The contractor shall have to apply for the refund of security money along with the original money receipt issued against Security Deposit.

c. Before releasing the Security Deposit, the contractor shall have to submit a certificate to the effect that they have no claim(s) against KoPT under this contract. If any bill(s) for the job done under this contract is / are left pending at the time of releasing the Security Deposit, the contractor may furnish the certificate in the following format:

“I/We hereby certify that there is no claim against KoPT under contract no.for the job
“**Supply of 1 no. of Reach Stacker (RST) and 2 nos. of Tractor Trailer combination (TTC) on hire for operation/handling/horizontal transfer of ISO Freight Containers at KPD of Kolkata Dock System, Kolkata Port Trust for a period of 1 year**” except to the extent of the claims preferred by me / us as per the undernoted bills already submitted to you.”

4.1 TERMS OF PAYMENT AGAINST HIRE OF RST & TTC

Detailed under Annexure-D:

4.2.1 TAXES & DUTIES :

The rate quoted by the tenderers should be considered to be all inclusive, except GST. GST will be paid extra at applicable rates at the time of supply of goods/services.

4.2.2 RELEVANT GST CLAUSE :

- i. Supplier/Service Provider to confirm that the GST amount charged in Invoice is declared in its returns and payment of taxes is also made.
- ii. The supplier/service Provider agrees to comply with all applicable GST Laws, including GST acts, rules, regulations, procedures, circulars and interaction there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST Laws are timely uploaded in GSTN. In case there is any mismatch between the uploaded in GSTN by supplier/service provider and details available with Kolkata Port Trust, then payment to supplier/service provider to the extent of GST relating to the invoice/s under mismatch may be retained from due payment till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's account and is finally available to the Kolkata Port Trust in terms of GST Laws and that the credit of GST taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.
- iii. Kolkata Port Trust has the right to recover mandatory loss including interest and penalty suffered by it due to any non-compliance of tax law by the supplier/service provider. Any loss of input tax credit to Kolkata Port Trust for the fault of supplier shall be recovered by Kolkata Port Trust by way of adjustment in consideration payable.
- iv. Supplementary invoices/debit note/credit note for price revision to enable Kolkata Port Trust to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding financial year.

- v. The purchase order/work order shall be void, if at any point of time the successful tenderer is found to be a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.

4.3. DETAILED SCRUTINY OF E-TENDERERS:

Documents are to be uploaded:

- (i) GST Registration Certificate.
- ii) Valid Trade Licence.
- iii) Professional Tax
- iv) Certified copy of Valid PAN.
- v) Proof of possession of valid Employees' Provident Fund (EPF) Account in case the tenderer employees more than 20 persons.
- vi) Proof of being registered with Employees' State Insurance Corporation (ESIC) / Affidavit and Indemnity Bond.
- vii) Details of the firm as per Annexure - F & Annexure -G of the tender document for fulfilling ESI requirement, if required..
- viii) Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- ix) Copies of self attested Audited Balance Sheet and Profit and Loss Account for the financial years ending 31st March of 2019 for **2016 – 2017, 2017-2018 & 2018 – 2019** and the same should be audited as per relevant norms wherever required. In case Audited Accounts Statement for the same for the year 2018-19 is not available, the same can be submitted, duly certified by a Chartered Accountant.
- x) Addendum / Corrigendum / Notice / Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.
- xi) EMD & Cost of Tender documents.
- xii) Profile of the Tenderer (Annexure-H).
- xiii) Covering Letter/Undertaking (Annexure-I).
- xiv) Statement to confirm the status of the Tenderer – whether a Partnership Firm, Company or Proprietorship Firm. If demanded by KoPT, the tenderer would be bound to furnish necessary documents in support of their statement in this regard.
- xv) Declaration about the proprietor/partner(s)/authorized signatory of the Bidding Firm (in the case of Proprietorship Firm/Partnership Firm/Limited Company, as the case may be) that the tenderer is/are not associated with any other Firm bidding for the same work.
- xvi) An affidavit executed by a First Class Judicial Magistrate that 'the no. of employees of the tenderer's firm is less than 20' is required to be submitted.

The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities.

During techno-commercial evaluation, i.e. evaluation of Part-I of tender, an offer shall be considered non-responsive in case it –

- (i) is not accompanied by requisite earnest money,
- (ii) is not accompanied by requisite tender paper cost,
- (iii) validity of the offer is less than tender stipulation,

- (iv) It does not meet the pre-qualification criteria as stipulated in the NIT.
- (v) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely / offer or tender if submitted with any deviation from the tender terms & conditions.
- (vi) if the tender is conditional,
- (vii) if all the documents required as per NIT are not uploaded.

In case the offer of the bidder is found to be non-responsive for reasons of non-fulfilment of the above stated items, his offer may be disqualified.

In addition to the above, a bidder may be disqualified if :-

- (a) If at any stage, it is discovered that the bidder provides misleading or false information in the statements and documents submitted and the order, if placed by KoPT shall be treated as cancelled.
- (b) Record of unsatisfactory performance during the last seven years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delays in completion or financial bankruptcy, etc.

The decision of Kolkata Port Trust in this regard shall be final and binding on the Bidder.

- 5.1 Dock Safety Regulations shall be applicable to the total contractual work. All Dock Safety Regulations in vogue and as may be amended from time to time shall have to be satisfied, as the equipment will be working within the dock premises. Necessary examination and load test of the equipment shall have to be carried out by 'Competent Person'. All costs arising out of such tests, examinations shall have to be borne by the contractor at no extra cost to Kolkata Port Trust.
- 5.2 The contractor shall conform to all the formalities as laid down in the 'Contract Labour (Regulation & Abolition) Act, 1970' and the rules thereunder as in vogue and subsequent amendments, if any, while executing the contractual work.
- 5.3 A detailed report about the non-available hours to be made for each of the Reach Stacker and TTCs at the end of each shift shall be furnished & to be signed jointly by the representatives of KoPT and the authorized representative of the contractor as a proof of both availability of the said Reach Stacker and TTCs for container handling operation and the reports will be the basis of release of payment to the contractor.
- 5.4 KoPT may allot space for setting up of office, store, workshop etc. to the extent as required by the Contractor subject to availability. Such allotment will be made at the rate provided in the prevailing Schedule of Rent of KoPT's land and buildings at Kolkata including annual escalation thereof. Electricity will be provided on chargeable basis for carrying out the contractual works. Water and toilet facility, as available within the dock area, shall be extended to the contractor's men free of cost.
- 5.5 KoPT is covered by the ISPS Code and the contractor shall have to arrange further security for their equipment/office/stores etc. at their own cost and responsibility.
- 5.6 The contractor shall take adequate insurance cover for their RST,TTC(s) & employees and shall indemnify KoPT against any sort of claim arising out of accidents due to negligence of carelessness or otherwise on any part of his employees as detailed in clause 10 of Special Conditions of contract

(Annexure-C) of this Tender Document.

- 5.7 The contractor shall engage experienced operators/drivers holding valid Heavy Duty Licence. It shall be the responsibility of the contractor to arrange supply of fuel to the RST & TTCs without disturbing the operations at site. The contractor shall at his own expense provide all safety gears to his workmen.

5.8 AGE OF RST & TTCs

The date of manufacture for each RST & TTCs shall be on or after 01.06.2014 . In case of supply of RST & TTCs, manufactured prior to 01.06.2014, the contractor is not entitled to any payment.

5.9 DOCK PERMIT:

The successful tenderers will have to procure Dock Permit to be issued by KoPT free of cost for all it's drivers/khalasi/USL/Maintenance staff for operation of RST & TTCs who would be required to enter inside the dock premises.

5.10 PENALTY:

Detailed under Annexure-D:

5.11 Requirement of Additional Equipment:

KoPT may at any time during the contract period, request the successful tenderer for supply of additional RST or TTC as per requirement, for which the successful tenderer will get a reasonable time for mobilization and deployment of such additional requirement of equipment. For this purpose the successful tenderer will receive payment as per the contract rate.

- 6 ADHERENCE TO RULES AND REGULATIONS:** The contractor shall strictly adhere to all rules and regulations as laid down by the Central / State Govt., Regional Transport Authority and Kolkata Port Trust or any other statutory authority in respect of execution of the contract. Responsibility for any non-compliance will be solely on the contractor.

- 7 PLACEMENT OF FORMAL ORDER:** Formal order will be placed on the successful tenderer after submission of Security Deposit and execution of contract agreement (as per format given in the tender document) with KoPT as laid down in the tender document. Commencement of supply of vehicle to be immediate after placement of order letter.

- 8 INSURANCE OF SUPPLIED EQUIPMENT:** Kolkata Port Trust will not be responsible for any damage to the equipment supplied by the contractor during the course of operation and the transport contractor, in their own interest, should obtain suitable and sufficient coverage at his cost from appropriate authority and no claim / correspondence on this account will be entertained.

- 9 COST OF PREPARATION OF TENDER DOCUMENTS:** Kolkata Port Trust will not be responsible for any cost or expense incurred by the tenderers in connection with preparation or submission of the tenders.

