

**SYAMA PRASAD MOOKERJEE PORT, KOLKATA
(FORMERLY KOLKATA PORT TRUST)
HALDIA DOCK COMPLEX**



ENGINEERING DEPARTMENT INVITE E-TENDER

[Tender No. SDM(P&E)/T/8/2021-2022]

FOR

**Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP
(Model: WDG3A) Locomotive for a period of 5 (Five) years for
Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata.**

July- 2021

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[Tender No. SDM(P&E)/T/8/2021-2022]

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**SYAMA PRASAD MOOKERJEE PORT, KOLKATA
(FORMERLY KOLKATA PORT TRUST)**

HALDIA DOCK COMPLEX

SHORT E-TENDER NOTICE

Tender No. SDM(P&E)/T/8/2021-2022

Online e-tenders are invited for the work of “**Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata**”.

Date of Pre-Bid meeting: **10.08.2021, 11:00 Hrs. (IST) onwards.**

Closing date & time of online submission of e-tender : **13.09.2021, up to 15:00 Hrs. (IST)**

For details of tender and any corrigendum / addendum, please visit e-Nivida's e-portal
<https://kopt.enivida.in>

**General Manager (Engineering)
Haldia Dock Complex
SMP, Kolkata**

**SYAMA PRASAD MOOKERJEE PORT, KOLKATA
(FORMERLY KOLKATA PORT TRUST)**

**HALDIA DOCK COMPLEX
NOTICE INVITING E-TENDER**

(Tender No. SDM(P&E)/T/8/2021-2022)

E-Tenders, under single stage two part system [Part I: Pre-qualification & Techno-commercial Bid and Part II: Price Bid] are invited on behalf of Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port, Kolkata (SMP Kolkata), from the intending bidders, fulfilling the “Minimum Eligibility Criteria (MEC)” and complying with the “Other documents” for the work of Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”

2.1 MINIMUM ELIGIBILITY CRITERIA (MEC):

- 2.1.1** The average annual financial turnover of the bidder, during the last three (3) years, ending 31st March, 2020, must be at least **Rs 1,14,88,500.00**. Auditor’s Report of the bidding firm, certified by Chartered Accountant (CA), for the years 2017-18, 2018-19 and 2019-20, including relevant Audited Balance Sheets and Profit & Loss Accounts, should be made available.

Note: The bidder is to upload the scanned copies of Annual Financial Turnover Statement (certified by CA) for the years 2017-18, 2018-19 and 2019-20 along with Balance Sheets and Profit & Loss Accounts.

- 2.1.2** The bidders must have experience of having successfully completed “Similar Works” [defined below] during last seven (7) years, ending last day of month previous to the one in which tenders are invited, and the experience must be either of the following :-
- a) Three similar completed works of contract value not less than **Rs 1,53,18,000.00** each.
Or
 - b) Two similar completed works of contract value not less than **Rs 1,91,47,500.00** each.
Or
 - c) One similar completed work of contract value not less than **Rs 3,06,36,000.00**

The term “*similar works*” means –

“Successful execution of Operation & Maintenance / supply (hire basis / owned / leased by the firm) of High Power Diesel Electric / Diesel Hydraulic Locomotive, turbo charged, DC-DC /AC-AC /AC-DC transmission or equivalent at Port Sectors / Central Govt. / State Govt. / PSU / other reputed organisations”.

Note:

1. In case any composite work order is submitted as credential then the exact executed work order value corresponding to the specified nature of job / similar job as defined above will be considered for evaluation and the same needs to be clearly mentioned & should be supported by documentary evidence corresponding to the value as defined under 2.1.2 (a), 2.1.2(b) & 2.1.2(c) as the case may be, otherwise the credential will not be considered.
2. Completed Work: Completed work means the executed/ completed portion of work order/ AMC (Annual Maintenance Contract)/ RC (Running Contract), even if the work has not been completed in totality subject to furnishing proof of executed value of the work in the form of certified copies of RA (Running Account) bills or certificate from

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

the organization (Where the bidder has worked) to this effect that the job to this extent has been done by the bidder satisfactorily.

3. The bidder must upload the scanned copies of work order(s) for similar works, successful completion certificates (with performance) from clients indicating the date of completion, value of work done, etc.

2.2 DOCUMENTS

2.2.A. ESSENTIAL DOCUMENTS:

The bidder should also upload scanned copies of the following documents along with bids;

- a) Scanned copies of **Audited Balance Sheets and Profit & Loss Accounts for the years 2017-18, 2018-19 and 2019-20.**
- b) Scanned copies of work order(s) for similar works, successful completion certificates (with performance) from clients indicating the date of completion, value of work done, etc. Work Experience as a sub-contractor or supply contractor shall not be considered as requisite qualification.
- c) Scanned copy of **Power of Attorney (if applicable).**
Note: In case the tender is submitted by the Proprietor of the Firm, Power of Attorney is not required.
- d) **Bid security declaration (as per given format in the tender document).**
- e) Scanned copy of **Integrity Pact**, duly filled up, signed and stamped.
- f) Scanned copy of valid **Trade Licence.**

2.2. B. OTHER DOCUMENTS:

- i. **Goods and Services Tax (GST) Registration Certificate**, issued by Government of India.
- ii. Valid **Profession Tax Clearance Certificate (PTCC)** or Up-to-date **Profession Tax payment challan**, if applicable. If this is not applicable, the bidder must submit [upload] a declaration in this regard.
- iii. Certificate for allotment of **Employees' Provident Fund (EPF) Code No. [Latest challan]** is to be submitted (uploaded)], if applicable. If this is not applicable, the Bidder should submit [upload] a declaration (in the form of Affidavit), in this regard.
- iv. Registration certificate of **Employees' State Insurance (ESI)** authority, if applicable.
- v. If this is not applicable, necessary document(s) [to establish Non-applicability], along with **affidavit, affirmed before a first-class Judicial Magistrate** to that effect, are to be submitted [uploaded]. Moreover, such bidder(s) shall have to submit a declaration, confirming that they will obtain registration certificate of ESI authority, if required, and they will indemnify **Kolkata Port Trust** against all damages & accident occurring to their labourer (including that of sub-contractor's labourers), in connection with the instant contract, in case they become a Successful Bidder.
- vi. PAN Card, issued by Income Tax Department, Government of India.
- vii. **Certificate of MSME / Micro & Small Enterprises (MSEs) / DIC / SSI / National Small Industries Corporation (NSIC) under single point registration / Aadhar Udyog or any empowered Central / State Govt. authority** to get benefit in this regard.

2.3 The bidders are required to submit bid as per the instructions of the instant bidding documents (including Notice Inviting e-Tender). Bid will be considered rejected if any of the essential documents

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

as mentioned in Clause no. 2.2.A is not submitted by the bidder. Essential documents means papers related to “Minimum Eligibility Criteria (MEC)”, including Bid Document fee, Bid Security Declaration, Power of Attorney.

2.4 AVAILABILITY OF THE BIDDING DOCUMENTS:

The bidding documents (in full) would be available in the following websites:-

- <https://kopt.enivida.in> of E-Nivida Portal.
- <https://smpportkolkata.shipping.gov.in/> of SMP, Kolkata [Formerly Kolkata Port Trust].

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

2.5 PARTICIPATING IN THE BIDDING PROCESS:

The bidders will have to participate in the electronic bidding process through the website of E-NIVIDA (<https://kopt.enivida.in>) only.

**General Manager (Engineering)
Haldia Dock Complex
SMP, Kolkata**

SCHEDULE OF TENDER (SOT)

(Tender No. SDM(P&E)/T/8/2021-2022)

3.1.	Name of work	::	Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata.
3.2.	Tender Inviting Authority	::	General Manager (Engg.), Haldia Dock Complex, SMP, Kolkata
3.3.	Mode of Tender	::	e-Procurement System. Online (Part I: Pre-qualification & Techno-commercial Bid and Part II: Price Bid) through https://kopt.enivida.in of e-Nivida. No physical tender is acceptable by Haldia Dock Complex, SMP, Kolkata.
3.4.	Estimated Cost	::	Rs. 19,14,75,000.00 (excluding GST) for a period of 5 years.
3.5.	i) Bid Document Fee (Cost of bidding documents)	::	The intending bidders should deposit Rs 2,950.00 (Indian Rupees: Two thousand nine hundred and fifty) only [including GST @ 18%] , as Bid document Fee (non-refundable), to Haldia Dock Complex, through DD/Banker Cheque in favour of Syama Prasad Mookerjee Port, Kolkata on any Scheduled/Nationalized Bank payable at Haldia, otherwise their offer will be summarily rejected. Copy of the DD/Banker's Cheque should be uploaded. In case the aforesaid Bid Document fee [non-refundable] is not deposited by the Bidder, the respective bid will be summarily rejected, treating the same as non-responsive. For exemption of Bid Document Fee:- Bidders to upload the scanned copy of the certificate from MSME / Micro & Small Enterprises (MSEs) / DIC / SSI / National Small Industries Corporation (NSIC) under single point registration / Aadhar Udyog or any empowered Central / State Govt. authority is required in electronic format.
	ii) Earnest Money Deposit (EMD)	::	No Earnest Money is required to be deposited to Haldia Dock Complex, SMP Kolkata. All bidders shall upload a "Bid Security Declaration" as per format attached as Annexure-B of Bidding form V.
			NOTE :: i) Bid Document Fee/ Exemption of Bid Document fee and Bid security Declaration [as per format attached as Annexure-B of Bidding form V] are to be physically deposited at the office of Tendering Authority [Sr. Dy. Manager (P&E)], Haldia Dock Complex, Operational Administrative Building(1st floor), Chiranjibpur, Haldia, PIN 721604, separately in a single sealed envelope,

"Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata".

			<p>mentioning Tender no. with proper marking.</p> <p>Demand Draft /Banker's Cheque against cost of bidding document, should be submitted/deposited on any scheduled/ nationalized Bank, by the bidder in favour of Syama Prasad Mookerjee Port, Kolkata payable at Haldia before opening of the tender, as specified in the Tender Document.</p>
	iii) RailTel Tender Processing Fee (Non refundable)		<ol style="list-style-type: none"> 1. Mode of Payment:- E-payment Only through Debit / Credit Card or Net Banking. 2. Tender Processing Fee (TPF)- 0.1% of estimate cost (Minimum 750/- and Maximum 7500/-) plus GST @ 18%. 3. Registration Charges: Rs. 2000/- + Applicable GST Per Year. <p>Note:</p> <ol style="list-style-type: none"> 1. The bidders, who are not yet to be registered with RailTel, are advised to get themselves registered with RailTel, at least 72 (seventy-two) hours prior to bid submission. <p>Bidders are required to ensure that their corporate email id provided is valid and updated at the stage of registration of vendor with RailTel's e-Nivida Portal (i.e. Service Provider).</p>
3.6.	Commencement of work contract	::	This contract will come into effect from the date of signing of agreement.
3.7.	Bid Validity	::	180 days.
3.8.	Performance Bank Guarantee / Security Deposit	::	3% of the contract value (excluding GST) as accepted by HDC, SMP, Kolkata.
3.9.	Period of contract		This contract will come into effect from the date of signing of Contract Agreement and will remain valid for 5 (five) years from the date of commencement of operation of the locomotives under our Traffic Railways Operation Division.
3.10.	Date, time and venue of Pre-Bid Meeting (off-line).	::	<p>10.08.2021, 11:00 Hrs. (IST) onwards.</p> <p>Office of Sr. Dy. Manager (P&E); Operational Administrative Building, Haldia Dock Complex, SMP, Kolkata.</p> <p>Chiranjibpur; P.O. Haldia;</p> <p>Dist. Purba Medinipur;</p> <p>PIN: 721 604; West Bengal; India.</p>
3.11.	i) Starting date & time of submission of e-Tender at https://kopt.enivida.in	::	23.08.2021, from 11:00 Hrs. (IST).
	ii) Closing date & time of submission of e-Tender at https://kopt.enivida.in	::	13.09.2021, up to 15:00 Hrs. (IST).

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

	iii) Date & time of opening of Part-I (Techno-commercial Bid)	::	14.09.2021, 15:30 Hrs. (IST) onwards.
	iv) Date & time of opening of Part-II (Price Bid)	::	Shall be informed separately.
3.12.	Address of the Employer	::	Syama Prasad Mookerjee Port, Kolkata (FORMERLY Kolkata Port Trust) 15, Strand Road, Kolkata – 700 001, West Bengal, India.
3.13.	Address of Engineer	::	General Manager (Engineering), Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata. <u>Address:</u> Engineering Department, Jawahar Tower Complex, P.O. Haldia Township; Dist. Purba Medinipur ; PIN: –721607, West Bengal, India. Telephone no. : + 91-3224-264496 E. mail : aganesan.hdc@kolkataporttrust.gov.in
3.14.	Address of the Engineer's representative	::	Shri K. Mukhopadhyay, Designation : Sr. Dy. Manager (P&E), Operational Administrative Building (1 st floor), SMP, Kolkata, Haldia Dock Complex, Chiranjibpur; P.O: Haldia; Dist. Purba Medinipur; PIN: 721 604; West Bengal; India. Telephone no. : + 91-3224-252713 Mobile no. : + 91 94340 62312 E. mail : koushikm.hdc@kolkataporttrust.gov.in

General Manager (Engineering)
Haldia Dock Complex
Syama Prasad Mookerjee Port, Kolkata

SECTION – IV

Important instructions for online bid submission

4.1 Introduction:

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

4.1.2 Further, bidders are requested to go through the following information and instructions available on the **RailTel** , <https://kopt.enivida.in>, before responding to this e-tender :

- Bidders Manual Kit
- Help for Contractors
- FAQ

Contact person (Haldia Dock Complex):

- (i) Shri K. Mukhopadhyay,
Designation: Sr. Dy. Manager (P&E),
Mobile No.: + 91 94340 62312
Landline: + 91-3224-252713
E-mail : koushikm.hdc@kolkataporttrust.gov.in
- (ii) Shri D. Prakash,
Designation: Asst. Manager (P&E)
Mobile No.: + 91 7478007302
E-mail : dprakash.hdc@kolkataporttrust.gov.in

Contact person (E-Nivida):

- (i) Shri Siddharth Ghosh
Mobile No.: + 91 9355030604
E-mail : ewizardsiddharth@gmail.com

- 4.2 4.2.1** All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- 4.2.2** E-tender cannot be accessed after the due date and time mentioned in NIT. The process involves Electronic Bidding for submission of Tender Document Fee and Bid Security Declaration, Techno- Commercial Bid as well as Price Bid.
- 4.2.3** SMP, Kolkata reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- 4.2.4** Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- 4.2.5** No deviation to the technical and commercial terms & conditions are allowed.
- 4.2.6** The bidders must upload all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the tender shall not be considered.
- 4.2.7** The bid will be evaluated based on the filled-in technical & commercial formats. Price bid must be filled-up in EXCEL Sheet through E-NIVIDA PORTAL (which is uploaded by SMP, Kolkata).
- 4.2.8** Bidder has fully read and understood the entire Tender Document, GCC, Corrigendum and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Corrigendum and Addenda".
A declaration in this regard is to be made by the bidder.

- 4.2.9 (A) Tender will be opened electronically on specified date and time as mentioned in the NIT. Bidder's can witness electronic opening of Bid.
- (B) Necessary addendum/corrigendum (if any) of the tender would only be hoisted in the E-Nivida.
- (C) Bid Document Fee/ Exemption of Bid Document fee should reach this office physically before opening of Tender document, failing which techno-commercial bid will not be opened.
- (D) Bid Document Fee/ Exemption of Bid Document fee details are to be treated as essential documents should upload with the other essential documents.

4.3 Instructions related to Micro & Small Enterprises (MSEs):

- 4.3.1 Since MSME / Micro & Small Enterprises (MSEs) / DIC / SSI / National Small Industries Corporation (NSIC) under single point registration / Aadhar Udyog or any empowered Central / State Govt. authority are exempted from paying tender fee, submission of necessary documents by such bidders in this regard is also imperative. ***But all MSEs registered with NSIC /DIC are not exempted from depositing cost of tender document. Only those firms, having documents of such exemption for the whole tender work (as per Scope of Work) will be exempted.*** Documentary evidence must be submitted in techno-commercial part of Tender for claim of such exemption, failing which their offer would be summarily rejected.
- 4.3.2 When splitting of tender quantity is not possible purely on technical ground, Trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.

4.4 Other Instructions related to e-Procurement:

- 4.4.1 All notices and correspondence with the bidder(s) shall be sent by e-mail only during the process till finalization of tender by HDC, SMP Kolkata. Hence, the intending bidders are required to ensure that their e-mail IDs provided are valid and updated at the stage of registration of bidders with E-NIVIDA (i.e., Service Provider). The intending bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
- 4.4.2 In all cases, an intending bidder should use their own ID and Password, along with Digital Signature, at the time of submission of their bid. It is mandatory that all bids are submitted with Digital Signature Certificate (DSC), otherwise the same will not be accepted by the system.
- 4.4.3 Addenda, Corrigenda and Queries & Clarifications (with respect to the instant e-Tender), if any, would be hosted in the e-Procurement portal of E-NIVIDA.
- Since there is no provision to take out the list of intending bidders downloading the bidding documents from the websites mentioned in the Tender Notice, the intending bidders are requested to check the website of E-Nivida to ensure that they have not missed any Addenda, Corrigenda and Queries & Clarifications, uploaded against the instant e-Tender, after downloading the bidding documents. The responsibility of downloading such Addenda, Corrigenda and Queries & Clarifications, if any, will be that of the intending bidders.
- 4.4.4 No deviation/variation of the techno-commercial terms and conditions of the bidding documents will be considered by HDC, SMP Kolkata. Submission of bid in the e-Tender platform by any bidder confirms their acceptance of the techno-commercial terms and conditions of the bidding documents.

- 4.4.5** HDC, SMP Kolkata reserves the right to accept or reject any bid (in full or part) and to annul the bidding process and to reject all bids, at any time prior to contract award, without assigning any reason thereof and without thereby incurring any liability to the bidders.
- 4.4.6** Any order resulting from this open e-Tender shall be governed by the terms and conditions mentioned therein.
- 4.4.7** All electronic bids submitted during the e-Tender process shall be legally binding on the bidders. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by HDC, SMP Kolkata will form a binding contract, between HDC, SMP Kolkata and the bidder, for execution of the work. Such successful bidder shall be called hereafter the 'CONTRACTOR'.
- 4.4.8** The bids will be evaluated based on the filled-in Technical & Commercial formats and the requisite documents submitted (uploaded) by the bidders.
- 4.4.9** The documents uploaded by bidder(s) will be scrutinized. During scrutiny, in case any of the information furnished by the bidder is found to be false, Punitive action, including suspension and banning of business, can also be taken against such defaulting bidder(s).
- 4.4.10** HDC, SMP Kolkata, at its discretion, may extend the closing date & time of e-Tender, prior to the closing date & time of e-Tender mentioned in the Schedule of Tender (SoT). However, the closing date & time of e-Tender will not be extended, under any situation, after the due date is over.

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

- 4.5.1 Part I** (Pre-qualification & Techno-commercial Bid) will be opened electronically on specified date and time, as given in the Schedule of Tender (SoT). Bidder(s) can witness electronic opening of bid(s).
- 4.5.2 Part II** (Price Bid) will be opened electronically of only those bidder(s), who qualify (ies) in the "Pre-qualification & Techno-commercial Bid" [Part I]. Such bidder(s) will be intimated date of opening of Part II (Price Bid), through e-mail, to valid e-mail ID(s) confirmed by them.

4.6 RailTel Tender Processing Fee (Non refundable)

Mode of Payment:- E-payment Only through Debit/Credit Card or Net Banking.

Tender Processing Fee(TPF)- 0.1% of estimate cost (Minimum 750/- and Maximum 7500/-) plus GST @18%.

Registration Charges: Rs. 2000/- + Applicable GST Per Year

SECTION – V

INSTRUCTIONS TO BIDDERS (ITB)

5.1 GENERAL

Definition and interpretations :

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

5.2 Fraud and corruption

5.2.1 It is the policy of **SMP Kolkata (FORMERLY KoPT)** to require that bidders, Contractors, Sub-contractors, and Consultants, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, **SMP Kolkata :**

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

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

and

- (e) will have the right to require that a provision be included in Bidding Documents and in contracts, requiring bidders, contractors, subcontractors, and consultants to permit SMP Kolkata to inspect their accounts and records and other documents relating to the bid submission and contract performance.

5.2.2 Furthermore, bidders shall be aware of the provision stated in GCC.

5.3

Eligible bidders

5.3.1 A Bidder, and all parties constituting the Bidder, **should have the nationality of any country**. A Bidder shall be deemed to have nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of the country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or contractors for any part of the contract, including related services

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

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

Or

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

5.3.3 Participating by a Bidder in more than one bid shall result in the disqualification of all bids, in which such Bidder is involved.

5.3.4 A Bidder that is under a declaration of ineligibility by **SMP Kolkata**, in accordance with **ITB Clause No.5.2**, at the date of contract award shall be disqualified.

5.4

Authority in signing the bid / offer

5.4.1 In case the bid is submitted by a **Proprietorship Firm**, the same should be signed either by the **Proprietor** or other person(s), holding a valid **power of attorney / authorisation** from the proprietor, in connection with this bidding process. The signature of such power of attorney holder(s) / authorised person(s) should be attested by the proprietor. Such **power of attorney / authorisation** should be uploaded along with **Techno-commercial Bid [Part I]**.

5.4.2 In case the bid is submitted by a **Partnership Firm**, the same should be signed either by the partner(s), holding valid **power of attorney** from the partners or other person(s), holding valid **authorisation** from such power of

attorney holder(s), subject to approval of the partner(s) in the matter of giving such authorization, in connection with this bid. The signature of such **power of attorney holder(s) / authorised person(s)** should be attested by the **partners** or **power of attorney holder**, as the case may be. Such **power of attorney / authorisation** should be uploaded along with **Techno-commercial Bid [Part I]**.

5.4.3 In case the bid is submitted by a **Limited Company**, the same should be signed by the person(s) holding valid **power of attorney / authorisation**, executed in his / their favour (in connection with this bid) and the signature of such **power of attorney holder(s) / authorised person(s)** should also be attested, in accordance with the constitution of the Limited Company. Such **power of attorney / authorisation** should be uploaded along with **Techno-commercial Bid [Part I]**.

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

5.5

CONTENTS OF BIDDING DOCUMENTS

Sections of Bidding Documents

5.5.1 The contents of the **Bidding Documents** as detailed at “TABLE OF CONTENTS” should be read in conjunction with any addendum / corrigendum issued in accordance with **ITB Clause No. 5.7**.

5.5.2 The Employer (SMP Kolkata) is not responsible for the completeness or correctness of the bidding documents and their Addenda, if they were not obtained directly from the source indicated in Notice Inviting e-Tender.

5.5.3 The bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents [considering all addenda / corrigenda issued] may result in the rejection of the bid.

5.6

Pre-Bid Meeting

5.6.1 A prospective bidder requiring any clarification of the instant Bidding Documents shall contact **Sr. Dy. Manager (P&E), HDC**, in writing, or raise their enquiries during the **Pre-bid meeting**.

The **prospective bidders** are requested to submit their queries / observations / suggestions / requests for clarification, in connection with the instant Bidding Documents, in advance, to enable **SMP Kolkata** to prepare response / clarifications and make pre-bid meeting meaningful.

5.6.2 As indicated in the Schedule of Tender, pre-bid meeting will be conducted off-line on behalf of HDC, SMP Kolkata. The purpose of this pre-bid meeting will be to clarify issues and to answer questions on any matter (in connection with the instant Bidding Documents only) that may be raised at that stage.

Authorised representative(s) of the prospective bidders will be allowed to attend the **Pre-bid meeting**, which will be held on the date, time & at the venue stipulated in the **Schedule of Tender (SOT)**.

The **designated representative(s)**, who will be deputed to attend the **pre-bid meeting**, should submit their authorization in this regard. The signature of such designated person(s) should be attested by the authorized signatory of the prospective bidders. Otherwise, the designated person should have to submit the proof of his identity through other means.

5.6.3 The prospective bidders are advised to attend the pre-bid meeting. However, non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

5.6.4 Unless otherwise notified, **all the queries / observations / suggestions / requests for clarification** (related to the instant Bidding Documents only) [including the **queries / observations / suggestions / requests for clarification raised during pre-bid meeting**], received till the date of **pre-bid meeting**, will be considered. **SMP Kolkata's** response / clarifications (including description of queries / observations / suggestions / requests for clarifications, but without identifying its source), in this regard, will be communicated to all the known prospective bidders (i.e. who would **attend pre-bid meeting** or **submit queries / observations / suggestions** or **requested for clarification**), in writing, well in advance to the last date of submission of bids. The aforesaid **queries / observations / suggestions / requests for clarification** and **SMP Kolkata's** response / clarifications will also be hosted in the websites, as specified in the **Notice Inviting e-Tender**.

Any modification to the Bidding Documents, which may become necessary as a result of the **SMP Kolkata's response / clarifications**, so issued, shall be made through the issue of an addendum / corrigendum, pursuant to **ITB**.

