TENDER DOCUMENT FOR

"INTEGRATED CONTAINER HANDLING OPERATIONS"

AT

HALDIA DOCK COMPLEX, KOLKATA PORT TRUST

TENDER NO. Ad/0076/D/2014

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HDC, KoPT, its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Notice Inviting Tender and Tender Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Notice Inviting Tender and Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Notice Inviting Tender and Tender Document or arising in any way in this Selection Process.

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The Bidder/Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid/Tender including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by HDC, KoPT or any other costs incurred in connection with or relating to its Bid/Tender. All such costs and expenses will remain with the bidder and HDC, KoPT shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Bid/Tender, regardless of the conduct or outcome of the selection process.

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NOTICE INVITING TENDER

KOLKATA PORT TRUST, HALDIA DOCK COMPLEX
INVITES TENDER FOR

INTEGRATED CONTAINER HANDLING OPERATIONS AT
KOLKATA PORT TRUST, HALDIA DOCK COMPLEX

TENDER NUMBER – AD/0076/D/2014

Earnest Money	Non-refundable Tender Fee	Last date and time of downloading of Tender Document	Date and time of Pre-Bid Meeting	Last date and time of Submission of Tender
INR 32,00,000/- (INR Thirty Two lac only)	INR 25000/- (INR Twenty five thousand only)	Till 1300 hrs. of May 22, 2014	1100 hours of May 29, 2014	Till 1400 hours of June 20, 2014

Tender document can be downloaded from http://www.haldiadock.gov.in OR http://www.kolkataporttrust.gov.in. Tender Document shall neither be issued by post nor sold.

1. SCOPE OF WORK, OBLIGATION AND RELATED INFORMATION:

1.1 The contractor shall, at his cost, charges, expenses, risks and responsibilities, manpower and arrangements, carry out the following operations / services for handling containers in an integrated manner on round the clock basis on all the days in a year at the container terminal of KoPT at Haldia Dock Complex with the help of (i) 2 RMQCs and 4 RTYGCs including "OTHER RELATED ACCESSORIES" and (ii)**"**OTHER NECESSARY EQUIPMENT**"** viz. Tractor- Trailer combination, Reach-Stacker, forklifts etc. as may be required to be deployed by the contractor:-

(i) Ship/barge to shore transfer or vice versa
(ii) Transfer / movement between berth(s) and yard(s) / storage area / berth(s) or vice versa
(iii) (a) Lift off from transfer vehicles at the yard / storage area / berths including all required shifting, stacking, de-stacking etc. in case of import containers
(b) Lift on to transfer vehicles at the yard / storage area / berths including all required shifting, stacking, de-stacking etc. in case of export containers
(iv) (a) Lift on to delivery vehicles at the yard / storage area / berths including all required shifting, stacking, de-stacking etc. in case of import containers as well as shut out, stock containers
(b) Lift off from receiving vehicles at the yard / storage area / berths including all required shifting, stacking, de-stacking etc. in case of export containers
(v) Opening and replacing of hatch covers, if required
(vi) Lashing and / or unlashing of containers
(vii) Fitting / Releasing of twist locks / standardized rotating connector for securing corner casting of containers
(viii) On-board shifting (via quay head / without via quay head)
(ix) Any other shifting and / or de-stacking - re-stacking, as may be necessary at the yard / storage area not covered above
(x) Any and all other activities / operations as may be necessary for carrying out integrated container handling services (i.e. ship to shore transfer, movement between berth and yard, lift off at yard and lift on for delivery or vice versa)
(xi) Loading / unloading of containers to / from wagons including transportation and stacking of the containers.
(xii) Tally, as required, for all container handling operations to be maintained by the contractor.

Note – The "OTHER RELATED ACCESSORIES" shall comprise Spreaders for both RMQCs & RTYGCs, overhead attachments of Spreaders and Hooks (RMQCs).

1.2 The contractor will also be required to –

(a) Provide all other allied and planning related services for handling and storage of containers.
(b) Ensure traffic control and congestion-free movement at the berth(s) and yard(s) / storage area to avoid any accident to the port's equipment and / or any other untoward incident. The contractor will also be required to construct, operate & man temporary in-out gates / kiosks to / from the container terminal.
(c) Undertake marketing initiatives along with KoPT

(d) Execute the following jobs in respect to information technology support required by the Port –

- Establish secure computer network connectivity between the proposed gate(s) of the designated container yard with the existing Port IT infrastructure of Haldia Dock Complex for exchange of information electronically,
- Develop & commission system for exchange of messages in text format in line with Electronic Data Interchange (EDI) as per structure specified by the Port from time to time,
- Pick up / place these messages in designated location as specified by the Port,
- Provide information in soft and hard copies as per format and frequency specified by the Port regarding operational and financial matters. This should be read in conjunction with clause 1.42 and
- Arrange for, commission, operate and maintain the hardware, software & manpower necessary at the bidder end for the aforesaid work in a comprehensive manner during the entire period of the contract.

1.3 The contractor shall operate and maintain the 2 RMQCs, 4 RTYGCS and "OTHER RELATED ACCESSORIES" of KoPT in accordance with the Good Industry Practice with the objective of fulfilling the Scope of Work and service standards required under the contract and ensuring that the RMQCs, RTYGCS and "OTHER RELATED ACCESSORIES" handed over by KoPT to the contractor (to be transferred to KoPT upon expiry of the contract) remain in good condition, normal wear and tear excepted, so that the design life of 20 years of the equipment concerned (i.e. from 2006 for the RMQCs and from 2007 for the RTYGCs), is achieved. The contractor in this regard shall repair and maintain the RMQCs, RTYGCS and "OTHER RELATED ACCESSORIES" or any part thereof as necessary and for this purpose take measures for carrying out routine and preventive maintenance of the RMQCs, RTYGCS and "OTHER RELATED ACCESSORIES" including upgradation / repairing of structures, refurbishing, painting, etc.

1.4 It will be the responsibility of the contractor to provide all capital spares and all other spares and consumables for operation and maintenance of the RMQCs, RTYGCs of KoPT and "OTHER RELATED ACCESSORIES" at his cost and arrangement.

1.5 It will be mandatory for the contractor to purchase / accept all the capital spares and other spares and consumables available with KoPT in respect of the RMQCs, RTYGCs and their "OTHER RELATED ACCESSORIES" available with KoPT at their respective book values + 19.25% overhead charges at the beginning of the contract. An indicative list showing the spares available with KoPT as on the date of publication of the tender is given at Appendix 8. It will be deemed that the tenderer has submitted the bid in consideration of this list as at Appendix 8. However, this list may be revised in the event some of the spares mentioned in Appendix 8 are consumed prior to handing over of RMQCs, RTYGCs and "OTHER RELATED ACCESSORIES" to the contractor. The contractor will have to procure / make payment for all the spares as mentioned in the original list as at Appendix 8.

1.6 The contractor will have to purchase the aforesaid spares (as stated at clause no. 1.5 above) at least a week prior to handing over of the RMQCs, RTYGCs and "OTHER RELATED ACCESSORIES" by KoPT to the contractor.

1.7 All remaining capital spares, other spares and consumables (i.e. other than those indicated as at 1.5 above) as may be required shall have to be arranged and provided for by the contractor from other sources / market, at his own cost.

1.8 The general specifications and maintenance schedule (for guidance only) of the 2 RMQCs, 4 RTYGCs and their "OTHER RELATED ACCESSORIES" owned by KoPT and to be handed over to the contractor are given at Appendices 4, 5, 6 & 7 and Appendices 9, 10, 11 & 12 respectively.

1.9 An Independent Agency (or Institution or Organization) like BVIS, IRS, DNV, ABS, Lloyds, Jadavpur University, BESU, IIT and other similar organizations / institutions, will be appointed to carry out annual inspection of the RMQCs, RTYGCS of KoPT and their OTHER RELATED ACCESSORIES, handed over to the contractor. The Independent Institution / Organization / Agency, after each such inspection, will certify as to whether these equipment are in order. They will also recommend corrective actions viz. repairing, overhauling, corrections etc. required for removing the defects, deficiencies if any in these assets and the respective timeframes within which such corrective actions are required to be undertaken. The contractor shall be required to carry out all such corrective actions within the respective timeframes at his own cost and arrangements. The Independent Agency will certify as to whether the contractor has undertaken all the corrective actions as recommended by the Independent Agency. The contractor will be obliged to obtain the said certificate from the Independent Agency and submit the same to KoPT within a period of 7 days of the receipt of the said certificate.

1.9(b) Please also refer to clause-7.8(c) (ii) in the matter.

1.10 (a) The contractor will maintain, throughout the period of the contract, an Asset Management Guarantee in the form of an encashable Bank Guarantee amounting to INR 10 Crores. The said Bank Guarantee shall have to be deposited at the beginning of the contract, and the contractor shall have to supplement / replenish / extend the said Bank Guarantee as per direction of KoPT from time to time. In the event of the contractor failing to comply with corrective actions recommended by the Independent Agency, KoPT itself may implement the recommendations of the Independent Agency for removing the defects / deficiencies in the RMQCs, RTYGCS of KoPT and "OTHER RELATED ACCESSORIES" handed over to the contractor and recover the expenditure incurred along with 19.25% overhead by invoking the said Asset Management Guarantee. KoPT may also, if required, withhold monthly payment(s) of the contractor in case the contractor shows reluctance in implementing the recommendations of the Independent Agency.

(b) KoPT may also invoke the Asset Management Guarantee in case the contractor does not make good the damages caused to the KoPT's own equipment due to reasons attributable to the contractor or his workers.

(c) In the event of invocation of the Asset Management Guarantee, irrespective of the claim amount, KoPT shall realize the entire amount of INR 10 Crores. This amount shall be retained by KoPT till completion of the contract period. However, KoPT may return the balance amount, if any, on submission of fresh Asset Management Guarantee in the form of encashable Bank Guarantee for INR 10 Crores

as security. The bidder should note that the coverage, in the form of the Asset Management Guarantee, shall always remain active during the entire period of the contract for the amount of INR 10 Crores.

1.11 (a) The Independent Agency shall be selected through a tender process. KoPT shall, within 30 (thirty) Days from the date of the LoI, forward to the Contractor a list consisting names accompanied by the respective profile in brief of the agencies so shortlisted. If within 15 (fifteen) days of forwarding the list, KoPT does not receive any objection from the Contractor with reasons thereof, KoPT shall call for a financial bid from the shortlisted agencies and select the Independent Agency ordinarily based on the lowest fee quoted. Any objection raised by the Contractor shall be considered by KoPT. At the discretion of KoPT, which shall be used with the highest degree of prudence and fairness, such agencies against which objections are raised (and are found legitimate and valid), will be disqualified prior to seeking a financial bid.

(b) The Independent Agency selected pursuant to the aforesaid process shall be appointed for entire period of the contract.

(c) The costs and expenses of the Independent Agency shall be borne by the KoPT and the contractor equally.

(d) If KoPT, either on its own or based on report of the contractor, has reason to believe that the Independent Agency is not discharging its duties in a fair, appropriate and diligent manner, KoPT may, after giving the Independent Agency due opportunity of being heard, terminate the appointment of the Independent Agency and appoint another firm in its place in accordance with the preceding clauses as at (a) and (b) above.

(e) If either Party (KoPT and / or the contractor) disputes any advice, instruction or decision of the Independent Agency, the dispute shall be resolved amicably by the parties to the contract. In case of any failure of such amicable settlement, the matter would be referred to the OEM / supplier of the equipment for opinion and the opinion of the OEM / supplier will be binding on both the parties. The cost and arrangement of getting the said recommendation of OEM will be on account of the party disputing the instruction / decision of the Independent Agency. However, KoPT shall be at liberty, pending resolution of the said dispute, to implement the recommendations of the Independent Institution / Organization / Agency for removing the defects / deficiencies in the RMQCs, RTYGCS of KoPT and their "OTHER RELATED ACCESSORIES" handed over to the contractor and recover the expenditure incurred along with 19.25% overhead by invoking the said Asset Management Guarantee.

1.13 In addition to the existing 2 RMQCs and 4 RTYGCs and "OTHER RELATED ACCESSORIES" owned by KoPT, the contractor shall deploy all "OTHER NECESSARY EQUIPMENT" under the contract (like tractor-trailers, Reach-stackers / similar equipment, Fork-Lifts, etc and / or any other) and thereafter operate and maintain the same at his cost, charges, expenses, risks and responsibilities, manpower and arrangements for fulfilling the scope of work and other obligations of the contract during the entire period of the contract.

1.14 The respective quantities, specifications, capacities, etc. of such "OTHER NECESSARY EQUIPMENT" to be deployed shall be decided upon by the intending tenderer(s) such that they are able to fulfill the scope of work and other obligations of the contract,

including, but not limited to the Minimum Level of Performance (MLP) set out at Clause 7.7 from and upon vessels having beam up to 32.3 meters and considering the technical and other details of berths, yards, storage areas given at Appendix 3. **However, the minimum compulsory requirement of such "OTHER NECESSARY EQUIPMENT" shall comprise 2 (two) Reach Stacker and 12 (twelve) Tractor-Trailer combinations.**

1.15 The tenderer shall indicate the quantities, specifications, capacities, etc. and make of all such "OTHER NECESSARY EQUIPMENT" which he intends to deploy at the berth as per Appendix 28. However, the contractor shall be at liberty to bring, without prior permission of KoPT, additional equipment over and above the "OTHER NECESSARY EQUIPMENT" (also, except RMQCs or any other Quay Cranes and RTYGCs or any other Yard Cranes) as & when required. This equipment shall be in addition to (i.e. over & above) the equipment proposed at Appendix 28 of the tender, subject to the condition that no extra payment will be made by KoPT for such additional equipment.

1.16 The contractor may also at his discretion deploy and thereafter operate and maintain such additional equipment in addition to those indicated at Appendix 28 at his own cost and arrangements, for fulfilling the scope of work and other obligations under the contract, subject to the condition that no extra payment will be made by KoPT for such equipment.

1.17 The details of all such additional equipment and accessories viz. year of manufacture, their technical specifications, capacity, quantity, etc. will have to be informed by the contractor to KoPT, prior to deployment.

1.18 Likewise, the contractor may also bring additional RTYGCs / other Yard Cranes, if they consider it so necessary for fulfillment of their different obligations under the provisions of the contract subject to its technical feasibility with prior permission of KoPT and subject to the condition that no extra payment will be made by KoPT for such additional RTYGCs / other Yard Cranes.

1.19 The details of such additional RTYGCs / other Yard Cranes, viz. year of manufacture, their technical specifications, capacity etc. will have to be informed by the contractor to KoPT, while obtaining prior permission from KoPT in this regard.

1.20 The contractor may also bring additional RMQCs / other Quay Cranes, with prior permission of KoPT. The modalities, terms and conditions, payments, MLP, etc. of such additional RMQCs / other Quay Cranes would be mutually decided, if and when such a situation arises.

1.21 The contractor shall supervise all the functions required under the provisions of the contract at its cost, charges, expenses, risks and responsibilities, manpower and other arrangements.

1.22 The contractor shall carry out all mentioned services and operations pertaining to this contract with the help of equipment as well as manpower to be deployed under

the provisions of the contract in close coordination with HDC; KoPT, Master of the vessel as well as representatives of other agencies involved.

1.23 The "OTHER NECESSARY EQUIPMENT" may or may not be new but should mandatorily have valid fitness certificate issued by Chartered Engineers and / or other appropriate authority nominated / accepted by KoPT for the purpose of performing different operations as envisaged under the contract by such equipment. Besides, the "OTHER NECESSARY EQUIPMENT" to be deployed by the contractor shall not have crossed more than 10 years from their respective dates of manufacture.

1.24 The contractor shall have to replace all the "OTHER NECESSARY EQUIPMENT" deployed by him, which will not be certified by the Chartered Engineers and / or other appropriate authority nominated / accepted by KoPT as per Clause 1.23 above to fulfill the provisions of the contract during the currency of the contract.

1.25 Such fitness certificates for each of the "OTHER NECESSARY EQUIPMENT" along with a summary sheet thereof should be submitted at the beginning / commencement of the contract. Such a summary sheet should be updated and submitted to HDC, KoPT on each occasion of replacement and / or supplement and / or revalidation of fitness of "OTHER NECESSARY EQUIPMENT". The contractor would have to submit relevant summary sheets with the bills of each month. The fitness certificates would have to be provided on each instance of replacement and / or supplement and / or revalidation of fitness for the concerned equipment.

1.26 The "OTHER NECESSARY EQUIPMENT" may be in any combination of ownership / leasing / hiring.

1.27 The contractor shall have to achieve stipulated MLP as detailed at Clause 7.7 of the tender document failing which KoPT will be at liberty to impose penalty as per details given at Clause 7.8 of the tender document.

1.28 The contractor shall not, without prior approval of KoPT, remove or replace the originally declared minimum number of "OTHER NECESSARY EQUIPMENT" under the provisions of the contract. However, the contractor will be at liberty without prior permission of KoPT, but with prior intimation, to remove the additional equipment & additional RTYGCs / Yard Crane(s) deployed by him as & when he desires.

1.29 The contractor shall employ qualified and skilled personnel for operation and maintenance of all the equipment deployed under the provisions of the contract and also to carry out all and / or any of the functions / operations / services for fulfilling his obligations under the contract. The contractor shall ensure that all such personnel have valid Licenses / Certificates applicable under the law to operate & maintain the respective equipment and for undertaking the various services / operations under the contract.

1.31 The contractor shall indemnify KoPT from the possible future demand of the employees / workers employed by the contractor that they be absorbed in KoPT. It will be the responsibility of the contractor to find a solution for such demand if it arises.

1.32 The contractor shall, at his own cost and arrangements, insure all of the "OTHER NECESSARY EQUIPMENT" to be supplied, installed, operated and maintained by him as required by the law and ensure that these are revalidated from time to time throughout the period of the contract.

1.33 (a) The Contractor shall have to obtain an Insurance Policy, covering all risks under the Workmen's Compensation Act, 1923 and shall have to keep the same renewed, from time to time as necessary, for the duration of the contract. The policy, as well as the renewal receipts, as applicable, shall have to be submitted by the Contractor to the KoPT, immediately after receipt of the same.

(b) The contractor should be solely responsible for any injury / damage caused to the personnel / Board's property, during execution of the work. For this, the contractor shall have to obtain and maintain comprehensive full coverage Third Party insurance (except due to fire and other perils) , in the name of KoPT, to compensate any injury or damage caused to the Third Party which includes injury / damage to the KoPT property / personnel or other during performance / execution of the contract. The copy of the policy shall have to be submitted by the Contractor to KoPT.

(c) The Limit of Indemnity will be as follows:

Any One Accident (AOA) limit: INR 10 Crore.
Any One Year (AOY) limit: INR 10 Crores

(d) Premium for the insurance policies shall have to be paid by the Contractor, time to time, for keeping the same valid during the contract period. The copies of such renewal receipts shall also have to be submitted by the Contractor to KoPT.

(e) Insurance shall be from any of the following Indian Insurance Companies viz. Oriental Insurance Company Limited / National Insurance Company Limited / New India Assurance Company Limited / United India Insurance Company Limited.

(f) Any amount of money received against any Insurance Policy, shall be applied in or towards the compensation and / or replacement & repair of the work lost, damaged or destroyed, but this provision shall not affect the Contractor's liabilities under the Contract.

1.34 The contractor shall at its own cost and arrangement obtain and maintain all required statutory clearances and permissions as may be required by law for operation and maintenance of all the equipment including port owned equipments and accessories viz. RMQCs, RTYGCs, Spreaders (for RMQCs and RTYGCs), Overhead attachment of Spreaders and Hooks (for RMQCs) deployed under the provisions of the contract and for undertaking the various services / operations under the contract.

1.35 The contractor shall comply with the requirements of all the Acts, Laws, Statues, Bylaws, Rules and Regulations for the purpose of fulfilling all the obligations of the contract which shall include but not limited to the Major Port Trust's Act, 1963, the Indian Contract Act, the Dock Workers (Safety, Health & Welfare) Regulations, 1987, Motor Vehicles Act, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, Industrial Dispute Act, 1947, Shops and Commercial Establishment Act, Factory Act, 1948, Workmen's Compensation Act, 1923, ESI Act, 1948, Payment of Wages Act, 1963, Bonus Act, Employees Provident Funds & Misc. Provisions Act, 1952 etc. and such other applicable Central / State Acts from time to time and take such steps as may be deemed necessary in this regard.

1.36 The Contractor shall, at all times during the currency of the contract, ensure highest standards of safety to the equipment deployed and / or operated by them under the provisions of the contract, vessels, people working on board & shore as well as other properties of KoPT or other parties while discharging the obligations under the provisions of the tender / contract. Also,

(a) In case of KoPT assets / property / employee suffering due to damage or sustaining injury (fatal / non-fatal) as the case may be, the contractor shall be solely accountable for all liabilities and losses thereof. In case of loss or damage of any property or any material belonging to KoPT, the contractor shall immediately pay the required cost for making good the losses, as will be ascertained by KoPT official, or in lieu thereof, the contractor may also repair / replace the damaged property to the satisfaction of KoPT official, within the period to be indicated by KoPT.

(b) The liability of the contractor in respect of the third party shall be ascertained through a joint inspection of the damaged property / injured person involving the contractor, the Port and the affected party, followed by a report to be submitted by a registered Surveyor, to be engaged by the affected party. If the contractor is found liable for all the damages in the aforesaid report, the Surveyor shall determine the extent of compensation and the contractor shall make good the losses. In case of failure on the part of the contractor to attend the joint enquiry / inspection despite prior intimation for the same, the report as stated above will be finalized in absence of their representative of the contractor and the same will be treated as final and binding on the contractor.

(c) In case of loss of life or injury caused to any person, the Contractor shall immediately pay the required compensation (as may also be decided by the statutory / competent authority) to the affected party.

Note: In case of non-compliance with the above provisions, KoPT will be at liberty to realize the cost of compensation from any amount due to the contractor.

1.37 The contractor shall keep KoPT indemnified throughout the period of the contract for any loss, damage and expenses whatsoever which KoPT may suffer or may have to suffer due to fault on the part of the contractor in operating and maintaining the equipment and in discharging other obligations as per provisions of the contract. Assessment of damages, expenses, cost etc. if any, will be carried out jointly by KoPT and the contractor. In case of absence of the contractor for joint inspection,

assessment done by KoPT will be final and binding on the contractor. In case the contractor damages property belonging to parties other than KoPT, assessment of damages, expenses, costs etc. if any, will be carried out jointly by KoPT, the contractor and the affected party concerned.

1.38 The contractor shall at its own cost and arrangement promptly repair / replace or restore any of the equipment or any part thereof which may be lost, damaged or destroyed.

1.39 The contractor shall not assign the contract to any other agency without approval of KoPT.

1.40 The contractor shall allow KoPT or any statutory authority to inspect all the equipment deployed and operated by the contractor under the provisions of the contract at all / any point of time and take such action as may be directed by KoPT or the said statutory authority with regard to any or all the equipment.

1.41 The contractor shall be responsible for payment of taxes, duties, cess, assessment or any other charges which may be levied by any statutory authority during the currency of the contract.

If during the period of the contract, any new tax / duty / cess or any other charge is imposed / levied by the Government / any statutory authority having impact on the payable amount to the contractor only to the extent of the services to be rendered after commencement of container handling operation, then the same would be paid by KoPT to the contractor at actual on production of relevant proof.

1.42 The contractor shall submit different reports as per periodicity to be mentioned by KoPT during the currency of the contract. This should be read in conjunction with 1.2 (d).

Note: All details reported may however, be separately ascertained by KoPT and in case of any difference, the details as will be ascertained by KoPT will be considered as final for the purpose of enforcing different clauses of the contract.

1.43 KoPT is covered by the “International Ship and Port Facility Security (ISPS) Code”. The general security of the entire dock area at HDC is provided by Central Industrial Security Force (CISF) as in existence now. Localized security for all the equipment and other infrastructure to be set up by the contractor inside the dock will be provided by the contractor at his cost, arrangement and liability.

1.44 KoPT will separately allot space (covered / open) for setting up of office, store and workshop for maintenance of equipment as may be required by the successful tenderer for fulfilling all the obligations of the contract. Such allotment will be made at the rate provided in the prevailing Schedule of Rent of KoPT’s land and buildings at Haldia including annual escalation thereof. The details of existing rate of rent, rate of escalation etc. is given at Appendix 13.

Note:

No rent will be charged by KoPT for the space to be utilized by the contractor for parking of the different equipment during idle hours. However, such parking will have to be done at the area to be earmarked by KoPT.

1.45 (a) Unless specified otherwise, KoPT will provide electricity and water to the contractor as may be required on chargeable basis from its available sources. If required, the contractor may have to lay their own water / electric line from nearest KoPT source up to their place of requirement for which KoPT will grant way leave license on chargeable basis as per Rent Schedule at Appendix 13.

(b) Regarding electricity and water supply, necessary meters should be installed by the contractor at his own cost.

(c) Supply of electricity for operation of RMQCs, maintenance and repair work of RMQCs and RTYGCs, shore supply for RTYGCs and for other purposes (like office, stores, workshop, etc.) will be on chargeable basis. The contractor shall have to make all arrangements, including installation of energy meters and maximum demand meters (in case of 3.3 kV supply), at their cost. The contractor will be responsible for maintenance and calibration of the energy meters and maximum demand meters at his own cost.

(d) Electricity charges will be determined on the basis of Chargeable unit (kWh) [actual unit (kWh) consumed (recorded through energy meter) + 3% (transformation loss) on actual unit consumed] and Chargeable maximum demand (in case of 3.3 kV supply) [actual maximum demand recorded + 3% (transformation loss) on actual maximum demand recorded] and prevailing rate of West Bengal State Electricity Distribution Company Ltd (WBSEDCL) from time to time. In case of 3.3 kV supply, applicable rate would be 11 kV commercial rate of WBSEDCL, prevailing from time to time. Billing will be done on the basis of electricity charges and overhead charges @ 19.25% [on the aforesaid electricity charges] as per notifications of TAMP. Electricity readings will be collected on monthly basis.

(e) Electricity consumption charges [based on the prevalent rates of WBSEDCL, as may be amended from time to time] shall have to be paid by the contractor immediately on receipt of bills from Manager (Finance); HDC; KoPT. All payment on this account should be updated, otherwise the pending bill amount, along with late payment surcharge will be recovered from the contractor's bills.

(f) KoPT do not guarantee uninterrupted supply of electricity and the contractor shall not be compensated for any delay or irregularity in supply of electricity.

1.46 The contractor will be allowed to install telephone(s) and other communication arrangements within the dock area for communication purpose at their own cost and arrangement.

1.47 The contractor shall have to obtain required permits / licenses for entry into the dock for its employees, workmen, security personnel, vehicles, tools and tackles, equipment and accessories etc. following the procedure of KoPT in vogue at HDC. The required permits / licenses will be given free of cost.

1.48 (a) The Contractor shall have to peacefully remove all the equipment and accessories deployed by him under the contract except the RMQCs, RTYGCs & "OTHER RELATED ACCESSORIES" owned by the port, from KoPT's premises within 3 (three) months from the date of completion / termination of the contract. All such equipment, as also gears, tool, tackles belonging to the contractor are to be removed from the quay-face, yard / storage areas, etc by the contractor at his cost, charges, expenses, risk and manpower within 48 hours of completion / termination of contract to a place as will be provided by KoPT, pending final removal/ disposal of the same from KoPT's premises. During this period i.e. within 3 months, after completion / termination of contract, all charges including land rent, electricity charges etc will be payable at the prevailing rates as applicable during the contractual period. During the aforesaid period, free Dock Permit will not be issued by KoPT and the contractor shall have to pay the charges as per rates in vogue.

(b) In case of failure on the part of the Contractor to do so, KoPT shall be at liberty to remove all the equipment and accessories belonging to the contractor and to keep the same at any location convenient to KoPT. Necessary charges for such removal, rent and other charges as applicable, for keeping of the same shall have to be paid in full by the Contractor before taking possession of such equipment again. Also, in such event, the Contractor shall not be entitled to claim any compensation from KoPT for any damage that may occur during such removal and keeping the equipment including all accessories and materials at any location by KoPT.

1.49 The contractor shall ensure that the Pollution Control Level of exhaust smokes / fumes discharged from the engines of all the equipment deployed and operated under the provisions of the contract conform to the latest Pollution Control Norm of Central Pollution Control Board / State Pollution Control Board.

1.50 The contractor will be allowed to fuel the equipment deployed and operated under the provisions of the contract inside the dock area by their own Oil Container or Mobile Fuel Dispenser for which all necessary precautions as may be required will be taken by the contractor. In this regard, approval of any statutory authority as may be required will also be taken by the contractor. In case the contractor so desires, and if available, the contractor may be provided with a suitable plot of land by KoPT for the purpose of fueling the different equipment deployed and operated under the provisions of the contract. The contractor in this regard, shall pay the prevailing scheduled rate of rent and also shall abide by all the terms and conditions of allotment including those to be stipulated by the statutory authorities.

1.51 The contractor shall stack the containers at the designated yards / storage areas – [4 high max in Container parking Yard (CPY) and 3 high max in other places as may be earmarked by KoPT] in a manner, so as, not to obstruct free movement / circulation of other operational equipment, trailers, trucks, rakes, etc. and other traffic.

1.52 KoPT will undertake scheduling of entry, berthing and sailing of vessels, pilotage, towage and other marine related services on which the contractor will have no say.

1.53 KoPT will not guarantee any minimum container throughput for handling by the contractor. However, for the benefit of the bidder, the past performance (last 5 years) of handling containers at Haldia Dock Complex is given at Appendix 1. In case the bidders want additional information on past performance of Haldia Dock

Complex, they may specifically request for the same in writing to Manager (Administration), Haldia Dock Complex, Jawahar Tower Annex Building, P.O.: Haldia Township, West Bengal – 721 607 (Fax : 03224 263152, Email : akdutta@kopt.in) prior to due date of submission of tender. The time needed for receipt of such details by the tenderer, shall not, in any way, be considered for amending the due date and time of submission of tender.

1.54 All charges for undertaking the different services / operations under the provisions of this contract with the help of the equipment and manpower of the contractor shall be recovered by KoPT directly from the port users concerned. The contractor shall be paid by KoPT according to the provisions detailed at Clause 8 of the tender document.

1.55 The relevant technical detail of Berths (Nos. 10 & 11) handling containers and Yards / Storage Area are given at Appendix 3.

1.56 (a) The contractor shall peacefully handover the RMQCs and the RTYGCs to KoPT at the expiry of the contract period in good condition; normal wear and tear excepted. At least 6 (six) months prior to the expiry of the contract by efflux of time, the Independent Agency shall carry out conditions survey of these equipments. If, as a result of such survey, the Independent Agency observes / notices that these equipments or any part thereof have / has not been operated and maintained in accordance with the requirements stipulated under this contract (normal wear and tear excepted) the contractor shall, at its cost and expenses, take all necessary steps to put the same in good working condition well before the date of expiry of the contract period. In the event the Contractor fails to comply with this provision, KoPT may itself remove any defect or deficiency at its cost. The Contractor shall promptly reimburse the costs incurred by KoPT in removing the defects & deficiencies to put the RMQCs & RTYGCs in good working condition, normal wear & tear excepted. In case the Contractor does not reimburse the amount, KoPT may recover the same by invoking the Asset Management guarantee or from any other instrument or amount payable to the contractor.

(b) In case of early determination / termination of the contract, KoPT shall carry out the condition survey with the help of the Independent Agency. The same procedure as at 1.56 (a) above will be followed for removing the defects & deficiencies in the RMQCs & RTYGCs to put those in good working condition, normal wear and tear excepted.

2. ELIGIBILITY CRITERIA:

2.1.1 Intending tenderer(s), either as a Single Entity or as Consortium, is eligible to participate in the tender. The term 'Tenderer' used in this document would apply to either a Single Entity or a group of entities, i.e. a Consortium. Further, the Tenderer may be a natural person, private entity, government owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in this tender document.

2.1.2 (a) The Tenderer shall not have a conflict of interest that affects the Tendering Process. Any Tenderer found to have a **Conflict of Interest** shall be disqualified. A Tenderer shall be deemed to have a **Conflict of Interest** affecting the Tendering Process, if:

(i) The Tenderer, its Member or Associate (or any constituent thereof) and any other Tenderer, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Tenderer, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Tenderer, its Member or Associate, as the case may be) in the other Tenderer, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956, or any of its subsequent amendment. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

(aa) Where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

(bb) Subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis ; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; **OR**

(ii) A constituent of such Tenderer is also a constituent of another Tenderer;

OR

(iii) Such Tenderer, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Tenderer, or any Associate thereof or has provided any such subsidy, grant,

concessional loan or subordinated debt to any other Tenderer, its Member or any Associate thereof; **OR**

(iv) Such Tenderer has the same legal representative for purposes of this Tender as any other Tenderer; OR

(v) Such Tenderer, or any Associate thereof has a relationship with another Tenderer, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Tender of either or each other.

2.1.2 (b) A Tenderer shall be liable for disqualification if any legal, financial or technical adviser of KoPT in relation to the Tender is engaged by the Tenderer, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Tender. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Tenderer, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this Tender. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the contract.

Explanation: In case a Tenderer is a Consortium, then the term Tenderer, as used above, shall include each Member of such Consortium.

Note:

Notwithstanding anything to the contrary contained in this tender document, in the event of any member of any Consortium suffering from a Conflict of Interest, the offer of such consortium shall be treated as disqualified. However, in the event of similar situation arising / detected after placement of LoI, the same shall have to be addressed and resolved by the Consortium, failing which the contract, if entered into, shall be terminated.

In this regard, it must be borne in mind that suppression of such Conflict of Interest, if detected later, shall not absolve the Consortium of its responsibility and appropriate action shall be initiated in terms of the provision of the tender.

2.2 The Tenderer(s) shall have valid documents as listed in various clauses of this tender document including those given at Clause 4.13 and submit the same in the manner provided under Clause 4.13 of this tender document.

2.3.1: Technical Capability - Essential Container Handling Experience

The tenderer (whether a single entity or a consortium) must have experience of managing, operating and maintaining full-fledged container terminal(s) in a sea / riverine port(s), where it has provided all container handling services to the users at

the Quayside, CPY etc using Quay Cranes, Yard Cranes and other support equipment and achieved the following in such full fledged container terminal(s):-

a) Achieved ship face handling of at least 0.092 million TEU per annum in any of the last 7 years ending on 31.3.2014 in case of having experience of managing, operating and maintaining one full fledged container terminal in a sea / riverine port.

Or

b) Achieved ship face handling of at least 0.0575 million TEU per annum per terminal in any of the last 7 years ending on 31.3.2014 in case of having experience of managing , operating and maintaining two full fledged container terminal(s) in a sea / riverine port(s).

Or

c) Achieved ship face handling of at least 0.046 million TEU per annum per terminal in any of the last 7 years ending on 31.3.2014 in case of having experience of managing, operating and maintaining three full fledged container terminal(s) in a sea / riverine port(s).

The details of technical capability of the tenderer shall be submitted as per Appendix 20.

2.3.2 - Financial Capability

Average Annual Financial Turnover during last 3 years, ending on 31.12.2013 / 31.03.2014 should be at least 4.82 crores.

2.4 Assessment of eligibility:

2.4.1 The Technical Capability of a Single Entity will be calculated by the arithmetic sum of terminal wise experience of handling container during the last 3 years ending on March 31, 2012 based on the evidences to be produced as per clause-4.1.3(II)(e)(xi) of the tender document.

2.4.2 In case of a Consortium, the combined Technical and Financial Capability of those members who have and shall have an equity share of at least 26% (twenty six per cent) each in the Special Purpose Vehicle (or SPV) as explained in this tender document, should satisfy the above conditions of eligibility, provided that each such member shall, for a period of 2 (two) years from the date of commercial operation of the contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPV.

2.4.3 The entity claiming the capability should have held, in the company owning the eligibility, a minimum of 26% equity during the entire period for which the eligible experience is being claimed.

2.4.4 Experience of any activity relating to an eligible activity shall not be claimed by more than one member of a consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.

2.4.5 The Tenderer shall submit a Power of Attorney as per format given at Appendix 17, authorizing the signatory of the Tenderer to submit the tender.

2.5.6 Where the 'Successful Tenderer' is a 'Consortium', it shall be required to form an appropriate 'Special Purpose Vehicle' or SPV, incorporated under the Indian Companies Act 1956, to execute the Contract Agreement and execute the contract. It shall, in addition to forming the SPV, comply with the following additional requirements:

(a) Members of the Consortium shall nominate one member as the 'Lead Member' who shall have an equity share holding of at least 26% of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix 18, signed by all the other members of the Consortium;

(b) The Tender shall contain the information required for each member of the Consortium as per Appendix 16.