10 DAMAGE AND LOSS TO PRIVATE PROPERTY AND INJURY TO WORKMEN:

The Contractor shall at their own expenses, reinstate and make good upto the satisfaction of Kolkata Port Trust and pay compensation for any injury or loss or damage accrued to any property or rights whatsoever, including property and rights of Kolkata Port Trust or Agents or servants or employees of Kolkata Port Trust, the injury, loss or damage arising out of or in any way in connection with the execution or purported execution of the contract(s). Further, the Contractor will indemnify Kolkata Port Trust against all claims enforceable against Kolkata Port Trust or any Agents, servants or employees of Kolkata Port Trust or which would be so enforceable against Kolkata Port Trust where Kolkata Port Trust is a separate entity, in respect of any such injury including injury resulting to death, loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

The successful bidder shall indemnify KDS, KoPT from the possible future demand of workers / employees engaged by them under this contract, for absorption in KDS, KoPT. It will be the responsibility of the successful bidder to find a solution for such demand if it arises and KoPT will not accept any responsibility, whatsoever, as far as the workmen engaged by the Contractor are concerned.)

11 TERMINATION OF CONTRACT: The contract may be terminated anytime within the period of the contract by KoPT, at its sole discretion, for any of the following reasons and for such cancellation, KoPT will under no circumstances, be liable for incurring any financial expenditure to the contractor:

- a) Non-placement of the RST/TTCs as per requisition, for more than three occasions in a month.
- b) Breach of any terms and conditions of the contract.
- c) Any unlawful act on the part of the contractor or its employees or any third party on behalf of the contractor, entailing any damage/loss to the life/property/material of KoPT or engaging in any unlawful activities or causing any inconvenience to KoPT.
- d) Any other reasons considered by KoPT to be sufficient in this regard.

The decision of the Chairman, KoPT to this effect, shall be final and binding on the contractor.

12 In the event of termination of the contract prior to expiry of the contract, for any of the reasons indicated above, KoPT shall be entitled to execute the balance work as per the scope of work at the risk and expenses of the successful bidder for the balance / remaining period of the contract and to recover the same from the terminated successful bidder in addition to any other amount, compensation or damages that KDS, KoPT is entitled to in terms of the other relevant clauses in the contract.

13 CONTRACT AGREEMENT: A Contract Agreement shall have to be executed by the successful tenderer within 15 days from the date of submission of Security Deposit, as per the General Conditions of Contract Forms and Agreements on Non-Judicial Stamp Paper worth Rs.100/- (Annexure – M).

14 (i) Amicable settlement : If any dispute or difference or claims of any kind arises between the Contractor and KoPT in connection with interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the contract, or the rights, duties or liabilities of the parties under the contract, then the parties shall meet together promptly

at the requests of any party in an effort to resolve such dispute, difference or claim by discussions between them.

(ii) **Arbitration:** In addition to what has been stated in this tender document on this issue, the following may be noted by the tenderers:

(a) **Arbitrators:** Failing amicable settlement, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation(Amendment) Act, 2015. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrator and inform the party initiating such arbitration within 60 days. If the other party fails to appoint its Arbitrator, the party (initiating such arbitration) appointing Arbitrator shall take step in accordance with Arbitration and Conciliation Act, 1996, as amended by the Arbitration and Conciliation(Amendment) Act, 2015.

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

- 15** **PRIORITY OF CONTRACT DOCUMENTS :** The several documents forming the Contract are to be taken as mutually explanatory to one another, but in case of ambiguity or discrepancies, the same shall be explained and adjudicated by the Engineer of the Contract (EoC), who shall thereupon issue to the Contractor instructions thereon which will be final and binding to the Contractor. Unless otherwise provided in the Contract, if the stipulations in the various documents forming a part of the Contract are found to be in variation in any respect then, unless a different intention appears, the provision(s) of one will override others (but only to the extent these are at variance) in order of precedence as given in the list below i.e. a particular item in the list will take precedence over all those placed lower down the list.

The following documents shall form the Contract Agreement in the following sequence:

- a. The said Tender/Offer and the acceptance of the Tender/Offer
- b. Instruction to Tenderers
- c. Terms and Conditions of Tender
- d. Special Conditions of Contract
- e. Scope of Work & Specifications
- f. Bill of Quantities/Rate Schedule
- g. General Conditions of Contract, Forms and Agreement
- h. Letter of Intent and Order Letter
- i. All correspondence by which, the contract is added, amended, varied or modified in any way by mutual consent.

- 16** All other terms and conditions excepting those mentioned separately in Annexure-B and Annexure-C of this tender document shall be governed by General Condition of Contract Forms and Agreements (Annexure – M).

- 17 **A. Opening of Tender:** The tender will be opened online. Tenderers can see the Techno-commercial Comparative Statement and the Comparative Statement of Price in their login once it is opened. All responses to requests for clarification shall be in writing and **no change in the price** shall be permitted.
- B. Content of technical-commercial bid:** The 'Technical commercial Bid' shall contain only the Techno-Commercial Part of this tender document duly filled in and signed using DSC, without price part as mentioned above.
- C. Content of price bid:** The 'Price Bid' shall contain 'Bill of Quantity' duly entered online and signed using DSC. Any condition imposed in 'Price Bid' shall make the bid liable for outright rejection.
- D. Bidder liability to understand in full:** The bidder shall be deemed to have carefully examined and fully understood the General Instructions to Bidders, the Special Conditions of the Contract, General Conditions of Contract, Scope of Work, Eligibility Criteria, Terms of Payment, Evaluation Criteria, etc.
- 18 A bidder would be disqualified for providing misleading or false information in the statements and documents submitted as well as with tampering of tender document.
- 19 **Withdrawal of Tender:** Withdrawal of tender/offer within the validity period of the tender shall result in forfeiture of the Earnest Money.
- 20 The rate quoted in the tender shall hold good and shall be binding on the tenderer. No escalation on the rates will be entertained during the contractual period other than that mentioned in the clause for Fuel Escalation / De-escalation.
- 21 The successful tenderer shall be in all cases responsible for the execution of the work in accordance with the Terms and Conditions of Tender, Special Conditions of Contract, Scope of Work & Specifications, Rate Schedule, General Conditions of Contract, Forms and Agreement.
- 22 Disclosure/indication of price in Techno-commercial Bid shall render the tender disqualified and rejected.
23. **PRE-BID MEETING:**
- (a) A Pre-Bid meeting (off-line) shall be held on as per time schedule mentioned above. In case of offline meeting, it will be held at the Office of the CME, Kolkata Port Trust, 8, Garden Reach Road, Kolkata – 700043. The Bidders may participate in the same, if they so desire.
- (b) The intending bidders are advised to formulate their queries relating to any aspect mentioned in the tender document or any clarification required well in advance and forward the same in writing or by e-mail to ddas@kolkataporttrust.gov.in and cme@kolkataporttrust.gov.in in advance of the pre-bid meeting to the CME, Kolkata Port Trust, 8, Garden Reach Road, Kolkata – 700043 so that the same may be discussed / clarified in the Pre-Bid meeting. During the Pre-Bid meeting, the queries received in advance would be clarified first followed by those raised during the meeting.

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

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

24. AMENDMENT OF TENDER DOCUMENT: ISSUING ADDENDA / CORRIGENDA etc. :

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

25. Acceptance of offer:

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

26. Deviations from Terms and Conditions

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

27. FORCE MAJEURE:

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

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

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

(c) Act of war, riot, etc..

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

The notice shall inter-alia include full particulars of:

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

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

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

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

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

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

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

28. a) CLARIFICATION DURING EVALUATION PROCESS:

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

responsive.

b) Verification of Credentials:

Kolkata Port Trust may get the experience certificate of the bidders verified from their issuing organizations. In case of any discrepancy regarding the said experience certificate submitted by the tenderer vis-a vis the confirmation against the same by its issuing organization, the offer of the tenderer shall be liable for disqualification.

29. AMENDMENT

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

30. CONFIDENTIALITY:

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

31. RATES QUOTED TO BE FULLY INCLUSIVE OF ALL EXPENDITURE:

The successful contractor must have cleared all duties/charges with regard to Road Taxes, Insurance etc. as required for the equipment deployed and otherwise complied with all Rules and Regulations of the Central and the State Govt.

KoPT shall not be liable to pay any money to the contractor at all in way of operation of this contract, except for quoted rates only, and all other charges/costs should be borne by the contractor.

32. FUEL ESCALATION/DE-ESCALATION CLAUSE

No increase/decrease in the contract rate shall be given cognizance to in case of average increase/decrease up to 10% (ten percent) in the fuel (HSD) price, in a particular month, during the period/pendency of the contract with respect to that as would be in vogue on the scheduled last date of submission of the tender Price-offer.