5.6.5 The Bidder shall be deemed to have **examined** thoroughly the instant Bidding Documents, in full, [considering all addenda / corrigenda issued (if any)], **visited the site & surroundings** and to have **obtained all necessary information in all the matters** whatsoever that might influence while carrying out the job as per the conditions of the instant **Bidding Documents** [considering all addenda / corrigenda issued (if any)] and to satisfy themselves to sufficiency of their bid, etc. If they shall have any issue to be clarified, the same should be brought to the notice of **SMP Kolkata**, in writing, as set out in **ITB**.

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

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

5.6.6 Necessary Gate Pass/Dock Entry Permit, for entering into the Dock area, will be issued to the designated representative(s) of the prospective bidders, on chargeable basis [as per the extant "Scale of Rates" of SMP Kolkata, available at <http://www.smporkolkata.shipping.gov.in/> of SMP Kolkata

(FORMERLY Kolkata Port Trust)], to visit the site, for the purpose of inspection only, on receipt of a formal written request. The signature of such designated person(s) should be attested by the authorized signatory of the prospective bidders. Otherwise, the designated person(s) should have to submit proof of his/their identity through other means.

However, during the pre-bid meeting, if the prospective bidders are willing to enter into the dock area, they will be allowed through VIP Pass of HDC free of cost.

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

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

5.7 Amendment of Bidding Documents

5.7.1 At any time, prior to the last date for submission of bids, **SMP Kolkata** may, for any reason whether at its own initiative or in response to the **queries/ observations/suggestions/requests for clarification**, amend and modify the bidding documents by issuing Addenda/Corrigenda. Such Addenda/Corrigenda will be hosted in the websites, as specified in the **Notice Inviting e-Tender**.

5.7.2 Any Addendum/Corrigendum, thus issued, shall be part of the bidding documents and shall be communicated, in writing, to all the known prospective bidders (i.e. who would attend Pre-bid Meeting or submit queries / observations / suggestions or request for clarification), in writing, well in advance to the last date of submission of bids.

5.7.3 To give prospective bidders reasonable time to take the Addendum / Corrigendum into account in preparing their bids, SMP Kolkata may, at their discretion, extend the last date for submission of the bids, prior to the closing date & time of e-Tendering.

5.8 PREPARATION OF BIDS

Cost of bidding

The Bidder shall bear all costs associated with the preparation and submission of their bid, and **SMP Kolkata** shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5.9 Language of Bid

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

5.10

Documents comprising the Bid

5.10.1 The Bid shall comprise of the following :-

(a) Pre-qualification and Techno-commercial Bid:

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

(b) Price Bid:

The Price Bid comprises the prices only and the same are to be submitted electronically, through the website of through the website of <https://kopt.enivida.in> only.

5.11

Form of Tender

The bidder shall have to submit (upload) the “**FORM OF TENDER**”. This form **must be completed without any alterations** to its format, and no **substitutes shall be accepted**. All blank spaces shall be filled in with the information requested. Such **duly filled in “FORM OF TENDER”** should be uploaded.

5.12

Price Schedule

5.12.1

The Bidder shall quote their price on-line (**through e-Nivida Portal only**) as per the **Price Schedule** (Bill of Quantities) in the Price bid (Part-II), without any condition or deviation. Price indicated anywhere else, in any other form or manner, will not be considered for evaluation of Price Bid.

5.12.2

The Bidder should submit (upload) the **unpriced** format [Bidding Form VI : **PRICE SCHEDULE**], of the instant Bidding Documents, duly filled in the GST rates at appropriate places and signed & stamped as token of acceptance.

5.13

Bid Prices

5.13.1

The prices are to be quoted by the Bidder **through e-Nivida Portal only**, considering the work requirements, as detailed in **Section VI (Technical Specification)** and other terms & conditions of the Bidding Documents (considering all addenda / corrigenda issued).

5.13.2

Except where otherwise expressly provided, the contractor shall have to provide all materials, labour, plant and other things necessary in connection with the contract, although everything may not be fully specified, and although there may be errors and omissions in the specifications.

5.13.3

The prices and rates entered (electronically through e-Nivida Portal only) **as per the Price Schedule** (Bill of Quantities), in the Price bid (Part-II), by the **Bidder**, shall include, inter alia, all costs and expenses involved in or arising out of the following:

- (a) Supply, delivery, inspection, transportation (including insurance), handling, receipt and storage of all required materials [in line with Technical Specification (Section VI)] and equipment at site.
- (b) The provision, storage, transport, handling, use, distribution & maintenance of all materials, equipment, machinery and tools,

including all costs, charges, dues, demurrage or other outlays involved in transportation.

- (c) The provisions & maintenance of all their staff & labour and their payment, accommodation, transport, fares and other requirements.
- (d) All required first aid, welfare and safety requirements.
- (e) Damage caused to the work and /or construction, plant, materials and consumable stores caused by weather.

5.13.4 Tools, Tackles, lifting machineries, scaffolding, temporary lighting, different vehicular transport etc. required for execution of the whole work will have to be arranged by the Contractor, at their own risk, cost & arrangement, which may be considered, while submitting their rates in the offer.

5.13.5 Rates & amounts quoted by the bidders in the “PRICE SCHEDULE”, include all incidental charges [excluding Goods and Services Tax (GST)], as applicable, and charges for packing, forwarding, loading, handling, carrying to any lead, stacking, transportation, permits, overheads & profit, etc. necessary for the complete services as described in this Bidding Document.

GST, as applicable, shall be paid extra against proper invoice submitted by the Contractor.

The contractor will be required to submit GST compliant invoice with all required details and also be required to file timely and proper return so as to enable SMP Kolkata to get due credit against GST paid.

In case of any failure on the above account, GST amount, even if paid by SMP Kolkata, shall be recoverable from the Contractor.

5.13.6 All quoted rates will remain firm during the validity period of the bid / offer, including any / all extension thereof, agreed by the bidder.

However, changes **in statutory taxes & duties [other than GST] will be adjusted** (within the scheduled completion period), based on documentary evidence.

5.13.7 The Bidder should clearly understand that they shall be strictly required to conform to all terms & conditions of the instant Bidding Documents [considering all addenda / corrigenda (if any) issued], as contained in each of its clauses and **plea of “Customs Prevailing”** will not be, in any case, admitted as excuse on their part, for infringing any of the terms & conditions.

No request for change or variation in rates or terms & conditions of the contract shall be entertained on the ground that the successful Bidder has not understood the work envisaged in the instant contract.

5.14 Currencies of Bid

The **Bidders** should quote the prices in **Indian Rupees (Rs)** only.

5.15 Period of validity of bids

5.15.1 Bids shall remain valid for the period of **180 days** after the bid submission deadline date (considering extension thereof, if any) as prescribed in **ITB**. A bid, valid for a shorter period, shall be rejected by **SMP, Kolkata**,

treating the same as non-responsive.

- 5.15.2** In exceptional circumstances, prior to the expiration of the bid validity period, **SMP Kolkata** may request the bidders to extend the period of validity of their bids. The request and the responses shall be made in writing.

A Bidder granting the request shall not be required or permitted to modify its bid, except when option to do the same has been specifically granted by **SMP Kolkata**, in writing.

5.16 Earnest Money Deposit (EMD)

No Earnest Money is required to be deposited to Haldia Dock Complex, Syama Prasad Mookerjee Port Trust, Kolkata. Bid security declaration, dully filled up, as per attached format, to be submitted.

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

Submission of bids

- 5.17.1** Bidders shall have to submit their bids [both **Pre-qualification & Techno-commercial Bid** and **Price Bid**] on-line **through E-Nivida only**.
- 5.17.2** The Bidder should submit (upload) the scanned copies of all the relevant and required documents, statements, filled up formats, certificates, etc. [in accordance with **ITB**], in the aforesaid portal, in support of their **Pr-qualification Criteria and Techno-commercial Bid**.
- 5.17.3** Before scanning the aforesaid documents, all pages are to be signed by a person duly authorised to sign on behalf of the bidder, pursuant to **ITB**, and are to be embossed with their official seal, owing responsibility for their correctness / authenticity. All pages of the aforesaid documents should be serially marked.
- 5.17.4** Any inter-lineation, erasures, or overwriting, in the aforesaid scanned & uploaded documents, shall be valid only if they are signed by the aforesaid authorised person.
- 5.17.5** The Bidder will have to produce the original documents or any additional documents, if asked for, to satisfy **Haldia Dock Complex, SMP Kolkata (FORMERLY Kolkata Port Trust)**.
- 5.17.6** The **Price Bid** comprised the prices only and the same are to be submitted electronically, through the website of <https://kopt.enivida.in/> only. *No hardcopy of priced "Price Schedule" is required to be uploaded.*

5.18 Techno-commercial offer

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

5.19 Priced offer

The Bidder should quote the offered rate appropriately in the PRICE BID, electronically, through the website of **E-NIVIDA** only. *Price indicated anywhere else, in any other form or manner, would not be considered for evaluation of Price Bid.*

5.20 Deadline for submission of bids

5.20.1 Bids must be submitted within the closing date & time **indicated in the Schedule of Tender (SOT)**.

5.20.2 **SMP Kolkata** may, at its discretion, *extend the deadline for the submission of bids, prior to the closing date & time of e-Tendering*, by amending the Bidding Documents, in accordance with **ITB**, in which case all rights and obligations of **SMP Kolkata** and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

5.21 Late Bids

This e-Procurement System would not allow any late submission of bid, after the closing date & time, as per the **Schedule Of Tender (SOT)** or extension, if any.

5.22 Withdrawal of bids

5.22.1 A Bidder may withdraw, substitute, or modify their bid on the e-Procurement System, before the closing date and time specified, but not beyond.

5.22.2 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the “**FORM OF TENDER [for Techno-commercial (un-priced) Bid]**” Or any extension thereof. Modification / Withdrawal of the bid sent through any other means shall not be considered by **SMP Kolkata**.

5.22.3 Withdrawal of bid during the interval between such closing time on due date and expiring of the bid validity period, may result in disqualification from bidding for any contract with Syama Prasad Mookerjee Port, Kolkata, for a period of three years from the date of notification.

5.23 Bid opening [except Price Bid]

5.23.1 The bids [except Price Bids], will be opened at the date & time, indicated in the **Schedule of Tender (SOT)**.

5.23.2 The on-line bid-opening event may be viewed by the bidders at their remote end, by logging on to the e-Procurement System. A copy of the bid opening record shall be made available on the e-Procurement System.

5.24 EVALUATION OF BIDS

Confidentiality

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

5.24.2 Any attempt by a Bidder to influence **SMP Kolkata** in the examination, evaluation and comparison of the bids, or contract award decisions may

result in the rejection of their bid and the bidder may be disqualified from bidding for any contract with Syama Prasad Mookerjee Port, Kolkata, for a period of three years from the date of notification, if the bidder is in a breach of any obligation under the bid conditions.

- 5.24.3** Notwithstanding **ITB Clause No. 5.24.2**, from the time of bid opening to the time of contract award, if any Bidder wishes to contact SMP Kolkata on any matter related to the bidding process, they should do so in writing.

5.25 Clarification of bids

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

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

5.26 Deviations, reservations and omissions

During the evaluation of bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the bidding documents ;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding documents ; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding documents.

5.27 Responsiveness of bids

- 5.27.1** Responsiveness of a bid would be determined on the basis of the contents of the bid itself, and clarification(s) in accordance with **ITB**.

- 5.27.2** A substantially responsive bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would
 - i) affect in any substantial way the scope, quality, or performance of the work specified in the Contract; or
 - ii) limit in any substantial way, inconsistent with the Bidding Documents, SMP Kolkata's rights or the bidder's obligations under the proposed contract; or
- (b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

- 5.27.3** Bidders shall not contain the following information / conditions to consider

them responsive :

- (a) Either direct or indirect reference leading to reveal the prices of the bids in the Techno-commercial offers;
- (b) Adjustable prices, other than the provisions stated in **ITB**.

5.27.4 If a bid is not substantially responsive to the requirements of the bidding documents, it shall be rejected by SMP Kolkata and may not subsequently be made responsive by the bidder, by correction of the material deviation, reservation, or omission.

5.28

Nonconformities, errors and omissions

5.28.1 During examination, evaluation & comparison of the bids and qualification of the bidders, the Employer (SMP Kolkata) may, at their discretion, ask any bidder for submitting any document(s) [in case of shortfall in required documents (relating to capacity or otherwise)]. In case any bidder fails to submit required documents within the time stipulated by the Employer (SMP Kolkata), in this regard, the tender would be processed in absence of the documents, which may result in disqualification of the corresponding bidder for the instant tender.

Any document submitted by a bidder, which is not in response to a request by the Employer (SMP Kolkata), shall not be considered. The Employer's (SMP Kolkata's) request for submission of further document(s) shall be in writing.

5.28.2 **SMP Kolkata** shall examine the bids [including the further documents / clarifications received in accordance with **ITB**] to confirm that all documents requested in **ITB** have been provided and to determine the completeness of each document submitted.

5.28.3 Provided that a bid is substantially responsive, **SMP Kolkata** may waive any nonconformities or omissions in the bid that do not constitute a material deviation.

5.29

Examination of Pre-qualification Criteria

5.29.1 At first, the contents of the documents, submitted in support of the Pre-qualification Criteria [including the further documents / clarifications received in accordance with **ITB**] will be scrutinized and evaluated.

5.29.2 SMP Kolkata may, at their discretion, seek any other detail(s)/document(s), in subsequent course, to ascertain and get confirmed about the competence of the bidder. In case any bidder fails to submit required detail(s)/document(s) within the time stipulated by the Employer (SMP Kolkata), in this regard, the tender would be processed in absence of the documents, which may result in disqualification of the corresponding bidder for the instant tender. While evaluating Pre-qualification Criteria, regard would be paid to National Defence and Security considerations of the Indian Government.

5.29.3 In case it is found that the Pre-qualification Criteria has not been fulfilled by the bidder or otherwise their participation has not been found acceptable to **SMP Kolkata**, the respective bid will be treated as non-responsive and "Price Bid" of the respective Bidder will not be considered further.

5.30

Examination of Techno-commercial offer

5.30.1 After scrutiny of the **Pre-qualification Criteria, Techno-commercial Bids** of the Pre-qualified bidders [as indicated above] will be scrutinized &

"Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata".

evaluated.

- 5.30.2 SMP Kolkata** shall examine the bid to confirm that all terms and conditions specified in the **Technical Specification , GCC and SCC** have been accepted by the bidder without any material deviation or reservation or omission.
- 5.30.3** If on examination of the “**Techno-commercial Bid**” of pre-qualified bidders, it is found that they have not accepted all Techno-commercial terms & conditions of the Bidding Documents [considering all addenda / corrigenda, issued], “**Price Bid**” part of such bidder(s) will not be opened. “**Price Bid**” part of other bidder(s) will be opened subsequently as per procedure. Decision of **SMP Kolkata** on this matter shall be final
- 5.30.4** During Techno-Commercial evaluation, i.e. evaluation of Part - I of tender, an offer shall be considered **non-responsive** in case :-
- a) Requisite Bid Security Declaration Form, duly filled up, signed & stamped is not deposited.
 - b) Requisite Bid Document Fee is not paid.
 - c) Valid Certificate from MSME / Micro & Small Enterprises (MSEs) / DIC / SSI / National Small Industries Corporation (NSIC) under single point registration / Aadhar Udyog or any empowered Central / State Govt. authority to get benefit in this regard is not submitted.
 - d) Certificate is not submitted, in case of exemption from depositing Bid Document Fee.
 - e) Any indication of quoted price anywhere in the document(s) uploaded by the bidder.

5.31 Opening of Price Bid

PRICE BIDs of the bidders, who qualifies in the “Pre-qualification & Techno-commercial Bid”, will be opened on a later date, upon due intimation to the concerned bidders at their address furnished by them in their bid.

The on-line price-bid opening event may be viewed by the bidders at their remote end, by logging on to the e-Procurement System. A copy of the price-bid opening record shall be made available on the e-Procurement System.

5.32 Bidders are requested to go through the following before submission of bid; Preference to Make in India :-

5.32.1 By Office Memorandum No. F. No. 6/18/2019-PPD dated 23.07.2020, Ministry of Finance, Department of Expenditure, Public Procurement Division has inserted sub-rule (xi) to amend Rule 144 of the General Financial Rules 2017 as under in respect of public buying:

“Notwithstanding anything contained in this Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and / or screening, on procurement from bidders from a country or countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security, no procurement shall be made in violation of such restrictions.”

5.32.2 By Office Memorandum No. P-45021/112/2020-PP (BE-II) (E-43780) dated 14.10.2020, the Government of India, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Section)

has revised the format for registration of bidders from countries sharing land border with India. The said Memorandum alongwith enclosures is appended after this chapter under Section IV – B of this tender document for necessary compliance including any amendment thereof by the bidders for participation in the instant tender, as required.

5.32.3 Office Memorandum of the Ministry of Commerce and Industry, GoI on registration of bidders from countries sharing land border with India attached as ANNEXURE – D.

5.32.4 Also, by amended Office Memorandum No. P – 45021/2/2017-B.E. – II dated 16.09.2020 issued by GoI, Ministry of Commerce and Industry, Department of Promotion of Industry and Internal Trade (Public Procurement Section) pursuant to Rule 153 (iii) of the General Financial Rules 2017 in respect of public procurement (Preference to Make in India), order 2017.

5.33 Evaluation criteria and selection of Successful Bidder

Evaluation with respect to Priced Bill of Quantities (BoQ) :

5.33.1 Price to be quoted strictly in accordance with Clause No. 5.23. The Price Bid will be evaluated only for the bidders, who have qualified in the Techno-Commercial Bid.

While evaluating the Price Bid, the unit rates quoted by the Bidders against all years, including all other charges except GST, shall be considered for evaluation.

While evaluating the Price Bids, the Price quoted by the Bidders against all the years of the **Price Schedule** shall be taken into account and the **TOTAL PRICE**, which would be arrived at, by adding quoted prices of all years of the **Price Schedule**, will be considered for evaluation. Selection of the successful bidder will be made on the basis of the **“lowest TOTAL PRICE”** thus arrived.

5.33.2 In case it is found that the quoted **“TOTAL PRICE”** is same for two or more bidders and their bids become the lowest, the respective bidders will be given chance to submit their fresh Price Bid, subject to the condition that the fresh rate so quoted must be less than the rate quoted by the respective bidders earlier. Selection of the successful bidder will be made on the basis of the revised **“lowest TOTAL PRICE”** thus obtained.

5.33.3 For evaluation purpose : Total evaluated cost = 3 {(A x 365 days) + (B x 365 days) + (C x 365 days) + (D x 365 days) + (E x 365 days)}

A = Daily O&M charge per Locomotive (in Rs) for 1st year - to be quoted by the bidder.

B = Daily O&M charge per Locomotive (in Rs) for 2nd year - to be quoted by the bidder.

C = Daily O&M charge per Locomotive (in Rs) for 3rd year - to be quoted by the bidder.

D = Daily O&M charge per Locomotive (in Rs) for 4th year - to be quoted by the bidder.

E = Daily O&M charge per Locomotive (in Rs) for 5th year - to be quoted by the bidder.

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

5.33.4 While evaluating tenders, regard would be paid to National Defence and Security Considerations

5.33.5 The evaluation is also subject to compliance of Office Memorandum No. P – 45021/2/2017-B.E. – II dated 15.06.2017; Office Memorandum No P – 45021/2/2017-B.E. – II dated 28.05.2018; Office Memorandum No P –

45021/2/2017-B.E. – II dated 29.05.2019; Office Memorandum No P – 45021/2/2017-B.E. – II dated 04.06.2020 and Office Memorandum No. P – 45021/2/2017-B.E. – II dated 16.09.2020 issued by GoI, Ministry of Commerce and Industry, Department of Promotion of Industry and Internal Trade (Public Procurement Section) pursuant to Rule 153 (iii) of the General Financial Rules 2017 in respect of public procurement (Preference to Make in India), order 2017. Bidders are, accordingly, advised to go through the same including subsequent amendment, if any, thereof to appreciate its implication in the instant tender and act accordingly. Submission of necessary documents, if any, by bidders concerned in this regard is imperative.

5.34 SMP Kolkata's right to accept any bid and to reject any or all bids

5.34.1 SMP Kolkata reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

5.35 AWARD OF CONTRACT

Subject to **ITB Clause No. 5.33**, **SMP Kolkata** shall award the contract to the Bidder whose offer has been determined to be the lowest evaluated bid [as per **ITB Clause No. 5.33**] and is substantially responsive to the Bidding Documents.

5.36 Notification of award

Prior to the expiration of the period of bid validity or extended validity in accordance with **ITB**, **SMP Kolkata** shall notify the **Successful Bidder**, in writing, that their bid has been accepted. The notification letter (hereinafter called the "**Letter of Acceptance**") will be treated as "**Order Letter**" and will constitute the formation of the contract. Such order letter shall specify the "**Contract Price**" in line with **SCC Clause**.

5.37 Signing of contract agreement

5.37.1 After placement of order, **contract agreement** [as per the form furnished in **Section-XI**] should be executed between **Kolkata Port Trust** and the **Contractor (Successful Bidder)**. In this respect, within a week of receipt of intimation regarding acceptance of their bid, the successful bidder shall have to submit, at their cost, required **Stamp Paper** [Non-judicial Stamp Paper of worth not less than **Rs 50.00**] & **dummy papers** (for three sets) along with relevant documents.

Immediately after receipt of the above papers & documents, **SMP Kolkata** will send three sets of **contract agreement form** [one set printed on Stamp Paper & dummy papers and two sets printed on dummy papers], photocopy of **one set of documentary transactions between them and SMP Kolkata** (till finalisation & award of the Contract) and **Contract Documents** [incorporating all accepted changes and addenda / corrigenda issued, if any], duly signed by the representative of **SMP Kolkata** at appropriate places on each pages.

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

5.37.2 The **contract agreement form** & **Contract Documents** should be signed by the authorized persons of the Contractor, authorized in this respect.

5.37.3 After receipt of the **contract agreement forms** (three sets), duly signed by authorised person of **SMP Kolkata** & authorized person of the Contractor (Successful Bidder), the same shall be kept under **SMP Kolkata's** custody, after affixing the Common

Seal of SMP Kolkata.

One copy of such **executed contract agreement** (on dummy paper), along with one photocopy of signed **documentary transactions** and **Contract Documents** will be handed over to the Contractor for their record & future reference.

- 5.37.4** Until such contract agreement is executed, the other documents referred to the definition of the term “Contract” [GCC Clause], shall collectively be the contract.

5.38 Performance Guarantee / Security Deposit

- 5.38.1** Within **twenty-eight (28) days** of issuance of “**Letter of Acceptance**” by SMP Kolkata, the Successful Bidder shall provide the Performance Bank Guarantee in accordance with the Special Conditions of Contract, using the form furnished in Section XI.

- 5.38.2** Failure of the successful bidder to submit the above-mentioned Bank Guarantee for **Performance Guarantee / Security Deposit or sign the contract agreement** shall constitute sufficient grounds for the annulment of the award and the bidder may be disqualified from bidding for any contract with Syama Prasad Mookerjee Port, Kolkata, for a period of three years from the date of notification, if the bidder is in a breach of any obligation under the bid conditions.

- 5.38.3** All costs, charges & expenses, including Stamp Duty, shall be borne by the Successful Bidder.

- 5.38.4** **No interest / charge**, of whatsoever nature, shall be paid by SMP Kolkata on the amount of Performance Guarantee / Security Deposit, held by them (as per SCC) at any stage.

5.39 Joint Ventures/Consortium and other forms of Association :

No joint ventures / consortium and other forms of Association will be allowed

SECTION – VI

SCOPE OF WORK, OBLIGATION AND RELATED INFORMATION:

SCOPE OF WORK

6.1 Introduction :

Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port, Kolkata (SMPK) is primarily a dry bulk and liquid cargo handling Port and the Port is well connected to the various industries in the hinterland through railway network. Due to smooth evacuation / aggregation of cargo through rail movement, more and more users are attracted towards Haldia and thus it is felt that the strengthening of the railway operation at Haldia is absolute necessity.

HDC, SMPK having Railway System which is spread over an area of approx. 65 hectares with 115 KM of track length and 11.5 KM of route length having 15 nos. of railway sidings within the Dock Zone and 9 sidings outside the dock Zone is catering to bulk, break bulk and containerized cargo. HDC railway is working as Terminal Agent of South Eastern Railway as per the working agreement. HDC Railway, apart from meeting the aggregation and evacuation requirement of Port bound cargo is also catering to the demand of port based industries.

At present, on an average, 17 out bound rakes and 17 in bound rakes are required to be handled daily at various sidings and the number of in bound and out bound rakes are likely to increase substantially in the near future due to increased volume of rail borne cargo expected to be handled at this port.

Handling of rail borne traffic involves not only placement and withdrawal of rake but also attachment and detachment of sick / reject wagons, weighment of the rake and formation of outward rakes to avoid detention.

3 (three) nos. DLW make 3100 HP (Model : WDG3A) Diesel Electric High power Locomotive have recently undergone POH (from 2018 to 2020) at DPOH Workshop of S. E. Railway at Kharagpur.

