

**SYAMA PRASAD MOOKERJEE PORT, KOLKATA  
KOLKATA DOCK SYSTEM**

**MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT  
8, GARDEN REACH ROAD, KOLKATA-700 043.**

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**TENDER DOCUMENT**

Hiring of 2 Nos. Diesel Electric/Diesel Hydraulic Locomotive, each having hauling capacity of 4500 MT and power 1350 HP/1400 HP and above, for a period of 5 years for Kolkata Dock System, Syama Prasad Mookerjee Port, Kolkata.

Notice Inviting e-Tender No.: KoPT/KDS/Mech/C/ADV/557 dated 04.08.2020.

Pre-bid Meeting: 17.08.2020 at 15:00 hrs.

Starting date of submission of Tender: 02.09.2020 from 14.00 hrs.

Closing date of submission of Tender: 09.09.2020 by 14:00 hrs.

Date of opening of Techno-commercial bid: 10.09.2020 at 15:00 hrs.

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

Chief Mechanical Engineer

## **NOTICE INVITING TENDER**

Notice Inviting e-Tender No. KoPT/KDS/Mech/C/ADV/557 dated 04.08.2020

Mechanical and Electrical Engineering Department of Syama Prasad Mookerjee Port, Kolkata, invites e-tender for hiring of 2 Nos. Diesel Electric/Diesel Hydraulic Locomotive, each having hauling capacity of 4500 MT and power 1350 HP/1400 HP and above, for a period of 5 years for Kolkata Dock System. Tender Document may be downloaded from KoPT website [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) and CPP Portal. Corrigendum/Addendum/Clarification, if any, shall be hoisted in the above mentioned website/portal only.

Work Title	Hiring of 2 Nos. Diesel Electric/Diesel Hydraulic Locomotive, each having hauling capacity of 4500 MT and power 1350 HP/1400 HP and above, for a period of 5 years for Kolkata Dock System, Syama Prasad Mookerjee Port, Kolkata.
Tender Inviting Authority	Chief Mechanical Engineer.
NIT No.	KoPT/KDS/Mech/C/ADV/557 dated 04.08.2020
Mode of Tender	e-Procurement System (Online Part I – Techno-commercial Bid and Part II - Price Bid) through CPP Portal. The intending bidders are required to submit their offers electronically through NIC's CPP Portal for e-Procurement (GePNIC). <b>No physical tender is acceptable.</b>
Date of NIT available to parties to download	From 18.00 hrs. on 06.08.2020.
Estimated Value of Tender	Rs.27.56 crore.
Earnest Money Deposit	Rs. 37,56,000/- would be accepted in the form of Banker's Cheque/Pay Order/Demand Draft, drawn in favour of "Kolkata Port Trust", issued from a Nationalized Bank/Scheduled Bank in India, having Branch at Kolkata OR Rs.10,00,000/- would be accepted in the form of Banker's Cheque/Pay Order/Demand Draft, drawn in favour of "Kolkata Port Trust", issued from a Nationalized Bank/Scheduled Bank in India, having Branch at Kolkata and rest amount of Rs.27,56,000/- would be accepted in the form of Bank Guarantee, issued from any Nationalized Bank in India.
Cost of Tender Document	Rs.5,900/- including GST @18%, to be submitted in the form of Banker's Cheque/Pay Order/Demand Draft drawn in favour of "Kolkata Port Trust", issued from any Nationalized Bank/Scheduled Bank in India having branch in Kolkata.
Pre-bid Meeting	On 17.08.2020 at 15.00 hrs.
Last date of submission of Tender Document Fee and Earnest Money	Both Tender Document Fee and Earnest Money are to be deposited in original, with Chief Mechanical Engineer, Syama Prasad Mookerjee Port, Kolkata, Mechanical and Electrical Engineering Department, 8, Garden Reach Road, Kolkata - 700043 <b>before the scheduled time and date of opening of the Techno-commercial Bid.</b> However, scanned copies of Tender Document Fee and Earnest Money Deposit must have

	to be uploaded under the Part-I i.e. Techno commercial part of the e-Tender.
Date of starting of online submission of e-Tender (Techno-commercial Bid and Price Bid) through CPP Portal.	02.09.2020 from 14.00 hrs.
Date of closing of online submission of Bid (Techno-commercial Bid and Price Bid).	09.09.2020 by 14:00 hrs.
Date and time of opening of Part-I (i.e. Techno-commercial Bid after confirmation of submission of Tender Document Fee and Earnest Money Deposit).	10.09.2020 at 15:00 hrs.
Date and time of opening of Price Bid (Part-II).	Would be informed separately by letter or email or over telephone.

- Online global tenders through NIC's CPP Portal for e-Procurement (GePNIC) Mode are invited by Syama Prasad Mookerjee Port, Kolkata, from GST registered domestic contractors for executing the work.
- The tender document through NIC's CPP Portal for e-Procurement (GePNIC) is open from 18.00 hrs. on 06.08.2020 to 14.00 hrs. on 09.09.2020 and can be downloaded from the official website of KoPT and through NIC's CPP Portal for e-Procurement (GePNIC).
- The complete tender document can be downloaded from Syama Prasad Mookerjee Port, Kolkata, website: [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) [Tender Mechanical & Elect. Eng. Dept.] and NIC's CPP Portal for e-Procurement (GePNIC) and bidders are required to submit tender offer through NIC's CPP Portal for e-Procurement (GePNIC) on or before the due date and time of submission. The tenderer shall upload the scanned copy of the DD instruments towards the cost of EMD and bid documents set as proof of payment towards EMD and cost of Bid documents while submitting the tender electronically in the NIC's CPP Portal for e-Procurement (GePNIC).
- The tender offer shall have to be submitted by the Tenderer only through NIC's CPP Portal for e-procurement (GePNIC) mode as explained in the tender document.
- Minutes of meeting/Corrigendum/addendum/clarifications, if any, shall be hoisted on the [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in). and <https://eprocure.gov.in/eprocure/app>.

## **LIST OF ANNEXURES**

Covering Letter for submission of tender unconditionally accepting all the terms and conditions of the tender and the Corrigendum/Addendum/Clarification issued.	ANNEXE - A
Profile of the Tenderer	ANNEXE - B
Pro-forma of Affidavit for exemption from ESI Act	ANNEXE - C
Indemnity Bond for exemption from ESI Act	ANNEXE - D
Integrity Pact	ANNEXE - E
Undertaking in lieu of submission of signed copy of Tender Document in full	ANNEXE - F
Pro-forma of Earnest Money Deposit in the form of Bank Guarantee	ANNEXE - G
General Conditions of Contract Forms and Agreements	ANNEXE - H
Draft Pro-forma of Bank Guarantee in lieu of cash Security Deposit	ANNEXE - I
Form of Agreement	ANNEXE - J
Format of Power of Attorney	ANNEXE - K
Format for submitting details of similar works	ANNEXE - L
Format for financial capability of the Tenderer	ANNEXE - M
Technical Information of Locomotive	ANNEXE - N
Profile of Locomotive Driver	ANNEXE - O
Check List for bid submission	ANNEXE - P

## **INSTRUCTION TO TENDERERS**

This is an e-procurement event of Kolkata Dock System of Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata). The e-procurement service provider is NIC's CPP Portal for e-Procurement (GePNIC).

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

1.	<p>Online global tenders through NIC's CPP Portal for e-Procurement (GePNIC) mode are invited by SMP, Kolkata, for executing the work.</p> <p>The tender document through NIC's CPP Portal for e-Procurement (GePNIC) is open 18.00 hrs. on 06.08.2020 to 14.00 hrs. on 09.09.2020 and can be downloaded from the official website of SMP, Kolkata and through NIC's CPP Portal for e-Procurement (GePNIC).</p> <p>The complete tender document can be downloaded from SMP, Kolkata website: <a href="http://www.kolkataporttrust.gov.in">www.kolkataporttrust.gov.in</a> and NIC's CPP Portal for e-Procurement (GePNIC) and bidders are required to submit tender offer through NIC's CPP Portal for e-Procurement (GePNIC) on or before the due date and time of submission. The tenderer shall upload the scanned copy of the Banker's Cheque/DD/Pay Order instrument towards the cost of EMD and Bid Document set, as proof of payment towards EMD and cost of Bid Document, while submitting the tender electronically in the NIC's CPP Portal for e-Procurement (GePNIC). The tender offer shall have to be submitted by the Tenderer only through NIC's CPP Portal for e-procurement (GePNIC) mode as explained in the tender document.</p>
2.	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></p> <p>(A). Part – I (Techno-Commercial Bid): Would be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness the opening of Techno-commercial Bid electronically.</p> <p>(B) Part – II (Price Bid): Would be opened electronically of only those bidder(s) whose Part – I (Techno-Commercial Bid) are acceptable by SMP, Kolkata. Such bidder(s) will be intimated the date of opening of Part II (Price bid) through valid e-mail confirmed by them. The tenderers are advised to offer their best possible rates. Bidders are requested to submit their most competitive prices while submitting the price bid.</p>
3.	<p>All entries in the tender should be entered in online Technical and Commercial Formats without any ambiguity.</p>
4.	<p>In case of any clarification, please contact SMP, Kolkata (before the scheduled time of the e-tender).</p> <p><u>Contact persons of SMP, Kolkata:</u></p> <p>1. S.Mitra, Dy. Chief Mechanical Engineer Mobile No. 9674720040 <a href="mailto:souravmitra@kolkataporttrust.gov.in">souravmitra@kolkataporttrust.gov.in</a></p> <p>2. S. Roy, Superintending Engineer Mobile No. 9674720087 <a href="mailto:subrataroy@kolkataporttrust.gov.in">subrataroy@kolkataporttrust.gov.in</a></p>

5.	All Notices/Corrigendum/Addendum/Clarification and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by SMP, Kolkata. Hence, the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with NIC's CPP portal (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
6.	E-tender cannot be accessed after the due date and time mentioned in NIT.
7.	<p>(a). MSEs registered with NSIC under Single Point Registration scheme/DIC are exempted from depositing Tender Fee and Earnest Money. But all the NSIC/DIC registered firms are not exempted from depositing Tender Fee and Earnest Money. Only those firms, having documents of such exemption for the entire tendered work (as per Scope of Work and Bill of Quantities) would be exempted. Documentary evidence must be uploaded for claim of such exemption, failing which their tender would be summarily rejected.</p> <p>(b). The process involves Electronic Bidding for submission of Tender Document Fee and EMD, Techno-commercial Bid as well as Price Bid.</p> <p>(c). The e-tender floor shall remain open from the pre-announced date and time and for as much duration as mentioned above.</p> <p>(d). All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as valid bid if it fulfills all the terms and conditions of the Tender Document.</p> <p>(e). It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>(f). SMP, Kolkata reserves the right to cancel or reject or accept or withdraw the tender in full or part as the case may be, without assigning any reason thereof.</p> <p>(g). No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms and conditions for the tender.</p> <p>(h). Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted in Indian Rupee Currency as per UOM indicated in the e-tender floor/tender document.</p>
8.	The e-tender shall be governed by the terms and conditions mentioned therein.
9.	No deviation from the technical and commercial terms and conditions are allowed.
10.	The tender shall not be extended under any situation, after the due date of submission of tender is over.
11.	The bidders <b><u>must upload</u></b> all the documents required as per Pre-qualification criteria and the documents enlisted under techno-commercial bid and Price-bid, failing which the tender shall lead to disqualification. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
12.	The bid will be evaluated based on the filled-in technical and commercial formats uploaded.
13.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
14.	Price bid must be filled-up in EXEL SHEET IN CPP PORTAL which is uploaded by SMP, Kolkata.