Adjustment of payable amount in the event of upward or downward revision of fuel (HSD) price beyond 10% (ten percent) shall be made as per the following formula:-

$$V = (P_2 - P_1) \times A \times Q$$

where ;

V : Amount adjustable either way on account of upward or downward revision of fuel (HSD) price

- P₁ :** Lowest Price of HSD of any Oil PSU, prevailing at Kolkata on the last date of submission of Price Bid
- P₂ :** Lowest average Price of HSD of any Oil PSU, prevailing at Kolkata on the month/period under consideration
- A :** Rate of consumption of fuel for handling per TEU containers by RST and TTC [as observed by Petroleum Conservation Research Association (PCRA)] as per Table below for the RST and TTC to be deployed by the Contractor. The LITERS per TEU are given below.

SL.NO.	Equipment Type	Liters per TEU
1.	RST	0.923
2.	TTC	0.469

- Q :** Total no. of TEUs actually done/handled by RST &TTC during the period commencing from the effective date of fuel price variation(as will be certified by Traffic deptt.).

Note-1: Adjustment on this account will be made on monthly basis.

Note-2: GST would be payable as per rate ruling at the material time.

Note-3: Here, the month would be reckoned from the date of commencement of the work to the previous date of the next calendar month and so on for the rest of the contract period and value of work would be considered on the basis of the quoted rate without considering GST component and deductions as detailed under the 'Scope of Work and Terms of Payment'.

33 (A) **EVALUATION OF TECHNO-COMMERCIAL BID:**

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

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

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

(B) **EVALUATION OF PRICE BID:**

- i) The monthly rate of the item of BOQ (i.e. Bill of Quantities or 'Rate Schedule' as at page-34) will be evaluated on L1 basis (i.e. on lowest offer basis for selection of successful tenderer as per table given below). There shall be no COUNTER CONDITIONS / DEVIATIONS WHATSOEVER in the price bid. Non compliance of the same shall result in outright rejection of the offer.
- ii) The Bill of Quantity must contain the comprehensive price offer excluding statutory components like G.S.T, at applicable rates.

The tenderer must not keep any column/space blank in any item under the **Rate Schedule**, else the tender shall be liable for disqualification.

Methodology of Evaluation of Quoted Rates for selection of successful tenderer

For the work “Supply of 1 no. of Reach Stacker (RST) and 2 nos. of Tractor Trailer combination (TTC) on hire for operation/handling/horizontal transfer of ISO Freight Containers at KPD of Kolkata Dock System, Kolkata Port Trust for a period of 1 year”

Description	Quantity	Total Evaluated cost (in Rs.)
(A) Rate for hire per Reach Stacker (RST) per month	1	
(B) Rate for hire per Tractor Trailers Combination (TTC) per month	2	
Total Evaluated cost = (A) + (B)		

N.B.: GST will not be taken into consideration for the purpose of evaluation.

34. BILL OF QUANTITY:

The tenderers should submit their offer according to the BOQ mentioned in the tender document.

The price quoted for operating and maintaining the RST/TTCs should include all charges, except GST which will be paid extra at actuals.

35. COMMENCEMENT & PERIOD OF CONTRACT:

- (a) The contract shall commence from the date as mentioned in the Letter of Intent.
- (b) Supply of RST/TTCs should be done as per "SCOPE OF WORK" of the tender.
- (c) The contract shall remain valid for a period of 12 months from the date of its commencement, subject to satisfactory performance.

.....

NIT No. KoPT/KDS/Mech/DC-III/ADV/530 dated 10.07.2019

SPECIFICATION, SCOPE OF WORK AND TERMS OF PAYMENT**SCOPE OF WORK**

- 1.1 The work comprises supply of **1 no. of Reach Stacker (RST) and 2 nos. of Tractor Trailer combination (TTC).**
- 1.2 Each RST & TTC is to be supplied on daily basis for round-the-clock duty and the same shall be required available for all the days in a year including Sundays and holidays with required driver/khalasi/signalman etc.
- 1.3 The Reach Stackers will be taken on monthly hire basis for round-the-clock handling of ISO Freight Containers at KPD of KDS of KoPT and shall satisfy the requirement mentioned hereunder. In this respect, the tenderer shall have to submit a certificate from the Manufacturer or their Authorised Dealer/Agent of the Reach Stackers or any other authority as may be considered appropriate by KoPT. However, KoPT will have the right to check the same from their end at any point of time during the pendency of the contract.

Sl. No.	Description	Requirement
1.	Lifting Capacity below Spreader (SWL)	Not less than 45 Tonnes in the first row four-high stack of ISO containers.
2.	Lifting Height	To handle 4 high stacking of 9' 6" ISO containers with adequate full height clearance for eccentrically loaded containers.
3.	Container spreader	Fully automatic hydraulic telescopic top lift type for handling ISO containers such as 20', 30', 35' & 40'.
4.	Date of Manufacturing	Not before 01.06.2014

- 1.4 The Tractor Trailer combination (TTC) will be taken on monthly hire basis for round-the-clock handling of ISO Freight Containers at KPD of KDS of KoPT and shall satisfy the requirement mentioned hereunder.

Sl. No.	Description	Requirement
1.	Minimum Capacity	Capable of carting/transporting 2 nos. 20ft. or one no. 40ft. or one more that 20ft. (i.e. ODC containers) ISO marine freight containers.
2.	Date of Manufacturing	Not before 01.06.2014

- 1.5 The contractor shall provide all spares, materials, components, sub-assemblies, consumables including tyres, batteries, lubricants & fuel for the Reach Stackers/TTCs and necessary accessories for handling over-dimensional/over-gauged containers. The driver to be deputed by the contractor must hold valid licence issued by appropriate authority to operate the Reach Stacker/TTCs.
- 1.6 It will be the responsibility of the contractor to complete fuelling of the Reach Stackers/TTCs at suitable time without affecting the work in any manner.

TERMS OF PAYMENT

2. Payment will be made as per the payment terms mentioned below:-

(a) Supply & operation charges will be paid for the period during which the **RST & TTC** is actually possessed for use by KoPT. However, payment under this tender shall be commenced after execution of agreement by the party with KoPT.

(b) (i) Subject to satisfactory execution of work, KoPT will release 100% of the payable amount within 30 days from the date of receipt of the bill complete in all respects (including relevant work done certificate containing availability of respective RST and TTC, as will be issued by Traffic Department) after deduction/adjustment of dues, compensation etc. as will be applicable under provisions of the tender/contract.

(ii) Payment for RST/TT will be made on monthly basis as per the following formula & conditions:

$$\text{Amount payable per RST/TT per month} = Q - \frac{(H \times 0.9 - h)}{H} \times Q$$

Where Q = rate quoted (and accepted) per month per RST/TT

h = Actual available hours in a month

H = Total workable hours in a month

(iii) For percentage monthly availability falling below 50%, performance component shall not be considered and no payment whatsoever shall be made, on this account for that given month.

Note: For the purpose of above referred ‘Actual available hours in a month’ and ‘total workable hours in a month’, the certification and decision of Traffic Manager, KoPT shall be final and binding on the contractor for the purpose of processing of monthly bills for payment. In actual calculation, fraction of hours as per record, if any, would be considered and for fraction in percentage availability, next higher integer would be considered in case of such fraction the 0.5 or more.

The contractor will be paid for each RST and each TTC (including its replacement, if any) on monthly basis as per following formula and conditions:

Monthly percentage availability calculation:

Actual available hours in a month = h (will be obtained/certified from Traffic Department)

Total workable hours in a month = H (i.e. 672/720/744 hours)

$$\text{Percentage monthly availability} = \frac{h}{H} \times 100$$

- If availability of each RST or TT is 90% or more, then the contractor will get 100% payment on the basis of accepted rate (i.e. contract rate).

For Example: If $h = 648$ hours, $H = 720$ hours

$$\text{Then Percentage monthly availability} = \frac{648}{720} \times 100 = 90\%$$

Then the contractor will get 100% payment.

- If availability of each RST or TT is more than 50% but less than 90% (for this purpose unavailable hours of more than 90% availability will not be considered) , then payment will be made on the following basis:

Example: 1) For the month of January

If $h = 400$ hours, $H = 744$ hours

$$\text{Then Percentage monthly availability} = \frac{400}{744} \times 100 = 53.76\%$$

$$\begin{aligned} \text{If contract rate for 1 TTC/RST is Rs. 1,00,000/- then payable amount} &= Q - \frac{(H \times 0.9 - h)}{H} \times Q \\ &= 1,00,000 - \frac{(744 \times 0.9 - 400)}{744} \times 1,00,000 \\ &= 1,00,000 - 36,237 \\ &= \text{Rs.63,763/-} \end{aligned}$$

Example: 2) For the month of February

If $h = 400$ hours, $H = 672$ hours

$$\text{Then Percentage monthly availability} = \frac{400}{672} \times 100 = 59.52\%$$

$$\begin{aligned} \text{If contract rate for 1 TTC/RST is Rs. 1,00,000/- then payable amount} &= Q - \frac{(H \times 0.9 - h)}{H} \times Q \\ &= 1,00,000 - \frac{(672 \times 0.9 - 400)}{672} \times 1,00,000 \\ &= 1,00,000 - 30,476 \\ &= \text{Rs.69,524/-} \end{aligned}$$

Example: 3) For the month of April

If h= 400 hours, H= 720 hours

Then Percentage monthly availability = $\frac{400}{720} \times 100 = 55.55\%$

$$\begin{aligned}\text{If contract rate for 1 TTC/RST is Rs. 1,00,000/- then payable amount} &= Q - \frac{(H \times 0.9 - h) \times Q}{H} \\ &= 1,00,000 - \frac{(720 \times 0.9 - 400) \times 1,00,000}{720} \\ &= 1,00,000 - 34,444 \\ &= \text{Rs.65,556/-}\end{aligned}$$

(c) Further, the successful tenderer will be paid escalation on account of increase in fuel price as mentioned in the tender document. Similarly, in case of de-escalation due to decrease in fuel price, requisite amount as calculated will be deducted from the successful tenderer's bill.