6.2 Scope of work :

A. Scope of Contractor

- i) Operation and Maintenance of 3 (three) nos. DLW make 3100 HP (Model : WDG3A) Diesel Electric High power Locomotive of HDC, SMPK, for a period of 5 years by deploying trained manpower and spares, if not available with HDC, SMP, Kolkata, consumables etc. except fuel (to be supplied by HDC).
 - The locomotives would be utilized round the clock basis for shunting, marshalling, hauling, coupling & decoupling, recoupling, empty collection, placement, withdraw, train formation etc. deploying trained manpower by the contractor. The sequence of work shall have to be suitably programmed by the contractor in consultation with the Officer on duty at Railway Control or his authorized representative under Traffic Department without hampering other normal operational activities.
 - Round the clock manning of Diesel Loco Driver along with other personnel and adequate shunting staff for operation of Locomotive as per scope of work.
 - Placement of wagons over Wagon tippler shall be done as per site requirement.
 - Formation of empty rakes and taking the rake to empty line as well as re-marshalling as and when needed by HDC, SMPK.
- ii) The firm should have knowledge about Railway Operations and Locomotive related traffic operation and maintenance work.

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

- iii) The contractor will carry out complete operation and maintenance of the Locomotives including supply of spares, if not available with HDC, SMP, Kolkata, consumables etc. during the contract period of 5 years and the extended period, if any, as will be mutually agreed upon.
- iv) The contractor will deploy trained manpower in the locomotives as per the work requirement of HDC. The manpower will have to be provided during operation on round the clock basis including Sundays and Holidays as per the advice of Traffic Rly, Division, HDC and considering leave reserve and roster off.

Working procedure of the locomotives are mentioned below :-

1. The operation of the Locomotives will be carried out as per the direction and supervision of Traffic Railway Division, HDC.
2. Deployment of trained manpower to operate each of the 3 (three) nos. Diesel Electric High Power Locomotive (DLW 3100 HP) round the clock. Diesel Loco Driver should be trained to shoot Loco problems when in operation.
3. In case of sudden breakdown of Locomotive while in operation, the contractor should arrange for immediate repair so that the operation is not hampered.
4. Railway operation includes
 - A) Placement of full or half rake at siding
 - B) Withdrawal of rake from siding
 - C) Shunting out of sick or reject wagons as per list provided from office
 - D) Decoupling or recoupling as per necessity
 - E) Train formation and offering to S. E. Railway
 - F) After tipping empty wagons to be collected from empty collection line at post tippler and formation of rakes as and when needed by Traffic Department, HDC.
 - G) Weighment of empty / load rakes to be done as and when needed by Traffic
 - H) Placement of sick wagons from HDC Yard to S. E. Railway Sick line and withdrawal of the same after fitness or repair by S. E. Railway Department, HDC.
5. Locomotives should be available ready for use round the clock i.e. minimum 90% availability.
6. Contractor should forward the maintenance schedule at the beginning of the month.
7. The sequence of work shall be programmed in consultation with the Office on duty at yard.
8. Maintenance schedule should be such that minimum 2 nos. DLW Loco are always available on every day even on holidays.
9. The manpower deployed in the Loco should be well conversant with singles and track. Over shooting of signals shall be considered as a fault of Loco.
10. In case of any accident or derailment, a joint enquiry shall be conducted in line with Clause no. 8.10 of Special Conditions of Contract and responsibility shall be fixed by HDC on the basis of said enquiry. In case of failure in Locomotive operation by the contractor, the contractor shall be responsible for re-railment of the same.

6.3 Re-railment

It is the responsibility of the contractor for the Loco re-railment. However, based on the request of the contractor, the same may be done by HDC on chargeable

basis. The charge will be the actual cost of manpower and 19.25% over head and the same will be deducted from the running bill of the contractor.

6.4 Coordination:

The operation of the Locomotive will be carried out as per the direction of Traffic Railway Division, HDC. Also, the contractor will keep their responsible person in each shift for supervision and coordination with port officials for operation and withdrawal of Locomotive for maintenance purpose with prior notice.

6.5 Breakdown Maintenance :

Detention time will start from the time of breakdown of Locomotive till the time of completion of repairing of such breakdown, wherein such time will be certified by T.O.(Railway) Division on receipt of feedback from the contractor.

6.6 Availability of Locomotives:

Availability of each Loco will be 90%. Each Loco may be allowed to carry out maintenance for 48 hrs. 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. No unused free time in a month would be carried forward to the next month. The utilization of each Loco will be 18 hrs. per day.

B. Scope of HDC.

- i) HDC will provide all kind of spare parts (excepting consumables) to the contractor on requisition basis. Details is given at clause no 6.9
- ii) Fuel (HSD) will be supplied by HDC. However, supply of fuel will be made on actual consumption basis.
- iii) HDC will provide the existing facility of Loco Shed i.e. pit, Loco Lifting Jack, available Tools and Tackles etc. for maintenance of Locomotive at free of cost. In such case, necessary intimation to be given in advance to HDC.
- iv) In case of any damage of railway line due to any accident / mal operation of Locomotive, the same may be rectified / replaced by HDC on chargeable basis which will be deducted from the running bill of the contractor at actual plus 19.25% overhead.

OBLIGATION AND RELATED INFORMATION

- 6.7 The contractor shall operate and maintain three (03) nos. DLW make 3100 HP (Model : WDG3A) Locomotive (Sl. Nos. DLW- 1, 2 & 3) of HDC, SMP, Kolkata in accordance with the Good Industry Practice with the objective of fulfilling the Scope of Work and service standards required under the contract and ensuring that the DLW make locomotives handed over by HDC, SMP, Kolkata to the contractor (to be transferred to HDC, SMP, Kolkata upon expiry of the contract) remain in good condition, normal wear and tear expected, so that the design life of 20 years of the equipment concerned (i.e. from 2009/10), is achieved. The contractor in this regard shall repair and maintain the DLW Locomotives or any part thereof as necessary and for this purpose take measures for carrying out scheduled and preventive maintenance of the DLW Locomotives including upgradation / repairing of structures, refurbishing, painting, etc.

6.8 Assessment of spare parts:

The contractor will have to arrange for assessment of spare parts requirement along with representatives of HDC on monthly basis or as deemed necessary

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by HDC.

- 6.9 **Supply of Spare Parts** : HDC will provide all kind of spare parts to the contractor on requisition basis. The contractor will replace the spare by deploying their manpower. In case of non-availability of spare in HDC's store, the contractor will supply the spares from DLW authorized vendors/ open markets, at his own cost and get the cost of spares reimbursed with 6% service charge plus applicable GST. Prior permission from EIC will be required for spares procurement by the contractor. However, the contractor will submit the bill duly certified by the HDC's representative.

An indicative list showing the spares available with HDC, SMP, Kolkata as on 26.07.2021 is given at "Annexure- Present Stock of Spares" for calculating down time, particularly that relating to availability of spares, to avoid disputes. However, this list may be revised in the event some of the spares mentioned in the list are consumed prior to handing over the locomotives to the contractor.

- 6.10 **Fitting of spare parts / components** : Dismantling of consumables, old spare parts & components and re-fitting of new consumables, spare parts and components will be under the scope of the contractor. The contractor should also be liable for proper fitting of the consumables, spare parts.

- 6.11 However, required consumables and running spares like lubricants, filters, MCBs, fuses, lamps etc. will have to be provided by the contractor, which will be included in their O&M cost and will not be reimbursed to the contractor, as per the methodology as mentioned above, for operation and maintenance of the DLW make Locomotives of HDC, SMP, Kolkata.

If HDC, SMP, Kolkata has to provide any consumables, as per request of the contractor, then cost of consumables will be deducted from their monthly bill based on respective book values of those consumables plus 19.25% overhead charges.

- 6.12 The general specifications and maintenance schedule of the DLW Locomotives owned by HDC, SMP, Kolkata and to be handed over to the contractor are given at Appendices 1 & 2.

- 6.13 The Contractor should prepare and maintain preventive maintenance plan of DLW Locomotives as per Appendices 3. He also ensures that they are implemented and recorded. The record of preventive maintenance and if any breakdown maintenance has to be submitted along with submission of monthly bill.

- 6.14 **Transportation of materials:**

All materials, spare parts, tools, tackles, service equipment, including consumables, required under this contract, will have to be packed, securely placed and protected by the Contractor during transportation. The Contractor will be held responsible for the inefficient packing, storing and protection of the materials.

- 6.15 **Contractor's equipment :**

The Contractor shall be responsible for all the equipment of the Contractor. When brought on to the site, the Contractor's equipment shall be deemed to be exclusively intended for the execution of the work. The Contractor shall not remove from the site any major items or Contractor's equipment without the consent of the Engineer. However, consent shall not be required for vehicle(s) transporting goods or Contractor's personnel off site.

- 6.16 It is the responsibility of the contractor for keeping all the DLW Locomotives in good health and condition. DLW Locomotive has Microprocessor based Control System (MEP660) and Micro Controlled based Governor (MCBG).

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These equipment are electronic based and MEDHA make, which is maintained by M/s. Medha Servo Drives Pvt. Ltd. Hence, it is the responsibility of the contractor to have contract with M/s. Medha Servo Drives Pvt. Ltd. for maintenance of these sophisticated equipment.

6.17 An Independent Agency (or Institution or Organization) like Railways, ALCO, DLW Varanasi, and other similar organizations / institutions/ OEMs, will be appointed to carry out annual inspection of the DLW Locomotives (including Engine) of HDC, SMP, Kolkata, handed over to the contractor. The Independent Institution / Organization / Agency, after each such inspection, will certify as to whether these equipment are in order. They will also recommend corrective actions viz. repairing, overhauling, corrections etc. required for removing the defects, deficiencies if any in these assets and the respective timeframes within which such corrective actions are required to be undertaken. The contractor shall be required to carry out all such corrective actions within the respective timeframes at his own cost and arrangements. The Independent Agency will certify as to whether the contractor has undertaken all the corrective actions as recommended by the Independent Agency. The contractor will be obliged to obtain the said certificate from the Independent Agency and submit the same to HDC, SMP, Kolkata within a period of 7 days of the receipt of the said certificate. The costs and expenses of the Independent Agency shall be borne by the HDC, SMP, Kolkata and the contractor equally.

6.18 Asset Management Guarantee :

- a) The contractor will maintain, throughout the period of the contract, an Asset Management Guarantee in the form of an encashable Bank Guarantee amounting to **INR 10 Crores**. The said Bank Guarantee shall have to be deposited at the beginning of the contract, and the contractor shall have to supplement / replenish / extend the said Bank Guarantee as per direction of HDC, SMP, Kolkata from time to time. In the event of the contractor failing to comply with corrective actions recommended by the Independent Agency, HDC, SMP, Kolkata itself may implement the recommendations of the Independent Agency for removing the defects / deficiencies in the DLW Locomotives of HDC, SMP, Kolkata handed over to the contractor and recover the expenditure incurred along with 19.25% overhead by invoking the said Asset Management Guarantee. HDC, SMP, Kolkata may also, if required, withhold monthly payment(s) of the contractor in case the contractor shows reluctance in implementing the recommendations of the Independent Agency.
- b) SMP, Kolkata may also invoke the Asset Management Guarantee in case the contractor does not make good the damages caused to the DLW locomotives due to reasons attributable to the contractor or his workers.
- c) In the event of invocation of the Asset Management Guarantee, irrespective of the claim amount, HDC, SMP, Kolkata shall realize the entire amount of **INR 10 Crores**. This amount shall be retained by SMP, Kolkata till completion of the contract period. However, HDC, SMP, Kolkata may return the balance amount, if any, on submission of fresh Asset Management Guarantee in the form of encashable Bank Guarantee for INR 10 Crores as security. The bidder should note that the coverage, in the form of the Asset Management Guarantee, shall always remain active during the entire period of the contract for the amount of INR 10 Crores.

6.19

- a) The Independent Agency shall be selected through a tender process. SMP, Kolkata shall, within 30 (thirty) Days from the date of the LOA, forward to the Contractor a list consisting names accompanied by the

respective profile in brief of the agencies so shortlisted. If within 15 (fifteen) days of forwarding the list, HDC, SMP, Kolkata does not receive any objection from the Contractor with reasons thereof, HDC, SMP, Kolkata shall call for a financial bid from the shortlisted agencies and select the Independent Agency ordinarily based on the lowest fee quoted. Any objection raised by the Contractor shall be considered by HDC, SMP, Kolkata. At the discretion of HDC, SMP, Kolkata, which shall be used with the highest degree of prudence and fairness, such agencies against which objections are raised (and are found legitimate and valid), will be disqualified prior to seeking a financial bid.

- b) The Independent Agency selected pursuant to the aforesaid process shall be appointed for entire period of the contract.
- c) The costs and expenses of the Independent Agency shall be borne by the HDC, SMP, Kolkata and the contractor equally.
- d) If HDC, SMP, Kolkata, either on its own or based on report of the contractor, has reason to believe that the Independent Agency is not discharging its duties in a fair, appropriate and diligent manner, SMP, Kolkata may, after giving the Independent Agency due opportunity of being heard, terminate the appointment of the Independent Agency and appoint another firm in its place in accordance with the preceding clauses as at (a) and (b) above.
- e) If either Party (HDC, SMP, Kolkata and / or the contractor) disputes any advice, instruction or decision of the Independent Agency, the dispute shall be resolved amicably by the parties to the contract. In case of any failure of such amicable settlement, the matter would be referred to the OEM / supplier of the equipment for opinion and the opinion of the OEM / supplier will be binding on both the parties. The cost and arrangement of getting the said recommendation of OEM will be on account of the party disputing the instruction / decision of the Independent Agency. However, HDC, SMP, Kolkata shall be at liberty, pending resolution of the said dispute, to implement the recommendations of the Independent Institution / Organization / Agency for removing the defects / deficiencies in the DLW Locomotives of HDC, SMP, Kolkata handed over to the contractor and recover the expenditure incurred along with 19.25% overhead by invoking the said Asset Management Guarantee.

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

6.21 The contractor shall carry out all mentioned services and operations pertaining to this contract with the help of equipment as well as manpower to be deployed under the provisions of the contract in close coordination with HDC, SMP, Kolkata.

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

6.23 The contractor shall at its own cost and arrangement obtain and maintain all required statutory clearances and permissions as may be required by law for operation and maintenance of all the equipment including port owned equipment and accessories deployed under the provisions of the contract and for undertaking the various services / operations under the contract.

- 6.24 The contractor shall indemnify SMP, Kolkata from the possible future demand of the employees / workers employed by the contractor that they be absorbed in SMP, Kolkata. It will be the responsibility of the contractor to find a solution for such demand if it arises.
- 6.25 The contractor shall comply with the requirements of all the Acts, Laws, Statutes, Bylaws, Rules and Regulations for the purpose of fulfilling all the obligations of the contract which shall include but not limited to the Major Port Trust's Act, 1963, the Indian Contract Act, the Dock Workers (Safety, Health & Welfare) Regulations, 1987, Motor Vehicles Act, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, Industrial Dispute Act, 1947, Shops and Commercial Establishment Act, Factory Act, 1948, Workmen's Compensation Act, 1923, ESI Act, 1948, Payment of Wages Act, 1963, Bonus Act, Employees Provident Funds & Misc. Provisions Act, 1952 etc. and such other applicable Central / State Acts from time to time and take such steps as may be deemed necessary in this regard.
- 6.26 The Contractor shall, at all times during the currency of the contract, ensure highest standards of safety to the equipment deployed and / or operated by them under the provisions of the contract as well as other properties of HDC, SMP, Kolkata or other parties while discharging the obligations under the provisions of the tender / contract. Also,
- In case of HDC, SMP, Kolkata assets / property / employee suffering due to damage or sustaining injury (fatal / non-fatal) as the case may be, the contractor shall be solely accountable for all liabilities and losses thereof. In case of loss or damage of any property or any material belonging to HDC, SMP, Kolkata, the contractor shall immediately pay the required cost for making good the losses, as will be ascertained by HDC, SMP, Kolkata official, or in lieu thereof, the contractor may also repair / replace the damaged property to the satisfaction of HDC, SMP, Kolkata official, within the period to be indicated by HDC, SMP, Kolkata.
 - The liability of the contractor in respect of the third party shall be ascertained through a joint inspection of the damaged property / injured person involving the contractor, the Port and the affected party, followed by a report to be submitted by a registered Surveyor, to be engaged by the affected party. If the contractor is found liable for all the damages in the aforesaid report, the Surveyor shall determine the extent of compensation and the contractor shall make good the losses. In case of failure on the part of the contractor to attend the joint enquiry / inspection despite prior intimation for the same, the report as stated above will be finalized in absence of their representative of the contractor and the same will be treated as final and binding on the contractor.
 - In case of loss of life or injury caused to any person, the Contractor shall immediately pay the required compensation (as may also be decided by the statutory/ competent authority) to the affected party.
- Note:** In case of non-compliance with the above provisions, HDC, SMP, Kolkata will be at liberty to realize the cost of compensation from any amount due to the contractor.
- 6.27 The contractor shall keep HDC, SMP, Kolkata indemnified throughout the period of the contract for any loss, damage and expenses whatsoever which HDC, SMP, Kolkata may suffer or may have to suffer due to fault on the part of the contractor in operating and maintaining the equipment and in discharging other obligations as per provisions of the contract. Assessment of damages, expenses, cost etc. if any, will be carried out jointly by HDC, SMP, Kolkata and the contractor. In case of absence of the contractor for joint inspection, assessment done by HDC, SMP, Kolkata will be final and binding

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

- 6.28 The contractor shall at its own cost and arrangement promptly repair / replace or restore any of the equipment or any part thereof which may be lost, damaged or destroyed.
- 6.29 The contractor shall not assign the contract to any other agency without approval of HDC, SMP, Kolkata.
- 6.30 The contractor shall allow HDC, SMP, Kolkata or any statutory authority to inspect DLW Locomotives deployed and operated by the contractor under the provisions of the contract at all / any point of time and take such action as may be directed by HDC, SMP, Kolkata or the said statutory authority with regard to any or all the equipment.
- 6.31 The contractor shall be responsible for payment of taxes, duties, cess, assessment or any other charges which may be levied by any statutory authority during the currency of the contract.
- 6.32 If during the period of the contract, any new tax / duty / cess or any other charge is imposed / levied by the Government / any statutory authority having impact on the payable amount to the contractor only to the extent of the services to be rendered after commencement of container handling operation, then the same would be paid by HDC, SMP, Kolkata to the contractor at actual on production of relevant proof.
- 6.33 The contractor shall submit different reports as per periodicity to be mentioned by HDC, SMP, Kolkata during the currency of the contract.
- Note:** All details reported may however, be separately ascertained by HDC, SMP, Kolkata and in case of any difference, the details as will be ascertained by HDC, SMP, Kolkata will be considered as final for the purpose of enforcing different clauses of the contract.
- 6.34 HDC, SMP, Kolkata is covered by the "International Ship and Port Facility Security (ISPS) Code". The general security of the entire dock area at HDC is provided by Central Industrial Security Force (CISF) as in existence now. Localized security for all the equipment and other infrastructure to be set up by the contractor inside the dock will be provided by the contractor at his cost, arrangement and liability.
- 6.35 The contractor shall have to obtain required permits / licenses for entry into the dock for its employees, workmen, security personnel, vehicles, tools and tackles, equipment and accessories etc. following the procedure of HDC, SMP, Kolkata in vogue at HDC. The required permits / licenses will be given on chargeable basis.

SECTION VII

GENERAL CONDITIONS OF CONTRACT (GCC)

[‘Kolkata Port Trust’ is now known as ‘SYAMA PRASAD MOOKERJEE PORT, KOLKATA’ (In short, ‘SMP, Kolkata’.) Accordingly, the instant GCC originally intended for Kolkata Port Trust is now applicable for SMP, Kolkata]

Sanctioned by the Trustees under Resolution No. 92 of the 6th Meeting held on 27th May, 1993

Including Addendum Sanctioned by the Trustees under Resolution No. 80 of the Meeting held on 25th August, 2009

**KOLKATA PORT TRUST
KOLKATA DOCK SYSTEM
& HALDIA DOCK COMPLEX
AUGUST , 2009**

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

GENERAL CONDITIONS OF CONTRACT

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6.	COMMENCEMENT, EXECUTION AND COMPLETION OF WORK	...	GC 14 – GC 17
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8.	VARIATION AND ITS VALUATION	...	GC 20 – GC 22
9.	DELAY/EXTENSION OF COMPLETION TIME/LIQUIDATED DAMAGE/TERMINATION OF CONTRACT	...	GC 22 – GC 24
10.	MAINTENANCE AND REFUND OF SECURITY DEPOSIT	...	GC 24 – GC 25
11.	INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION	...	GC 25 – GC 27

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AMENDMENT
TO
GENERAL CONDITIONS OF CONTRACT

❖ *Cl-3.4 THE TENDER /OFFER & ITS PRE-REQUISITES*

Table under sub-clause (a)

PREVIOUS			AS AMENDED		
Estimated Value of Work	Amount of Earnest Money		Estimated Value of Work	Amount of Earnest Money	
	For Works Contract	For Contract of Supplying Materials or Equipment only		For Works Contract	For Contract of Supplying Materials or Equipment only
Up to Rs. 1,00,000=00	5% of the estimated value of work	1% of the estimated value of work	Up to Rs. 10 Crore	2% of the estimated value of work	1% of the estimated value of work
Over Rs. 1,00,000.00	2% of the estimated value of work subject to a maximum of Rs. 20,000/- and minimum of Rs. 5,000/-.	½% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-.	Over Rs. 10 Crore	2% on first Rs. 10 Crore + 1% on the balance	½% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-.

[AMENDMENT SANCTIONED BY THE BOARD OF TRUSTEES VIDE RESOLUTION NO 210 OF THE TRUSTEES' MEETING HELD ON 26.02.2013]

Table under sub-clause (d)

PREVIOUS			AS AMENDED		
Class of Registration	Amount Of Fixed Security	Financial Limit Of Each Tender	Class of Registration	Amount Of Fixed Security	Financial Limit Of Each Tender
A	Rs 10,000/-	Any tender priced upto Rs 2,00,000/-	A	Rs 50,000/-	Any tender priced up to Rs 10,00,000/-
B	Rs 5,000/-	Any tender priced upto Rs 1,00,000/-	B	Rs 25,000/-	Any tender priced upto Rs 5,00,000/-
C	Rs 2,500/-	Any tender priced upto Rs 50,000/-	C	Rs 15,000/-	Any tender priced upto Rs 3,00,000/-

[AMENDMENT SANCTIONED BY THE BOARD OF TRUSTEES VIDE RESOLUTION NO 82 OF THE TRUSTEES' MEETING HELD ON 12.10.2012]

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

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1. DEFINITIONS

- 1.0 In the contract, as here in after defined, the following words and expressions shall have the meaning herein assigned to them, except where the context otherwise required.
- 1.1 “Employer” or “Board” or “Trustees” means of the Board of Trustees for the Port of Calcutta, a body corporate under Section 3 of the Major Port Trusts Act, 1963, including their successors, representatives and assigns. *Employer*
- 1.2 “Chairman” means the Chairman of the Board and includes the person appointed to act in his place under Sections 14 and 14A of the Major Port Trusts Act, 1963. *Chairman*
- 1.3 “Contractor” means the person or persons, Firm or Company whose tender/offer has been accepted by the Trustees and includes the Contractor’s representatives, heirs, successor and assigns, if any, permitted by the Board/Chairman. *Contractor*
- 1.4 “Engineer” means the Board’s official who has invited the tender on its behalf and includes the Manager (Infrastructure & Civic Facilities) 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. *Engineer*
- 1.5 “Engineer’s Representative” means any subordinate or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties set forth in Clauses 2.4 to 2.6 hereof. *Engineer’s Representative*
- 1.6 “Work” means the work to be executed in accordance with the Contract and includes authorised “Extra Works” and ‘Excess Works” and “Temporary Works”. *Works*
- 1.7 “Temporary Works” means all temporary works of every kind required in or about the execution, completion or maintenance of the works and includes (without thereby limiting the foregoing definitions) all temporary erections, scaffolding, ladders, timbering, soaking vats, site offices, cement and other godowns, platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and mixing platforms. *Temporary works*
- 1.8 “Extra Works” means those works required by the Engineer for completion of the Contract which were not specifically and separately included in the schedule of items of the works i.e. (Bill of Quantities) of the tender. “Excess Works” means the required quantities of work in excess of the provision made against any item of the bill of Quantities. *Extra works and Excess works*
- 1.9 “Specifications” means the relevant and appropriate Bureau of Indian Standard’s specifications / International Standard’s Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender. *Specification*

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- “Drawings” means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing
- 1.10 by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer. *Drawings*
- 1.11 “Contract” means and includes the General and Special Conditions of *Contract*

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

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 or about the execution, completion or maintenance of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent works. | <i>Constructional Plant</i> |
| 1.13 | “Site” means the land, waterways and other places, on, under, in or through which the works are to be executed by the Trustees for the purpose of the Contract. | <i>Site</i> |
| 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 deductions therefrom as may be made by the Engineer under the provisions here in after contained. | <i>Contract Price</i> |
| 1.15 | “Month” means English Calendar Month. | <i>Month</i> |
| 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). | <i>Excepted Risks</i> |
| 1.17 | Word importing the singular only, also includes the plural and vice-versa where the context so requires. | <i>Singular/ Plural</i> |
| 1.18 | The heading and marginal notes in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract. | <i>Headings/ Marginal Notes.</i> |
| 1.19 | Unless otherwise stipulated the work “Cost” shall be deemed to include overhead costs of the Contractor, whether on or off the site. | <i>Cost</i> |
| 2.0 | DUTIES & POWERS OF ENGINEER & ENGINEER’S REPRESENTATIVE. | |
| 2.1 | The Contractor shall execute, compete and maintain the works in terms of the contract to the entire satisfaction of the Engineer and Shall comply with the Engineer’s direction on any matter whatsoever. | <i>Engineer’s Authority</i> |

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- | | | |
|-----|--|---|
| 2.2 | The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 hereof, from the Engineer’s Representative. | <i>Authority of Engineer’s Representative</i> |
| 2.3 | <p><i>The Engineer shall have full power and authority:</i></p> <p>(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.</p> <p>(b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.</p> | <i>Engineer’s Power</i> |

(c) to order for any variation, alteration and modification of the work and for extra works.