(c) The Tenderer shall include a brief description of the roles and responsibilities of individual members of the consortium, particularly with reference to technical and financial obligations, as per Appendices 20 & 21.

(d) An individual (single entity) Tenderer participating in the instant tender shall not be a member of any other Consortium participating in the instant tender; further, a member of a particular Consortium shall neither submit any tender individually nor shall be a member of any other Consortium participating in the instant tender;

(e) Members of the Consortium shall enter into a binding Joint Bidding Agreement (JBA) (substantiated in the form specified at Appendix 19), for the purpose of submitting Tender. The JBA, to be submitted along with the Tender, shall, inter alia:

(i) Convey the intent to form an SPV with shareholding / ownership equity commitment(s) in accordance with this tender, which would enter into the Contract Agreement and subsequently perform all the obligations of KoPT in terms of the said agreement, in case the Contract is awarded to the Consortium;

(ii) Clearly outline the proposed roles and responsibilities, if any, of each member;

(iii) Commit the minimum equity stake to be held by each member;

(iv) Commit that each of the members, whose experience will be evaluated for the purposes of this Tender, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 2 (two) years from the date of commencement of container handling operation under the contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV;

(v) Members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the completion of two years from the date of commencement of the contract and

(vi) Include a statement to the effect that all members of the Consortium shall be liable and responsible jointly and severally for all obligations of KoPT in relation to the contract throughout the contract period.

(f) Except as provided under the Tender Document, including its Addendum, if any, there shall not be any amendment to the said JBA without the prior written consent of KoPT.

2.4.7 The Single Entity participating in the tender or all the members of the Consortium participating in the tender must not have been debarred by the Central / State Government or any Entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind. An undertaking in this regard shall be given by the Tenderer in the Covering Letter as per Appendix 15.

2.4.8 A Tenderer including any Consortium Member or Associate shall, in the last 3 (three) years ending on the day preceding to the day of issue of the tender, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Tenderer, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Tenderer, Consortium Member or Associate as per Appendix 15.

2.4.9 In computing the Technical Capability and Financial Capacity of the Tenderer / Consortium Members under Clause 2.3 & 2.4, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.

Note:

For purposes of this Tender, 'Associate' means, in relation to the Tenderer/Consortium Member, a person who controls, is controlled by, or is under the common control with such Tenderer/Consortium Member. As used in this definition, the expression 'control' means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

2.5 Change in composition of the Consortium

2.5.1 Change in the composition of a Consortium shall not be permitted by KoPT either during the 'Techno-commercial Evaluation Stage' [i.e., from the 'date of issuance of Tender.' up to the 'date of notification of the techno-commercially valid tenders'] or during the 'Price-Evaluation Stage' [i.e., from the 'date of notification of the techno-commercially valid tenders' up to the 'date of placement of Letter of Intent (LoI)]. The same may be permitted only after placement of LoI where:

(a) The reason for such change with proof, if applicable, shall be submitted along with the application. Request for change without any valid reason will not be entertained by KoPT.

(b) The Lead Member continues to be the Lead Member of the Consortium;

(c) (i) In case of substitution, the substitute is at least equal, in terms of Technical & Financial Capability, to the Consortium Member who is sought to be substituted. In this regard, documents shall have to be furnished to establish that the proposed member is in possession of experience and having financial health at least equal to that of the substituted member during the period as stipulated in the pre-qualification criteria of the tender.

(ii) In case of removal of any member without substitution, the remaining member(s) shall fulfill the pre-qualification criteria of the tender.

(iii) In case of induction of any additional member(s), documents shall have to be furnished to establish experience and financial health of the proposed additional member.

(d) The new Member(s) expressly adopt(s) the Tender already made on behalf of the Consortium as if it/they were a party to it originally, and is/are neither a Tenderer/Member/Associate of any other Consortium participating in this tender nor a single entity having participated in this tender.

2.5.2 Approval for change in the composition of a Consortium shall be at the sole discretion of KoPT and must be approved by KoPT in writing.

2.6 KoPT reserves the right to reject any tender if:

(a) At any time, a material misrepresentation is made or uncovered, **OR**

(b) The Tenderer does not provide, within the time specified by KoPT, the supplemental information sought by KoPT for evaluation of the Tenderer.

Note: If the Tenderer is a Consortium, then the entire Consortium may be disqualified / rejected. If such disqualification / rejection occurs after the tenders have been opened and the Lowest Tenderer gets disqualified / rejected, then the Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of KoPT, including annulment of the Tendering Process.

2.7 If any Tenderer, after downloading the tender document, makes any modification / alteration in the Tender Document, the tender submitted by the said Tenderer will be rejected outright.

3. GENERAL INFORMATION FOR THE TENDERER

3.1 Inspection of site and dock area

The Tenderer shall be deemed to have inspected the project site and dock area including the available facilities and conditions prevailing thereon in deciding the technical and other parameters of the equipments, manpower etc. to be supplied / provided by them prior to submitting their tender.

No cost incurred by the Tenderer in preparing their tender or attending inspection of the site will be reimbursed by KoPT.

An inspection of the site and dock area will be arranged at 1400 hours of May 29, 2014 after the Pre-Bid Conference. Interested Tenderer may participate in the site inspection, if they so desire.

3.2 Pre-Bid Conference:

(a) A pre-bid conference will be held at 1100 hours of May 29, 2014 at Jawahar Tower Conference Room; Haldia Dock Complex (HDC); Haldia Township; Purba Medinipur; PIN – 721607.

(b) The intending Tenderer are advised to formulate their queries relating to all aspects mentioned in this tender document as well as seek other clarifications/details required by them from KoPT and forward the same in writing by May 22, 2014 to the Manager(Administration); HDC [akdutta@kopt.in] so that the same may be discussed / clarified in the pre-bid conference.

(c) During the pre-bid conference, the queries received in advance would be clarified first, followed by those raised during the conference.

(d) KoPT will furnish its response to all such queries including the description of the queries (without identifying the sources raising such queries) in the official website of KoPT including modifications / amendments, if any, to the terms and conditions of the original tender, scope of the project etc. which the intending tenderer are to note for submitting their tender. The amendments / modifications / clarifications shall be hosted in the form of an “Addendum” which shall become in integral part of the tender document for all purposes and shall be binding on the tenderer. The content of the Addendum shall be accepted and submitted by all tenderer along with their techno commercial bids.

(e) Attending the pre bid conference will be helpful for the intending tenderer but is not mandatory.

(f) The intending tenderer are advised to inform HDC, KoPT in advance about their intention to attend the pre-bid meeting in writing. A maximum of two representatives of each intending tenderer will be allowed to participate on production of authority letter from the tenderer.

3.3 Tender Fee:

The complete Tender Document shall remain published at the websites of Haldia Dock Complex [http://www.haldiadock.gov.in] & Kolkata Port Trust [http://www.kolkataporttrust.gov.in]. Interested Tenderer shall have to download the tender document from the said website(s) only & participate in the tender. The tender / offer of the Tenderer should be accompanied with a Demand Draft / Pay Order / Banker's Cheque of INR 25000/- (INR Twenty five thousand only) in favour of "Haldia Dock Complex, Kolkata Port Trust" payable at Haldia towards non-refundable Tender Fee in the First Sealed Cover.

3.4 Earnest Money:

(a) The Tenderer shall submit Earnest Money for an amount of INR 32 Lakhs through Demand Draft/Pay order/Bankers' Cheque drawn in favour of Haldia Dock Complex; Kolkata Port Trust payable at Haldia in the First Sealed Cover.

(b) Tenders submitted without Tender Fee and Earnest Money shall be rejected outright without any reference to the Tenderer whatsoever.

(c) The amount of Earnest Money will be refunded (subject to provisions of forfeiture of Earnest Money deposit, as indicated in this tender document) to the unsuccessful Tenderer without interest after the selection of Successful Tenderer. In the case of Successful Tenderer, this amount may be adjusted against the Performance Guarantee or refunded without interest after submission and acceptance of the Performance Guarantee.

3.5 Forfeiture of Earnest Money:

The Earnest Money shall be forfeited if the Tenderer withdraws or substitutes his offer before expiration of the validity period as stipulated in the Tender. The Earnest Money will also be forfeited as per the other provisions, specifically mentioned in this Tender Document.

3.6 Due date and Time for Submission and Opening of Tender:

(i) The tender should be submitted only by hand at the office of the Manager(Administration); HDC at Jawahar Tower; Haldia Township; Haldia; Purba Medinipur; Pin – 721 607, not later than 1400 hours of June 20, 2014, after which time and date, no tender shall be accepted.

(ii) KoPT may, at its sole discretion, extend the Submission / Opening due date(s) by issuing a 'Notice / Extension Notice' in KoPT's website with due notification in the press.

(iii) The sealed cover of 'Tender Fee and Earnest Money' (First Sealed Cover) and 'Techno-Commercial Part' (Second Sealed Cover) of the tender shall be opened at 1430 hours of June 20, 2014 at the at the office of the Manager(Administration); HDC at Jawahar Tower; Haldia Township; Haldia; Purba Medinipur; Pin – 721 607. The Tenderer or his authorized representative may witness the opening of the techno-commercial part of the tender, if they so desire.

Note : If the above mentioned due date and time for submission and opening of the tender becomes a holiday, then the "Tender fee & Earnest Money" and "Techno Commercial " part of the tender will be opened on the next working day.

(iv) The 'Price Part' (Third Sealed Cover) of only techno-commercially qualified tenderer, will be opened on a subsequent date, for which date & time will be intimated separately to the tenderer concerned only.

3.7 Substitution, withdrawal of Tender:

The Tenderer may substitute or withdraw its tender after submission, provided that written notice of the substitution or withdrawal is received by KoPT before the due date and time of submission of the tender or any extension thereof. No tender shall be substituted or withdrawn by the tenderer after the due date and time of submission of tender or any extension thereof. If the tenderer substitutes or withdraws its Bid during the interval between the specified date and time of submission of tender or any extension thereof and expiration of the validity period of the tender including extension thereof, the Earnest Money deposited would be forfeited.

The following may be noted in case of substituted tender:-

a) It shall contain the cost of Tender Fee and Earnest Money irrespective of whether the same were deposited with the earlier tender.

b) The original tender shall be returned to the tenderer concerned without opening the same.

3.8 <u>Amendment of Tender Document</u>:

(i) At any time prior to the due date for submission of tender, KoPT may, for any reason, whether at its own initiative or in response to queries/clarifications raised by the Tenderer(s) during pre-bid conference or otherwise, modify the Tender Document by the issuance of 'Addendum' in the official websites of HDC & KoPT with due notification in the press.

(ii) In order to afford prospective Tenderer(s) a reasonable time in which to take an 'Addendum' into account, or for any other reason, KoPT may, at its discretion, extend the 'Due Date of Submission' through appropriate notification in the official websites of KoPT as well as through press notification.

3.9 Validity of offer:

The offer submitted shall remain valid for KoPT's acceptance for a period of 180 days from the actual date of opening of Techno-Commercial Part of the tender.

3.10 Extension of validity of offer:

Prior to expiry of the tender validity period, KoPT may request the Tenderer to extend the validity period for a specified additional period.

4. GENERAL INSTRUCTIONS TO THE TENDERER

4.1 Preparation and Submission Procedure of Tender:

4.1.1 In case of a Consortium, the tender shall be submitted in the name of the Lead Member of the Consortium.

4.1.2 Language: The tender and all related correspondences and documents shall be written in English Language.

4.1.3 The tender completed in all respects with all pages of the Tender Documents including the Addendum if any, duly signed by the Tenderer as a token of acceptance to all the conditions therein along with all required Appendices of the Tender Document properly filled in and signed with seal shall be submitted in triplicate in three parts separately in THREE SEALED COVERS as follows:

(I) FIRST SEALED COVER duly superscripted as 'Tender Fee & Earnest Money' as well as Name of Tenderer, Tender No. and Tender subject should contain:

a) Original Demand Draft/Banker's Cheque/Pay Order in connection with Earnest Money Deposit (EMD)'

b) Original Demand Draft/Banker's Cheque/Pay Order towards 'Tender Fee'.

(II) SECOND SEALED COVER duly superscripted as `Techno- Commercial Part' as well as Name of Tenderer, Tender No. and Tender subject should contain:

(a) One copy of the 'Tender Document' including 'Addenda', if any, along with the unfilled page(s) of the 'Schedule of Rates' (suitably scored out) with all the pages duly signed with official seal as a token of 'confirmation of having received, read and understood the content of all the pages and acceptance of the tenderer thereof'.

(b) Power of Attorney duly filled in and signed as per Appendix 17 and Appendix 18 (in case of Consortium only),

(c) Profile of the Tenderer (or of each member in case of a Consortium) as per format at Appendix 16, duly filled in & signed,

(d) Audited Annual Accounts for the last three completed financial years, supported by a Certificate from a Chartered Accountant, to show the Average Annual Financial Turnover (as per Appendix 21). The provisions of clause 2.4.4 may be noted in this regard.

(e) Other required certificates & documents as indicated below [duly signed]:

(i) Certified Copy of valid document of up-to-date payment of Professional Tax for Tenderer for his employees (for each member in case of a Consortium)

(ii) Certified Copy of PAN (for each member in case of a Consortium) & TAN (for each member in case of a Consortium)

(iii) Certified copy of 'Provident Fund Registration Certificate' (for each member in case of a Consortium) OR an Affidavit (by lead member in case of a Consortium) affirmed before a First Class Judicial Magistrate as per the Format given in Appendix 23 (in case the Tenderer is not covered under Provident Fund Act or exempted from it)

(iv) Certified copy of valid Service Tax Registration No. / Code No. (for each member in case of a Consortium)

(v) Certified copy of Certificate of Incorporation, Memorandum & Article of Association of the Tenderer. In case of consortium, such should be submitted for all Consortium members, as applicable

(vi) Copies of the audited Annual Accounts for the last three financial years (for each member in case of a Consortium). The provisions of Clause 2.4.4 may be noted in this regard.

(vii) Certified copy of 'Employees State Insurance (ESI) Registration Certificate' (for each member in case of a Consortium) **OR** an Affidavit affirmed (by lead member in case of a Consortium) before a First Class Judicial Magistrate as per the Format given in Appendix 24 (in case the Tenderer is not covered under ESI Act or exempted from it).

(viii) Documentary evidence that the Tenderer has an office in Kolkata for effective co-ordination with KoPT or otherwise at least a declaration to set up the same in the event of the LoI being issued in favour of the Tenderer

(ix) Power of Attorney duly filled in and signed as per Appendix 17 and Appendix 18 (in case of Consortium only)

(x) Profile of the tenderer, (of each member in case of a Consortium) as per format at Appendix 16, duly filled in & signed.

(xi) Details of the eligible container handling experience during a period of last 7 years ending on 31.03.2014 as per Appendix 20 supported by a certificate issued by a Chartered Accountant / Certified Public Accountant along with letters / certificates from the Agencies / Authorities concerned where such experience had been gathered (strictly in a marine port terminal) during the period under consideration.

(xii) Average Annual Financial Turnover for the last three completed financial years based on audited Annual Accounts (as per Appendix 21) supported by a Certificate from a Chartered Accountant / Certified Public Accountant. The provisions of Clause 2.4.4 may be noted in this regard.

(xiii) Joint Bidding Agreement (JBA) in case of Consortium as per format given at Appendix 19.

(xiv) Form of Tender as per format given at Appendix 22.

(xv) Other document(s), which is/are required as per this tender and/or the Tenderer desires to submit (duly signed with seal).

NOTE:

(a) The Successful Tenderer, if not covered under ESI Act, shall, additionally, indemnify KoPT against all damages and accidents of his labourer, on a Non-judicial Stamp Paper as per the Format given in Appendix 25.

(b) The Tenderer shall be bound to produce the original of the documents for which photocopies would be submitted, if demanded by KoPT, at the time of opening of the techno-commercial part of the tender or at any subsequent stage.

(III) **THIRD SEALED COVER** duly superscripted as '**Price Part**' as well as Name of Tenderer, Tender No. and Tender subject shall contain the 'Schedule of Rates' of the Tender Document duly filled in & signed. It should be noted that the sealed envelope containing `Price Part' shall contain only price and no conditions whatsoever. Any condition imposed in `Price Part' shall make the tender liable for outright rejection.

OUTER SEALED COVER :- All the above 3 (three) sealed covers together with a Covering Letter as per format given at Appendix 15 shall be again enclosed in an outer cover and sealed, which should be superscripted with Name of Tenderer, Tender No. and Tender subject. In other words, the outermost cover shall contain three separate sealed covers i.e., (i) Tender Fee & Earnest Money (ii) Techno-Commercial Part (iii) Price Part and the Covering Letter.

Mere submission of tender will not mean that the particular offer will be automatically considered qualified and the said tender will be entertained. Such qualification will be examined at the time of evaluation of offers.

The substitution of offer shall also be prepared, sealed, marked, and delivered in accordance with Clause 4.1.3 of the Tender Document with all the covers being additionally marked "SUBSTITUTION". In the event of "SUBSTITUTION", only the substituted tender would be considered & the tender earlier submitted would not be considered.

4.2 Covering letter:

The intending Tenderer shall submit its tender with a covering letter strictly as per format given at Appendix 15. Any deviation in the content of the covering letter as compared to Appendix 15 shall make the offer liable for rejection.

NOTE:

All correspondences / documents constituting the tender shall be submitted in triplicate.

4.3 KoPT's right to accept any offer or to reject any or all offer(s)

(a) Notwithstanding anything contained in this Tender Document, KoPT reserves the right to accept or reject any offer and to annul the tendering process and reject all offers at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reason thereof.

(b) KoPT reserves the right to reject/disqualify an offer, in case KoPT is satisfied that any bribe, commission, gift or advantage has been promised, offered or given by the Tenderer itself or on behalf of the Tenderer to any officer, employees or representative of the Trustees or to any person on his or their behalf to secure the tender or to influence the process of examination, evaluation etc. of the tender.

(c) KoPT also reserves the right to reject / disqualify an offer if it is satisfied that the Tenderer or his representative has made false and misleading statement and / or have tried to influence KoPT in the process of examination, evaluation etc. of the tender.

4.4 Integrity Pact

(a) The Tenderer shall have to submit the duly filled-in, signed and stamped (on each page) Integrity Pact in plain paper enclosed as Appendix 29 along with the techno- commercial bid of their offer, failing which their offer will not be considered any further.

(b) Names of the Independent External Monitors (IEM) for this tender will be provided, if necessary, after the pre-bid meeting.

5. TENDER EVALUATION CRITERIA

5.1 Tests of Responsiveness:

Prior to evaluation of Techno Commercial Part of the tender, KoPT will determine whether each offer is responsive to the requirements of the Tender Document. An offer shall be considered responsive if the tender -

(i) is received by the due date and time including extension thereof, if any,

(ii) is signed, sealed and marked as stipulated in this Tender Document,

(iii) is accompanied by the required covering letter,

(iv) is accompanied by the required Power of Attorney(s),

(v) contains all the pages of the Tender Document including the Addendum, if any, duly signed as stipulated in this Tender Document,

(vi) contains all the documents, information, certificates etc as requested in this Tender Document,

(vii) contains information / details in Formats as specified in this Tender Document,

(viii) is accompanied by certificates of Chartered Accountant / Certified Public Accountant and Port Terminal(s) regarding technical and financial capability as applicable.

(ix) is accompanied by Joint Bidding Agreement as per format given at Appendix 19 (in case of Consortium).

(x) does not show inconsistencies between the details submitted in the tender and the supporting documents,

(xi) has not proposed any deviation in the tender as compared to the terms & conditions, scope of work etc. as detailed in the Tender Document together with subsequent amendment(s) / modifications(s) thereof made through issuance of Addenda.

(xii) does not have any other inconsistency(ies) in the tender submitted by the Tenderer.

5.2 Clarifications:

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

5.3 Confidentiality:

Information required by KoPT from the Tenderer(s) for the purpose of examination, evaluation etc. of offer will be kept confidential by KoPT and any such information will not be divulged, unless it is ordered to do so by any authority that has power under the law to require its release.

5.4 Evaluation of TECHNO -COMMERCIAL OFFER:

The techno commercial offers of the Tenderers found responsive as per Clause 5.1 above will then be evaluated as per eligibility criteria as detailed in this tender document.

Note:

(i) KoPT reserves the right to get the financial capability of the Tenderer verified from the Annual Accounts of the Tenderers (to be submitted along with Techno-Commercial Part) and in case some discrepancy is found, the details as will be ascertained by KoPT, shall prevail for evaluation purpose.

(ii) KoPT, by its own means, may also separately ascertain cargo handling experience of the Tenderer from the Marine Port Terminals/Agencies/Authorities concerned where the Tenderer have acquired the eligible experience. In case, any discrepancy is found, the details as will be ascertained by KoPT shall prevail for evaluation purpose.

(iii) Mere submission of offer shall not mean that it will be automatically considered qualified and entertained. Such qualification will be done at the time of evaluation of offers as detailed above.

5.5 Evaluation of PRICE BID:

(1) The tenderer is to submit the Price Bid as per format (Schedule of Rates) given at Appendix 30 of the Tender Document.

(2) The price offer (quoted rate) shall include all charges (excluding the Service Tax and Education Cess).

(3) Service Tax and Education Cess, as applicable, will be paid extra at actual and must not be included in the quoted rate. For this, the Contractor has to submit Service Tax Registration No. / Code no. and other relevant document (as may be asked by KoPT).

(4) The Price Bid of the techno commercially qualified tenderers would only be opened.

(5) The techno commercially qualified tenderer who will quote the lowest rate in his price bid will be considered as the successful tenderer to whom the contract will be awarded.

(6) If the lowest rate is quoted by more than one tenderer, the tenderers concerned offering the lowest rate will be required to submit rebate on such rate within 3 days from the date of opening of Price Bid, in sealed cover to ascertain the successful tenderer.

(7) In case of discrepancy in the rates quoted in figures and words, the rates quoted in words will prevail upon the rates quoted in figures. Also, incomplete / distorted filling up of this page may render the offer liable for cancellation.

Note:

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

6. GENERAL CONDITIONS OF CONTRACT

6.1 'General Conditions of Contract, Forms and Agreements' as sanctioned by the Trustees for the Port of Kolkata under Resolution no. 92 of the 6th meeting held on 27th May, 1993 are given separately in Appendix 14 of the tender document.

6.2 Only those clauses, Forms / Formats of Appendix 14, which are not covered elsewhere in this Tender Document, shall be applicable.

6.3 Also, for the sake of interpretation of the contents of the Appendices, the terms contained in the main tender document (other than Appendices) including the 'General Conditions of Contract, Forms and Agreements' shall prevail.

7. SPECIAL CONDITIONS OF CONTRACT

7.1 Acceptance of Letter of Intent (LoI):

(a) After finalization of the tender, KoPT shall place LoI (Letter of Intent) to the Successful Tenderer. The Successful Tenderer, on receipt of the same, shall communicate acceptance to the same within a period of 7 days from the date of issuance of LoI, failing which the LoI will become liable for cancellation with forfeiture of Earnest Money.

(b) The LoI and its acceptance by the Successful Tenderer will be construed as an Agreement between KoPT and the Successful Tenderer for fulfilling the scope of work and obligation of the contract by the Successful Tenderer till such time agreement is signed as per Clause – 7.2 (d) of the tender document .

7.2 Conditions precedent for commencement of contract:

(a) Formation of a Joint Venture Company (a Special Purpose Vehicle):

In case the successful tenderer is a consortium, then upon receipt of Letter of Intent (LoI), it shall promptly form the Joint Venture Company to comply with the scope of work and other obligations detailed in the tender document, Addendum and all other associated documents forming the part of the contract and submit the copies of Certificate of Incorporation, Memorandum & Article of Association etc. to KoPT within a period of 45 days from the date of issuance of LoI.

Failure to constitute the Joint Venture Company (as SPV) within the time stipulated in the tender document shall also be considered as one of the grounds for forfeiture of the Earnest Money Deposit.

(b) Performance Guarantee:

(i) The Contractor (the JVC / SPV in case of a consortium), after receipt of the Letter of Intent, shall deposit a sum equivalent to INR 2 Crore (INR Two Crore only) within a period of 60 days from the date of issuance of LoI. The above Performance Guarantee will be required to be deposited in Demand Draft / Banker's Cheque only drawn in favour of 'Haldia Dock Complex, Kolkata Port Trust' payable at Kolkata.

(ii) Alternatively, the Contractor may submit Performance Guarantee in the form of an 'irrevocable – encashable at call' Bank Guarantee on a Non-judicial Stamp paper of at least INR. 60/- issued by any Scheduled Bank in India within 60 days from the date of issuance of LoI as per format enclosed as Appendix 26. The Bank Guarantee must remain valid at least for a period of one year with an additional claim period of 6 months thereafter. The said Bank Guarantee shall have to be revalidated before expiry of the validity period for at least

one more year with same claim period of 6 months and continued like this till the end of the contract.

(iii) In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court.

(iv) For non-fulfillment of any contractual obligations by the Contractor, the Trustees shall be at liberty to forfeit the above Performance Guarantee or raise claim against the said Performance Guarantee and/or enforce the same unilaterally.

(v) The cost of executing the Performance Guarantee and extension / revalidation of the same, if any, shall have to be borne by the Contractor. Failure in submission of Performance Guarantee as stated above may render the contract / LoI liable for cancellation and Earnest Money liable for forfeiture. No payment, even if otherwise admissible under the contract, shall be released until and unless the Performance Guarantee is deposited by the successful tenderer / contractor.

(c) **Asset Management Guarantee**

(i) The Contractor (the JVC / SPV in case of a consortium) after receipt of the Letter of Intent, shall deposit a sum equivalent to INR 10 Crores (Rupees Ten Crores only) within a period of 60 days from the date of issuance of LoI in the form of an 'irrevocable – encashable at call' Bank Guarantee on a Non-judicial Stamp paper of at least INR. 60/- issued by any Scheduled Bank in India within 60 days from the date of issuance of LoI. This shall be as per format to be provided to the successful tenderer. The Bank Guarantee must remain valid at least for a period of two years with an additional claim period of 6 months thereafter. The said Asset Management Guarantee shall have to be revalidated before expiry of the validity period for the next period with same claim period of 6 months and continued like this till the end of the contract.

(ii) In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court.

(iii) For non-fulfillment of any contractual obligations by the Contractor as per provision of Clause 1.10, the Trustees shall be at liberty to forfeit the above Asset Management Guarantee or raise claim against the said Performance Guarantee and/or enforce the same unilaterally.

(iv) The cost of executing the Asset Management Guarantee and extension/revalidation of the same, if any, shall have to be borne by the Contractor. Failure in submission of Asset Management Guarantee as stated above may render the contract / LoI liable for cancellation and Earnest Money liable for forfeiture. No payment, even if otherwise admissible under the

contract, shall be released until and unless the Asset Management Guarantee is deposited by the successful tenderer / contractor.

(d) **Agreement**

(i) An agreement shall have to be executed on a Non-judicial Stamp paper of at least INR 60/- as per format enclosed as Appendix 27 by the Joint Venture Company (so formed by the successful tenderer as an SPV) at his / their expense within 90 days from the date of issuance of 'Letter of Intent'. All correspondence between the Successful Tenderer (who finally formed the Joint Venture Company as an SPV) and KoPT and all documents submitted by both the parties from the date of opening of the tender till the submission of the Performance Guarantee as well as the Memorandum and Articles of Association of the SPV accepted by KoPT, Certificate of Incorporation of the SPV etc. shall form part of the contract agreement.

(e) **Handing over – taking over of RMQCs, RTYGCs and "OTHER RELATED ACCESSORIES" of KoPT**

(i) The Contractor shall take charge of the Port-owned RMQCs and RTYGCs after observing handing over – taking over formalities in respect of the RMQCs and RTYGCs of KoPT along with "OTHER RELATED ACCESSORIES" and

(ii) The contractor shall complete deployment of all necessary manpower and "OTHER NECESSARY EQUIPMENT".

(f) **At least a week prior to the events mentioned at (e) (i) above, the contractor shall procure and take charge of all the spares as per clause 1.5 of the Scope of Work.**

7.3 Commencement of Contract

(a) The contract shall commence from the date of issuance of LOI.

(b) Operation may commence within 150 days from the date of issuance of LoI subject to 7.3(c) below. In any case, operation must commence from the 151st day from the date of issuance of LOI.

(c) During this period of 150 days, the contractor shall have to comply with all the conditions precedent for commencement of contract as mentioned at Clause 7.2 above. The stipulated deadlines mentioned from 7.2(a) to 7.2(e) above would have to be strictly adhered to unless otherwise extended by HDC, KoPT.

7.4 Compensation for delayed commencement

If the commencement of operation is delayed beyond the aforesaid schedule of 150 days mentioned under Clause 7.2 above, the contractor shall pay to HDC; KoPT compensation as follows:-

(a) In case of delay for the first 90 days :

(i) (115000 / 365) x 10% Agreed rate under the contract per day for the first 30 days.

(ii) (115000/ 365) x 20% Agreed rate under the contract per day from 31st – 60th day

(ii) (115000/ 365) x 25% Agreed rate under the contract per day from 61st – 90th day

(b) In case the delay exceeds 90 days, KoPT shall be at liberty to proceed for cancellation of the LoI or termination of the contract, as the case may be and Performance Guarantee may be forfeited.

7.5 Period of Contract:

The contract shall be for a period of 10 years to be reckoned from the date of commencement of contract.

7.6 Time of Operation:

All the activities under the scope of work of the contract shall have to be undertaken by the Contractor as per the provisions of the contract round the clock on all the days in a year.

7.7 Minimum Level of Performance (MLP)

The contractor shall have to ensure achievement of the shipface MLP stipulated herein below.

Shipface MLP:

(i) The Minimum Level of Productivity (MLP) at the shipface will be average 20 no. of moves per hour per crane for which the term 'move' is defined below.

(ii) One 'Move' means a vertical operation involving a loaded container (20 feet or above) from ship / barge-to-shore or vice versa by the use of RMQCs under the provisions of the contract. The types of operation not covered by this definition but likely to be required to be done are treated as equivalent moves with fixed factors as

per following list for the sake of determining the performance/productivity level achieved for such operations accordingly.

(iii) Total equivalent moves would be ascertained using the fixed factors given in the table below:

Moves Equivalent vis-à-vis Loaded Containers

Type	Fixed factor
Loaded container (20 ft. or above)	1.00
Empty container (20 ft. or above)	0.80
Over-dimensional loaded container	1.25

(iv) Actual productivity = Total equivalent moves per vessel / Effective Working hrs of RMQC(s) – 0.75 hrs

[Note: - It is mandatory to assign at-least 1 Crane (RMQC) for the entire period of working of a vessel, unless specifically advised by KoPT for assigning both the Quay cranes (RMQCs) to a single vessel. If the crane (RMQC) assigned to a vessel has to be replaced by the other crane (RMQC) (if available), the scenario would be construed as operation by a single crane (RMQCs). Such replacement time would be attributable to the contractor.]

[Note : In the event the contractor is advised by KoPT to undertake operations with two Quay Cranes (RMQCs) by KoPT (subject to technical feasibility and during non-downtime periods), the shipface MLP will be for 2 Quay Cranes (RMQCs) even if he undertakes the operations with one Crane (RMQCs) due to non availability of the 2nd one.]

(v) Effective working hours for the 1st Crane means the difference between the FW (finished work) of 1st Crane and readiness of vessels excluding delays / detentions not attributable to the contractor and / or Force Majeure.

(vi) Effective working hours for the 2nd crane means the difference between the readiness of Crane / Vessel (whichever is latter) and FW (finished work) of 2nd Crane excluding delays / detentions not attributable to the contractor and / or Force Majeure.

(vii) Completion time of vessel would be counted upon finishing of lashing of all applicable Export containers on board or unloading of last Import container whichever is later.

(viii) Table of detention / loss of time not attributable to the contractor:

Sl.	Reasons of Delay not attributable to the contractor
1	Problem of ship to be certified by any official of Vessel
2	Listing of ship to be certified by any official of Vessel
3	Vessel's option to be certified by any official of Vessel
4	Lashing/delashing to be certified by any official of Vessel
5	Ship's Cell guide problem to be certified by any official of Vessel

6	Warping of vessels to be certified by any official of Vessel
7	Rain or fog affecting work, if so agreed/accepted by KoPT
8	Ballasting / de-ballasting of vessels.
9	Detention due to double banking of other vessels.
10	Export containers not ready
11	Opening/Closing of hatch-covers
12	On-board shifting
13	Shifting of RMQC at the instruction of koPT
14	Non-supply of electricity to RMQCs
15	Any other delay not attributable or beyond control of the contractor in any manner if so accepted by KoPT

Note:

(i) Benefit of non-attributable detention as above will be given only when the equipment under the provisions of the contract remain in commission to carry out the operations under the contract.

(ii) Detention less than ten minutes for each occasion as above will not be counted for the above purpose.

(ix) In addition, there may be stoppage of work due to Force Majeure Conditions as set out at Clause 7.16. In that event, the vessel operation time as would be lost due to such stoppage of work due to Force Majeure Conditions would be assessed by KoPT and the same would be deducted from the vessel operation time for the purpose of computation of Moves achieved.

(x) In case of failure to achieve the stipulated MLP for RMQCs, KoPT shall make payment at reduced rate in the manner detailed at Clause 7.8 of the tender document. Similarly, in case the contractor achieves more than the MLP, KoPT shall pay incentive to the contractor as detailed at Clause 7.8.

7.8 Availability of Equipment / Downtime allowed / penalty

a) The contractor shall have to ensure that the equipment to be deployed under the provisions of the contract is in commission for undertaking the operations as required under the contract. Non availability of RMQCs shall attract penalty in the manner detailed at item 7.7(c).

b) The contractor will be allowed a free period of 60 days from the date of commencement of contract during which the contractor would be required to undertake structural upgradation, painting and other necessary repairs, improvements etc. During this period he will have to keep at least 1 RMQC in operation. The penal / incentive provisions vis-à-vis MLP will not apply during this free period of 2 months from the date of commencement of contract.

c) A downtime of 15 days per RMQC will be allowed for the remaining 10 months in respect of the first 12 months period from the date of commencement of contract. Thereafter, a downtime of 15 days per RMQC for every 12 month period for the

instant contract would be allowed to the contractor, which the contractor can avail in one go or in parts for repairing and maintenance subject to the condition that only one RMQC will be taken up for repairing / maintenance within this allowable downtime of 15 days per RMQC in every 12 month period. In the normal situation, the contractor will give prior information of availing downtime for repairing, maintenance etc. so that KoPT in turn can inform the exporters/ importers of the same. In case the contractor does not utilize the total downtime of 15 days per RMQC per year/ per 12 month period, the unutilized downtime per RMQC will be carried over to the subsequent 12 month period subject to a maximum of 30 days per RMQC per 12 month period.

Note:

If the contractor undertakes repairing and maintenance of both the RMQCs at the same point of time within the total available downtime, he will be allowed to enjoy downtime for only one RMQC during such period of simultaneous maintenance / repairing. The 2nd RMQC will attract penalty as per provision of Clause 7.8(e). In such a case, the downtime of the 2nd RMQC will not be accounted for assessment of the annual downtime for the concerned 12 month period.

7.8 (c) (ii) In case the contractor requires downtime more than the allowable downtime for the year concerned for undertaking corrective actions as per clause-1.9 of the tender document, the same may be allowed by KoPT subject to specific recommendations of the Independent Agency.

In the event the contractor fails to undertake the corrective actions recommended by the Independent Agency compelling KoPT to carry out the recommended corrective actions as per clause-1.9 of the tender document, non availability of RMQC if any, during this period shall attract penalty as per clause-7.8(e) of the tender document.

d) In case the cumulative downtime of each RMQC goes beyond the maximum permissible downtime available to the contractor per 12 month period, penalty shall be imposed in the manner provided at as per provision of Clause 7.8 (e).

e) In case either or both the RMQCs remain not available for work beyond the maximum permissible downtime available to the contractor per 12 month period mentioned at clause- 7.8 (c) (i) and / or (ii), the contractor shall be required to pay penalty per RMQC on annual basis in the following manner:

Number of days of non availability of per RMQC	**Penalty**
Up to 3 days in a year	INR 50000/- per day
4 to 7 days in a year	INR 100000/- per day
8 to 15 days in a year	INR 125000/- per day
16 days and above in a year	INR 150000/- per day

In case of simultaneous non availability of both the RMQCs, the penalty shall be levied at twice the penal amount mentioned above. Non availability shall only be considered when vessel is at berth. When no vessel is berthed / available for work, the contractor will be free to carry out necessary repairing / maintenance work without utilizing the stipulated downtime hours per crane.