(d) KoPT has been paying contractors' bills through ECS. For this, the successful contractor(s) shall furnish the following information immediately after receipt of intimation in this regard:-

- i) Bank Account No. of the contractor
- ii) Type of Account – Savings/Current/Cash Credit
- iii) Name of the Bank.
- iv) Name of the branch
- v) IFS Code of Branch
- v) MICR No.
- vi) PAN

Accordingly, the successful contractor would be required to open their Bank Account within the ECS Zone prescribed by the RBI, if not already done, to ensure receipt of payment of bills from KoPT. Payment shall be made strictly as per provisions mentioned in the Payment terms. No other charges shall be admitted or paid.

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

(f) The contractor is required to pay Income Tax on all payments made to him under this contract. Accordingly, Income Tax will be deducted from the contractor at source at the appropriate rate, as per relevant provision of Income Tax Act, 1961 or any amendment thereof. The rate quoted by the tenderer should be inclusive of all statutory levies except GST, which will be paid extra at actual. All taxes charged should be disclosed by the contractor and any amendment in taxes and laws will have to be applied to the contract as per statute.

.....

NIT No. KoPT/KDS/Mech/DC-III/ADV/530 dated 10.07.2019**RATE SCHEDULE FOR**

“Supply of 1 no. of Reach Stacker (RST) and 2 nos. of Tractor Trailer combination (TTC) on hire for operation/handling/horizontal transfer of ISO Freight Containers at KPD of Kolkata Dock System, Kolkata Port Trust for a period of 1 year”

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

A.

Item	(in Rs.)
(B) Rate for hire per Reach Stacker (RST) per month	
(B) Rate for hire per Tractor Trailer Combination (TTC) per month	

N.B. The rate quoted by the tenderer should be inclusive of all statutory levies except GST, which will be paid extra at actuals.

GST will not be taken into consideration for the purpose of evaluation.

N.B. The rate quoted by the tenderer should be inclusive of all statutory levies except GST, which will be paid extra at actuals.

.....

.....

.....

.....

Signature of the witness along with address
Date:

Signature of the tenderer along with address & official seal

NIT No.KoPT/KDS/Mech/DC-III/ADV/530 dated 10.07.2019

(On Non-judicial Stamp Paper worth Rs.10/-)

To be filled up and uploaded
BEFORE THE 1st CLASS JUDICIAL MAGISTRATE AT

AFFIDAVIT

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

1. THAT I am the proprietor/partner of having office
at..... and carrying on business on the said name and style. (In case the
above Deponent is an enlisted Contractor at Kolkata Port Trust, the same should be mentioned in the affidavit).
2. THAT my aforesaid Firm is exempted from E.S.I. Act and the said Firm has no valid E.S.I. Registration.
3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the Clause No.
..... of the Tender No. issued by the Kolkata Port Trust
in respect of the work(the work is to be mentioned).....

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

DEPONENT

Identified by me.

INDEMNITY BOND**(On Non-Judicial Stamp Paper worth Rs.50/-)****NIT No.KoPT/KDS/Mech/DC-III/ADV/530 dated 10.07.2019****To be filled up and uploaded**

BY THIS BOND I, Shri/Smt., son of Shri/Smt..... residing.....at..... by occupation The Partner /Proprietor /Director..... having office at, am a tenderer under Mechanical Engineering Department, Kolkata Port Trust (A Statutory Body under MPT Act, 1963).

2. WHEREAS, the said Kolkata Port Trust had asked the every tenderer, who is not covered under E.S.I. Act or exempted to furnish an Indemnity Bond in favour of Mechanical & Electrical Engineering Department, Kolkata Port Trust against all damages and accidents to the Labourer/Tenderer/Contractor.
3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Tenderer/Contractor named herein above shall indemnify the Kolkata Port Trust against all damages and accidents occurring to the Labourers of the Tenderer/Contractor as demanded by the Kolkata Port Trust and which shall be legal and/or claimed by the Kolkata Port Trust during the execution of the work stated in the NIT No. of
4. AND the Contractor hereunder agrees to indemnify and at all times keep indemnified the Kolkata Port Trust and its administrator and representative and also all such possible claim or demand for damages and accidents.

IN WITNESS WHEREOF I,, the Partner/Proprietor/Directorhereto set and seal this day of..... in the yearat

(Signature of the Indemnifier)

Sureties :

1. Name :.....

Address :

2. Name :.....

Address :

(Witnesses)

Name :.....

Address :

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

NIT No. KoPT/KDS/Mech/DC-III/ADV/530 dated 10.07.2019

Profile of the Tenderer

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

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

3. Details of individual(s) of the Tenderer who will serve as the point of contact/communication with KoPT.
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number (land & Mobile):
 - (f) E-Mail Address:
 - (g) Fax Number:

4. Details of the Authorised Signatory of the Tenderer:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number (land & Mobile):
 - (f) E-Mail Address:
 - (g) Fax Number:

Signature of Tenderer.....

Name:

Designation:

Date :

Seal:

NIT No.KoPT/KDS/Mech/DC-III/ADV/530 dated 10.07.2019

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

Covering Letter/Undertaking

Ref. No.....

Date

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

Dear Sir,

1. We,(Name of Tenderer) having examined the Tender Document and understood its contents, hereby submit our Tender for **“Supply of 1 no. of Reach Stacker (RST) and 2 nos. of Tractor Trailer combination (TTC) on hire for operation/handling/horizontal transfer of ISO Freight Containers at KPD of Kolkata Dock System, Kolkata Port Trust for a period of 1 year”** (NIT No.KoPT/KDS/Mech/DC-III/ADV/530 dated 10.07.2019) and confirm that we have fully read , understood and unconditionally accept all the terms and conditions of the same including the Addendum/Corrigendum (if issued).
2. All information and proofs provided in the Tender including Addendum and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.
3. We shall make available to Kolkata Port Trust (hereinafter referred to as KoPT) any additional information it may find necessary or require to supplement or authenticate the Tender.
4. We,(Name of Tenderer) hereby undertake that we will abide by the decisions of KoPT in the matter of examination, evaluation and selection of Successful Tenderer and shall refrain from challenging or questioning any decision taken by KoPT in this regard. We further acknowledge the right of KoPT to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We also certify the following
 - (a) We have not been debarred/banned or delisted/blacklisted by the Central/State Govt. or any entity controlled by them or any other legal authority from participating in any Tender/Contract/Agreement of whatever kind
 - (b) We have also not been expelled from any project or contract nor have had any contract terminated for breach in the last 3 years ending on the date of opening of the techno commercial part of the tender.
6. We declare that:
 - (a) We have examined and have no reservations to the Tender Document, including the Addendum, if any, issued by KoPT thereon.

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

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

Yours faithfully,

Signature of Tenderer.....

Name:

Designation:

Date :

Seal of the tenderer.....