(d) to issue certificates as per contract.

(e) to settle the claims & disputes of the Contractor and Trustees, as the first referee.

(f) To grant extension of completion time.

2.4 *The Engineer's Representative shall :*

*Power of
Engineer's
Representative.*

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

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

*Limitation of
Engineer's
Representative's
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:

*Engineer's
Overriding Power*

- (a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking-up thereof and re-constructing at the contractor's cost and the contractor shall have no claim to compensation for the loss if any 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 the Engineer to his Representative in writing, shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation.

3.0 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 considered all factors, risks and contingencies, which will have direct and indirect impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration:

The tender must encompass all relevant aspects/issues.

- (a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climatic conditions, the means of access to the site and all other local conditions, including the likely charges and costs for temporary way-leave, if any, required for the work.

Site & Local condition.

- (b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract.

Drawing/ Specification/ Nature & extent of work to be done.

GC - 6

- (c) The accommodation required for the workmen and site office, mobilisation/demobilisation and storage of all plant, equipment and Construction materials.

Accommodation for Contractor's men/materials.

- (d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all at Contractor's cost.

Water for drinking etc. /Electrical power.

- (e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made thereunder, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance.

Payment of Taxes/duties and observance of all statutes.

- (f) Payment of all kinds of stamp-duty for executing the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds.

Payment of Stamp Duty by the Contractor.

- 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

Disclosure of

"Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata".

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.

Owner's name.

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

Earnest Money and Security Deposit.

Estimated Value of Work	Amount of Earnest Money	
	For Works Contract	For Contract of Supplying Materials or Equipment only
Up to Rs. 1,00,000=00	5% of the estimated value of work	1% of the estimated value of work
Over Rs. 1,00,000=00	2% of the estimated value of work subject to a maximum of Rs. 20,000/- and minimum of Rs. 5,000/-.	½% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-.

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- (b) Earnest Money shall be deposited with the Trustees' treasurer in cash or by Banker's Cheque of any Calcutta Branch of a Nationalised Bank of India drawn in favour of Calcutta Port Trust or in the form of any "Account Payee" Draft of any Nationalised Bank of India drawn in favour of "Calcutta Port Trust" and payable at Calcutta/Haldia, as the case may be, and the receipt granted therefor be kept attached to the Tender/Offer in the Sealed Cover.

Method of Paying E.M.

- (c) Earnest Money of unaccepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalised Bank of Calcutta / Haldia.

Refund of E.M.

- (d) The enlisted (registered) 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:

Exemption from E.M. to Regd. Firms

Class of Registration	Amount of Fixed Security	Financial Limit of Each Tender
A	Rs. 25,000/-	Any tender priced up to Rs.5,00,000/-
B	Rs. 10,000/-	Any tender priced up to Rs.2,00,000/-
C	Rs. 5,000/-	Any tender priced up to Rs.1,00,000/-

- (e) (i) Tender submitted without requisite Earnest Money may be liable to rejection.

Tender without EM liable to rejection.

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*Forfeiture of
E.M. before
Acceptance of
offer.*

*E.M. to be
converted to
part S.D.*

*Mode of
recovery of
balance S.D.*

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

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

*Scale of S.D.
recovery.*

- (h) Balance Security for Contract of supplying materials and equipment computed in terms of the percentages given above, shall have to be deposited with the Trustees' Treasurer in advance and within 30 days from the date of placement of supply order, either in cash or by A/c. Payee Draft of a Nationalised Bank of India drawn in favour of Calcutta Port Trust and payable at Calcutta/Haldia, as the case may be.

*S.D. for supply
contracts to be
deposited in
advance.*

- (i) No interest shall be paid by the Trustees to the Tenderer/Contractor on the amount of Earnest Money/Security Deposit held by the Trustees, at any stage.

*No interest
payable on E.M.
/S.D.*

- 3.5 (i) The Security Deposit shall 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. Id, however, the Contract provides for any maintenance period. 50% of the Security Deposit may be refunded against any of the treasury Receipt for that amount on expiry of half of the maintenance period and the balance deposit on the expiry of the said

*Mode of refund of
S.D.*

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.

Forfeiture of S.D.

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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 Calcutta/Haldia Branch, as the case may be, of any Nationalised Bank of India in the proforma annexed hereto and for the sum and period as mentioned in the letter of acceptance of the Tender/Offer, within 15 days from the date of such letter, failing which the Contract shall be liable to be terminated and the earnest money shall be liable to forfeiture; all at the discretion of the Engineer. The cost of obtaining this or any other Bank Guarantee and/or the revalidation thereof, wherever required, has to be borne by the Contractor and it shall be his sole responsibility to arrange for timely revalidation of such Bank Guarantee, failing which and for non-fulfilment of any contractual obligation by the Contractor, the Engineer and/or the Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally.

*Bank Guarantee
in lieu of Cash
S.D. in certain
cases*

3.7 “Every Tenderer/ Bidder shall submit, in respect of a tender value of more than Rs 5 Crore, along with their tender comprising Special Conditions of Contract, General Conditions of Contract, BOQ, Earnest Money, etc. a document called Integrity Pact Agreement duly signed by their authorized representative. The Proforma of the Integrity Pact Agreement shall as specified in the GCC. In case of tender value more than Rs 5 Crore, the Integrity Pact Agreement is an essential part and parcel of bid document to be submitted by each tenderer, without which the tender shall not be considered.”

4.0 THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR

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

*English language
to be used*

(b) The contract shall be governed by all relevant Indian Acts. As applicable only within the jurisdiction of the High Court at Calcutta, India, including the following Acts:

*Applicability of
laws on the
contract*

1. The Contract Act (India), 1872.
2. The Major Port Trusts Act, 1963.
3. The Workmen’s Compensation Act, 1923.
4. The Minimum Wages Act, 1948.
5. The Contract Labour (Regulation & Abolition) Act, 1970.
6. The Dock Workers’ Act, 1948.
7. The Arbitration and Conciliation Act (1996) (in the case of a definite Arbitration Agreement only).

- 4.2 After acceptance of his Tender/Offer and when called on 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.

*Contractor to
Execute Contract
Agreement.*

*Interpretation of
contract
documents –
Engineers' Power*

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- 4.4 Two copies of the Drawings referred to in the general and special Conditions of Contract and in the Bill of Quantities, shall be furnished by the Engineer to the 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 sub-letting 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

*All Drawings are
Trustees' property.*

*Contractor to
prepare working /
progress drawings*

*Contractor cannot
sub-let the work*

*Contractors' price
is inclusive of all
costs*

*Contractor is
responsible for all
construction
process, except for
correctness of
design and
specification
formulated by the
Engineer*

Contractor to

"Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata".

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.

*submit his
programme of
work*

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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.
- Contractor to
supervise the
works*
- 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.
- Contractor to
deploy qualified
men and
Engineer's power
to remove
Contractor's men*
- 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.
- Contractor is
responsible for
line, level, setting
out etc.*
- 4.13 From the commencement of the works till issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his own cost as per instruction and to the satisfaction of the engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer shall 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.
- Contractor is
responsible to
protect the work*

- 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.
- Contractor is responsible for all damages to other structures / persons caused by him in executing the work.*
- 4.15 The Contractor shall immediately inform the Engineer's Representatives if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees' expense as per the instruction of the Engineer's Representative.
- Fossils, Treasure trawls, etc. are Trustees' property*
- 4.16 The Contractor shall be deemed to have indemnified and shall indemnify the Trustees against all claims, demands, actions and proceedings and all costs arising therefrom on account of :
- Contractor to Indemnify the Trustees against all claims for loss, damage, etc.*
- (a) Infringement of any patent right, design, trademark or name or other protected right in connection with the works or temporary work.
 - (b) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.
 - (c) Unauthorised obstruction or nuisance caused by the contractor in respect of Public or Private 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 property, building or structure in terms of the Contract shall remain the property of the Trustees.
- Dismantled materials Trustees' property*

- 4.18 The Contractor's quoted rates shall be deemed to have been inclusive of the following:

*Contractor's
quoted rates/price
must be all
inclusive*

- (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 labourer 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 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 to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or despatch.

*Notice to
Contractor.*

- 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.

*Contractor not to
publish
photograph or
particulars of work*

- 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

*Contractor to
provide facilities to
outsiders*

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. *Work to cause minimum possible hindrance to traffic movement*
- 4.23 All constructional plants, temporary works and materials when brought to the site by the Contractor shall be deemed to be the property of the Trustees who will have lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer or his Representative. *Trustees' lien on Contractor's Plant & Equipment.*
- 5.0 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. *Preliminary time to commence work an maintenance of steady rate of progress*
- 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. *Contractor's site office*
- 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. *Contractor to observe Trustees' working hours*

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- 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. *Contractor to supply all materials as per requirement of the Engineer or his representative*
- 5.5 Unless stipulated otherwise in the contract all materials, workmanship and method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the *Materials & Works*

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

contract, the material 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.

Contractor to submit samples for approval

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.

Contractor to arrange all testing at his own cost.

- 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.

The Contractor shall account for and look after the Trustees' materials

- (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 in writing.

Contractor to compensate for loss and damage to Trustees' materials

- (c) The Trustees' materials will generally be supplied in stages and in accordance with the rate of progress of work but except for grant of suitable extension of completion time of work as decided by the Engineer. The 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.

Delay in supply of Trustees' materials will only entitle the Contractor for extension of completion time of work

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- (d) Unless stipulated otherwise in the contract, the value of the Trustees' materials issued to the contractor shall be recovered from the contractor's bills and/or any of his other dues, progressively according to the consumption thereof on the work and/or in the manner decided by the Engineer or his representative and at the rate/s stipulated in the contract. These rates shall only be considered by the contractor in the preparation of his 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.

Recovery from Contractor for Trustees' materials under normal circumstances

- (e) If the Engineer decides that due to the contractor's negligence, any of the Trustees' materials issued to the contractor has been – (i) lost or damaged, (ii) consumed in excess of requirement and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall

Recovery from Contractor for Trustees' materials under other

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 -

circumstances.

- (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 any such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days.

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

5.10 No work shall be covered up and put out of view by the 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.

Contractor to seek approval of Engineer or his Representative before covering up any portion of work

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.

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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 –

Contractor to suspend work on Order from Engineer or his Representative

- (a) otherwise provided for in the contract, or
- (b) necessary by reason of some default on the part of the contractor, or
- (c) necessary by reason of climatic conditions on the site, or
- (d) necessary for proper execution of the works or for the safety of the works or any part thereof.

- 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, and the same shall be final and binding on the Contractor.
- 5.11.1 If at any time before or after commencement of the work the Trustees do not require the whole of the work tendered for the Engineer shall notify the same to the contractor in writing and the contractor shall stop further works in compliance of the same. The Contractor shall not be entitled to any claim for compensation for underived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer in the original specifications, drawings, designs and instructions.
- 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 taken over and/or used by the Trustees, the Contractor shall on application be entitled to partial completion certificate in the Form G.C.1 indicating the portion of the work covered by it, so that the 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. *Completion Certificate G.C.1.*
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- 6.0 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. *All interim payments are advances till issue of Certificate in Form G.C.2*
- On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advance, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.
- 6.2 All payments shall be made to the Contractor only on the basis of measurements of actual work done, as recorded in the Trustees' measurement books and at accepted tendered or at agreed rates, as the case may be, except as otherwise provided in the contract and when the Engineer decides any other rate for change in the scope of work or omission, if any, on the part of the Contractor. *Payment on the basis of measurements at agreed rates.*
- 6.3 For work of sanctioned tender value more than Rs.50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made at the discretion of the Engineer or his *Limitation for on account payment*

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 wend of such Measurements over the Contractor's Rubber Stamp as a token of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even after 3 days written notice from the Engineer's Representative, the measurement shall be taken ex-parte by the Engineer's Representative and those shall be accepted by the Contractor.

Recording of measurements

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- 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, amounts and recoveries to type out the bill.

Contractor to prepare and submit his bills

- 6.6 At the discretion of the Engineer or his Representative and only in respect of accepted offers/where estimated amount put to tender would be Rs.2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the 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 discretion,
- (iii) a formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials,

Advance payment against Non-perishable 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 storage 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 Trustees' whereby the contractor shall indemnify the Trustees against all financial loss/damage, on account of loss/damage to such materials for whatever reasons,

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- (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 Calcutta/Haldia Branch of any Nationalised Bank or a Schedule Commercial Bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee.
- (vii) The amount of advance shall be recoverable from the 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 overcertify for payment or the Trustees should over-pay the Contractor on any account.

*Recovery for
wrong and over
payment*

6.8 No claim for interest shall be admissible or payable 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.

*Interest not
admissible to
Contractor*

7.0 VARIATION AND ITS VALUATION:

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

*Quantities in Bill
of Quantities of
Tender*

in fulfilment 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, quality or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows:
- Engineer's power to vary the works*

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- 7.2 (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.
- Variation by engineer do not vitiate the contract*

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

- 7.5 (a) The 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.
- Payment for extra or additional, or omitted work or substituted work, Engineer's powers*

- (c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra, additional or substituted work, then the Engineer may decide the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the

Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.

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- (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.

8.0 DELAY / EXTENSION OF COMPLETION TIME / LIQUIDATED DAMAGE / TERMINATION OF CONTRACT

- 8.1 Should the quantum of extra or additional work of any kind or delayed availability of the Trustees' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotion or other special circumstances of any kind beyond the control of the 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 Damage" Clause (No.8.3 hereof) on the Contractor and his decision shall be final and binding on the Contractor. If an extension of completion time is granted by the Engineer without imposition of liquidated damage, from the Clause No.8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communicated by the Engineer, as aforesaid. *Extension of completion time*
- 8.2 (a) If the 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 piece) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% of the said value of work. The amount of Liquidated damages shall be determined by the Engineer, which shall be final and binding. *'Liquidated Damage' and other compensation due to Trustees*

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- (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 and enter upon the site and works and expel the Contractor there from after giving him a minimum 3 days' notice in writing, due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive:

*Default of the
Contractors
remedies &
powers/Termination of
Contract.*

- (i) The Contractor has abandoned the contract.
- (ii) In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Contractor's lapses.
- (iii) The Contractor has failed to commence the works or has without any lawful excuse under these conditions has kept the work suspended for at least 15 days despite receiving the Engineer's or his Representative's written notice to proceed with the work.
- (iv) The Contractor has failed to remove materials from site or to dismantle or demolish and replace work for 7 days after receiving from the Engineer or his representative the written notice stating that the said materials or work were condemned and rejected by him under these conditions.
- (v) The Contractor is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
- (vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the 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 adjusted insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.

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

ascertained from the Engineer, within 7 days of receipt of such letter.

- 8.3.2 In all such cases of Termination of work, the Trustees shall have the power to complete the work through any other agency at the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor, had he duly completed the work of the work in accordance with the contract.
- 8.3.3 Upon termination of contract, the Contractor shall be entitled to receipt payment of only 90% of the value of work actually done or materials actually supplied by him and subject to recoveries as per contract, provided the work done and materials conform to specifications at the time of taking over by the Trustees. The payment for work shall be based on measurements of actual work done and priced at approved contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall in no case be more than market rates prevailing at the time of taking over by the Trustees. The Engineer's decision in all such case shall be final, binding and conclusive.
- 8.3.4 The Trustees shall have the power to retain all moneys due to the Contractor until the work is completed by other agency and the Contractor's liabilities to the Trustees are known in all respect.

9.0 MAINTENANCE AND REFUND OF SECURITY DEPOSIT

- 9.1 On completion of execution of the work the 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 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 any manner deemed suitable by the Engineer.

*Contractor's
obligation for
maintenance
of work.*

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- 9.2 The Contractor 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

*Certificate of
final
completion*

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. *Refund of Security Deposit*
- 10.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES AND ARBITRATION
- 10.1 In all disputes, matters, claims, demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications, drawings, designs and instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract the decision of the Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the Contractor. *Engineer's decision*
- 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. *Chairman's award.*
- 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 require that within 60 days from his written notice, the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act, 1940 or any statutory modification thereof. *Arbitration.*
- 10.3.1 If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which his predecessor left it.

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- 10.3.2 The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.
- 10.3.3 The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties..

- 10.3.4 The venue of the arbitration shall be either Calcutta or Haldia as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference the cost of any incidental to the reference and award respectively shall be in the discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid.
- 10.3.5 The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reason for the award.
- 10.3.6 The Arbitrator shall consider the claims of all the parties to the contract – within only the parameters of scope and conditions of the contract in question.
- 10.3.7 Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made thereunder, for the time being in force, shall apply to the arbitration proceedings under this Clause.
- 10.4 The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decision. The Engineer also shall not withhold any payment, which, according to him, is due or payable to the 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 cases of contracts, where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs.40,00,000/-.
 - [b] The 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.

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- [c] Contractor's dispute if any arising only during the maintenance period, if any, stipulated in the contract, must be submitted to the Engineer, with detailed justification in the context of contract conditions, before the issuance of final completion certificate in Form G.C.-2 *ibid*.
No dispute or difference on any matters whatsoever, the Contractor can raise pertaining to the Contract 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 hereinabove, on their sole discretion, by adding the names of new Arbitrators and / or by deleting the names of existing Arbitrators, without making any reference to the Contractor.

SECTION – VIII

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following **Special Conditions of Contract (SCC)** shall supplement the ITB (Instructions to the Bidder), **General Conditions of Contract (GCC)**. Whenever there is a conflict, the provisions herein shall prevail over those in the ITB & **GCC**.

The tenderer shall visit the site and get themselves acquainted with the existing facilities. Haldia is linked by road through National High Way 6 & 41 via Mechada and by Rail from Howrah and Kharagpur via Panskura.

8.1 Definition and Interpretation:

For definitions of different words used in this Tender Document, SMP, Kolkata's General Conditions of Contract, May 1993 are to be followed.

8.1.1 In the event of the Contractor contravening this condition, HDC, SMP, Kolkata shall be entitled to terminate the contract forthwith and award a fresh contract to some other parties at risk and cost of the Contractor, who shall be liable for any loss or damage, which HDC, SMP, Kolkata may sustain in consequence to arising out of such replacement of the Contractor.

8.1.2 The contractor shall not assign his right and interest in these presents nor assume a fresh partner or partners, dissolve, the partnership existing between him in reference to this contract without the written permission of HDC, SMP, Kolkata.

8.1.3 No participating bidder shall be allowed to act as a subcontractor of the successful bidder.

8.2 Patent Rights :

8.2.1 The contractor shall fully indemnify HDC, SMP, Kolkata against any action, claim or demand, costs or expenses arising from or incurred by reason of any infringement or alleged infringements of letters, patents, design, trademark or name, copyright or other protected rights in respect of any machine, plant, work, materials or things, system or methods of using, fixing working or arrangement used for fixed or supplied by the contractor in India, or elsewhere.

8.2.2 All payments, or otherwise shall be deemed to be included by the contractor in the prices named in the tender and shall be paid by him to whom they may be payable.

8.2.3 In the event of any claim being made or action brought against HDC, SMP, Kolkata in respect of any such matter as aforesaid, the contractor shall be immediately notified thereof and he shall with the assistance, if he so requires of HDC, SMP, Kolkata but at the sole expense of the contractor conduct all negotiations for the settlement of the same or any litigation that may arise there from provided that the conduct of such negotiations or litigations shall be conditional upon the contractor giving to HDC, SMP, Kolkata such security as shall from time to time be reasonably required by HDC, SMP, Kolkata to recover the ascertained or agreed amount as the case may be of any compensation, damages, expenses and cost, which might be payable by the Trustees in respect of or as a result of any such negotiation or litigation.

8.3 Power Supply & water :

8.3.1 Supply of Electricity:

For execution of work, electricity will be supplied on chargeable basis. The contractor will provide cables; switch gears etc. to receive electricity from HDC's nearest electric supply source. **Electricity charges** will be determined on the basis of **Chargeable Unit (kWh)** [actual **Unit (kWh)** consumed (recorded through Energy Meter) **plus 3%** on actual Unit consumed] and applicable rate of **West Bengal State Electricity Distribution Company Limited (WBSEDCL)**. Billing will be done on the basis of **Electricity charges** and overhead charges @ 19.25% [on the aforesaid **Electricity charges**] as per the notifications of **Tariff Authority of Major Ports (TAMP)**.

The **Electricity consumption charges** [based on the prevalent rates of **WBSEDCL**, as may be

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

8.3.2 **Supply of water:**

Fresh Water for use of the staff members as well as for requirement of the Locomotive will be provided on chargeable basis by HDC-KoPT. The Contractor will have to take the delivery of fresh water for Locomotive from specified points. Necessary arrangement like flow meter, pipe & pipe fittings etc. to be arranged by the contractor

Billing against supply of water will be done on the basis of actual consumption recorded through water meter at the rate **INR 38.65 (including overhead charges @ 19.25%) per KL of Fresh Water** [As directed by **TAMP (Tariff Authority for Major Ports)**], with escalation @ 5% per annum.

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

8.4 **Use of Land :**

For the purpose of setting up a site office to carry out the activities in connection with the contract, land as available, may be allotted to the firm by HDC, SMP, Kolkata, on chargeable basis, at applicable rate, at the nearby area of the Loco shed for which the firm will have to submit written application. It is emphasized that the construction of such site office, if required, shall in no way hinder any other operation inside the dock or elsewhere.

If the contractor does not handover the land allotted to him and/or does not remove the temporary structure erected on the said land within a fortnight, then the contractor will have to pay compensation to HDC equivalent to three times the applicable licence fee from the plot concerned as per schedule rent of HDC's land and building at Haldia.

8.5 **Access to Site :**

The contractor shall have to abide by the rules and regulations of HDC, SMP, Kolkata, which may be varied time to time, in respect of entry / exit and movement in the premises. Necessary Gate Pass for entering into the Dock area will be issued for the personnel, equipment, machineries, materials etc. of the contractor for execution of the instant work at chargeable basis as per rules then prevailing, on the basis of written request from the contractor. The contractor will be fully responsible for any injury (whether fatal or otherwise) to himself or his representative(s), for any loss or damage of property, or for any other loss, damage, costs and expenses whatsoever caused which but for the granting of such permission would not have arisen. The Contractor will be liable to indemnify HDC, SMP, Kolkata against any loss or damage to the property of HDC, SMP, Kolkata or neighbouring property, which may be caused due to any act of the contractor or his representative(s).

8.6 **Contract Document Mutually Explanatory :**

8.6.1 The several documents forming the contract are to be taken as mutually explanatory of one another and should anything appear in one, which is not described in the other, no advantage shall be taken of any such omission.

8.6.2 In case, any discrepancies or inconsistencies however appear or should any misunderstandings arise as to the meaning and of the specifications or drawings or as to the dimensions or the quality of the materials or the due and proper execution of the work or as to the measurement or quality and valuation of the work executed under this contract or as extra thereupon, the same shall be explained by the Engineer or his authorized representative.

8.6.3 The explanation of Engineer or his authorized representative shall be final and binding upon the contractor and the contractor shall execute the work according to such explanations, and without extra charge or deductions to/from the prices specified in the Price Schedule and do all such work

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and things as may be necessary for the proper completion of the work as implied by the specification and drawings, even though such work and things are not specifically shown and described therein.

8.7 Existing Services :

- 8.7.1 Drains, pipes, cables, overhead wires and similar services whether above or below the ground which may be encountered in the course of the work shall be saved and kept harmless from injury and/or loss or damages by the contractor at their own costs and expenses so that they continue to be in full and uninterrupted use to HDC, SMP, Kolkata.
- 8.7.2 The contractor shall not store any materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services. The contractor shall at his own costs and expenses and without any delay repair and make good, to the satisfaction of the employer, any injury and/or loss or damage caused by the contractor to the same.

8.8 Labour :

- 8.8.1 The contractor shall make their own arrangements for the engagement of all labour for doing the work at site or in respect of or in connection with the execution of work as also for the transport, housing/residential accommodation, medical treatment, feeding/canteen facility and payment thereof. Therefore HDC, SMP, Kolkata will have no obligation for the labours engaged by the contractor. Since time is the essence of this contract, adequate strength of labour force has to be deployed, so as to supply including operation and maintenance of locomotive under HDC, SMP, Kolkata as stipulated in the tender.
- 8.8.2 In the event of any outbreak of illness or an epidemic nature, the contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.
- 8.8.3 Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighbourhood of the works against the same.
- 8.8.4 Contractor shall at all times during the continuance of the contract comply fully with all Acts, Rules, Regulations and Byelaws then prevailing including all statutory amendments and re-enactment by the State or Central Government and other Local Authorities and any other enactments and acts that may be passed in future either by the State or the Central Government or Local Authority, including Indian Workmen's Compensation Act, Labour Laws and Equal Remuneration Act, 1976, Factories Act, Minimum Wages Act, The Contract Labour (Regulation & Abolition) Act, 1970; Employees' Provident Fund & Miscellaneous Provision Act, 1952; Employees' State Insurance Act, 1948; Dock Workers, (Safety, Health and Welfare) Act, 1986 etc.
- 8.8.5 If as a result of contractor's failure, negligence, omission, default or non-observance of any provisions of any law, HDC, SMP, Kolkata is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, HDC, SMP, Kolkata shall be entitled to deduct the same from any moneys due or that become due to the contractor under this contract or any other contract or other wise recover from the contractor any sum, which HDC, SMP, Kolkata is required or called upon to pay or reimburse on behalf of the contractor. All registration and statutory inspection fees in respect of his work pursuant to the contract shall be paid by the contractor.
- 8.8.6 The contractor shall pay the labourer engaged by him for this instant work not less than a fair wage, under the Minimum Wages Act for corresponding workforce working in Haldia, West Bengal, India.