Note:

(i) In the event of non-availability of RMQCs, the contractor may be directed by KoPT to handle container from and upon the vessels by using Cranes/ Derricks of the vessels concerned by his own manpower, cost, expenses & arrangements subject to the condition that there will be no MLP for the contractor and that KoPT will pay the contractor at the rate of 50% of the charges applicable for ship to shore transfer of container as stipulated at Clause 8.

(ii) The contractor shall give details of shift wise availability of RMQCs every day to KoPT.

(iii) The non availability of RMQCs will be assessed on hourly basis during vessel operation and total hours of such non availability during a year will be aggregated for charging to penalty. In case of fraction of an hour, 0.5 hour or more will be considered as 1 hour and less than 0.5 hour will not be considered for computing the annual availability of the RMQCs.

7.8.1 Penal / Incentive rates.

Penalty –

For moves below Shipface MLP (20 moves per hr), the penal rates shall be computed on 60% of the contract rate as follows:

Actual output	**Applicable payments**
from 17 to 19 moves per hour	90 % of 60% of the contract rate
from 14 to 16 moves per hour	80 % of 60% of the contract rate
from 12 to 13 moves per hour	60 % of 60% of the contract rate
below 12 moves per hour	40 % of 60% of the contract rate

Notes –
(i) For 20 moves per hour (MLP), the contract rate will be payable.
(ii) Moves computed in decimal shall be rounded off to ceiling / floor value at 0.5 (e.g. 19.5 to 20.4 shall be construed as 20).

Incentive –

The incentive will be paid on the additional container moves handled in excess of 20 moves per hour.
The additional container moves on which the incentive will be paid will be calculated as follows:

STEP 1:
Additional Container Moves on which incentive will be paid (A) = Total number of equivalent moves for RMQC(s) (M) – {20 x [(effective working hours of RMQC1 + effective working hours of RMQC2) – 0.75 hrs]}

Now,
For a particular vessel, there may be a mix of different types of loaded and empty containers of various dimensions [refer clause-8.4(c)]. From the actual number of moves, total equivalent moves (say M) would be ascertained using the fixed factors given in clause-7.7(iii). First, the total payable amount for ship / barge to shore transfer only of different types of loaded and empty containers of various dimensions per vessel (without considering any incentive) would be calculated in terms of Clauses 8.4 (a) and 8.4 (c). Say the amount is Rs. P
Therefore, payable amount per equivalent move would be P/M, say Rs. X per move.

STEP 2:
If actual productivity per hr is above 25, then total incentive payable to the contractor per vessel would be A x X x 10% (case 1).
If actual productivity per hr is between 21 to 25, then total incentive payable to the contractor per vessel would be A x X x 5% (case 2).

Illustration

Case 1 :-
Say, 200 number 20 feet loaded + 200 number 40 feet loaded + 100 number 20 feet empty + 100 number over dimensional loaded containers have been handled in 11 hours 45 minutes through RMQC 1 and 9 hours through RMQC 2.

So, as per clause-7.7(iii)
M = (200 x 1.0) + (200 x 1.0) + (100 x 0.8) + (100 x 1.25) = 605.
And
A = 605 – (20 x 20) = 205

Actual Productivity =
605 / 20 =30.25 = 30 (R/Off)

Payable Incentive amount to the contractor
205 x X x 10%

Case 2 :-
Say, 150 number 20 feet loaded + 200 number 40 feet loaded + 100 number 20 feet empty + 20 number over dimensional loaded containers have been handled in 20 hours 45 minutes through RMQC 1.

So, as per clause-7.7(iii)
M = (150 x 1.0) + (200 x 1.0) + (100 x 0.8) + (20 x 1.25) = 455.
And
A = 455 – (20 x 20) = 55

Actual Productivity =
455 / 20 =22.75 = 23 (R/Off)

Payable Incentive amount to the contractor
55 x X x 5%

7.9 Event of Default:

a) In case the delay in commencement of work exceeds 150 days from the last date of schedule, as given at Clause 7.2 above.

b) If the contractor fails to perform or discharge any of its obligation under the provisions of the contract.

c) The representation made, or documents / certificates submitted or warrantees given by the successful tenderer (who subsequently became the contractor) / contractor during the tendering stage or during the currency of the contract is / are found to be false or misleading

d) The contractor is adjudicated bankrupt or become insolvent.

e) The contractor assigns or transfers the equipment to any third party without permission from KoPT.

f) If there is any change in control / ownership of the contractor arising from sale, assignment, transfer without prior permission of KoPT.

g) If the contractor through its employees get engaged or wrongly takes part in prohibited or unlawful activities or even fails to prevent such prohibited / unlawful activities.

h) If the contractor fails to achieve stipulated MLP for three months within a block period of 12 months from the date of commencement of actual operation.

i) If any of the RMQCs and RTYGCs remain out of commission for a continuous period of 30 days.

j) If productivity falls below 14 moves per hour for any thirty six vessels in a year starting from the date of commencement of actual operation.

k) If the Asset Management Guarantee is invoked for three consecutive violation or breach.

7.10 Termination:

(a) In the event of occurrence of any event of default as mentioned at Clause 7.9, KoPT may proceed for terminating the contract by way of giving three (3) months (termination period) notice within which time the Contractor will be required to peacefully remove all equipment supplied and deployed by them (except the Port Equipment – RMQCs and RTYGCs) under the contract from the dock premises. In case of failure on the part of the Contractor to do so, KoPT shall be at liberty to remove such equipment from the dock premises and to keep the same at any location convenient to KoPT. Necessary charges for such removal and rent for keeping of the same shall have to be paid in full by the Contractor before taking possession of such equipment. Also, in such event, the Contractor shall not be entitled to claim any compensation from KoPT for any damage that may occur during such removal and keeping of the equipment at any location by KoPT.

(b) During the termination period of 3 months as at (a) above, the Contractor may be asked by KoPT to continue to discharge its obligations under the contract which the contractor would be capable of performing and as may be mutually agreed upon with the object, as far as possible, of ensuring continued availability of the facilities and services to the port users.

(c) No compensation shall be paid by KoPT to the Contractor in the event of termination of the contract.

(d) If after termination, any amount is due to be paid by KoPT to the Contractor, the same shall be paid after adjustment of the dues and damages receivable by KoPT from the Contractor.

7.11 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.

7.12 Illegality:

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

7.13 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.

7.14 Arbitration:

(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 including all amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrator and inform the other party within 60 days. If the other party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996, including any amendment thereof.

(b) Place of Arbitration:

The place / jurisdiction of arbitration shall be in Kolkata / Haldia, West Bengal, India.

7.15 Governing Laws:

This contract shall be governed by and construed in accordance with the prevailing laws of the Republic of India.

7.16 Force Majeure:

7.16.1 Force Majeure Event shall mean any event or circumstances or a combination of events and circumstances not attributable to the Contractor like those as set out hereunder or the consequences thereof which may materially and adversely affect the Contractor in due performance of its various obligations under the contract.

a) Acts of God, heavy and incessant rain, dense fog severely affecting visibility, storm, cyclone, hurricane, flood, tsunami, earth quake, fire / smoke etc (to the extent originating from a source other than the equipment to be supplied, installed, operated and maintained by the Contractor).

(b) Strike, boycotts or other forms of labour unrest (excluding strike or boycotts by the employees of the Contractor or by the employees of the agents / representatives / sub-contractors engaged by the contractor) and labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the contractor.

(c) An act of war, riot etc.

(d) Industry wide or State wide strikes or industrial actions.

(e) Any civil commotion, boycott or mass agitation which prevents the contractor in supplying / operating the equipment under the provisions of the contract.

7.16.2 Notice of Force Majeure Event

a) The Contractor shall give notice to KoPT in writing of the occurrence of the Force Majeure Event as soon as the same arises which in any event shall be within 24 hours from the time of occurrence.

b) The notice shall inter-alia include full particulars of:

(i) the nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof,

(ii) the duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the Contractor to perform its obligations under the contract,

(iii) the measures which the Contractor has taken or proposes to take, to alleviate the impact of the Force Majeure Event , and

(iv) any other relevant information.

7.16.3 Period of Force Majeure:

Period of Force Majeure shall mean the period from the time of occurrence specified in the notice given by the Contractor in respect of Force Majeure Event until the earlier of: (a) expiry of the period during which the Contractor is excused from performance of its obligations **OR** (b) termination of the contract,

7.16.4 Performance Excused:

The Contractor 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 considered reasonable by KoPT consequent to the Force Majeure Event.

7.16.5 Resumption of Performance

During the period of Force Majeure, the Contractor 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 Contractor shall also make efforts to resume performance of its obligations under the contract as soon as possible and upon resumption shall notify KoPT of the same in writing.

7.16.6 Extension of time for performance of obligations:

KoPT may grant extension of time to the Contractor for the performance of any obligation by such period not exceeding the period during which the relevant performance was affected by the Force Majeure Event. Such extension may include extension of the contract by KoPT at its sole discretion without any change in the terms, conditions and rates of the ongoing contract.

7.16.7 Effect of Force Majeure Event:

If the period of Force Majeure continues or is in the reasonable judgement of the parties is 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 terms.

7.17 Priority of Contract Documents

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

1. Letter of Intent (LoI)
2. Special Conditions of Contract
3. Scope of Work and Terms of Payment
4. Schedule of Rates
5. General Instructions to the Tenderer
6. General Information for the Tenderer
7. General Conditions of Contract
8. Any other document(s) forming part of the Contract

7.18 Expiry of Contract with efflux of time:

(a) The Contractor shall peacefully remove all equipment supplied and deployed by them (except the Port Equipment – RMQCs and RTYGCs) under the contract from the dock premises after expiry of the period of contract with efflux of time.

(b) No compensation shall be paid by KoPT to the Contractor on expiry of the contract with efflux of time.

(c) Upon expiry of the contract with efflux of time, if any amount is due to be paid by KoPT to the Contractor, the same shall be paid after adjustment of the dues and damages receivable by KoPT from the Contractor.

8 PAYMENT

8.1 The tenderer shall quote composite box rate in INR per Loaded 20 ft Container as per Appendix 30. The said rate shall take into account and include all cost elements, which the tenderer shall incur in fulfilling the scope of work indicated at Clause 1.1 (excluding the services mentioned below) and other obligations specified under relevant sections of the tender document including taxes except Service Tax and Education Cess.

8.2 The following services are deemed excluded from the rate to be quoted -

(i) Shifting of container on board

(ii) Opening and closing of hatch cover

(iii) Extra shifting / transportation of containers between one yard / berth to another yard / berth.

8.3 For 8.2 above, the following will be applicable -

Charges payable for extra services not included in the rate for comprehensive container handling operation:

Shifting of containers on board not via quay head	40% of the accepted Rate for comprehensive operation of container
Shifting of Container on board via quay	60% of the accepted Rate for comprehensive operation of container
Extra shifting / transportation of containers between one yard / berth to another yard / berth (including loading and unloading)	30% of the accepted Rate for comprehensive operation of container.
Opening & Closing of Hatch cover	100% of charges payable for ship to shore transfer of Empty Container (for both operation of opening and closing taken together)

8.4 Computation of Payment

The tenderer may note that the payment to the successful tenderer (contractor) shall be computed in the following manner:-

a) The service wise % of rate [as applicable for the respective type of container as per sub clause (c) below] payable to the contractor will be as below:

Service description	Percentage of the rate, applicable for the respective type of container
Ship/barge to shore transfer of container or vice versa	60%
Transfer / movement of container between berth(s) and yard(s)/storage area / berth(s) or vice versa	10%
Lift off/ lift on of container at the yard/ storage area/ berths during the process of landing / shipment	14%
Lift on / lift off of container at the yard/ storage area/ berths during delivery / receiving	16%

b) In case the contractor is required to provide services other than those mentioned in the Scope of Work, the contractor will be paid 60% of the charges specified in the prevailing Scale of Rates of KoPT applicable for the said operations. The existing Scale of Rates of KoPT is available at http://www.tariffauthority.gov.in . This Scale of Rates is under revision.

c) The payment for handling containers of different dimensions/types shall be allowed on the following basis:-

CONTAINER TYPE	**% of the accepted composite box rate to be paid**
LOADED CONTAINER 20 FT	100%
EMPTY CONTAINER 20 FT	53%
LOADED CONTAINER ABOVE 20 FT AND UPTO 40 FT	150%
EMPTY CONTAINER ABOVE 20 FT AND UPTO 40 FT	79%
LOADED CONTAINER ABOVE 40 FT	200%
EMPTY CONTAINER ABOVE 40 FT	105%
OVER DIMENSIONAL LOADED CONTAINER (20 FT)	125%
OVER DIMENSIONAL LOADED CONTAINER (ABOVE 20 FT AND UPTO 40 FT)	188%
OVER DIMENSIONAL LOADED CONTAINER (ABOVE 40 FT)	250%

d) The total volume in any contractual year (i.e. 12 consecutive months from the date of actual commencement of container handling work till the preceding date of the next calendar year and likewise for following contractual years) does not exceed 1 lakh payable loaded TEUs the contractor will be paid at the rate quoted by itself while the rate shall be discounted for traffic handled in excess of 1 lakh loaded TEUs. This is summarized as follows:-

Upto 1 lakhs loaded TEUs	At rate quoted by the contractor
100001 to 110000 loaded TEU	At 90% of rate quoted by the contractor
110001 to 120000 loaded TEU	At 85% of rate quoted by the contractor
120001 and above	At 80% of rate quoted by the contractor

8.5 Release of Payment

(a) The payment will be made to the contractor on a monthly basis based on the operations undertaken and completed as per computation logic described above within 21 days from the date of receipt of bills completed in all respect together with all documents after deduction / adjustment of dues, penalty etc. as per relevant provisions of the contract.

(b) The monthly bill should include the following:

i) Charges payable against all the services rendered against Export Containers shipped during the relevant month;

ii) Charges for handling Import Containers handed during the month only to the extent of services rendered subject to a maximum of 70% of the applicable rate against Import Containers landed during the month and shifted to CPY.

iii) In case of direct delivery not requiring transfer by the contractor, the allowable charges shall be maximum 60% of the applicable rate against the services rendered.

iv) Maximum 30% of the applicable rate against Import Containers delivered during the relevant month against the services rendered;

v) Charges for other additional services, if any, rendered during the month.

(C) For the above purpose, billing format(s) and other details to be submitted along with the bill shall be developed and handed over to the successful tenderer by KoPT based on which the contractor shall submit bills along with all required documents.

(d) The service tax, education cess if applicable will be paid extra at actual and the same shall be governed as per rules time being in force. The contractor will be required to submit service tax registration number / code number and other relevant documents as may be asked by KoPT. The contractor will have to raise invoice as per relevant rule to enable KoPT getting CENVAT benefit. Further if demanded, the contractor will also be required to submit evidence of remittance of service tax and education cess charged in the invoice and collected from KoPT to the Government.

8.6 Price Adjustment Clause

a) For upward or downward revision of fuel (HSD) price:-

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

$$V = (P2-P1) \times A \times Q$$

Where;

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

P1 : Price of HSD of IOCL, prevailing at Haldia on the scheduled last date of submission of Price Bid.

P2 : Price of HSD of IOCL, prevailing at Haldia during the period under consideration (6AM to 6 AM).

A : Rate of consumption of fuel (HSD) per container move by all equipment (RTYGC, RST, Tractor-Trailer, etc) in a combined manner as would be assessed by Petroleum Conservation Research Association or any other competent agency to be engaged by KoPT.

Q : Total number of moves actually done by different equipment during the period commencing from the effective date of fuel price variation.

NB : Adjustment on this account will be made for every change in the price of HSD but shall be paid or recovered on yearly basis.

Definition of move for the purpose of giving effect to fuel price variation clause.

Definition of move for composite operation

One "Move" for composite operation by all equipment taken together for an import container means an operation for -

- Transfer of a marine freight container (20 feet or above) from hook-point through Tractor – Trailer to the yard,
- Stacking by using RTYGC or RST or other equipment and
- Loading using RTYGC or or RST or other equipment for delivery .

Similarly, in case of export container, one 'Move' means an operation for

- Unloading of a container (20 feet or above) at the yard [from exporter] using RTG and / or RST or other equipment for stacking.
- Loading onto a Tractor –Trailer using RTYGC and/or RST or other equipment and
- Carrying it to the berth by a Tractor – Trailer for loading onto the ship.

Definition of move for composite operation using rail

One "Move" for composite operation by all equipment taken together for an import container using rail means an operation for -

- Transfer of a marine freight container (20 feet or above) from hook-point through Tractor – Trailer to the yard,
- Stacking by using RTYGC or RST or other equipment and
- Loading using RTYGC or RST or other equipment for transfer to the railway yard
- Lift on to the wagon for delivery .

And vice versa for export.

b) For upward or downward revision of electricity tariff:-

Adjustment of payable amount in the event of upward or downward revision of electricity tariff (for kWh only) shall be made as per the following formula:-

$$V = (P2-P1) \times A \times Q$$

Where;

V : Amount adjustable either way on account of upward or downward revision of electricity tariff (for kWh only).

P1 : Electricity tariff (for kWh) as on the last date of submission of Price Bid.

P2 : Electricity tariff (for kWh) as on the month/ period under consideration.

A : Rate of consumption of electricity (kWh) per container move by RMQC as would be assessed by a competent agency to be engaged by KoPT.

Q : Total number of moves actually done by RMQCs during the period commencing from the effective date of electricity tariff (for kWh only) variation.

NB : Adjustment on this account will be made on yearly basis.

Definition of move for RMQC operation

One move for a RMQC operation shall mean an operation of lift on and lift off of a marine freight container (20 feet or above) from ship/ barge to shore or ship/ barge to ship/ barge or vice versa.

c) General

A general escalation on the accepted rates excluding the component of fuel and electricity cost will be allowed by KoPT at the rate of 5% or the rise in wholesale price index whichever is lower in every two years.

Appendix - 1

Container Traffic Report

Year	No. of Container handled (in TEUs)			Total Quantity (in tonnes)		Vessels worked
	Landed	Shipped	Total	Landed	Shipped	
2008-09	57001	70247	127248	1054303	1319102	512
2009-10	61570	62542	124112	1105008	962568	432
2010-11	70995	78344	149339	1322923	1512526	356
2011-12	66744	73072	139816	1339714	1278966	290
2012-13	67796	69418	137214	1656756	1211763	332

Landed		**Shipped**	
2012-2013	(E – 787)	(E – 22533)	E - Empty
	(L - 67009)	(L - 46885)	L - Loaded

Appendix - 2

Brief Description of RMQC & RTYGC & OTHER RELATED ACCESSORIES

1. **02 Nos. Rail Mounted Quay Crane (RMQC)** [40 t lifting capacity under spreader (50 t lifting capacity under Hook), at 40 m outreach] -- **manufactured by McNally Bharat Engineering Co. Ltd., under licensing agreement with KCI Special Cranes (previously – Konecranes VLC Corporation, Finland) - -** used for container handling from ship to shore and vice- versa , at Berth nos. 10 & 11 of Haldia Dock Complex.

   One Spare Spreader (for RMQCs) – against two spreaders attached with two RMQCs.

   One Overheight Attachment of spreaders (for RMQCs)-- for handling containers with overheight cargo.

   Two Lifting Beam with hook (for RMQCs) -- for handling cargo, which can not be handled by spreaders.

2. **04 Nos. 16 wheeled Rubber Tyred Yard Gantry Crane (RTYGC)** [40t lifting capacity under spreader, 4+1 high stacking capacity (for 9' 6" ISO Containers)] **- - manufactured by Fels Cranes Pte Ltd., Singapore --** used for container handling (stacking & delivery) at Container Parking Yard (CPY) of Haldia Dock Complex.

   One Spare Spreader (for RTYGCs) –against four spreaders attached with four RTYGCs.

Appendix - 3

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

DETAILS OF BERTHS, YARDS & STORAGE AREA

BERTHS

- BERTH PROPER: 7260 SQUARE METERS

YARDS & STORAGE AREA

- T T YARD: 34100 SQUARE METERS
- CONTAINER PARKING YARD: 42100 SQUARE METERS (EXCLUDING CUSTOM'S OFFICE)
- CAPACITY OF CONTAINER PARKING YARD – 2400 TEU
- SAFE BEARING CAPACITY 5.0 T/SQM
- ADEQUATE HARDSTAND PLOT AVAILABLE INSIDE DOCK FOR AT LEAST 5 LAKH TEU CONTAINER THROUGHPUT PER ANNUM

Appendix – 4

General specification of the RMQCs

02 Nos. Rail Mounted Quay Crane (RMQC) [for container handling] were manufactured by McNally Bharat Engineering Co. Ltd., under licensing agreement with KCI Special Cranes (previously – Konecranes VLC Corporation, Finland) :-

Principal parameters :

1) Crane Travel Distance - 440 m (220 meter on either side)

2) Rail Span : 18 m.

3) a) Safe Working Load (under spreader) - 40 t
b) Safe Working Load (under hook) - 50 t

4) Lift from top of rail to under spreader – 25 m.

5) Lift below rail level – 15 m.

6) Total Lift – 40 m.

7) Out reach from centre of waterside rail – 40 m.

8) Back reach from centre of land side rail – 8 m.

9) Minimum clearance between the Portal Beams --- 17 m

10) Minimum height under Portal Cross Beam – 15 m.

11) Trim / list / skew of the Telescopic Spreader: ± 5 degree.

12) Boom Hoist time (from operating position to parking position): 6 minutes.

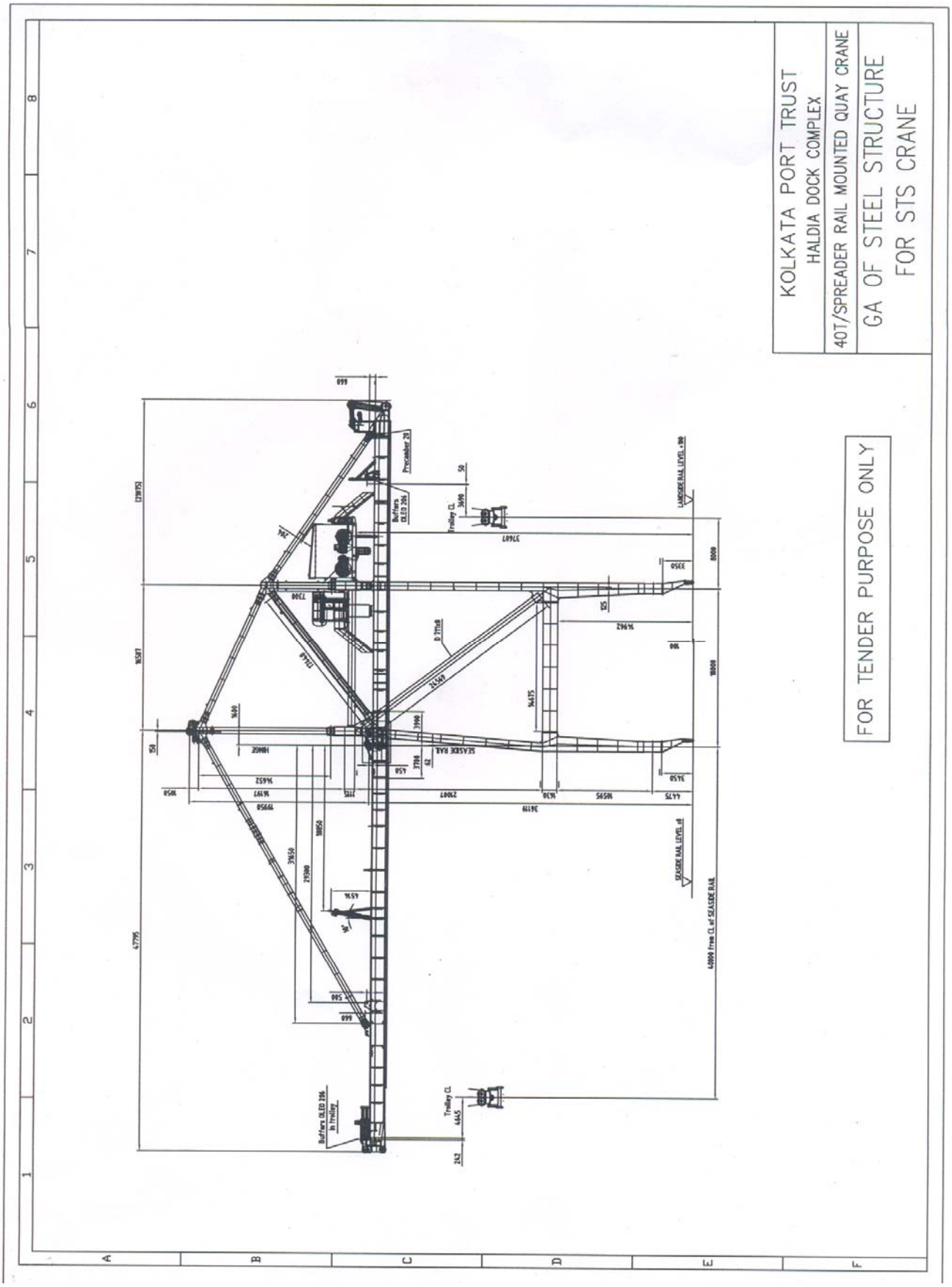
13) Maximum Gantry Travel Speed against wind: 35 m. / minute .

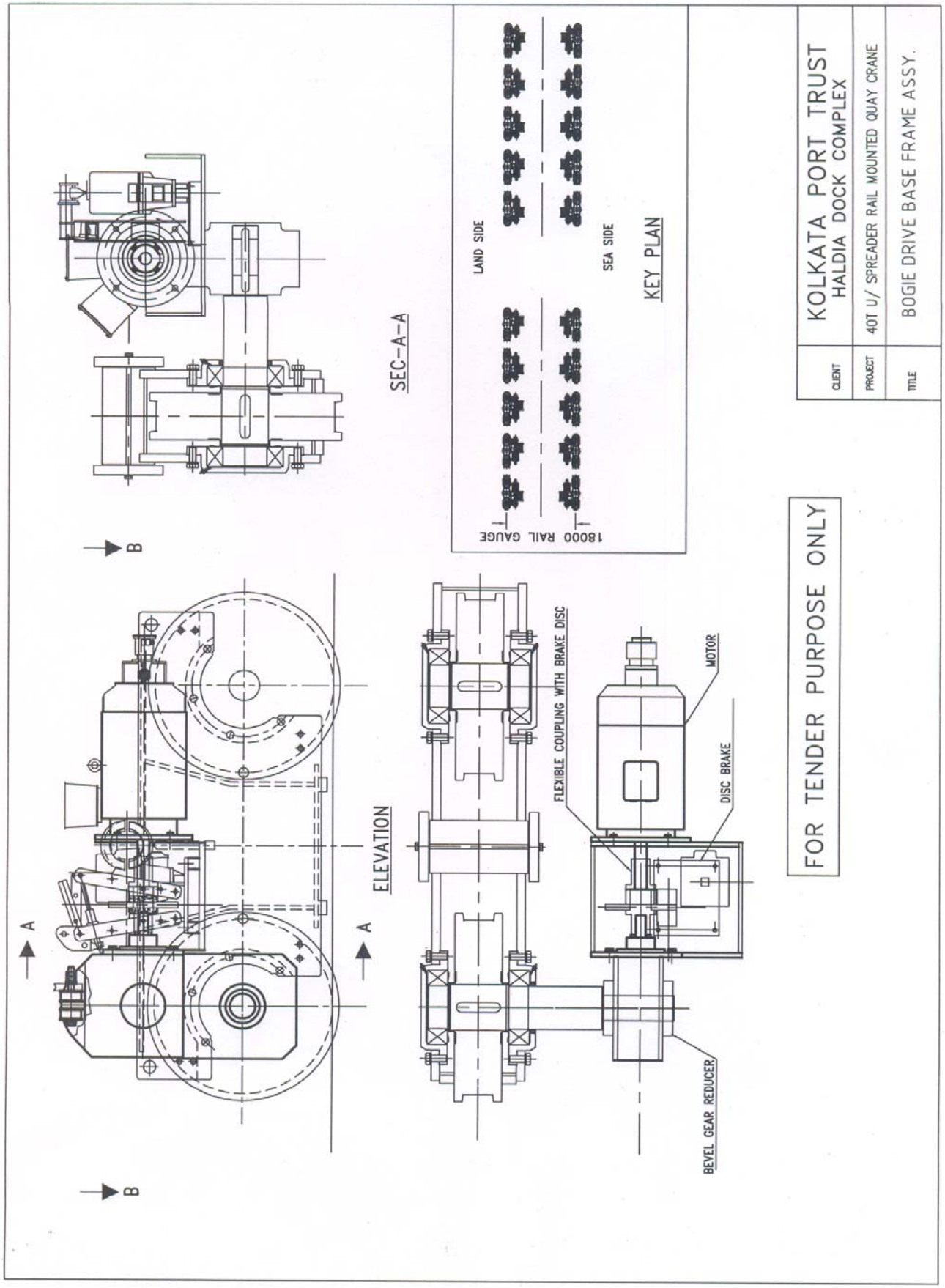
14) Maximum Hoist / lower speed
- Fully loaded : 60 m./minute
- With empty spreader: 120 m. /minute.

15) Maximum Trolley traverse speed :
Fully loaded : 180 m. /minute.

16) Input power source: 3.3 kV, 3 phase, 50 Hz.

Other details : General arrangements are shown in the following drawings :-


KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
40T/SPREADER RAIL MOUNTED QUAY CRANE
GA OF STEEL STRUCTURE
FOR STS CRANE
FOR TENDER PURPOSE ONLY


SEC-A-A
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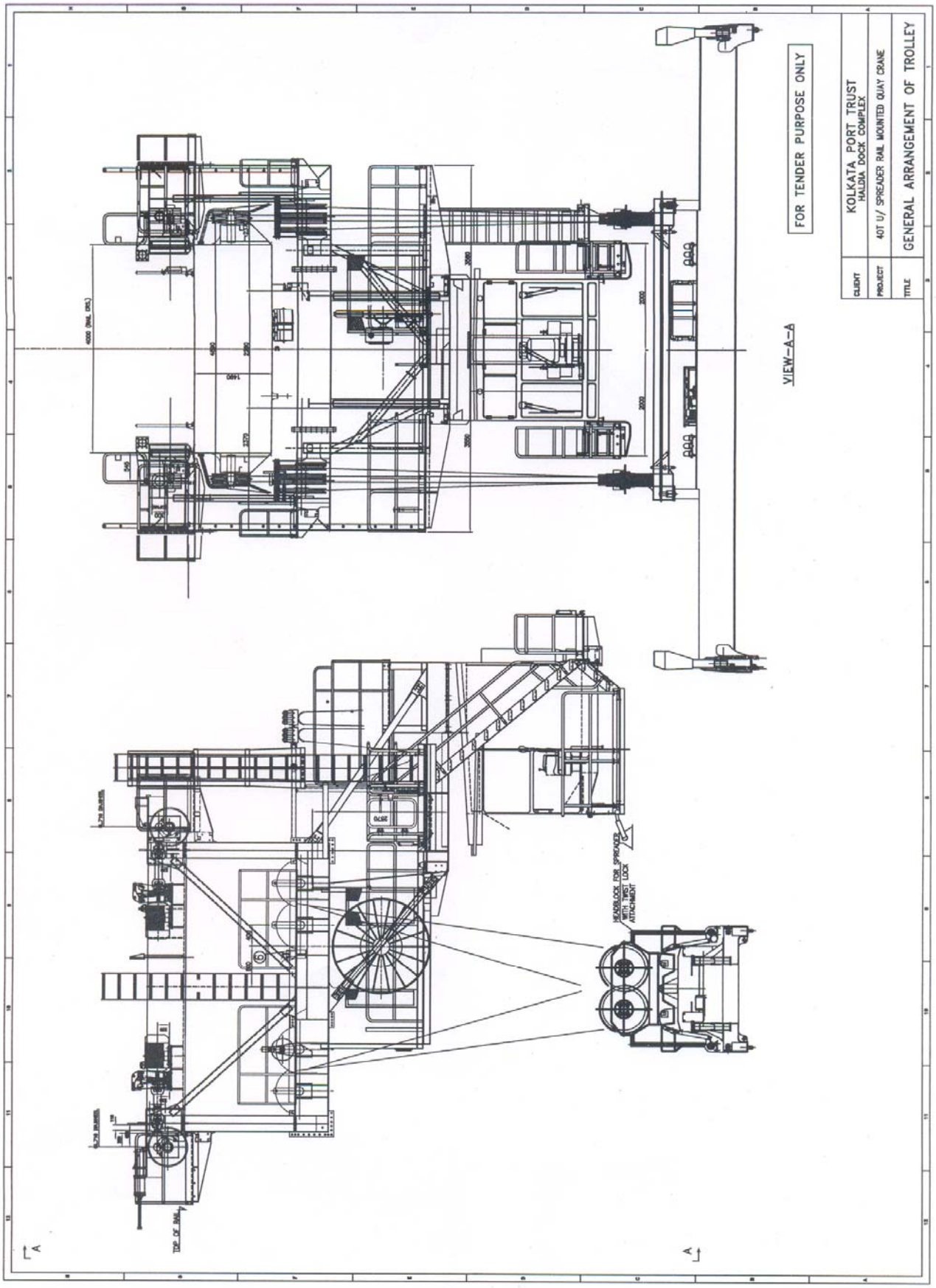
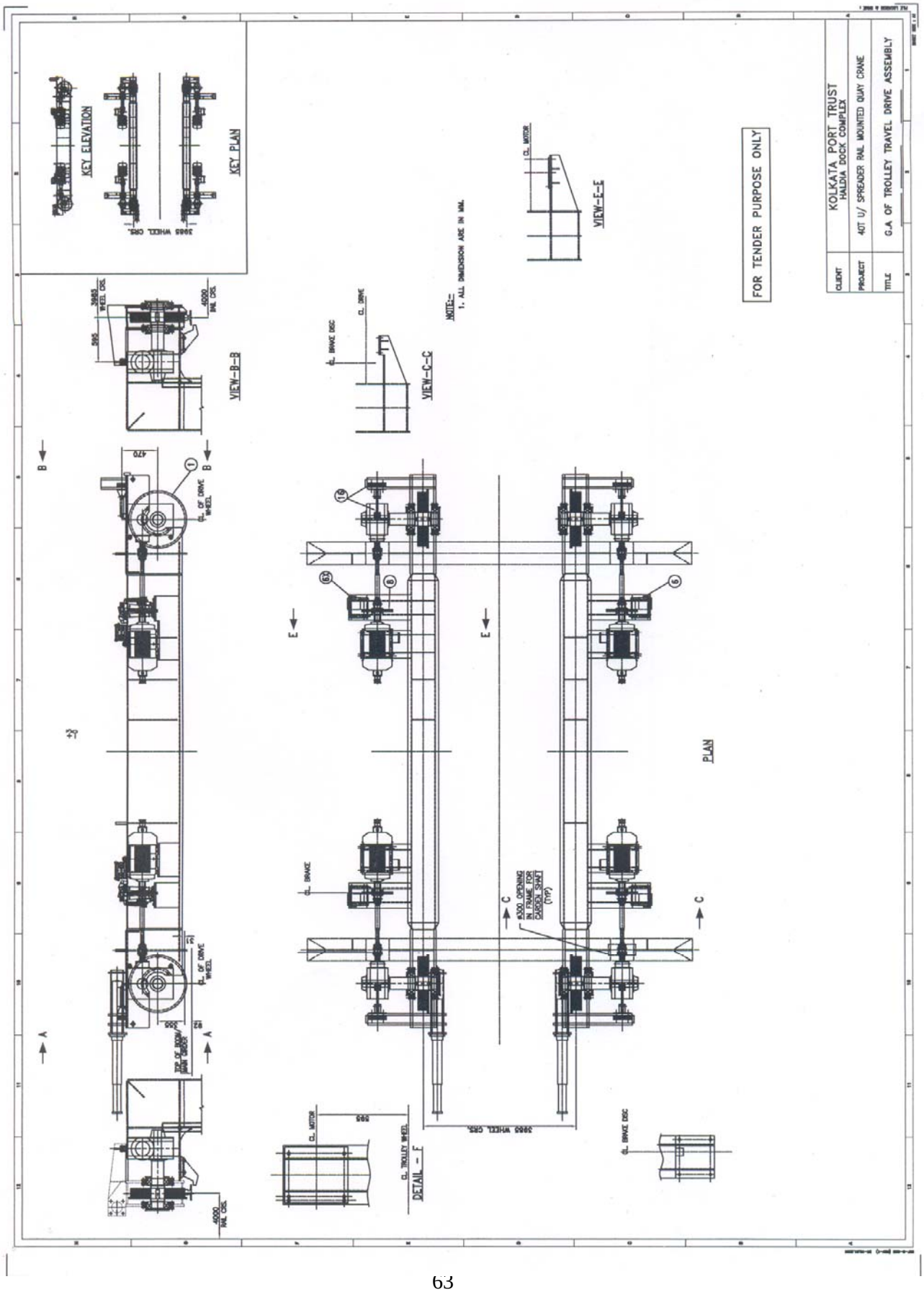
ELEVATION
FLEXIBLE COUPLING WITH BRAKE DISC
MOTOR
DISC BRAKE
BEVEL GEAR REDUCER
LAND SIDE
SEA SIDE
18000 RAIL GAUGE
KEY PLAN
FOR TENDER PURPOSE ONLY
CLIENT
KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
PROJECT
40T U/ SPREADER RAIL MOUNTED QUAY CRANE
TITLE
BOGIE DRIVE BASE FRAME ASSY.