NIT No.KoPT/KDS/Mech/DC-III/ADV/530 dated 10.07.2019

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

<u>Sl. No.</u>	<u>Particulars</u>	<u>Cover No.</u>	Submitted/ Not submitted [Put √ if submitted and put X if not submitted]
1.	EARNEST MONEY DEPOSIT (EMD) to be submitted in the form of CTS Banker's Cheque/ Demand Draft/Pay Order of any of a Scheduled Bank of India. Or, NSIC/DIC Registration certificate as applicable.	Cover-I	<input type="checkbox"/>
2.	TENDER FEE to be submitted in the form of CTS Banker's Cheque/ Demand Draft/Pay Order of any of a Scheduled Bank of India. Or, NSIC/DIC Registration certificate as applicable.	Cover-I	<input type="checkbox"/>
3.	Profile of Tenderer (as per Annexure – H), duly filled in completely, signed & stamped.	Cover-I	<input type="checkbox"/>
4.	Declaration from the tenderer in the form of a Covering Letter with certain undertakings and also that they or their associates have not been banned or delisted by any government or quasi –government agencies or PSUs in India as per enclosed Proforma in Annexure-I.	Cover-I	<input type="checkbox"/>
5.	Credentials in the form of copies of Letters of Award of Works along with corresponding successful Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.	Cover-I	<input type="checkbox"/>
6.	Copies of audited Annual Accounts including the Balance Sheet and Profit & Loss Statement for the last 3 financial years ended on 31.03.2019 [duly signed and stamped by the Tenderer].	Cover-I	<input type="checkbox"/>
7.	Undertaking of the tenderer to be submitted as per enclosed Proforma (Annexure –K) in lieu of submission of signed copies of the full Tender document.	Cover-I	<input type="checkbox"/>
8.	Self Attested Proof of possession of valid Employees' Provident Fund (EPF) Account.	Cover-I	<input type="checkbox"/>
9.	Proof of being registered with Employees' State Insurance Corporation (ESIC) or else Affidavit (Annexure-F) and Indemnity Bond (Annexure-G) to be submitted in lieu of ESI Registration.	Cover-I	<input type="checkbox"/>
10.	Form of Tender, duly filled up and signed except price part.	Cover-I	<input type="checkbox"/>

<u>Sl. No.</u>	<u>Particulars</u>	<u>Cover No.</u>	Submitted/ Not submitted [Put √ if submitted and put X if not submitted]
11.	Self Attested Valid Professional Tax Clearance Certificate / Up to date tax payment challan.	Cover-I	<input type="checkbox"/>
12.	Self Attested Valid Trade Licence.	Cover-I	<input type="checkbox"/>
13.	Self Attested GST Registration Certificate.	Cover-I	<input type="checkbox"/>
14.	Copy of self attested PAN Card issued from Income Tax Department.	Cover-I	<input type="checkbox"/>
15.	Statement to confirm the status of the Tenderer – whether a Partnership Firm, Company or Proprietorship Firm. If demanded by KoPT, the tenderer would be bound to furnish necessary documents in support of their statement in this regard.	Cover-I	<input type="checkbox"/>
16	An affidavit executed by a First Class Judicial Magistrate that ‘the no. of employees of the tenderer’s firm is less than 20’ is required to be submitted.	Cover-I	<input type="checkbox"/>

Signature and Seal of the Tenderer

NIT No.KoPT/KDS/Mech/DC-III/ADV/530 dated 10.07.2019

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

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

Ref. No.....

Date

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

Dear Sir,

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

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

Yours faithfully,

Signature of Tenderer.....

Name:

Designation:

Date :

Seal of the tenderer.....

NIT No.KoPT/KDS/Mech/DC-III/ADV/530 dated 10.07.2019**[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S LETTERHEAD, SIGNED, SCANNED AND UPLOADED]**

Details of contracts by the Firm/ Agency / Individual during the last seven years and also for ongoing contracts in the field of Supply and Operation of RST & TTC for fulfilling Pre-Qualification Criteria of the Tenderers as per Annexure-B					
Give details and attach copies of Orders and Certificates on performance obtained from the office concerned. Attach separate sheets, if required.					
Sl. No.	Name and address of the Organization, (Name, Designation and contact telephone number of the officer concerned)	Details regarding the contract	Annual value of contract (In Rupees)	Duration of contract	
				From (DD/MM/YY)	To (DD/MM/YY)

I/We s/d of Sri proprietor / partner / director / authorised signatory of.....
 (Name of Firm / Agency / Individual) sign this declaration and execute this tender document.

I/We have carefully read and understood all the terms and conditions of the tender and hereby convey my / our acceptance of the same.

The information or documents furnished along with the above application are true and authentic to the best of my knowledge and belief.

I/ We, am / are well aware of the fact that furnishing any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person**Full Name &Company's Seal****Date:****Place:**

NIT No. KoPT/KDS/Mech/DC-III/ADV/530 dated 10.07.2019

GENERAL CONDITIONS OF CONTRACT FORMS AND AGREEMENT

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

(Copy of Booklet Published on May, 1993)

1. DEFINITIONS

- 1.0. In the contract, as here-in-after defined, the following words and expressions shall have the meaning here-in assigned to them, except where the context otherwise required.
- 1.1. **"Employer"** or "Board" or "Trustees" means the Board of Trustees for the Port of Kolkata, a body corporate under Section 3 of the Major Port Trust Act, 1963, including their successors, representatives and assigns.
- 1.2. **"Chairman"** means the Chairman of the Board and includes the person appointed to act in his place under Sections 14 and 14A of the Major Port Trusts Act, 1963.
- 1.3. **"Contractor"** means the person or persons; Firm or Company whose tender /offer has been accepted by the Trustees and includes the Contractor's representative's heirs, successor and assigns, if any permitted by the Board / Chairman.
- 1.4. **"Engineer"** means the Board's official who has invited the tender on its behalf and includes the Chief Engineer, the Chief Mechanical Engineer, the Senior Executive Engineer the Chief Hydraulic Engineer, the Deputy Chief Engineer, the Deputy Chief Mechanical Engineer, the Senior Resident Engineer, The Manager (Infrastructure & Civic Facilities), the Manager (Plant & Equipment) the Deputy Manager (Infrastructure & Civic Facilities) and the Deputy Manager (Plant & Equipment), or other official as may be appointed from time to time by the employer, with written notification to the Contractor, to act as Engineer for the purpose of the contract, in place of the "Engineer" so designated.
- 1.5. **"Engineer's Representative"** means any subordinate Engineer or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties set forth in Clauses 2.4 to 2.6 hereof.
- 1.6. **"Work"** means the Work to be executed in accordance with the Contract and includes authorized "Extra Works" and "Excess Works" and Temporary Works.
- 1.7. **"Temporary Works"** means all temporary works of every kind required in or about the execution, completion or maintenance of the works and includes (without thereby limiting the foregoing definitions) all temporary erections, scaffolding, ladders, timbering, soaking vats, site offices, cement and other god owns, platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and mixing platforms.
- 1.8. **"Extra Works"** means those works required by the Engineer for completion of the Contract which were not specifically and separately included in the schedule of items of works (i.e., Bills of Quantities) of the tender. "Excess Works" means the required quantities of work in excess of the provision made against any item of the Bill of Quantities.
- 1.9. **"Specifications"** means the relevant and appropriate Bureau of Indian Standard's Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.
- 1.10. **"Drawings"** means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

- 1.11 **"Contract"** means and includes the General and Special Conditions of Contract, Specifications, Drawings, priced Bill of Quantities, the Tender/ Offer, the letter of acceptance of the Tender/Offer, the Contract Agreement if separately entered into and the Schedule of Rates and Price, if any, adopted by the Trustees at their discretion.
- 1.12 **"Constructional Plant"** means all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent work.
- 1.13 **"Site"** means the land and other places, on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the Trustees for the purpose of the Contract.
- 1.14 **"Contract Price"** means the sum named in the letter of acceptance of the Tender/ Offer of the Contractor, subject to such additions thereto and deduction there from as may be made by the Engineer under the provisions here-in-after contained.
- 1.15 **"Month"** means English Calendar Month.
- 1.16 **"Excepted risks"** are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks)
- 1.17 Word importing the **singular** only, also includes the **plural** and vice-versa where the context so required.
- 1.18 The **headings and marginal notes** in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 1.19 Unless otherwise stipulated the word "Cost" shall be deemed to include overhead costs of the contractor, whether on or off the site.

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

- 2.1. The Contractor shall execute, complete and maintain the works in terms of the contract to the entire satisfaction of the Engineer and shall comply with the Engineer's direction on any matter whatsoever.
- 2.2. The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 herein, from the Engineer's Representative
- 2.3. The Engineer shall have full power and authority
- (a) to supply to the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.
 - (b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.
 - (c) to order for any variation, alternation and modification of the work and for extra works.
 - (d) to issue certificates as per contract
 - (e) to settle the claims & disputes of the Contractor and Trustees, as the first referee.
 - (f) to grant extension of completion time.
- 2.4. The Engineer's representative shall:
- (a) watch and supervise the works,
 - (b) test and examine any material to be used or workmanship employed in connection with the work.
 - (c) have power to disapprove the 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 Contactor at his own expense,
 - (f) have powers to issue alteration order not implying modification design and extension of completion time of the work and

- (g) have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Contractor.
- 2.5. Provided always that the Engineer's Representative shall have no power:
 - (a) to order any work involving delay or any extra payment by the Trustees,
 - (b) to make variation of or in the works and
 - (c) to relieve the Contractor of any of his duties or obligations under the Contract.
- 2.6. Provided also as follows:
 - (a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, braking-up thereof and re-construction at the contractor's cost and the contractor shall have no claim to compensation for the loss sustained by him.
 - (b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.
 - (c) Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in Engineer to his Representative in writing shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation. Contractor and the Trustees as though it had been given by the Engineer, who may from time to time, make such delegation.