## **TERMS AND CONDITIONS OF TENDER**

1. (I). Intending GST registered domestic tenderer as Single Entity is eligible to participate in the tender. Joint Venture/Consortium and other forms of Association shall not be considered.

**(II). Pre-qualification Criteria of the Tenderer for consideration of technical evaluation:**

The Tenderers shall satisfy the following:-

(i). **Technical capacity:** Must have successfully completed similar works during last 7 (seven) years ending 31.07.2020 should be either of the following:-

(a). Three similar completed works, each costing not less than Rs.2,20,48,000/- i.e., 40% of the estimated cost of one year.

or

(b). Two similar completed works, each costing not less than Rs.2,75,60,000/- i.e., 50% of the estimated cost of one year.

or

(c). One similar completed work costing not less than Rs.4,40,96,000/- i.e., 80% of the estimated cost of one year.

Here, “**similar work**” means successful execution of the direct contract for supply, operation and maintenance of Diesel Electric/ Diesel Hydraulic Locomotive, turbo charged, DC-DC /AC-AC /AC-DC transmission owned/leased by the firm. The firm should have minimum 2 years experience in the field of locomotive hiring to any Thermal Power Utilities/Public Sectors/Government Sectors or any other industries.

**Note-I :** In case any composite work order is submitted as credential, the exact executed work value corresponding to the specified nature of job/similar job, would be considered for evaluation and the same needs to be clearly mentioned and shall be supported with documentary evidences, else, the credential shall not be considered.

**Note-II: Completed Work:** Completed work means the executed/completed portion of work order, even if the work has not been completed in totality, subject to furnishing proof of the executed value of work in the form of certified copies of Running Account Bills or Certificate from the organization where the bidder worked to the effect that the work to this extent has been completed by the bidder satisfactorily.

**Note-III:** Experience as sub-contractor shall not be considered.

(ii). **Financial capacity:** Average annual financial turnover of the Tenderer himself during the last three years ending 31.03.2020 viz. 2017-18, 2018-19 and 2019-20 should be at least Rs.1,65,36,000/- i.e, 30% of the estimated cost of one year.

(III). Claims for fulfilling the above criteria viz. Technical and Financial Capacities must be supported with documents i.e., Work Order(s), Work Completion Certificate(s) from Client(s), Audited Balance Sheets including Audit Reports and Profit and Loss Accounts for the last 3 years viz. 2017-18, 2018-19 and 2019-20. ***In the event of non-submission of Audited Balance Sheet for the financial year ending 31.03.2020, the turnover for that***

*financial year has to be submitted in lieu, duly certified by Chartered Accountant mentioning UDIN.*

(IV). The age of both the locomotives should not be more than 10 (ten) years as on the last date of submission of the tender.

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

**A. The following are required to be submitted offline under cover of envelopes viz. under cover of one envelope marking “Tender Fees” and “EMD” and under cover of another envelope marking “Integrity Pact”, by mentioning the e-tender number on both the envelopes.**

(a). **Tender Fee**: Rs.5,900/- including GST @18%, to be submitted in the form of Banker’s Cheque/Pay Order/Demand Draft drawn in favour of “Kolkata Port Trust”, issued from any Nationalized Bank/Scheduled Bank in India having branch in Kolkata.

(b). **Earnest Money**: Rs. 37,56,000/- would be accepted in the form of Banker’s Cheque/Pay Order/Demand Draft, drawn in favour of “Kolkata Port Trust”, issued from a Nationalized Bank/Scheduled Bank in India, having Branch at Kolkata OR Rs.10,00,000/- would be accepted in the form of Banker’s Cheque/Pay Order/Demand Draft, drawn in favour of “Kolkata Port Trust”, issued from a Nationalized Bank/Scheduled Bank in India, having Branch at Kolkata and rest amount of Rs.27,56,000/- would be accepted in the form of Bank Guarantee, issued from any Nationalized Bank in India.

However, “Tender Document Fee” and “Earnest Money Deposit” IN ORIGINAL are required to be submitted offline under cover of an envelope marking “Tender Document Fees” and “Earnest Money Deposit” mentioning the e-tender number on it, before the scheduled time and date of opening of the Techno-commercial bid.

(c). **Integrity Pact**: Hard copy of the Integrity Pact with SMP, Kolkata on Non Judicial Stamp Paper of worth Rs.50/-, as per format enclosed, to be submitted before the scheduled time and date of opening of the Techno-commercial bid.

**B. Self-attested scanned copies of the following documents are also required to be submitted online:**

(a). Covering Letter as per ANNEXE-A, for submission of tender unconditionally accepting all the terms and conditions of the Tender Document including Addendum, if any.

(b). Tender Fees and Earnest Money Deposit.

(c). Audited Balance Sheet and Profit and Loss Account for the last three financial years ending 31<sup>st</sup> March, 2020 viz. for the years of 2017-18, 2018-19 and 2019-20.

(d). Scanned copies of self attested documentary evidence of successful completion of similar work as proof of fulfilling the Pre-qualification Criteria of the tender.



(e). Valid GST Registration Certificate.

(f). Valid Professional Tax Clearance Certificate / up to date tax payment Challan, if applicable.

(g). Valid Trade License/Registration.

(h). PAN Card issued from Income Tax Department.

(i). Income Tax Returns of last 3 years ending 31<sup>st</sup> March, 2020 viz. for the years of 2017-18, 2018-19 and 2019-20.

(j). Statement to confirm the status of the Tenderer – whether a Partnership Firm, Company or Proprietorship Firm. If demanded by SMP, Kolkata, the tenderer would be bound to furnish necessary documents in support of their statement in this regard.

(k). Scanned copies of details of registration under ESI Act: All intending tenderer at the time of tender shall disclose all necessary documents as to whether they are covered under ESI Act or not.

(i). In case they are covered under ESI Act, they have to furnish the details of registration, failing which their tender would be liable to be cancelled.

(ii). In case they are not covered under ESI Act or exempted, they would furnish necessary documents along with an Affidavit in original affirmed before a First Class Judicial Magistrate on a Non Judicial Stamp Paper worth Rs.10/- to that effect as per enclosed Performa at ANNEXE-C.

(iii). In case they are not covered under ESI Act, they must additionally indemnify SMP, Kolkata against all damages and accident occurring to his labour in a Non-Judicial Stamp Paper worth Rs.50/-. The same should be submitted along with Techno-commercial Bid as per enclosed Performa at ANNEXE-D.

(l). Details of registration under EPF Act: Intending tenderers shall have to furnish the details of EPF Registration, failing which tender/offer would be liable to be cancelled. Documentary evidences in support of non-applicability of registration under EPF Act shall have to be furnished.

(m). Scanned copy of a separate statement of the tenderer containing full name and office address of the Tenderer, names and designation of the officials of the Tenderer connected with the instant Tender, their land and mobile telephone nos., e-mail id and Fax No. etc. as per enclosed Pro-forma at ANNEXE-B.

(n). Declaration of the tenderer in the form of a COVERING LETTER that they or their associates have not been banned or delisted by any Govt. or Quasi-Govt. agencies or PSUs in India, as per enclosed Pro-forma at ANNEXE- A.

(o). Integrity Pact: All intending bidder shall have to enter into an Integrity Pact with SMP, Kolkata, to be submitted on Non Judicial Stamp Paper of worth Rs.50/-, as per format enclosed at ANNEXE-E.

3. Scanned copies of all the documents as mentioned here-in-before shall have to be UPLOADED as a test of responsiveness of the bidder. The tenderer should clearly understand that no information/indication as to price should be entered in the page of “Bill of Quantities”

or elsewhere in the Techno-commercial Bid. Indication of price anywhere in any manner in the Techno-commercial part of the tender would lead to rejection of the offer.

4. The Price Bid as per the format of Bill of Quantities must be uploaded. **No condition or conditional rebate should at all be indicated/mentioned in the Price Bid.**

5. Tenderers may note that non-submission of any of the aforesaid documents/non-fulfillment of any of the aforesaid criteria shall lead to disqualification of their offers.

6. Techno-commercial bid would be opened on the aforesaid schedule date of opening the techno-commercial bids. Price Bids of only the qualified bidders shall be opened on a suitable date, to be intimated beforehand.

7. The Trustees will not be responsible for any cost or expense incurred by the Tenderer in connection with preparation or submission of the tenders.

8. In case of unscheduled holiday, Strike/Bandh etc. on the scheduled date of Site Inspection, Pre-bid Meeting, submission of bids, opening of Techno-commercial or Price Bid, the same time (as per the schedule) on the next working day will be considered as scheduled time for the purpose of Site Inspection, Pre-bid meeting, submission of bids, opening of Techno-commercial or Price Bid, as the case may be. Here, Trustees' working day means Monday to Friday in between 9-30 hrs. to 17-30 hrs.

9. Should there be any doubt or ambiguity as to the meaning of any portion of the tender document or if any further information is required, the same shall be clarified/amended by SMP, Kolkata in the Pre-bid Meeting. No excuse of ignorance in this regard shall be accepted at a later date after the Pre-bid meeting. In the event of making any important clarification or amendment of terms of the tender, pursuant to the discussion in the Pre-bid meeting, the same shall be immediately hoisted in SMP, Kolkata's website and CPP Portal for information of all concerned and the same shall form a part of the Tender Document. Separate newspaper advertisement shall not be issued. The tenderers are requested to keep themselves informed of the development by visiting the said websites regularly. Such amendment(s) shall be binding upon them. Any offer having deviation from SMP, Kolkata's terms and conditions shall render such offer unacceptable to SMP, Kolkata. No alteration shall be made by the Tenderer in the tender document and the offer must be in accordance with the terms and conditions of the tender. The prospective tenderers may inspect the site prior to the Pre-bid Meeting in order to make themselves fully aware of the work, site and scope of work, as mentioned in the Bill of Quantities as per tender. For attending the Pre-bid Meeting, the representatives of the tenderers should accompany proper authorizations letters from their respective organizations. The tenderers, however, before the Pre-bid meeting, can submit in the form of letters their doubt or ambiguity as to the meaning of any portion of the tender document and can sought for further information, if any is required.

10. The tenderer shall confirm that the GST amount charged in Invoice is declared in its returns and payment of taxes is also made.

11. The tenderer shall comply with all applicable GST Laws, including GST acts, rules, regulations, procedures, circulars and interaction there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. The tenderer should ensure accurate transaction details, as required by GST Laws are timely

uploaded in GSTN. In case there is any mismatch between the uploaded in GSTN by the tenderer and details available with SMP, Kolkata, then payment to the tenderer/contractor to the extent of GST relating to the invoice/s under mismatch may be retained from due payment till such time SMP, Kolkata is not sure that accurate tax amount is finally reflected in the GSTN to SMP, Kolkata's account and is finally available to SMP, Kolkata in terms of GST Laws and that the credit of GST taken by SMP, Kolkata is not required to be reversed at a later date along with applicable interest.

12. SMP, Kolkata has the right to recover mandatory loss including interest and penalty suffered by it due to any non-compliance of tax law by the tenderer/contractor. Any loss of input tax credit to SMP, Kolkata for the fault of tenderer/contractor shall be recovered by SMP, Kolkata by way of adjustment in consideration payable.

13. Supplementary invoices/debit note/credit note for price revision to enable SMP, Kolkata to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding financial year.

14. The purchase order/work order shall be void, if at any point of time you are found to be blacklisted, as per GSTN rating system and further no payment shall be entertained.

15. The quoted rates would be kept valid for **at least 120 days** from the date of opening of the Techno-commercial Bid.

16. The Trustees' reserve the right to disqualify a tender in case they are satisfied that any bribe, commission, gift or advantage has been given, promised or offered by or on behalf of any of the tenderers to any officer, employee or representative of the Trustees or to any person on his or on their behalf in relation to acceptance of the tender.

17. The tenderers shall distinctly understand that they will be strictly required to conform to all the terms of the tender and the plea of custom prevailing will not in any case be accepted as an excuse on their part for infringing of any of the conditions and they shall refrain from sending revised or amended quotations, after the closing date and time of the tender.

18. The contract document shall be drawn in English language only. The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of High Court of Kolkata, West Bengal, India including the Acts like The Indian Contract Act, The Major Port Trusts Act, The Workmen's Compensation Act, The Minimum Wages Act, The Contract Labour (Regulation & Abolition) Act, The Dock Worker's Act, The Indian Arbitration & Conciliation Act, The Dock Safety Regulations, Act(s) or any other act, law, rule as may be applicable.

19. **Tender Fee**:- Tender Fee of Rs.5,900/- including GST @18% is to be submitted offline by Banker's Cheque/Demand Draft/Pay Order of any Kolkata Branch of a Nationalized Bank/Scheduled Bank of India, drawn in favour of 'Kolkata Port Trust' and payable at Kolkata. Tender Document Fee is to be deposited in original, with Chief Mechanical Engineer, Syama Prasad Mookerjee Port, Kolkata, Mechanical and Electrical Engineering Department, 8, Garden Reach Road, Kolkata -700043 **before the scheduled time and date of opening of the Techno-commercial Bid. However, scanned copies of Tender Document Fee must have to be uploaded under the Part-I i.e. Techno commercial part of the e-Tender.**

20. **Earnest Money:** Rs. 37,56,000/- would be accepted in the form of Banker's Cheque/Pay Order/Demand Draft, drawn in favour of "Kolkata Port Trust", issued from a Nationalized Bank/Scheduled Bank in India, having Branch at Kolkata OR Rs.10,00,000/- would be accepted in the form of Banker's Cheque/Pay Order/Demand Draft, drawn in favour of "Kolkata Port Trust", issued from a Nationalized Bank/Scheduled Bank in India, having Branch at Kolkata and rest amount of Rs.27,56,000/- would be accepted in the form of Bank Guarantee, issued from any Nationalized Bank in India. Earnest Money is to be deposited in original with Chief Mechanical Engineer, Syama Prasad Mookerjee Port, Kolkata, Mechanical and Electrical Engineering Department, 8 Garden Reach Road, Kolkata – 700043 **before the scheduled time and date of opening of the Techno-commercial bid. However, a scanned copy must be uploaded under the Part-I i.e. Techno-commercial part of the e-Tender.**

Earnest Money of unsuccessful bidders would be refunded without any interest. If Price Bid is opened before expiry of validity of Earnest Money instrument, the same will be refunded to bidders other than the lowest bidder. EMD of lowest bidder will only be en-cashed. If Price bid cannot be opened for any reason before expiry date of Earnest Money instrument, the bidder would be requested to extend the validity of the EMD instrument within the validity period of the offer, failing which the EMD instrument would be en-cashed. Tender submitted without EMD shall not be considered and shall be out rightly rejected.

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

21. **Evaluation criteria:** The following is considered for the purpose of evaluation:

Total evaluated cost = Summation of amounts against Sl. No.1 and 2 of Bill of Quantities (BoQ).

Here, **summation of amounts against Sl. No.1** = Summation of daily hire charges excluding GST in Indian Rupees Currency for 2 locomotives with necessary manpower which is to be quoted by the bidder.

**Summation of amounts against Sl. No.2 =  $2(B \times C \times D)$**  where,

**B** = HSD consumption per locomotive per hour in litres which is to be quoted by the bidder.

**C** = Number of hours run per locomotive per day which would not have to be quoted by the bidder as KDS has considered its value to be 18 (eighteen) hours in a day of 3 shifts for the purpose of evaluation.

**D** = Rate of HSD per litre in Rupees which would not have to be quoted by the bidder as KDS would indicate its value (on the date of hoisting of the tender), at the time of hoisting.

Lowest tenderer (L-1) would be determined **based on the lowest total evaluated cost** as stated above.

**[As it is an online bidding, against Sl. No. 2 of BOQ, the bidders will quote in Rupees considering the above mentioned formula  $2(B \times C \times D)$ . As there is no separate provision for quoting the fuel consumption per locomotive per hour, the same would be obtained from the quoted rates against Sl. No. 2 of BOQ, as C and D are already fixed.]**

## **SCOPE OF WORK**

1. Hiring of 2 Nos. Diesel Electric/Diesel Hydraulic Locomotive having hauling capacity of 4500 MT and power 1350 HP/1400 HP or above, for a period of 5 years for Kolkata Dock System, SMP, Kolkata. Both the locomotives must possess RDSO Fitness Certificates.
2. The age of both the locomotives should not be more than 10 years as on the last date of the submission of the tender. Both the locomotives would be utilized for hauling full rake with trailing load of 4500 MT round-the-clock basis and also be utilized for shunting operation, hauling empty rake to/from the siding, if required.
3. The contractor shall deploy Locomotive Driver and Locomotive Driver's Assistant round-the-clock for the 2 locomotives. The contractor shall carry out complete operation by deploying trained manpower for shunting, marshalling, coupling/decoupling, placement, withdrawal and train formation etc. during the entire contract period of 5 years.
4. All the manpower shall have to be deployed round the clock, including Sundays and Holidays as per advice of official concerned under Traffic Department, Kolkata Dock System.
5. During the entire contract period of 5 years, all necessary spares, materials, consumables etc. excepting fuel (HSD) shall have to be supplied by the contractor. Fuel (HSD) only would be supplied by KDS.
6. **Re-railment:** The re-railment of locomotive is the responsibility of the contractor. However, on request of the contractor, the same may be done by KDS on chargeable basis. The charge for would be the actual cost plus 19.25% overhead on actual cost. The re-railment charge would be deducted from the monthly running bill of the contractor.
7. **Coordination:** The operation of the Locomotive will be carried out as per the direction of Traffic Section under Traffic Department, KDS. The contractor shall depute their responsible person in each shift for coordination with officials of Traffic Department, KDS.
8. KSD, SMP Kolkata reserves the right to send the Diesel Engine, installed on the Locomotive, to either OEM or Authorized Service Provider or OEM of Diesel Engine to check the hauling capacity. In case the Diesel Engine does not fulfill the requisite hauling capacity, the said Diesel Engine is required to be replaced by a suitable one and hiring charges shall not be applicable during that period. All expenses shall be on contractor's account.
9. **Calibration:** Calibration of Locomotive fuel tank's gauge by Legal Metrology, Govt. of West Bengal or any competent agency as approved by SMP, Kolkata once in a year, to be arranged by the contractor at their own cost and arrangement. Valid calibration certificate to be displayed on Locomotive and copies to be submitted to the concerned official of Traffic Department, KDS.
10. Route permission and first time placement of Locomotive in KDS site shall be arranged by the contractor entirely at their costs and liability.
11. **Breakdown Maintenance:** Detention time will start from the time of breakdown of Locomotive till the time of deployment of Locomotive for commercial operation by Railway

Wing under Traffic Dept. Deployment time for this purpose to be counted from the time, when concerned official of Railway Wing, KDS intimates the contractor for commencement of work.

12. **Availability of Locomotives:** Availability of each Loco shall be 90%. Each Loco may be allowed to carry out maintenance for 48 hours per month maximum. Although the contractor is entitled to 48 hrs. shutdown, in totality, as free time during a month for preventive/breakdown maintenance but 48 hrs. shutdown would not be given at a stretch. Unused free time in a month shall not be carried forward to the next month. The average utilization of each Locomotive would be 18 hours per day.

13. **Supply of fuel** : Fuel (HSD) would be supplied by KDS. However, supply of fuel would be made on actual consumption basis, subject to upper ceiling which would be the lesser one of the followings:

- (i). 32 litres per hour (upper ceiling)
- (ii). fuel consumption quoted per hour.

During the course of deployment, if the fuel consumption is found to be above the admissible quantity as stated above, the cost towards the excess consumption of fuel will be recovered from the charges payable and cost of fuel will be considered on the basis of the highest rate during the calendar month.

14. In case of any damage of railway line due to any accident /mal-operation of locomotives thereby leading to rectification/replacement of the railway lines, the cost arising out of such rectification/replacement would be deducted from the running bill of the contractor at actual plus 19.25% overhead basis.

## **SPECIAL CONDITIONS OF CONTRACT**

1. During the execution of contract, the contractor shall have to ensure safety of all their personnel to the fullest compliance of the provisions of general safety rules/regulations including Dock Workers, (Safety, Health and Welfare) Act, 1986 along with associated Rules and Regulations. The Contractor shall be solely responsible for consequences arising out of non-compliance or violation of safety rules/regulations. The contractor shall at his own expenses and arrangement provide all required Personal Protective Equipment (PPE) and Safety Gears for all personnel and labours engaged during the execution of contract.