FOR TENDER PURPOSE ONLY
VIEW-A-A
KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
CLIENT
PROJECT
40T U/ SPREADER RAIL MOUNTED QUAY CRANE
TITLE
GENERAL ARRANGEMENT OF TROLLEY
TOP OF RAIL
A
A


KEY ELEVATION
KEY PLAN
VIEW-B-B
VIEW-C-C
VIEW-E-E
NOTE:-
1. ALL DIMENSION ARE IN MM.
FOR TENDER PURPOSE ONLY
KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
40T U/ SPREADER RAIL MOUNTED QUAY CRANE
G.A OF TROLLEY TRAVEL DRIVE ASSEMBLY
PLAN
DETAIL - F

List of accessories / components / sub-assemblies of RMQCs

Sl. No.	Name of accessories / components	Brief specification	Quantity per RMQC
1)	Gantry Wheels	Drive Wheels Non-Drive Wheels	20 Nos. 20 Nos.
2)	Spreader	**Telescopic type Spreader** for handling containers such as 20 ft., 35 ft., 40 ft. & 45 ft., having Double Hydraulic Power Pack (One Standby Unit) **Lifting Capacity**: 40 t. **Make**: NSL Engineering Pte Ltd. (RAM - Singapore) **Model** : RAM 2420	01 No.
3)	Head Block	Type: RAM Head Block with manual operated Twist Lock. Lifting Capacity: 55 t. **Make: NSL Engineering Pte Ltd.** (RAM - Singapore) Model: RAM 3310.	01 No.
4)	Main Hoist Motor	Squirrel Cage AC motor, 355 KW, 993 r.p.m. Type : M2BA**400L** **Make : ABB**	02 No.
5)	Boom Hoist Motor	Squirrel Cage AC motor, 132 KW, 1485 r.p.m. Type : M2BA **315 SML** **Make : ABB**	01 No.
6)	Trolley Motor	Squirrel Cage AC motor, 45 KW, 1470 r.p.m. Type : HX + **225 SM** **Make : ABB**	04 Nos.

Sl. No.	Name of accessories / components	Brief specification	Quantity per RMQC
7)	Gantry Motor	Squirrel Cage AC motor, 15 KW, 1455 r.p.m. Type : HXF **160 ML** **Make : ABB**	20 No.
8)	Gear Box for Main Hoist Drive.	Model : LNS 35601 G x 606 Gear Reducer. Gear Box Ratio - 25.22 **Make: Kone Cranes International.**	01 No.
9)	Gear Box for Boom Hoist Drive	Model : LNS 45002 C x 604 Gear Reducer Gear Box Ratio - 178.12 **Make: Kone Cranes International.**	01 No.
10)	Gear Box for Trolley Drive.	Model : KHSS 22002 BX/DX 504 Bevel Gear Reducer Gear Box Ratio - 22.61 **Make: Kone Cranes International.**	04 No.
11)	Gear Box for Gantry Drive.	Type : GM 10 KE 3A Bevel Gear Reducer Gear Box Ratio - 55.25 **Make: Kone Cranes International.**	20 No.
12)	Transformer	1250 kVA Dry type Transformer, Dyn-11, 3300 V / 433 V, 50 Hz. **Make : Voltamp**	01 No.
13)	Electrically operated Crane.	Capacity : 10 t, Span : 5.2 m., Lifting Height : 41 m., Travel Length : 13 m., Type : Single Girder EOT Wire rope falls : 4 Falls Hook: Single Shank with Spring Latch. Power Supply : 415 V ± 10%, 3 Ph, 50 Hz ±3%.	01 No.

Sl. No.	Name of accessories / components	Brief specification	Quantity per RMQC
14)	VACUUM CIRCUIT BREAKER (for 3.3 KV Supply arrangements at Electrical Room).	11 kV, 400 A **Make : ABB**	01 No.
15)	Isolator Switch at Sil Beam level.	3.3 kV, 400 A **Make : A BOND STRAND**	01 No.
16)	Manually operated Isolator at Electrical Room.	415Volt, 1600 A, **Make : ABB**	01 No.
17)	Elevator	Type : Rack & Pinion type Pay load capacity: 4 person or 300 Kg. Travel Height: 33.408 m. No. of landing : GL + 2 Speed: 40 m / min. Control Voltage: 110 V AC. Method of Control: Semi Automatic. **Make: Mekaster Engineering & Equipments Pvt. Ltd**	01 No.
18)	Spreader Cable Reel with frequency controlled drive.	Type: F 128 m 80/210-PE + 39/25 + 4 BAKO – 0754.9-36. Drive : Three phase – current – asynchronous Motor, Type : B 21 R 132 M4 Voltage : 415 V, 50 Hz **Make: STEMMANN – TECHNIK GMBH.**	01 No.
19)	Power Cable Reeling Drum	Size of Cable : 4C x 70 + 2C x 35 sq.mm. Overall dia of cable : 63.5 mm. Speed of Machine : 35 m./min. **Motor : Demag Stall Torque Slip Ring**	01 No.

Sl. No.	Name of accessories / components	Brief specification	Quantity per RMQC
		Motor. Supply Voltage : 415 V ,3 PH ,50 Hz. **Make : Bengal Technocrats Pvt. Ltd.**	
20)	Lubrication System (Automatic Grease Lubrication Station).	Pump Type : Plunger Pump. System Pressure : 150 Kg/cm^2 Model : AGS 150 / AGS 70 **Make : Prakash Lubriequipments Pvt Ltd.**	03 No.
21)	TLS System Motor	Type : K21R132M4HW **Make : VEM Motors, GMBH**	04 No.
22)	Main Hoist Wire Rope	**26 mm. dia**, **Galvanized Steel Wire Rope**, IWRC, WS 6 x 36 construction, COMPACTED, TENSILE GRADE -1960 N / mm^2, Minimum Breaking Load -578 KN, 240 m. long.	RHO Lay: 2 No. & LHO Lay: 2 No.
23)	Boom Hoist Hoist Wire Rope	**34 mm. dia**, **Galvanized Steel Wire Rope**, IWRC, 6 x 36 construction, compacted, Tensile Grade 1960 N/mm^2, Minimum Breaking Force 916 KN, 250 m. long, fitted with open type galvanized socket. **Lay RHO**.	2 No.
24)	Gantry Brake Unit	**Electro Hydraulic Thruster Disc Brake** Model No. SB 8.11-250X20-ED 23/5 Make : Gerhard Bubenzer Ing GmbH Disc Brake Type: SB 8.11-250X20 (Bubenzer) Thruster Actuator Type: Ed 23/5 (Eldro)	20 No.
25)	Trolley Brake Unit	**Electro Hydraulic Thruster Disc Brake** Model No. SB 8.11-400X20-ED 30/5 Make : Gerhard Bubenzer Ing GmbH Disc Brake Type: SB 8.11-400X20 (Bubenzer) Thruster Actuator Type: Ed 30/5 (Eldro)	04 No.

Sl. No.	Name of accessories / components	Brief specification	Quantity per RMQC
26)	Boom Hoist Brake Unit	**Electro Hydraulic Thruster Disc Brake** Model No. SB 23-450X30-ED 80/6 Make : Gerhard Bubenzer Ing GmbH Disc Brake Type: SB 23-450X30 (Bubenzer) Thruster Actuator Type: Ed 80/6 (Eldro)	01 No.
27)	Main Hoist Brake Unit	**Electro Hydraulic Thruster Disc Brake** Model No. SB 28-630X30-ED 301/8BB Make : Gerhard Bubenzer Ing GmbH Disc Brake Type: SB 28-630X30 (Bubenzer) Thruster Actuator Type: Ed 301/8BB (Eldro)	02 No.

The RMQCs have **Crane Management System** (for condition monitoring, fault diagnostics, service maintenance & operational data) and **Electrical Drive Control System.**

The **Electrical Control Room** is provided with computer, connected with **Programmable Logic Controller (PLC)** of the RMQCs.

Main Hoist, Boom Hoist, Trolley & Gantry Motions are driven by **frequency controlled AC Motor**, powered through **Inverters, shared speed drives for Hoist & Gantry Motion** and **Boom Hoist & Trolley Motion.**

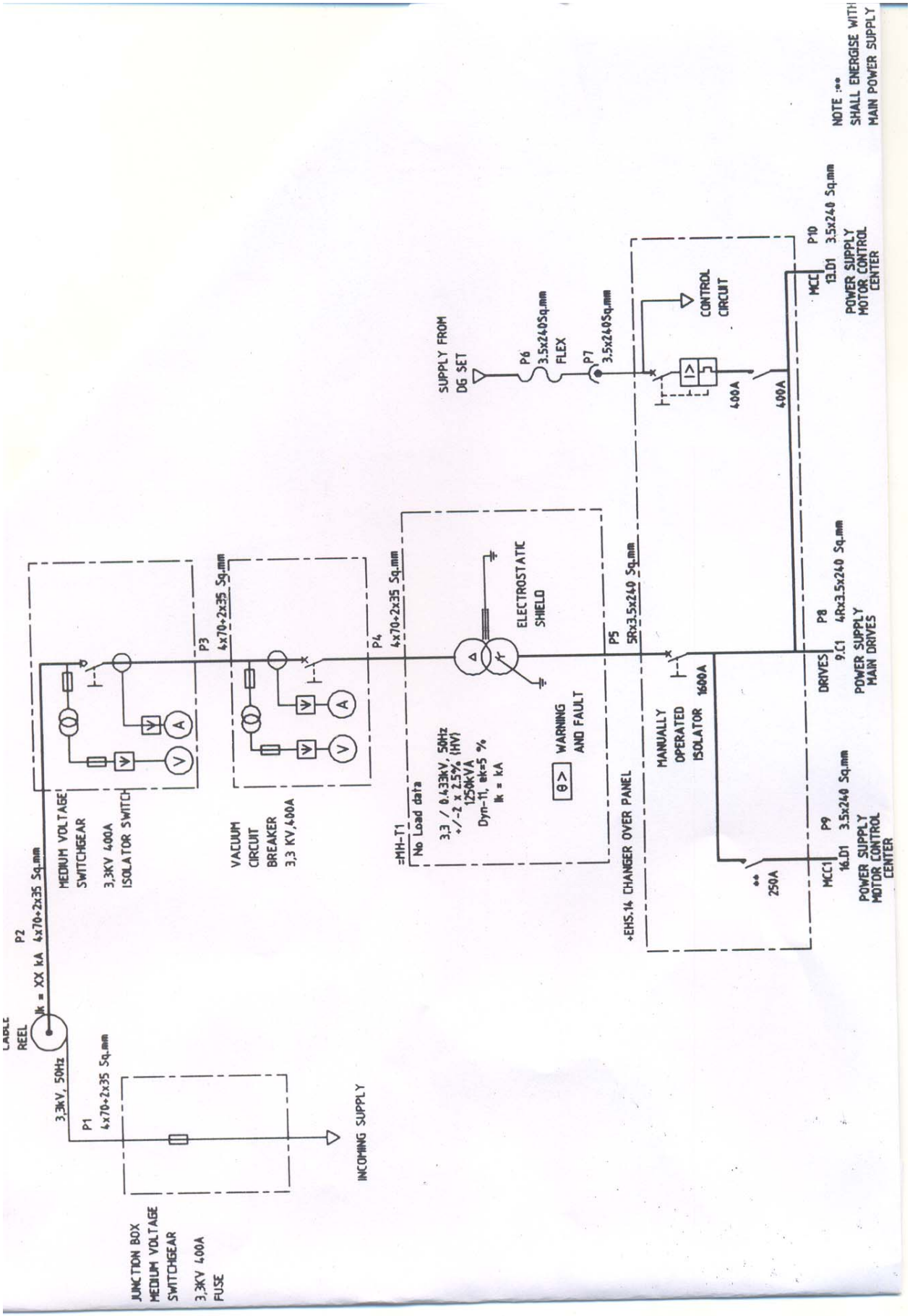
Crane Management System (CMS), Programmable Logic Controller (PLC) & **Electrical Drive Control System** (including Inverters) are of **ABB make.**

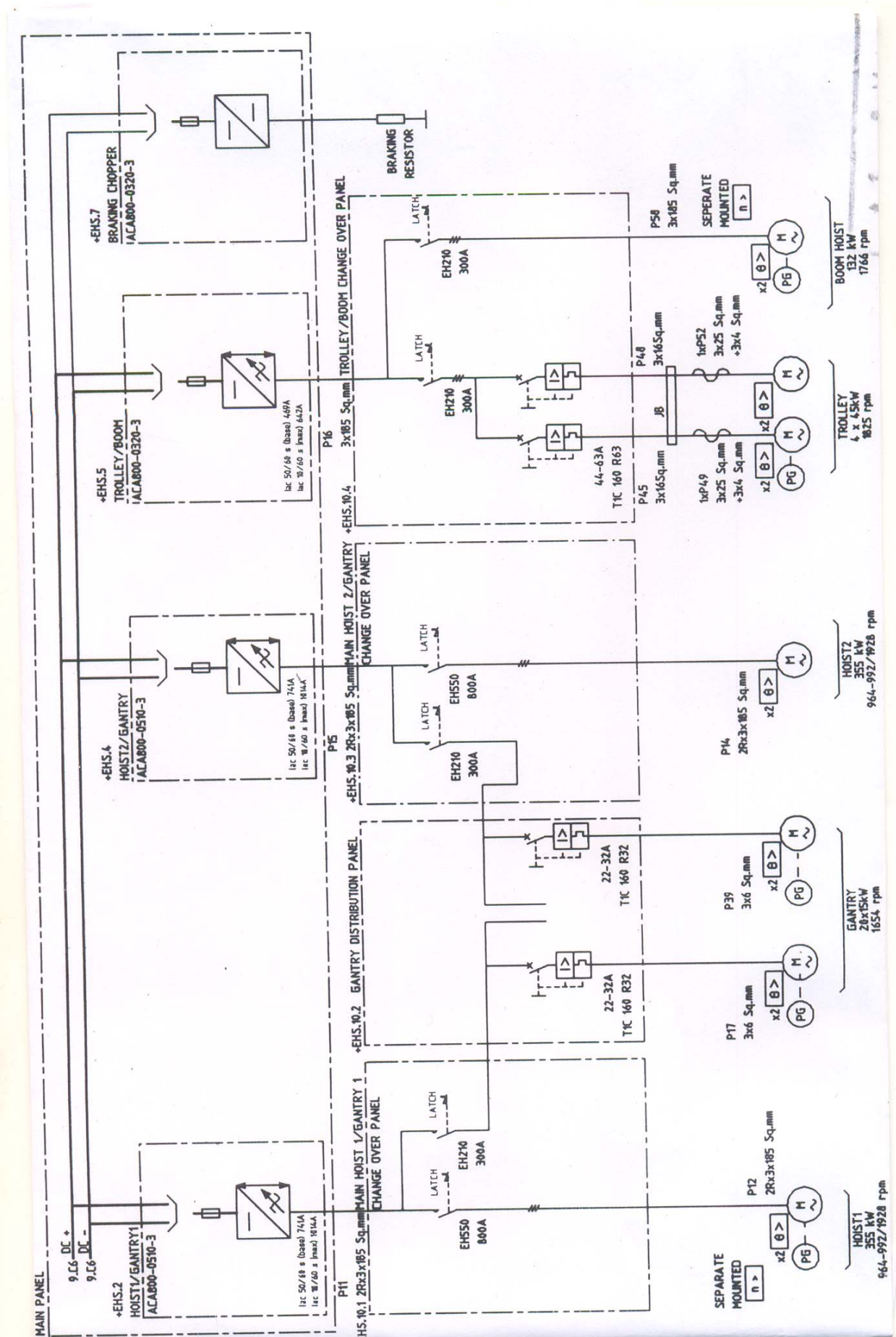
Electrical Control Room & **Operator's Cabin** are **air-conditioned**.

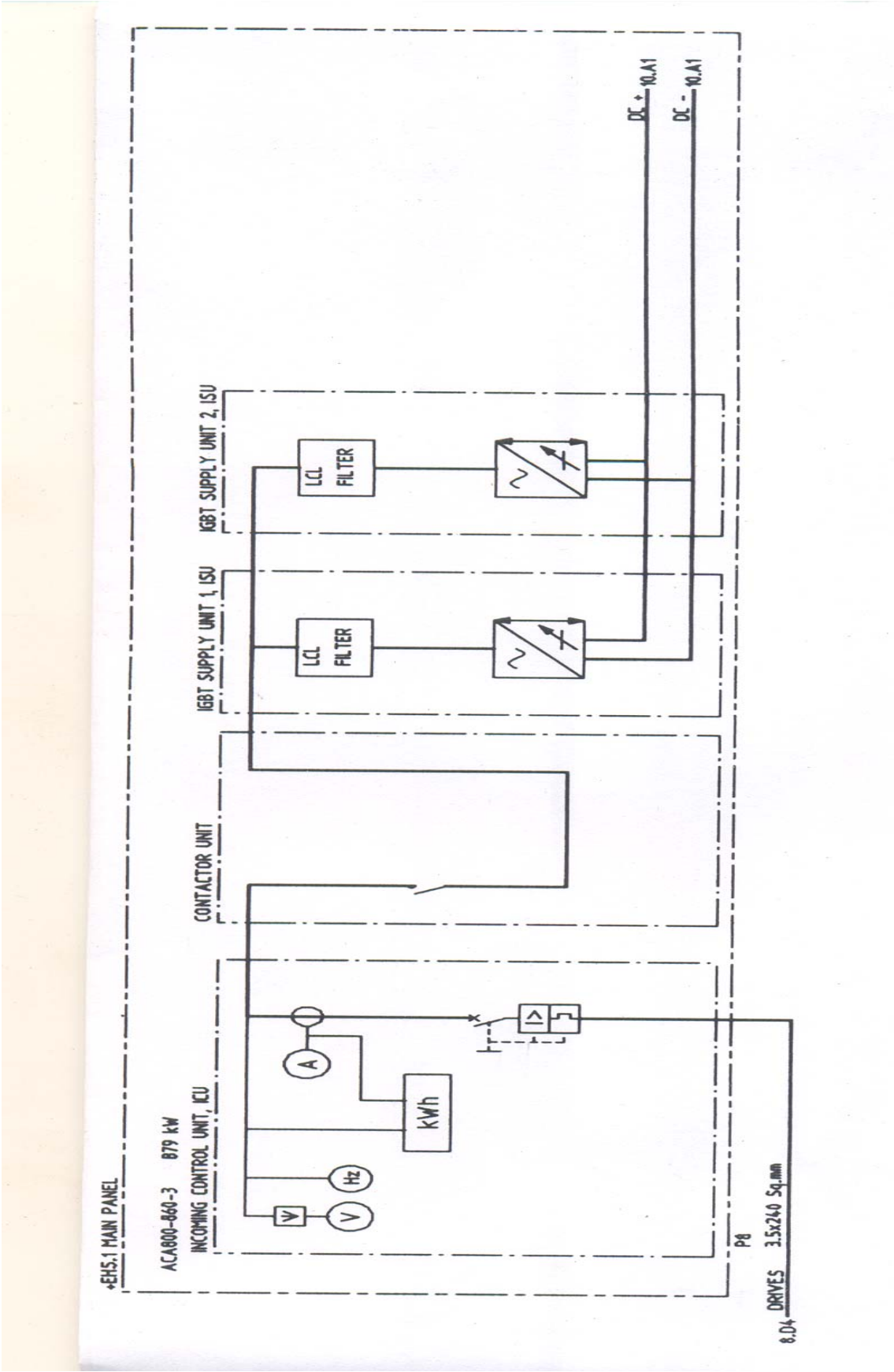
Anemometer is installed for monitoring Wind Speed and the same is displayed in the Operator's Cabin & in the Leg Portion. At **15 m./sec**. (54 Km / Hr.) wind speed, there will be a audible alarm (warning) and at **20 m./sec**. (72 Km/Hr.) the operation will cease.

Illumination System consists of **Flood Light** (**MH) –** 22 Nos.(approx) and **Tube Light** (mainly CFL) – 150 Nos (approx) , per RMQC.

Single Line Diagram for Electrical System is given below.


CABLE REEL
Ik = XX kA
P2
4x70+2x35 Sq.mm
3.3kV, 50Hz
P1
4x70+2x35 Sq.mm
JUNCTION BOX
MEDIUM VOLTAGE SWITCHGEAR
3.3KV 400A
FUSE
INCOMING SUPPLY
MEDIUM VOLTAGE SWITCHGEAR
3.3KV 400A
ISOLATOR SWITCH
P3
4x70+2x35 Sq.mm
VACUUM CIRCUIT BREAKER
3.3 KV,400A
P4
4x70+2x35 Sq.mm
=MH-T1
No Load data
3.3 / 0.433kV, 50Hz
+/-2 x 2.5% (HV)
1250kVA
Dyn-11, ek=5 %
Ik = kA
ELECTROSTATIC SHIELD
WARNING AND FAULT
P5
5Rx3.5x240 Sq.mm
+EHS.14 CHANGER OVER PANEL
MANUALLY OPERATED ISOLATOR
1600A
SUPPLY FROM DG SET
P6
3.5x240Sq.mm
FLEX
P7
3.5x240Sq.mm
CONTROL CIRCUIT
400A
400A
**
250A
P8
DRIVES
9.C1
4Rx3.5x240 Sq.mm
POWER SUPPLY MAIN DRIVES
P9
MCC1
16.D1
3.5x240 Sq.mm
POWER SUPPLY MOTOR CONTROL CENTER
P10
MCC
13.D1
3.5x240 Sq.mm
POWER SUPPLY MOTOR CONTROL CENTER
NOTE :**
SHALL ENERGISE WITH
MAIN POWER SUPPLY


MAIN PANEL
9.C6 DC +
9.C6 DC -
+EHS.2
HOIST1/GANTRY1
ACA800-0510-3
+EHS.4
HOIST2/GANTRY
ACA800-0510-3
+EHS.5
TROLLEY/BOOM
ACA800-0320-3
+EHS.7
BRAKING CHOPPER
ACA800-0320-3
BRAKING RESISTOR
P11
P15
P16
HS.10.1 2Rx3x185 Sq.mm
+EHS.10.3 2Rx3x185 Sq.mm
3x185 Sq.mm
+EHS.10.4
MAIN HOIST 1/GANTRY 1
CHANGE OVER PANEL
MAIN HOIST 2/GANTRY
CHANGE OVER PANEL
TROLLEY/BOOM CHANGE OVER PANEL
+EHS.10.2 GANTRY DISTRIBUTION PANEL
LATCH
EH550
800A
EH210
300A
22-32A
T1C 160 R32
44-63A
T1C 160 R63
JB
P12
P14
P17
P39
P45
P48
P58
3x185 Sq.mm
2Rx3x185 Sq.mm
3x6 Sq.mm
3x16Sq.mm
1xP49
1xPS2
3x25 Sq.mm
+3x4 Sq.mm
SEPARATE MOUNTED
HOIST1
355 kW
964-992/1928 rpm
HOIST2
355 kW
964-992/1928 rpm
GANTRY
2Rx15kW
1654 rpm
TROLLEY
4 x 4.5kW
1825 rpm
BOOM HOIST
132 kW
1766 rpm


+EH5.1 MAIN PANEL
ACA800-860-3 879 kW
INCOMING CONTROL UNIT, ICU
CONTACTOR UNIT
IGBT SUPPLY UNIT 1, ISU
IGBT SUPPLY UNIT 2, ISU
LCL FILTER
LCL FILTER
DC + 10.A1
DC - 10.A1
A
kWh
Hz
V
V
P4
8.D4 DRIVES 3.5x240 Sq.mm

Appendix - 5

General specification of the RTYGCs

04 Nos. Rubber Tyred Yard Gantry Crane (RTYGC) [for container handling] were manufactured by Fels Cranes Pte Ltd., Singapore.

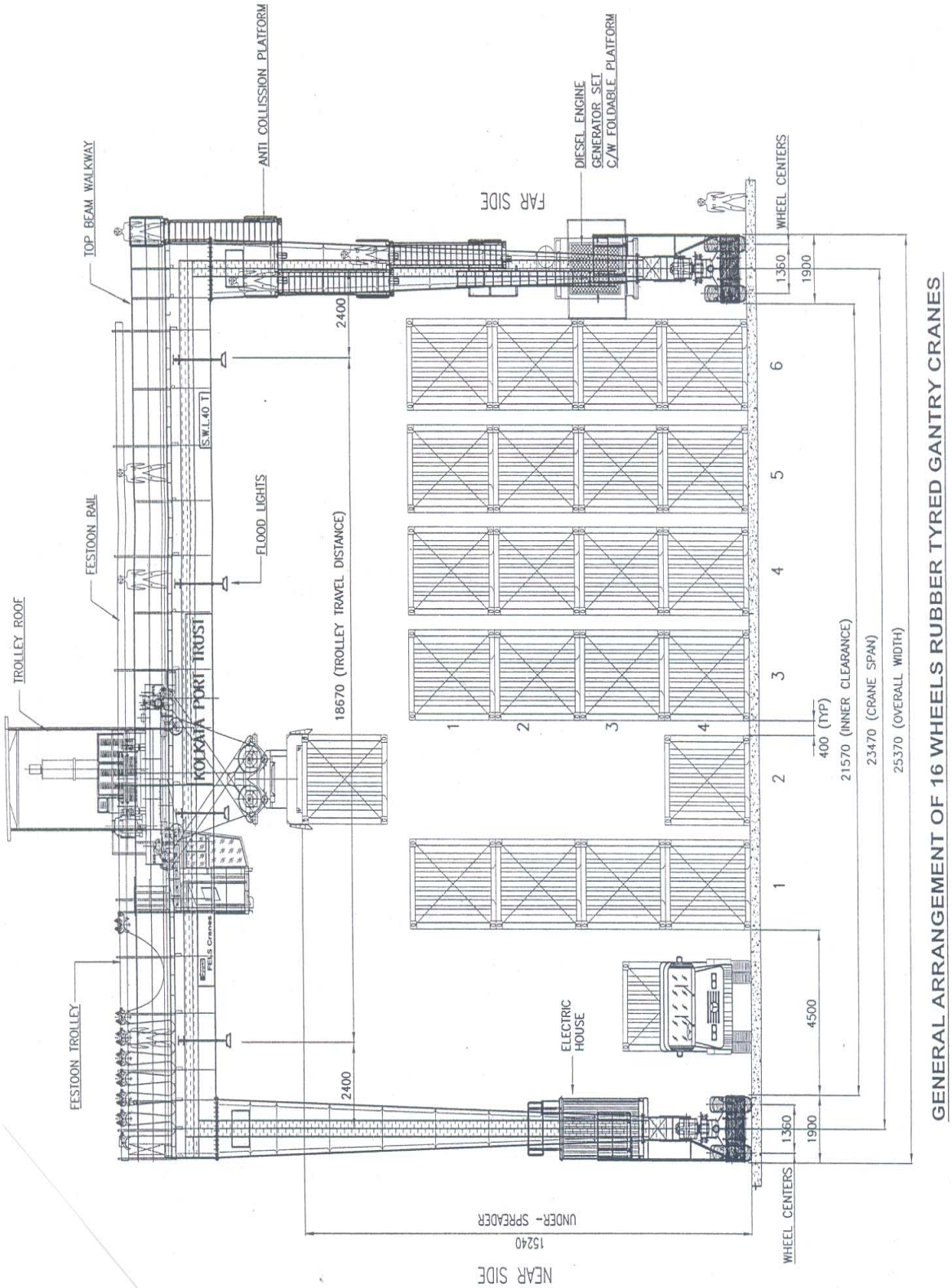
Principal parameters :-

1)	**LIFTING CAPACITY (RATED LOAD) UNDER SPREADER**	::	40 t
2)	**LIFTING HEIGHT**	::	15.240 m
3)	**SPAN**	::	23.47 m
4)	**HOISTING SPEEDS**		
	With rated load	::	26 m / min
	With empty spreader	::	52 m / min
5)	**TROLLEY TRAVEL SPEED**	::	70 m / min
6)	**GANTRY TRAVEL SPEEDS**		
	With rated load	::	70 m / min
	With empty spreader	::	130 m / min
7)	**DUTY CYCLE**	::	40 Cycles per Hour
8)	**POWER SOURCE**		

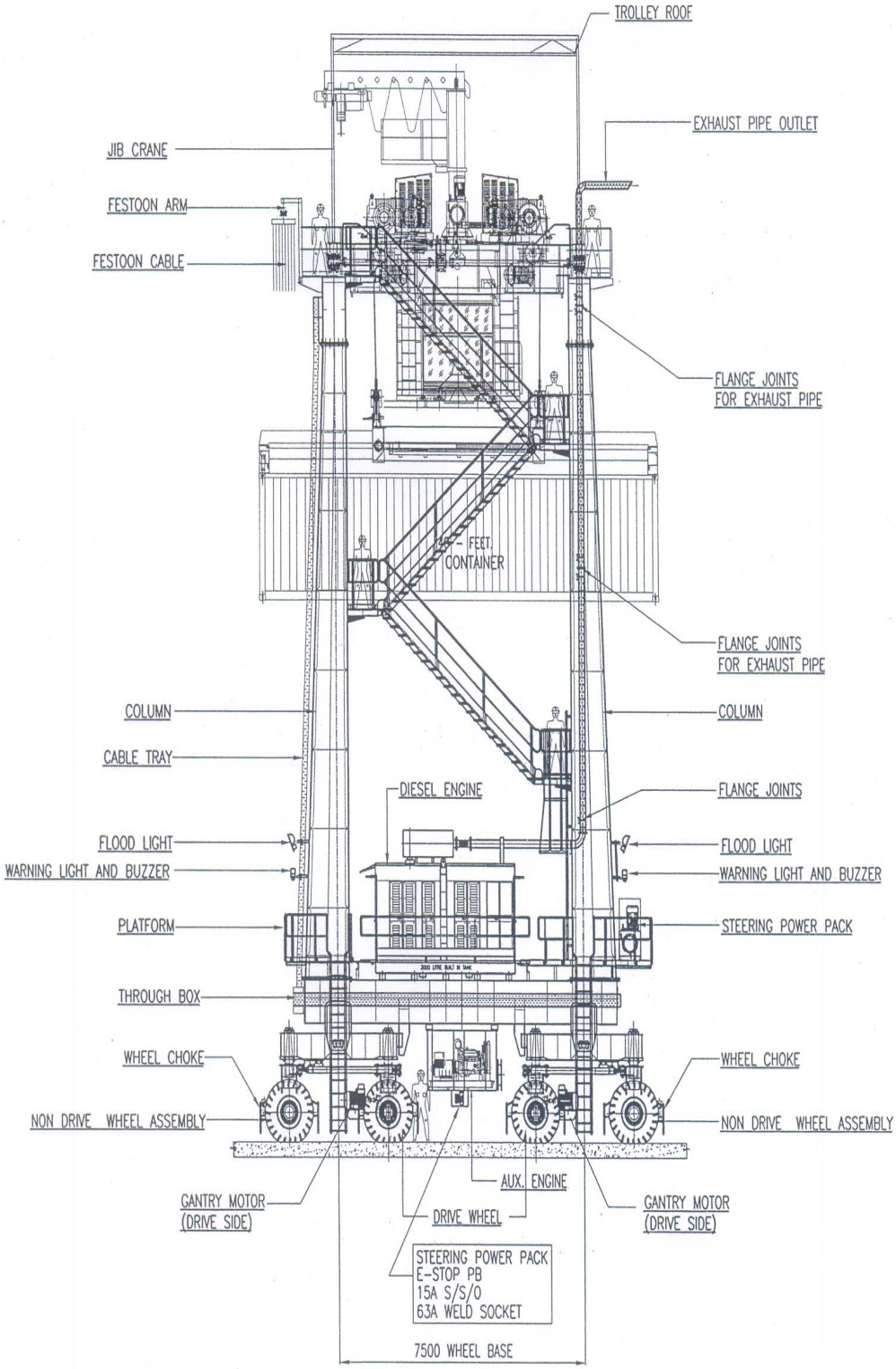
AC Generator : 675 kVA, 415 V, 50 Hz., 3 Phase, 1500 rpm (1 unit)

Diesel Engine : 444 kW, 1500 rpm (prime)
500 kW, 1500 rpm (standby)

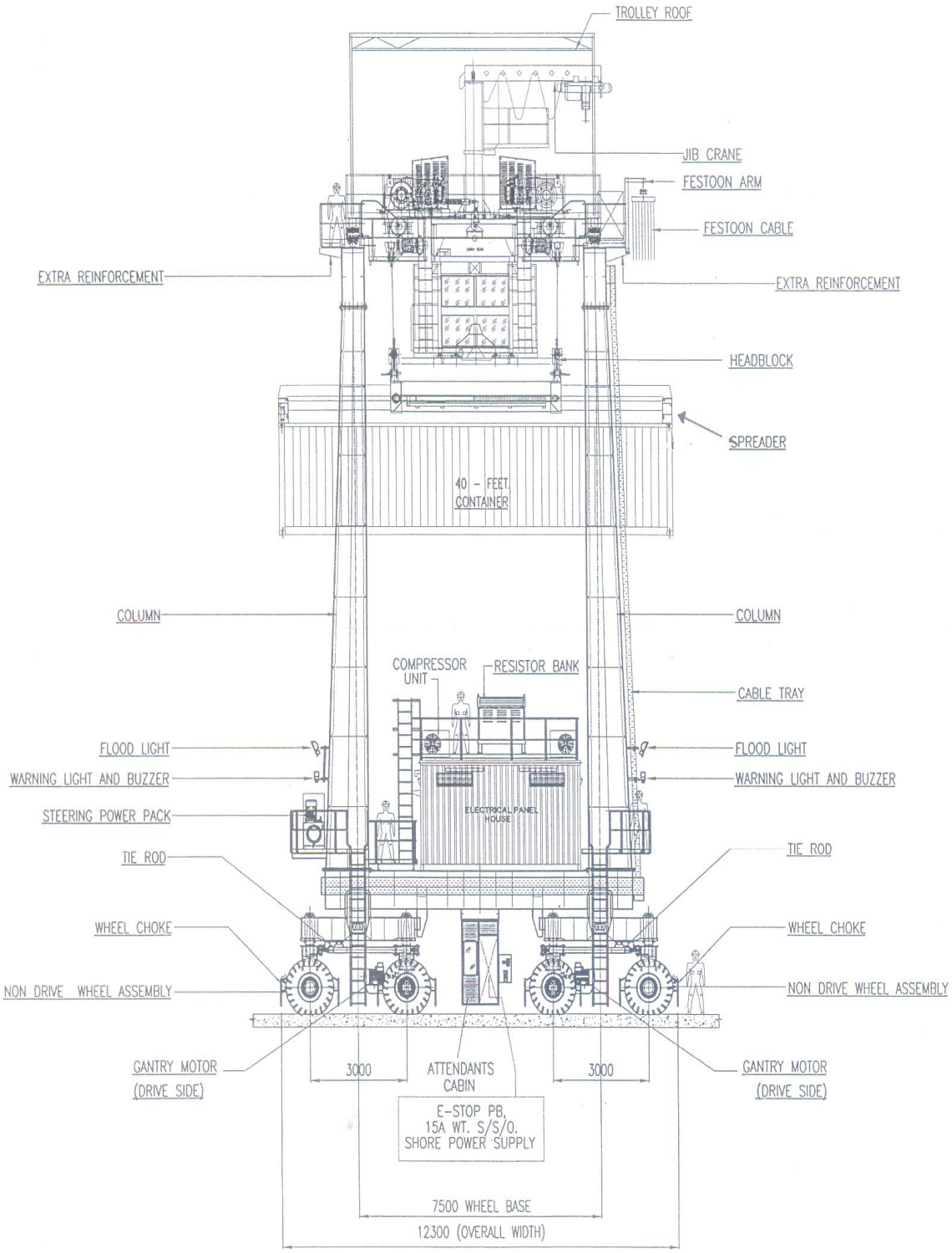
Other details : General arrangements are shown in the following drawings :-