3. THE TENDER / OFFER AND ITS PRE-REQUISITES

- 3.1. The Contractor shall, before making out and submitting his tender / offer be deemed to have inspected and examined the site, fully consider all factors, risks and contingencies, which will have direct and in direct impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration:
 - (a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climate conditions, the means of access to the site and all other local conditions including the likely charges and costs for temporary way- leave, if any, required for the work.
 - (b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract.
 - (c) The accommodation required for the workmen and site office, mobilization / demobilization and storage of all plant, equipment and Construction materials.
 - (d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all of Contractor's cost.
 - (e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made there under, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance.
 - (f) Payment of all kinds of stamp-duty for exacting the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds.
- 3.2. The Contractor's tender shall be in ink on the Tender Forms supplied by the Trustees, unless stipulated otherwise in the Notice-Inviting the Tender and shall be faultless in figures and free from erasing. Corrections, if any, shall only be made by scoring out and initialling of the revised figure.
- 3.3. If required by the Engineer or the Trustees, the Contractors in their tender or subsequently, shall disclose the names of their owners/partners/Share Holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled.

3.4.

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

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

- (b) Earnest Money shall be deposited with Trustees' treasurer in cash or by Banker's Cheque of any Kolkata Branch of a Nationalized Bank of India drawn in favour of Kolkata Port Trust or in the form of an "Kolkata Port Trust" and payable at Kolkata / Haldia Holding as the case may be and the receipt granted there for be kept attached to the Tender / offer in the Sealed Cover.
- (c) Earnest Money of un-accepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalized Bank of Kolkata / Haldia.
- (d) The enlisted (registered) Contractors of the Trustees, who have deposited fixed Security with the Trustees FA & CAO / Manager (Finance) according to his Class of Registration, shall be exempt from depositing the Earnest Money, as per the following scale:

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

- (e)
- (i) Tender submitted without requisite Earnest Money may be liable to rejection.
- (ii) If before expiry of the validity period of his Tender / offer, the tender amends his quoted rates or tender/ offer making them unacceptable to the Trustees and / or withdraws his tender / offer, the Earnest Money deposited shall be liable to forfeiture of the option of the Trustees.
- (f) The Earnest Money of accepted Tender / offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Contractor after cancellation of the previous Receipt of Earnest Money.
- (g) Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done up to the stage of completion.

Value of Work	% of Security Deposit for works contract	% of Security Deposit for Contract of supplying materials and equipments only
For works up to Rs. 10,00,000/-	10% (Ten percent)	1% (One percent)
For works costing more than Rs.10,00,000/- and up to Rs.20,00,000/-	10% on first Rs. 10,00,000/- + 7½% on the balance	1% on first Rs.10,00,000/- ½% on the balance
For works costing more than Rs.20,00,000/-	10% on first Rs. 10,00,000/- + 7 ½% on next Rs.10,00,000/-+ 5% on the balance	1% on first Rs.10,00,000/-+1/2% on next Rs.10,00,000/-+ ¼% on the balance

- (h) Balance Security for Contract of supplying materials and equipment computed in terms of the percentages given above, shall have to be deposited with the trustees' Treasurer in advance and within 30 days from the date of placement of supply order, either in cash or by A/c. Payee Draft of a Nationalized Bank of India drawn in favour of Kolkata Port Trust and payable at Kolkata / Haldia, as the case may be.
- (i) No interest shall be paid by the trustees to the Tenderer / Contractor on the amount of Earnest Money / Security Deposit held by the Trustees, at any stage.

3.5.

- (i) The Security Deposit shall be refunded to the Contractor in terms of Clause 9.3 hereinafter and subject to deduction, if any, under the provision of Sub-Clause 3.5(ii) herein below. If, however, the contract provides for any maintenance period, 50% of the Security Deposit may be refunded against any of the Treasury Receipt for that amount on expiry of half of the maintenance period and the balance deposit on the said maintenance period and after the Engineer has certified the final completion of work in form G.C.2 and the Contractor has submitted his "No Claim" Certificate in form G.C.3.
- (ii) The Security Deposit/Earnest Money may be liable to forfeiture at the option of the Trustees, if the Contractor fails to carry out the work or to perform/observe any of the conditions of the contract. The Trustees shall also be at liberty to deduct any of their dues from the Security Deposit, fixed Security, Earnest Money or from any sum due or to become due to the Contractor under any other contract.

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

4. THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR

4.1.

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

- (b) The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of the High Court at Kolkata, India, including the following Act:
1. The Indian Contract Act, 1872.
 2. The Major Port Trust, Act, 1963.
 3. The Workmen's Compensation Act, 1923.
 4. The Minimum Wages Act, 1948.
 5. The Contract Labour (Regulation & Abolition) Act, 1970.
 6. The Dock Workers' Act, 1948.
 7. The Indian Arbitration Act (1940) (in the case of a definite arbitration Agreement only).
- 4.2. After acceptance of his Tender / Offer and when called upon to do so by the Engineer or his representative, the Contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed the other documents referred to in the definition of the term "Contract" here-in-before shall collectively be the Contract.
- 4.3. Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.
- 4.4. Two copies of the Drawing referred to in the General and Special Conditions of Contract and in the Bill of Quantities, shall be furnished by the Engineer to the Contractors free of cost for his use on the work, but these shall remain the property of the Trustees and hence, the Contractor shall return them to the Engineer or his Representative on completion of the work. If not torn or mutilated on being regularly used at site.
- 4.5. The Contractor shall prove and make at his own expense any working or progress drawings required by him or necessary for the proper execution of the works and shall, when required, furnish copies of the same free of cost to the Engineer for his information and/ or approval, without meaning thereby the shifting of Contractor's responsibility on the engineer in any way whatsoever.
- 4.6. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the engineer. Even if such permission be granted, the Contractor shall remain responsible (a) for the acts, defaults and neglect of any sub-contractor, his agents servants or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen, and (b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a "piece rate" basis shall not be deemed to be subletting under this clause.
- 4.7. Unless otherwise specified, the Contractor shall be deemed to have included in his Tender / Offer all his cost for supplying and providing all constructional plant, temporary work, materials both for temporary and permanent works, labour including supervision thereof transporting to and from the site and in and about the work, including loading, unloading, fencing, watching, lighting, payment of fees, taxes and duties to the appropriate authorities and other things of every kind required for the construction, erection, completion and maintenance of the work.
- 4.8. The Contractor shall be solely responsible for the adequacy, stability and safety of all site operations and methods of construction, even if any prior approval thereto has been taken from the Engineer or his Representative. The Contractor shall not be responsible for the correctness of the design or specification of the Temporary and Permanent works formulated by the Engineer; but the contractor shall be fully responsible for the correct implementation thereof as also for any design and specification prepared / proposed / used by the Contractor.
- 4.9. Whenever required by the Engineer or his Representative, the Contractor shall submit to him the details of his (a) programme for execution of the work, (b) proposed procedure and methods of work, (c) proposed deployment of plant, equipment labour, materials and temporary works. The submission to and/ or any approval by the Engineer or his Representative to any such programme or particulars, shall not relieve the Contractor of any of his obligations under the contract. If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.

- 4.10. Necessary and adequate supervision shall be provided by the Contractor during execution of the works and as long thereafter as the Engineer or his Representative shall consider necessary during the maintenance period. The Contractor or his competent and authorised agent or representative shall be constantly at site and instructions given to him by the Engineer or his Representative in writing shall be binding upon the Contractor subject to limitation in clause 2.5 hereof. The Contractor shall inform the Engineer or his Representative in writing about such representative/agent of him at site.
- 4.11. The Contractor shall employ in execution of the Contract only qualified, careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of his staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur, whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.
- 4.12. The Contractor shall be responsible for the true and proper setting-out of the works in relation to reference points/lines/levels given by the Engineer in writing. The checking of any setting-out or of any alignment or level by the Engineer or his Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and he shall fully provide, protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting-out the works.
- 4.13. From the commencement of the works till issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his down cost as per instruction and to the satisfaction of the Engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer, shall be recoverable from the Contractor in whatever manner the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Contractor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the Engineer as also for defects/ damages if any caused to the work by the Contractor during such repairs and replacement in the maintenance period.
- 4.14. The Contractor shall at his own cost protect, support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not, which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/ or to any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract.
- 4.15. The Contractor shall immediately inform the Engineer's Representative if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees expense as per the instruction of the Engineer's Representative.
- 4.16. The Contractor shall be deemed to have indemnified the Trustees against all claims, demands, actions and proceedings and all costs arising there from on account of:
- (a) Infringement of any patent right, design, trade-mark, or name or other protected right, in connection with the works or temporary work.
 - (b) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.
 - (c) Unauthorized obstruction or nuisance caused by the Contractor in respect of Public or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person.