2. During execution of contract, the contractor shall be responsible for supply, use and maintenance of all the equipment, tools-tackles, lifting appliances, different vehicular transport etc. and the contractor shall ensure that those are suitable for the work and are maintained in such a manner, to ensure their efficient working.

3. To execute the contract, the contractor shall at their own costs and expenses provide all labour, plant, haulage, transportation of plant and equipment, all materials, stores, etc. required for efficiently carrying out and completing the work to the satisfaction of Engineer.

4. Operation/business of KDS must not be hampered during the continuance of the contract. The contractor has to execute the work such a manner, so that, any business/work of KDS in the vicinity of worksite must not be hampered in any way.

5. **Guaranteed Availability:** The Contractor shall have to stand guarantee for each of the Locomotive's availability for 90% hours of respective month (Month starts from 00:01 of 1st day and ends at 24:00 hours of last day of calendar month), in fully operational condition. In case the availability of the Locomotive falls below the said minimum guaranteed level, no daily hire charge shall be paid for the 'DEFICIT PERIOD' i.e. Non availability of Locomotive for work as per Scope of Work and in addition to the same, penalty as per Clause 13 here-in-below, shall be applicable.

6. There shall be no alternative locomotive or standby for the period of maintenance. However, substitute equivalent locomotive is required to be provided during long schedule maintenance or any major breakdown.

7. If the hired Locomotive gets involved in any sort of accident/derailment taking toll of life or materials or both or creating dislocation owing to inadvertent operations or loss of alertness, the firm shall have to submit a detailed report of the accident enumerating its cause to KDS. In turn, KDS shall verify the above submission, by forming a committee in which one representative of the Firm shall be there.

8. The following detentions will not be attributable to the contractor:

Sl. No.	Reason for detention	Remarks
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1	Fueling Time of locomotive	To be certified by officer concerned of Traffic Deptt.
2	Problem of Railway Track	To be certified by Civil Engineering Deptt.
3	Dense Fog	To be certified by officer concerned of Traffic Deptt.
4	Non-availability of Locomotive due to derailment.	A committee to be formed to judge the matter.

9. **General Inspection:** Inspections and Load Tests of the Locomotives would be carried out jointly by the representative(s) of the firm and representative(s) of Railway Wing of Traffic Department, KDS at site. Locomotives should be capable of hauling minimum 4500 MT on straight and level track, failing which the locomotives shall be rejected. A test run for a period of 24 hours of the offered Locomotives shall be conducted at site in presence of representative(s) of the contractor and representative(s) of Railway Wing of Traffic Department, KDS.

10. **Operation Mode:** The Locomotives shall be ready for operation for 24 hours. The Locomotives shall be deemed to be on standby if the Locomotives are made available to authorized officer fully ready and fit for operation with sufficient crew and fuel on board whereby the officer can order the Loco Drivers to commence operation at 15 minutes notice.

11. **Daily Hire Charge:** Daily Hire Charge shall be paid for the day the Locomotive is in operation/standby mode as described in Clauses 10 above.

12. **Penalty:** (a). If the availability of a locomotive in a particular month falls below 90%, the contractor would be paid 90% of the proportionately achieved value; derived from multiplying the percentage of availability achieved by the monthly quoted rate. **There shall be no payment whatsoever in a particular month if the availability in that particular month falls below 60%.**

For example, let the daily quoted rate per locomotive including manpower as per Sl.No.1 of BOQ = Rs X.

Therefore, the monthly rate would calculated by multiplying Rs. X by number of days in that particular month = Say, Rs. Y.

Therefore, for achieving availability of 90% or more in a particular month, payment to the contractor for that particular month would be Rs. Y.

Now, if the availability in a particular month falls below 90% i.e., say 70%; payment for achieving 70% availability in that particular month would be 90% of 70% of Rs.Y, i.e., [Rs. 0.9 x 0.7 x Rs. Y].

**Note:** The availability shall be calculated on monthly basis and the percentage of availability shall be calculated as follows:



(i) Total maximum possible hours in a calendar month = Number of days in a month x 24 hours in a day = A (Say).

(ii) Locomotive available in hours = A - (total number of hours locomotive along with manpower is not available for utilization) = B (say)

(iii) Availability =  $(B/A) \times 100 \%$

In the calculation of availability, fraction of hours as per record if any shall be considered and for fraction in percentage availability, next higher integer shall be considered in case such a fraction is 0.5 or more. For example, availability of 86.50% or 86.51% shall be treated as 87% while 86.49 shall be treated as 86%.

(b). In case the offered locomotive is not available for operation for a period of more than 7(seven) days, then a substitute Locomotive with similar/ higher specification (including age of the locomotive) shall be provided as a replacement by the contractor at no extra charge within 30 days from the time and date the offered locomotive is inoperative/ broken down. However, supply of fuel to the replacement locomotive will be restricted only up to the limit permissible for the locomotive originally offered on hire.

(c). If the contractor fails to deliver the offered/substituted locomotive as per specification given in the tender within next 30 days, in such a case Rs.5,000/- per day per locomotive will be levied on the contractor from the 31st day onward, and if the locomotive is not delivered for operation within further 15 days, the same will be termed as default of the contractor and hence, Security Deposit will be forfeited.

13. **Period of contract:** The contract would be for a period of 5 (five) years from the date commencement of operation of the locomotives.

14. The locomotives will normally ply at maneuvering speed but, might have to be ply at increased or decreased speed as per operational requirement.

15. The locomotives shall be under the operational command of Traffic Manager. KDS, SMP, Kolkata or his authorized representatives.

16. All transportation costs towards men and material will be the responsibility of the contractor.

17. **Supply of fuel:** The contractor, at their cost, will print sufficient number of Log Book and Log Abstracts as per KDS's approved format. The contractor has to maintain a daily Log Book for the locomotives. All particulars of the Locomotives including movement of the Locomotives (From-To), engine's important parameters, daily running hours, Fuel (HSD) position in Fuel tank of Locomotive: Opening Balance at the beginning of shift and Closing Balance at the end of shift, fuel oil consumed/received etc. to be logged daily and to be signed by the In-Charge of the Locomotive and countersigned by authorized representative of Railway Wing under Traffic Department

of KDS, SMP, Kolkata. A monthly log abstract to be prepared mentioning all the above stated important parameters duly signed by the In-charge and same to be submitted with the monthly bill without which no payment will be released. The daily Log Book to be retained on Locomotive/office and same to be produced on demand.

18. **Energy conservation:** The Contractor shall undertake strict measures for 'Energy Conservation' at all times. HSD will be issued by Loco Section of SMP, Kolkata upon generation of indent by the contractor and countersigned by authorized representative. The Fuel would be dispensed during the period from 08:00 hrs to 17:00 hrs on all days. The indent with date should specify quantity of fuel required, last date of receipt of HSD with quantity of fuel, current stock of fuel in Loco Fuel Tank, name and designation of indenting official of contractor, name and designation of countersigning official of Traffic Department. The fuel consumption per operating hour of Locomotive should be maximum 32 Ltrs. or the actual consumption of fuel per locomotive established during test run of Locomotive or rate of consumption declared in price bid whichever is lower to be considered as consumption of fuel of the Locomotive throughout the tenure of contract. In case of consumption of fuel more than the consumption as stated above during the pendency of the contract, Contractor will be responsible for such additional consumption and the cost of extra fuel plus 19.25% overhead (along with GST, if applicable) will be recovered from their monthly running bill. The highest rate of HSD during that particular calendar month or part thereof, against which the bill has been raised by the contractor, would be considered for the purpose of recovery.

19. Responsibility of operating the Locomotive including manning, lubricants, provisions and stores excepting fuel (HSD) and all other supplies and services required to perform the designated duties wholly rests on the contractor and the costs of the same shall have to be taken in to account while quoting the rates.

20. **Mobilization Period:** One month from the date of Issuance of Order Letter.

21. **Insurance:** The Locomotive, men and materials must have comprehensive insurance including persons deployed shall be insured by the contractor at his own cost during the entire contract period. Documentary evidence should be provided before commencement of work. KDS, under no circumstances, shall be responsible for any damage to the locomotives or for any accident to the personnel engaged by the contractor during the operation of the locomotive or otherwise. The insurance should cover damage/ death of Port property/persons.

22. **Terms of Payment:** Bill should be submitted once in a calendar month. 100% payment against daily hire charges of locomotives would be made against monthly bill thus submitted, within 30 days from the date of submission of monthly bill complete in all respect which must be supported with log abstracts clearly showing availability of each locomotive in hours during the calendar month, duly certified by the authorized officer of Traffic Department, KDS, SMP, Kolkata.

23. Adjustments, if any, towards supply of HSD to the contractor or other charges to be recovered against re-railment etc. would be done from the monthly bill submitted by the contractor.

24. **Mode of payment:** (i).Payment will be made to the Contractor in Indian Rupee. SMP, Kolkata has been paying contractors' bills through ECS. For this, the contractor shall furnish the following information immediately after receipt of order:

Bank Account No.

Type of Account – Savings/Current/Cash Credit

Name of the Bank with Code No.

Name of the branch with Code No. along with location

MICR No.

IFSC No.

(ii). The contractor would be required to open their Bank Account within the ECS Zone prescribed by the RBI, if not already done, to ensure receipt of payment of bills from SMP, Kolkata. However, in case of outside contractor not having Bank Account within the prescribed ECS Zone, payment will be made through cheque.

(iii).The contractor is required to pay income tax and all other statutory taxes on all payments made to him under this contract. Accordingly, the income tax and all other applicable taxes will be recovered from the contractor at source at the appropriate rate, as per relevant provision of Income Tax Act, 1961 or other acts or any amendment thereof. Income Tax shall be deducted by SMP, Kolkata as per standard statutory rules.TDS certificate to this effect shall be issued by SMP, Kolkata.

25. Any claim for interest will not be entertained by KDS, SMP, Kolkata with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the contractor or with respect to any delay on the part of HDC, KoPT in making payment.

26. **Locomotive Driver's Profile:** Contractor should submit the profiles of Locomotive Drivers as per Format at ANNEXE-O. The Training Certificates along with the Health Certificates of the Locomotive Drivers to be produced along with the Techno-commercial Bid.

27. **Liquidated Damage** : If the contractor fails to commence work **within 1 (one) month** from the date of placement of Order Letter, the contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, @ ½% of the contract price (excluding GST) of the undelivered/non-commenced part of work, for every week or part thereof, beyond the scheduled date of commencement of operation; provided always that the amount of such compensation shall not exceed 10% of the total annual contract price (excluding GST).

28. **Default:** Occurrence of any one and more of the following will be considered as event of default:

(i). If the contractor dose not perform the contractual obligations.

(ii). If availability of the Locomotives are not maintained at 90% for 3 consecutive months.

In the event of occurrence of default, KDS, SMP, Kolkata may proceed for terminating the contract by invoking the termination clause of GCC.

29. **Security Deposit:** The successful bidder shall deposit 10% (ten percent) of each years' contract value as Performance Guarantee within a period of 30 days from the date of issuance of Order Letter in the form of Demand Draft/Banker's Cheque/Pay Order only drawn in favour of "Kolkata Port Trust" payable at Kolkata. Alternatively, the Performance Guarantee may also be furnished in the form of an irrevocable and unconditional Bank Guarantee from a Nationalized Bank of India having office in Kolkata, as per the format given at ANNEXE-I. with this Tender Document within the above stipulated time period. 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 Kolkata High Court. This Bank Guarantee shall remain valid till the total contract period of 5 years is over with an additional claim period of 6 months. The Bank Guarantee would be released after successful and satisfactory completion of the entire 5 years contract period is over. Syama Prasad Mookerjee Port, Kolkata reserves the right to seek extension of the validity and claim period of the Performance Security Deposit if considered necessary and the contractor shall be bound to do so. In case, the contractor fails to extend the validity as requested for, the Security Deposit shall be encashed.

30. **Facilities to be provided by KDS, SMP, Kolkata:**

(i). (a). SMP, Kolkata 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 its own electric line from nearest SMP, Kolkata source up to its place of requirement for which SMP, Kolkata will grant way leave license on chargeable basis as per prevailing Rent Schedule.

(b) Present rate of electricity charge is Rs 8.97 per unit for commercial consumers. Demand/Fixed Charge is Rs. 24.00 per KVA per month. MVCA Charge: Rs.0.29 per unit. Connection Charge for Single Phase is Rs 500/- per connection and that of for Three Phase is Rs.1000/- per connection. Meter rent for Single Phase is Rs 50/- per meter per month and that of for Three Phase is Rs 75/- per meter per month. GST @18% is levied on the total of charges for electricity consumption.

(ii). Drinking water and toilet facility as available would be extended to the contractor free of cost.

(iii). The contractor shall have to obtain required RFID Card/Tag by making necessary payment to SMP, Kolkata. However, permits for personnel and vehicles (passenger and goods) for entry inside dock premises, would be given by SMP, Kolkata free of cost against application for required number of heads and vehicles for required number of days during pendency of the contract. Free permit for goods vehicles would be given only for carrying materials required for the locomotives concerned.

(iv). Necessary shed space for maintenance and fuelling of the locomotives would be provided free of cost, if available.

31. **Damage and loss to private property and injury to workmen:** The contractor shall at his own expenses reinstate and make good to the satisfaction of SMP, Kolkata and pay compensation for any injury, loss or damage accrued to any person, property or rights whatever including property and rights of SMP, Kolkata (or Agents/servants or employees of SMP, Kolkata), the injury, loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify SMP, Kolkata against all claims enforceable against SMP, Kolkata or any Agent, servant or employees of SMP, Kolkata or which would be so enforceable against SMP, Kolkata where SMP, Kolkata is a private person, in respect of any such injury (including injury resulting to death), loss or damage to any person whomsoever or property including all claims which may arise.

32. **Termination of Contract and Risk purchase clause:** Will be applicable as per clause no. 8 of SMP, Kolkata's General Conditions of Contract Forms and Agreement enclosed as ANNEXE-H.

33. **Personal Protective Equipment:** Personnel to be deployed by the contractor should have head gear and other Personal Protective Equipment as would be necessary for the given working condition.

34. **Furnishing Bank Guarantee and execution of contract Agreement:** Furnishing of Bank Guarantee in lieu of cash Security Deposit and execution of contract Agreement shall have to be completed within the mobilization period of one month i.e., within one month from the date of placement of Order Letter.

35. **Amicable Settlement** :If any dispute or difference or claims of any kind arises between the Contractor and SMP, Kolkata 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.

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

(i). **Arbitrators:** Failing amicable settlement, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 including all amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed

by the two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrator and inform the party initiating such arbitration within 60 days. If the other party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996, including any amendment thereof.

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

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

Shri Subhashish Sarkar, Flat No. 406, Block-III, Kirti Apartments, Mayur Vihar Phase-I Extension, Delhi-110 091, Mob No. 98117 07230, Email: subhashishsarkar53@yahoo(dot)com	Ms. Bulbul Sen, IRS (Retd.), B-104 Nayantara Apts. Block 8B, Sec – 7, Dwarka, New Delhi-110075 Email: bsensarkar@gmail(dot)com
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38. **Priority of Contract Documents** : The several documents forming the Contract are to be taken as mutually explanatory to one another, but in case of ambiguity or discrepancies, the same shall be explained and adjudicated by the Engineer of the Contract (EoC), who shall thereupon issue to the Contractor instructions thereon which will be final and binding on the Contractor. Unless otherwise provided in the Contract, if the stipulations in the various documents forming a part of the Contract are found to be in variation in any respect then, unless a different intention appears, the provision(s) of one will override others (but only to the extent these are at variance) in order of precedence as given in the list below i.e. a particular item in the list will take precedence over all those placed lower down the list:

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

The said Tender/Offer and the acceptance of the Tender/Offer,  
Instruction to Tenderers,  
Terms and Conditions of Tender,  
General Conditions of Contract,  
The Specifications,  
Special Conditions of Contract,  
Terms of Payment,  
Bill of Quantities,  
Letter of Intent/Order Letter  
All correspondence by which the contract is added, amended, varied or modified  
in any way by mutual consent.

39. **Recovery of GST:** GST will be charged on the amount of LD as well as from other recovery i.e. 'damage, penalty, land rent, electricity charges as applicable' from the contractor.

40. All other terms and conditions excepting those mentioned separately shall be governed by SMP, Kolkata's General Condition of Contract Forms and Agreement at ANNEXE-H.

## **BILL OF QUANTITIES**

Notice Inviting e-Tender No.: KoPT/KDS/Mech/C/ADV/557 dated 04.08.2020.

**Sub:** Hiring of 2 Nos. Diesel Electric/Diesel Hydraulic Locomotive, each having hauling capacity of 4500 MT and power 1350 HP/1400 HP and above, for a period of 5 years for Kolkata Dock System, Syama Prasad Mookerjee Port, Kolkata.

<b>Sl. No.</b>	<b>Item Description</b>	<b>Qty</b>	<b>Units</b>	<b>Unit Rate Rs.</b>	<b>Total Rs.</b>
1	Daily hire charge excluding GST for supply of Locomotives with deployment of Locomotive Driver and Driver's Assistant, Trained Staff for shunting, marshaling, coupling/ decoupling, placement , withdrawal and train formation in all the 3 shifts of a day including comprehensive maintenance with supply of necessary spares and materials , lubricants, etc. excepting Fuel (HSD).	2	Nos.		
2	Cost of fuel consumption for a locomotive (considering operating hours per day of a locomotive to be 18 hrs. and rate of fuel per litre to be as Rs.77.06) is $(18 \times \text{Rs.77.06} \times B)$ where B is fuel consumption per locomotive per hour in liter.	2	Nos.		
	<b>Grand Total</b>				

**Covering Letter for submission of Tender**

(On official Letterhead of the bidder)

Ref. No:.....

Date: .....

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

Dear Sir,

We, .....(Name of Tenderer) having examined the Tender Document and understood its contents, hereby submit our Tender for .....and confirm that we unconditionally accept all the terms and conditions of the same including the Addendum (if issued).

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

3. We shall make available to Syama Prasad Mookerjee Port, Kolkata, any additional information it may find necessary or require to supplement or authenticate the Tender.

4. We, .....(Name of Tenderer) hereby undertake that we will abide by the decisions of Syama Prasad Mookerjee Port, Kolkata, in the matter of examination, evaluation and selection of Successful Tenderer and shall refrain from challenging or questioning any decision taken by Syama Prasad Mookerjee Port, Kolkata, in this regard. We further acknowledge the right of Syama Prasad Mookerjee Port, Kolkata, to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5. We also certify the following:

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

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



6. We declare that:

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

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

7. We understand that Syama Prasad Mookerjee Port, Kolkata, 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.

Thanking you,

Yours faithfully,

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

Name: .....

## **Profile of the Tenderer**

Name : .....

Country of incorporation	
Address of the corporate headquarters and its branch office(s), if any in India	
Date of incorporation and commencement of business	

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.

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Details of individual(s) of the tenderer who will serve as the point of contact/ communication with Syama Prasad Mookerjee Port, Kolkata..

Name	
Designation	
Company	
Address	
Telephone no (Land line and mobile)	
E-Mail Address	
Fax Number	

Details of Authorized Signatory of the tenderer:

Name	
Designation	
Company	
Address	
Telephone no (Land line and mobile)	
E-Mail Address	
Fax Number	

**Pro-forma of Affidavit for exemption from ESI ACT**

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

BEFORE THE 1<sup>st</sup> 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:

THAT I am the proprietor/partner of ..... having office at..... and carrying on business on the said name and style. (In case the above Deponent is an enlisted Contractor at Syama Prasad Mookerjee Port, Kolkata, the same should be mentioned in the affidavit).

THAT my aforesaid Firm is exempted from E.S.I. Act and the said Firm has no valid E.S.I. Registration.

THAT the present affidavit is to be filed before the Syama Prasad Mookerjee Port, Kolkata, as per the Clause No. .... of the Tender No. .... issued by the Syama Prasad Mookerjee Port, Kolkata, in respect of the work (the work is to be mentioned).

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

DEPONENT

Identified by me.

**Indemnity Bond for exemption under ESI ACT**

(On the Rupees Fifty Non-Judicial Stamp Paper of worth 50/-)

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

2. WHEREAS, the said Syama Prasad Mookerjee Port, Kolkata, had asked the every tenderer, who is not covered under E.S.I. Act or exempted to furnish an Indemnity Bond in favour of Mechanical and Electrical Engineering Department, Syama Prasad Mookerjee Port, Kolkata, against all damages and accidents to the Labourer/Tenderer/Contractor.

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

4. AND the Contractor hereunder agrees to indemnify and at all times keep indemnified the Syama Prasad Mookerjee Port, Kolkata, and its administrator and representative and also all such possible claim or demand for damages and accidents.

IN WITNESS WHEREOF I, ..... the Partner/ Proprietor/ Director..... hereto set and seal this the.....day of.....in the year .....at .....

(Signature of the Indemnifier)

Surety-I:

Signature:.....

Name : .....

Address : .....

Surety-II:

Signature: .....

Name : .....

Address : .....

Witnesses :

Signature: .....

Name: .....

Address:.....

(On the Rupees Fifty Non-Judicial Stamp Paper of worth Rs.50/-)

## **Integrity Pact**

Between

Syama Prasad Mookerjee Port, Kolkata (formerly known as Kolkata Port Trust) hereinafter referred to as “The Principal/Employer”

And

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

### **Preamble**

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

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

NOW, THEREFORE

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

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

### **Section 1- Commitments of the Principal/employer.**

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

- a. No employee of the Principal, personally or through family members, will, in connection with the tender for, or the execution of a contract, demand, take a 53 promise for or accept, for self or third person, any materials or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

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

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

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

- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission

of bid or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representative in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “**Guidelines on Indian Agents of Foreign Suppliers**” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian Agent/representative have to be in Indian Rupees only. Copy of the Guidelines on Indian Agents of foreign Suppliers is annexed and marked as ANNEXE –G.

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

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

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

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

#### **Section 4 - Compensation for Damages**

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

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

#### **Section 5- Previous transgression**

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

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

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

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

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

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



## **Section 7 – Other Legal actions violating Bidder(s)/Contractor(s)/ Sub contractor(s)**

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

## **Section 8- Role of Independent External Monitor (IEM)**

- (a) The task of the monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- (b) The monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Syama Prasad Mookerjee Port Kolkata.
- (e) The BIDDER / CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER / CONTRACTOR. The demonstration of a valid interest, unrestricted and unconditional access to his contract documentation, if any. The same is applicable to Sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor(s) with confidentiality.
- (f) The Principal / Employer will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.
- (g) The Monitor will submit a written report to the designated Authority of Principal / Employer / Chief Vigilance Officer of Syama Prasad Mookerjee Port, Kolkata within 8 to 10 weeks from the date of reference or intimation to him by the Principal / Employer / Bidder / Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER / CONTRACTOR can approach the Independent External Monitor (s) appointed for the purposes of this Pact.

(h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the relevant IPC/PCA and the Principal / Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (j) The word 'Monitor' would include both singular and plural.

#### **Section 9 – Facilitation of Investigation:**

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

#### **Section 10 – Pact Duration:**

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

#### **Section 11- Other provisions:**

- (1) This agreement is subject to Indian law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.
- (2) Changes and supplements as well as termination notices need to be made in writing in English.

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

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

_____	_____	
and on behalf of the Principal)	(For and on behalf of Bidder/Contractor)	For

(Office Seal)	(Office Seal)
---------------	---------------

Place.....

Date.....

Witness 1: (Name and Address) .....

.....

.....

Witness 2: (Name & Address) .....

.....

.....

**Undertaking in lieu of submission of signed copy of the Tender Document in full**

(On official Letterhead)

Ref. No.....

Date .....

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

Dear Sir,

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

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

Yours faithfully,

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

Name: .....

**(Pro-forma of EMD in the form of Bank Guarantee)**

(The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated and to be executed on Rs 100 /- Non- judicial Stamp Paper)

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

**Beneficiary:** \_\_\_\_\_ ( Name and Address of Employer / Board)

**Date:** \_\_\_\_\_

**e-tender No:** \_\_\_\_\_

We have informed that .....(name of the Tenderer), (hereinafter called "the Tendered") has submitted to you its e-tender (hereinafter called "the e-tender" ) for the execution of .....(name of contract) under Invitation for e-tenders No. .... Furthermore, we understand that, according to your conditions e-tender must be supported by an Earnest Money Deposit (EMD).

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

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

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

(a). If the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer: or

(b). If the Tenderer is not the successful Tenderer, upon the earlier of

- (i). Our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer : or
- (ii). Twenty-eight days after the expiration of the Tenderer's Tender validity or any extended period thereof:

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

\_\_\_\_\_  
(Signature (s))

**[Authorization letter from the issuing bank that the signatory of this Bank Guarantee is authorized to do so should also be enclosed]**

**GENERAL CONDITIONS OF CONTRACT  
(FORMS AND AGREEMENTS)**

**SANCTIONED BY TRUSTEES UNDER RESOLUTION NO. 92  
OF  
THE 6<sup>TH</sup> MEETING HELD ON 27<sup>TH</sup> MAY, 1993.  
(Copy of Booklet Published on May, 1993)**

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**1. DEFINITIONS**

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

quantities of work in excess of the provision made against any item of the Bill of Quantities.

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

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

- 2.1. The Contractor shall execute, complete and maintain the works in terms of the contract to the entire satisfaction of the Engineer and shall comply with the Engineer's direction on any matter whatsoever.
- 2.2. The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 herein, from the Engineer's Representative
- 2.3. The Engineer shall have full power and authority
  - (a) to supply to the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper

and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.

- (b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.
- (c) to order for any variation, alternation and modification of the work and for extra works.
- (d) to issue certificates as per contract
- (e) to settle the claims & disputes of the Contractor and Trustees, as the first referee.
- (f) to grant extension of completion time.

2.4. The Engineer's representative shall:

- (a) watch and supervise the works,
- (b) test and examine any material to be used or workmanship employed in connection with the work.
- (c) have power to disapprove any material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard.
- (d) take measurements of work done by the contractor for the purpose of payment or otherwise.
- (e) order demolition of defectively done work for its reconstruction all by the Contractor at his own expense,
- (f) have powers to issue alteration order not implying modification design and extension of completion time of the work and
- (g) have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Contractor.

2.5. Provided always that the Engineer's Representative shall have no power:

- (a) to order any work involving delay or any extra payment by the Trustees,
- (b) to make variation of or in the works and
- (c) to relieve the Contractor of any of his duties or obligations under the Contract.

2.6. Provided also as follows:

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

### **3. THE TENDER / OFFER AND ITS PRE-REQUISITES**

- 3.1. The Contractor shall, before making out and submitting his tender / offer be deemed to have inspected and examined the site, fully consider all factors, risks and contingencies,



which will have direct and in direct impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration:

- (a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climate conditions, the means of access to the site and all other local conditions including the likely charges and costs for temporary way-leave, if any, required for the work.
- (b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract.
- (c) The accommodation required for the workmen and site office, mobilization demobilization and storage of all plant, equipment and Construction materials.
- (d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all of Contractor's cost.
- (e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made there under, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance.
- (f) Payment of all kinds of stamp-duty for exacting the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds.

3.2. The Contractor's tender shall be in ink on the Tender Forms supplied by the Trustees, unless stipulated otherwise in the Notice-Inviting the Tender and shall be faultless in figures and free from erasing. Corrections, if any, shall only be made by scoring out and initialling of the revised figure.

3.3. If required by the Engineer or the Trustees, the Contractors in their tender or subsequently, shall disclose the names of their owners/partners/Share Holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled.

3.4.

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

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

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

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

(i)  
Tender

submitted without requisite Earnest Money may be liable to rejection.

- (ii) If before expiry of the validity period of his Tender / offer, the tender amends his quoted rates or tender/ offer making them unacceptable to the Trustees and / or withdraws his tender / offer, the Earnest Money deposited shall be liable to forfeiture of the option of the Trustees.
- (e) The Earnest Money of accepted Tender / offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Contractor after cancellation of the previous Receipt of Earnest Money.
- (f) Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done up to the stage of completion.

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

Rs.20,00,000/-		
For works costing more than Rs.20,00,000/-	10% on first Rs. 10,00,000/- + 7 ½% on next Rs.10,00,000/-+ 5% on the balance	1% on first Rs.10,00,000/- +1/2% on next Rs.10,00,000/- + ¼% on the balance

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

### 3.5.

(i) The Security Deposit shall be refunded to the Contractor in terms of Clause 9.3 hereinafter and subject to deduction, if any, under the provision of Sub-Clause 3.5(ii) herein below. If, however, the contract provides for any maintenance period, 50% of the Security Deposit may be refunded against any of the Treasury Receipt for that amount on expiry of half of the maintenance period and the balance deposit on the said maintenance period and after the Engineer has certified the final completion of work in form G.C.2 and the Contractor has submitted his "No Claim" Certificate in form G.C.3.

(ii) The Security Deposit/Earnest Money may be liable to forfeiture at the option of the Trustees, if the Contractor fails to carry out the work or to perform/observe any of the conditions of the contract. The Trustees shall also be at liberty to deduct any of their dues from the Security Deposit, fixed Security, Earnest Money or from any sum due or to become due to the Contractor under any other contract.

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

## 4. THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR

### 4.1.

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

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

correctness of the design or specification of the Temporary and Permanent works formulated by the Engineer; but the contractor shall be fully responsible for the correct implementation thereof as also for any design and specification prepared / proposed / used by the Contractor.

- 4.9. Whenever required by the Engineer or his Representative, the Contractor shall submit to him the details of his (a) programme for execution of the work, (b) proposed procedure and methods of work, (c) proposed deployment of plant, equipment labour, materials and temporary works. The submission to and/ or any approval by the Engineer or his Representative to any such programme or particulars, shall not relieve the Contractor of any of his obligations under the contract. If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.
- 4.10. Necessary and adequate supervision shall be provided by the Contractor during execution of the works and as long thereafter as the Engineer or his Representative shall consider necessary during the maintenance period. The Contractor or his competent and authorised agent or representative shall be constantly at site and instructions given to him by the Engineer or his Representative in writing shall be binding upon the Contractor subject to limitation in clause 2.5 hereof. The Contractor shall inform the Engineer or his Representative in writing about such representative/agent of him at site.
- 4.11. The Contractor shall employ in execution of the Contract only qualified, careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of his staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur, whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.
- 4.12. The Contractor shall be responsible for the true and proper setting-out of the works in relation to reference points/lines/levels given by the Engineer in writing. The checking of any setting-out or of any alignment or level by the Engineer or his Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and he shall fully provide, protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting-out the works.
- 4.13. From the commencement of the works till issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his down cost as per instruction and to the satisfaction of the Engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer, shall be recoverable from the Contractor in whatever manner the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Contractor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the Engineer as also for defects/ damages if any caused to the work by the Contractor during such repairs and replacement in the maintenance period.
- 4.14. The Contractor shall at his own cost protect, support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not, which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees against claim for injury, loss or damage

caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/ or to any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract.

- 4.15. The Contractor shall immediately inform the Engineer's Representative if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees expense as per the instruction of the Engineer's Representative.
- 4.16. The Contractor shall be deemed to have indemnified the Trustees against all claims, demands, actions and proceedings and all costs arising there from on account of:
- (a) Infringement of any patent right, design, trade-mark, or name or other protected right, in connection with the works or temporary work.
  - (b) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.
  - (c) Unauthorized obstruction or nuisance caused by the Contractor in respect of Public or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person.
  - (d) Damage / injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work
  - (e) Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting contractor's plants and materials.
  - (f) The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies employed by or with the permission and / or knowledge of the Trustees on or near the site of work.
- 4.17. Debris and materials, if obtained by demolishing any properly, building or structure in terms of the Contract shall remain the property of the Trustees.
- 4.18. The Contractor's quoted rates shall be deemed to have been inclusive of the following:
- (a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.
  - (b) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.
  - (c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works, and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.
  - (d) Making arrangements for deployment of all labourers and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.

- (e) Making arrangements in or around the site, as per the requirements of Kolkata Municipal Corporation or other local authority or the Engineer or his Representative, for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.
- 4.19. Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or in case of Trustee's enlisted Contractor to the address as appearing in the trustee's Register or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or dispatch.
- 4.20. The Contractor and his sub-contractor or their agents and men and any firm supplying plant, materials, and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing.
- 4.21. The Contractor shall, at the Trustees' cost to be decided by the Engineer, render all reasonable facilities and Co-operation as per direction of the Engineer or his representative to any other Contractor engaged by the Trustees and their workmen, to the Trustees' own staff and to the men of other Public Body on or near the site of work and in default, the contractor shall be liable to the trustees for any delay or expense incurred by reason of such default.
- 4.22. The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic.
- 4.23. All constructional plants, temporary works and materials when brought to the site by the contractor, shall be deemed to be the property of the Trustees who will have a lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer or his Representative.

## **5. COMMENCEMENT, EXECUTION AND COMPLETION OF WORK**

- 5.1. The contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Contractor's tender / offer by the Trustees or within such preliminary time as mentioned by the contractor in the Form of Tender or the time accepted by the Trustees. The contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representatives, time being deemed the essence of the contract on the part of the Contractor.
- 5.2. The Contractor shall provide and maintain a suitable office at or near the site, to which the Engineer's Representative may send communications and instructions for use of the Contractor.
- 5.3. Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the contractor shall not execute the work beyond the working hours observed by

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



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

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

1. The issue rate of the materials at the Trustees' Stores, and
2. The market price of the material on the date of issue as would be determined by the Engineer.

5.9. The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time – (i) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the Engineer or his Representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and proper re-execution of any work, which in respect of material and workmanship is not in accordance with the contract or the instructions of the Engineer. The contractor shall comply with such order at his own expense- and within the time specified in the order. If the contractor fails to comply, the Engineer shall be at liberty to dispose and such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days.

5.10. No work shall be covered up and put out of view by the contractor without approval of the Engineer or his Representative and whenever required by him the contractor shall uncover any part or parts of the work or make openings in or through the same as may be directed by the Engineer or his Representative from time to time and shall reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the contractor. The Trustees shall reimburse such cost as determined by the Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.

5.11. On a written order of the Engineer or his Representative the contractor shall delay or suspend the progress of the work till such time the written order to resume the execution is received by him. During such suspension the contractor shall protect and secure the work to the satisfaction of the Engineer or his Representative. All extra expenses in giving effect to such order shall be considered by the Trustees, unless such suspension is

- (i). Otherwise provide for in the contract, or
- (ii). Necessary by reason of some default on the part of the Contractor, or
- (iii). Necessary by reason of climatic conditions on the site, or
- (iv). Necessary for proper execution of the works or for the safety of the works or any part thereof. The Engineer shall settle and determine such extra payment and / or Extension of completion time to be allowed to the contractor, as shall, in the opinion of the Engineer, be fair and reasonable.

If at any time before or after commencement of the work the Trustees do not require the whole of the work tendered for, the Engineer shall notify the same to the contractor in writing and the contractor shall stop further works in compliance of the same. The

Contractor shall not be entitled to any claim for compensation for underived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer in the original specifications, drawings, designs and instruction.

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

## **6. TERMS OF PAYMENT:**

- 6.1. No Sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer. On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advances, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.
- 6.2. All payments shall be made to the Contractor on the basis of measurement of actual work done, as recorded in the Trustees' measurement books and at accepted tendered or at agreed rates, as the case may be except as otherwise provided in the contract and when the Engineer decided any other rate for change in the scope of work or omission, if any, on the part of the Contractor.
- 6.3. For work of sanctioned tender value more than Rs. 50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made at the discretion of the Engineer or his Representative at intervals deemed suitable and justified by him. Provided always that, subject to execution of work of substantial value in the context of the contract price, the interval of such on account payments shall be decided by the Engineer or his Representative, which shall ordinarily not be less than 1 month in between two payments for on account bill and / or advance.
- 6.4. Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and / or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the Engineer's Representative in every manner required by him. After the measurements taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a taken of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even other 3 days written notice from the Engineer's Representative the measurement shall be taken ex-part by the Engineer's representative and those shall be accepted by the Contractor.
- 6.5. Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or

his accredited Agent over his Rubber Stamp. The Engineer or his Representative may, in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the “net payable” sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees end., The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amount and recoveries to type out the bill.

6.6. At the discretion of the Engineer or his Representative and only in respect of accepted offers/ where estimated amount put to tender would be Rs. 2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor. Provided always that—

i. The materials shall, in the opinion of the Engineer or his Representative, be of imperishable nature.

ii. The value of such materials shall be assessed by the Engineer or his Representative, at their own discretions,

iii. A formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor’s materials.

iv. The materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise,

v. In the event of shortage of such materials within the Trustees’ protected areas in the Docks, the contractor shall submit an indemnity Bond in the proforma and manner acceptable to Trustee’ whereby the contractor shall indemnify the Trustees’ against all financial loss/ damage, on account of loss/ damage to such materials for whatever reasons.

vi. In the event of storage of such materials outside the Trustees’ protected areas the Contractor shall submit to the Engineer an irrevocable Bank Guarantee favouring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Kolkata / Haldia Branch of any Nationalised Bank or a Scheduled Commercial bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee.

vii. The amount of advance shall be recoverable from the contractor’s bills or any other dues, progressively with the consumption of the materials on the basis of quantity consumed. Consequent on full recovery of the advance the Indemnity Bond / Bank Guarantee, vide sub-clause (v) & (vi) above, shall be returned to the Contractor duly discharged by the Engineer on behalf of the Trustees.

6.7. No Certificate of the Engineer or his Representative shall protect the Contractor against or prevent the Trustees from obtaining repayment from the Contractor, in case the

Engineer or his Representative should over certify for payment or the Trustees should over-pay the Contractor on any account.

- 6.8. No claim for interest shall be admissible to the Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Trustees, owing to dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise.

## **7. VARIATION AND ITS VALUATION:**

- 7.1. The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfillment of his obligation under the contract.

- 7.2. The Engineer shall have the power to order the Contractor in writing to make any variation of the Quantity, quantity or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows:

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

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

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

- 7.5. a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer.

- b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.

- c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if

in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra additional or substituted work, then the Engineer may decided the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.

d) If the nature or amount of any omission or addition relative to the nature or amount of the whole of the contract work or to any part thereof shall be such that, in the opinion of the Engineer, the rate of prices contained in the contract for any item of the works or the rate as evaluated under sub-clauses (b) and (c) of this clause, is by reason of such omission or addition rendered unreasonable or in-applicable the Engineer shall fix such other rate or price as he deems proper and the Engineer's decision shall be final, binding and conclusive.

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

8.1. Should the quantum of extra or additional work of any kind or delayed availability of the Trustees' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotions or other special circumstances of any kind beyond the control of the Contractor cause delay in completing the work, the contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work, with or without the imposition of "Liquidated Damaged" Clause (No.8.3hereof) on the Contractor and his decision shall be binding on the contractor. If an extension of completion time is granted by the Engineer, the clause No.8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communication by the Engineer, as aforesaid.

8.2. a) If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the contractor shall pay as compensation (Liquidated Damage)to the Trustees and not as a penalty, ½ % (half percent) of the total value of work (contract price) as mentioned in the latter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% the said value of work.

b) Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation / damage in Sub-Clause (a) of this clause, from any money due or likely to become due to the contractor. The payment or deduction of such compensation/damage shall not relieve the Contractor from his obligation to

complete the work or from any of his other obligations/liabilities under the contract and in case of the Contractor's failure and at the absolute discretion of the Engineer, the work may be ordered to be completed by some other agency at the risk and expense of the Contractor, after a minimum three days notice in writing has been given to the contractor by the Engineer or his Representative.

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

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

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

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

8.3.3 Upon termination of contract, the contractor shall be entitled to receive payment of only 90 % of the value of the work actually done or materials actually supplied by him and subject to recoveries as per contracts, provided the work done and materials conform to specifications at the time

of taking over by the Trustees. The payment for work shall be based on measurements of actual work done and priced at approved contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall in no case be more than market rates prevailing at the time of taking over by the Trustees. The Engineer's decision in all such case shall be final, binding and conclusive.

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

## **9. MAINTENANCE AND REFUND OF SECURITY DEPOSIT**

- 9.1. On completion of execution of the work the contractor shall maintain the same for a period, as may be specified in the form of a Special Condition of the Contract, from the date mentioned in the initial Completion Certificate in the Form G.C.1. Any defect / fault, which may appear in the work during aforesaid maintenance period, arising, in the sole opinion of the Engineer or his Representative, from materials or workmanship not in accordance with the contract or the instruction of the Engineer or his Representative, shall, upon the written notice of the Engineer or his Representative, be amended and made good by the Contractor at his own cost within seven days of the date of such notice, to the satisfaction of the Engineer or his Representative, failing which the Engineer or his Representative shall have the defects amended and made good through other agency at the Contractor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in manner deemed suitable by the Engineer.
- 9.2. The Contract shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a final Completion Certificate in form G.C. 2 annexed hereto shall have been signed and issued by the Engineer to the contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working or using thereof by the trustees shall not relieve the Contractor of his obligations under the contract for full and final completion of the work.
- 9.3. On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by submitting to the Engineer (i) The Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his "No further claim" Certificate in 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 Contractor, after making deduction there from in respect of any sum due to the Trustees from the Contractor.

## **10. INTERPRETATION OF CONTRACT DOCUMENTS , DISPUTES & ARBITRATION**

- 10.1. In all disputes, matters , claims , demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications and Instructions or as to the quality of workmanship or as to the materials used in the work

or the execution of the work whether during the progress of the work or after the completion and whether before or after the determination , abandonment or breach of the contract the decision of the Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the Contractor .

10.2. If, the Contractor be dissatisfied with any such decision of the Engineer, he shall within 15 days after receiving notice of such decision require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.

10.3. If , however , the contractor be still dissatisfied with the decision of the Chairman , he shall, within 15 days after receiving notice of such decision required that within 60 days from his written notice , the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act , 1940 or any statutory modification thereof .

10.3.1 If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which it was left by his predecessor.

10.3.2 The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.

10.3.3 The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties.

10.3.4 The Venue of the arbitration shall be Kolkata or as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference to cost of any incidental to the reference and award respectively shall be in discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid .

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

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

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

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

10.5. ***Provided always as follows:***

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



- (b) The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.
- (c) Contractor's dispute, if any, arising only during the maintenance period stipulated in the contract, must be submitted to the Engineer, with detailed justifications in the context of contract Conditions, before the final completion of the work.

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

- (d) Contractor's claim / dispute raised beyond the time limits prescribed in sub-clauses 10.5(b) and 10.5(c) hereinabove, shall not be entertained by the Engineer and / or by any Arbitrator, subsequently.
- (e) The Chairman / Trustees shall have the right to alter the panel of Arbitrators, vide Clause 10.3 here-in-above, on their sole discretion, by adding the names of new Arbitrators and / or by deleting the names of existing Arbitrators, without any reference to the Contractor.

**SYAMA PRASAD MOOKERJEE PORT, KOLKATA**

**FORM G.C.1**

Contract .....

Address .....

Date of Completion.....

Dear Sir/s,

This is to certify that the following works viz. (Name of the Work).....

Estimate Number E.E.O .....dt .....

C.E.O.....dt .....

Work Order Number .....

Allocation.....

Contract Number .....

which was carried out by you is in the opinion of the undersigned completing in every respect on the ..... Day of .....20.....in accordance with the terms of the Contract and you are required to maintain the work in accordance with clause 62 of the General Conditions of Contract and under the provisions of the Contract for a period of ..... days/weeks/months/years from the ..... day of ..... 20 .....to the ..... day of ..... 20 .....

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

Name.....

Designation.....

Office Seal

c.c. to The Deputy Chief Mechanical Engineer  
Financial Adviser & Chief Accounts Officer

**SYAMA PRASAD MOOKERJEE PORT, KOLKATA**

**FORM G.C.2**

The Financial Adviser & Chief Accounts Officer.

**CERTIFICATE OF FINAL COMPLETION**

This is to certify that the following works viz.

Name of work .....

Estimate No. E.E.O. .... dt .....

C.E.O. ....dt .....

Work Order No ..... dt .....

Allocation .....

Contract No.....

Resoln. No & Meeting No : .....

Allocation .....

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

Signature (.....)

(Engineer / Engineer's Representative)

Name.....

Designation.....

Office Seal

**SYAMA PRASAD MOOKERJEE PORT, KOLKATA**

**FORM G.C.3**

(‘No Claim’ Certificate From Contractor)

Chief Mechanical Engineer  
Syama Prasad Mookerjee Port, Kolkata,

(Attn .....)

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

Dear Sir,

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

Name of Work .....

Work Order No ..... dt .....

Allocation.....

Contract No.  
.....

Agreement No .....dated .....and I/We have no further claim against  
Syama Prasad Mookerjee Port, Kolkata in respect of the above mentioned job.

Yours faithfully,

(Signature of Contractor)

Date .....

Name of Contractor .....

Address .....

(Official Seal of the Contractor)

## ANNEXE- I

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

To

The Board of Trustees  
for the Port of Kolkata.

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

Name of issuing Bank.....

Name of Branch.....

Address.....

In consideration of the Board of Trustees of the Port Kolkata, a body corporate - duly constituted under the Major port Trust Act, 1963 ( Act 38 of 1963), having agreed to exempt Shri / Messrs ..... a proprietary / Partnership / Limited / Registered Company, having its Registered Office at ..... (hereinafter referred to as “The Contractor”) from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors’ bills under the terms and conditions of a contract made between the Trustees and the Contractor for .....  
..... (write the name of the work as per Work Order) in terms of the Work order No ..... dated.....(hereinafter referred to as “the said contract”), for the due fulfillment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs.....(Rupees.....), we .....Branch, Kolkata.....do, on the advise of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs.....  
(Rupees.....) we, ..... Branch, Kolkata.....shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the same so demanded to the Trustees within a week from the date such demand by an A/c. Payee Banker’s Cheque drawn in favour of ‘Kolkata Port Trust’, without

any demur . Even if there any dispute between the Contractor and the Trustees, this would be no ground for us, .....(Name of Bank) ..... Branch Kolkata.....to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We, ..... Branch, Kolkata ..... decline or fail or neglect to honour the Bank Guaranteed in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

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

3. We,..... Branch, Kolkata .....further agree that the Bank Guaranteed herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that is shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid up to and inclusive of .....day 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 up to..... Or any extension thereof made by us, .....Branch, Kolkata ..... in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required / determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

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

SIGNATURE.....

NAME.....

DESIGNATION.....

(Duly constituted attorney for and on behalf of)

BANK.....

BRANCH.....

Kolkata.....

(OFFICIAL SEAL OF THE BANK)

### **Form of Agreement**

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

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in General Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.

- (a) The said Tender / Offer & the acceptance of the Tender / Offer
- (b) The General Conditions of Contract
- (c) The Special Conditions of Contract
- (d) Special Conditions of Contract (if any)
- (e) The Conditions of Tender
- (f) The Specifications
- (g) The Bill of quantities
- (h) The Trustees Schedule of Rates and Prices (if any).
- (i) All correspondence by which, the contract is added, amended, varied or modified in any way by mutual consent.

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

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

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



The Seal of .....  
was hereunto affixed in the presence of:

Name : .....

Address : .....

**Or**

**SIGNED, SEALED AND DELIVERED**

By the said .....  
in the presence of:.....

Name .....

Address: .....

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

Name.....

Address: .....

**Format for Power of Attorney**

(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(s) is/are attested below, is/are hereby  
authorized on behalf of ..... (Name of the Tenderer in case of a  
consortium, name of the lead member)) to sign the e-tender (e-tender No.  
.....and (e-tender subject.....) and  
submit the same and is hereby further authorized to provide relevant information/ document and  
respond to the enquiries etc. as may be required by Syama Prasad Mookerjee Port, Kolkata, 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 with Seal)

**Format for submitting details of Similar Work**

	Name of similar project(s)/work(s) executed successfully	Period(s) of the project(s)	Value(s) of the project(s)
Single entity			

(The single entity tenderer shall furnish its details in the appropriate column).

Description of each project shall have to be provided while giving the following details:

- (i). Location of the project(s).....  
(ii). Contact details of the concerned personnel(s) of the project(s).

Name of the contact person(s)	
Designation(s)	
Address(es)	
Telephone No(s) / Mobile No(s)	
Fax No(s)	
Email(s)	

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.....

**Financial capability of the Tenderer**

Applicant Type	Annual Financial Turnover (Rs. in Crores)
Single entity Tenderer	Average of last 3 years: .....

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.....

**Technical Information of Locomotives**

<b>Sl. No.</b>	<b>Description</b>	<b>Please furnish the information below</b>
1	Class of Locomotive	
2	Service	
3	Type of Locomotive	
4	Transmission	
5	Type of Transmission in case of Diesel Electric Loco	
6	Governor	
7	Type of Control System	
8	Gauge	
9	Installed Engine Horse Power	
10	Traction Horse Power	
11	Hauling Capacity at start on straight & level Track	
12	Hauling Capacity at running on straight & level Track	
13	Nominal weight of Locomotive in working condition	
14	Axle Arrangement	
15	Maximum Operating Speed	
16	Minimum Continuous Speed	
17	Maximum Tractive Effort at start	
18	Minimum continuous Tractive Effort at shunting speed	
19	Diesel Engine Model and Make	
20	SFC gm/hp/ hr.	
21	Consumption at Idling	
22	Fuel Tank Capacity	
23	Bogie	
24	Loco Brake	
25	Train Brake	
26	Any other information.	

**ANNEXE- O****Profile of Locomotive Driver**

Sl. No.	Name	Age	Training particulars		Experience in years	Type of Locomotive operated	Medical Certificate on general health condition of locomotive driver mentioning eye sight, colour blindness etc.*
			Name of organization from where Loco Driver received training	Duration of Training			
1.							
2.							
3.							
4.							
5.							
6.							

Note: Contractor must submit the Training certificate and General Health certificate of Locomotive Drivers.

**ANNEXE- P**

Notice Inviting Global e-Tender No.: KoPT/KDS/Mech/C/ADV/ dated .....

**Check List for Bid submission**

Sl. No.	Documents	Cover No.	Please tick (✓) if submitted and cross (X) if not submitted
1	Scanned copy of Covering Letter for submission of tender unconditionally accepting all the terms and conditions of the tender including the Addendum, if issued as per ANNEXE-A	Cover-I	
2	Scanned copy of Tender Fee	Cover-I	
3	Scanned copy of Earnest Money Deposit	Cover-I	
4	Scanned copies Audited Balance Sheet and Profit and Loss Account for last three financial years ending 31 <sup>st</sup> March, 2020.	Cover-I	
5	Scanned copies of Self attested documentary evidence of successful completion of similar work as proof of fulfilling the Pre-qualification Criteria of the tender.	Cover-I	
6	Scanned copy of GST Registration Certificate	Cover-I	
7	Scanned copy of Self Attested Valid Professional Tax Clearance Certificate /up to date tax payment challan, if applicable.	Cover-I	
8	Scanned copy of self attested valid Trade License/ Registration.	Cover-I	
9	Scanned copy of self attested PAN Card.	Cover-I	
10	Scanned copies of Income Tax Return of last 3 years ending 31 <sup>st</sup> March, 2020.	Cover-I	
11	Scanned copy of Statement to confirm the status of the Tenderer – whether a Partnership Firm, Company or Proprietorship Firm.	Cover-I	
12	Profile of the tenderer as per ANNEXE-B	Cover-I	
13	Pro-forma of Affidavit for exemption from ESI Act as per ANNEXE-C	Cover-I	
14	Indemnity Bond for exemption from ESI Act as per ANNEXE-D	Cover-I	
15	Integrity Pact as per ANNEXE-E	Cover-I	
16	Undertaking in lieu of submission of signed copy of Tender Document in full as per ANNEXE-F	Cover-I	
17.	Pro-forma of Earnest Money Deposit in the form of Bank Guarantee as per ANNEXE-G	Cover-I	
18.	General Conditions of Contract (Forms and Agreements) as per ANNEXE-H	Cover-I	
19.	Draft Pro-forma of Bank Guarantee in lieu of cash Security Deposit as per ANNEXE-I	Cover-I	
20	Form of Agreement as per ANNEXE-J.	Cover-I	
21	Format of Power of Attorney as per ANNEXE-K.	Cover-I	
22	Format for submitting details of similar works as per ANNEXE-L.	Cover-I	
23	Format for financial capability of the Tenderer as per ANNEXE-M	Cover-I	
24	Technical Information of Locomotive as per ANNEXE- N	Cover-I	
25	Profile of Locomotive Driver as per ANNEXE -O	Cover-I	
26	Training certificate and General Health certificate of Locomotive Drivers to be uploaded along with Profile of Locomotive Driver.	Cover-I	
27	Check List for bid submission as per ANNEXE-P	Cover-I	