FOR TENDER PURPOSE ONLY

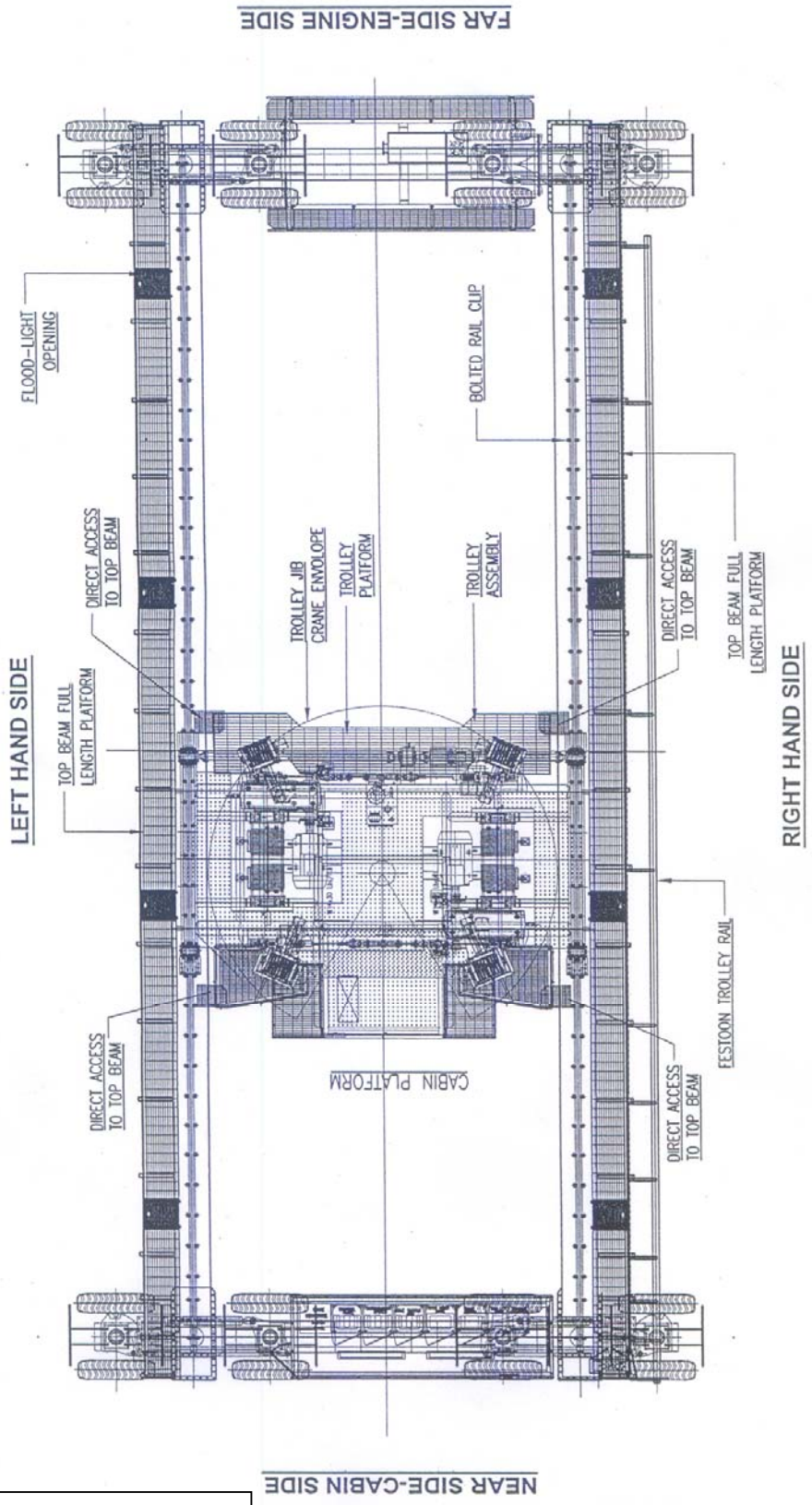


FAR SIDE VIEW - DIESEL ENGINE SIDE



NEAR SIDE VIEW - ELECTRIC PANEL SIDE

FOR TENDER PURPOSE ONLY



GENERAL ARRANGEMENT OF 16 WHEELS RUBBER TYRED GANTRY CRANES

FOR TENDER PURPOSE ONLY

LIST OF ACCESSORIES / COMPONENTS / SUB-ASSEMBLIES OF RTYGCs :

Sl. No.	Name of Accessories / Components	Brief Specification	Quantity per RTYGC
1)	**Gantry Wheels**	Gantry Wheels, provided with **tubeless type Tyres** of following details: Size: 1**6.00-25 32PR** Pattern : EV188 industrial tubeless Inflation Pressure: 1000 kpa	16 Nos.
2)	**Spreader**	**Telescopic type** for handling ISO Containers (20 ft., 35 ft., 40 ft. & 45 ft.), having Double Hydraulic Power Pack (One standby unit). **Lifting Capacity** : 40 MT **Make** : NSL Engineering Pte Ltd. **Model** : 2520	1 No.
3)	**MAIN POWER SOURCE**		
	A. C. Generator	**Rating** : 675 KVA (540 KW), 415 V, 50 Hz, 3 Ph, 1500 r.p.m. **Make** : STAMFORD **Model No**. : HCM634J1	1 Unit
	Diesel Engine	**Rating** : 670 BHP, at 1500 r.p.m. **Make** : CUMMINS **Model No**. : QSX15-8 **Electric Starting System by means of Storage Battery**.	1 Unit
4)	**AUXILIARY POWER SUPPLY**		
	A. C. Generator	**Rating** : 50 KVA (40 KW), 415 V, 50 Hz, 3 Ph, 1500 r.p.m. **Make** : STAMFORD **Model No**. : UCM224F1	1 Unit
	Diesel Engine	**Rating** : 55 BHP at 1500 r. p. m. **Make** : CUMMINS **Model No**. : 4 B 3.9-G2 **Electric Starting System by means of Storage Battery**.	1 Unit

LIST OF ACCESSORIES / COMPONENTS / SUB-ASSEMBLIES OF RTYGCs :

Sl. No.	Name of Accessories / Components	Brief Specification	Quantity per RTYGC
5)	**Alternative Auxiliary Power Supply :**	Auxiliary Power Supply point to connect the RTYGCs to a Shore Power Supply Point (415 V, 3 Ph, 50 Hz).	1 Unit
6)	**Hoist Motor**	Squirrel Cage AC Motor, 95 KW, S1Duty Make : ABB Type : M3BP315MLA4	2 Nos.
7)	**Trolley Motor**	Squirrel Cage AC Motor, 35 KW, S1Duty Make : ABB Type : M3BP200MLB4	1 No.
8)	**Gantry Motor**	Squirrel Cage AC Motor, 35 KW, S1Duty Make : ABB Type : M3BP200MLB4	4 Nos.
9)	**Gear Box for Hoist Drive.**	Type : M3PHT70 R.P.M. : 850 / 24.7 Make : SEW-EURO DRIVE,	02 Nos.
10)	**Gear Box for Trolley Drive.**	Type : MC3PESF04 R.P.M. : 1625 / 43.6 Make : SEW EURODRIVE	01 No.
11)	**Gear Box for Gantry Drive.**	Type : 305176274 Make : DANA R.P.M. :	04 Nos.
12)	**Electrically operated Maintenance Crane.**	Capacity : 2.5 MP, Make : UELEX ELECTRIC CHAIN HOIST	01 No.
13)	**Hoist Wire Rope**	**25 mm. dia**, **Galvanized Steel Wire Rope**, IWRC, 6 x Fi (29) construction, TENSILE GRADE -1770 N / mm^2, Minimum Breaking Load -43.1 MT, 50 m. long. One end of all Hoist Ropes are completed with one closed swaged socket (Crosey S 502).	RHO Lay: 2 No. & LHO Lay: 2 No.
14)	**Antisway Wire Rope**	**10 mm. dia**, **Galvanized Steel Wire Rope**, IWRC, 6 x Fi (29) construction, TENSILE GRADE -1770 N / mm^2, Minimum Breaking Load - 6.0 MT, 47 m. long – **Lay RHO**.	04 No.
15)	**Gantry Brake Unit**	**Electro-magnetic Disc Brake** Type : KFB-30 Make : BAUJAAR BUILT	04 No.

LIST OF ACCESSORIES / COMPONENTS / SUB-ASSEMBLIES OF RTYGCs :

Sl. No.	Name of Accessories / Components	Brief Specification	Quantity per RTYGC
16)	**Trolley Brake Unit**	**Electro-magnetic Disc Brake** Type : KFB-30 Make : BAUJAAR BUILT	01 No.
17)	**Hoist Brake Unit**	**Thruster Brake** Type : USDB-1-500-BR-1760 Make : SIEGERLAND BREMSCH	04 No.
18)	**Antisway System**	**Hydraulic Antisway System**	1 Unit
19)	**Gantry Anti-collision Device**	**Ultrasonic Type**	2 Units

The RTYGCs have Crane Management System (for condition monitoring, fault diagnostics, service maintenance & operational data) **and Electrical Drive Control System.**

The **Electrical Control Room** is provided with computer connected with **Programmable Logic Controller (PLC)** of the RTYGCs.

Hoist, Trolley & Gantry Motions are driven by **frequency controlled AC Motor**, powered through **Inverters, Shared Speed Drives for Hoist & Gantry Motion** and separate Drive for **Trolley Motion.**

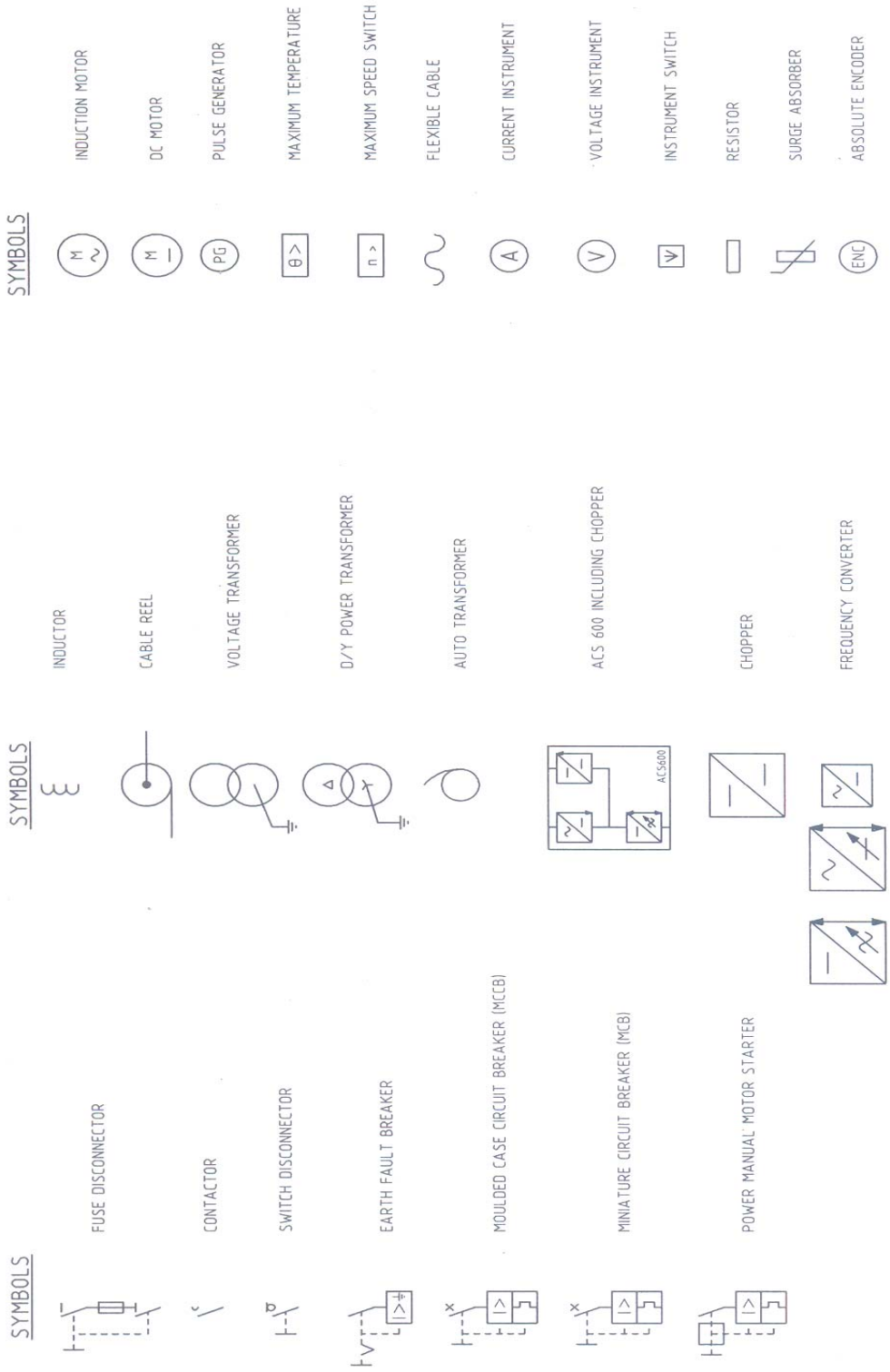
Crane Management System (CMS), Programmable Logic Controller (PLC) & **Electrical Drive Control System** (including Inverters) are of **ABB make.**

Electrical Control Room & **Operator's Cabin** are **air-conditioned**.

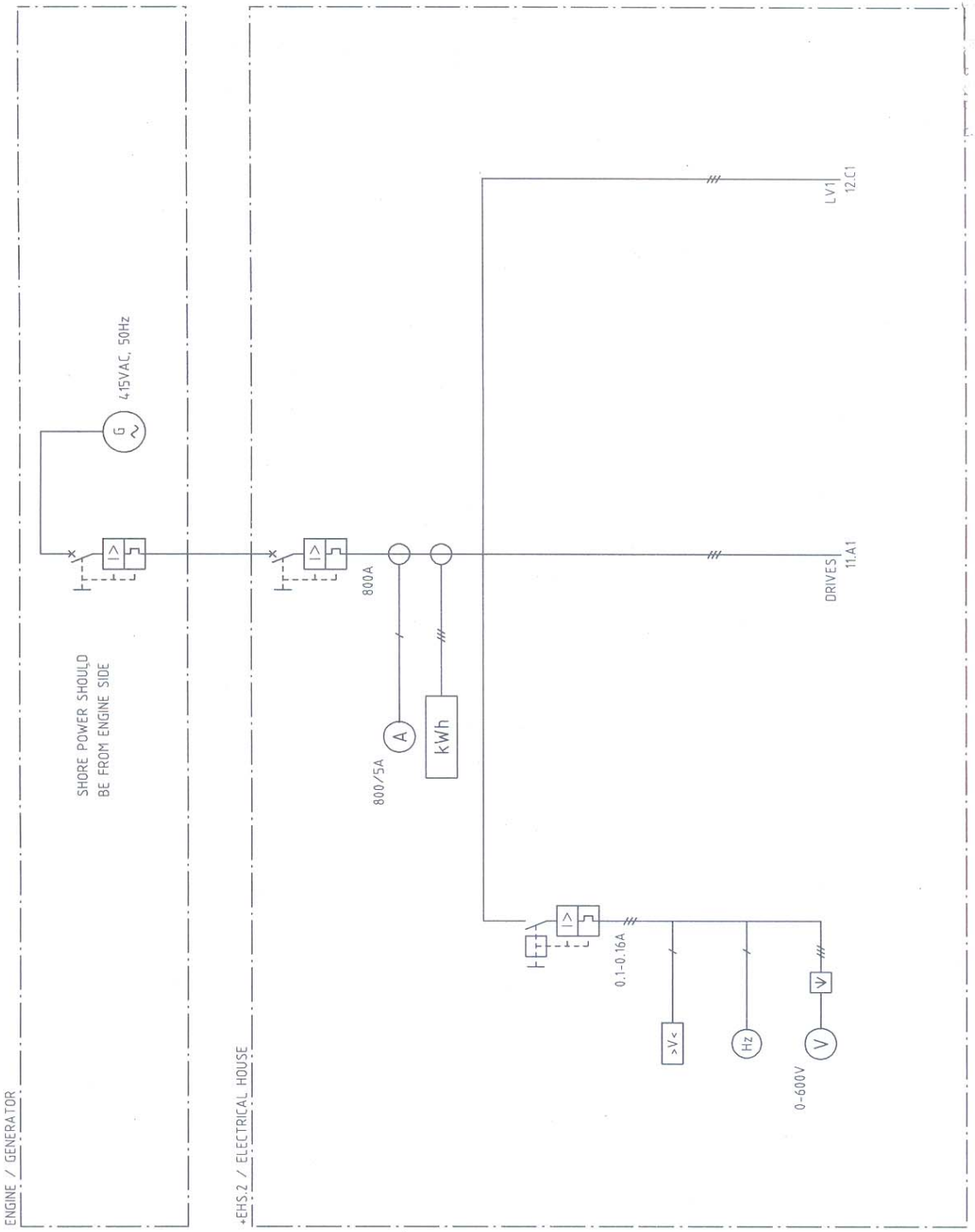
Anemometers are installed for monitoring Wind Speed and the same is displayed in the Operator's Cabin & in the Checker's Cabin. At **15 m./sec**. (54 km / Hr.) wind speed, there will be a audible alarm (warning) and at **20 m./sec**. (72 km/Hr.) the operation will cease.

Illumination System consists of **Flood Light** (450W SBML**) –** 16 Nos**.** and **Tube Light** (40W / 20W) – 14 Nos**, GLS Lamp** – 25 Nos. (approx.), **Spot Light** (250W) – 2 Nos., per RTYGC. There are also 2 Nos. **Aviation Lamp** per RTYGC.

Single Line Diagram for Electrical System is given below :-

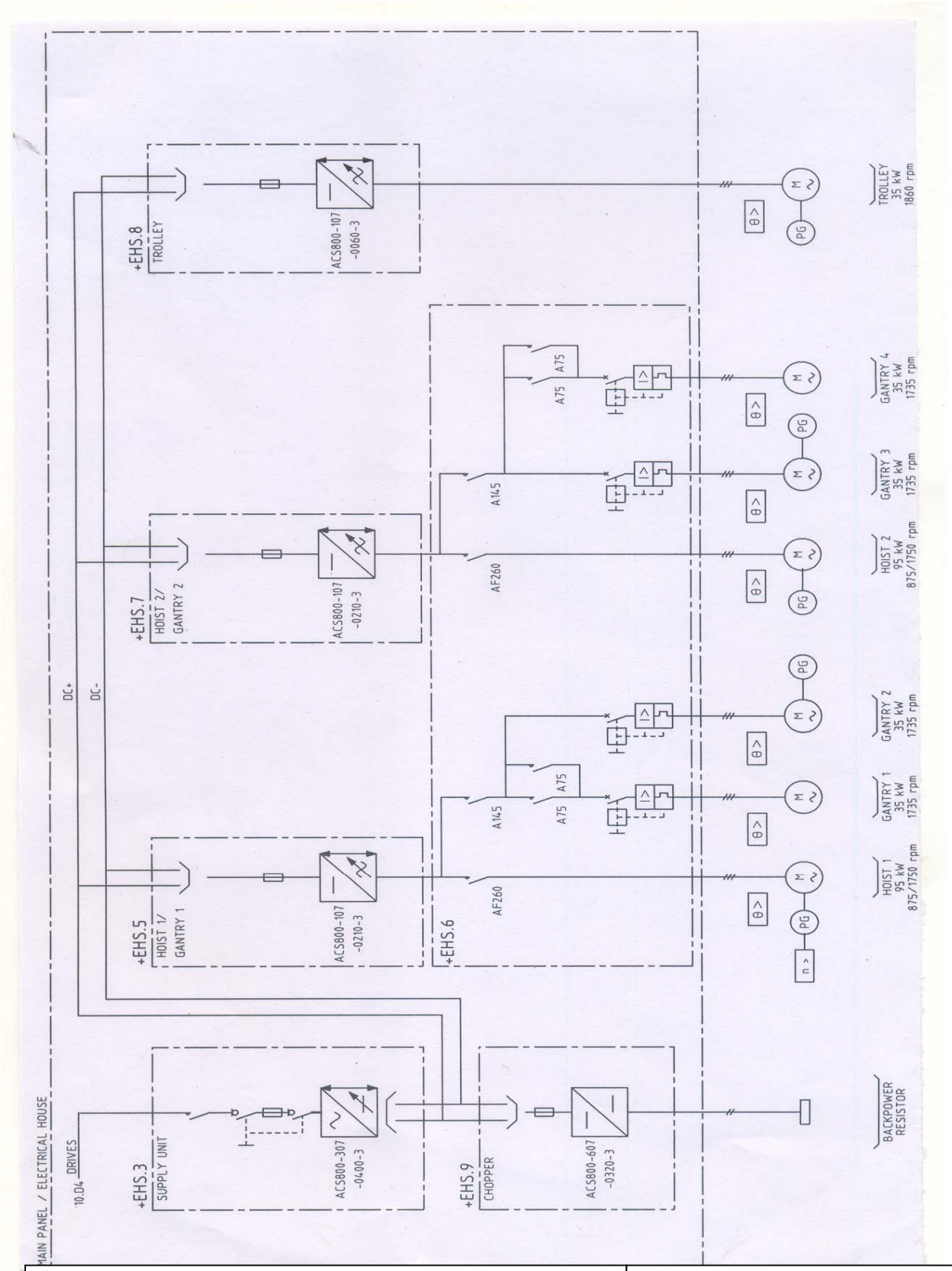


FOR TENDER PURPOSE ONLY



SINGLE LINE DIAGRAM

FOR TENDER PURPOSE ONLY



SINGLE LINE DIAGRAM- MAIN PANEL (ELECTRICAL ROOM)

FOR TENDER PURPOSE ONLY

Appendix - 6

General specification of the accessories of RMQCs

1) One **Spare Spreader**
Lifting Capacity : 40 t
Model : 2420,
Make : NSL Engineering Pte. Ltd. (RAM – Singapore).

2) One **Over height Attachment**

Type : Auto-Latching Overheight Spreader
Lifting Capacity : 40 t
Overheight Capacity : 2 m
Model : RAM 2220,
Make : NSL Engineering Pte. Ltd. (RAM – Singapore)..

3) **Lifting Beam with hook (02 Nos.) :**

Ramson Hook with Nut & Cross Head block assembly , having provision for attachment & detachment with Head Block assembly of RMQCs, for handling non-containerised cargo.
Lifting Capacity : 50 t

Appendix - 7

General specification of the accessories of RTYGCs

Standby Spreader – 01 No.

Telescopic type for handling ISO Containers (20 ft., 35 ft., 40 ft. & 45 ft.), having Double Hydraulic Power Pack (One standby unit).

Lifting Capacity : 40 t

Make : NSL Engineering Pte Ltd.

Model : 2520

Appendix - 8

Stock Position as on 31.10.2013

Sl. No.	Description	Date of receipt	Qty.	Unit Rate [as per Ledger]
1	Address Programmer (P&F)	September 29, 2011	1 No.	40,161.25
2	Analog Input Unit 1*8CH-AI-810	June 29, 2011	1 No.	80,960.00
3	Analog Input Unit Module-AI-830	June 29, 2011	1 No.	101,523.74
		July 17, 2013	2 No.	53,316.04
4	Braking Chopper NBRA-659C	June 29, 2011	1 No.	465,428.57
5	Chopper Attenuator- NRCB-01006	June 29, 2011	1 No.	167,828.57
6	Charging Registor	April 26, 2008	2 No.	18,902.90
		May 29, 2008	2 No.	18,902.90
		August 19, 2008	2 No.	18,902.90
7	Communication Interface- CIPPIO	June 29, 2011	1 No.	120,339.00
8	Communication Interface Module- CI-830	March 18, 2011	2 No.	134,194.19
		June 29, 2011	2 No.	144,220.32
9	Communication Processor (ASI Master)	September 29, 2011	1 No.	139,650.00
10	Control Panel (CDP-312R)	September 9, 2009	1 No.	US$ 450.11
		September 9, 2009	1 No.	US$ 321.63
11	Control Panel Interface- NDPI-21C	June 29, 2011	1 No.	37,928.57
12	Current Transducer Kit	January 14, 2011	2 No.	63,480.54
13	D.C. Power Supply-24V,10A	September 29, 2011	1 No.	50,350.00
14	DDCS Branching Unit (NDBU-95)	September 9, 2009	1 No.	US$ 1,927.95
		December 13, 2010	2 No.	279,800.76

Sl. No.	Description	Date of receipt	Qty.	Unit Rate [as per Ledger]
15	Digital Input Module (DI-801)	June 29, 2011	1 No.	23,749.72
		July 17, 2013	9 No.	11,802.55
16	Digital Input Module (DI-803)	July 17, 2013	6 No.	15,260.72
17	Digital Output Module (DO-801)	June 29, 2011	1 No.	28,511.22
		July 17, 2013	2 No.	14,331.90
		June 6, 2013	4 No.	14,331.90
18	Digital Output Module (DO-802)	December 13, 2010	2 No.	37,444.48
		June 29, 2011	2 No.	3,200.00
		June 6, 2013	1 No.	16,162.58
19	Discharging Resister NDBU3X4, 7K,50W	June 29, 2011	1 No.	3,749.14
20	DP/DP Coupler	September 29, 2011	1 No.	97,375.00
21	Drive Control Unit RDCU-02C	April 19, 2006	1 No.	244,657.34
		September 9, 2009	1 No.	US$ 1,586.86
		December 13, 2010	2 No.	156,335.40
		July 17, 2013	1 No.	153,331.55
22	DSU Control Board DSMB-02C	June 29, 2011	1 No.	76,885.71
23	Fan Power Supply AFPS-01C	June 29, 2011	1 No.	113,142.86
24	Frequency Converter with Chopper & Encoder	March 18, 2011	1 No.	227,290.35
25	Gate Driver Branching Card AGBB-01	September 9, 2011	1 No.	US$ 333.09
26	GDR Power Supply- AGPS-11C	September 9, 2009	1 No.	US$ 336.08
27	IGBT Module-AGDR-62C	June 29, 2011	2 No.	149,142.86
28	Main Circuit Interface (AINT-12C/14C)	June 6, 2013	1 No.	71,244.49

Sl. No.	Description	Date of receipt	Qty.	Unit Rate [as per Ledger]
29	Module Bus Cluster-TB-820V2	December 13, 2010	2 No.	53,984.64
30	Module Bus Communication-	December 13, 2010	1 No.	19,709.97
31	Module Termination Unit- TU-810V1	December 13, 2010	1 No.	15,188.10
32	Output Filter Board (AOFC-01)	September 9, 2009	1 No.	US$ 587.23
33	PLC (S7-300 CPU)	September 29, 2011	1 No.	188,100.00
34	Power Supply Board-APOW-01C	April 19, 2006	2 No.	79,113.28
		September 9, 2009	1 No.	US$ 338.36
		December 13, 2010	1 No.	50,553.88
35	Power Supply- DR-120/24, 24VDC,5A	December 4, 2012	2 No.	4,931.66
36	PPCS Branching Data Logger-APBU-44C	December 13, 2010	1 No.	282,864.62
37	Processor Unit- PM-861-K01C	June 29, 2011	1 No.	717,006.00
38	Profibus DP Interface-CI-851KO1	June 29, 2011	1 No.	262,400.00
39	Programmable Adaptor (Siemens)	September 29, 2011	1 No.	80,251.25
40	Pulse Encoder Interface/ Pulse Transmitter	June 6, 2013	3 No.	56,500.19
41	TACHO (Pulse Encoder)- POG-9	April 19, 2006	1 No.	140,000.00
42	TACHO (Pulse Encoder + FSL)-POG10	March 30, 2007	1 No.	US$ 1,629.00
43	Thyristor / Diode Module- MCD-224-20101	June 29, 2011	2 No.	100,928.57
44	TRIO-PS/ 1AC/ 24DC/2-5A	January 14, 2011	2 No.	20,350.95
45	CAL5-11 Auxiliary Contract Block with 1 NO.	December 4, 2012	2 No.	450.28
46	Auxiliary Contact- HFK-11	December 4, 2012	2 No.	712.95
47	Auxiliary Contact (CA5-01, 1NC)	June 29, 2011	2 No.	93.33
48	Auxiliary Contact (CA5-10, 1NO)	June 29, 2011	2 No.	93.33

Sl. No.	Description	Date of receipt	Qty.	Unit Rate [as per Ledger]
49	A75-40-00 220-230V, 4 Pole, 75A, AC Operated Power Contactor	December 4, 2012	2 No.	12,457.82
50	A145-30-11 (R80) 230V, 3 Pole, AC Operated Power Contactor	December 4, 2012	1 No.	24,915.65
51	AF 260-30-11 100- 250V, 3 Pole, 260	December 4, 2012	1 No.	47,279.68
52	Contractor A 16-30-10, 230 Volt, 50 Hz.	June 6, 2013	1 No.	1,209.33
53	Cable Cordaflex (SMK) -V (N) SHYOEU - J44X2.5 Yellow 0.6/1KV.	December 29, 2012	75 Mtr.	4,568.77
54	6 Core Copper Flexible Cable Size 4X70 Sq.mm + 2X35 Sq.mm 3.3 KV grade	August 16, 2010	600 Mtr.	2,876.72
55	Fiber Optic Cable-15M	January 14, 2011	6 No.	11,767.90
56	Fiber Optic Cable-20M	January 14, 2011	5 No.	14,188.41
57	Motor 475 HP/355KW (RMQC)	April 29, 2006	1 No.	980,000.00
58	Motor for Hoist Drive (RTYGC)	September 9, 2009	1 No.	US$ 25,721.00
59	E-251 Electro-Mechanical Latching Relays-E- 251	December 4, 2012	1 No.	3,001.88
60	Manual Motor Starter-MS-325-1	December 4, 2012	1 No.	4,652.93
61	Manual Motor Starter- MS-325-16	June 29, 2011	1 No.	466.67
62	S6N800/FF/3P/R800/LI Rating 800A, 3 Pole, 35 KA Moduled Case Circuit Breaker	December 4, 2012	1 No.	74,210.87
63	MCCB-200A Single Phase (230V AC) Short	December 4, 2012	1 No.	16,810.56
64	T2N160FF 3PR80 Rating 80A 3 Pole 36 KA	December 4, 2012	1 No.	9,841.89
65	OT 125F3- Switch Disconnector	December 4, 2012	1 No.	5,499.88
66	Cooling Fan Chopper	June 6, 2013	1 No.	33,084.17
67	IGBT ModulCM-150 DY-24A	June 6, 2013	3 No.	30,975.58
68	Panel Mount Platform for CDP	June 6, 2013	1 No.	44,401.72
69	Module Bus Communication Parts TB-806	June 6, 2013	4 No.	5,628.53
70	PLC Battery Unit-SB-821	June 6, 2013	1 No.	29,192.47

Sl. No.	Description	Date of receipt	Qty.	Unit Rate [as per Ledger]
71	Auxiliary Contactor- CAL-18-11B	June 6, 2013	1 No.	613.67
72	Auxiliary Contactor- CAL-18-11	June 6, 2013	2 No.	613.67
73	Auxiliary Contactor- HK-11	June 6, 2013	2 No.	689.58
74	Contractor - A-40-30-10	June 6, 2013	1 No.	5,188.54
75	Manual Motor Starter- MS-325-1.6	June 6, 2013	1 No.	4,636.63
76	Auxiliary Contractor-K-31E/N-31E	June 6, 2013	10 No.	827.23
77	Contractor A-95-30-11	June 6, 2013	1 No.	7,895.39
78	DSCB-01C Plug Connector Board	July 17, 2013	1 No.	21,568.54
79	AI801 Analog Input 1*8CH- AI-801	July 17, 2013	2 No.	34,800.42
80	TB805 Module Bus Terminator-TB-805	July 17, 2013	4 No.	5,628.53
81	Semi Conductor Fuse Link- 1250 A	August 27, 2013	6 No.	14,426.18
82	Semi Conductor Fuse Link- 1000 A	August 27, 2013	2 No.	8,039.09
83	Semi Conductor Screw Fuse Link- 2000 A	August 27, 2013	3 No.	9,698.41
84	Motor (Boom Hoist) 180 HP	July 19, 2013	1 No.	557,158.10
85	Motor (Trolly Drive) 60 HP	August 13, 2013	2 No.	182,769.13
86	Manual Motor Starter MS 325-4 setting range 2.5-4 A	February 19, 2013	1 No.	5,253.30
87	Miniature Circuit Braker (2 Amp.)	February 19, 2013	2 No.	922.00
88	Miniature Circuit Braker (40 Amp.)	February 19, 2013	2 No.	3,465.00
89	2 Pole RCCE (ELCB) F 362 40/0.03	February 19, 2013	1 No.	3,434.15
90	Miniature Circuit Braker (10 Amp.)	February 19, 2013	2 No.	772.00
91	Miniature Circuit Braker (50 Amp.)	February 19, 2013	2 No.	3,999.00

Sl. No.	Description	Date of receipt	Qty.	Unit Rate [as per Ledger]
92	Miniature Circuit Braker (63 Amp.)	February 19, 2013	2 No.	4,535.00
93	Miniature Circuit Braker (6 Amp.)	February 19, 2013	2 No.	922.00
94	Miniature Circuit Braker (20 Amp.)	February 19, 2013	2 No.	890.00
95	Miniature Circuit Braker (16 Amp.)	February 19, 2013	2 No.	772.00
96	Manual Motor Starter MS 325-6.3 setting	October 4, 2013	1 No.	5,254.00
97	Manual Motor Starter MS 325-2.5 setting	October 4, 2013	1 No.	5,254.00
98	Gear for 1st & 2nd Stage (Hoist)	April 19, 2006	1 Set	505,000.00
99	Brake Shoe (Boom)	April 19, 2006	1 Set	10,000.00
100	Seal kit for hydraulic pump (spreader)	April 19, 2006	2 Set	5,500.00
101	Seal kit for hydraulic cylinder (spreader)	April 19, 2006	2 Set	4,400.00
102	Hoist wire rope (RHO) of RMQC	November 2, 2012	1 No.	91,011.60
103	Hoist wire rope (LHO) of RMQC	June 22, 2011	1 No.	87,355.85
104	Boom Hoist Wire Rope of RMQC	September 5, 2009	1 No.	154,106.00
		October 10, 2011	3 No.	182,408.66
105	Lamella kit for coupling [for KBL237- 630X30]	January 22, 2013	1 No.	60,904.22
106	Land Pin Set	September 29, 2011	4 Set	9,609.25
107	Spherical Washer Set	September 29, 2011	4 Set	3,182.50
108	Twist Lock Sleeve	September 29, 2011	4 No.	8,027.50
109	Twist Lock Guide	September 29, 2011	16 No.	28,903.75
110	Twist Lock Cap Collar	September 29, 2011	8 No.	289.75
111	Twist Lock Cap Set (L&R)	September 29, 2011	8 Set	29,972.50
112	Twist Lock Pin and Split Collar	September 29, 2011	8 No.	52,962.50

Sl. No.	Description	Date of receipt	Qty.	Unit Rate [as per Ledger]
113	Wear Pad Set	September 29, 2011	1 Set	109,725.00
114	Telescopic Bearing Set	September 29, 2011	1 Set	12,278.75
115	Telescopic Drive Chain	September 29, 2011	2 No.	33,734.50
116	Chain Sprocket Set	September 29, 2011	1 Set	44,422.00
117	Chain Connector Link	September 29, 2011	4 No.	579.50
118	Disc spring set	September 29, 2011	2 No.	11,556.75
119	Electrical Motor Coupling Insert	September 29, 2011	1 No.	2,850.00
120	Drive Coupling	September 29, 2011	1 No.	15,532.50
121	Seal kit telescopic hydraulic motor	September 29, 2011	1 No.	6,365.00
122	Seal kit hydraulic pump	September 29, 2011	1 No.	8,740.00
123	Cross line relief valve (Telescopic)	September 29, 2011	1 No.	15,312.10
124	Hydraulic Motor (Telescopic)	September 29, 2011	1 No.	55,836.25
125	Hydraulic Actuator (Flipper-HS10)	September 29, 2011	2 No.	160,502.50
126	Hydraulic Cylinder (Twist Lock)	September 29, 2011	2 No.	16,615.50
127	Seal kit Telescopic Gear Box	September 29, 2011	1 No.	16,036.00
128	Seal Kit Twist Lock Cylinder	September 29, 2011	2 No.	3,177.75
129	Seal kit Flipper Actuator (HS-10)	September 29, 2011	1 No.	20,900.00
130	Pressure Relief Valve	September 29, 2011	1 No.	22,467.50
131	Pressure Relief Valve (Flipper)	September 29, 2011	2 No.	22,467.50
132	Solenoid Valve Telescopic	September 29, 2011	1 No.	20,586.50
133	Solenoid Valve Twist Lock	September 29, 2011	1 No.	20,586.50
134	Solenoid Valve Flipper	September 29, 2011	2 No.	20,586.50