- (d) Damage / injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work
 - (e) Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting contractor's plants and materials.
 - (f) The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies employed by or with the permission and / or knowledge of the Trustees on or near the site of work.
- 4.17. Debris and materials, if obtained by demolishing any properly, building or structure in terms of the Contract shall remain the property of the Trustees.
- 4.18. The Contractor's quoted rates shall be deemed to have been inclusive of the following:
- (a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.
 - (b) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.
 - (c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works, and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.
 - (d) Making arrangements for deployment of all labourers and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.
 - (e) Making arrangements in or around the site, as per the requirements of Kolkata Municipal Corporation or other local authority or the Engineer or his Representative, for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.
- 4.19. Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or in case of Trustee's enlisted Contractor to the address as appearing in the trustee's Register or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or dispatch.
- 4.20. The Contractor and his sub-contractor or their agents and men and any firm supplying plant, materials, and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing.
- 4.21. The Contractor shall, at the Trustees' cost to be decided by the Engineer, render all reasonable facilities and Co-operation as per direction of the Engineer or his representative to any other Contractor engaged by the Trustees and their workmen, to the Trustees' own staff and to the men of other Public Body on or near the site of work and in default, the contractor shall be liable to the trustees for any delay or expense incurred by reason of such default.
- 4.22. The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic.
- 4.23. All constructional plants, temporary works and materials when brought to the site by the contractor, shall be deemed to be the property of the Trustees who will have a lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer or his Representative.

5. COMMENCEMENT, EXECUTION AND COMPLETION OF WORK

- 5.1. The contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Contractor's tender / offer by the Trustees or within such preliminary time as mentioned by the contractor in the Form of Tender or the time accepted by the Trustees. The contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representatives, time being deemed the essence of the contract on the part of the Contractor.
- 5.2. The Contractor shall provide and maintain a suitable office at or near the site, to which the Engineer's Representative may send communications and instructions for use of the Contractor.
- 5.3. Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the contractor shall not execute the work beyond the working hours observed by the Engineer's Representative and on Sundays and Holidays observed in the trustees system, except in so far as it becomes essential on account of tidal work or for safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any act or neglect on the part of the contractor, then the Engineer or his Representative shall order and the contractor at his own expense shall work by day and by night and on Sundays and Public Holidays. Any failure of the Engineer or his Representative to pass such an order shall not relieve the contractor from any of his obligations. The Engineer's decision in this regard shall be final, binding and conclusive.
- 5.4. Unless stipulated otherwise in the contract, all materials required for the work shall be procured and supplied by the contractor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the Engineer or his Representative. The engineer shall exercise his sole discretion to accept any such materials.
- 5.5. Unless stipulated otherwise, in the contract, all materials, workmanship method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the materials and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.
- 5.6. Samples shall be prepared and submitted for approval of the Engineer or his Representative, whenever required to do so, all at the contractor's cost.
- 5.7. Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work shall be borne by the contractor.
- 5.8. Regarding the supply of any materials by the Trustees to the contractor in accordance with the contract, the following conditions shall apply:
 - (a) The contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative.
 - (b) Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than "Excepted Risks", the contractor shall compensate the Trustees' in the manner decided by the Engineer and shall at no stage remove or cause to be removed any such material from the site without his permission.
 - (c) The Trustees' materials will generally be supplied in stages and in accordance with the rate of progress of work, but, except for grant of suitable extension of completion time of work as decided by the Engineer, the contractor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Contractor shall, however communicate his requirement of such materials to the Engineer from time to time.
 - (d) Unless stipulated otherwise in the contract, the value of the Trustees' materials issued to the contractor shall be recovered from the Contractor's bills and / any of his other dues. Progressively according to the consumption thereof on the work and / or in the manner decided by the Engineer or his Representative and at the rate / stipulated in the contract. These rates shall only be considered by the contractor in the preparation of his tender /

offer and these will form the basis of escalation / variation, if in future the contractor is required to procure and provide any such material on the written order of the Engineer consequent on the Trustees' failure to effect timely supply thereof.

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

1. The issue rate of the materials at the Trustees' Stores, and
 2. The market price of the material on the date of issue as would be determined by the Engineer.
- 5.9. The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time – (i) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the Engineer or his Representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and proper re-execution of any work, which in respect of material and workmanship is not in accordance with the contract or the instructions of the Engineer. The contractor shall comply with such order at his own expense- and within the time specified in the order. If the contractor falls to comply, the Engineer shall be at liberty to dispose and such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days.
- 5.10. No work shall be covered up and put out of view by the contractor without approval of the Engineer or his Representative and whenever required by him the contractor shall uncover any part or parts of the work or make openings in or through the same as may be directed by the Engineer or his Representative from time to time and shall reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the contractor. The Trustees shall reimburse such cost as determined by the Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.
- 5.11. On a written order of the Engineer or his Representative the contractor shall delay or suspend the progress of the work till such time the written order to resume the execution is received by him. During such suspension the contractor shall protect and secure the work to the satisfaction of the Engineer or his Representative. All extra expenses in giving effect to such order shall be considered by the Trustees, unless such suspension is
1. Otherwise provide for in the contract, or
 2. Necessary by reason of some default on the part of the Contractor, or
 3. Necessary by reason of climatic conditions on the site, or
 4. Necessary for proper execution of the works or for the safety of the works or any part thereof. The Engineer shall settle and determine such extra payment and / or Extension of completion time to be allowed to the contractor, as shall, in the opinion of the Engineer, be fair and reasonable.

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

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

6. TERMS OF PAYMENT:

- 6.1. No Sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer. On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advances, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.
- 6.2. All payments shall be made to the Contractor on the basis of measurement of actual work done, as recorded in the Trustees' measurement books and at accepted tendered or at agreed rates, as the case may be except as otherwise provided in the contract and when the Engineer decided any other rate for change in the scope of work or omission, if any, on the part of the Contractor.
- 6.3. For work of sanctioned tender value more than Rs. 50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made at the discretion of the Engineer or his Representative at intervals deemed suitable and justified by him. Provided always that, subject to execution of work of substantial value in the context of the contract price, the interval of such on account payments shall be decided by the Engineer or his Representative, which shall ordinarily not be less than 1 month in between two payments for on account bill and / or advance.
- 6.4. Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and / or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the Engineer's Representative in every manner required by him. After the measurements taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a taken of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even other 3 days written notice from the Engineer's Representative the measurement shall be taken ex-part by the Engineer's representative and those shall be accepted by the Contractor.
- 6.5. Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may, in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable" sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees end., The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amount and recoveries to type out the bill.
- 6.6. At the discretion of the Engineer or his Representative and only in respect of accepted offers/ where estimated amount put to tender would be Rs. 2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor. Provided always that -
 - i. The materials shall, in the opinion of the Engineer or his Representative, be of imperishable nature.
 - ii. The value of such materials shall be assessed by the Engineer or his Representative, at their own discretions,
 - iii. A formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials.
 - iv. The materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise,

- v. In the event of shortage of such materials within the Trustees' protected areas in the Docks, the contractor shall submit an indemnity Bond in the proforma and manner acceptable to 'Trustee' whereby the contractor shall indemnify the Trustees' against all financial loss/ damage, on account of loss/ damage to such materials for whatever reasons.
 - vi. In the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the Engineer an irrevocable Bank Guarantee favouring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Kolkata / Haldia Branch of any Nationalised Bank or a Scheduled Commercial bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee.
 - vii. The amount of advance shall be recoverable from the contractor's bills or any other dues, progressively with the consumption of the materials on the basis of quantity consumed. Consequent on full recovery of the advance the Indemnity Bond / Bank Guarantee, vide sub-clause (v) & (vi) above, shall be returned to the Contractor duly discharged by the Engineer on behalf of the Trustees.
- 6.7. No Certificate of the Engineer or his Representative shall protect the Contractor against or prevent the Trustees from obtaining repayment from the Contractor, in case the Engineer or his Representative should over certify for payment or the Trustees should over-pay the Contractor on any account.
 - 6.8. No claim for interest shall be admissible to the Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Trustees, owing to dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise.

7. VARIATION AND ITS VALUATION:

- 7.1. The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfillment of his obligation under the contract.
- 7.2. The Engineer shall have the power to order the Contractor in writing to make any variation of the Quantity, quantity or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows:
 - a) Increase or decrease the quantity of any work included in the contract.
 - b) Omit any work included in the contract.
 - c) Change the Character or quality or kind of any work included in the contract.
 - d) Change the levels, lines, position and dimensions of any part of the work, and
 - e) Execute extra and additional work of any kind necessary for completion of the works.
- 7.3. No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly.
- 7.4. Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work up to 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided

also that verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer's subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause.

- 7.5. a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer.
- b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.
- c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra additional or substituted work, then the Engineer may decide the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.
- d) If the nature or amount of any omission or addition relative to the nature or amount of the whole of the contract work or to any part thereof shall be such that, in the opinion of the Engineer, the rate of prices contained in the contract for any item of the works or the rate as evaluated under sub-clauses (b) and (c) of this clause, is by reason of such omission or addition rendered unreasonable or in-applicable the Engineer shall fix such other rate or price as he deems proper and the Engineer's decision shall be final, binding and conclusive.