8.9 Labour Licence :

Before commencement of the work at site (within Dock area), the Contractor shall have to apply for Labour Licence (if applicable) for the maximum number of workers proposed to be deployed for operation & maintenance of Locomotive. Necessary certificate shall be issued by the

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concerned Sr. Dy. Manager (Rly.) under Traffic Department against a request from the contractor. Photocopy of the application shall have to be furnished to the concerned Sr. Dy. Manager (Rly) under Traffic Department.

8.10 Report of Accident :

The contractor shall, inform immediately without delay of the occurrence of any accident, at or near the site or in connection with the execution of the work under the contract, report the accident to the concerned Sr. Dy. Manager (Rly.) or his authorized representative(s) and shall make every arrangement to render all possible assistance to the victim(s) of such accident. The contractor shall also report such accident to the competent authority whenever such a report is required by law. For any accident occurred within the entire operational area covered under the contract, the contractor shall ensure prompt investigation into the matter through recording of statement of the personnel witnessing the accident. The report containing the findings along with the statements so recorded will then be forwarded by the contractor to the concerned Sr. Dy. Manager (Rly.) or his authorized representative(s) at the earliest. At the first instance, an 'Accident Report' shall be prepared (in triplicate) by the concerned Supervisor / Engineer on duty engaged by the Contractor and a copy of the same to be forwarded immediately to the Engineer. Upon getting the first information Report of Accident, a joint Committee, consisting of representatives of I&CF Division, TO (Rly) Division & P&E Division of HDC, SMPK and a member of management cadre of contractor will be formed to investigate the accident.

8.11 Employees' Provident Fund (EPF) :

All intending bidders shall have to submit proof of registration of their establishment under the provision of Employees' Provident Fund & Miscellaneous Provisional Act and recent Challan, if applicable. If this is not applicable, documentary evidence to establish non-applicability of the same to be submitted along with the Techno-Commercial Bid.

Please refer to Clause No. 2.2.B in this regard.

As per the provision of the Act, the contractor is liable for remittance of monthly subscription contribution with respect to Employees' Provident Fund (EPF) for the workers engaged by them, wherever applicable.

8.12 Employees' State Insurance (ESI) :

All intending bidders shall have to submit necessary documents along with their techno-commercial offer as to whether they are covered under ESI Act or not. If they are covered under the said Act, proof of registration of their establishment under the provision of Employees' State Insurance Act and recent Challan are to be submitted.

If they are not covered under ESI Act or exempted, necessary documents along with an affidavit affirmed before a First Class Judicial Magistrate to that effect are to be submitted. Such affidavit(s) will be examined by SMP, Kolkata and the bidder(s) must abide the observation/ recommendation in this regard.

Please refer to Clause No. 2.2.B in this regard.

If the contractor is not under ESI Act, then the contractor must additionally indemnify HDC, SMP, Kolkata against all damage and accident occurring to his/their labour.

If the contractor is covered under ESI Act, as per the provision of the Act the contractor is liable for remittance of monthly subscription contribution with respect to Employees' State Insurance (ESI) for the workers engaged by them.

8.13 Safety Gears, etc. :

During the execution of contract, the contractor shall have to ensure safety of all their working personnel to the fullest compliance of the provisions of general safety rules/ regulations including Dock Workers, (Safety, Health and Welfare) Act, 1986 along with associated Rules & Regulations.

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

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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.

8.14 Plant and Equipment :

8.14.1 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. The contractor must have to comply with Dock Workers, (Safety, Health and Welfare) Act, 1986 along with associated Rules and Regulations and other safety rules (as applicable) in this regard.

8.14.2 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.

8.15 Operation / Business of HDC, SMP, Kolkata must not be hampered :

8.15.1 During the continuance of the contract, the contractor has to execute the work such a manner, so that, any business/work of HDC, SMP, Kolkata in the vicinity of worksite must not be hampered in any way.

8.15.2 The work shall be carried out in such a manner so as to enable the other contractors, if any, or the departmental employees to work, without any difficulty / hindrance etc.

8.16 Guaranteed Availability :

8.16.1 The Contractor will have to stand guarantee for the Locomotive's availability for 90% hours of respective month (Month starts from 06:00 Hrs. of first day and ends at 06:00 Hrs. of first day of next calendar month), in fully operational condition. In case the availability of the Locomotive falls below the said minimum guaranteed level, no daily O&M 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 8.20 will be applicable.

8.16.2 The firm shall maintain 90% availability of the Locomotives by adjusting schedule maintenance time during lean period of work. There will be no requirement of alternative locomotive or standby for the period of that maintenance. However, substitute equivalent locomotive is required to be provided during P.O.H maintenance.

Formula of availability :

A - Total locomotive hours during the period including holidays = no. of days x 24.

B – Hours loss due to scheduled & plant maintenance.

C – Hours lost due to major / minor breakdown

D – Hours lost due to no non-availability / non-supply of spares (under scope of HDC, SMPK)

E – Actual locomotive availability {A-(B+C+D)}

% of availability i.e. E/A X 100 should be 90%

8.16.3 Locomotive becoming ineffective as a result of accident / derailment on any account will continue to be shown in availability if reason for the same is attributable to HDC, SMPK.

8.16.4 If the DLW 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 the accident enumerating its cause to HDC, SMPK. HDC in turn shall verify the above submission, if necessary by forming a committee in which one representative of the Firm will be there. In case of Driver / Locomotive being responsible for such accident as may be opined by the committee as aforesaid.

8.16.5 The following detentions will not be attributable to the contractor :-

Sl. No.	Reason for detention	Remarks
1	Fuelling Time of locomotive	To be certified by TO(Rlys.) of HDC
2	Problem of Railway Track	To be certified by I & CF Division of HDC, KoPT
3	Dense Fog	To be accepted by TO(Rlys.) of HDC
4	Non-availability of Locomotive due to Derailment.	A committee to be formed, as described in the clause No. 8.10 under heading "Report of accident" in this regard. Committee will judge the matter
5	Automatic signalling failure.	To be certified by TO(Rlys.) of HDC
6	Non-availability / non-supply of spares (under scope of HDC, SMPK)	To be certified by P&E Division of HDC, KoPT

8.17 **Operation Mode & Charges** :

8.17.1 The Locomotive shall be ready for operation for 24 hours.

8.17.2 On Standby Mode :

The Locomotive shall be deemed to be on standby if the Locomotive is made available to the authorized officer fully ready and fit for operation with sufficient crew & fuel on board whereby the officer can order the Loco Driver to commence operation at 15 minutes notice.

8.18 **Accrual of Charges** :

The contractual charges are inclusive of all the expenses connected to the operation and maintenance of the Locomotive including supply of manning and materials for the same. The charges shall accrue to the contractor at the rates quoted by him and accepted by HDC, SMPK.

8.19 **Daily O&M Charge** : Daily O&M Charge shall be paid for the day the Locomotive is in operation / standby mode as described in clauses 8.17.1 and 8.17.2 above.

8.20 **Penalty** :

- The utilization of Loco will be 18 Hrs. per day and the availability per loco will be 90%. Each loco may be allowed to carry out maintenance for maximum 48 Hrs. per month. Although the contractor is entitled to 48 hours shutdown, in totality, as free time during a month for preventive / breakdown maintenance of locomotive but 48 hrs. Shut-down would not be given at a stretch. No unused free time in a month would be carried forward to the next month. If the contractor takes the Loco for POH then substitute Loco will have to be provided of the same hauling capacity with prior intimation to HDC. Each Loco have to perform 18 Hrs. per day failing which Rs.500.00 per loco per hrs. will be deducted from their running bill. Moreover, HDC, SMPK will not pay proportionate amount of the scheduled rates for the hours / days for the operation of the Locomotive, is suspended for the reason attributable to the contractor. However, Engineer of the contract may waive the penalty if he is satisfied that the reason for the default were beyond the control of contractor.
- If the DLW locomotive gets involved in any sort of accident / derailment taking toll of life or material or both or creating dislocation owing to inadvertent operations or loss of alertness, the site-in-charge of the firm shall have to submit a detailed report of the accident enumerating its cause to HDC, SMPK. HDC, SMPK in turn shall verify the above submission, if necessary by forming a committee in which one representative of the firm will be there. In case of driver / Locomotive the committee as aforesaid may opine being responsible for such accident as, the penalty will be at actual and the same to be deducted from the party's monthly RA bill or any other sum payable.
- In case the DLW Locomotive is not available for operation for a period of more than 7 (seven) days, then a substitute Locomotive with similar/ better 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 **"Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata"**.

date the offered Locomotive is inoperative / broken down. However, supply of fuel to the replacement Locomotive will be on actual consumption basis.

- d) 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.
- 8.21 **Duration of the contract** : This contract will come into effect from the date of signing of agreement and will remain valid for five years from the date of commencement of operation of the locomotives under our Traffic Railways Operation Division.
- 8.22 The Locomotive will normally ply at maneuvering speed but, may have to be increased or decreased as per operational requirement.
- 8.23 The Locomotive shall be under the operational command of Sr. Dy. Manager (Rly), HDC or his authorized representatives.
- 8.24 All transportation costs towards men and material will be the responsibility of the contractor.
- 8.25 **General Inspection** : Inspection and Load testing of the Locomotive will be carried out jointly by the representatives of the firm and representatives of HDC, SMP, Kolkata at site. The actual consumption of fuel (HSD) per operating hour of Locomotives should be established during load testing of the Locomotives. A test run / load testing for a period of 24 hours of the Locomotive will be conducted at site in presence of representatives of the contractor & HDC, SMP, Kolkata.
- 8.26 **Fuel Supply** : The contractor, at their cost, will print sufficient number of log books and log abstracts as per approved format of HDC, SMPK. The contractor has to maintain a daily log book for the Locomotive. All particulars of the Locomotive including movement of the Locomotive (From-To), engine's important parameters, daily running hours, Fuel (HSD) position in Fuel tank of Locomotive: Opening Balance (OB) at the beginning of shift & Closing Balance (CB) 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 TO(Rly)Division under Traffic Department of HDC, SMPK. 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 logbook to be retained on Locomotive / office and same to be produced on demand. In view, HDC is an ISO 9001:2015 organization; the Locomotive will be required to follow ISO 9001: 2015 guidelines.
- 8.27 **Energy conservation** : The Contractor shall undertake strict measures for 'Energy Conservation' at all times. HSD will be issued by Loco Section of P&E Division under Engineering Department, HDC, SMPK upon generation of indent by the contractor and countersigned by Sr. Dy. Manager (Rly) or his authorized representative under Traffic Operations (Rlys.) Division. The Fuel would be dispensed during the period from 08:00 Hrs -17:00 Hrs on all days. The indent with date should specify quantity of fuel required (in Ltrs), last date of receipt of HSD with quantity of fuel (in Ltrs), current stock of fuel (in Ltrs) in Loco Fuel Tank, name & designation of indenting official of contractor, name & designation of countersigning official of TO(Rly) Division under Traffic Department.
- The fuel (HSD) consumption per operating hour of Locomotive should be maximum 32.30 Ltrs. or the actual consumption of fuel per locomotive established during test run of Locomotive (Refer Clause no. 8.25 under 'General Inspection') whichever is lower to be considered as consumption of fuel of the Locomotives 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 RA bill.
- 8.28 Responsibility of operating the Locomotive including manning, lubricants, provisions and stores 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.

8.29 **Insurance** :

The Locomotive, men & 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. HDC, SMP, Kolkata, under no circumstances, shall be responsible for any damage to the Locomotive 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.

8.30 **Terms of Payment** :

100% payment against daily O&M charges of locomotive should be made against submitted monthly RA Bill, within 30 days, from the date of submission of clear & unambiguous bill along with locomotive log abstract, clearly depicting availability of Locomotive (in Hrs.) during the calendar month, duly certified by Sr. Dy. Manager (Rlys.) or his authorized representative, under Traffic Rlys. Division of HDC, SMP, Kolkata.

Adjustments, if any, towards charges to be recovered against electricity, re-railment, excess consumption of fuel (HSD) etc. and reimbursement of cost of spares to the Contractor with 6% service charge plus applicable GST against spares supplied by the contractor (as detailed in Clause No. 6.9), would be done from / in the bill submitted by the contractor.

The contractor will be allowed to submit bill(s) only once in a calendar month.

Any claim for interest will not be entertained by HDC, 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, SMP, Kolkata in making payment.

8.31 **Tender Price, Taxes, Duties and other Statutory Levies etc.** :

8.31.1 Price is to be quoted ONLINE only in the Price Bid (priced Price Schedule) should strictly as per "Price Schedule", without any extraneous condition. There should not be any change in the Format of un-priced "Price Schedule". Except in the Price Bid, the price must not be mentioned / disclosed in any other place of tender / offer.

8.31.2 Tender price shall be inclusive of all charges other than GST. All other incidental charges for the execution of the contract should be included.

8.31.3 Except where otherwise expressly provided, the contractor shall provide all materials, labour, plant and equipment and things necessary in connection with the contract work although everything may not be fully specified and although there may be errors and omissions in the specifications.

8.3 **Price Variation** :

8.32.1 The prices – other than GST, as applicable – shall be firm and fixed till completion of the contract.

8.32.2 In case of any upward variation in GST, Trustees will consider reimbursement of payment made against such increase of taxes, duties against documentary evidence of such payment made. In case of any downward revision in any taxes, duties and other statutory levies etc. and/ or withdrawal/ abolition of any taxes, duties and other statutory levies etc., the contractor will give due rebate, as would be effected by such revision or withdrawal/ abolition.

8.33 **Extra Claim** :

No claim for any detention / idle charges for labours, materials, equipments and machines organized by the contractor in connection with the work under the contract shall be payable by HDC, SMP, Kolkata to the contractor under any circumstances whatsoever.

8.34 **Extended Stay Compensation** :

Extended Stay Compensation for delay in execution of the contract will not be paid.

8.35 **Storage of Material** :

The safe storage of material shall be the responsibility of the contractor. Any kind of damage (including due to atmospheric condition), theft, pilferage etc. shall be on contractors account.

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8.36 Removal of Materials on Completion :

The contractor shall, on completion of the works or as and when directed by the Employer, remove all plant, equipment, tools, materials, temporary constructions, etc. which may have accumulated during the execution of the work at their own cost and arrangement, other than those permanently used into the works, at employer's site.

During execution of work any type of scrap generated out of HDC, SMP, Kolkata property inside the HDC's premises is to be returned to HDC, SMP, Kolkata.

8.37 Keeping the Site Clean :

The contractor shall maintain the site such a manner so that, pollution may not be caused due to stacking of any scrap/surplus materials, rubbish and offensive materials etc. and hindrance in movement of man/equipment may not be happened due to stacking of such type of materials.

8.38 Photography inside the Dock Zone is prohibited :

Without taking any written permission from the appropriate authority of HDC, SMP, Kolkata any kind of photography whether still or video/movie inside the Dock Zone is prohibited.

In compliance to the above, the contractor must ensure that, any photograph of the work or any part thereof or plant employed by the contractor shall not be taken either by the contractor or by any of the sub-contractor(s) employed by the contractor, without the approval of HDC, SMP, Kolkata and no such photograph shall be published or otherwise circulated in any manner without the approval of HDC, SMP, Kolkata. The contractor will be held responsible in case of violation of this clause.

8.39 Advertisement :

Without the written permission of HDC, SMP, Kolkata the contractor shall not advertise in news paper and/or in electronic media and/or shall not display on any hoarding, fencing, building etc. in connection with this contract.

8.40 Income Tax Deduction :

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

8.41 No Interest on account of Delayed Payments :

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

8.42 Force Majeure :

In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which Force Majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties. The term FORCE MAJEURE as employed herein shall mean acts of God, Earthquake, War, Revolt, Riot, Fire, Floods, Sabotage and Hurricane/Cyclone, Strike excluding that of Contractor's Suppliers or Sub-contractor's Employees.

Upon the occurrence of such case and upon its termination the party alleging that it has been rendered unable as aforesaid, shall notify the other party in writing immediately but not later than 48 (forty eight) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

8.43 Indemnity :

8.43.1 Notwithstanding that all reasonable and proper precautions may have been taken by the contractor at all times during the progress of the work, the contractor shall nevertheless be wholly responsible for all damages, whether to the works themselves or to any other property of HDC or to the lives, persons, property of others during the progress of the work.

8.43.2 In case any damage occurs to the existing structure due to the contractor's operation, the same shall be made good by the contractor at his own risk and cost. The areas, which are likely to be unsafe for use, shall be barricaded and all necessary precautionary measures, like displaying notices, shall be taken by the contractor, during commissioning and testing of equipment at site.

8.43.3 The contractor has to submit the Indemnity bond as per Format, enclosed in the General Conditions of Contract of Kolkata Port Trust, May 1993.

8.44 Workmen's Compensation :

The contractor shall indemnify HDC in the event of HDC being held liable to pay compensation for injury to any contractor's servants or workmen under the Indian Workmen's Compensation Act, 1923, as amended from time to time, and shall take out an insurance policy covering all risks under the Act and shall keep the same renewed, from time to time as necessary, for the duration of the contract and produce the same before completion of work to the General Manager (Engg.).

8.45 HDC, SMP, Kolkata's Lien :

HDC, SMP, Kolkata shall have a lien on and over all or any money that may become due and payable to the contractor under this contract or any other contract or from any amount lying with them or under their control and in respect of any debt or sum that may become due and payable by HDC, SMP, Kolkata to the contractor, either alone or jointly with another or other and either under this contract or under any other contracts or transaction of any nature whatsoever HDC, SMP, Kolkata and the contractor.

8.46 Employer's Entitlement to Terminate :

Termination of contract and Risk Purchase Clause will be applicable as per clause No. 8 of SMP, Kolkata's General Conditions of Contract.

8.46.1 The Employer shall be entitled to terminate the Contract, at the Employer's convenience, at any time after giving 56 days prior notice to the Contractor, with a copy to the Engineer's of the Contract Representative, and returning the performance security.

8.46.2 In the event of such termination, the Contractor shall:

- a) cease all further work, except for such work as may be necessary and instructed by the Employer's Representative for the purpose of making safe or protecting those parts of the Works already executed and any work required to leave the site in a clean and safe condition.
- b) hand over all Construction Documents, Plant and Materials for which the Contractor has received payment.
- c) hand over those other parts of the Works executed by the Contractor up to the date of termination and
- d) remove all Contractor's Equipment, which is on the Site and repatriate all his staff and labour from the site.

Any such termination shall be without prejudice to any other right of the Contractor under the Contract.

8.46.3 In the event of such termination, the Employer Representative shall determine the value of the work done and:

- a) The amounts payable for any work carried out for which a price is stated in the Contract;
- b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery; such Plant and Materials shall become the property of (and be at the risk of) the Engineer's of the Contract when paid for by the Engineer's of the Contract and the Contractor shall place the same all the Engineer's of the Contract disposal;

- c) any other Cost or liability, which in the circumstances was reasonably incurred by the Contractor in the expectation of completing the Works;
- d) the reasonable Cost of removal of Temporary Works and Contractor's Equipment from the site and the return of such items to the Contractor's works (or to any other destination at no greater cost) and
- e) the reasonable cost of repatriation of the Contractor's staff and labour employed wholly in connection with the Works at the date of such termination;
- f) return of HDC's plant, equipment, crane(s), machineries tools and tackles etc. which are deployed for the execution of work in good running condition and make payment accordingly.

8.47 **Settlement of Disputes :**

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with or arising out of the contract or the execution of the works, the same shall be dealt as per relevant provisions of the General Conditions of Contract and THE ARBITRATION AND CONCILIATION (AMENDMENT) ACT, 2015 and any statutory amendment thereof.

8.48 **Outbreak of War :**

If during the continuance of the contract, there shall be an outbreak of war (whether war is declared or not) in any part of the world which, whether financially or otherwise materially affects the execution of the works, the contractor shall, unless and until the contract is terminated under the provision in this clause contained use his best endeavours to complete the execution of the works provided always that either the Employer or the Contractor shall be entitled at any time after such outbreak of war to terminate this Contract by giving notice in writing to the other and upon such notice being given this contract shall terminate but without prejudice to the rights of either party in respect of any antecedent breach.

8.49 **Applicability of Laws on the Contract :**

The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of the Honorable Calcutta High Court, India, including the following Acts.

- a) The Indian Contract Act, 1872.
- b) The Major Port Trust Act, 1963.
- c) The Workmen's Compensation Act, 1923.
- d) The Minimum Wages Act, 1948.
- e) The Contract Labour (Regulation & Abolition) Act, 1970.
- f) Dock Workers (Safety, Health & Welfare) Act 1987.
- g) The Indian Arbitration Act (1940) (in the case of definite Arbitration Agreement only).
- h) The Arbitration and Conciliation (Amendment) Act, 2015.
- i) Indian Electricity Rules, 1956 with latest amendments.
- j) Other Acts/Rules/Regulations which may applicable to the contract during execution of the same.

8.50 **Locomotive Driver Profiles** : Contractor should submit the profiles of Locomotive Driver as per Format, Annexure- A. The Training Certificates along with the Health Certificates of the Locomotive Drivers to be produced along with the Techno- commercial Bid.

8.51 **Liquidated Damage :**

If the contractor fails to commence the work within 15 (fifteen) days from the date of signing the Contract Agreement, the contractor shall pay as compensation (Liquidated Damage) to the Trustees not as a penalty, as per the following :

Liquidated Damage @ ½% of the contract price (excluding GST), for every week or part thereof beyond the scheduled period, will be deducted from the contractor's bill. However, the amount of such compensation shall not exceed 10% of the total contract value (excluding GST).

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

8.52 **Default :**

Occurrence of any one and more of the following will be considered as event of default:

- a) If the contractor does not perform the contractual obligations.
- b) If availability of the Locomotives is not maintained at 90% for 3 consecutive months.

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

8.53 **Integrity Pact :**

The bidder will have to submit on the plain paper, the duly filled-in, signed and stamped (on each page) Integrity Pact enclosed with the tender document along with their techno-commercial bid (Cover – I) of their offer, failing which their offer will not be considered any further. Names of the Independent External Monitors (IEMs) for this will be provided, if necessary, after the pre-bid meeting.

8.54 **Performance Guarantee / Security Deposit :**

- 8.54.1** Within **twenty-eight (28) days** of issuance of “Letter of Acceptance (LOA)”, the Contractor shall have to provide an irrevocable and unconditional Bank Guarantee, from a Nationalized Bank/Scheduled Bank in India, in the amount, **3 %** of the contract value excluding GST, in the form Banker’s Cheque or by Demand Draft of a **Nationalized Bank of India** drawn in favour of ‘Syama Prasad Mookerjee Port Trust, **Kolkata, Haldia Dock Complex**’ and payable at **Haldia** – with Sr. Dy. Manager (Finance), HDC, SMP, Kolkata, which shall be retained as Security Deposit till successful expiry of the guarantee period. In all cases, any dispute regarding Bank Guarantee will be adjudicated under the jurisdiction of Kolkata High Court.

Failure of the Contractor to submit the aforesaid Performance Bank Guarantee and in the manner stated above, shall constitute sufficient grounds for termination of the contract

The Security Deposit will be refunded, without interest, after the successful execution of the order and submission of ‘**No Claim Certificate**’.

- 8.54.2** SMP, Kolkata, HDC shall encash the Bank Guarantee in the event of the contractor failing to complete the work as per tender specification, at the order of Engineer or his authorized representative, or when the contractor has defaulted for more than 30 days or when any amount is to be recovered from the Contractor as penalty or deduction and the contractor fails to remit such amount within 30 days after due notice given to him in this regard.

- 8.54.3** The Sr. Dy. Manager (P&E), HDC shall have the right to ask for the extension of the above Bank Guarantee till such time the Contractual obligations are fulfilled and the Contractor will be duty bound to extend the same.

8.55 **Evaluation Criteria :**

Evaluation with respect to Priced Bill of Quantities (BoQ) is detailed at Clause no. 5.33 of the tender.

- 8.56** In case of any dispute, question or difference either during execution of the work or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the **Engineer**, Syama Prasad Mookerjee Port, Kolkata, thereon shall be final and binding upon all parties.

- 8.57 Good Conduct:** If a bidder has had previous history of “defined misconduct” (such as banning from/ by any government sector, premature termination of a contract solely on bidder’s fault, criminal case pending against the company or its owner/ current director filed by a government entity etc.), his offer is liable to be rejected.

- 8.58** All other terms and conditions excepting those mentioned separately shall be governed by the General Conditions of Contract (GCC) of Syama Prasad Mookerjee Port, Kolkata, duly approved by the Board of Trustees in May, 1993, as well as the Major Port Trust Act, 1963, and subsequent amendments thereof, if any, unless otherwise specified.

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

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

- i. The bidder provides misleading or false information in the statements and documents submitted.
- ii. Record of unsatisfactory performance during the last seven years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delays in completion or financial bankruptcy, etc.

The decision of Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata in this regard shall be final and binding on the Bidder.

**GENERAL SPECIFICATIONS FOR
THREE NOS. WDG3A, DLW LOCOMOTIVES**

1. DESIGN DATA

Model No. :	WDG3A
Type	Co.Co
Horse Power	3100 HP
Max. Speed	100 Kmph.
Gear Ratio	18/74
Max. Radius of Curvature	73.2 m.

2. WHEEL BASE

Total Locomotive	14190 mm
Each Truck (Right)	3800 mm
Wheel Dia	1092 mm
Journal Size	150 mm
Traction Motor	BHEL- TM 4907 BZ
Track Gauge	1676 mm
Brake Equipment	Dual Brake System 28LAV-1

3. MAXIMUM OVERALL DIMENSIONS

Height	4162 mm
Width	3016 mm
Length (Overall)	19132 mm

4. Capacities

Fuel	6000 Litres
Cooling Water	1210 Litres
Water Expansion	155 Litres
Lube Oil	1025 Litres
Sand	0.40 Cu.m

5. APPROXIMATE WEIGHTS IN KG.

Locomotive with Supplies	123600
Locomotive Light	114645
Truck, Complete	25,000
Truck Frame with BK. Rigging	5600
Traction Motor (with Pinion)	3680
Traction Motor Pinion	22.7
Wheel and Axle Assy. with Gear	2150
Traction Motor Blower	81.6
Hood Over Engine	2019
Compressor	1089
Radiator (I)	788
Box and Eddy Current Clutch	360
Radiator Fan	53.5

**Format for Scheduled and preventive maintenance (A, B, C - Check) of DLW-1, 2, 3
Locomotives (3100 HP, Co-Co type, Diesel-Electric)**

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

HALDIA DOCK COMPLEX

PLANT & EQUIPMENT DIVISION

LOCO SECTION

PREVENTIVE MAINTENANCE PLAN –“A”

**HIGH POWER, 3100 HP CAPACITY, DIESEL-ELECTRIC, CO-CO TYPE DLW LOCO
(9- RUNNING SHIFT INTERVAL)**

LOCO NO.:

DATE:
SHIFT:

Sl. No.	Job Description	Work Done		Remarks
		Yes	No	
1	Engine in Running Condition :-			
	A) <u>Engine Side :</u> i) Check Engine RPM at low Idle (350-400) and High Idle (1050-1100). ii) Check Engine Lube Oil Pressure at Low Idle (2+/-0.1 Kg./Sq. Cm.) and High Idle RPM (6.5-7.5 Kg./Sq. Cm.). iii) Check any leakage to Fuel, Lube Oil, Air and Water Lines, Arrest leakage, if found. iv) Check any leakage for water / Oil from plate type lube oil cooler, Arrest leakage, if found. v) Check Loco driver's report (if any). Check the following for operation, high temperature noise or odour :- Crankcase exhaustor motor, Fuel booster pump motor, pre lube pump Motor, Aux. Generator & Traction Alternator . vi) Check condition of Fire Extinguisher in driver's Cabin. Engine room & Alternator Room.			
	B) <u>Electrical Transmission System :-</u> i) Check for smooth forward / reverse movement of Loco. ii) Check for proper battery charging through Ammeter / Display board.			
		<div style="border: 1px solid black; padding: 5px; text-align: center;"> Signature of Shift-In-Charge </div>		

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

		iii) Check Head Light / Buffer Lights / Fan & cabin Lights etc.			
	C)	<u>Air Brake System :-</u> <ul style="list-style-type: none"> i) Check for any leakage of Compressor Lube Oil, Arrest leakage, if found. ii) Check main Reservoir Air Pressure (10 Kg/ Sq. Cm.). iii) Check Auto Drain Valve cut-in and cut-out (10 to 8 Kg/ Sq. Cm.). iv) Check operation of Brake valve and Brake pressure should 3.5 Kg/ Sq. Cm. to 4.5 Kg/ Sq. Cm. v) Drain Condensate from Main Air Reservoir. vi) Any Air leakage from Under Gear Air Pile Line and Traction Motor Bellows. vii) Check Brake Pipe Gauge (it should be 5 Kg/ Sq. Cm.) 			
	D)	<u>Radiator Cooling Fan Drive Arrangement :</u> <ul style="list-style-type: none"> i) Check for any abnormal sound coming from Radiator Fan Drive & Traction Motor Blower (if so, report). 			
2	Engine in Stopped Condition :				
		<ul style="list-style-type: none"> a) Check Engine Oil Level which should be slightly less than 'H' mark on Dip Stick (after 20 minutes stop the engine) and top up, as required. b) Check Water Level in Radiator and top up, as required (Secure Radiator Cap after filling). c) Check throttle reverser & selector handles for inter locking and free movement... d) Check the safety clamps & brakets of Turbochargervent pipe. e) Check the oil level of Traction Alternator gear case with threads of bayonet gauge. Top up to the FULL mark, if required. f) Check the rear traction motor blower bells for condition and tension. Replace all the six belts, as a matched set, even if one is defective. g) Check the Fuel Level on Fuel Gauge (it should be at least at 1000 Ltr. mark) Arrest leakage, if found. h) Check the Oil Level of Air Compressor through Gauge Glass (it should be 4/3 of the Gauge Glass). 			
					Signature of Shift-In-Charge

3.	a) <u>Electrical</u> :- i) Make visual Examination of all electric cabinets, main Alternator, Aux, Generator, Traction Motors, Eddy current clutch for Dirt, flash over, over heating and other defects. ii) Check the battery gravity and electrolyte level (Add distilled water, if required).		
	b) <u>Under Gear</u> :- i) Check Brake shoe condition (worn out or broken). Replace the same by new ones. Adjust Brake Shoe (maintain clearance 100 mm. to tween Brake shoe & Wheel Tread). ii) Check Brake Rigging and Brake Holders (any broken or loose) and attend for correction. iii) Check Traction Motor Bellows (if any damage found, report.)		
	c) <u>C. B. Coupling System</u> :-		
	i) Check smooth operation of C. B. Coupler / Transition Coupling and condition of side buffers. ii) Check for loose bolts, missing parts, etc. and rectify defect, in necessary.		

Signature of Shift-In-Charge

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

HALDIA DOCK COMPLEX

PLANT & EQUIPMENT DIVISION

LOCO SECTION

PREVENTIVE MAINTENANCE SCHEDULE –“B”

HIGH POWER, 3100 HP CAPACITY, DIESEL-ELECTRIC, CO-CO TYPE DLW LOCO
(45 RUNNING SHIFT INTERVAL)

LOCO NO.:

DATE:
SHIFT:

Sl. No.	Job Description		Work Done		Remarks
			Yes	No	
1	Engine Performance Check :				
	a)	Check, examine and detect loose, missing, defective parts, if any, of the Engine / Locomotive during performance trial run (Before taking up schedule maintenance work) and also check loco Driver's Log Book for any report. Note down the defects / abnormality / malfunctioning, if any and include in the Maintenance Schedule for correction.			
	b)	Check Fuel Oil level in the Fuel Gauge and arrange for fuelling, if required. Arrest leakage, if found.			
2	Cleaning of Locomotive :				
		Place the Locomotive at cleaning zone and start cleaning of Locomotive, Super Structure, Engine Compartment, Traction Alternator, Panel Filters / Car body Filters, Radiator, Electrical Panel Room and Under Gear Assemblies by compressed air.			
3	Loco maintenance (Mechanical) :-				
	Place the loco at Loco Maintenance Pit inside Loco Shed (by shunting with other locos).				
	a)	Clean primary fuel oil Filter.			
	b)	Clean Car body air intake filters by compressed air.			
	c)	Clean and remove water from Water Separator in Fuel suction line.			
	Signature of Engineer (Loco Maint.)				

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

d)	Clean and remove condensate from compressor Cooler by compressed air.
e)	Check the tension / condition of 'V'- Belts or rear Traction Motor Blower (Replace, if necessary).
f)	Check tightness of Foundation Bolts of Engine, Traction Alternator, Compressor, Exclter, Auxiliary Generator, Traction Motor Blower, Fuel Pump Motor, Lube Pump Motor, Dirt Blower Motors etc.
g)	Check tightness of drive shaft its flexible coupling bolts from Eng. to Comp. & Comp. to Ecc, lubricate flexible coupling, if necessary. Also check vertical Gear Box to Radiator Fan drive cardan shaft and lubricate all the Cross Bearings.
h)	Clean and lubricate external linkage & connections of Engine speed control linkage. Lubricate & check that fuel racks are free to attain full fuel setting.
i)	Check the Front & Rear Traction Motor Blower for any abnormality and lubricate its bearing, if necessary.
j)	Check Bearing Temp. of Traction Motor Suspension taper roller bearing just after operation. Check fightness of its bolts and Grease through its grease nipples.
k)	Check for any leakage through tappet cover joint. Fuel line joint (Replace joint, if necessary)
m)	Drain condensate from main Air Reservoir and Control Air Reservoirs.
n)	Check oil level of Engine Lube Oil, Compressor Oil, Radiator Fan Drive Gear Box, Traction Alternator Gear Box, etc. on Dip Stick or Gauge Glas and top up, as required.
o)	Check Coolant / Water Level in radiator Expansion Tank and top up, as required.
p)	Check Brake Rigging Assemblies for any loose / missing / defective / broken part and replace / correct the defect.
q)	Clean and lubricate the Brake Rigging Assemblies, Equalizer pin assly, for free movement.
r)	Check the condition of bake blocks / Shoes and replace, if found worn out badly.
s)	Check and adjust Brake Shoe for proper functioning of Brake (maintain clearance 10 mm. between Brake Shoe and wheel Tread).
t)	Check Traction Motor Gear case Lubricant Level and top up, as required. Arrest leakage, if found.

Signature of Engineer (Loco Maint.)

u)	Check Central Pivot and side Rubber Loading pad assely, for any damage.
v)	Check Fixing Bolts tightness of all the Axle Boxes Cover, Axle Box side liner Plate- Correct the defects, if found and lubricates side liner plates.
w)	Check the functioning of Centre Buffer Coupler, Transition Coupler and Side Buffer and do the correction, in case of defects. Lubricate the Coupler and Buffer.
x)	Check clean and service check valve for Air Compressor.
y)	Check, clean and service Auto Drain Valve.

4. Loco Maintenance (Electrical):

a)	Check specific gravity of the electrolyte in each of the batteries and also check the cell voltage of each battery. Top up distilled water in each cell, if required. Arrange for battery charging through charger, if required.
b)	Clean and tighten all the terminal connection of Electrical cables, Wires at Junction Boxes and at various types of Contractors, Relays, Switches, etc.
c)	Check and tighten different electrical connection with the Traction Alternator, Auxillary Generator, Exclter, Blower motors, traction motors, Axle generator, reverser, etc. and clean thoroughly by compressed air.
d)	Blow out with dry compressed air and clean brush holders. Check the carbon brushes and replace, if required, the following i) Auxillary Generator, Exclter ii) Traction Alternator, Eddy current clutch iii) Traction motors
e)	Check traction motor bellows and repair, if required.
f)	Check, clean and lubricate operating gear (Throttle Lever & Reversor) for smooth operation.
g)	Check, clean and lubricate the reverser Unit Operating mechanism in Electrical Panel Room.
h)	Check, clean and Tighten the electrical connection of Electrical Control Panel, relay and Switches.
i)	Check and ensure tightness of couplers of MCBG unit.
j)	Check and functioning of all lights, cabin-fans, electro-pneumatic horn etc.

Signature of Engineer(Loco Maint.)

5.	<u>Performance Check on Run :</u>			
	a)	Start the Engine and note down the different readiness on gauges (as per Preventive maintenance Schedule 'A')		
	b)	Note down Alternator output, Engine RPM at no load conditions.		
	c)	Run the locomotive on No-Load in the Shed Line and check the smooth functioning of Forward and Reverse movement, brake power, Head Light and Buffer Lights and horn.		
	d)	Keep the locomotive at Parking Zone and stop the engine. Apply brake.		

Signature of Engineer (Loco Maint.)

SYAMA PRASAD MOOKERJEE PORT, KOLKATA
HALDIA DOCK COMPLEX
PLANT & EQUIPMENT DIVISION
PREVENTIVE MAINTENANCE PLAN –“C”
HIGH POWER, 3100 HP CAPACITY, DIESEL-ELECTRIC, CO-CO TYPE DLW LOCO
(270 RUNNING SHIFT INTERVAL)

LOCO NO.:

DATE:
SHIFT:

Sl. No.	Job Description		Work Done		Remarks
			Yes	No	
1	a)	Engine Performance Check :			
		Check, examine and detect loose, missing, defective parts, if any, of the Engine / Locomotive during performance trial run (Before taking up schedule maintenance work) and also check loco driver's log book for any outstanding report. Note down the defects / abnormality / malfunctioning (if any) and include in the Maintenance Schedule for correction.			
	b)	Check Fuel Oil Level in the Fuel Gauge and arrange for fuelling, if required.			
2		Cleaning of Locomotive :			
	a)	Place the Locomotive at the cleaning zone and start cleaning of the Super Structure, Engine compartment, Traction Generator, car body/ panel filter, radiator, electrical panel room and under gear assemblies by compressed air.			
	b)	Drain the Radiator condensate and flush with fresh water. But even then, If heavy corrosion, scale deposit as well as oil contamination persist, arrange cleaning of radiator with the help of compressed air. Fill the radiator with fresh water up to the neck of Radiator top tank. Ensure trapped air venting. Add coolant additive concentrator as recommended by DLW.			
3		Loco Maintenance (Mechanical) :			
	A)	Engine (Clean Exterior of Engine by wast cloth) :			

Signature of Engineer (Loco Maint.)

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

	i)	Remove and replace Engine lube oil filter elements with gaskets. Drain filter tank thoroughly and top up fresh oil.			
	ii)	Drain crank case Lubricating Oil and fill the crank case with fresh oil, as recommended, between low and high mark on dip stick.			
	iii)	Remove and replace all Fuel Filter Elements and clean fuel magnet filter.			
	iv)	Clean and inspect Fuel Priming pump, Drive coupling & its functioning.			
	v)	Check the Fuel Injectors and their proper functioning and Change, if necessary.			
	vi)	Drain water sludge's from Fuel tank and clean its breather line.			
	vii)	Remove valve lever cover. Check adjusting Nuts and Tubings for tightness and proper lubrication. Also, check for any leakage through cover joint (replace joint, if necessary).			
	viii)	Check the smooth operation of Turbo Charger and its lubrication system and replace Turbo Charger assembly, if found defective.			
	ix)	Check tightness of fuel, water and lubrication lines and arrest external leakage, if any.			
	x)	Check and secure Engine Foundation Bolts.			
	B)	Pneumatics :			
	a)	Compressor :			
	i)	Drain Compressor oil and fill with fresh oil as recommended up to the middle of the gauge glass.			
	ii)	Clean, check & replace, if required, air intake filter elements.			
	iii)	Check Compressor tubing to arrest any leakage, if required.			
	b)	Pneumatic Valves :			
	i)	Check, service / renew straight Air Brake Valve (SA-9) and Vacuum Brake Valve (A-9) for their proper functioning.			

Signature of Engineer (Loco Maint.)

	ii)	Check, service / renew C2 Relay Valve, D-1 Auto Drain Valve, J-type Air Filter, Air Horn Valves, N-1 Reducing Valves, J-1 Safety Valve, HS-4 Control Air Valve, etc.			
	iii)	Dismantle service and re-fit all drain and isolating cocks.			
	iv)	Drain condensate from Main and Auxiliary Reservoir.			
	v)	Check flexible hoses and pneumatic pipe lines and arrest leakage, if any.			
	vi)	Check Exhaust blower dust collector hose & hose clamps.			
	C) Auxilliary Drives and Couplings :				
	i)	Check the tightness of Foundation Bolts of Traction Alternator, Auxilliary Generators, Traction Motor Blowers etc,			
	ii)	Check condition and 'V'-Belt tension of the Auxilliary Drives and replace, if required.			
	iii)	Check tightness of drive shaft and its flexible Coupling Bolts from Engine to Compressor and Comp. to ECC, lubricate flexible coupling, if necessary. Also check vertical Vertical Gear Box to Radiator Fan drive caran shaft and Lubricate all the cross Bearings.			
	iv)	Check condition of oil level of gear housing from Engine to Traction Alternator, replace/top up oil, if required.			
	v)	Check for smooth functioning of Radiator cooling Fans. Lubricate the Radiator cooling Fans and lubricate the Radiator fan drive coupling.			
	vi)	Check Traction Motor Blower Suction and back side bearing assembly and lubricate the same.			
	D) <u>Bogies :</u>				
	a)	Clean and remove clogged oil, dirt, grease, etc. from Bogie Frame and check and service the following :-			
	i)	Check Central Pivot Mounting Bolts for tightness. Remove dirt from Loading Pad Liner and lubricate.			

Signature of Engineer (Loco Maint.)

	b)	Clean, check and lubricate and renew if required, the following :-		
	i)	Wear Plates in Hangers / Hanger Levers.		
	ii)	Wear Plate on Bogie Frame Pads.		
	iii)	Wear Plate on equalizer and guide bracket.		
	iv)	Pins at Hanger Lever and Equalizer.		
	v)	Pins and Bushes at Hanger and Friction Arms.		
	vi)	Pin Supports at Hanger and Equalizer Fulcrum Brackets.		
	vii)	Clevis at Pin Holes and Interlocking Surface.		
	viii)	Brake Heads, Pull Rods and Slack Adjuster.		
	ix)	Replace worn out Brake Shoe and adjust.		
	x)	Check Brake Cylinder functioning and lubricate Piston.		
	xi)	Check Axel Box and Padestal Wearing Surface - Clean and lubricate.		
	xii)	Clean and visually examine the Suspension Spring on Axle. Report if found defective.		
	xiii)	Check Loading Pad on Bogie Frame and lubricate.		
	xiv)	Check Traction Motor Axle Suspension and lubricate.		
	xv)	Check & top up lubricant in Axle Gear Box of Traction Motors.		
	xvi)	Check proper functioning of shock absorber connected between bogie and super structure and Equalizer beam.		
	xvii)	Check proper functioning of Centre Buffer and Transition Coupling and Operating Lever Mechanism. Also check side buffer.		
4	Loco Maintenance (Electrical) :			
	a)	<i>Traction Alternator :</i>		
		Clean exterior of Traction Alternator with a dry cloth. Clean all ventilating ports with dry compressed air. Check and tighten all terminal connection.		
	b)	<i>Traction Alternator Excitor :</i>		
	i)	Clean all ventilating parts with dry compressed air and secured tightness of all terminal connection		
			Signature of Engineer (Loco Maint.)	

c)	Auxiliary Generator :			
	i)	Examine commutator surface after cleaning with Orion-77 /712. Remove loose dust / dirt and burrs from commutator surface, If found.		
	ii)	Clean and examine brush gear/ holder, brush gear spring pressure, carbon brush and replace the carbon brush if required.		
d)	Axle Generator :			
	Remove from Axle, clean dismantle service, reassemble and re-fit on Axle.			
	e)	MEDHA CONTROL CARDS:		
		Clean the card with dry compressed air and secure all terminal connections.		
	f)	Magnetic Pick up (On engine fly wheel ring gear)		
		Clean with Orion-77 /712 and measure the gap which should be 0.5 mm (0.028 to 0.042 inch) through filler gauge.		
	g)	MEDHA MCBG:		
		Check for any damage of rubber bellow provided on the out put shaft of Medha Actuator unit, if so replace the bellow to avoid dust entry. Ensure free movement of Fuel racks, if any racks are found sticky, re-set after lubrication of racks.		
	h) Traction Motor :			
	Disconnect T/ Motor bellow and clean the Armature & Commutator with Orion-77 and check the following:-			
	i)	Remove Brush Holders and clean with Orion-77, inspect the Brush clearance in the Holder, Check spring pressure and replace worn out carbon brushes, if required.		
	ii)	Remove any lose dust/dirt & burrs, if formed on commutator surface.		
	iii)	Check tightness of cable Termination and joints.		
	iv)	Check Traction Motor Air inlet bellows for cracking, tearing/ collapsing – renew if required.		
	i) Reverser :			
	i)	Measure contact pressure, contact gap and over travel on contact fingers.		
	ii)	Clean and remove burrs, if developed on contact fingers.		

Signature of Engineer (Loco Maint.)

	iii)	Check air leaks at the piping / joints and magnet valve with soap solution and arrest leakage.			
	iv)	Check air pressure which should be at least 3.8 Kg/sq.cm.			
	v)	Clean the power fingers and stationary contacts with ORION-712 & remove burrs, if found.			
	j)	Electrical control Apparatus :			
		Clean with Orion-77 /712 and check, service and renew, if required, of the following items :-			
	i)	E.P Contactors.			
	ii)	Cranking contractor CK-1, CK-2 & CK-3.			
	iii)	Magnet Valves			
	iv)	Relay- Braking, engine speed, safety control, wheel slip, grounding etc.			
	v)	Master Controller.			
	vi)	Voltage regulator for batteries.			
	vii)	All MCBs, MCCBs & Toggle Switches and Push Button Switches, Rotary Switches etc.			
	viii)	Check all indication lamps, head light lamps, buffer unit lamps & lamp holders and replace, if required.			
	ix)	Remove the Rectifire cover & Blow clean compressed air at 2 Kg/sq.cm to remove dust ,dirt & soot deposit. Check that all Diodes/ Heatsinks are in proper tighten condition on DC busbars. Do not remove Diodes & Heat sikkn assy.			
	x)	Cabin Fans Carbon Brushes.			
	g)	Batteries :			
	i)	Check specific gravity of the electrolyte in each of the battery and also check the cell voltage of each batteries.			
	ii)	Do battery charging through battery charger , if required.			
5		Performance check on –run after Maintenance work :			
	a)	Start the engine and note down the different readings on gauges (as mentioned in Preventive Maintenance Schedule-'A'.			
	b)	Note down the Alternator out put voltage and Ecitation field voltage at different notch position of Master Controller.			

Signature of Engineer(Loco Maint.)

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

	c)	Run the locomotive on no load in shed line and check the smooth functioning of forward / reverse movement, Brake power , Head light , Buffer light and Horn.			
	d)	Keep the locomotive at Loco Parking Zone .Stop the engine and apply brake.			

Signature of Engineer (Loco Maint.)

Preventive Maintenance Schedule Plan of DLW-1, 2, 3 Locomotives (3100 HP, Co-Co type, Diesel-Electric)

Locomotive	A- Check	B-Check	C-check
DLW-1,2,3	After every 9-Running Shift Interval	After every 45-Running Shift Interval	After every 270-Running Shift Interval

NOTE: 1 Shift equals to Eight (08) Hours.

PRICE SCHEDULE

Sl. No.	Item Description	Unit Rate in Indian Rupees (INR) (excluding GST)	Quantity (in nos.)	Amount In Indian Rupees (INR) (excluding GST)	Remarks
1)	Daily O&M Charge per Locomotive		03 (Three)		NOT TO QUOTE HERE [To be quoted by the bidder in the Price Schedule in the e- platform only].
	(i) 1 st year				
	(ii) 2 nd year				
	(iii) 3 rd year				
	(iv) 4 th year				
	(v) 5 th year				
Total Amount in Indian Rupees (INR) (excluding GST)					

**Signature of the Tenderer
with Official Seal**

NOTE

- Evaluation will be done as per clause no. 5.33.
- Evaluation will be done on the basis of 'Total Amount' in Indian Rupees (INR) including all charges but excluding GST. GST as applicable will be paid extra at actual.
- GST will be paid extra on submission of GST complaint bill mentioning GSTIN of both of the contractor and HDC, SMP, Kolkata.

PRICE SCHEDULE

Sl. No.	Item Description	Unit	Qty.	Applicable GST%		
				SGST	CGST	IGST
1	Daily O&M Charge per Locomotive	Nos.	03			
	(vi) 1 st year					
	(vii) 2 nd year					
	(viii) 3 rd year					
	(ix) 4 th year					
	(x) 5 th year					

**Signature of the Tenderer
with Official Seal**

NOTE

- Evaluation will be done as per clause no. 5.33.
- GST will be paid extra on submission of GST complaint bill mentioning GSTIN of both of the contractor and HDC, SMP, Kolkata.

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

Locomotive Driver Profile

	Name	Age of Locomotive Driver	* Training Particulars		Experience in No. of years	Type of Loco operated	*General Health Certificate	
			Name of organisation from where Loco Driver trained.	Duration of Training			Eye sight	Colour blindness

Note: *Contractor should submit the Training certificate of Locomotive drivers & General Health certificate

ANEXURE- "PRESENT STOCK OF SPARES"

STOCK POSITION OF SPARES OF DLW MAKE LOCOMOTIVES at LOCOSHED, P&E DIVISION

Sl. No.	DESCRIPTON	STOCK AS ON 26.07.21	UNIT RATE (in Rs.)	TOTAL (in Rs.)
1	AIR VALVE PT.NO-10245807	6	1303.91	7823.46
2	AIR & EXHAUST VALVE PT-NO 10244384	6	4295.7	25774.2
3	SPRING A&E PT.NO-10160115	24	258.84	6212.16
4	AIR VALVE SEAT INSERT PT.NO-10249254	12	786.23	9434.76
5	EXHAUST VALUE INSERT - 10249266	12	1125.96	13511.52
6	FUEL INJECTION PUMP 10050693	2	27098.64	54197.28
7	FUEL INJECTION NOZZLE & HOLDER - 10050024	6	10321.34	61928.04
8	ASSY FUEL INJECTION TUBE 3/8"-10051703	6	4146.87	24881.22
9	STEEL CAP PISTON (CR-11.75:1) 10142733	3	64129.28	192387.84
10	PISTON RING SET . FE-10031212	12	3948.42	47381.04
11	MAIN CON.ROD-BOLT & NUT KIT-10031479	12	859.57	10314.84
12	LUBE OIL FILTER ELEMENT.-11440259	14	2714	37996
13	LUBE OIL FILTER ELEMENT (97X197MM)	6	1888	11328
14	LONG LIFE SECONDARY FILTER - 10051740/10052331	36	2537	91332
15	LONG LIFE PRIMARY FILTER - 10051727	14	3068	42952
16	GASKET-10170194	17	118	2006
17	GASKET L.O FILTER -11270287	60	90.59	5435.4
18	CAM SHAFT BUSHING -10150080	36	542.49	19529.64
19	GASKET KIT FOR CYLINDR UPPER-10175817	48	492.87	23657.76

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

Sl. No.	DESCRIPTON	STOCK AS ON 26.07.21	UNIT RATE (in Rs.)	TOTAL (in Rs.)
20	FUEL BOOSTER PUMP & BKT ASSLY-11664289	2	7159.15	14318.3
21	MODIFIED CYLINDER HEAD - 10040195	3	75044.69	225134.07
22	PISTON PIN ASSLY - 10030049	6	13793.49	82760.94
23	L.O.P MODIFIED 10063158	2	288548.45	577096.9
24	CYLINDER LINER FINAL FINISH-10124603	3	25439.06	76317.18
25	M.O.D CAM SHAFT ASSLY-10031285(BG)	2	201498.43	402996.86
26	M.O.D CAM SHAFT ASSLY-10031273(B.G)	2	198604.21	397208.42
27	O.S.T ASSLY- 10050188	2	143873.72	287747.44
28	FUEL PUMP SUPPORT & HEAD LIFTER-10050723	2	95532.4	191064.8
29	ANGLE RELIEF VALVE 2" ANGLE-11061182	2	19204.73	38409.46
30	REGULATING VALVE - 11065060	3	18720.41	56161.23
31	REGULATING VALVE - 11061273	2	19264.09	38528.18
32	VALVE LEVER ASSLY-10040079	6	7080.68	42484.08
33	PLATE HOLDER SPRING -11123291	6	700.65	4203.9
34	SPECIAL COUPLING - 11420066	2	27711.23	55422.46
35	GUIDE AIR & EXHAUST VALVE - 10120385	12	191.97	2303.64
36	CAR BODY FILTER - 11665830	3	61073.86	183221.58
37	SAND WITH MOUNTING- 11270019	6	2253	13518
38	SPRING OUTER - 11410383	3	18381.04	55143.12
39	SPRING INNER- 11410395	3	4737.89	14213.67
40	BREAK SHOE 11663406	286	1226.93	350901.98
41	CRANK CONTROL CONTACTOR-12141100	3	3491.13	10473.39
42	WHEEL SLIP -12242494	3	15073.25	45219.75

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

Sl. No.	DESCRIPTON	STOCK AS ON 26.07.21	UNIT RATE (in Rs.)	TOTAL (in Rs.)
43	TIME DELAY RELAY -12170963	3	22099.75	66299.25
44	CIRCUIT BREAKER- 150AMS- 12319429	4	8850	35400
45	MCB CIRCUIT BREAKER 15 AMPS- 130 VDC, 12319363	7	4012	28084
46	MCB CIRCUIT BREAKER 100 AMPS, 130VDC, 12319387	3	9462	28386
47	MCB CIRCUIT BREAKER 30 AMPS, 130VDC, 12319417	2	4366	8732
48	BEARING CRANK SHAFT- 903902	3	44803.46	134410.38
49	CON ROD WITH CAP-216320	3	8468.43	25405.29
50	BIG SHELL BEARING END-321290	6	327.86	1967.16
51	GUDGEON PIN (LP)-447460	6	1425.79	8554.74
52	GUDGEON PIN (HP)-0046266A	3	1316.86	3950.58
53	PISTON-197DIA (L.P) -4778830	3	9129.58	27388.74
54	PISTON 140DIA (H.P) 477810	3	8176.18	24528.54
55	CYLINDER HEAD - 216100	2	10005.33	20010.66
56	VALVE ONLY INLET - A070072	4	12385.6	49542.4
57	ONLY SUCTION UNLOADER - A070073	2	10909.12	21818.24
58	VALVE ASSLY DISCHARGE A070055	2	3589.28	7178.56
59	SQURE BODY FLUSH AND CONTACT HIGH SPEED FUSE TYPE-2BKN/75 RATED VOLTAGE-1000V,RATED CURRNT-800AMPS	30	7020	210600
60	CARBON BRUSH FOR AUX . GENERATOR AND EXCITER PT.NO 12420542	12	742.56	8910.72
61	CARBON BRUSH FOR TR.ALTERNATOR TA10102EV PT.NO-12420530	16	1829	29264
62	AIR SUCTION FILTER (AIR COMP) 11489121	3	5900	17700
63	IMPELLER WATER PUMP-10" DIA RDSO DRG NO-10124664	1	4720	4720
64	WATER PUMP SEAL DRG NO- 10170844	3	5755.05	17265.15
65	SLINGER (WATER PUMP) DRGNO-10240263	3	641.55	1924.65

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

Sl. No.	DESCRIPTON	STOCK AS ON 26.07.21	UNIT RATE (in Rs.)	TOTAL (in Rs.)
66	SLEEVE IMPELLER WATER PUMP DRGNO-10210866	2	413.4	826.8
67	GASKET COVER SUPPORT - PTNO-10170170	28	16.8	470.4
68	GROMMET F.P SUPPORT COVER - 10170741	10	87.15	871.5
69	CHECK VALVE - 3/4" PT.NO-11376533	1	4553.85	4553.85
70	CUT OUT COCK 1"-111397081	1	2166.15	2166.15
71	CUT OUT COCK BALL TYPE 1"-1/4"-111397093	2	1800.75	3601.5
72	AIR STRAINER - 1/2" - 11440302	2	4030.95	8061.9
73	4" DUPLEX AIR PREASURE GAUGE- 11445476	4	4076.1	16304.4
74	AIR FLOW MEASURING GAUGE-1445506	1	2433.9	2433.9
75	GONG ALARM 75V - 12178019	2	1171.8	2343.6
76	8-LED INDICATER PANEL- 12202095	1	2491.65	2491.65
77	DOME LIGHT SWITCH -12313701	1	176.4	176.4
78	PUSH BUTTON RED-12314869	1	747.6	747.6
79	MUSHROOM HEAD PUSH BUTTON PT.NO 12314870	1	693	693
80	TWIN BEAM H.D LAMP SWITCH 12319752	3	2543.1	7629.3
81	WARNING LIGHT -12365520	1	6801.9	6801.9
82	KEY - 2/8" X 3/8" - 15311090	2	98.7	197.4
83	SEAL PLATE WP MACH - 10120208	6	7402.89	44417.34
84	MODIFIED OIL SEAL WATER PUMP-10175880	4	724.6	2898.4
85	SLEEVE WATER PUMP DRGNO-10212541	3	708	2124
86	AUTO DRAIN VALVE (GM TYPE)- 17390059	2	31034	62068
87	BASE DOOR ASSLY.- 10021255	1	1806	1806
88	PIPE ASSLY- 10063201	2	2164.05	4328.1

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

Sl. No.	DESCRIPTON	STOCK AS ON 26.07.21	UNIT RATE (in Rs.)	TOTAL (in Rs.)
89	HOSE WINDOW WIPER- 11328009	1	1353.45	1353.45
90	HOSE ASSLY- 11329180	1	1273.65	1273.65
91	1 1/4" CHECK VALVE - 11390130	1	4248	4248
92	THREE WAY COCK VALVE (BALL TYPE)- 11390219	4	1429.05	5716.2
93	TACTION MOTOR BLOWER FRONT- 11434466	1	43829.1	43829.1
94	PRESSURE SWITCH RT 5 X72 VOLT, DC OPEN- 11459219	5	5003.25	25016.25
95	PRESSURE SWITCH(P-2) RT-116 X CLOSE- 11459803	2	5003.25	10006.5
96	PRESSURE SWITCH(P-1) RT-116 X CLOSE- 11459815	2	5003.25	10006.5
97	HOSE ASSLY- 11563169	1	784.35	784.35
98	DUST COLLECTOR BLOWER RH- 11665312	1	115355.1	115355.1
99	FLEXIBLE HOSE ASSLY - 10065064	1	5883.15	5883.15
TOTAL VALUE (Rs.)			50,36,458.91	

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

SECTION – IX
BIDDING FORMS

BIDDING FORM – I

MINIMUM ELIGIBILITY CRITERIA

[To be filled up and uploaded, duly signed & stamped]

(I) ANNUAL TURNOVER STATEMENT

The annual turnover of(name of the bidding firm), **for the years 2017-18, 2018-19 and 2019-20**, based on the **Balance Sheets and Profit & Loss Accounts**, are given below:

Financial years	Turnover (as per Auditor's Report / Balance Sheet) [in Rs]
2017-2018	
2018-2019	
2019-2020	
Total	
Average Annual Turnover	

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

Name:

Designation:

Date:

Seal.....

CERTIFIED BY

Name of Chartered Accountant Firm

Registration No. and other details

Name of the Signatory

Signature

Designation

Date.....

COMPANY SEAL

[UDIN of the CA is to be provided]

1. **NOTE:** Copy of Balance Sheets and Profit & Loss Accounts enclosed with sealed & signed.

(II) TECHNICAL EXPERIENCE

Sl. No.	Contract No. / Order No. and date	Name of the Employer and Place of work	Contract value [in Rs.]	Date of completion of work	Page number(s) of reference / supporting document (s), uploaded.

Format for submitting details of Each Similar Work

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

- (i) Full particulars of each similar work carried out by Tenderer.
- (ii) Location of each similar work.
- (iii) Value of each similar work.
- (iv) Stipulated / scheduled and actual completion time for each similar work.
- (v) Name and Addresses of Authorities who awarded the similar work.
- (vi) Name, designation, address, phone no., Mobile No., e-mail id of authorities to whom reference can be made about such similar work.

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

Name:

Designation:

Date:

Seal:.....

BIDDING FORM-II**OTHER DOCUMENTS**

[To be filled up and uploaded, duly signed & stamped]

	Requirement	Submitted/Not submitted [Put √ if submitted & X if not submitted]	Validity/ For the month of
a)			
i)	GST Registration Certificate.	<input type="text"/> If submitted, Page Number(s):	Not applicable.
ii)	Document in support of non-applicability.	<input type="text"/> If submitted, Page Number(s):	Not applicable.
b)			
i)	Profession Tax Clearance Certificate (PTCC) <u>OR</u> Profession Tax Payment Challan (PTPC)	<input type="text"/> If submitted, Page Number(s):	
		<input type="text"/> If submitted, Page Number(s):	
ii)	Document in support of non-applicability.	<input type="text"/> If submitted, Page Number(s):	Not applicable.
c)			
i)	Certificate for allotment of EPF Code No.	<input type="text"/> If submitted, Code No.: Page Number(s):	Not applicable.
ii)	Latest EPF Payment Challan.	<input type="text"/> If submitted, Page Number(s):	
iii)	Document in support of non-applicability.	<input type="text"/> If submitted, Page Number(s):	Not applicable.
d)			
i)	Registration Certificate of ESI Authority.	<input type="text"/> If submitted, Code No.:	Not applicable.

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

		Page Number(s):	
ii)	Affidavit, Declaration and Indemnity Certificate.	<input type="text"/> <p>If submitted, Page Number(s):</p>	Not applicable.
e)	PAN Card	<input type="text"/> <p>If submitted, PAN No.: Page Number(s):</p>	Not applicable.
f)	Certificate from MSME / Micro & Small Enterprises (MSEs) / DIC / SSI / National Small Industries Corporation (NSIC) under single point registration / Aadhar Udyog or any empowered Central / State Govt. authority.	<input type="text"/> <p>If submitted, Page Number(s):</p>	
g)	Power of Attorney	<input type="text"/> <p>If submitted, Page Number(s):</p>	Not applicable.
h)	Integrity Pact	<input type="text"/> <p>If submitted, Page Number(s):</p>	
i)	Trade licence	<input type="text"/> <p>If submitted, Page Number(s):</p>	Not applicable.

BIDDING FORM-III

GENERAL INFORMATION OF THE BIDDER

[To be filled up and uploaded, duly signed & stamped]

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

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

	b)	Address(es) of the Banker(s)	
	c)	Telephone number(s)	
	d)	Facsimile number(s)	
	e)	Electronic mail address	
	f)	Name(s) of the contact person(s)	
7.	Bank details for ECS payment :		
	a)	Bank Account number.	
	b)	Name of the bank.	
	c)	Name of the branch.	
	d)	Address of the branch.	
	e)	RTGS code of the branch.	
	f)	MICR code of the branch.	
8.	Income Tax and Goods & Services Tax (GST) details (if applicable):		
	a)	Permanent Account Number (PAN)	
	b)	GST Registration Number (GSTIN)	
9.	Employees' Provident Fund (EPF) Code No.		
10.	Employees' State Insurance (ESI) Code No.		
11.	Mainlines of business		

BIDDING FORM-IV

FORMAT FOR DECLARATION

[To be printed on the bidder's Letter Head and uploaded after signing]

To,
General Manager (Engg.)
Haldia Dock Complex ;
SMP, Kolkata

Name of Work: “Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

Tender No. SDM(P&E)/T/8/2021-2022

I, the authorized signatory of the (Name of the Company /Firm) do hereby declare / confirm that :

* I / We have not been **debarred, banned** or **delisted** by any Government or Quasi-Government Agencies or Public Sector Undertakings in India.

I / we have not made any **addition / modification / alteration** in the **Bidding Documents** (including Bidding Forms & Contract Forms) hosted in the websites.

The prices have been quoted in the Price Bid, electronically, through the website <https://kopt.enivida.in> only and no direct or indirect mention of the prices has been made by me / us anywhere else in my / our bid.

No extraneous conditions (like “Not Applicable”, conditional rebate, etc.), regarding the Price Bid, have been mentioned anywhere in our bid.

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

- In case the **firm** has been debarred or banned or delisted by any Government or Quasi-Government Agencies or Public Sector Undertaking in India, then the same should be declared properly, after modifying the sentence, suitably.

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

FORM OF TENDER

[To be printed on the bidder's Letter Head and uploaded after signing]

To,
General Manager (Engg.)
Haldia Dock Complex ;
Syama Prasad Mookerjee Port, Kolkata

Name of Work: "Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata".

Tender No. : **SDM(P&E)/T/8/2021-2022**

I/We (Name of the bidder)of
.....(Address of the bidder) Having
examined the site of work, inspected the drawings and read the bidding documents [including
all addenda / corrigenda, issued i.e. {insert Addendum / Corrigendum
/ Extension No(s)}], hereby bid and undertake to execute & complete all the work related to “
Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A)
Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad
Mookerjee Port, Kolkata. ”required to be performed in accordance with the **Technical**
Specification, General Conditions of Contract (GCC), Special Conditions of Contract
(SCC), etc., at the **rates & prices** quoted in the **Price Bid** [*submitted electronically, through the*
website <https://kopt.enivida.in>], withinmonth from the date of order to commence
the work , in the event of our bid being accepted.

I/we also undertake to enter into a **Contract Agreement** in the form hereto annexed [**Section XI**]
with such alterations or additions thereto, which may be necessary to give effect to the acceptance
of the bid and incorporating such **Technical Specification, General Conditions of Contract**
(GCC), Special Conditions of Contract (SCC), etc. and I/we hereby agree that until such
contract agreement is executed, the said **Technical Specification, General Conditions of**
Contract (GCC), Special Conditions of Contract (SCC), etc. and the bid, together with the
acceptance thereof in writing, by or on behalf of the Employer, shall be the contract.

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

I / We have deposited **Bid Securing Declaration as per attached format attached as**
Annexure-B in lieu of EMD.

I/We agree that the period for which the bid shall remain open for acceptance, shall not be less
than **180 Days**, from the last date of submission of bid.

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for
a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

(Signature of authorised person of the bidder)

WITNESS:

Signature:

Name : _____

Name:

(In Block Letters)

Designation : _____

Address:

Date : _____

Occupation:

(Office Seal)

Bid Security Declaration Format
(To be filled on Bidders Letter Head)

E-Tender No. SDM (P&E)/T/8/2021-2022.

To,
General Manager (Engg.)
Haldia Dock Complex;
Syama Prasad Mookerjee Port, Kolkata

I/We, the undersigned, declare that :

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of three years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
 - (i) fail or refuse to execute the contract, if required, or
 - (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

- (i) the receipt of your notification of the name of the successful Bidder; or
- (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

Name: (insert complete name of person signing the Bid Securing Declaration)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal:

BIDDING FORM-VI

Integrity Pact

Between

Kolkata Port Trust (SMP Kolkata) 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 compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

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

NOW, THEREFORE,

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

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

Section 1 – Commitments of the Principal/ Employer.

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

- 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 contract, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principles, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annex-A.
- e. The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2). The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or

credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as considered appropriate.

Section 4-Compensation for damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to 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 Undertaking / Enterprise in India, Major Ports/ Govt. Departments of India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as considered appropriate.

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

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal, will enter into agreements with identical conditions as this one with all Bidders, Contractors and Sub-contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7- Other Legal actions against violating Bidder(s)/ Contractor(s)/ Sub Contractor(s)

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

Section 8 – Role of Independent External Monitor (IEM):

- (a) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- (b) The Monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Kolkata Port Trust.
- (e) The BIDDER/ CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER/ CONTRACTOR. The BIDDER/ CONTRACTOR will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation, if any. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/ Sub-contractor(s) with confidentiality.
- (f) The Principal/ Employer will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.
- (g) The Monitor will submit a written report to the designated Authority of Principal/ Employer/ Chief Vigilance Officer of Kolkata Port Trust within 8 to 10 weeks from the date of reference or intimation to him by the Principal/ Employer/ Bidder/ Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER/ CONTRACTOR can approach the Independent External Monitor (s) appointed for the purposes of this Pact.
- (h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the relevant IPC/PCA, and the Principal/ Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (j) The word 'Monitor' would include both singular and plural.

Section 9 – Facilitation of Investigation:

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

Section 10 – Pact Duration:

The pact beings with when both parties have legally signed it and will extend upto 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, SMP 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 or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor).

(Office Seal)

(Office Seal)

Place :

Date :

Witness 1:

(Name & Address)

.....

.....

Witness 2:

(Name & Address)

.....

.....

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.1 There shall be compulsory registration of Indian agents of Foreign suppliers for all Tenders. An agent who is not registered with SMP Kolkata shall apply for registration in the prescribed Application-Form.
- 1.2 Registered agents will file an authenticated Photostat copy (duly attested by a Notary Public)/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/salary/retainer ship being paid by the principal to the agent before the placement of order by SMP Kolkata.
- 1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/REPRESENTATIVES IN INDIA. IF ANY.

- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
 - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it is to be conformed whether it is real substantial Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/remuneration if any, payable to his agents/ representatives in India, is to be paid by SMP Kolkata in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

- 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents /representatives.
- 2.2.2 The amount of commission/remuneration included in the price(s) quoted by the Tenderer for himself.
- 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remunerations, if any, reserved for the Tenderer in the quoted price(s), is to be paid by SMP Kolkata in India in equivalent Indian Rupees.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

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

SECTION - X

CHECKLIST

Before scanning and upload the following required documents, all pages are to be signed by a person duly authorised to sign on behalf of the bidder, and are to be embossed with their official seal, owing responsibility for their correctness / authenticity. All pages of the aforesaid documents should be serially marked.

*The offered prices would be given in the “**Price Bid (Part-II)**” electronically, through the website of **E-NIVIDA** only.*

Sl. No.	Particulars	Submitted/ Not submitted [Put √ if submitted and <u>put X if not submitted</u>]	If submitted, <u>page numbers</u>
1.	Filled up checklist.	<input type="checkbox"/>	<input type="checkbox"/>
2.	Proof of Bid Document Fee.	<input type="checkbox"/>	<input type="checkbox"/>
3.	Poof of Bid Security Declaration, as per Annexure-B.	<input type="checkbox"/>	<input type="checkbox"/>
4.	Certificate from MSME / Micro & Small Enterprises (MSEs) / DIC / SSI / National Small Industries Corporation (NSIC) under single point registration / Aadhar Udyog or any empowered Central / State Govt. Authority for exemption of Bid Document Fee.	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
5.	Bidding Forms		
	i) Bidding Form – I	<input type="checkbox"/>	<input type="checkbox"/>
	ii) Bidding Form - II	<input type="checkbox"/>	<input type="checkbox"/>

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

Sl. No.	Particulars		Submitted/ Not submitted [Put √ if submitted and <u>put X if not submitted</u>]			If submitted, <u>page numbers</u>		
	iii)	Bidding Form – III						
	iv)	Bidding Form - IV						
	v)	Bidding Form – V						
	vi)	Annexure-B						
	vii)	Bidding Form - VI						

SECTION – XI
CONTRACT FORMS

FORM OF AGREEMENT

(To be submitted on Non- Stamp Paper of worth not less than INR 50.00)

CONTRACT NO. : GM(E)/...../ /AGMT/...../.....

TENDER REFERENCE:

Tender No. SDM(P&E)/T/8/2021-2022

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata. ”

ORDER REFERENCE: / /O-... dated

**This agreement made this day of, Two thousand,
BETWEEN**

The Board of Trustees for the Port of Kolkata, a body corporate -- constituted by the Major Port Trust Act, 1963 (hereinafter called the ‘**Trustees**’, which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part
AND

..... (hereinafter called the ‘**Contractor**’, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part

[Together hereinafter the ‘**Parties**’]

WHEREAS

The Trustees are desirous that certain works should be executed by the Contractor, viz. **“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”** and have accepted a Bid / offer by the Contractor for execution, completion and maintenance of such works, including remedying any defects therein, during the Defect Liability Period.

NOW THIS AGREEMENT WITNESSETH as follows:

In this agreement words expressions shall

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in **Conditions of Contract** hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

of this agreement :

- a) The said bid / offer.
 - b) The Letter of Acceptance of the bid /offer [vide Order No./...../O-... dated]
 - c) The Conditions of Contract and **Technical Specification** [all terms and conditions of Tender No. SDM(P&E)/T/8/2021-2022].
 - d) Addenda [Please insert Addenda Nos.]
 - e) “Price Comparative Statement”, showing the prices quoted (electronically, through the website <https://kopt.enivida.in>) by the Successful Bidder, in the Price Bid.
 - f) All correspondence, by which the contract is added, amended, varied or modified, in any way, by mutual consent.
3. In Consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Trustees to execute, complete & maintain the work, including remedy any defects therein (during the Defect Liability Period”), in conformity with the provisions of the Contract, in all respects.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

The parties hereunto affixed their respective Common Seals (or have hereunto set their respective hands and seals).

For and on behalf of

For and on behalf of

HALDIA DOCK COMPLEX
SYAMA PRASAD MPPKERJEE PORT,
KOLKATA

(CONTRACTOR)

SEAL

(**TRUSTEES**)

SEAL

In presence of

In presence of

INDEMNITY BOND

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

Reference:

Order No.:/...../...../O-... dated For “**Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata.**”

**Senior Deputy Manager (P&E),
Haldia Dock Complex ;
Operational Administrative Building (1st Floor) ;
Chiranjibpur, P.O.Haldia ;
Dist. Purba Medinipur ,
West Bengal, India
PIN : -721 604**

This deed of **Indemnity Bond** made on by Having their office at (hereinafter called “the **Contractor**”).

Whereas the General Manager (Engineering), **Haldia Dock Complex, SMP, Kolkata** , Dist.: Purba Medinipur, West Bengal (hereinafter call “the **Engineer**”) has placed an order, bearing no. /...../O-... dated And some materials, spare parts, components, sub-assemblies, etc. are required to be taken **outside** of **Haldia Dock Complex** premises for some specialized servicing, repairing, overhauling, etc. or **fault diagnosis & remedial measures** by the Contractor, as per the terms & conditions mentioned in the said order, and which have been mutually agreed upon by the parties hereto,

AND

Whereas in consideration of the said contract, the Contractor has agreed to execute an **Indemnity Bond** for the safe custody on receipt of the said materials, spare parts, components, sub-assemblies, etc., from the **Engineer** until the **completion of servicing / overhauling / repairing / remedial work** and returning back to the Engineer as hereinafter appearing.

Now this deed witnessed that in pursuance of the said agreement and in the premises, the Contractor agrees to indemnify Engineer and at all the terms, to hold themselves liable for all the **damages, loss** due to **pilferage / fire** or negligence on the part of the Contractor or their employees, agents and representatives or from whatever cause, with all losses, interest charges and expenses incurred by the said Engineer on account of the material(s) issued to the Contractor,

AND

It is in terms of the said contract and this **Deed of Indemnity**, the material(s) issued free to the Contractor for servicing / overhauling / repairing / **fault diagnosis & remedial work**, thereon shall be deemed to be the **property of the Engineer**.

“**Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata**”.

It is hereby agreed that the Contractor shall be liable for all injury, losses and damages that may be caused to the, from whatever cause and further that the Contractor shall not part with or delivery possession of the said material(s) to any other party or person, save in compliance with and in performance & provision of contract in respect of which this **Indemnity Bond** is executed, the Contractor having undertaken to delivery the said material (s) in all respect in compliance with the terms of the contract.

This bond and the trust hereby created shall remain valid and binding on the Contractor till such time as the above said order has been fully and finally executed and Contractor has delivered the complete thereon to the Engineer under the terms of the contract.

For and on behalf of (name of the Contractor), under the common seal of the company.

WITNESS

(Signature of the authorised person on behalf of the Contractor)

(Signature)

Name :

Name :

Designation

Designation

Signed in my presence and identified by me

BANK GUARANTEE FOR PERFORMANCE GUARANTEE

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

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

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

Name of Issuing Bank.....

Name of Branch.....

Address.....

In consideration of the **Board of Trustees for the Port of Kolkata**, a body corporate – duly constituted under the Major Port Trusts Act, 1963 (Act 38 of 1963), (hereinafter referred to as “**The Trustees**”) having awarded to Shri / Messrs , a Proprietary/ Partnership/Limited / Registered Company, having its Registered Office at (hereinafter referred to as “**The Contractor**”, which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), a **CONTRACT** by issue of Trustees’ Work Order No. //...../O-..... dated For “**Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata**” and the same having been unequivocally accepted by the Contractor resulting in a **CONTRACT** bearing No. **GM (E)/ / /AGMT/...../.....** and the Contractor having agreed to provide a **BANK GUARANTEE** from a Nationalized / Scheduled Bank of India, in prescribed format for **Rs. (Indian Rupees)** only, for the faithful and satisfactory performance of the entire contract .

We, Branch, Kolkata/Haldia, do, on the advice of the Contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of **Rs (Indian Rupees)** only. We, Branch, Kolkata/Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, we, Branch, Kolkata/Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker’s Cheque drawn in favour of “Kolkata Port Trust”, without any demur. Even if there be any dispute between the Contractor and the Trustees, this would be no ground for us, (Name of Bank), Branch, Kolkata/Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that we, Branch, Kolkata..... /Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid, shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the Contractor.

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

2. We, ' Branch, Kolkata /Haldia, further agree that a mere demand by the Trustees at any time and in the manner aforesaid, is sufficient for us, Branch, Kolkata /Haldia, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the Contractor and no protest by the Contractor, made either directly or indirectly or through court, can be valid ground for us, Branch, Kolkata /Haldia, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.
3. We,.... .. Branch, Kolkata /Haldia, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the Contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract, have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the Contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive ofday of.....and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto.....or any extension thereof made by us, Branch, Kolkata..... /Haldia, in further extending the said validity period of this Bank Guarantee on Non-judicial Stamp Paper of appropriate value, as required / determined by the Trustees, only on a written request by the Trustees to the Contractor for such extension of validity of this Bank Guarantee.
4. We, Branch, Kolkata /Haldia, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said contract or to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the Contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the Contractor and to forebear or enforce any of terms and conditions relating to the said contract and We,..... . .. Branch, Kolkata... .. /Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractor or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the Contractor or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us, Branch, Kolkata /Haldia.
5. We, Branch, Kolkata /Haldia do also agree that the Trustees at their option shall be entitled to enforce this Guarantee against us Branch, Kolkata /Haldia as principal debtor in the first instance without producing against the Contractor and notwithstanding any security or other guarantee that the Trustees may have in relation to the Contractor's liabilities.
6. We,..... Branch, Kolkata... .. /Haldia, lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the Trustees in writing.

SIGNATURE... ..

NAME.....

DESIGNATION.....

(Duly constituted attorney for and on behalf of)

BANK.,

BRANCH... ..

KOLKATA... .. /HALDIA

(OFFICIAL SEAL OF THE BANK)

HDC, SMP, Kolkata

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

(On official Letterhead)

Ref. No.....

Date

General Manager (Engineering),
Haldia Dock Complex ,
Syama Prasad Mookerjee Port, Kolkata
Jawahar Tower Complex ;
P.O.: Haldia Township;
Dist.: Purba Medinipur ;
PIN: –721607
West Bengal, India.

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 with all the terms and conditions contained therein.

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(s):

ANNEXURE-D

No.P-45021/112/2020-PP (BE-II) (E-43780)
Government of India Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Udyog Bhawan, New Delhi

Dated October 14, 2020

OFFICE MEMORANDUM

Subject: Revised format for registration of bidders from countries sharing land border with India—
regarding.

The undersigned is directed to inform that the format of application for seeking registration for bidders having beneficial ownership in countries which share land border with India in accordance with Department of Expenditure Order no. F. No. 6/18/2019-PPD dated 23.07.2020 has been revised. A copy of the revised format is enclosed herewith. Accordingly, applicants are informed that henceforth the registration application are required to be submitted in updated revised format to the Office of Joint Secretary (MKN), DPIIT, Room No. 236A, Udyog Bhawan, New Delhi in ten hard copies. The pdf copy of the same may also be emailed at dpiit.144@gov.in.

2. The applications already received in this Department, as per earlier prescribed format, are under process and are not required to be submitted again.

3. This issues with the approval of competent authority.

Encl: As above


(D.V.S.P. Varma)

Under Secretary to Govt. of
India
E-
mail:dvsp.varma@nic.in

To

1. All Ministries/Departments
2. All IndustryAssociations
3. DPIIT Website/ CPP Portal/ GeM Portal

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

Covering Letter Format

To
The Office of JS (MKN)
Chairman Registration Committee
Room No. 236A, UdyogBhawan, New Delhi

Subject: Application for registration of bidders having beneficial ownership in countries which share land border with India in accordance with Department of Expenditure Order no. F. No. 6/18/2019-PPD dated 23.07.2020 - regarding.

We, M/s _____ (Name of the Bidder), hereby submit an application for registration of our Company in accordance with Department of Expenditure Order No. F. No. 6/18/2019-PPD dated 23.07.2020 through its authorized signatory consisting of following documents:

- i. The Covering letter
 - ii. Letter of authority in favor of signatory.
 - iii. Details of Bidder as per Appendix "A".
 - iv. Details of Manufacturer/ Service provider/ Contractor, if different from bidder, as per Appendix "B".
 - v. Details of item (goods/ services / works) for which registration is being sought as per Appendix "C".
 - vi. Details of Bidder for security clearance as per Appendix "D".
 - vii. Details of Manufacturer/ Service provider/ Contractor, if different from bidder, for security clearance as per Appendix "E".
2. We confirm that the application complete in all respects, and duly signed by authorized signatory on all pages, is being submitted in ten hard copies. We also confirm that a soft copy in pdf format has been emailed to dpiit.144@gov.in. We understand that incomplete application will not be processed and summarily ignored.
3. We also confirm that we, M/s _____ (Name of the Bidder), and M/s (Name of Manufacturer/ Service provider/ Contractor, if different from bidder) are not currently debarred/blacklisted/banned by any Government entity in India.
4. We also confirm that signatory of this letter & application form is the authorized signatory of the _____ (Name of the Bidder). A copy of authorization letter is enclosed.
5. We understand that the registration granted by the Registration Committee shall be only for the purpose of bid participation under Rule 144(xi) of General Financial Rules, 2017. We also understand that validity period of Registration shall be 3 years from date of issue of registration letter. However, in case of appointment of new Director(s)/ new shareholders with more than 10% shares/ change in controlling ownership interest or control through other means, the registration shall automatically stand annulled.

(Name and Signature of authorized signatory of bidder
along with telephone number and email Id)

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

Appendix - A**Bidder's details for registration under Rule 144(xi) of GFR**

1.	Name of Bidder - as defined in the Department of Expenditure Order (Public Procurement No. 1) issued vide No.F.No.6/18/2019-PPD dated 23rd July, 2020	
2.	Type of business entity (Natural Person/ Private Limited Company/ Public Limited Company/ Sole Proprietorship/One Person Company/ Partnership firm/ Limited Liability Partnership/ Joint Venture/ Trust/ NGO/or any other type of entity) In case of incorporated entity - to attach certificate of incorporation.	
3.	Complete address of the Registered Office with contact person name, telephone number and email Id.	
4.	Whether registration is being sought as Manufacturer/ service provider/ contractor for supply of goods/ services / works or As an agent/reseller/distributor/member of consortium/ Branch Office/ Office Controlled by bidder/any subsidy of any artificial juridical person/ any other type of category) Bidder to give details in which category – registration is being sought.	
5.	In case bidder is seeking registration as manufacturer, complete address of the manufacturing premises with name, telephone number and email Id of contact person.	
6.	In case bidder is seeking registration as service provider/ contractor, complete address of the premises from where services are provided may be given with name, telephone number and email Id of contact person.	
7.	In case registration is being sought as an agent/reseller/distributor/Office controlled by bidder/ any other subsidy of any artificial juridical person /any other category other than manufacturers, service provider and contractor of above -the details of manufacturer/ service provider/ contractor may be furnished in Appendix-B .	
8.	The details of items (goods/ services / works) for which registration is sought as per Appendix- C .	

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

9. **Financial details# of the bidder in INR/ US Dollar** for last five financial years in the following format, duly certified by practicing Chartered Accountant (CA) in India:

Financial year (FY)	Net Sales turnover during the FY	Net Profit during the FY	Net worth at the end of the FY

Refer foot notes at the end of Appendix.

10. **Beneficial owners# of the bidder**, as defined in the Department of Expenditure Order (Public Procurement No. 1) issued vide No. F.No.6/18/2019-PPD dated 23rd July, 2020, in the following format, duly certified by practicing Chartered Accountant (CA) in India:

Beneficial owner details				
Name of the beneficial owner	% beneficial ownership	artificial juridical person/ entity	legal/artificial juridical person/ entity	details of such entities may be furnished and so on.

Refer foot notes at the end of Appendix.

Note:

1. The terminology "Works" in the entire document means "Works including turnkey works/ projects". Similarly, the terminology "Services" means "Consultancy as well as non- consultancy services".
2. Details of all beneficial owners having ownership more than that prescribed in Para 9 of Department of Expenditure Order (Public Procurement No. 1) issued vide No. F.No.6/18/2019-PPD dated 23rd July, 2020 are to be furnished.
3. In case beneficial owner is legal/ artificial juridical person/ entity, beneficial ownership details of such entities to the last natural person are to be furnished.
4. The details at serial number "9" and "10" should be on Chartered Accountant's letterhead indicating name, membership number and UDIN number.

Appendix - B

Manufacturer/ Service provider/ Contractor details for registration under Rule 144(xi) of GFR

(Note: The Appendix-B is to be filled up only in case Manufacturer/ Service provider/ Contractor is other not bidder, whose details have already been provided in Appendix -A)

1.	Name of manufacturer/ service provider/ contractor	
2.	Type of business entity (Natural Person/ Private Limited Company/ Public Limited Company/ Sole Proprietorship/ One Person Company/ Partnership firm/ Limited Liability Partnership/ Joint Venture/ Trust/ NGO/or any other type of entity) In case of incorporated entity - to attach certificate of incorporation.	
3.	Complete address of the Registered Office of manufacturer/ service provider/ contractor with contact person name, telephone number and email Id.	
4.	In case of manufacturer, complete address of the manufacturing premises with name, telephone number and email Id of contact person.	
5.	In case of service provider/ contractor, complete address of the premises from where services are provided may be given with name, telephone number and email Id of contact person.	
6.	Manufacturer/ service provider/ contractor's agreement with the bidder to seek registration under Rule 144(xi) of GFR and participate in public procurement in India, if any. Copy to be attached with the application.	

7. Financial details# of the manufacturer/ Service provider/ Contractor in INR/ US Dollar for last five financial years in the following format, duly certified by practicing Chartered Accountant (CA) in India:

Financial year (FY)	Net Sales turnover during the FY	Net Profit during the FY	Net worth at the end of the FY

Refer foot notes at the end of Appendix.

8. Beneficial owners# of the Manufacturer/ Service provider/ Contractor, as defined in the Department of Expenditure Order (Public Procurement No. 1) issued vide No. F.No.6/18/2019-PPD dated 23rd July, 2020, in the following format, duly certified by practicing Chartered Accountant (CA) in India:

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

Beneficial owner details				
Name of the beneficial owner	% beneficial ownership	Natural person or legal/ artificial juridical person/ entity	Country of Citizenship / Country of incorporation of legal/ artificial juridical person/ entity.	In case of legal/artificial juridical person/ entity, beneficial ownership details of such entities may be furnished and so on.

Refer foot notes at the end of Appendix.

Note:

1. The terminology “Works” in the entire document means “Works including turnkey works/ projects”. Similarly, the terminology “Services” means “Consultancy as well as non- consultancy services”.
2. Details of all beneficial owners having ownership more than that prescribed in Para 9 of Department of Expenditure Order (Public Procurement No. 1) issued vide No. F.No.6/18/2019-PPD dated 23rd July, 2020 are to be furnished.
3. In case beneficial owner is legal/ artificial juridical person/ entity, beneficial ownership details of such entities to the last natural person are to be furnished.
4. The details at serial number “7” and “8” should be on Chartered Accountant’s letterhead indicating name, membership number and UDIN number.

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

Appendix – C

Details of items (goods/ services / works) for which registration is sought

1.	Description of items (goods/ services / works) for which registration is being sought.	
2.	Broad technical specification parameters/ details of items	
3.	Annual Capacity of bidder for each of the goods/ services / works for which registration is being sought.	
4.	Major public procuring entities in India for these items	

5. Details of contracts# received by the bidder in last 05 years from public procuring entities in India in the following format, duly certified by practicing Chartered Accountant (CA) in India:

Sr. No.	Description of goods/ services / works with broad technical parameters	Procuring entity details – Name and complete address of the Organization.	Purchase Order No., date, Qty and value	Status of the Order – Executed successfully/ under execution/ cancelled

Refer foot notes at the end of Appendix.

6. Details of contracts# received by the bidder in last 05 years from private procuring entities in India in the following format, duly certified by practicing Chartered Accountant (CA) in India:

Sr. No.	Description of goods/ services / works with broad technical parameters	Procuring entity details – Name and complete address of the Organization.	Purchase Order No., date, Qty and value	Status of the Order – Executed successfully/ under execution/ cancelled

Refer foot notes at the end of Appendix.

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

7. Details of outsourced components/goods and subcontracted works and services proposed to be used in execution of contract may be provided in the format given below:

Sr. No.	Details of outsourced components/ goods and subcontracted Works and services	Major technical parameters	Manufactured by /Subcontracted to	Country of Origin

Note:

1. The details at serial number “5” and “6” above are required to be furnished only for those goods/ services / works for which registration is being sought and for the same Manufacturer/ Service provider/ Contractor, whose details have been furnished in Appendix-B, if bidder is not Manufacturer/ Service provider/ Contractor. In case of large number of contracts, the details may be restricted to 20 (twenty) high value contracts.
2. The details at serial number “7” above are required to be furnished only for top 20 high value outsourced components/goods and subcontracted works and services.
3. Bidder can seek registration for multiple items in an application by providing requisite details for each of the item for which registration is being sought.
4. The details at serial number “5” and “6” should be on Chartered Accountant’s letterhead indicating name, membership number and UDIN number.



Details of bidder for security clearance**I. Details in respect of bidding company/person:**

SI No.	Name of company/person	Type of Company (Pvt. Ltd. /Pub. Ltd. /Sole Proprietorship/one person company/ partnership/ LLP/JV/Trust/ NGO etc.)	Country of registration in case of company/ nationality (if holding multiple nationality, all must be mentioned) in case of person	Registration number with date in case of company/pass port nos. and issue date in case of person	Registered office address and correspondence address in case of company/ Contact Address in case of person	Previous Name of the Company, if any	Details of earlier registration, if any (ref no. & date)

II. Details of beneficial ownership of entity:

SI No.	Name of company/individual which/who are the beneficial owner of bidding company	Country of registration, registration number with date in case beneficial owner is a company/nationality, passport number and issue date (if holding multiple nationality, all must be mentioned)in case beneficial owner is an individual	Registered office address and correspondence address in case of company/Contact Address in case of person	Details of intermediary company(s)/ persons between bidder company or person and beneficial owner company /individual	Enclose a chart depicting the link between bidding company/person and the beneficial company/owners along with details such as address, parentage, passport details (in case of individuals) or company registration details (in case of companies)

III. Details in respect of Directors of bidding Company:

SI No.	Full Name of Board of Directors	Present position held with date (since when)	Date of birth	Percentage name of father/mother)	Present & Permanent Address	Nationality (if holding multiple nationality, all must be mentioned)	Passport Nos. and issue date, if any.	Contact Address & telephone number

IV. Details of shareholders of bidding company (all companies/entities/individuals with more than 10% shares or having controlling ownership interest or exercising control through means in case of less than 10% shares):

SI No.	Full Name of individual / company	Parentage (name of father/mother) in case of individuals and registration number in case of companies	Permanent address /present address in case of individuals, and registered and correspondence address in case of companies	Present position held, if any, in the applicant company	Nationality , in case of individual (if holding multiple nationality, all must be mentioned) /country of registration , in case of company	Passport Nos. and date of issue, if any (date of birth, in case passport is not available) for individuals	% of shares held in the company

‘Operation and Maintenance of 5 (Five) nos. DEW make 5100 HP (Model: WDG5A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata’.

- V. **Details of tender(s) and specific goods/services/works proposed to be supplied:**
- VI. **Reasons for seeking registration with Registration Committee of DPIIT:** A brief note to be attached
- VII. **Details of nature of activities undertaken by bidding company/person:** A brief note to be attached
- VIII. **Details of nature of activities undertaken by beneficial owner of bidding company/person:** A brief note to be attached
- IX. Details of criminal cases, if any, against the bidding company, its director(s) or person as per annexure

Annexure to Appendix – D

Self-Declaration for bidding company and its director(s)/owners or person

- a. Name & address and registration number of the Company:
- b. Name and address of owners (in case of proprietorship firm)/directors of the company/person :
 1. _____
 2. _____
 3. _____
 4. _____
- c. Are the company owners (in case of proprietorship firm)/directors/person listed above, are the subject of any?
 1. Preventive detention proceedings under Public Safety Act/National Security Act etc. : Yes/No
 2. Criminal Investigation in which charge sheet has been filed: Yes/No
- d. If, Yes, please provide following details
 1. Case/FIR number :
 2. Detention/warrant number, if any :
 3. Police Station/district/agency:
 4. Sections of law under which cases has/have been filed :
 5. Name and place of the court:
- e. The above mentioned details are in respect of both India and any other foreign country.

(Signature)

Note: The above self-declaration is required to be filled and signed by the authorized signatory of the Company.

Appendix - E

Details of Manufacturer/Service Provider/Contractor for security clearance

(Note: The Appendix-E is to be filled up only in case Manufacturer/ Service provider/ Contractor is other not bidder, whose details have already been provided in Appendix -D)

I. Details in respect of Manufacturer/Service provider/Contractor:

SI No.	Name of company/ person	Type of Company (Pvt. Ltd. /Pub. Ltd. /Sole Proprietorship/ one person company/ Partnership/LLP /JV/ Trust/NGO etc.)	Country of registration in case of company/ nationality (if holding multiple nationality, all must be mentioned) in case of person	Registration number with date in case of company/passport nos. and issue date in case of person	Registered office address and correspondence address in case of company/ Contact Address in case of person	Previous Name of the Company, if any	Details of earlier registration, if any (ref no. & date)

II. Details of beneficial ownership of Manufacturer/Service provider/Contractor:

SI No.	Name of company/individual which/who are the beneficial owner of bidding company	Country of registration, registration number with date in case beneficial owner is a company/nationality, passport number and issue date (if holding multiple nationality, all must be mentioned) in case beneficial owner is an individual	Registered office address and correspondence address in case of company/Contact Address in case of person	Details of intermediary company(s)/persons between bidder company or person and beneficial owner company/individual	Enclose a chart depicting the link between manufacturing company/ person or service provider or contractor and the beneficial company /owners along with details such as address, parentage, passport details (in case of individuals) or company registration details (in case of companies)

III. Details in respect of Directors of Manufacturing Entity/Individuals/Service Provider/Contractor:

SI No.	Full Name of Board of Directors	Present position held with date (since when)	Date of birth	Percentage (name of father/mother)	Present & Permanent Address	Nationality (if holding multiple nationality, all must be mentioned)	Passport Nos. and issue date, if any.	Contact Address & telephone number

IV. Details of shareholders of Manufacturer/Service provider/Contractor (all companies/entities/individuals with more than 10% shares or having controlling ownership interest or exercising control through means in case of less than 10% shares):

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

Sl. No.	Full Name of individual /company	Parentage (name of father/mother) in case of individuals and registration number in case of companies	Permanent address /present address in case of individuals, and registered and correspondence address in case of companies	Present position held, if any, in the applicant company	Nationality, in case of individual (if holding multiple nationality, all must be mentioned)/country of registration, in case of company	Passport Nos. and date of issue, if any (date of birth, in case passport is not available) for individuals	% of shares held in the company

- V. **Details of tender(s) and specific goods/services/works proposed to be supplied:**
- VI. **Reasons for seeking registration with Registration Committee of DPIIT:** A brief note to be attached
- VII. **Details of nature of activities undertaken by bidding company/person:** A brief note to be attached
- VIII. **Details of nature of activities undertaken by beneficial owner of bidding company/person:** A brief note to be attached
- IX. Details of criminal cases, if any, against the bidding company, its director(s) or person as per annexure

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

Annexure to Appendix – E

Self-Declaration for manufacturer/service provider/contractor and its director(s)/owners or person

- a. Name & address and registration number of the Company :
- b. Name and address of owners (in case of proprietorship firm)/directors of the company/person :
- _____
 - _____
 - _____
 - _____
- c. Are the company owners (in case of proprietorship firm)/directors/person listed above, are the subject of any?
- Preventive detention proceedings under Public Safety Act/National Security Act etc. : Yes/No
 - Criminal Investigation in which charge sheet has been filed: Yes/No
- d. If, Yes, please provide following details
- Case/FIR number :
 - Detention/warrant number, if any :
 - Police Station/district/agency:
 - Sections of law under which cases has/have been filed :
 - Name and place of the court:
- e. The above mentioned details are in respect of both India and any other foreign country.

(Signature)

Note: The above self-declaration is required to be filled and signed by the authorized signatory of the Company.

Syama Prasad Mookerjee Port, Kolkata

Haldia Dock Complex

CERTIFICATE OF COMPLETION OF WORK

(FORM G.C-1)

Contractor : _____

Address : _____

Date of completion : _____

Dear Sir,

Subject : “Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

Reference : i) **Work Order No.:**/...../...../O-... dated
ii) **Contract No./ Agreement No. :**/...../...../ AGMT /
...../

This is to certify that the above work which was carried out by you is, in the opinion of the undersigned, complete in every respect on the _____ day of _____ 20____, in accordance with terms of the contract and you are required to maintain the work in accordance with **Clause No. 62** of the General Conditions of Contract and under provisions of the contract.

(Signature of the Engineer/Engineer's Representative)

Name:

Designation:

Date:

(OFFICIAL SEAL)

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

Syama Prasad Mookerjee Port, Kolkata
Haldia Dock Complex
CERTIFICATE OF FINAL COMPLETION

FORM G.C-2

**General Manager (Finance),
Haldia Dock Complex (HDC),
Syama Prasad Mookerjee Port, Kolkata
Jawahar Tower Complex,
P.O: Haldia Township,
Dist.: Purba Medinipur,
PIN – 721 607,
West Bengal, India.**

Subject : “Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

Reference : i) **Work Order No.:**/...../...../O-... dated
ii) **Contract No./ Agreement No. :**/...../...../ AGMT //

This is to certify that the above work, which was carried out by is now complete in every respect, in accordance with the terms of the contract and that all obligations under the contract have been fulfilled by the Contractor.

(Signature of the Engineer/Engineer's Representative)

Name:

Designation:

Date:

(OFFICIAL SEAL)

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

Syama Prasad Mookerjee Port, Kolkata
Haldia Dock Complex
(“NO CLAIM CERTIFICATE” FROM CONTRACTOR)

FORM G.C-3

[To be submitted on Bidder's Letter Head]

General Manager (Engineering),
Haldia Dock Complex ,
Syama Prasad Mookerjee Port, Kolkata
Jawahar Tower Complex ;
P.O.: Haldia Township;
Dist.: Purba Medinipur ;
PIN: –721607
West Bengal, India.

Dear Sir,

Subject : “Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.

Reference : i) **Work Order No.:**/...../...../O-... dated
ii) **Contract No./ Agreement No. :**/...../...../ AGMT /
...../...../...../

I/We do hereby declare that I/we have received full and final payment from Haldia Dock Complex, SMP Kolkata, for the execution of the subject work, and I/we have no further claim against Haldia Dock Complex, Kolkata Port Trust in respect of the above mentioned job.

Yours faithfully,

(Signature of Contractor)

Date :

Name of Contractor :

Address :

(OFFICIAL SEAL OF THE CONTRACTOR)

“Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”.