Sl. No.	Description	Date of receipt	Qty.	Unit Rate [as per Ledger]
135	Pressure Reducing Valve Twist Lock	September 29, 2011	2 No.	20,586.50
136	Valve Solenoid Coil (Cetop-3), 230V, A.C	September 29, 2011	8 No.	3,249.00
137	Valve Solenoid Coil (Cetop-5), 230V, A.C	September 29, 2011	7 No.	4,911.50
138	In Line Cheek Valve	September 29, 2011	2 No.	6,355.50
139	Return Line Filter	September 29, 2011	2 No.	26,125.00
140	Filter Element	September 29, 2011	6 No.	8,018.00
141	Suction Strainer	September 29, 2011	3 No.	4,047.00
142	Hydrolic Hose Set	September 29, 2011	1 No.	171,000.00
143	Preasure Gauge	September 29, 2011	1 No.	5,348.50
144	Level Temp Gauge	September 29, 2011	1 No.	4,275.00
145	Limit Switch Land Pin, 230 V, AC	September 29, 2011	2 No.	10,184.00
146	Limit Switch Twist Lock, 230 V, AC	September 29, 2011	4 No.	10,473.57
147	Proximity Switch, 230 V, AC	September 29, 2011	2 No.	4,332.00
148	Relay 2 Pole, 220 V, AC	September 29, 2011	2 No.	2,166.95
149	Photo Eye Sensor	September 29, 2011	3 No.	43,339.00
150	Drag Chain Set	September 29, 2011	1 No.	67,402.50
151	Shock Absorb Set	September 29, 2011	1 No.	77,805.00
152	Tool Kit HS-10 Actuator	September 29, 2011	1 No.	8,740.00
153	Twist Lock Pin	September 29, 2011	4 No.	85,500.00
154	Castle Nut M-56	September 29, 2011	4 No.	16,055.00
155	Twist Lock Guide	September 29, 2011	4 No.	40,161.25
156	Spherical Washer	September 29, 2011	4 No.	18,715.00

Sl. No.	Description	Date of receipt	Qty.	Unit Rate [as per Ledger]
157	Support Washer A &B	September 29, 2011	4 No.	5,928.00
158	Key	September 29, 2011	4 No.	1,154.25
159	Limit Switch Twist Lock, 230 V, AC	September 29, 2011	2 No.	10,450.00
160	Relay 2 Pole, 220 V, AC	September 29, 2011	1 No.	2,166.00
161	Power Supply (S7 - 300)	September 29, 2011	1 No.	40,850.00
162	ASI 41/40 Module (P&F)	September 29, 2011	4 No.	17,005.00
163	ASI Power Supply 30 - 5 V DC Pulse	September 29, 2011	1 No.	40,812.00
164	Relay 2 Pole, 24 V, DC	September 29, 2011	4 No.	2,166.00
165	Twist Lock Pin	September 29, 2011	2 No.	60,990.00
166	Land Pin Assembly	September 29, 2011	2 No.	5,130.00
167	Twist Lock Guide	September 29, 2011	2 No.	96,282.50
168	Spacer	September 29, 2011	2 No.	2,612.50
169	Pin	September 29, 2011	2 No.	503.50
170	Upper Shoe	September 29, 2011	2 No.	12,920.00
171	Split Collar	September 29, 2011	2 No.	2,166.95
172	Twist Lock Bush	September 29, 2011	2 No.	8,312.50
173	Pinion (Lift)	April 20, 2012	1 No.	10,007.24
174	Manual Brake Releasing Cable (Lift)	April 20, 2012	2 No.	1,841.15
175	Oil Seal for Gear Box (Lift)	April 20, 2012	1 No.	192.34
176	"O" Ring (Lift)	April 20, 2012	1 No.	202.73
177	Brake Coil SEW (Lift)	April 20, 2012	1 No.	36,823.00
178	Brake Disc SEW (Lift)	April 20, 2012	1 No.	23,068.68

Sl. No.	Description	Date of receipt	Qty.	Unit Rate [as per Ledger]
179	Pressure Plate SEW (Lift)	April 20, 2012	1 No.	23,393.00
180	Up down Limit Sw fitted with arm (Lift)	April 20, 2012	1 No.	2,768.26
181	Cable Trolley Aluminium Wheel (Lift)	April 20, 2012	1 No.	12,996.10
182	Cable Trolley Guide Roller (Lift)	April 20, 2012	4 No.	5,956.60
183	Rectifier SEW (Lift)	April 20, 2012	1 No.	22,743.20
184	Limit Switch (Lift)	April 20, 2012	2 No.	2,768.26
185	Three Phase Switch (Lift)	April 20, 2012	1 No.	8,187.52
186	Intermidiate Flange (Lift)	June 5, 2011	2 No.	11,907.50
187	Heat Shrinkable type Indoor End Termination cable jointing kits 3.3 kv grade for 6 core copper flexible	October 21, 2011	2 No.	3,200.00
188	Bearing SL04 - 5034 PP	August 31, 2013	1 No.	62,790.00
189	Sliding Door - Upper Roller with Bracket	May 21, 2013	2 Set	9,182.00
190	Lower Rubber Roller	May 21, 2013	2 Set	4,897.00
191	Tensioner Belt	October 15, 2008	2 No.	22,602.68
192	Core Cooler	October 15, 2008	2 No.	12,232.37
193	Sensor Temparature	October 15, 2008	2 No.	496.44
194	Sensor Position	October 15, 2008	2 No.	2,069.28
195	Seal "O" Ring	October 15, 2008	4 No.	100.32
196	Seal "O" Ring	October 15, 2008	4 No.	923.17
197	Seal "O" Ring	October 15, 2008	6 No.	114.78
198	Seal "O" Ring	October 15, 2008	6 No.	100.32
199	Belt "V" Ribbed	January 20, 2011	3 No.	1,642.81
		March 2, 2012	2 No.	1,765.91
		August 10, 2012	2 No.	1,765.91

Sl. No.	Description	Date of receipt	Qty.	Unit Rate [as per Ledger]
200	Belt "V" Ribbed	May 20, 2008	1 No.	5,335.50
		September 27, 2012	4 No.	6,485.98
201	Belt "V" Ribbed	June 17, 2008	2 No.	389.06
202	Thermostat	October 15, 2008	2 No.	4,366.23
203	Motor Starting	January 20, 2011	1 No.	43,626.92
204	Switch Magnatic	October 15, 2008	1 No.	8,103.39
		January 20, 2011	1 No.	8,707.89
205	Injector	August 10, 2012	6 No.	79,131.36
206	Seal "O" Ring	October 15, 2008	6 No.	81.22
207	Gasket Valve Cover	October 15, 2008	2 No.	7,771.78
208	Pump Water	October 15, 2008	1 No.	28,632.62
209	Sensor PRS Temp	October 15, 2008	2 No.	8,541.06
210	Sensor PRS Temp	October 15, 2008	2 No.	18,541.06
211	Set Head Gasket	October 15, 2008	1 No.	40,228.56
212	Seal "O" Ring	October 15, 2008	2 No.	101.42
213	Seal "O" Ring	October 15, 2008	6 No.	39.22
214	Sensor Pressure	November 28, 2008	2 No.	2,462.37
215	Set Lower Engine Gasket	November 28, 2008	1 No.	35,493.95
216	Cleaner Air	July 27, 2011	2 No.	14,132.05
		March 2, 2012	4 No.	4,132.05
		October 24, 2011	2 No.	14,133.05
		August 10, 2012	4 No.	2,598.31
217	Gasket Oil Cooler Core	November 28, 2008	4 No.	353.00
		January 2, 2009	2 No.	353.00
218	PMG Kit (less AVR) HC5	November 22, 2010	1 No.	33,409.36

Sl. No.	Description	Date of receipt	Qty.	Unit Rate [as per Ledger]
219	Rectifier Kit Diodes & Mov HC6	January 19, 2010	1 No.	11,121.64
220	AVR MX 341	January 19, 2010	1 No.	33,364.95
221	Rectifier Kit Diodes & Mov UC22/27	January 19, 2010	1 No.	4,448.60
222	Alternator (Auxiliary)	January 19, 2010	1 No.	15,998.34
223	Filter Lubricating Oil	August 10, 2012	10 No.	4,517.25
		September 27, 2012	6 No.	5,340.50
224	Filter Fuel(Auxiliary)	March 2, 2012	1 No.	202.67
		September 27, 2012	4 No.	219.13
225	Catridge Lub Oil Filter	March 2, 2012	2 No.	283.17
		September 27, 2012	4 No.	307.57
226	Fuel Filter (P)	July 15, 2008	3 No.	4,523.66
227	Coolant Adittive Concentr	February 4, 2009	9 Ltr.	462.00
228	Hoist Wire Rope LHO	October 10, 2013	7 No.	22,620.00
229	Hoist Wire Rope RHO	October 10, 2013	8 No.	22,620.00
230	Anti-sway Wire Rope RHO	October 10, 2013	10 No.	3,225.55
231	Suction Filter	October 7, 2010	8 No.	4,659.72
232	Return Filter	October 27, 2010	1 No.	6,373.64
233	Suction Filter	October 27, 2010	3 No.	2,731.56
234	Return Filter	October 27, 2010	1 No.	13,390.00
235	Pressure Filter	October 27, 2010	1 No.	30,529.20
236	Inhibitor Corrosion	July 27, 2011	1 No.	2,188.54
		March 2, 2012	10 No.	2,188.54
		May 17, 2012	10 No.	2,188.54
		August 10, 2012	10 No.	2,233.36

Sl. No.	Description	Date of receipt	Qty.	Unit Rate [as per Ledger]
237	Filter Element	October 27, 2010	8 No.	3,160.04
238	Filter Element	October 27, 2010	3 No.	7,648.36
239	Filter Element	October 27, 2010	3 No.	10,122.84
240	Anemometer Cup Polycarbonate TAGA 6-1	April 3, 2013	6 No.	1,397.31
241	Module Fuel Control	October 27, 2008	2 No.	97,966.50
242	Tractyl-506	August 22, 2008	20 Ltr.	531.75
		August 10, 2012	40 Ltr.	531.75
243	Assembly Coupling	September 27, 2012	1 No.	11,551.45
244	Hose Flexible	August 10, 2012	2 No.	1,669.09
245	Hose Flexible	August 10, 2012	3 No.	1,611.70
246	Gasket Fuel Filter Cover	July 27, 2011	12 No.	22.29
247	Twist Lock Sleeve	September 29, 2011	4 No.	8,081.00
248	37 pin plug with receptacle male Insert	September 29, 2011	1 No.	65,873.00
249	37 pin receptacle with female Insert	September 29, 2011	1 No.	85,234.00
250	Limit Switch Twist Lock, 230 V, AC	September 29, 2011	4 No.	10,473.75
251	Limit Switch Land Pin, 230 V, AC	September 29, 2011	4 No.	10,473.75
252	Valve Solenoid Coil (CE TOP-3), 230 volt.	September 29, 2011	1 No.	3,253.75
253	Seal kit Twist Lock Cylinder	September 29, 2011	1 set	3,177.75
254	Seal kit Gear Box	September 29, 2011	1 set	16,036.00
255	Seal kit Hydrolic Motor	September 29, 2011	1 set	6,431.50
256	Seal kit Hydrolic Pump	September 29, 2011	1 set	8,740.00
257	Hydrolic Cylinder (Twist Lock)	September 29, 2011	1 No.	16,615.50

Sl. No.	Description	Date of receipt	Qty.	Unit Rate [as per Ledger]
258	Disc Spring Set (32 pcs.)	September 29, 2011	2 set	11,556.76
259	Chain Connector Link	September 29, 2011	2 No.	579.50
260	Motor Coupling Insert	September 29, 2011	4 No.	2,850.00
261	Land Pin set	September 29, 2011	4 set	9,609.25
262	Support Washer	September 29, 2011	4 No.	2,166.00
263	Spherical Washer	September 29, 2011	4 No.	28,903.75
264	Twist Lock Guide	September 29, 2011	4 No.	28,903.75
265	Twist Lock Cap set	September 29, 2011	4 No.	29,972.50
266	Twist Lock Pin and Split Collar	September 29, 2011	4 No.	52,962.50
267	Drive Coupling	September 29, 2011	1 No.	15,532.50
268	Chain Sprocket Set	September 29, 2011	1 set	44,422.00
269	Telescopic Drive Chain	September 29, 2011	2 No.	33,725.00
270	Telescopic Bearing Set	September 29, 2011	2 set	12,278.75
271	Cross Line Relief Valve	September 29, 2011	1 No.	15,314.00
272	Pressure Relief Valve	September 29, 2011	1 No.	22,467.50
273	Pressure Redcing Valve	September 29, 2011	1 No.	22,467.50
274	Inline Check Valve	September 29, 2011	1 No.	6,355.50
275	Return Line Filter	September 29, 2011	1 No.	26,125.00
276	Filter Element	September 29, 2011	10 No.	8,018.00
277	Suction Strainer	September 29, 2011	5 No.	4,047.00
278	Hydrolic Hose set	September 29, 2011	1 No.	171,000.00
279	Level Temperarture Gauge	September 29, 2011	1 No.	4,275.00

Sl. No.	Description	Date of receipt	Qty.	Unit Rate [as per Ledger]
280	Drag Chain set	September 29, 2011	1 No.	6,745.00
281	Shock Absorbe set	September 29, 2011	1 No.	69,160.00
282	Switch Pressure	March 2, 2012	1 No.	9,054.65
283	Separator Fuel water	March 2, 2012	4 No.	337.59
		September 27, 2012	4 No.	361.16
284	Tensioner Belt	March 2, 2012	1 No.	6,866.09
285	Thermostat	March 2, 2012	1 No.	2,242.44
286	Suction Stainer	October 20, 2011	6 No.	4,721.60
287	Return Line Filter	October 20, 2011	3 No.	30,100.20
288	Photo Eye Sensor	October 20, 2011	8 No.	54,298.40
289	Seal kit for Flipper	October 20, 2011	2 set	35,412.00
290	Delivery line Hose	October 20, 2011	9 No.	5,311.80
291	ASI 41/40 Module (P&F)	October 20, 2011	2 No.	21,129.16
292	Relay 2 pole	October 20, 2011	4 No.	2,691.31
293	Pilot Check Valve	April 10, 2012	2 No.	7,016.36
294	Pilot Check Valve	April 10, 2012	2 No.	7,766.20
295	Flow Control Valve	April 10, 2012	2 No.	7,016.36
296	Relief Valve	April 10, 2012	2 No.	7,016.36
297	Hydrolic Pump	April 10, 2012	1 No.	116,455.50
298	Solenoid Valve	April 10, 2012	2 No.	16,416.14
299	Check Valve	April 10, 2012	2 No.	1,660.36
300	Check Valve	April 10, 2012	2 No.	1,735.34

Sl. No.	Description	Date of receipt	Qty.	Unit Rate [as per Ledger]
301	Relief Valve	April 10, 2012	2 No.	21,397.22
302	Relief Valve	April 10, 2012	2 No.	14,407.64
303	Solenoid Valve	April 10, 2012	3 No.	14,589.74
304	Hydrolic Pump	April 10, 2012	1 No.	461,847.88
305	Hose Flexible	October 24, 2011	2 No.	1,704.42
		August 10, 2012	2 No.	1,811.36
306	Hose Flexible	October 24, 2011	2 No.	1,446.84
307	Breather Crankcase	May 17, 2012	4 No.	17,434.83
		June 28, 2012	4 No.	17,434.83
308	Screen Filter	May 17, 2012	2 No.	2,218.70
		August 10, 2012	2 No.	2,218.70
309	Kit Fuel Solenoid	May 17, 2012	1 No.	4,809.69
		August 10, 2012	1 No.	5,359.25
310	Sensor Pressure	May 17, 2012	1 No.	10,735.06
311	Pump Fuel Trasfer	May 17, 2012	1 No.	8,184.31
312	Gasket Support	September 27, 2012	1 No.	3,830.31
313	Motor Starting	June 9, 2012	1 No.	38,968.37
314	Dumper Vibration	June 9, 2012	4 No.	37,484.66
315	Indicator Restiction	August 10, 2012	4 No.	268.29
316	Tensioner Belt	August 10, 2012	1 No.	13,633.71
317	Gasket Fuel Pump	August 10, 2012	1 No.	1,607.80
318	Seal "O" Ring	August 10, 2012	1 No.	235.05
319	Gaer Fly Wheel Ring	August 10, 2012	1 No.	5,370.82
320	Stud	August 10, 2012	4 No.	322.78

Sl. No.	Description	Date of receipt	Qty.	Unit Rate [as per Ledger]
321	Tube Oil Supply	August 10, 2012	1 No.	5,075.81
322	Connection Exhaust Outlet	August 10, 2012	4 No.	12,476.18
323	Gasket Exhaust Outlet	August 10, 2012	8 No.	293.96
324	Harness Wiring	August 10, 2012	1 No.	7,561.52
325	Hose Plain	August 10, 2012	8 No.	778.51
326	Clamp Hose	August 10, 2012	16 No.	47.21
327	Hose Plain	August 10, 2012	4 No.	442.30
		September 27, 2012	4 No.	428.66
328	Hose Plain	August 10, 2012	2 No.	163.78
329	Hose Hump	August 10, 2012	2 No.	7,886.25
330	Clamp Spring Hose	August 10, 2012	4 No.	1,087.01
331	Gasket Thermostate	August 10, 2012	1 No.	1,287.91
332	Gasket THM Housing Cover	August 10, 2012	1 No.	1,415.50
333	Bearing NUTR 50110A INA	October 3, 2013	16 No.	4,200.00
334	Volvoline Premium Blue CH4SAE 15W40	September 6, 2013	350 Ltr.	216.79
335	Servocat 170T	October 1, 2013	172 Kg.	92.63
336	Servomesh 460	June 14, 2013	640 Ltr.	127.97
		September 6, 2013	210 Ltr.	127.97
337	Servomesh 320	June 14, 2013	355 Ltr.	122.48

Appendix - 9

SCHEDULE OF PREVENTIVE & PERIODIC / SCHEDULED MAINTENANCE / CHECKING OF RMOCs

Sl. No.	Name of the component		Nature of work	Period	Action to be taken
1.	**Elevator Unit**				
	a) Elevator	i)	Checking of function of Elevator & Rack & Pinion, Light, Fan, Emergency light, emergency exit door etc. and any external damages.	Daily	Checking, attending & rectification of defects & replacement, if required. In addition, work to be carried out as per advice of Engineer-in-Charge.
		ii)	Lubrication of Rack & Pinion and Bearings and checking of Rack & Pinion bolts.	Monthly	Greasing to be done manually and bolts to be tightened (if found loose).
		iii)	Checking of Door bolts, Guide Rollers, & Safety systems.	Weekly	Bolts to be tightened, if found loose.
	b) Motor	i)	Checking of motor terminals and junction box.	Weekly	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking of mounting bolts, coupling.	Weekly	
		iii)	Cleaning & checking of Motor Casing and noting Motor Current.	Monthly	
	c) Brake	i)	Checking of function and loose mounting, abnormal noise, vibration etc.	Daily	Attending & rectification of defects & replacement, if required. In addition, works to be carried out (including adjustment of brake- if required) as per advice of Engineer-in-Charge.
		ii)	Checking cable connection, lining wear, condition of disc, spring tension etc.	Monthly	
	d) Proximity Switch & Limit Switch	i)	Checking of Proximity Switches and Limit Switches.	Monthly	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
	e) Gear Box	i)	Checking for damage, noise, vibration, oil leak, mounting bolts & bearing temperature.	Weekly	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking of Gear Box Oil Level	Weekly	Topping up, if necessary.
		iii)	Replacement of Gear Box Oil	Yearly	Replace (use recommended oil).

Sl. No.	Name of the component	Nature of work		Period	Action to be taken
2.	Power Cable Reeling Drum (PCRD) and Trailing Cable				
	a) PCRD	i)	Visual checking for external damages, abnormal sound, loose bolts and trailing cable.	Daily	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking of function of chain drive, coupling, pendulum, guide rollers and proper winding of the cable.	Daily	
		iii)	Greasing of Bearding and lubrication of drive Chain and Sprocket.	Monthly	Lubricate properly by using recommended lubricant.
		iv)	Cleaning of slip ring and checking of carbon brush.	Half Yearly	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
	b) Motor	i)	Cleaning & Checking of mounting bolts, coupling.	Monthly	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking of motor terminals and junction box.	Monthly	
		iii)	Cleaning & checking of Motor Casing and noting motor current.	Monthly	Clean properly and note motor current.
	c) Brake	i)	Checking of function and loose mounting, abnormal noise, vibration etc.	Daily	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking cable connection, lining wear, condition of disc, spring tension etc.	Monthly	Adjust the brake if required.
	d) Gear Box	i)	Cleaning. checking for damage, noise, vibration, oil leak, mounting bolts & bearing temperature.	Weekly	
		ii)	Checking of Gear Box Oil Level	Weekly	Topping up with recommended oil (if required).
		iii)	Replacement of Gear Box Oil	Yearly	Replace (use recommended oil).
3.	**Gantry Drive & Balancer**				

Sl. No.	Name of the component	Nature of work		Period	Action to be taken
	a) Gantry Mechanism	i)	Visual checking for external damages, abnormal sound, loose bolts and overall functioning of drive mechanism.	Daily	Attending & rectification of defects & replacement, if required. In addition, works to be carried out (including realignment) as per advice of Engineer-in-Charge.
		ii)	Visual checking of Buffers, Hinge joints, Wheel flange etc.	Daily	
		iii)	Checking of alignment (if required)	Yearly	Carryout checking rectification of defects and submission the report.
	b) Motor	i)	Checking of motor terminals and junction box.	Weekly	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking of mounting bolts.	Monthly	Replace if required.
		iii)	Cleaning & checking of Motor Casing, noting Motor Current and checking of encoder function.	Monthly	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		iv)	Checking of Motor Insulation Valves & Temperature.	Monthly	
	c) Gear Box	i)	Checking for damage, noise, vibration, oil leak , overheating.	Daily	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking of mounting bolts.	Weekly	
		iii)	Checking of Gear Box Oil Level and Bearing temperature.	Monthly	Topping up with recommended oil(if required).
		iv)	Replacement of Gear Box Oil.	Yearly	Replace (use recommended oil).
	d) Coupling	i)	Checking of function and condition of spider.	Monthly	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
	e) Thruster Brake	i)	Checking of function of brake & limit switches, damages, oil leakages, mounting, abnormal noise, vibration etc.	Daily	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking cable connection, lining wear, condition of disc, spring tension etc.	Monthly	
		iii)	Checking of oil level of Thrusters.	Monthly	Top up with recommended oil (if required)
		iv)	Cleaning & checking of casing.	Monthly	

Sl. No.	Name of the component	Nature of work		Period	Action to be taken
		v)	Replacement of oil.	5 Yearly	Use recommended oil.
	f) Gantry Wheel	i)	Checking of wheels for damages, abnormal sound, and vibration.	Daily	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Greasing of Wheel Bearing.	Monthly	
		iii)	Tightening Guards mounting bolts.	Monthly	
		iv)	Checking of alignment with track rail	Yearly	Check, submit report and realign as per requirement.
	g) Balancers and Gantry Bogies	i)	Checking of an external appearance for any damage (Including buffers).	Daily	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking of function of Anti-collision sensors, warning bells and lights.	Daily	
		iii)	Checking of tightness of bolts lock plates.	Weekly	
		iv)	Greasing of Hinge Pins.	Monthly	
4.	Rail Clamp				
		i)	Checking for damage, oil leakage & function.	Daily	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking of all fasteners, limit switches condition of clamp shoe.	Weekly	
		iv)	Checking of motor terminals, cleaning of motor and noting of motor current.	Monthly	
		vi)	Checking of Oil Level	Monthly	Topping up, if necessary.
		vii)	Replacement of oil	5 Yearly	Replace (use recommended oil).
5.	**Storm Anchor**				
		i)	Check for damage (including anchor plate).	Daily	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Lubrication and functional check (on jetty).	Monthly	
6.	Pin Anchor				
		i)	Check for damage, function of limit switches, pins and condition of pockets.	Daily	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge
		ii)	Lubrication.	Monthly	

Sl. No.	Name of the component	Nature of work		Period	Action to be taken
7.	Trolley Drive				
	a) Motor	i)	Cleaning & checking of motor terminals and junction box and abnormal noise, vibration etc.	Weekly	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking of mounting bolts.	Monthly	
		iii)	Cleaning & checking of motor casing and noting motor current insulation, bearing temperature, encoder function etc.	Monthly	
	b) Gear Box	i)	Checking for damage, noise, vibration, oil leak, over heating.	Daily	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking of mounting bolts & noting of bearing temperature.	Monthly	
		iii)	Checking of Gear Box Oil Level.	Monthly	Topping up, if necessary.
		iv)	Replacement of Gear Box Oil.	Yearly	Replace (use recommended oil).
	c) Thruster Brake	i)	Checking of function of brake & limit switches, damages, oil leakages, mounting, abnormal noise, lubrication of hinges.	Daily	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Cleaning & checking cable connection.	Weekly	
		iii)	Checking of brake lining.	Monthly	
		iv)	Cleaning & checking of casing, oil level.	Monthly	Top up with recommended oil (if required)
		v)	Replacement of oil.	5 Yearly	Use recommended oil.
	d) Coupling	i)	Greasing and tightening of bolts.	Monthly	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
	e) Proximity & Limit Switches.	i)	Checking & testing of function of Proximity Switches, Limit Switches etc.	Weekly	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
	f) Trolley Wheel, Trolley Rail and Rail Clamp	i)	Checking of wheels and guide rollers for damages, noise, and vibration.	Daily	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Greasing of Wheel Bearing.	Monthly	Use recommended lubricant.

Sl. No.	Name of the component	Nature of work		Period	Action to be taken
		iii)	Tightening of guard mounting bolts.	Monthly	Tight and replace bolts (if required).
		iv)	Checking of trolley wheel condition, wear& tear, alignment etc.	Monthly	Use NDT method if required.
		v)	Checking of rail alignment, welding of rail, condition rail clamp & fixing and vibration pads.	Monthly	Realign and replace if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
	g) Trolley Structure and pulley	i)	Overall checking for damage, vibration, noise loose fasteners etc.	Daily	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking of function of Trolley Strom Lock Pin, Limit Switches, proximity switches, buffers, rope pulley etc.	Weekly	
		iii)	Checking and lubrication of rope pulley.	Monthly	Use recommended lubricant.
8.	**Spreader Cable Reeling Drum**				
	a) Reeling Drum Unit	i)	Checking for function, external appearance & damages for drum and cable.	Daily	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking tightness of cable winding, mounting bolts, slip ring cover placement.	Weekly	Tight and replace if required.
		iii)	Checking of alignment of cable drum.	Monthly	Realign as per requirement (if required).
	b) Motor	i)	Checking of motor terminals and junction box.	Weekly	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking of mounting bolts.	Weekly	Tighten if required.
		iii)	Cleaning & checking of motor casing and noting motor current.	Monthly	Clean properly and note motor current.
	d) Gear Box	i)	Checking for damage, noise, vibration, oil leak.	Daily	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.

Sl. No.	Name of the component	Nature of work		Period	Action to be taken
		ii)	Checking of mounting bolts & noting of bearing temperature.	Monthly	Tight and replace bolts if required and temperature.
		iii)	Checking of Gear Box Oil Level.	Monthly	Topping up, if necessary.
		iv)	Replacement of Gear Box Oil.	Yearly	Replace (use recommended oil).
9.	**Festoon Cable Trolley**				
10.		i)	Checking for any damage, abnormal noise, and freeness of rollers.	Daily	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking of Roller, Guide Channel, Cable and Cable Holding Clamps, Wire slings etc.	Monthly	
		iii)	Lubrication of Trolley Rollers	Quarterly	Use recommended lubricant.
11.	Spreader Unit a) Spreader				
		i)	Visual checking for damage, unusual noise (at pumps & relief valves), and function.	Daily	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking of Hydraulic Oil Level, oil condition, oil temperature and filter indicator.	Daily	Oil to be topped up & leakage to be rectified and filter element to be replaced, if required.
		iii)	Visual checking of Head Block pulleys and rope guards.	Daily	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		iv)	Checking of Pads and telescopic section guides clearance.	Weekly	Adjust if required.
		v)	Lubricate pads and twist locks.	Weekly	
		vi)	Check twists locks and landing pins (including function and indication).	Weekly	Rectify the defects and replace if required.
		vii)	Check hydraulic connections and valve blocks.	Weekly	Rectify the defects and replace if required.
		viii)	Check return line filter.	Weekly	Replace if red indication.
		ix)	Visual check of steel structure and welding.	Weekly	
		x)	Check Drag chain, tension of chain and hydraulic hose clamps.	Weekly	Adjust/ rectify the defects and replace if required.

Sl. No.	Name of the component	Nature of work		Period	Action to be taken
		xi)	Checking of flipper bolts and hydraulic actuator functions.	Weekly	Adjust/ rectify the defects and replace if required.
		xii)	Check buffer bolts tightness.	Weekly	Tight and replace (if required).
		xiii)	Check and grease over height land pin and lock mechanism assembly.	Weekly	Use recommended lubricant.
		xiv)	Lubrication of Twist Lock Pin, Landing Pin, Sliding Surface.	Weekly	Greasing to be done.
		xv)	Clean all proximity and limit switches, sensors, check mounting connectors and sensing distance.	Weekly	Rectify the defects and replace if required.
		xvi)	Check Twist Lock limit switches for lock & unlock signal.	Weekly	Rectify the defects and replace if required.
		xvii)	Check Twist Lock limit switches for landing signal.	Weekly	Rectify the defects and replace if required.
		xviii)	Check Twist Lock limit switches for head block lock & unlock signal.	Weekly	Rectify the defects and replace if required.
		xix)	Check Proximity Switches for i) 20’ position, ii) 35’ position, iii) 40’ position & iv) 45’ position.	Weekly	Rectify the defects and replace if required.
		xx)	Check Photo Electric Sensors – for TTDS.	Weekly	Rectify the defects and replace if required.
		xxi)	Check mounting of Spreader Junction Box, components, connection and cable gland for cables.	Weekly	Rectify the defects and replace if required.
		xxii)	Lubrication of Hydraulic Cylinder Bearing & exposed Rod.	Monthly	Cleaning of Piston Rod & greasing.
		xxiii)	Checking of Wearing Pads.	Monthly	Replace, if required.
		xxiv)	Checking and greasing of Sprocket bearing.	Monthly	Use recommended lubricant.
		xxv)	Lubricate telescopic chain.	Monthly	Use recommended lubricant.
		xxvi)	Lubricate Twist Lock cylinder hinge.	Monthly	Greasing to be done.
		xxvii)	Checking of Hydraulic Hose clamps.	Monthly	Tight or replace (if required).
		xxviii)	Cleaning the Hydraulic tank breather.	Monthly	Replace if required.
		xxix)	Checking of disc spring.	Monthly	Replace if required.
		xxx)	Check route and clamping of all sensor cables.	Monthly	

Sl. No.	Name of the component	Nature of work		Period	Action to be taken
		xxxi)	Clean and connecters of all slave units.	Monthly	
		xxxii)	Check connection and plug mounting screws of all solenoid coils.	Monthly	
		xxxiii)	Check photo electric sensors for TDS	Monthly	Rectify the defects and replace if required.
		xxxiv)	Check mounting and laying of spreader head block cable.	Monthly	
		xxxv)	Thorough checking of Drive Chain.	Quarterly	Clean, lubricate and adjust the tension.
		xxxvi)	Thorough checking of Twist Lock guide, spherical washer, sleeve etc.	Quarterly	Dismantle, check, crack and replace, if required.
		xxxvii)	Checking of welding joints & tightness of all Fasteners.	Quarterly	All the bolts to be tightened.
		xxxviii	Cleaning of Hydraulic Tank and replacement of Hydraulic Oil.	Yearly	Hydraulic Tank & Strainer to be cleaned and replace with recommended oil.
		xxxix)	Replace Twist Lock Pins, Split Collars and Spherical washers.	Yearly	Replace.
	b) Motor	i)	Checking of motor terminals and junction box.	Weekly	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking of mounting bolts, coupling.	Weekly	Replace if required.
		iii)	Cleaning & checking of motor casing and noting motor current.	Monthly	
	c) Gear Box	i)	Checking for damage, noise, vibration, oil leak, over heat etc.	Daily	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking of mounting bolts.	Weekly	Tight mounting bolts and replace (if required).
		iii)	Checking of Gear Box Oil Level.	Monthly	Topping up, if necessary.
		iv)	Replacement of Gear Box Oil.	Yearly	Replace (use recommended oil).
	d) Hydraulic Pump	i)	Check for noise, vibration, abnormal sound.	Daily	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Clean and check casing, mounting bolts tightness.	Monthly	Tight and replace bolts if required.

Sl. No.	Name of the component	Nature of work		Period	Action to be taken
	h) Head Block	i)	Visual checking for damage.	Daily	
		ii)	Check mounting of Junction Box	Weekly	Tight mounting bolts and replace (if required).
		iii)	Check cable connecters of slave units	Weekly	Rectify the defects and replace if required.
		iv)	Check mounting of all components.	Weekly	Tight mounting bolts and replace (if required).
		v)	Check all connections (except ASI bus).	Weekly	
		vi)	Check cable glands for all cable entering in Junction Box.	Weekly	Rectify the defects and replace if required.
		vii)	Check Cable Gland of main socket box in spreader JB (for spreader to head frame connection) and tight ness of mounting bolts.	Weekly	Rectify the defects and replace if required.
		viii)	Check clamping and laying of spreader to head block cable.	Weekly	Rectify the defects and replace if required.
		ix)	Check connections and plug mounting screws of all solenoid coils.	Weekly	Tight mounting bolts and replace (if required).
		x)	Check Filament type Indicating Lamps- clean the glass and check connector.	Weekly	Rectify the defects and replace if required.
		xi)	Checking of Lock Pins and greasing.	Monthly	Replace if required.
		xii)	Cleaning, checking of Welding Structure of Load Bearing areas.	Quarterly	Use NDT method and works to be carried out as per advice of Engineer-in-Charge
12.	**Boom & Girder Structure**				
		i)	Visual checking for any damage or malfunctioning of Rail, End Buffers, Ropes, Rope Clamps & Pulleys, Pivots & Hinges, Front Stay & Pylon, Micro Motion Machineries, Snag Load Devices, Pylon locking pins, Turn Buckle , Cotter pins, TLS mechanism etc. including loose or missing fasteners, walk ways etc.	Daily	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.