8. DELAY / EXTENSION OF COMPLETION TIME / LIQUIDATED DAMAGE / TERMINATION OF CONTRACT

- 8.1. Should the quantum of extra or additional work of any kind or delayed availability of the Trustees' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotions or other special circumstances of any kind beyond the control of the Contractor cause delay in completing the work, the contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work, with or without the imposition of "Liquidated Damages" Clause (No.8.3 hereof) on the Contractor and his decision shall be binding on the contractor. If an extension of completion time is granted by the Engineer, the clause No.8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communication by the Engineer, as aforesaid.
- 8.2. a) If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the contractor shall pay as compensation (Liquidated Damages) to the Trustees and not as a penalty, ½ % (half percent) of the total value of work (contract price) as mentioned in the latter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% the said value of work.
- b) Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation / damage in Sub-Clause (a) of this clause, from any money due or likely to become due to the contractor. The payment or deduction of such compensation / damage shall not relieve the Contractor from his obligation to complete the work or from any of his other obligations / liabilities under the contract and in case of the Contractor's failure and at the absolute discretion of the Engineer, the work may be ordered to be

completed by some other agency at the risk and expense of the Contractor, after a minimum three days notice in writing has been given to the contractor by the Engineer or his Representative.

8.3. Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive:

- (i) The Contractor has abandoned the contract.
- (ii) In the opinion of the Engineer, either the performance of the Contractor is not satisfactory or the work is not getting completed within the agreed period on account of Contractor's lapses.
- (iii) The Contractor has failed to commence the work or has without any lawful excuse under these conditions, has kept the work suspended despite receiving the Engineer's or his Representative's written notice to proceed with the work.
- (iv) The Contractor has failed to remove materials from site after receiving from the Engineer or his Representative the written notice stating that the said materials or work are rejected by him.
- (v) The Contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
- (vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
- (vii) The Contractor is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsorily or voluntarily.

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

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

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

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

9. MAINTENANCE AND REFUND OF SECURITY DEPOSIT

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

the Form G.C.1. Any defect / fault, which may appear in the work during aforesaid maintenance period, arising, in the sole opinion of the Engineer or his Representative, from materials or workmanship not in accordance with the contract or the instruction of the Engineer or his Representative, shall, upon the written notice of the Engineer or his Representative, be amended and made good by the Contractor at his own cost within seven days of the date of such notice, to the satisfaction of the Engineer or his Representative, failing which the Engineer or his Representative shall have the defects amended and made good through other agency at the Contractor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in manner deemed suitable by the Engineer.

- 9.2. The Contract shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a final Completion Certificate in from G.C. 2 annexed hereto shall have been signed and issued by the Engineer to the contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working or using thereof by the trustees shall not relive the Contractor of his obligations under the contract for full and final completion of the work.
- 9.3. On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by submitting to the Engineer (i) The Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his "No further claim" Certificate in from G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in from G.C.2 and within two months of the Engineer's recommendation, the Trustees shall refund the balance due against the Security Deposit to the Contractor, after making deduction there from in respect of any sum due to the Trustees from the Contractor.

10. INTERPRETATION OF CONTRACT DOCUMENTS , DISPUTES & ARBITRATION

- 10.1. In all disputes, matters , claims , demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications and Instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract the decision of the Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the Contractor .
- 10.2. If, the Contractor be dissatisfied with any such decision of the Engineer, he shall within 15 days after receiving notice of such decision require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.
- 10.3. If , however , the contractor be still dissatisfied with the decision of the Chairman , he shall, within 15 days after receiving notice of such decision required that within 60 days from his written notice, the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act , 1940 or any statutory modification thereof .
- 10.3.1 If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which it was left by his predecessor.
- 10.3.2 The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.
- 10.3.3 The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties.
- 10.3.4 The Venue of the arbitration shall be Kolkata or as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference to cost of any incidental to the reference and award respectively shall be in discretion

of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid .

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

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

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

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

10.5. **Provided always as follows:**

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

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

(c) Contractor's dispute, if any, arising only during the maintenance period stipulated in the contract, must be submitted to the Engineer, with detailed justifications in the context of contract Conditions, before the final completion of the work.

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

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

(e) The Chairman / Trustees shall have the right to alter the panel of Arbitrators, vide Clause 10.3 here-in-above, on their sole discretion, by adding the names of new Arbitrators and / or by deleting the names of existing Arbitrators, without any reference to the Contractor.

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF AGREEMENT

THIS AGREEMENT made thisday of.....2019 between the Board of Trustees for the Port of Kolkata, a body corporate constituted by the Major Port Trusts Act, 1963 (hereinafter called “Trustees” which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and(herein after called “ the Contractor ”, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part.

WHEREAS the Trustees are desirous that certain works should be executed / constructed , viz.

.....
and have accepted a Tender / Offer by the Contractor for the execution and maintenance of such work NOW THIS AGREEMENT WITNESSETH as follows :

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.
 - (a) The said Tender / Offer & the acceptance of the Tender / Offer
 - (b) The General Conditions of Contract
 - (c) The Special Conditions of Contract
 - (d) Special Conditions of Contract (if any)
 - (e) The Conditions of Tender
 - (f) The Specifications
 - (g) The Bill of quantities/Rate Schedule
 - (h) The Trustees Schedule of Rates and Prices (if any).
 - (i) All correspondence by which, the contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned , the Contractor hereby covenants with the Trustees to execute and maintain the work in conformity in all respects with the provisions of the contract.
4. The Trustees hereby covenants to pay to the Contractor, in consideration of such execution and maintenance of the Work, the Contract Prices at the times and in the manner prescribed by the Contract.

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

The Seal of.....
Was hereunto affixed in the presence of:
Name
Address
.....

Or

SIGNED, SEALED AND DELIVERED

By the said

In the presence of:

Name
Address:
.....

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

Name.....
Address:

KOLKATA PORT TRUST

FORM G.C.1

Contract

Address

Date of Completion

Dear Sir/s,

This is to certify that the following works viz.

Name of the Work.....

Estimate Number E.E.Odt

C.E.Odt

Work Order Number

Allocation.....

Contract Number

which was carried out by you is in the opinion of the undersigned completing in every respect on the
..... Day of20..... in accordance with the terms of
the Contract and you are required to maintain the work in accordance with clause 62 of the General Conditions of
Contract and under the provisions of the Contract for a period of days
/weeks / months / years.

From the day of 20

to the day of 20

Signature (.....)

(Engineer / Engineer's Representative)

Name.....

Designation.....

Office Seal

c.c. to The Deputy Chief Engineer ()

The Deputy Manager ()

Financial Adviser & Chief Accounts Officer/

Manager (Finance), Haldia Dock Complex.

KOLKATA PORT TURST

FORM G.C.2

The Financial Adviser & Chief Accounts Officer.

The Manager (finance), Haldia Dock Complex.

CERTIFICATE OF FINAL COMPLETION

This is to certify that the following works viz.

Name of work

Estimate No. E.E.O. dt

C.E.O.dt

Work Order No dt

Allocation

Contract No.....

Resoln. No & Meeting No :

Allocation

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

Signature (.....)

(Engineer / Engineer's Representative)

Name.....

Designation.....

Office Seal

KOLKATA PORT TRUST

FORM G.C.3

(‘No Claim’ Certificate From Contractor)

The Engineer
Kolkata Port Trust
Kolkata / Haldia

(Attn)

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

Dear Sir,

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

Name of Work

Work Order No dt

Allocation.....

Contract No.

.....

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

Yours faithfully,

(Signature of Contractor)

Date

Name of Contractor

Address

.....

(Official Seal of the Contractor)

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

To
The Board of Trustees
for the Port of Kolkata.

BANK GUARANTEE NO.....DATE.....
Name of issuing Bank.....
Name of Branch.....
Address.....

In consideration of the Board of Trustees of the Port Kolkata, a body corporate - duly constituted under the Major port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt Shri / Messrs a proprietary / Partnership / Limited / Registered Company, having its Registered Office at

(hereinafter referred to as "The Contractor") from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for (write the name of the work as per Work Order) in terms of the Work order No dated.....(hereinafter referred to as the said contract) for the due fulfillment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs (Rupees) we,.....Branch, Kolkata...../ Haldia, do, on the advise of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs.....(Rupees.....) we, Branch Kolkata/Haldia 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 such demand by an A/c. Payee Banker's Cheque drawn in favour of 'Kolkata Port Trust', without any demur . Even if there any dispute between the Contractor and the Trustees , this would be no ground for us,(Name of Bank),.....Branch Kolkata...../Haldia to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that we,Branch, Kolkata /Haldia, decline or fail or neglect to honour the Bank Guaranteed in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

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

3. We, Branch, Kolkata /Haldia, further agree that the Bank Guaranteed herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that is shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid up to and inclusive ofday of19.....and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6(six) calendar months from the expiry of the aforesaid validity period up to Or any extension thereof made by us,Branch, Kolkata/Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required / determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

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

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

SIGNATURE.....
NAME.....
DESIGNATION.....

(Duly constituted attorney for and on behalf of)

BANK.....
BRANCH.....
Kolkata...../HALDIA.

(OFFICIAL SEAL OF THE BANK)