Sl. No.	Name of the component	Nature of work		Period	Action to be taken
		ii)	Checking of micro motion machinery – ACME thread stroke, Load cell mounting, rope fasteners, and Gear Box oil level.	Weekly	Tight the fasteners and top up Gear Box Oil, if required.
		iii)	Lubrication of ACME thread & checking of brakes.	Monthly	Cleaning & greasing of ACME and adjustment of Brakes, if required.
		iv)	Lubrication of Pulleys & checking of freeness.	Monthly	Greasing to be done.
		v)	Checking for tightness of all Hinge Lock Plates & Rope Fasteners.	Monthly	All bolts to be tightened.
		vi)	Lubrication of all Hinge Joints.	Monthly	Greasing to be done.
		vii)	Checking of Hand Rails and Walkways.	Monthly	Attending & rectification of defects & works to be carried out as per advice of Engineer-in-Charge.
		viii)	Checking of Snag Load Cylinders.	Monthly	
		ix)	Checking of function of Boom & Girder Lights, Aviation Light, Lighting Arrester etc.	daily	Rectify the defects and replace if required.
		x)	Checking of cable, cable tray, mounting etc.	Monthly	
		xi)	Replacement of Gear Box Oil (TLS)	Yearly	Replace with recommended oil.
13.	**Front Pylon, Back Pylon Front Stay and Back Stay**				
		i)	Checking of lock plate fixing bolts, condition of lock plate, pins etc.	Weekly	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking of function of limit switches, actuators etc.	Weekly	
		iii)	Lubrication of hinge pins.	Monthly	
14.	**Boom Hoist and Main Hoist Unit**				
	a) Hoist Rope and Rope Drum	i)	Visual checking for external appearance, abnormal sound & damage (including wire ropes).	Daily	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking for tightness of Main Hoist & Boom Hoist winch Drum Rope Clamps.	Weekly	Rectify the defects and replace if required.
		iii)	Lubrication of Hoist Drums bearings.	Monthly	

Sl. No.	Name of the component	Nature of work		Period	Action to be taken
		iv)	Checking for any damage of Main Hoist Ropes.	Weekly	
		v)	Checking of damages of Boom Hoist Rope.	Monthly	
		vi)	Greasing of Main Hoist Rope noting of diameter and damage.	Monthly	
		vii)	Greasing of Boom Hoist Rope.	Quarterly	
		viii)	Checking of all welding joints & Hoist Drive Machineries alignment.	Half Yearly	Re-aligned repair structure (if required).
		ix)	Through cleaning, Checking and Greasing of Main Hoist wire Ropes.	Quarterly	Clean check and replace if required.
		x)	Through cleaning, Checking and Greasing of Boom Hoist wire Ropes.	Yearly	Replace if required.
	b)Motor (Boom Hoist and Main Hoist)	i)	Checking for any abnormal sound, over heating and function of cooling fan.	Weekly	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking of motor terminals and junction box.	Weekly	Clean and tight loose bolts (if required).
		iii)	Checking of mounting bolts.	Monthly	Tight or replace if required.
		iv)	Cleaning & checking of Motor Casing and noting Motor Current.	Monthly	
		v)	Greasing of Motor Bearing.	Yearly.	Grease properly.
	c) Gear Box	i)	Checking for damage, noise, vibration, over heating, oil leakage.	Daily	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking of mounting bolts & noting of temperature.	Monthly	
		iii)	Checking of Gear Box Oil Level.	Monthly	Topping up, if necessary.
		iv)	Replacement of Gear Box Oil.	Yearly	Replace (use recommended oil).
	d)Multi-disc Coupling	i)	Visual checking of damage, abnormal noise, vibration.	Daily	Attending & rectification of defects & replacement of shims, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking of tightness of coupling bolts.	Weekly	

Sl. No.	Name of the component	Nature of work		Period	Action to be taken
	e)Barrel Coupling	i)	Visual checking of damage, abnormal noise & vibration, loose or missing bolts. etc.	Daily	Attending & rectification of defects & replacement of shims, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking of tightness of coupling bolts.	Weekly	Tight with proper torque.
		iii)	Greasing of coupling.	Monthly	Use recommended lubricant.
	f)Thruster Brake	i)	Checking of function of brake & limit switches, damages, oil leakage, mounting, abnormal noise, vibration etc.	Daily	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking of cable connection, lining wear, condition of disc, spring tension etc.	Monthly	Torque and stroke length to be adjusted and lining to be replaced (if required).
		iii)	Checking of oil level of Thruster.	Monthly	Top up with recommended oil (if required)
		iv)	Cleaning & checking of casing.	Monthly	
		v)	Replacement of oil.	5 Yearly	Use recommended oil.
	g)Boom Hoist emergency Brake	i)	Checking of function of brake & limit switches, damages, oil leakages, mounting, abnormal noise.	Daily	Attending & rectification of defects & replace defective bolts, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking cable connection, lining wear.	Weekly	
		iii)	Checking of stroke.	Monthly	Adjust (if required).
		iv)	Changing of Oil	Annually	Replace (use recommended oil).
	h)Rotary Switch, Cam Limit Switch, Tacho & Over Hoist Connection	i)	Visual checking for external damage and function of switches.	Daily	Attending & rectification of defects & replace, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking of electrical connection.	Monthly	
15.	**E.O.T. Service Crane**				
		i)	Checking for any damage & abnormal sound.	Weekly	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking of function with load and without load.	Monthly	Functional checking.
		iii)	Checking of motor terminals and junction box and noting of motor current.	Monthly	Rectify the defects and replace if required.

Sl. No.	Name of the component	Nature of work		Period	Action to be taken
		iv)	Lubrication of wire rope, open gears.	Quarterly	Lubricate properly with recommended lubricant.
		v)	Lubrication of bearings, open gears and.	Half yearly	Lubricate properly with recommended lubricant.
		vi)	Checking of gear box oil level.	Half yearly	Top up with recommended oil (if required).
		vii)	Checking welding joints of load bearing areas & tightness of bolts.	Yearly	Use NDT method if required.
		viii)	Replacement of Gear Box Oil	Yearly	Use recommended oil.
		ix)	Checking of motor bearing, carbon brush, slip ring etc.	Yearly	Replace if required.
		x)	Checking of transmission shaft and bearing.	Yearly.	Replace if required.
		xi)	Greasing and checking of festoon cable trolley and cable.	Yearly.	
		xii)	Checking of function of brake & limit switches, damages, oil leakages, mounting, abnormal noise, vibration, condition of brake lining etc.	Half Yearly.	Rectify the defects and replace if required.
		xiii)	Replacement of Thruster Oil.	5 yearly	Replace with recommended oil.
16.	**Machinery Room and E.House (panel room) and Operator's Cabin**				
		i)	Visual checking for external appearance for any damage, leakage and cleaning.	Daily	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking of exhaust fan function, light, door lock, hinge, door seal, emergency light etc.	Weekly	
		iii)	Checking of side wall and roof structure and mounting structure.	Half yearly.	

Sl. No.	Name of the component	Nature of work		Period	Action to be taken
17.	**Machinery Room Ventilation Fan**				
		i)	Checking, for damage, vibration and abnormal sound.	Daily	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking of bearing temperature, lubrication of bearing, Cleaning of blades & casing, mounting bolts, gap between blade and casing, position and displacement of drive shaft etc,	Monthly	
18.	**Centralized Lubrication System.**	i)	Checking for external appearance & damage of Motor, Pump, Pressure Gauge, Dose Feeder, Pipe lines and function of the system.	Daily	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking for any abnormal noise and leakage.	Weekly	Pump, Motor & Coupling to be checked.
		iii)	Checking & cleaning of valves and filter element.	Monthly	Filters to be replaced, if required.
		iv)	Thorough checking of Grease Lines & tightness of fasteners.	Quarterly	Tightening of bolts & leakage rectification, replacement of pipes..
		v)	Cleaning of motor, checking of motor terminals, junction box, limit switches & noting motor current.	Monthly	
		vi)	Checking of mounting bolts, coupling, grease flow (at grease point) and gear box oil level.	Monthly	
		vii)	Checking of Gear Box Oil.	Quarterly	Top up if required with recommended oil.
		viii)	Replacement of Gear Box Oil.	Annually	Use recommended oil.
19.	**Operator's Cabin and Checkers Cabin**				
		i)	Checking of Fault Indication Panel.	Daily	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking of Master Controller & Push Button.	Daily	
		iii)	Checking of Amplifier of Public Address System & Intercom.	Daily	
		iv)	Checking of Emergency Stop Push Button.	Daily	
		v)	Checking overall lighting.	Daily	

Sl. No.	Name of the component	Nature of work		Period	Action to be taken
		vi)	Checking of Load Cell Display & Wind Speed Display.	Daily	
		vii)	Checking of function of cooling system	Daily	
		viii)	Cleaning of cabin	Daily	
		ix)	Cleaning of filter of cooling system.	Monthly	
		x)	Checking of Door Locks, Seals, Hinges, function of wipers and Glass Seals.	Monthly	
		xi)	Mounting structure of Cabins.	Half Yearly	Rectify defects in consultation with Engineer-in-Charge.
20.	**Primary and Secondary Structure**				
		i)	Checking of all hand rails, stair case, ladders, walk ways etc.	Quarterly.	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking of tightness of all HSFG bolts	Yearly	Tightening to be done as per recommendation. Replace damaged bolts.
		iii)	Visual checking of welding structure at load bearing arrears.	Yearly	Check and submit report. If required use NDT method (as applicable) and attend rectification work as per advice of Engineer-in-Charge.
21.	**Anemometer**		Checking (including Functional Check) of Audible Alarm.	Monthly	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
22.	**Major Structural Joints**		Checking of all joints and bent structural members, Operator's Cabin, Checker's Cabin, Trolley Paths & other related jobs.	Yearly	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
23.	**Painting**		Cleaning, buffing, primary painting (2 coats) and finish painting (2 coats).		Patch painting matching existing colour to be done as per requirement.
24.	**Electrical Maintenance (Miscellaneous)**				

Sl. No.	Name of the component	Nature of work		Period	Action to be taken
		i)	Checking of all Emergency Push Buttons.	Weekly	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking of Interlocking Operation.	Weekly	
		iii)	Checking of PLC Panels, Transformer panel.	Daily	
		iv)	Cleaning and checking of function of AC machines (at E. House & Operator cabin).	Monthly	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge (including charging of cooling gas and replacement of filter).
		v)	Cleaning of all panels (with blower), panel filters and checking of mounting, base structure etc.	Monthly	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge (including replacement of filter).
25.	**50 t Hook**				
		i)	Checking for external damage, loose bolts and function	Monthly	
		ii)	Cleaning of structure and greasing of bearing.	Monthly	Use recommended oil and filter.
26.	**General Electrical Maintenance**				
		i)	Checking of incoming voltage in E. Room	Daily	
		ii)	Checking of drive display unit alarm	Daily	Reset (if required)
		iii)	Checking of function of ISU and Inverter unit.	Daily	
		iv)	Checking of function of Main Hoist cam limit switch, over speed limit switch and gravity limit switch.	Daily	
		v)	Checking of function of Boom Hoist cam limit switch and over speed limit switch.	Daily	
		vi)	Checking of function of H.T cable reeling drum pendulum limit switch.	Daily	
		vii)	Checking of Boom Hoist upper and lower slow down function.	Daily	

Sl. No.	Name of the component	Nature of work		Period	Action to be taken
		viii)	Checking of power termination connection.	Weekly	
		ix)	Checking of control termination connection.	Weekly	
		x)	Checking of motor temperature sensor connection.	Weekly	
		xi)	Checking of functions of all emergency stop buttons	Weekly	

Appendix – 10

SCHEDULE OF PREVENTIVE & PERIODIC / SCHEDULED MAINTENANCE / CHECKING OF RTYGCs.

Sl. No	Name of the Components / Sub-assemblies / System	Nature of work	Periodicity	Actions to be taken
1.	**Gantry Drive System** :			
	a) Tyre, Rim & Air Intake Valves.	i) Checking of external appearance & any damage	Daily	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		ii) Air Pressure of Tyres	Weekly	Adequate air pressure to be assured.
	b) Wheel Axle	i) Checking of condition & any damage.	Daily	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		ii) Checking of oil level.	Monthly	Topping up, if necessary.
		iii) Changing of Axle Oil	Yearly	-----
	c) Bearing	i) Checking for noise & vibration.	Daily	Replacement, if necessary, or other action to be taken, as per advice of Engineer-in-Charge.
		ii) Checking of temperature rise.	Weekly	
		iii) Lubrication of Wheel Bearings.	Monthly	------
	d) Wheel Guard	Checking of damage	Daily	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
	e) Gear Box & Mountings	i) Checking for Noise & Vibration	Daily	
		ii) Checking for temperature rise of Bearings.	Weekly	
		iii) Checking of damage	Daily	
		iv) Checking of Gear Box Oil Level.	Monthly	Topping up, if necessary.
		v) Changing Gear Box Oil.	Yearly	----
	f) Motor	i) Noting Motor Current	Monthly	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		ii) Checking of Motor Casing.	Daily	
		iii) Checking of tightness of motor terminals & temperature sensor connections.	Weekly	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		iv) Checking of insulation resistance.	Half-yearly	
		v) Checking of Mounting & Assembly Bolts	Monthly	
		vi) Cleaning of Motor with Vacuum Cleaner/blowing with dry compressed air.	Monthly	----
	g) Brake	Adjustment of Brake	Monthly	----

	h) Coupling	Checking of damage	Daily	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
	i) Anticollision Sensor	Functional Check	Monthly	
	j) Lubrication system	i) Functional Check	Monthly	
		ii) Greasing	Monthly	-----
2.	**Trolley Drive:**			
	a) Motor	i) Noting Motor Current	Monthly	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		ii) Checking Motor Casing	Daily	
		iii) Checking of tightness of motor terminals & temperature sensor connections.	Weekly	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		iv) Checking of insulation resistance.	Half-yearly	
		v) Checking of Mounting & Assembly Bolts.	Monthly	
		vi) Cleaning of Motor with Vacuum Cleaner/Blowing with dry compressed air.	Monthly	-----
	b) Gear Box & Mountings	i) Checking for Noise & Vibration.	Daily	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		ii) Checking for temperature rise of Bearings.	Weekly	
		iii) Checking of Damage.	Daily	
		iv) Checking Gear Box Oil Level.	Daily	Topping up, if necessary.
		v) Changing Gear Box Oil.	Yearly	-----
	c) Brake	Adjustment of Brake.	Monthly	-----
	d) Coupling	Checking of damage.	Daily	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
	e) Proximity Switch & Limit Switch	Checking of Forward / Reverse Proximity Switch and End Limit Switch.	Monthly	
	f) Wheel	i) Checking of damage, alignment, etc.	Monthly	
		ii) Checking of abnormal noise.	Daily	
		iii) Checking for Trolley Rail Bolts.	Monthly	
		iv) Lubrication of bearings.	Monthly	----

	g) Lubrication System	i)	Functional Check	Monthly	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		ii)	Greasing	Monthly	-----
3.	**Anti-sway System with Rope, Cylinder, etc.**	i)	Checking of external appearance & damage of Wire Rope.	Daily	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking of Rope Sheave & Socket end.	Daily	
		iii)	Checking of Power Pack for leakage of oil from hoses.	Daily	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		iv)	Observing performance of Drive Mechanism as a whole.	Weekly	
		v)	Checking of Hydraulic Oil Level.	Daily	Topping up, if necessary.
		vi)	Changing Power Pack Hydraulic Oil.	Yearly	------
		vii)	Checking of Motor Current.	Monthly	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		viii)	Checking of tightness of Motor Connection.	Weekly	
		ix)	Checking of insulation resistance.	Half-yearly	
		x)	Checking of Mounting & Assembly Bolts.	Monthly	
		xi)	Checking of coupling for damage.	Monthly	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		xii)	Checking of Breather for damage.	Daily	
		xiii)	Checking of Scroll Drum for damage.	Daily	
		xiv)	Greasing the Rope.	Monthly	-----
		xv)	Lubrication of Scroll Drum Bearing.	Monthly	----
		xvi)	Lubrication of rope sheaves.	Monthly	----
4.	**Skewing / Tilting System**	i)	Lubrication of skew.	Yearly	----
		ii)	Checking of Power Pack for leakage from Cylinder Seals & Hoses.	Daily	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		iii)	Checking of Skewing / Tilting Cylinder and Mechanism for damages & leakages.	Daily	

		iv)	Checking of Potential Meter on the Cylinder & overhauling of the system.	Yearly	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		vi)	Checking of Cylinder Connection Points.	Monthly	
		vii)	Lubrication of Hinge Points	Monthly	-----
5.	**Hoisting System:**				
	a) Motor	i)	Noting Motor Current	Monthly	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking Motor Casing	Daily	
		iii)	Checking tightness of motor terminals & temperature, sensor connections.	Weekly	
		iv)	Checking of insulation resistance.	Half-yearly	
		v)	Checking of Mounting & Assembly Bolts.	Monthly	
		vi)	Cleaning of Motor with Vacuum Cleaner / Blowing with dry compressed air.	Monthly	------
	b) Coupling	Checking for damage.		Daily	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
	c) Gear Box & Mounting	i)	Checking of Noise & Vibration.	Daily	
		ii)	Checking for temperature rise of Bearings.	Weekly	
		iii)	Checking of damage.	Daily	
		iv)	Checking of Gear Box Oil Level.	Daily	Topping up, if required.
		v)	Changing Gear Box Oil.	Yearly	----
	d) Cooling Fan	i)	Functional Checking.	Daily	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		ii)	Cleaning.	Monthly	--- -
	e) Hoist Wire Rope, Rope Fastening, Rope Drum, etc.	i)	Checking of external appearance & damage.	Daily	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking of Drum condition.	Daily	
		iii)	Checking for condition of all Sheaves.	Weekly	
		iv)	Lubrication of rope sheaves.	Monthly	----

		v)	Checking for condition of Rope End Sockets.	Weekly	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		vi)	Dressing, checking & measuring of Wire Rope.	Quarterly	
		vii)	Greasing Wire Rope.	Monthly	----
		viii)	Greasing Hoist Drum.	Monthly	---
	f) Brake / Limit Switch	i)	Functional Check	Daily	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking of damages.	Daily	
		iii)	Cleaning, lubrication & adjustment of Brake.	Monthly	
	g) Rotary Switch	Checking of damages.		Monthly	
	h) Weight / Cam Switch	Checking of damage.		Monthly	
	i) Tacho & Over Hoist Connection.	i)	Functional Check.	Daily	
		ii)	Checking of damage.	Daily	
	k) Lubrication system	i)	Functional check.	Monthly	
		ii)	Greasing.	Monthly	----
6.	**Steering System**	i)	Checking of Power Pack for leakage of oil from cylinder & hoses.	Daily	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking of Hydraulic Oil Level.	Daily	Topping up, if necessary.
		iii)	Changing of Power Pack Hydraulic Oil.	Yearly	-----
		iv)	Checking of Motor Current.	Monthly	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		v)	Checking of tightness of Motor Connection.	Monthly	
		vi)	Checking of insulation resistance.	Half-yearly	
		vii)	Checking of Mounting & Assembly Bolts.	Monthly	
		viii)	Checking of coupling for damage.	Monthly	
		ix)	Checking of Breather for damage.	Daily	
		x)	Checking of Duplex Cylinder, Tie Rod & Pivot Pin.	Daily	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		xi)	Lubrication of Hinge Point.	Monthly	------

		xii)	Checking position & Locking Limit Switch.	Daily	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		xiii)	Lubrication System Functional Check & Greasing.	Monthly	---
		xiv)	Observing performance of system as a whole.	Weekly	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
7.	**Main Diesel Generator Set :**				
	a) Diesel Tank	i)	Checking of Diesel Fuel Level.	Daily	Topping up, if necessary
		ii)	Cleaning of Diesel Fuel Tank.	Monthly	------
	b) Diesel Engine	i)	Carrying out "B" Check Servicing, including replacement of Engine Oil & replacement of Oil Filter.	Every 625 hours run or 6 months, whichever is earlier.	------
		ii)	Carrying out "C" Check Servicing, including replacement of coolant filter & coolant, replacement of fuel filters, replacement of air cleaner element, adjustment of valve & injector and checking of belt tensioner.	Every 1500 hours run or 1 year, whichever is earlier.	-------
		iii)	Carrying out "D" Check Servicing.	Every 3000 hours run or 2 years, whichever is earlier.	------

		iv)	Carrying out "E" Check Servicing.	Every 10,000 hours run or 5 years, whichever is earlier.	-----
		v)	Observing run of the engine and checking of Operator's Report.	Daily	Attending & rectification of defects & replacement, if required, as per the Operator's report. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		vi)	Checking of Engine Oil Level.	Daily	Topping up, if necessary.
		vii)	Checking of Engine Coolant Level.	Daily	Topping up, if necessary.
		viii)	Checking of Battery condition.	Daily	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		ix)	Visual checking for damages, leaks, look out for Frayed Belts or any abnormal noise.	Daily	
		x)	Checking of Air Cleaner.	Weekly	
		xi)	Checking of Pre-Cleaner Dust Pan.	Weekly	
		xii)	Checking of Restrictor Indicator.	Daily	
		xiii)	Changing Primary Fuel Filter.	Monthly	----
		xiv)	Checking Engine Coolant & DCA Concentration Level.	Monthly	Adding make up and changing element, if necessary.
		xv)	Changing Crank Case Breather.	Monthly	------
		xvi)	Observing performance of all safety parameters like over speed, Tacho Meter, Water Temperature, Lub Oil Temperature, Lub Oil Pressure, etc.	Daily	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		xvii)	Draining of water and sediment from Fuel Tank and Fuel Filter through Drain Cock.	Daily	-----
		xviii)	Checking for leakage of Fuel, Oil, Water & Exhaust Gas.	Daily	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
8.	**Auxiliary Diesel Generator Set :**				
	a) Diesel Tank	i)	Checking of Diesel Fuel Level	Daily	Topping up, if necessary
		ii)	Cleaning of Diesel Fuel Tank.	Quarterly	------

	b) Diesel Engine	i)	Carrying out "B" Check Servicing.	Every 250 hours or 3 months, whichever is earlier.	------
		ii)	Carrying out "C" Check Servicing, including replacement of fuel filters.	Every 500 hours run or 6 months, whichever is earlier.	------
		iii)	Carrying out "D" Check Servicing , including adjustment of valve & injectors.	Every 1000 hours run or 1 year, whichever is earlier.	------
		iv)	Carrying out "E" Check Servicing, including replacement of coolant.	Every 2000 hours run or 2 years.	------
		v)	Observing run of the engine and checking of Operator's Report.	Daily	Attending & rectification of defects & replacement, if required, as per the Operator's report. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		vi)	Checking of Engine Oil Level.	Daily	Topping up, if necessary.
		vii)	Replacement of lubricating oil & filter.	250 hours or 6 months, whichever is earlier.	-------
9.	**Telescopic Spreader**	viii)	Visual check for any damage.	Daily	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		ix)	Check for function & unusual noise.	Daily	
		x)	Checking for hydraulic oil leakage from hoses and cylinders.	Daily	
		xi)	Checking for hydraulic oil level.	Daily	Topping up, if necessary.
		xii)	Checking of all fasteners.	Weekly	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		xiii)	Checking of Twist locks & Land pins.	Weekly	

		xiv)	Checking of all hydraulic connections and Hose clamps.	Weekly	
		xv)	Checking of Drag chain .	Weekly	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		xvi)	Cleaning & checking of the structure and Hydraulic tank.	Monthly	
		xvii)	Cleaning & checking of the hydraulic System (Rust preventive to be applied, if necessary).	Monthly	
		xviii)	Dismantling & checking for any crack or damage and lubrication of Twist Lock Assembly (To be re-assembled after lubrication).	Monthly	- ---
		xix)	Checking of motor coupling.	Monthly	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		xx)	Checking for damage & lubrication of wear pads.	Monthly	
		xxi)	Checking of gear box oil level.	Monthly	Topping up, if necessary.
		xxii)	Checking of guide bolts.	Monthly	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		xxiii)	Checking of return line filter.	Monthly	
		xxiv)	Observing performance of the hydraulic valves and the system.	Monthly	
		xxv)	Checking of all linkage, hinges & chains and lubrication.	Monthly	
		xxvi)	Checking of pump & motor base bolts and tightening.	Monthly	
		xxvii)	Cleaning of hydraulic breather.	Monthly	----
		xxviii)	Checking of disc spring.	Monthly	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		xxix)	Lubrication of idler wheel bearing.	Monthly	-----
		xxx)	Checking of telescopic positions and adjustment.	Monthly	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		xxxi)	Lubrication of all sliding surfaces and Hydraulic Cylinder End Bearing & Piston Rod.	Monthly	-----
		xxxii)	Replacement of Gear Box oil.	Yearly	-----

		xxxiii)	Replacement of hydraulic oil & filter.	Yearly	----
		xxxiv)	Checking of all load bearing areas for crack with MP Test.	Yearly	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		xxxv)	DP/MP Test of Twist Lock Pin and replacement of Pin, Split Collar & Spherical Washer, if required.	Yearly	-----
10.	**Electrical System**	i)	Checking all lighting and sockets.	Daily	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking all connectors / relays.	Daily	
		iii)	Checking wiring tightness.	Monthly	
		iv)	Checking Joint Box Terminal.	Monthly	
		v)	Checking (including functional check) of Warning Bells and Flashing Lights, mounted on the structure of the RTYGCs, near ground level.	Daily	
11	**Cooling System**	Functional Check and Cleaning		Monthly	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
12	**Operator's Cabin**	i)	Checking of Fault Indication Panel .	Daily	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking of Master Controller & Push Button.	Daily	
		iii)	Checking of Amplifier of Public Address System & Intercom.	Daily	
		iv)	Checking of Emergency Stop Push Button.	Daily	
		v)	Checking overall lighting.	Daily	
		vi)	Checking of Load Cell Display & Wind Speed Display.	Daily	
13.	**Anemometer**	i)	Checking (including Functional Check) of Audible Alarm.	Monthly	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		ii)	Checking of Wind Speed Display – both at the Operator's Cabin & of the Checker's Cabin of the RTYGCs.	Daily	

14	**Major Structural Joints**	Checking of all joints and bent structural members, Operator's Cabin, Checker's Cabin, Trolley Paths & other related jobs.	Yearly	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
15.	**Miscellaneous**	i) Checking of all Emergency Push Buttons.	Daily	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		ii) Checking of Interlocking Operation.	Weekly	
		iii) Washing & Cleaning of lower portion of RTYGCs.	Monthly	------
		iv) Checking of PLC Panels.	Daily	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		v) Checking of paintings of structural parts & accessories.	Monthly	Patch painting [Primary painting (2 coats) and finish painting (2 coats)] to be done, as per requirement, after cleaning & buffing the surfaces.
16.	**Public Address System & Intercom System.**	Functional checking.	Monthly	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
17	**Electrically operated Maintenance Crane.**	i) Checking of bearing.	Quarterly	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		ii) Greasing of wire rope.	Half-yearly	
		iii) Functional check.	Monthly	

Appendix - 11

SCHEDULE OF PREVENTIVE & PERIODIC / SCHEDULED MAINTENANCE / CHECKING OF STANDBY SPREADER OF RMQCs

Sl. No.	Name of the component	Nature of work		Period	Action to be taken
1.	**Telescopic Spreader (Standby)**	i)	Overall visual checking for any damage and leakage of oil.	Daily	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Check hydraulic connections and valve blocks.	Weekly	Rectify the defects and replace if required.
		iii)	Check Drag chain, tension of chain and hydraulic hose clamps.	Weekly	Adjust/ rectify the defects and replace if required.
		iv)	Checking of flipper bolts and hydraulic actuator functions.	Wely	Adjust/ rectify the defects and replace if required.
		v)	Check buffer bolts tightness.	Weekly	Tight and replace (if required).
		vi)	Lubrication of Twist Lock Pin, Landing Pin, Sliding Surface.	Weekly	Greasing to be done.
		vii)	Clean all proximity and limit switches, sensors, check mounting connectors and sensing distance.	Weekly	Rectify the defects and replace if required.
		viii)	Check Twist Lock limit switches for lock & unlock signal.	Weekly	Rectify the defects and replace if required.

Sl. No.	Name of the component	Nature of work		Period	Action to be taken
		ix)	Check mounting of Spreader Junction Box, components, connection and cable gland for cables.	Weekly	Rectify the defects and replace if required.
		x)	Lubrication of Hydraulic Cylinder Bearing & exposed Rod.	Monthly	Cleaning of Piston Rod & greasing.
		xi)	Checking of Wearing Pads.	Monthly	Replace, if required.
		xii)	Checking and greasing of Sprocket bearing.	Monthly	Use recommended lubricant.
		xiii)	Lubricate telescopic chain.	Monthly	Use recommended lubricant.
		xiv)	Lubricate Twist Lock cylinder hinge.	Monthly	Greasing to be done.
		xv)	Checking of Hydraulic Hose clamps.	Monthly	Tight or replace (if required).
		xvi)	Cleaning the Hydraulic tank breather.	Monthly	Replace if required.
		xvii)	Checking of disc spring.	Monthly	Replace if required.
		xviii)	Check route and clamping of all sensor cables.	Monthly	
		xix)	Clean and check cable connecters of all slave units.	Monthly	
		xx)	Check connection and plug mounting screws of all solenoid coils.	Monthly	
		xxi)	Check photo electric sensors for TDS	Monthly	Rectify the defects and replace if required.

SCHEDULE OF PREVENTIVE & PERIODIC / SCHEDULED MAINTENANCE / CHECKING OF OVERHEIGHT ATTACHMENT OF SPREADERS OF RMQCs

Sl. No.	Name of the component	Nature of work		Period	Action to be taken
1.	**Over Height Attachment of Spreaders**	i)	Clean, check and grease land pin assembly.	Weekly	Attending & rectification of defects & replacement, if required. In addition, works to be carried out as per advice of Engineer-in-Charge.
		ii)	Clean check and grease lock mechanism.	Weekly	
		iii)	Operate manually and check the function of all systems.	Weekly	
		iv)	Check the tightness of all fasteners.	Weekly	
		v)	Grease the sliding assembly.	Monthly	Use recommended lubricant.
		vi)	Visual checking of structure and welding.	Quarterly	If required use NDT method.

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SCHEDULE OF PREVENTIVE & PERIODIC / SCHEDULED MAINTENANCE / CHECKING OF STANDBY SPREADER OF RTYGCs

Sl. No	Name of the Components / Sub-assemblies / System	Nature of work	Periodicity	Actions to be taken
1.	**Telescopic Spreader (Standby)**	i) Visual check for any damage.	Daily	Attending & rectification of defects & replacement, if required.
		ii) Checking for hydraulic oil leakage	Weekly	Charge.
		iii) Checking for hydraulic oil level.	Weekly	Topping up, if necessary.
		iv) Checking of all fasteners.	Weekly	Attending & rectification of defects & replacement, if
		v) Cleaning & checking of the structure	Monthly	In addition, jobs to be carried out as per advice of Engineer-in-
		vi) Cleaning & checking of the hydraulic System (Rust preventive to	Monthly	
		vii) Dismantling & checking for any crack or damage and lubrication of Twist Lock Assembly (To be	Monthly	- ---
		viii) Checking of motor coupling.	Monthly	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		ix) Checking for damage & lubrication	Monthly	
		x) Checking of gear box oil level.	Monthly	Topping up, if necessary.
		xi) Checking of guide bolts.	Monthly	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-
		xii) Checking of return line filter.	Monthly	

		xiii) Observing performance of the	Monthly	Charge.
		xiv) Checking of all linkage, hinges &	Monthly	
		xv) Checking of pump & motor base	Monthly	
		xvi) Cleaning of hydraulic breather.	Monthly	----
		xvii) Checking of disc spring.	Monthly	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		xviii) Lubrication of idler wheel bearing.	Monthly	-----
		xix) Checking of telescopic positions and adjustment.	Monthly	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in-Charge.
		xx) Lubrication of all sliding surfaces and Hydraulic Cylinder End Bearing	Monthly	-----
		xxi) Replacement of Gear Box oil.	Yearly	-----
		xxii) Replacement of hydraulic oil &	Yearly	----

Sl. No	Name of the Components / Sub-assemblies / System	Nature of work	Periodicity	Actions to be taken
		xxiii) Checking of all load bearing areas for crack with MP Test.	Yearly	Attending & rectification of defects & replacement, if required. In addition, jobs to be carried out as per advice of Engineer-in- Charge.
		xxiv) DP/MP Test of Twist Lock Pin and replacement of Pin, Split Collar & Spherical Washer, if required.	Yearly	-----

Appendix -13

Prevailing Schedule of Rent of KoPT's land and buildings at Haldia

The details of prevailing schedule of Rent of KoPT's land and buildings at Haldia notified in the Gazette of India Extraordinary (Part III Section 4) on 8 March 2011 vide Gazette No.47, may be seen at **Schedule of Rent for Land, Warehouses and Buildings** given at www.kolkataporttrust.gov.in

The above has been modified/ supplemented by the following :-

Corrigendum (passed on 2nd May 2011 by TAMP) notified in the Gazette of India Extraordinary (Part III Section 4) on 31 May 2011 vide Gazette No. 120 (as informed by TAMP's letter no. TAMP/7/2010-KOPT dated 21.6.2011).

Order (passed on 26th July 2011 by TAMP) notified in the Gazette of India Extraordinary (Part III Section 4) on 17 August 2011 vide Gazette No. 189.

Order (passed on 14th February 2012 by TAMP) notified in the Gazette of India Extraordinary (Part III Section 4) on 1 March 2012 vide Gazette No. 52 (as informed by TAMP's letter no. TAMP/62/2011-KOPT dated 2.3.2012).

The aforesaid Orders/Corrigendum can be seen/downloaded at http://tariffauthority.gov.in.

Appendix - 14

General Conditions Of Contract

1. DEFINITIONS

1.0	In the contract, as here in after defined, the following words and expressions shall have the meaning herein assigned to them, except where the context otherwise required.	
1.1	"Employer" or "Board" or "Trustees" means of the Board of Trustees for the Port of Calcutta, a body corporate under Section 3 of the Major Port Trusts Act, 1963, including their successors, representatives and assigns.	Employer
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.	Chairman
1.3	"Successful vendor" means the person or persons, Firm or Company whose tender/offer has been accepted by the Trustees and includes the Successful vendor's representatives, heirs, successor and assigns, if any, permitted by the Board/Chairman.	Successful vendor
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 Successful vendor, to act as Engineer for the purpose of the Contract, in place of the "Engineer" so designated.	Engineer
1.5	"Engineer's Representative" means any subordinate 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.	Engineer's Representative
1.6	"Work" means the work to be executed in accordance with the Contract and includes authorised "Extra Works" and 'Excess Works" and "Temporary Works".	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 godowns, platforms and bins for stacking building materials, gantries, temporary tracks	Temporary works

	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 the works i.e. (Bill 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.	Extra works and Excess works
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.	Specification
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.	Drawings
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.	Contract
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 works.	Constructional Plant
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.	Site
1.14	"Contract Price" means the sum named in the letter of acceptance of the Tender/Offer of the Successful vendor, subject to such additions thereto and deductions therefrom as may be made by the Engineer under the provisions here in after contained.	Contract Price
1.15	"Month" means English Calendar Month.	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).	Excepted Risks

1.17	Word importing the singular only, also includes the plural and vice-versa where the context so requires.	Singular/Plural
1.18	The heading 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.	Headings/ Marginal Notes.
1.19	Unless otherwise stipulated the word "Cost" shall be deemed to include overhead costs of the Successful vendor, whether on or off the site.	Cost
2.0	DUTIES & POWERS OF ENGINEER & ENGINEER'S RESENTATIVE.	
2.1	The Successful vendor shall execute, compete 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.	Engineer's Authority
2.2	The Successful vendor shall take instructions from the Engineer and subject to limitation of Clause 2.5 hereof, from the Engineer's Representative.	Authority of Engineer's Representative
2.3	*The Engineer shall have full power and authority :* (a) to supply to the successful vendor 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 successful vendor 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, alteration and modification of the work and for extra works. (d) to issue certificates as per contract. (e) to settle the claims & disputes of the Successful vendor and Trustees, as the first referee. (f) to grant extension of completion time.	Engineer's Power
2.4	*The Engineer's Representative shall :* (i) watch and supervise the works. (ii) test and examine any material to be used or workmanship employed in connection with the work. (iii) have power to disapprove any material and workmanship not in accordance with the contract and the successful vendor shall comply with his direction in this regard.	Power of Engineer's Representative.

	(iv) take measurements of work done by the successful vendor for the purpose of payment or otherwise. (v) order demolition of defectively done work for its reconstruction all by the Successful vendor at his own expense. (vi) have powers to issue alteration order not implying modification of design and extension of completion time of the work and, (vii) 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 Successful vendor.	
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 Successful vendor of any of his duties or obligations under the Contract.	Limitation of Engineer's Representative's Power
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, breaking-up thereof and re-constructing at the successful vendor's cost and the successful vendor shall have no claim to compensation for the loss sustained by him. (b) If the successful vendor 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 successful vendor, within the terms of delegation of power and authority vested in the Engineer to his Representative in writing, shall bind the successful vendor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation.	Engineer's Overriding Power
3.0	THE TENDER/OFFER AND ITS PRE-REQUISITES	

3.1	The Successful vendor shall, before making out and submitting his tender/offer, be deemed to have inspected and examined the site, fully considered all factors, risks and contingencies, which will have direct and indirect impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration:	The tender must encompass all relevant aspects/ issues.
	(a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climatic 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.	Site & Local condition.
	(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.	Drawing/Specification/ Nature & extent of work to be done.
	(c) The accommodation required for the workmen and site office, mobilisation/demobilisation and storage of all plant, equipment and Construction materials.	Accommodation for Successful vendor's men/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 at Successful vendor's cost.	Water for drinking etc. /Electrical power.
	(e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made thereunder, the rules, regulations and bye-laws of public bodies or any local or other authority by the Successful vendor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Successful vendor's failure in such compliance.	Payment of Taxes/duties and observance of all statutes.
	(f) Payment of all kinds of stamp-duty for executing the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds.	Payment of Stamp Duty by the Successful vendor.
3.2	The Successful vendor'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 Successful vendors 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	Disclosure of Owner's name.

	entered into, shall be liable to be cancelled.			
3.4	(a) Unless otherwise stipulated in the Notice Inviting Tender / Offer, every tender must be submitted with Earnest Money of the amount calculated as per the following scale.			Earnest Money and Security Deposit.
	Estimated Value of Work	Amount of Earnest Money		
		For Works Contract	For Contract of Supplying Materials or Equipment only.	Scale of E. M. Deposit
	Up to Rs. 1,00,000.00	5% of the estimated value of work	1% of the estimated value of work.	
	Over Rs. 1,00,000.00	2% of the estimated value of work subject to a maximum of Rs. 20,000/- and minimum of Rs. 5,000/-.	½% 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 the Trustees' treasurer in cash or by Banker's Cheque of any Calcutta Branch of a Nationalised Bank of India drawn in favour of Calcutta Port Trust or in the form of any "Account Payee" Draft of any Nationalised Bank of India drawn in favour of "Calcutta Port Trust" and payable at Calcutta/Haldia, as the case may be, and the receipt granted therefor be kept attached to the Tender/Offer in the Sealed Cover.			Method of Paying E.M.
	(c) Earnest Money of unaccepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalised Bank of Calcutta / Haldia.			Refund of E.M.
	(d) The enlisted (registered) Successful vendors 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 :			Exemption from E.M. to Regd. Firms
	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 tenderer 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 at the option of the Trustees.			Tender without EM liable to rejection. Forfeiture of E.M. before Acceptance of offer.
	(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 Successful vendor after cancellation of the previous Receipt of Earnest Money.			E.M. to be converted to part S.D.
	(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.			Mode of recovery of balance S.D.
	Value of Work	% of Security Deposit for works contract.	% of Security Deposit For contract of supplying materials & equipment only.	Scale of S.D. recovery.
	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 the next Rs.10,00,000/- + 5% on the balance.	1% on first Rs.10,00,000/- + ½% on the 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 Nationalised Bank of India drawn in favour of Calcutta Port Trust and payable at Calcutta/Haldia, as the case may be.	S.D. for supply contracts to be deposited in advance.
	(i) No interest shall be paid by the Trustees to the Tenderer/Successful vendor on the amount of Earnest Money/Security Deposit held by the Trustees, at any stage.	No interest payable on E.M. /S.D
3.5	(i) The Security Deposit shall be refunded to the Successful vendor 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 expiry of the said maintenance period and after the Engineer has certified the final completion of work in Form G.C.2 and the Successful vendor has submitted his "No Claim" Certificate in Form G.C.3.	Mode of refund of S.D.
	(ii) The Security Deposit/Earnest Money may be liable to forfeiture at the option of the Trustees, if the Successful vendor 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 Successful vendor under any other contract.	Forfeiture of S.D.
3.6	If stipulated in the contract as a Special Condition, the successful vendor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from Calcutta/Haldia Branch, as the case may be, of any Nationalised 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 shall be liable to forfeiture; all at the 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 Successful vendor and it shall be his sole responsibility to arrange for timely revalidation of such Bank Guarantee, failing which and for non-fulfilment of any contractual obligation by the Successful vendor, the Engineer and/or the Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally.	Bank Guarantee in lieu of Cash S.D. in certain cases

4.0	THE CONTRACT & GENERAL OBLIGATIONS OF SUCCESSFUL VENDOR	
4.1	(a) The contract documents shall be drawn-up in English language.	English language to be used
	(b) The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of the High Court at Calcutta, India, including the following Acts : 1. The Indian Contract Act, 1872. 2. The Major Port Trusts 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).	Applicability of laws on the contract
4.2	After acceptance of his Tender/Offer and when called on to do so by the engineer or his representative, the successful vendor 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 the definition of the term 'Contract' here-in-before, shall collectively be the Contract.	Successful vendor to Execute Contract Agreement.
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.	Interpretation of contract documents – Engineers' Power
4.4	Two copies of the Drawings referred to in the general and special Conditions of Contract and in the Bill of Quantities, shall be furnished by the Engineer to the Successful vendors free of cost for his use on the work, but these shall remain the property of the Trustees and hence, the Successful vendor 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.	All Drawings are Trustees' property.
4.5	The Successful vendor 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 Successful vendor's responsibility on the Engineer in any way whatsoever.	Successful vendor to prepare working / progress drawings

4.6	The Successful vendor 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 Successful vendor shall remain responsible (a) for the acts, defaults and neglect of any sub-successful vendor, his agents, servants or workmen as fully as if these were the acts, defaults or neglects of the Successful vendor 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 sub-letting under this clause.	Successful vendor cannot sub-let the work
4.7	Unless otherwise specified, the Successful vendor 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.	Successful vendors' price is inclusive of all costs
4.8	The Successful vendor 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 Successful vendor shall not be responsible for the correctness of the design or specification of the Temporary and Permanent works formulated by the Engineer; but the Successful vendor shall be fully responsible for the correct implementation thereof, as also for any design and specification prepared/proposed/used by the Successful vendor.	Successful vendor is responsible for all construction process, except for correctness of design and specification formulated by the Engineer
4.9	Whenever required by the Engineer or his representative, the Successful vendor 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 Successful vendor of any of his obligations under the contract. If for any reason the successful vendor 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.	Successful vendor to submit his programme of work

4.10	Necessary and adequate supervision shall be provided by the Successful vendor during execution of the works and as long thereafter as the Engineer or his representative shall consider necessary during the maintenance period. The Successful vendor 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 Successful vendor subject to limitation in Clause 2.5 hereof. The Successful vendor shall inform the Engineer or his representative in writing about such representative/agent of him at site.	Successful vendor to supervise the works
4.11	The Successful vendor shall employ in execution of the Contract only qualified, careful and experienced persons and the Engineer shall be at liberty to direct the Successful vendor to stop deployment of any of is staff, workmen or official at site and the Successful vendor 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.	Successful vendor to deploy qualified men and Engineer's power to remove Successful vendor's men
4.12	The Successful vendor 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 successful vendor 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.	Successful vendor is responsible for line, level, setting out etc.
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 successful vendor 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 Successful vendor at his own cost as per instruction and to the satisfaction of the engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer, shall be recoverable from the successful vendor 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 Successful vendor'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 Successful vendor during such repairs and replacement in the maintenance period.	Successful vendor is responsible to protect the work

4.14	The Successful vendor 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 Successful vendor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/or to any person including the Successful vendor's workmen. Cost of Insurance Cover, if any, taken by the Successful vendor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract.	Successful vendor is responsible for all damages to other structures / persons caused by him in executing the work.
4.15	The Successful vendor shall immediately inform the Engineer's Representatives 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.	Fossils, Treasure troves, etc. are Trustees' property
4.16	The Successful vendor shall be deemed to have indemnified the Trustees against all claims, demands, actions and proceedings and all costs arising therefrom on account of: (a) Infringement of any patent right, design, trademark or name or other protected right, in connection with the works or temporary work. (b) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work. (c) Unauthorised obstruction or nuisance caused by the successful vendor in respect of Public or Private 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 Successful vendor'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 successful vendor's plants and materials. (f) The Successful vendor'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.	Successful vendor to Indemnify the Trustees against all claims for loss, damage, etc.

4.17	Debris and materials, if obtained by demolishing any property, building or structure in terms of the Contract shall remain the property of the Trustees.	Dismantled materials Trustees' property
4.18	The Successful vendor'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 Successful vendor's men or those of his agency. (d) Making arrangements for deployment of all labourers and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary. (e) Making arrangements in or around the site, as per the requirements of Calcutta Municipality Corporation or other local authority or the Engineer or his Representative, for preventing (i) spread of any infectious disease like smallpox, cholera, plague 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 Successful vendor's or his Sub-Successful vendor's workmen, (iv) deployment of workmen of age less than 16 years.	Successful vendor's quoted rates/price must be all inclusive
4.19	Every direction or notice to be given to the Successful vendor shall be deemed to have been duly served on or received by the Successful vendor, if the same is posted or sent by hand to the address given in the tender or to the Successful vendor's Site Office or in case of Trustee's enlisted successful vendor to the address as appearing in the Trustee's Register or to the Registered Office of the Successful vendor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or despatch.	Notice to Successful vendor.
4.20	The Successful vendor and his Sub-successful vendor 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.	Successful vendor not to publish photograph or particulars of work

4.21	The Successful vendor 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 Successful vendor 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 Successful vendor shall be liable to the Trustees for any delay or expense incurred by reason of such default.	Successful vendor to provide facilities to outsiders
4.22	The work has to be carried out by the Successful vendor causing the minimum of hindrance for any maritime traffic or surface traffic.	Work to cause minimum possible hindrance to traffic movement
4.23	All constructional plants, temporary works and materials when brought to the site by the Successful vendor, shall be deemed to be the property of the Trustees who will have lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer or his Representative.	Trustees' lien on Successful vendor's Plant & Equipment.
5.0	COMMENCEMENT, EXECUTION AND COMPLETION OF WORK.	
5.1	The Successful vendor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Successful vendor's tender/offer by the Trustees or within such preliminary time as mentioned by the Successful vendor in the Form of Tender or the time accepted by the Trustees. The Successful vendor 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 successful vendor.	Preliminary time to commence work and maintenance of steady rate of progress
5.2	The Successful vendor 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 Successful vendor.	Successful vendor's site office

5.3	Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the successful vendor 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 successful vendor, then the Engineer or his Representative shall order and the successful vendor 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 successful vendor from any of his obligations. The Engineer's decision in this regard shall be final binding and conclusive.	Successful vendor to observe Trustees' working hours
5.4	Unless stipulated otherwise in the contract, all materials required for the work shall be procured and supplied by the successful vendor 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.	Successful vendor to supply all materials as per requirement of the Engineer or his representative
5.5	Unless stipulated otherwise in the contract, all materials, workmanship and method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the material and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.	Materials & Works
5.6	Samples shall be prepared and submitted for approval of the Engineer or his representative, whenever required to do so, all at the Successful vendor's cost.	Successful vendor to submit samples for approval
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 Successful vendor.	Successful vendor to arrange all testing at his own cost.
5.8	Regarding the supply of any materials by the Trustees to the successful vendor in accordance with the contract, the following conditions shall apply;	

	(a) The Successful vendor 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.	The Successful vendor shall account for and look after the Trustees' materials
	(b) Being the custodian of the Trustees' materials, the successful vendor 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 Successful vendor 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.	Successful vendor to compensate for loss and damage to Trustees' materials
	(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 Successful vendor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Successful vendor shall, however, communicate his requirement of such materials to the Engineer from time to time.	Delay in supply of Trustees' materials will only entitle the Successful vendor for extension of completion time of work
	(d) Unless stipulated otherwise in the contract, the value of the Trustees' materials issued to the successful vendor shall be recovered from the successful vendor's bills and/or any of his other dues, progressively according to the consumption thereof on the work and/or in the manner decided by the Engineer or his representative and at the rate/s stipulated in the contract. These rates shall only be considered by the successful vendor in the preparation of his tender/offer and these will form the basis of escalation/variation, if in future the successful vendor 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.	Recovery from Successful vendor for Trustees' materials under normal circumstances
	(e) If the Engineer decides that due to the successful vendor's negligence, any of the Trustees' materials issued to the successful vendor has been – (i) lost or damaged, (ii) consumed in excess of requirement and (iii) wasted by the successful vendor in excess of normal wastage, then the value thereof shall be recovered from the successful vendor'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.	Recovery from Successful vendor for Trustees' materials under other circumstances.

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 Successful vendor shall comply with such order at his own expense and within the time specified in the order. If the successful vendor fails to comply, the Engineer shall be at liberty to dispose any such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the successful vendor and after giving him a written prior notice of 7 days.	Successful vendor to replace materials/work not acceptable to the Engineer or his Representative
5.10	No work shall be covered up and put out of view by the successful vendor without approval of the Engineer or his Representative and whenever required by him, the successful vendor 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 successful vendor. 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.	Successful vendor to seek approval of Engineer or his Representative before covering up any portion of work
5.11	On a written order of the Engineer or his Representative, the successful vendor 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 successful vendor shall protect and secure the work to the satisfaction of the Engineer or his Representative. All extra expenses in giving effect to such order shall be considered by the Trustees, unless such suspension is – (a) otherwise provided for in the contract, or (b) necessary by reason of some default on the part of the successful vendor, or (c) necessary by reason of climatic conditions on the site, or (d) necessary for proper execution of the works or for the safety of the works or any part thereof. The Engineer shall settle and determine such extra payment and/or Extension of completion time to be allowed to the successful vendor, as shall, in the opinion of the Engineer, be fair and reasonable.	Successful vendor to suspend work on Order from Engineer or his Representative

5.11.1	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 successful vendor in writing and the successful vendor shall stop further works in compliance of the same. The Successful vendor shall not be entitled to any claim for compensation for underived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer in the original specifications, drawings, designs and instructions.	
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 successful vendor 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 taken over and/or used by the Trustees, the Successful vendor shall on application be entitled to partial completion certificate in the Form G.C.1 indicating the portion of the work covered by it, so that the Successful vendor'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.	Completion Certificate G.C.1.
6.0	TERMS OF PAYMENT :	
6.1	No sum shall be considered as earned by or due to the Successful vendor 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 advance, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Successful vendor's unfulfilled contract condition, if any.	All interim payments are advances till issue of Certificate in Form G.C.2
6.2	All payments shall be made to the Successful vendor only on the basis of measurements 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 decides any other rate for change in the scope of work or omission, if any, on the part of the Successful vendor.	Payment on the basis of measurements at agreed rates.

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.	Limitation for on account payment
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 Successful vendor 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 Successful vendor or his Agent shall sign the Measurement Book at the end of such Measurements over the Successful vendor's Rubber Stamp as a token of acceptance of all such measurements, recorded above and prior to such signature. If the Successful vendor or his Agent fails to participate even after 3 days written notice from the Engineer's Representative, the measurement shall be taken ex-parte by the Engineer's Representative and those shall be accepted by the Successful vendor.	Recording of measurements
6.5	Based on the quantum of work and the value thereof computed in the Measurement Book, the Successful vendor 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 Successful vendor; but he will obtain the abstracts of quantities, amounts and recoveries to type out the bill.	Successful vendor to prepare and submit his bills

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 Successful vendor, 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,	Advance payment against Non-perishable materials

	(iii) a formal agreement has been drawn up with the successful vendor, under which the Trustees secure a lien on the successful vendor's materials, (iv) the materials are safe-guarded by the successful vendor against losses, shortage and misuse due to the successful vendor postponing the execution of the work or otherwise, (v) in the event of storage of such materials within the Trustees' protected areas in the Docks, the successful vendor shall submit an Indemnity Bond in the proforma and manner acceptable to Trustees' whereby the successful vendor 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 Successful vendor 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 Calcutta/Haldia Branch of any Nationalised Bank or a Schedule 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 successful vendor'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 Successful vendor duly discharged by the Engineer on behalf of the Trustees.	
6.7	No certificate of the Engineer or his representative shall protect the Successful vendor against or prevent the Trustees from obtaining repayment from the Successful vendor, in case the Engineer or his representative should overcertify for payment or the Trustees should over-pay the Successful vendor on any account.	Recovery for wrong and over payment
6.8	No claim for interest shall be admissible or payable to the Successful vendor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Successful vendor 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.	Interest not admissible to Successful vendor

7.0	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 successful vendor in fulfilment of his obligation under the contract.	Quantities in Bill of Quantities of Tender
7.2	The Engineer shall have the power to order the Successful vendor in writing to make any variation of the quantity, quality or form of the works or any part thereof that may, in his opinion, be necessary and the Successful vendor 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	Engineer's power to vary 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.	Variation by engineer do not vitiate the contract
7.4	Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work upto 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 Successful vendor 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.	Where written order for variation is not needed

7.5	(a) The Successful vendor 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.	Payment for extra or additional or omitted work or substituted work Engineer's powers

8.0	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 commotion or other special circumstances of any kind beyond the control of the Successful vendor, cause delay in completing the work, the successful vendor 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 Damage" Clause (No.8.3 hereof) on the Successful vendor and his decision shall be binding on the Successful vendor. 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 communicated by the Engineer, as aforesaid.	Extension of completion time
8.2	(a) If the Successful vendor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Successful vendor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½% (half percent) of the total value of work (contract price) as mentioned in the letter 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% of the said value of work.	'Liquidated Damage' and other compensation due to Trustees
	(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 Successful vendor. The payment or deduction of such compensation/damage shall not relieve the Successful vendor from his obligation to complete the work or from any of his other obligations/liabilities under the contract and in case of the Successful vendor'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 Successful vendor, after a minimum three days notice in writing has been given to the Successful vendor by the Engineer or his Representative.	

8.3	Without being liable for any compensation to the Successful vendor, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Successful vendor there from after giving him a minimum 3 days' notice in writing, 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 Successful vendor has abandoned the contract. (ii) In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Successful vendor's lapses. (iii) The Successful vendor has failed to commence the works or has without any lawful excuse under these conditions, has kept the work suspended for at least 15 days despite receiving the Engineer's or his Representative's written notice to proceed with the work. (iv) The Successful vendor has failed to remove materials from site or to dismantle or demolish and replace work for 7 days after receiving from the Engineer or his representative the written notice stating that the said materials or work were condemned and rejected by him under these conditions.	Default of the Successful vendors remedies & powers/Terminatio n of Contract.
	(v) The Successful vendor is not executing the works 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 successful vendor 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 Successful vendor is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.	
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 Successful vendor 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 Successful vendor's risk and expense and the Successful vendor 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 Successful vendor, had he duly completed the whole of the work in accordance with the contract.	
8.3.3	Upon termination of contract, the Successful vendor shall be entitled to receipt payment of only 90% of the value of work actually done or materials actually supplied by him and subject to recoveries as per contract, 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 Successful vendor until the work is completed by other agency and the Successful vendor's liabilities to the Trustees are known in all respect.	
9.0	MAINTENANCE AND REFUND OF SECURITY DEPOSIT	
9.1	On completion of execution of the work the Successful vendor 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 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 Successful vendor 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 Successful vendor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Successful vendor in any manner deemed suitable by the Engineer.	Successful vendor's obligation for maintenance of work.

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 Form G.C.2 annexed hereto shall have been signed and issued by the Engineer to the successful vendor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Successful vendor. Previous entry on the works or taking possession, working or using thereof by the Trustees shall not relieve the Successful vendor of his obligations under the contract for full and final completion of the work.	Certificate of final completion
9.3	On completion of the contract in the manner aforesaid, the Successful vendor may apply for the refund of his Security Deposit by submitting o the Engineer (I) The Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his "No further claim" Certificate in Form G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in Form 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 Successful vendor, after making deduction therefrom in respect of any sum due to the Trustees from the Successful vendor.	Refund of Security Deposit
10.0	INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES AND ARBITRATION	
10.1	In all disputes, matters, claims, demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications, drawings, designs and instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract the decision of the Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the Successful vendor.	Engineer's decision
10.2	If, the Successful vendor 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.	Chairman's award.
10.3	If, however, the Successful vendor be still dissatisfied with the decision of the Chairman, he shall, within 15 days after receiving notice of such decision require 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.	Arbitration.

10.3.1.	If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which it was left by his predecessor.		
10.3.2	The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.		
10.3.3	The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties.		
10.3.4	The venue of the arbitration shall be either Calcutta or Haldia as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference the cost of any incidental to the reference and award respectively shall be in the discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid.		
10.3.5	The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give 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 thereunder, for the time being in force, shall apply to the arbitration proceedings under this Clause.		
10.4	The Successful vendor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decision. The Engineer also shall not withhold any payment, which, according to him, is due or payable to the Successful vendor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.		
10.5		Provided always as follows:	

	[a]	Nothing of the provisions in paragraphs 10.3 to 10.3.7 hereinabove would apply in the cases of contracts, where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs.40,00,000/-.	
	[b]	The Successful vendor 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]	Successful vendor's dispute, if any, arising only during the maintenance period, if any, stipulated in the contract, must be submitted to the Engineer, with detailed justifications in the context of contract Conditions, before the issuance of final completion certificate in Form G.C, 2. No dispute or difference on any matters whatsoever, pertaining to the Contract can be raised by the successful vendor after submission of certificate in Form G.C. 3 by him.	
	[d]	Successful vendor'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 hereinabove, on their sole discretion, by adding the names of new Arbitrators and / or by deleting the names of existing Arbitrators, without making any reference to the Successful vendor.	

Appendix - 15

Covering Letter

Dated :

To,
Manager (Admn.)
Haldia Dock Complex,
Kolkata Port Trust,
Jawahar Tower Complex,
P.O. Haldia Township,
Dist. Purba Medinipore,
Pin-721607
West Bengal

Dear Sir,

1. I/we, _____ (Name of tenderer) having examined the Tender Document and understood its contents, hereby submit our tender for …….. at Haldia Dock Complex, Kolkata Port Trust.

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

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

4. I/we 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. I/we also certify the following

a. I/we / any of the consortium member (as the case may be) have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind

b. I/we certify that in the last three years, I/We/any of the consortium members or our / their associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority/entity nor have had any contract terminated by any public authority / entity for breach on our part.

6. I/we declare that :

a) I/we have examined and have no reservations to the Tender Document, including the Addenda issued by KoPT thereon.

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

7. I/we understand that 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.

8. _____(Name of Tenderer) hereby undertakes that I/we will abide by the decision 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.

Thanking you,

Yours faithfully,

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

Name: ……..

Designation: ……..

Date : ……..

Seal

Appendix - 16

Profile Of The Tenderer

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

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

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

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

5. In case of a Consortium:

   a. The information above (1-4) should be provided for all the members of the consortium.

   b. information regarding role of each member should be provided as per table below:

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

Signature of Power of Attorney Holders ……

Name: ……

Designation: ……

Date : ……

Seal

APPENDIX- 17

Format For Power Of Attorney For Signing Of Tender

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

Dated: _____

POWER OF ATTORNEY

To whomsoever it may concern

Mr. _____ [**Name of the Person(s)**], residing at _____[**Address of the person(s)**], acting as _____ (**Designation of the person and name of the firm**), and whose signature is attested below, is hereby authorized on behalf of _____ [**Name of the Tenderer (in case of a consortium, name of the lead member)**] to sign the tender [**(Tender No. ……**and **(Tender subject- "……")]** and submit the same and is hereby further authorized to provide relevant information/ document and respond to the enquiry's etc. as may be required by Kolkata Port Trust (KoPT) in respect of the tender.

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

(Attested signature of Mr. _____)

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

Note –

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

APPENDIX- 18

Format For Power Of Attorney For Lead Member Of Consortium

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

POWER OF ATTORNEY

Whereas Haldia Dock Complex, Kolkata Port Trust("the Authority") has invited tenders from interested parties for "……..." (Tender No. ……).

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

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

of the Consortium's bid(s) for the tender and/or upon award thereof till the Agreement is entered into with the Authority.

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

IN WITNESS HEREOF WE HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……..20**

For ……

……..
(Name & Title)

For ……

……..
(Name & Title)

For ……

……..
(Name & Title)

Witnesses:

1.

2.

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

APPENDIX - 19

Joint Bidding Agreement

(To be executed on Non-Judicial Stamp Paper of at least Rs. 60/-)

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 20...

AMONGST

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

AND

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

AND

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

AND

4. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at ..... (hereinafter referred to as the "**Fourth Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)}

   The above mentioned parties of the FIRST, SECOND, {THIRD and FOURTH} PART are collectively referred to as the **"Parties"** and each is individually referred to as a **"Party**"

WHEREAS,

(A) [KOLKATA PORT TRUST, established under the Major Port Trusts Act-1963 and having Principal Office at 15,Strand Road,Kolkata-700001 (hereinafter referred to as the "**KoPT**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited offers by its Request through NIT No. ..... dated .....(the "**TENDER DOCUMENT**") for selection of successful tenderer for the contract as proposed in the said tender document.

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the tender document and other documents in respect of the work, and

(C) It is a necessary condition under the tender document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Offer.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for the purposes of jointly participating in the Tendering Process for the Work.

2.2 The Parties hereby undertake to participate in the Tendering Process only through this Consortium and not individually and/ or through any other consortium constituted for this work, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the successful tenderer and awarded the contract, it shall incorporate a special purpose vehicle (the "**SPV**") under the Indian Companies Act 1956 for entering into an Agreement with the KoPT and for performing all its obligations as the successful tenderer in terms of the Agreement for the Project.

4. Role of the Parties

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

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the tendering process and till all the obligations of the SPV shall become effective;

(b) Party of the Second Part shall be {the Technical Member of the Consortium ;}

{(c) Party of the Third Part shall be the Financial Member of the Consortium; and}

{(d) Party of the Fourth Part shall be the Operation and Maintenance Member/ Other Member of the Consortium.}

[Note: Status of the members in (b), (c) and (d) are only illustrative. More/less parties may form the Consortium and changes may be made accordingly to the JBA]

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the work and in accordance with the terms of the tender document till completion of the contract.

6. Shareholding in the SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

{Third Party:}

{Fourth Party:}

6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till completion of two years from the date of commencement of the contract, be held by the Parties of the First, {Second and Third} Part whose experience and net-worth have been reckoned for the purposes of pre-qualification in terms of the tender document.

6.3 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times till completion of two years from the date of commencement of the contract.

6.4 The Parties undertake that they shall comply with all the requirements as stipulated in the tender document vide N.I.T. No. ……. dated …….

7. Representation of the Parties

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

(a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power to enter into this Agreement with KoPT;

(b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and KoPT to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) Require any consent or approval not already obtained;

(ii) Violate any Applicable Law presently in effect and having applicability to it;

(iii) Violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

(iv) Violate any clearance, permit, concession, grant, licence or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the contract is achieved under and in accordance with the terms of the tender, in case the contract is awarded to the Consortium.

However, in case the Consortium is either not pre-qualified for the work or does not get selected for award of the contract, the Agreement will stand terminated in case the Tenderer is not pre-qualified or upon return of the Earnest Money by the KoPT to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the KoPT.

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

SIGNED, SEALED AND DELIVERED
For and on behalf of
LEAD MEMBER by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
SECOND PART by

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
THIRD PART by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
FOURTH PART by

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1. 2.

Notes:

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

————————

Appendix - 20

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

CONTAINER HANDLING ACHIEVED BY THE TENDERER CONFIRMING TECHNICAL CAPABILITY

Annual Throughput (In million TEU)

		YEAR						
	Name of Container Terminal							
Single Entity								
Consortium Member 1								
Consortium Member 2								

Instructions:

1. The single entity tenderer / each member of consortium should furnish its details in the appropriate column.

2. The description of each of the terminal shall have to be provided while giving the following details:

   (a) Location of Container Terminal

   (b) Contact details of the concerned Container Terminal(s)

   (i) Name of Contact Person(s)

   (ii) Designation(s)

   (iii) Address

   (iv) Telephone/Mobile No.

   (v) Fax

   (vi) Email

3. To be certified according to provision of Item 4.1.3(II) (e) (xi) of the Tender Document.

Signature of Power of Attorney Holder(s)……

Name: ……

Designation: ……

Date: ……

Seal:

CERTIFIED BY

Name of Chartered / Certified Accountant Firm ……

Registration Number & other details ……

Name of the Signatory……

Signature ……

Designation ……

Date ……

Seal

APPENDIX-21

Details Of Financial Capability Of The Tenderer

(In Rs. Crore)

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

Please add more rows depending upon Consortium Members.

Instructions:

1. The Single Entity Tenderer/ each members of Consortium should submit its details in the appropriate column.
2. To be certified according to provision of items 4.1.3 (II) (e) (xii) of the Tender Document.

Signature of Power of Attorney Holder(s)……

Name: ……

Designation: ……

Date : ……

Seal

CERTIFIED BY

Name of Chartered Accountant Firm ……

Registration No. & other details ……

Name of the Signatory ……

Signature ……

Designation ……

Date

Appendix - 22

THE BOARD OF TRUSTEES FOR THE PORT OF CALCUTTA

-::FORM OF TENDER::-

CONTRACT NO.: ……..

To
……
……
……
……

I/We ……of ……..having examined the site of works, inspected the Drawings and read the Specifications, General & Special Conditions of Contract and Conditions of Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specifications. Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates and prices set out in the annexed Bill of Quantities within…….. month/week from the date of order to commence the work and in the event of our tender being accepted in full or in part, I/we also undertake to enter into a Contract Agreement in the Form hereto annexed with such alterations or additions thereto which may be necessary to give effect to the acceptance of the Tender and incorporating such specification, Bill of Quantities, Drawings and Special & General Condition of Contract and I/we hereby agree that until such Contract Agreement is executed the said Specifications, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the Contract.

THE TOTAL AMOUNT OF TENDER Rs. …….. (Repeat in words) ……

* I/We require ……..days/months preliminary time to arrange and procure the materials required by the work from the date of acceptance of tender before I/we could commence the work.

(* This should be scored out in the case of Labour Contracts)

I/We have deposited with the Trustees' Financial Adviser & Chief Accounts Officer/ Manager(Finance), Haldia Dock Complex vide Receipt No. …….. of …… as Earnest Money.

I/We agree that the period for which the tender shall remain open for acceptance shall not be less than four months.

Signature of Tenderer
(Seal of the Tenderer)

Witness:

Signature:_____

Name:_____
(In Block Letters)

Name of the
Tenderer:_____

Address:_____
_____
Occupation:_____

Date:_____
Address _____
_____

APPENDIX – 23

On ₹10/- (Rupees Ten) Non Judicial Stamp Paper

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT _____

Affidavit

I_____ son of _____ aged about _____years, by faith _____ by occupation_____, residing at_____, do hereby solemnly affirm and declare as follows:

1. THAT I am the Proprietor/Partner/Director_____ having office at_____ and carrying on business on the same 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 Provident Fund Act and the said Firm has no valid Provident Fund Registration.

3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the clause no._____ of the Tender vide 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: ……

APPENDIX –24

On ₹10/- (Rupees Ten) Non-judicial Stamp Paper

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT _____

Affidavit

I_____ son of _____ aged about _____years, by faith _____ by occupation_____ residing at_____, do hereby solemnly affirm and declare as follows:

1. THAT I am the Proprietor/Partner/Director_____ having office at_____ and carrying on business on the same 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 Employees' State Insurance (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 vide 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 : .....

APPENDIX - 25

On ₹100/- (Rupees Sixty) Non-judicial Stamp Paper

Indemnity Bond

BY THIS BOND I, Shri/Smt. ----------, son/daughter of Shri/Smt. ----------, residing at ----------, by occupation ---------- , the Partner/Proprietor/Director of the Firm ----------, having it's office at----------, am a tenderer under Kolkata Port Trust (A Statutory Body under the MPT Act, 1993).

2. WHEREAS , the said Kolkata Port Trust had asked every Tenderer, who is not covered under Employees' State Insurance (E.S.I.) Act exempted to furnish an Indemnity Bond in favour of Kolkata Port trust against all damages and accidents to the labourer of the Tenderer/ Contractor.

3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Tenderer/Contractor named herein above shall indemnity 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 Tender No.---------- dated----------.

4. AND the Contractor hereunder agrees to indemnify and all times keep indemnified the Kolkata Port Trust and its administrator and representatives and also all such possible claim or demand for damages and accidents.

IN WITNESS WHEREOF I, ----------, the Partner/Proprietor/Director of the Firm ----------, hereto set and seal this the ---------- day of----------.

Appendix - 26

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

To
The Board of Trustees
for the Port of Calcutta,

BANK GUARANTEE NO …….…….. DATE ……..

Name of Issuing Bank ……..

Name of Branch ……

Address …….

In consideration of the Board of Trustees of the Port of Calcutta, a body corporate-duly constituted under the Major Port Trusts Act, 1963 (Act 38 of 1963), having agreed to exempt Shri / Messrs ……, a Proprietary / Partnership / Limited / Registered Company, having its Registered Office at …… (hereinafter referred to as "The Contractor") from cash payment of Security Deposit / payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for …….. (write the name of the work as per Work Order) in terms of the Work Order No. …….. dated …….. (hereinafter referred to as "the said contract"), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs. …….. (Rupees ……..), we, …….. Branch, Calcutta …….. / Haldia, do, on the advise of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs. …… (Rupees …….. ……..) We, …….. …… Branch, Calcutta …….. / Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We, …… …… Branch, Calcutta …….. / Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Calcutta Port Trust", without any demur. Even it there be any dispute between the contractor and the Trustees, this would be no ground for us, ……

…… (Name of the Bank), ……. Branch, Calcutta …… / Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We, …….. ……. Branch, Calcutta …….. / Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

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

3. We, …….. Branch, Calcutta …….. / Haldia, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and / or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/ fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of …… day of …… 20 …….. and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto …….. or any extension thereof made by us ……. Branch, Calcutta …… / Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

4. We, …….. Branch, Calcutta …….. / Haldia, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said contract to extend the time for full performance of the said contract including fulfilling all obligations under the said contract or to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the contractor and to forebear or enforce any of terms and conditions relating to the said contract and We, ……. Branch, Calcutta …….. / Haldia, shall not be relieved from our liability by reason of

any such variation or extension being granted to the contractor or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor 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, Calcutta …….. / Haldia.

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

SIGNATURE ……

NAME ……..

DESIGNATION ……..
(Duly constituted attorney for and on behalf of)

BANK ……..

BRANCH ……

CALCUTTA …… / HALDIA
(OFFICIAL SEAL OF THE BANK)

Appendix - 27

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

THIS AGREEMENT made this ……. day of …….. 20 …… between the Board of Trustees for the Port of Calcutta, a body corporate constituted by the Major Port Trust Act, 1963 (hereinafter called "Trustees" which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and …… (hereinafter called "the Contractor, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part WHEREAS the Trustees are desirous that certain Works should be executed/constructed, viz …… and have accepted a Tender / offer by the Contractor for the construction, completion and maintenance of such works NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words 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 Tender/ Offer.
   b. The Drawings.
   c. The General Conditions Of Contract.
   d. Special Conditions Of Contract (If any).
   e. The Conditions Of Tender.
   f. The Specifications.
   g. The Bill Of Quantities.
   h. All Trustees' Schedule of rates & prices (if any).
   i. All correspondences by which the contract is added, amended, varied or modified in any way by mutual consent.

3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the contractor hereby covenant with the Trustees to execute ,complete and maintain the work in conformity in all respects with the provisions of Contract.

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

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed (or have 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 he presence of :

Name :- _____

Address :-_____

Appendix - 28

DETAILS OF "OTHER NECESSARY EQUIPMENT" TO BE PROVIDED BY TENDERER

REFER CLAUSE – 1.14

Sl	Description of Equipment	Quantity	Make	Capacity	Specification	Additional Information / Remarks
1						
2						
3						
4						
5						
6						

Appendix - 29

Integrity Pact

Between
Kolkata Port Trust (KoPT) hereinafter referred to as "**The Principal**".

And

…….. hereinafter referred to as "**The Bidder/Contractor**"

Preamble

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

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

Section 1 – Commitments of the Principal

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

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s), the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

(1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s) /Contractor(s) will not directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India; if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principles, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annex-A.

e. The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlines above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-B.

Section 4-Compensation for damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5-Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal, will enter into agreements with identical conditions as this one with all Bidders, Contractors and Sub-contractors.

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

Section 7- Criminal charges against violation Bidder(s)/Contractors/Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or an employee or representative or an associate of a Bidder, Contractor of Subcontractor which constitutes corruption, of if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractors 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman, KoPT.

Section 9 – Other provision

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not be made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

Place : Date :

Witness 1:

(Name & Address) …….

…….

…….

Witness 2:

(Name & Address) …….

…….

…….

Appendix - 30

Tender Number – Ad/0076/D/2014

SCHEDULE OF RATES

For "Integrated Container Handling Operations at Haldia Dock Complex, Kolkata Port Trust " –

COMPOSITE BOX RATE IN INR PER LOADED 20 FEET CONTAINER AS PER CLAUSE 8.1 OF THE TENDER DOCUMENT	
IN FIGURES	**IN WORDS**

Signature of 'Power of Attorney Holder(s)'
…………

Name : ……

Designation : ……

Date : ……

Seal: