KOLKATA PORT TRUST

KOLKATA DOCK SYSTEM

MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT
8, Garden Reach Road, Kolkata – 700 043

TENDER DOCUMENT

For

"Supply, Installation, Operation and Maintenance of one (1) Road Weighbridge at KPD-II and One (1) Rail Weighbridge at EJC yard at KDS, KoPT"

Notice Inviting Tender No.: KoPT/KDS/MECH/DC-II/ADV/507 dated 07.11.2018

Site inspection: **16.11.2018 at 11:00 hrs.**

Pre-bid meeting: **16.11.2018 at 15:00 hrs.**

Due date of submission of Tender: **25.11.2018 by 14:00 hrs.**

Date of opening of techno-commercial bid: **26.11.2018 at 15:00 hrs.**

Tender Fee: Rs.1770/- (Non-Refundable)

Chief Mechanical Engineer

TENDER DOCUMENT

KOLKATA PORT TRUST
KOLKATA DOCK SYSTEM

e-Tender for ***"Supply, Installation, Operation and Maintenance of one (1) Road Weighbridge at KPD-II and One (1) Rail Weighbridge at EJC yard at KDS, KoPT"***

NIT No. KoPT/KDS/MECH/DC-II/ADV/507 dated 07.11.2018

TENDER NOTICE

Mechanical and Electrical Engineering Department of Kolkata Port Trust invites e-tender for "Supply, Installation, Operation and Maintenance of one (1) Road Weighbridge at KPD-II and One (1) Rail Weighbridge at EJC yard at KDS, KoPT" as per the details specified herein the Tender Document.

Tender Document may be downloaded from KoPT website www.kolkataporttrust.gov.in and CPP Portal. Corrigendum or clarifications, if any, shall be hoisted on the above mentioned websites only.

SCHEDULE OF TENDER

Work Title	Supply, Installation, Operation and Maintenance of one (1) Road Weighbridge at KPD-II and One (1) Rail Weighbridge at EJC yard at KDS, KoPT
Tender Inviting Authority	Chief Mechanical Engineer.
NIT No.	KoPT/KDS/MECH/DC-II/ADV/507 dated 07.11.2018
Mode of Tender	e-Procurement System (Online Part I – Techno-Commercial Bid and Part II - Price Bid) through CPP Portal (https://eprocure.gov.in/eprocure/app). The intending bidders are required to submit their offers electronically through NIC's CPP Portal for e-Procurement (GePNIC). **No physical tender is acceptable by Kolkata Port Trust.**
Date of NIT available to parties to download	09.11.2018 at 10.00hrs.
Date and time of Site inspection	16.11.2018 at 11 AM at office of the Chief Mechanical Engineer, 8, Garden Reach Road, Kolkata -700043
Date and time of Pre-Bid Meeting	16.11.2018 at 3 PM at office of the Chief Mechanical Engineer, 8, Garden Reach Road, Kolkata -700043
Estimated Value of Tender	i) Rs 32,43,914/- for Road Weighbridge. ii) Rs 98,24,500/- for Rail Weighbridge. iii) Rs. 1,30,68,414/- for both Road & Rail Weighbridges.
Earnest Money Deposit	Rs.64,878/- (Rupees Sixty Four thousand Eight hundred Seventy Eight only) OR Rs. 1,96,490/- (Rupees One lakh Ninety Six thousand Four hundred Ninety only) OR Rs. 2,61,368/-(Rupees Two lakh Sixty One thousand Three hundred Sixty Eight only) as

	Earnest Money Deposit, as the case may be, to be submitted in the form of Banker's Cheque or Pay Order or Demand Draft from any of the Nationalized/Scheduled Bank in India as per clause no. 21 of **Terms and Conditions of Tender (Annexure-B).**
Cost of Tender Document	Rs.1770/- (including 18% GST) in the form of Banker's Cheque or Pay Order or Demand Draft from any of the Nationalized/Scheduled Bank in India having branch in Kolkata drawn in favour of "Kolkata Port Trust" towards cost of Tender Document to be submitted as per clause no. 20 of Terms and Conditions of Tender (Annexure-B).
Last date of submission of Tender Document Fee and Earnest Money	To be deposited at Mechanical & Electrical Engineering Department,8, Garden Reach Road, Kolkata -700043 within 3 working days after opening of the techno-commercial bid. However, a scanned copy must be uploaded under the part-I i.e. techno commercial part of the e-Tender.
Date of starting of online submission of e-Tender (Techno-Commercial Bid and Price Bid) through CPP Portal.	21.11.2018 at 10.00 hrs.
Date of closing of online submission of Bid (Techno-Commercial Bid and Price Bid).	25.11.2018 at 14:00 hrs.
Date and time of opening of Part-I (i.e. Techno-commercial Bid after confirmation of submission of Tender Document Fee and Earnest Money Deposit).	26.11.2018 at 15:00 hrs.
Date and time of opening of Price Bid (Part-II).	To be informed separately by letter or email or telephone.

- Online tenders through NIC's CPP Portal for e-Procurement (GePNIC). Mode are invited by Kolkata Port Trust from GST registered domestic Contractors for executing the work.

- The tender document through NIC's CPP Portal for e-Procurement (GePNIC) is open from 09.11.2018 to 25.11.2018 and can be downloaded from the official website of KoPT and through NIC's CPP Portal for e-Procurement (GePNIC).

- The complete tender document can be downloaded from Kolkata Port Trust website: www.kolkataporttrust.gov.in [Tender → Mechanical & Elect. Eng. Dept.] and NIC's CPP Portal for e-Procurement (GePNIC) and bidders are required to submit tender offer through NIC's CPP Portal for e-Procurement (GePNIC) on or before the due date and time of submission. The tenderer shall upload the scanned copy of the DD instruments towards the cost of EMD and bid documents set as proof of payment towards EMD and cost of Bid documents while submitting the tender electronically in the NIC's CPP Portal for e-Procurement (GePNIC).

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

- No physical tender is acceptable by Kolkata Port Trust.

- Minutes of meeting /Corrigendum / addendum / clarifications, if any, shall be hoisted on the **www.kolkataporttrust.gov.in.** and **https://eprocure.gov.in/eprocure/app.**

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ANNEXURE - A

Instructions to Tenderers

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

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

1.	Online tenders through NIC's CPP Portal for e-Procurement (GePNIC) mode are invited by Kolkata Port Trust from GST registered domestic Contractors for executing the work. The tender document through NIC's CPP Portal for e-Procurement (GePNIC) is open from 09.11.2018 (10:00 hrs) to 25.11.2018 (14:00 hrs) and can be downloaded from the official website of KoPT and through NIC's CPP Portal for e-Procurement (GePNIC). The complete tender document can be downloaded from Kolkata Port Trust website: www.kolkataporttrust.gov.in and NIC's CPP Portal for e-Procurement (GePNIC) and bidders are required to submit tender offer through NIC's CPP Portal for e-Procurement (GePNIC) on or before the due date and time of submission. The tenderer shall upload the scanned copy of the DD instruments towards the cost of EMD and bid documents set as proof of payment towards EMD and cost of Bid documents while submitting the tender electronically in the NIC's CPP Portal for e-Procurement (GePNIC). The tender offer shall have to be submitted by the Tenderer only through NIC's CPP Portal for e-procurement (GePNIC) mode as explained in the tender document.
2.	The Techno-commercial Bid and the Price Bid shall have to be submitted online at https://eprocure.gov.in/eprocure/app (A). Part – I (Techno-Commercial bid): Would be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness the opening of Techno-commercial Bid electronically. (B) Part – II (Price bid): Would be opened electronically of only those bidder(s) whose Part – I Techno-Commercial bid are acceptable by KoPT. Such bidder(s) will be intimated the date of opening of Part II (Price bid) through valid e-mail confirmed by them. The tenderers are advised to offer their best possible rates. There would generally be no negotiations. Bidders are requested to submit their most competitive prices while submitting the price bid.
3.	All entries in the tender should be entered in online Technical and Commercial Formats without any ambiguity.
4.	**In case of any clarification, please contact KoPT (before the scheduled time of the e- tender).** ***Contact person (KoPT):*** 1. S.Mitra Dy. Chief Mechanical Engineer

	Mobile No. 09674720040 souravmitra@kolkataporttrust.gov.in 2.S.Sinha Superintending Engineer(Project) Mobile No. 09674720086 ssinha@ kolkataporttrust.gov.in 3.A.K.Das Executive Engineer (Project) Mobile No. 09674720090 akdas@ kolkataporttrust.gov.in
5.	All notices /corrigendum and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by KoPT. Hence, the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with NIC's CPP portal (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
6.	E-tender cannot be accessed after the due date and time mentioned in NIT.
7.	(a). MSEs registered with NSIC under Single Point Registration scheme/DIC are exempted from depositing Tender Fee and Earnest Money. But all the NSIC/DIC registered firms are not exempted from depositing Tender Fee and Earnest Money. Only those firms, having documents of such exemption for the entire tendered work (as per the Bill of Quantity) would be exempted. Documentary evidence must be uploaded for claim of such exemption, failing which their tender would be summarily rejected. (b). The process involves Electronic Bidding for submission of Tender Document Fee and EMD, Techno-Commercial Bid as well as Price Bid. (c). The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. (d). All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as valid bid if it fulfills all the terms and conditions of the Tender Document. (e). It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. (f). KoPT 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. (g). No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms and conditions for the tender. (h). Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted in Indian Rupee Currency as per UOM indicated in the e-tender floor/tender document.
8.	The e-tender shall be governed by the terms and conditions mentioned therein.
9.	No deviation from the technical and commercial terms & conditions are allowed.

10.	KoPT has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11.	The bidders **must upload** all the documents required as per Pre-qualification criteria and the documents enlisted under techno-commercial bid and Price-bid, failing which the tender shall lead to disqualification. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
12	The bid will be evaluated based on the filled-in technical and commercial formats uploaded.
13.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
14	Price bid must be filled-up in EXEL SHEET IN CPP PORTAL (which is uploaded by KoPT)

ANNEXURE - B

Terms and Conditions of Tender

NIT No.: KoPT/KDS/MECH/DC-II/ADV/507dated 07.11.2018

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

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

1.1 Intending Tenderer(s) as a Single Entity is eligible to participate in the tender. Further, the Tenderer may be a natural person, private entity or Government entity. **No consortium/ joint venture shall be allowed to participate in this tender.** Work experience as a sub-contractor shall not be considered as the requisite qualification.

1.2 The intending Tenderers may quote for Supply, Installation, Operation and Maintenance in respect of i) only one Road Weighbridge or ii) only one Rail Weighbridge or iii) for both one no. Road Weighbridge and one no. Rail Weighbridge.

1.3 A Tenderer shall fulfil the following conditions of eligibility for each of the three options:-

A. In case of participation for only one Road Weighbridge

Technical Capability (Essential Experience)

i) Must be a manufacturer of Road Weighbridge and have executed contracts of having supplied at least 5 nos. Road Weighbridge to Govt. / Semi-Govt. / PSUs / reputed private organizations during the period of last seven (7) years ending on 31.10.2018.

OR

ii) Must have experience of executing similar work in Govt. / Semi-Govt. / PSUs / reputed private organizations during the period of last seven (7) years ending on 31.10.2018 to the extent of any of the following:

a) Three completed works* each costing not less than Rs 12,97,566/-i.e. 40% of the estimated cost.
b) Two completed works* each costing not less than Rs 16,21,957/-i.e. 50% of the estimated cost.
c) One completed work* costing not less than Rs 25,95,131/-i.e. 80% of the of the estimated cost.

Financial Capability

The Average Annual Financial Turn Over of the tenderers during the last three completed financial years, should be at least Rs 9,73,174/-i.e. 30% of the estimated cost.

B. In case of participation for only one Rail Weighbridge

Technical Capability (Essential Experience)

i) Must be a manufacturer of Rail Weighbridge and have supplied at least 5 nos. of Rail Weighbridge to Govt. / Semi-Govt. / PSUs / reputed private organizations during the period of last seven (7) years ending on 31.10.2018.

OR

ii) Must have experience of executing similar work in Govt. / Semi-Govt. / PSUs / reputed private organizations during the period of last seven (7) years ending on 31.10.2018 to the extent of any of the following:

a) Three completed works* each costing not less than Rs 39,29,800/-i.e. 40% of the estimated cost.

b) Two completed works* each costing not less than Rs 49,12,250/-i.e. 50% of the estimated cost.

c) One completed work* costing not less than Rs 78,59,600/- i.e. 80% of the estimated cost.

Financial Capability

The Average Annual Financial Turn Over of the tenderer during the last three completed financial years should be at least Rs 29,47,350/- i.e. 30% of the estimated cost.

C. In case of participation for one Road and one Rail Weighbridges

Technical Capability (Essential Experience)

i) Must be a manufacturer of Rail and Road Weighbridges and have executed contract of having supplied at least 10 nos. of Rail and Road Weighbridges taken together to Govt. / Semi-Govt. / PSUs / reputed private organizations during the period of last seven (7) years ending on 31.10.2018.

OR

ii) Must have experience of executing similar work in Govt. / Semi-Govt. / PSUs / reputed private organizations during the period of last seven (7) years ending on 31.10.2018 to the extent of any of the following:

a) Three completed works* each costing not less than Rs 52,27,366/- i.e. 40% of the estimated cost.

b) Two completed works* each costing not less than Rs 65,34,207/- i.e. 50% of the estimated cost.

c) One completed work* costing not less than Rs 1,04,54,731/- i.e. 80% of the estimated cost.

Financial Capability

The Average Annual Financial Turn Over of the tenderer during the last three completed financial years should be at least Rs 39,20,524/- i.e. 30% of the estimated cost.

Note 1: The term **"work(s)"** means similar work(s).

Note 2: The term **"similar work"** means supply, installation, operation and maintenance of Rail/ Road / both Rail and Road Weighbridges with associated facilities.

Note 3: The term **"completed work(s)"** means similar work(s) completed per year basis.

1.4 Claims for fulfilling the above criteria must be adequately supported by furnishing appropriate documents i.e. work order, performance/completion certificate from Clients, Audited Balance Sheet including audit reports and Profit and loss account for last 3 Years.

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

[A] **To be submitted offline under cover of an envelope marking "Tender Fees" and "EMD" superscribing the e-tender number on it.**

a) Demand Draft/Banker's Cheque/Pay Order in original, for Rs.1,770/-(Rupees One thousand Seven hundred Seventy only) as cost of Tender Document.

b) Demand Draft/Banker's Cheque/Pay Order/Bank Guarantee in original, for Rs.64,878/-(Rupees Sixty Four thousand Eight hundred Seventy Eight only) **OR** Rs. 1,96,490/- (Rupees One lakh Ninety Six thousand Four hundred Ninety only) **OR** Rs. 2,61,368/-(Rupees Two lakh Sixty One thousand Three hundred Sixty Eight only) as Earnest Money Deposit, as the case may be.

[B] **To be submitted online as mentioned above in "Instruction to Tenderers"**

a) Undertaking of the tenderer to be submitted as per enclosed Pro-forma (Annexure –L) in lieu of submission of signed copies of the full Tender document

b) Copies of Audited Balance Sheet and Profit and Loss Account for the last three financial years ending March 2018.

c) Self attested documentary evidence of successful completion of similar work as proof of fulfilling the Pre-qualification Criteria of the tender.

d) Copies of self attested valid GST Registration Certificate.

e) Self Attested Valid Professional Tax Clearance Certificate / Up to date tax payment challan, if applicable.

f) Copy of self attested valid Trade License.

g) Copy of self attested PAN Card issued from Income Tax Department.

h) Copies of Income Tax Return of last 3 years ending March, 2018.

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

j) Details of registration under ESI Act:
   i) All intending tenderer at the time of tender shall disclose all necessary documents as to whether they are covered under ESI Act or not.
   ii) In case they are covered under ESI Act, they have to furnish the details of registration, failing which their tender would be liable to be cancelled.
   iii) In case they are not covered under ESI Act or exempted, they would furnish necessary documents along with an Affidavit in original affirmed before a First Class Judicial Magistrate on a Non Judicial Stamp Paper worth Rs.10/- to that effect as per enclosed Proforma (Marked Annexure – 'H').
   iv) In case they are not covered under ESI Act, they must additionally indemnify KoPT against all damages and accident occurring to his labour in a Non-Judicial Stamp Paper worth Rs.50/-. The same should be submitted along with Techno-commercial Bid as per enclosed Proforma (Marked Annexure-'I').

k) <u>Details of registration under EPF Act:</u>

   All intending tenderers shall have to furnish the details of EPF Registration, failing which their tender/offer would be liable to be cancelled.

l) A separate statement of the tenderer containing full name and office address of the Tenderer, names and designation of the officials of the Tenderer connected with the instant Tender, their land and mobile telephone nos., e-mail id and Fax No. etc. as per enclosed Pro-forma (Annexure –F).

m) Declaration of the tenderer in the form of a COVERING LETTER with certain undertaking and also that they or their associates have not been banned or delisted by any Govt. or Quasi-Govt. agencies or PSUs in India as per enclosed Pro-forma (Annexure –G).

n) All intending bidder will have to enter into an Integrity Pact with the Port as per format enclosed at Annexure- J to be submitted on a Rs.50/- Non Judicial Stamp Paper. All blank spaces to be filled in as appropriate.

3 All the documents as mentioned here-in-before shall have to be <u>UPLOADED</u> or submitted offline as the case may be. The tenderer should clearly understand that no information/indication as to price should be entered in the page of "Bill of Quantities" or elsewhere in the Techno-commercial Bid. **Indication of price anywhere in any manner in the Techno-commercial part of the tender would lead to rejection of the offer.**

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

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

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

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

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

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

10 Tenderer/Operator/Service Provider to confirm that the GST amount charged in Invoice is declared in its returns and payment of taxes is also made.

11 The Tenderer/Operator/Service Provider agrees to comply with all applicable GST Laws, including GST acts, rules, regulations, procedures, circulars and interaction there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Tenderer/Operator/Service Provider should ensure accurate transaction details, as required by GST Laws are timely uploaded in GSTN. In case there is any mismatch between the uploaded in GSTN by Tenderer/Operator/Service Provider and details available with Kolkata Port Trust, then payment to Tenderer/Operator/Service Provider to the extent of GST relating to the invoice/s under mismatch may be retained from due payment till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's account and is finally available to the Kolkata Port Trust in terms of GST Laws and that the credit of GST taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.

12 Kolkata Port Trust has the right to recover mandatory loss including interest and penalty suffered by it due to any non-compliance of tax law by the Tenderer/Operator/Service Provider. Any loss of input tax credit to Kolkata Port Trust for the fault of Tenderer/Operator/Service Provider shall be recovered by Kolkata Port Trust by way of adjustment in consideration payable.

13 Supplementary invoices/debit note/credit note for price revision to enable Kolkata Port Trust to claim tax benefit on the same shall be issued by Tenderer/Operator/Service Provider for a particular year before September of the succeeding financial year.

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

15 **Validity of offer:** The quoted rates would be kept valid for **at least 180 days** from the date of opening of the Techno-commercial Bid.

16 **Extension of validity of offer:** Prior to expiry of the tender validity period, KoPT may request the Tenderer to extend the validity period for a specified additional period.

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

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

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

20 **Cost of the Tender**:- Tender Fee of Rs.1,770/-(Rupees One thousand Seven hundred Seventy only) is to be submitted offline by CTS Banker's Cheque/ Demand Draft/Pay Order of any Kolkata Branch of a Nationalized/ Scheduled Bank of India, drawn in favour of 'Kolkata Port Trust' and payable at Kolkata within 3 working days after opening of the techno-commercial bid. However, a scanned copy must be uploaded under the part-I i.e. techno commercial part of the eTender.

21 **Earnest Money:-** The bidders shall be required to submit 'Earnest Money Deposit' (EMD) by CTS Banker's Cheque or Pay Order or Demand Draft of a Nationalized/Schedule Bank of India, drawn in favour of 'Kolkata Port Trust' and payable at Kolkata, as the case may be as mentioned below:

i) An amount of Rs.64,878/- (Rupees Sixty Four thousand Eight hundred Seventy Eight only) in case the bid is submitted for Supply, Installation, Operation and Maintenance in respect of only one Road Weighbridge.

OR

ii) An amount of Rs. 1,96,490/- (Rupees One lakh Ninety Six thousand Four hundred Ninety only) in case the bid is submitted for Supply, Installation, Operation and Maintenance in respect of only one Rail Weighbridge.

OR

iii) An amount of Rs. 2,61,368/-(Rupees Two lakh Sixty One thousand Three hundred Sixty Eight only) in case the bid is submitted for Supply, Installation, Operation and Maintenance in respect of One(1) Road Weighbridge and One(1) Rail Weighbridge.

EMD is to be submitted offline within 3 working days after opening of the techno-commercial bid. However, a scanned copy must be uploaded under the part-I i.e. techno commercial part of the eTender.

Earnest Money of unsuccessful bidders will be refunded within 2 months of opening the Price bid or on finalization / acceptance of tender, whichever is earlier. If Price bid is opened before expiry of validity of Earnest Money Instrument, the same will be refunded to bidders other than the L-I bidder. EMD of L-I bidder will only be encashed. If Price bid cannot be opened for any reason before expiry date of Earnest Money Instrument, the bidder would be requested to extend the validity of the EMD Instrument within the validity period of the offer, failing which the EMD instrument would be encashed. Tender submitted without EMD shall not be considered.

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

22 **Exemption:** Micro & Small Enterprise (MSEs) registered with NSIC (under Single Point Registration scheme)/DIC(District Industries Centre) shall be exempted from payment of cost of Tender Document and depositing Earnest Money for which copies of valid MSE's Certificate along with NSIC Certificate/DIC Certificate with list of items registered must be submitted in techno-commercial part of their offer for claim of such exemption otherwise their offer will be rejected. But all MSEs registered with NSIC and DIC are not exempted from depositing cost of tender document and earnest money. Only those firms, having documents of such exemption for the whole tender work (as per scope of work) will be exempted.

23 **Evaluation criteria**:

a) The tenderers shall quote their price offer as per format prescribed at ANNEXURE- E. The rates shall be quoted either equal to or below the ceiling rate of Rs 3.50/- per ton for the Rail Weighbridge and Rs 4.96/- per ton for the Road Weighbridge. The tenders of the bidders quoting rate in excess of the above mentioned ceiling rates shall be automatically rejected.

b) The techno commercially qualified bidder quoting the lowest rate individually for Rail Weighbridge and Road Weighbridge will be considered as the successful bidder for award of the contract.

ANNEXURE – C

NIT No. KoPT/KDS/MECH/DC-II/ADV/507 dated 07.11.2018

SCOPE OF WORK AND OTHER OBLIGATIONS

1 The contractor shall Supply, Install, Operate & Maintain one (1) Road Weighbridge and one (1) of Rail Weighbridge along with all associated civil, electrical and other installations at his cost, charges, expenses, risk, responsibilities, manpower and other arrangements at Kolkata Dock System for weighment of road borne vehicles (empty and loaded) and loaded railway rakes as per requirement of users.

2 Basic specification of the weighbridges–

	Type	Capacity	Quantity to be supplied, Installed, operated and maintained	Make *
Road Weighbridge	Pit-less Electronic Weighbridge with Platform size 18m x 3m	120 Ton	1	The weighbridge shall be of reputed make which is in use in the Industries/Ports/CFS/ ICD/ Railways and other similar organizations
Rail Weighbridge	Pit-less In-motion Electronic Weighbridge as per latest RDSO Specification	120 Ton	1	The weighbridge shall be of reputed make which is in use in the Industries/Ports/ CFS/ ICD/ Railways and other similar organizations

* **Note:**

a) The bidder(s) shall provide documentary evidences that the make of the weighbridge(s) proposed to be supplied are already in use at the Industries/Ports/ CFS/ ICD/ Railways and other similar organizations.

b) The contractor will provide the design and drawings of the weighbridge(s) and other associated facilities proposed to be installed to KoPT after receipt of the LoI / signing of Agreement whichever is earlier for examination of KoPT. In case KoPT gives any suggestion for modification of the design and drawings, the contractor shall incorporate the same. The suggestion of KoPT will be given within 7 days from the date of receipt of design and drawings. In case KoPT does not furnish its suggestions within the said period of 7 days, it will be construed that KoPT has no suggestion to offer.

3 All the weighbridges shall be available to the port users on common user basis.

4 The weighbridge shall be calibrated by the concerned Govt. agencies as required. The contractor shall be responsible for obtaining stamping of department of Weights and Measures, periodic calibration etc. Copies of the Calibration Certificates issued by the concerned Govt. agency shall have to be submitted to KoPT by the contractor.

5 The contractor shall not, without prior approval of KoPT, remove or replace the weighbridge(s) and other associated infrastructure.

6. The contractor shall deploy required manpower for operation and maintenance of all the weighbridge(s) as per the provisions of the contract.

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

8 The contractor shall at his cost and arrangements insure all the weighbridge(s) to be supplied, installed, operated and maintained by him and ensure the revalidation of the same from time to time throughout the period of the contract.

9 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 the weighbridge(s).

10 The contractor will be required to connect the weighbridge(s) with the FOIS (Freight Operations Information System). Arrangement to be done in such a way that the electronic data transmission between each Weighbridge - attached computer and Port Server or any other dedicated node operated by Port authority must be seamlessly done on a real time basis to maintain the **authenticity and accuracy of the electronically transmitted weighment - data.**

11 The contractor will issue a weighment slip to the users without charging extra fee, in the format provided by KoPT.

12 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.

13 The Contractor shall, at all times during the currency of the contract, ensure highest standards of safety while operating the weighbridge(s). Also,

(a) In case of KoPT assets / property / employee suffering damage or sustaining injury (fatal / non-fatal) as the case may be, the contractor shall be solely accountable for all liabilities and losses thereof. In case of loss or damage of any property or any material belonging to KoPT,

the contractor shall immediately pay the required cost for making good the losses, as will be ascertained by KoPT official, or in lieu thereof, the contractor may also repair / replace the damaged property to the satisfaction of KoPT official, within the period to be indicated by KoPT.

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

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

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

14. The contractor shall keep KoPT indemnified throughout the period of the contract for any loss, damage and expenses whatsoever which KoPT may suffer or may have to suffer due to fault on the part of the contractor in operating and maintaining the weighbridge(s) and in discharging other obligations as per provisions of the contract. Assessment of damages, expenses, cost etc. if any, will be carried out jointly by KoPT and the contractor. In case of absence of the contractor for joint inspection, assessment done by KoPT will be final and binding on the contractor. In case the contractor damages property belonging to parties other than KoPT, assessment of damages, expenses, costs etc. if any, will be carried out jointly by KoPT, the contractor and the affected party concerned.

15 The contractor shall at its own cost and arrangement promptly repair / replace or restore any of the weighbridge(s)/associated infrastructure or any part thereof which may be lost, damaged or destroyed.

16 The contractor shall not assign the Contract to any other agency without approval of KoPT.

17 The contractor shall allow KoPT or any statutory authority to inspect the weighbridge(s) and other associated infrastructure installed and operated by the contractor under the provisions of the contract at all / any point of time and take such action as may be directed by KoPT or the said statutory authority with regard to any or all the weighbridges and other associated infrastructure.

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

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

19 The contractor shall submit different reports as per periodicity to be mentioned by KoPT during the currency of the contract.

20 KoPT is covered by the "International Ship and Port Facility Security (ISPS) Code". The general security of the entire dock area at KDS is provided by Central Industrial Security Force (CISF) as in existence now. Localized security for the weighbridge(s) and other associated infrastructure to be set up by the contractor inside the dock will be provided by the contractor at its cost, arrangement and liability.

21 KoPT will provide maximum of 100 sq. metres and 125 sq. metres of land to the contractor for installing the Rail Weighbridge and Road Weighbridge and the associated facilities respectively. For this, KoPT will recover charges from the contractor as per its prevailing Rent Schedule on the land to be actually allotted to the contractor.

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

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

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

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

25 KoPT will not guarantee any minimum number of vehicles and / or tonnage for measurement at the weighbridge(s) to be supplied, installed and operated by the contractor. The tenderer may however, approach Traffic Manager for collecting details regarding cargo carrying vehicles and railway rakes visiting KDS to the extent available.

26 All the charges for use of the weighbridge(s) to be supplied, installed, operated and maintained by the contractor shall be recovered by KoPT directly from the users of the weighbridge facilities. The contractor shall be paid by KoPT according to the provisions detailed at Clause-19 (Payment Terms) of ANNEXURE- D of the tender document.

27 The contractor shall relocate any or all the weighbridges to new location(s) in such cases, KoPT will bear the cost of recitement. The said cost will be arrived at with the consent of both the parties.

28 The contractor shall regulate the traffic calling at the Road Weighbridge for availing weighment service by strictly enforcing single line queue system with unidirectional flow of traffic. The contractor shall also ensure that vehicles are weighed expeditiously to avoid congestion or long queue in and around the weighbridge.

29 KoPT will have the right to inspect the weighbridge(s) in case of receipt of customer complaint. The contractor shall have to abide by the directives of KoPT for taking appropriate remedial measures.

30 The contractor shall peacefully remove the weighbridge(s) and other associated infrastructure within one month from the date of expiry of the contract and restore the allotted space(s) to the same state in which those were handed over to the contractor for installation of the weighbridge facility.

ANNEXURE-D

SPECIAL CONDITIONS OF CONTRACT

1 **Acceptance of Letter of Intent (LoI)**

1.1 The Successful Bidder, on receipt of the LoI, shall communicate acceptance to the same within a period of 7 days from the date of issuance of LoI, failing which the LoI will become liable for cancellation with forfeiture of Earnest Money.

1.2 The LoI and its acceptance by the Successful Bidder will be construed as an Agreement between KoPT and the Successful Bidder for fulfilling the scope of work and obligation of the Successful Bidder till such time the agreement is signed.

2 **Performance Guarantee**

The successful bidder(s) shall deposit the following sums within a period of 30 days from the date of issuance of LoI in Demand Draft / Banker's Cheque only drawn in favour of "Kolkata Port Trust" payable at Kolkata as Performance Guarantee:-

Contract	Amount towards Performance Guarantee
For supply, installation, operation and maintenance of one (1) Rail Weighbridge	Rs 21,25,200/-
For supply, installation, operation and maintenance of one (1) Road Weighbridges	Rs 16,14,600/-

Alternatively, the Performance Guarantee may also be furnished in the form of an irrevocable and unconditional Bank Guarantee from a Nationalized Bank of India having office in Kolkata, as per the format given in the General Conditions of Contract of KoPT as enclosed with this Tender Document within the above stipulated time period. In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court. This Bank Guarantee shall remain valid till the total contract period of 10 years is over with an additional claim period of 6 months. This Bank Guarantee will be released after the contract period of 10 years is over.

3 **Agreement**

An Agreement shall have to be executed on a Non-judicial Stamp paper of at least Rs 60/- by the Successful Bidder at its expense within 30 days from the date of issuance of 'LoI'. All correspondence between the Successful Bidder and KoPT and all documents submitted by both the parties from the date of opening of the applications till the submission of the Performance Guarantee etc. shall form part of the License Agreement.

4 Commissioning Schedule

The contractor shall Supply, Install and Commission the weighbridge(s) along with all the associated facilities to the satisfaction of KoPT within a period of 90 days from the date of issuance of order for each weighbridge and obtain commissioning certificate from KoPT thereof.

5 Compensation (Liquidated Damages)

In the event the successful bidder fails to supply, install and commission the weighbridges within the commissioning schedule mentioned under clause 4 above, Liquidated Damages of Rs 5000/- per weighbridge for delay of each day or part thereof beyond the commissioning schedule shall be payable by the successful bidder(s).

6 Period of Contract

10 years from the date of commissioning of the Weighbridge(s).

7 Non availability of Weighbridge Services

In case any of the weighbridges is not available for weighment other than during the allowed downtime (for planned and Break down maintenance) the contractor shall pay a penalty of Rs 5000/- per weighbridge per day or part thereof.

8 Permitted Downtime

The contractor will be allowed a downtime for repair and maintenance of the weighbridges as follows:

a) For Planned Maintenance

The Contractor will be allowed a downtime for a maximum period of 12 days per weighbridge in every 12 month period from the date of obtaining Commissioning Certificate for periodical servicing and planned maintenance.

The contractor will, however be allowed to avail this downtime for Road Weighbridge/Rail Weighbridge at a time in normal circumstances under intimation to KoPT well in advance.

b) Break-down Maintenance

The Contractor will be allowed a further downtime in addition to 8(a) above for 1 (one) day for Road Weighbridge as well as Rail Weighbridge in a month on account of sudden break-down if any, without any penalty for non availability of the weighbridges.

9 Event of Default

a) In case the delay in commissioning of the weighbridges (as given at clause-4) exceeds 90 days from the last date of commissioning schedule.

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

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

d) The contractor is adjudicated bankrupt or becomes insolvent.

e) The contractor assigns or transfers the weighbridge(s) and its associated facilities to any third party without permission from KoPT.

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

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

h) If the contractor or its employees collect any fee / charge directly from the user of the facilities.

i) If Road Weighbridge or Rail Weighbridge remains out of commission for a continuous period of 15 days.

10 Termination

(a) In the event of occurrence of any event of default as mentioned at Clause -9 above, KoPT may proceed for terminating the contract by way of giving three (3) months (termination period) notice within which time the Contractor will be required to peacefully remove the weighbridge(s) along with the associated facilities installed/deployed by it under the contract from the allotted premises. In case of failure on the part of the Contractor to do so, KoPT shall be at liberty to dismantle/ remove the weighbridge(s) and the associated facilities at the cost, expenses and risk of the contractor. Also, in such event, the Contractor shall not be entitled to claim any compensation from KoPT for any damage that may occur during such removal and keeping of the equipment at any location by KoPT.

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

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

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

11 Amendment

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

12 Illegality

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

13 Amicable Settlement:

If any dispute or difference or claims of any kind arises between the Contractor and KoPT in connection with interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the contract, or the rights, duties or liabilities of the parties under the contract, then the parties shall meet together promptly at the requests of any party in an effort to resolve such dispute , difference or claim by discussions between them.

14 Arbitration:

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

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

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

15 Governing Laws:

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

16 Force Majeure:

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

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

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

(c) An act of war, riot etc.

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

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

16.2 Notice of Force Majeure Event

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

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

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

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

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

(iv) any other relevant information.

16.3 Period of Force Majeure

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

16.4 Performance Excused

The Contractor to the extent rendered unable to perform its obligations or part thereof under the contract as a consequence of the Force Majeure Event shall be excused from performance of the obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than considered reasonable by KoPT consequent to the Force Majeure Event.

16.5 Resumption of Performance

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

16.6 Extension of time for performance of obligations

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

16.7 Effect of Force Majeure Event

If the period of Force Majeure continues or is in the reasonable judgement of the parties is likely to continue beyond a period of 90 days, the parties may mutually decide to terminate the contract or continue the contract on mutually agreed terms.

17 Priority of Contract Documents

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

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

a. Letter of Intent (LoI)/Work Order
b. Special Conditions of Contract
c. Scope of work and other obligations and Terms of Payment
d. Bill of Quantities
e. Instructions to the Tenderer
f. General Conditions of Contract
g. Any other document(s) forming part of the Contract

18 Expiry of Contract with efflux of time

a. The Contractor shall peacefully remove the weighbridge(s) along with all the associated facilities under the contract from the dock premises after expiry of the period of contract with efflux of time.

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

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

19 Payment Terms

a) Payment will be made to the Contractor in Indian Rupees. No foreign exchange is payable against the contract.

b) KoPT has been paying contractors' bills through ECS. For this, the contractor shall furnish the following information immediately after receipt of order:-

a) Bank Account No.
b) Type of Account – Savings/Current/Cash Credit
c) Name of the Bank with Code No.
d) Name of the branch with Code No. along with location
e) MICR No.

c) Accordingly, the contractor would be required to open their Bank Account within the ECS Zone prescribed by the RBI, if not already done, to ensure receipt of payment of bills from KoPT.

d) The contractor is required to pay income tax and all other statutory taxes on all payments made to him under this contract. Accordingly, the income tax and all other applicable taxes will be recovered from the contractor at source at the appropriate rate, as per relevant provision of Income Tax Act, 1961 or other acts or any amendment thereof.

e) The contractor will raise bill at the applicable rate on monthly basis in INR based on weighment made by each of the weighbridge(s) during the billing period with required documentary evidences.

f) As regard the Rail Weighbridge, the bill will be raised for the weight of the loaded wagons weighed less the tare weight of the wagons concerned as per declaration of the Indian Railways.

g) KoPT will release payment within 30 days from the date of receipt of bills completed in all respect and accompanied by all required documents.

h) KoPT will provide a format to the contractor for raising of the monthly bills including the evidences to be produced along with the bill.

i) GST as applicable will be paid extra at actual and the same shall be governed as per rules time being in force. The contractor will be required to submit GST registration number / code number and other relevant documents as may be asked by KoPT.

20 Price Adjustment Clause

A general escalation will be allowed as per rise in the Wholesale Price Index (all commodities published in RBI Bulletin) annually on the accepted rates. The adjustment will be made on 1st April every year.

21 Confidentiality

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

22 Evaluation of Techno Commercial Offer

The techno commercial offers of the Tenderers found responsive as per ANNEXURE – K (Bid Responsive Checklist) and will then be evaluated as per eligibility criteria as detailed in this tender document.

Note:

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

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

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

23 Evaluation of Price Bid

(1) The tenderer is to submit the Price Bid as per format (Bill of Quantities) given at Appendix - E of the Tender Document.

(2) The price offer (quoted rate) shall include all charges (excluding GST)

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

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

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

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

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

Note:

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

24 **Personal Protective Equipment**:

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

25 Integrity Pact

The bidder will have to enter into an Integrity Pact with the Port as per format enclosed at Annexure-J on a Rs. 50/- Non Judicial Stamp Paper. All blank spaces to be filled in as appropriate. For implementation of Integrity KoPT would appoint an Independent External Monitor (IEM) whose name would be communicated in due course.

26 Recovery of GST

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

27 All other terms and conditions excepting those mentioned separately shall be governed by KoPT's General Condition of Contract.

ANNEXURE-E

Bill of Quantities

Supply, Installation, Operation and Maintenance of one (1) Road Weighbridge at KPD-II and One (1) Rail Weighbridge at EJC yard at KDS, KoPT"

NIT No. KoPT/KDS/MECH/DC-II/ADV/507 dated 07.11.2018

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

Sl.No.	Item	Quoted Rate in Indian Rupee (in figure)	Quoted Rate in Indian Rupee (in words)
1	Rate per ton of weighment by a Road Weighbridge		
2	Rate per ton of weighment by a Rail Weighbridge		

NOTE:

1. GST will be paid extra at actual as applicable.
2. Quoted price shall be lump-sum.
3. Price should be quoted in Indian Rupee Currency.

Signature with date of the Tenderer : ……..…..…….

Name and Designation with Seal of the Tenderer…….…….

Address : …….

ANNEXURE – F

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

NIT No. KoPT/KDS/MECH/DC-II/ADV/507 dated 07.11.2018

Profile of the Tenderer

1. (a) Name
   (b) Country of incorporation
   (c) Address of the corporate headquarters and its branch office(s), if any in India.
   (d) Date of incorporation and commencement of business.
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in connection with implementation of the tender.
3. Details of individual(s) of the tenderer who will serve as the point of contact/ communication with KoPT.

(a) Name :

(b) Designation :

(c) Company :

(d) Address :

(e)Telephone Number (Land & Mobile) :

(f) E-Mail Address :

(g) Fax Number :

4.Details of Authorized Signatory of the Tenderer:

Name :

Designation :

Company :

Address :

Telephone No. :

(Land & Mobile)

Fax No. :

Email Address :

Signature of Tenderer……

Name: ……..

Designation: ……

Date : ……

Seal: ……

ANNEXURE –G

NIT No. KoPT/KDS/MECH/DC-II/ADV/507 dated 07.11.2018

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

Covering Letter

Ref. No…… Date ……..

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

Dear Sir,

1. We, ……..(Name of Tenderer) having examined the Tender Document and understood its contents, hereby submit our Tender for …… (NIT No. KoPT/KDS/Mech/SP/ADV/….. dated. …… and confirm that we unconditionally accept all the terms and conditions of the same including the Addendum (if issued).

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

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

4. We, ……(Name of Tenderer) hereby undertake that we will abide by the decisions of KoPT in the matter of examination, evaluation and selection of Successful Tenderer and shall refrain from challenging or questioning any decision taken by KoPT in this regard.

We further acknowledge the right of KoPT to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5. We also certify the following

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

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

6. We declare that:

(a) We have examined and have no reservations to the Tender Document, including the Addendum, if any, issued by KoPT thereon.

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

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

Yours faithfully,

Signature of Tenderer……

Name: ……..

Designation: ……

Date : ……..

Seal of the tenderer…….

ANNEXURE- H

(DOCUMENT TO BE UPLOADED)

On the Rupees Ten Non-Judicial Stamp Paper

NIT No. KoPT/KDS/MECH/DC-II/ADV/507 dated 07.11.2018

BEFORE THE 1st CLASS JUDICIAL MAGISTRATE AT

AFFIDAVIT

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

1. THAT I am the proprietor/partner of ……. Having office at--------- and carrying on business on the said name and style.

(In case the above Deponent is an enlisted Contractor at Kolkata Port Trust, the same should be mentioned in the affidavit).

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

3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the Clause No. …….. Of the Tender No. …… issued by the Kolkata Port Trust in respect of the work (the work is to be mentioned).

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

DEPONENT

Identified by me.

ANNEXURE- I

(DOCUMENT TO BE UPLOADED)

NIT No. KoPT/KDS/MECH/DC-II/ADV/507 dated 07.11.2018

INDEMNITY BOND

On the Rupees Fifty Non-Judicial Stamp Paper

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

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

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

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

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

Sureties : Signature of the Indemnifier

1. Name :
   Address :
2. Name
3. Address :
   Witnesses

ANNEXURE- J

(DOCUMENT TO BE UPLOADED)

NIT No. KoPT/KDS/MECH/DC-II/ADV/507 dated 07.11.2018

On the Rupees Fifty Non-Judicial Stamp Paper
(Scanned copy to be submitted online and one hard copy to be submitted to KoPT offline)

INTEGRITY PACT

Between

Kolkata Port Trust (KoPT) hereinafter referred to as "The Principal/ Employer"

And

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

Preamble

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

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

NOW, THEREFORE

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

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

Section 1- Commitments of the Principal/employer.

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

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

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

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

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

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

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

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representative in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "**Guidelines on Indian Agents of Foreign Suppliers**" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned 54 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 **Annexure- U**.

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

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

Section 4 - Compensation for Damages

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

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

Section 5- Previous transgression

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

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

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

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

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

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

Section7 – Other Legal actions violating Bidder(s)/Contractor(s)/ Sub contractor(s)

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

Section 8- Role of Independent External Monitor (IEM)

(a) The task of the monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

(b) The monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.

(c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.

(d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of 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 demonstration of a valid interest, unrestricted and unconditional access to his contract documentation, if any. The same is applicable to Sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor(s) with confidentiality.

(f) The Principal / Employer will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.

(g) The Monitor will submit a written report to the designated Authority of Principal / Employer / Chief Vigilance Officer of 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 o violation of any provisions of this Pact or payment of commission, the PRINCIPAL / EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER / CONTRACTOR shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Section 10 – Pact Duration:

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

Section 11- Other provisions:

(1) This agreement is subject to Indian law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.

(2) Changes and supplements as well as termination notices need to be made in writing in English.

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

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

_____	_____
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) _____

_____

ANNEXURE – K

NIT No. KoPT/KDS/MECH/DC-II/ADV/507 dated 07.11.2018

BID RESPONSIVE CHECKLIST

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

Sl. No.	Particulars	Cover No.	Submitted/ Not submitted [Put √ if submitted and put **X** if not submitted]
1.	**EARNEST MONEY DEPOSIT (EMD)** to be submitted in the form of CTS Banker's Cheque/ Demand Draft/Pay Order of any of a Scheduled Bank of India. Or, NSIC/DIC Registration certificate as applicable.	Cover-I	
2.	**TENDER FEE** to be submitted in the form of CTS Banker's Cheque/ Demand Draft/Pay Order of any of a Scheduled Bank of India. Or, NSIC/DIC Registration certificate as applicable.	Cover-I	
3.	Profile of Tenderer (as per Annexure – F), duly filled in completely, signed & stamped.	Cover-I	
4.	Declaration from the tenderer in the form of a Covering Letter with certain undertakings and also that they or their associates have not been banned or delisted by any government or quasi – government agencies or PSUs in India as per enclosed Proforma in Annexure- G.	Cover-I	
5.	Credentials in the form of copies of Letters of Award of Works along with corresponding successful Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.	Cover-I	
6.	Copies of audited Annual Accounts including the **Balance Sheet** and **Profit & Loss Statement** for the last 3 financial years ended on 31.03.2018[duly signed and stamped by the Tenderer].	Cover-I	
7.	Undertaking of the tenderer to be submitted as per enclosed Pro-forma (Annexure –L) in lieu of submission of signed copies of the full Tender document.	Cover-I	
8.	Self Attested Proof of possession of valid Employees' Provident Fund (EPF) Account.	Cover-I	
9.	Proof of being registered with Employees' State Insurance Corporation (ESIC) or else Affidavit	Cover-I	

Sl. No.	Particulars	Cover No.	Submitted/ Not submitted [Put √ if submitted and put **X** if not submitted]
	(Annexure-H) and Indemnity Bond (Annexure-I) to be submitted in lieu of ESI Registration.		
10.	Form of Tender, duly filled up and signed except price part.	Cover-I	
11.	Self Attested Valid Professional Tax Clearance Certificate / Up to date tax payment challan.	Cover-I	
12.	Self Attested Valid Trade Licence.	Cover-I	
13.	Self Attested GST Registration Certificate.	Cover-I	
14.	Copy of self attested PAN Card issued from Income Tax Department.	Cover-I	
15.	Statement to confirm the status of the Tenderer – whether a Partnership Firm, Company or Proprietorship Firm. If demanded by KoPT, the tenderer would be bound to furnish necessary documents in support of their statement in this regard.	Cover-I	
16.	Integrity Pact as per format in Annexure- J	Cover-I	

Signature and Seal of the Tenderer

ANNEXURE –L

NIT No. KoPT/KDS/MECH/DC-II/ADV/507 dated 07.11.2018

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

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

Ref. No…… Date ……..

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

Dear Sir,

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

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

Yours faithfully,

Signature of Tenderer……

Name: ……..

Designation: ……

Date : ……..

Seal of the tenderer……

ANNEXURE- M

NIT No. KoPT/KDS/MECH/DC-II/ADV/507 dated 07.11.2018

GENERAL CONDITIONS OF CONTRACT

FORMS AND AGREEMENTS

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

(Copy of Booklet Published on May, 1993)

1. DEFINITIONS

1.0. In the contract, as her-in-after defined, the following words and expressions shall have the meaning here-in assigned to them, except where the context otherwise required.

1.1. "**Employer**" or "Board" or "Trustees" means the Board of Trustees for the Port of Kolkata, a body corporate under Section 3 of the Major Port Trust Act, 1963, including their successors, representatives and assigns.

1.2. **"Chairman"** means the Chairman of the Board and includes the person appointed to act in his place under Sections 14 and 14A of the Major Port Trusts Act, 1963.

1.3. **"Contractor"** means the person or persons; Firm or Company whose tender /offer has been accepted by the Trustees and includes the Contractor's representative's heirs, successor and assigns, if any permitted by the Board / Chairman.

1.4. **"Engineer"** means the Board's official who has invited the tender on its behalf and includes the Chief Engineer, the Chief Mechanical Engineer, the Senior Executive Engineer the Chief Hydraulic Engineer, the Deputy Chief Engineer, the Deputy Chief Mechanical Engineer, the Senior Resident Engineer, The Manager (Infrastructure & Civic Facilities), the Manager (Plant & Equipment) the Deputy Manager (Infrastructure & Civic Facilities) and the Deputy Manager (Plant & Equipment), or other official as may be appointed from time to time by the employer, with written notification to the Contractor, to act as Engineer for the purpose of the contract, in place of the "Engineer' so designated.

1.5. **"Engineer's Representative"** means any subordinate Engineer or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties set forth in Clauses 2.4 to 2.6 hereof.

1.6. **"Work"** means the Work to be executed in accordance with the Contract and includes authorized "Extra Works" and "Excess Works" and Temporary Works.

1.7. **"Temporary Works"** means all temporary works of every kind required in or about the execution, completion or maintenance of the works and includes (without thereby limiting the foregoing definitions) all temporary erections, scaffolding, ladders, timbering, soaking vats, site offices, cement and other god owns, platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and mixing platforms.

1.8. **"Extra Works"** means those works required by the Engineer for completion of the Contract which were not specifically and separately included in the schedule of items of works (i.e., Bills of Quantities) of the tender. "Excess Works" means the required quantities of work in excess of the provision made against any item of the Bill of Quantities.

1.9. **"Specifications"** means the relevant and appropriate Bureau of Indian Standard's Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.

1.10. **"Drawings"** means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

1.11. **"Contract"** means and includes the General and Special Conditions of Contract, Specifications, Drawings, priced Bill of Quantities, the Tender/ Offer, the letter of acceptance of the Tender/Offer, the Contract Agreement if separately entered into and the Schedule of Rates and Price, if any, adopted by the Trustees at their discretion.

1.12. **"Constructional Plant"** means all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent work.

1.13. **"Site"** means the land and other places, on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the Trustees for the purpose of the Contract.

1.14. **"Contract Price"** means the sum named in the letter of acceptance of the Tender/ Offer of the Contractor, subject to such additions thereto and deduction there from as may be made by the Engineer under the provisions here-in-after contained.

1.15. **"Month"** means English Calendar Month.

1.16. **"Excepted risks"** are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks)

1.17. Word importing the **singular** only, also includes the **plural** and vice-versa where the context so required.

1.18. The **headings and marginal notes** in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

1.19. Unless otherwise stipulated the word "Cost" shall be deemed to include overhead costs of the contractor, whether on or off the site.

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

2.1. The Contractor shall execute, complete and maintain the works in terms of the contract to the entire satisfaction of the Engineer and shall comply with the Engineer's direction on any matter whatsoever.

2.2. The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 herein, from the Engineer's Representative

2.3. The Engineer shall have full power and authority

(a) to supply to the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.

(b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.

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

(d) to issue certificates as per contract

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

(f) to grant extension of completion time.

2.4. The Engineer's representative shall:

(a) watch and supervise the works,

(b) test and examine any material to be used or workmanship employed in connection with the work.

(c) have power to disapprove and material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard.

(d) take measurements of work done by the contractor for the purpose of payment or otherwise.

(e) order demolition of defectively done work for its reconstruction all by the Contactor at his own expense,

(f) have powers to issue alteration order not implying modification design and extension of completion time of the work and

(g) have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Contractor.

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

(a) to order any work involving delay or any extra payment by the Trustees,

(b) to make variation of or in the works and

(c) to relieve the Contractor of any of his duties or obligations under the Contract.

2.6. Provided also as follows:

(a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, braking-up thereof and re- construction at the contractor's cost and the contractor shall have no claim to compensation for the loss sustained by him.

(b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.

(c) Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in Engineer to his Representative in writing shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation. Contractor and the Trustees as though it had been given by the Engineer, who may from time to time, make such delegation.

3. THE TENDER / OFFER AND ITS PRE-REQUISITES

3.1. The Contractor shall, before making out and submitting his tender / offer be deemed to have inspected and examined the site, fully consider all factors, risks and contingencies, which will have direct and in direct impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration:

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

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

(c) The accommodation required for the workmen and site office, mobilization demobilization and storage of all plant, equipment and Construction materials.

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

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

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

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

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

3.4.

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

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

(b) Earnest Money shall be deposited with Trustees' treasurer in cash or by Banker's Cheque of any Kolkata Branch of a Nationalized Bank of India drawn in favour of Kolkata Port Trust or in the form of an "Kolkata Port Trust" and payable at Kolkata / Haldia Holding as the case may be and the receipt granted there for be kept attached to the Tender / offer in the Sealed Cover.

(c) Earnest Money of un-accepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalized Bank of Kolkata / Haldia.

(d) The enlisted (registered) Contractors of the Trustees, who have deposited fixed Security with the Trustees FA & CAO / Manager (Finance) according to his Class of Registration, shall be exempt from depositing the Earnest Money, as per the following scale:

(e)

Class of Registration	Amount of Fixed Security	Financial limit of each tender
A	Rs. 10,000/-	Any tender priced up to Rs. 2,00,000/-
B	Rs. 5,000/-	Any tender priced up to Rs.1,00,000/-
C	Rs. 2.500/-	Any tender priced up to Rs. 50,000/-

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

(ii) If before expiry of he validity period of his Tender / offer, the tender amends his quoted rates or tender/ offer making them unacceptable to the Trustees and / or withdraws his tender / offer, the Earnest Money deposited shall be liable to forfeiture of the option of the Trustees.

(f) The Earnest Money of accepted Tender / offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Contractor after cancellation of the previous Receipt of Earnest Money.

(g) Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done up to the stage of completion.

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

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

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

3.5.

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

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

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

4. THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR

4.1.

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

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

1. The Indian Contract Act, 1872.
2. The Major Port Trust, Act, 1963.
3. The Workmen's Compensation Act, 1923.
4. The Minimum Wages Act, 1948.
5. The Contract Labour (Regulation & Abolition) Act, 1970.
6. The Dock Workers' Act, 1948.
7. The Indian Arbitration Act (1940) (in the case of a definite arbitration Agreement only).

4.2. After acceptance of his Tender / Offer and when called upon to do so by the Engineer or his representative, the Contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed the other documents referred to in the definition of the term "Contract" here-in-before shall collectively be the Contract.

4.3. Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.

4.4. Two copies of the Drawing referred to in the General and Special Conditions of Contract and in the Bill of Quantities, shall be furnished by the Engineer to the Contractors free of cost for his use on the work, but these shall remain the properly of the Trustees and hence, the Contractor shall return them to the Engineer or his Representative on completion of the work. if not torn or mutilated on being regularly used at site.

4.5. The Contractor shall prove and make at his own expense any working or progress drawings required by him or necessary for the proper execution of the works and shall, when required, furnish copies of the same free of cost to the Engineer for his information and/ or approval, without meaning thereby the shifting of Contractor's responsibility on the engineer in any way whatsoever.

4.6. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the engineer. Even if such permission be granted, the Contractor shall remain responsible (a) for the acts, defaults and neglect of any sub-contractor, his agents servants or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen, and (b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a "piece rate" basis shall not be deemed to be subletting under this clause.

4.7. Unless otherwise specified, the Contractor shall be deemed to have included in his Tender / Offer all his cost for supplying and providing all constructional plant, temporary work, materials both for temporary and permanent works, labour including supervision thereof transporting to and from the site and in and about the work, including loading, unloading, fencing, watching, lighting, payment of fees. faxes and

duties to the appropriate authorities and other things of every kind required for the construction, erection, completion and maintenance of the work.

4.8. The Contractor shall be solely responsible for the adequacy, stability and safety of all site operations and methods of construction, even if any prior approval thereto has been taken from the Engineer or his Representative. The Contractor shall not be responsible for the correctness of the design or specification of the Temporary and Permanent works formulated by the Engineer; but the contractor shall be fully responsible for the correct implementation thereof as also for any design and specification prepared / proposed / used by the Contractor.

4.9. Whenever required by the Engineer or his Representative, the Contractor shall submit to him the details of his (a) programme for execution of the work, (b) proposed procedure and methods of work, (c) proposed deployment of plant, equipment labour, materials and temporary works. The submission to and/ or any approval by the Engineer or his Representative to any such programme or particulars, shall not relieve the Contractor of any of his obligations under the contract. If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.

4.10. Necessary and adequate supervision shall be provided by the Contractor during execution of the works and as long thereafter as the Engineer or his Representative shall consider necessary during the maintenance period. The Contractor or his competent and authorised agent or representative shall be constantly at site and instructions given to him by the Engineer or his Representative in writing shall be binding upon the Contractor subject to limitation in clause 2.5 hereof. The Contractor shall inform the Engineer or his Representative in writing about such representative/agent of him at site.

4.11. The Contractor shall employ in execution of the Contract only qualified, careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of his staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur, whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.

4.12. The Contractor shall be responsible for the true and proper setting-out of the works in relation to reference points/lines/levels given by the Engineer in writing. The checking of any setting-out or of any alignment or level by the Engineer or his Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and he shall fully provide, protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting-out the works.

4.13. From the commencement of the works till issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part there of shall be made good by the Contractor at his down cost as per instruction and to the satisfaction of the Engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer, shall be recoverable from the Contractor in whatever manner the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Contractor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the Engineer as also for defects/ damages if any caused to the work by the Contractor during such repairs and replacement in the maintenance period.

4.14. The Contractor shall at his own cost protect, support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not, which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/ or to any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract.

4.15. The Contractor shall immediately inform the Engineer's Representative if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees expense as per the instruction of the Engineer's Representative.

4.16. The Contractor shall be deemed to have indemnified the Trustees against all claims, demands, actions and proceedings and all costs arising there from on account of:

(a) Infringement of any patent right, design, trade-mark, or name or other protected right, in connection with the works or temporary work.

(b) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.

(c) Unauthorized obstruction or nuisance caused by the Contractor in respect of Public or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person.

(d) Damage / injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work

(e) Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting contractor's plants and materials.

(f) The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies employed by or with the permission and / or knowledge of the Trustees on or near the site of work.

4.17. Debris and materials, if obtained by demolishing any properly, building or structure in terms of the Contract shall remain the property of the Trustees.

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

(a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.

(b) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.

(c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works, and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.

(d) Making arrangements for deployment of all labourers and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.

(e) Making arrangements in or around the site, as per the requirements of Kolkata Municipal Corporation or other local authority or the Engineer or his Representative, for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.

4.19. Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or in case of Trustee's enlisted Contractor to the address as appearing in the trustee's Register or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or dispatch.

4.20. The Contractor and his sub-contractor or their agents and men and any firm supplying plant, materials, and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing.

4.21. The Contractor shall, at the Trustees' cost to be decided by the Engineer, render all reasonable facilities and Co-operation as per direction of the Engineer or his representative to any other Contractor engaged by the Trustees and their workmen, to the Trustees' own staff and to the men of other Public Body on or near the site of work and in default, the contractor shall be liable to the trustees for any delay or expense incurred by reason of such default.

4.22. The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic.

4.23. All constructional plants, temporary works and materials when brought to the site by the contractor, shall be deemed to be the property of the Trustees who will have a lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer or his Representative.

5. COMMENCEMENT, EXECUTION AND COMPLETION OF WORK

5.1. The contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Contractor's tender / offer by the Trustees o within such preliminary time as mentioned by the contractor in the Form of Tender or the time accepted by the Trustees. The contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representatives, time being deemed the essence of the contract on the part of the Contractor.

5.2. The Contractor shall provide and maintain a suitable office at or near the site, to which the Engineer's Representative may send communications and instructions for use of the Contractor.

5.3. Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the contractor shall not execute the work beyond the working hours observed by the Engineer's Representative and on Sundays and Holidays observed in the trustees system, except in so far as it becomes essential on account of tidal work or for safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any act or neglect on the part of the contractor, then the Engineer or his Representative shall order and the contractor at his own expense shall work by day and by night and on Sundays and Public Holidays. Any failure of the Engineer or his Representative to pass such an order shall not relieve the contractor from any of his obligations. The Engineer's decision in this regard shall be final, binding and conclusive.

5.4. Unless stipulated otherwise in the contract, all materials required for the work shall be procured and supplied by the contractor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the Engineer or his Representative. The engineer shall exercise his sole discretion to accept any such materials.

5.5. Unless stipulated otherwise, in the contract, all materials, workmanship method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the materials and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.

5.6. Samples shall be prepared and submitted for approval of the Engineer or his Representative, whenever required to do so, all at the contractor's cost.

5.7. Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work shall be borne by the contractor.

5.8. Regarding the supply of any materials by the Trustees to the contractor in accordance with the contract, the following conditions shall apply:

(a) The contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative.

(b) Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other then "Excepted Risks", the contractor shall compensate the Trustees' in the manner decided by the Engineer and shall at no stage remove or cause to be removed any such material from the site without his permission.

(c) The Trustees' materials will generally be supplied in stages and in accordance with the rate of progress of work, but, except for grant of suitable extension of completion time of work as decided by the Engineer, the contractor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Contractor shall, however communicate his requirement of such materials to the Engineer from time to time.

(d) Unless stipulated otherwise in the contract, the value of the Trustees' materials issued to the contactor shall be recovered from the Contractor's bills and / any of his other dues. Progressively according to the consumption thereof on the work and / or in the manner decided by the Engineer or his Representative and at the rate / stipulated in the contract. These rates shall only be considered by the contractor in the preparation of his tender / offer and these will form the basis of escalation / variation, if in future the contractor is required to procure and provide any such material on the written order of the Engineer consequent on the Trustees' failure to effect timely supply thereof.

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

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

5.9. The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time – (i) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the Engineer or his Representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and proper re-execution of any work, which in respect of material and workmanship is not in accordance with the contract or the instructions of

the Engineer. The contractor shall comply with such order at his own expense- and within the time specified in the order. If the contractor falls to comply, the Engineer shall be at liberty to dispose and such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days.

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

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

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

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

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

6. TERMS OF PAYMENT:

6.1. No Sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in

Form G.C.2 has been given by the Engineer. On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advances, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.

6.2. All payments shall be made to the Contractor on the basis of measurement of actual work done, as recorded in the Trustees' measurement books and at accepted tendered or at agreed rates, as the case may be except as otherwise provided in the contract and when the Engineer decided any other rate for change in the scope of work or omission, if any, on the part of the Contractor.

6.3. For work of sanctioned tender value more than Rs. 50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made at the discretion of the Engineer or his Representative at intervals deemed suitable and justified by him. Provided always that, subject to execution of work of substantial value in the context of the contract price, the interval of such on account payments shall be decided by the Engineer or his Representative, which shall ordinarily not be less than 1 month in between two payments for on account bill and / or advance.

6.4. Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and / or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the Engineer's Representative in every manner required by him. After the measurements taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a taken of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even other 3 days written notice from the Engineer's Representative the measurement shall be taken ex-part by the Engineer's representative and those shall be accepted by the Contractor.

6.5. Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may, in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable' sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees end., The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amount and recoveries to type out the bill.

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

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

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

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

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

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

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

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

6.7. No Certificate of the Engineer or his Representative shall protect the Contractor against or prevent the Trustees from obtaining repayment from the Contractor, in case the Engineer or his Representative should over certify for payment or the Trustees should over-pay the Contractor on any account.

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

7. VARIATION AND ITS VALUATION:

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

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

a) Increase or decrease the quantity of any work included in the contract.

b) Omit any work included in the contract.

c) Change the Character or quality or kind of any work included in the contract.

d) Change the levels, lines, position and dimensions of any part of the work, and

e) Execute extra and additional work of any kind necessary for completion of the works.

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

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

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

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

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

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

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

8.1. Should the quantum of extra or additional work of any kind or delayed availability of the Trustees' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotions or other special circumstances of any kind beyond the control of the Contractor cause delay in completing the work, the contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work, with or without the imposition of "Liquidated Damaged" Clause (No.8.3hereof) on the Contractor and his decision shall be binding on the contractor. If an extension of completion time is granted by the Engineer, the clause No.8.3 of the Liquidated damage shall apply from its

date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communication by the Engineer, as aforesaid.

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

b) Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation / damage in Sub-Clause (a) of this clause, from any money due or likely to become due to the contractor. The payment or deduction of such compensation / damage shall not relieve the Contractor from his obligation to complete the work or from any of his other obligations / liabilities under the contract and in case of the Contractor's failure and at the absolute discreti9on of the Engineer, the work may be ordered to be completed by some other agency at the risk and expense of the Contractor, after a minimum three days notice in writing has been given to the contractor by the Engineer or his Representative.

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

(i) The Contractor has abandoned the contract.

(ii) In the opinion of the Engineer, either the performance of the Contractor is not satisfactory or the work is not getting completed within the agreed period on account of Contractor's lapses.

(iii) The Contractor has failed to commence the work or has without any lawful excuse under these conditions , has kept the work suspended despite receiving the Engineer's or his Representative's written notice to proceed with the work.

(iv) The Contractor has failed to remove materials from site after receiving from the Engineer or his Representative the written notice stating that the said materials or work are rejected by him .

(v) The Contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.

(vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.

(vii) The Contractor is adjudged insolvent or enters in to composition with his creditors or being a company goes in to liquidation either compulsorily or voluntarily.

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

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

8.3.3 Upon termination of contract, the contractor shall be entitled to receive payment of only 90 % of the value of the work actually done or materials actually supplied by him and

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

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

9. MAINTENANCE AND REFUND OF SECURITY DEPOSIT

9.1. On completion of execution of the work the contractor shall maintain t6he same for a period, as may be specified in the form of a Special Condition of the Contract, from the date mentioned in the initial Completion Certificate in the Form G.C.1. Any defect / fault, which may appear in the work during aforesaid maintenance period, arising, in the sole opinion of the Engineer or his Representative, from materials or workmanship not in accordance with the contract or the instruction of the Engineer or his Representative, shall, upon the written notice of the Engineer or his Representative, be amended and made good by the Contractor at his own cost within seven days of the date of such notice, to the satisfaction of the Engineer or his Representative, failing which the Engineer or his Representative shall have the defects amended and made good through other agency at the Contractor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in manner deemed suitable by the Engineer.

9.2. The Contract shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a final Completion Certificate in from G.C. 2 annexed hereto shall have been signed and issued by the Engineer to the contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working or using thereof by the trustees shall not relive the Contractor of his obligations under the contract for full and final completion of the work.

9.3. On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by submitting to the Engineer (i)The Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his "No further claim" Certificate in from G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in from G.C.2 and within two months of the Engineer's recommendation, the Trustees shall refund the balance due against the Security Deposit to the Contractor, after making deduction there from in respect of any sum due to the Trustees from the Contractor.

10. INTERPRETATION OF CONTRACT DOCUMENTS , DISPUTES & ARBITRATION

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

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

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

10.3. If , however , the contractor be still dissatisfied with the decision of the Chairman , he shall, within 15 days after receiving notice of such decision required that within 60 days from his written notice , the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act , l940 or any statutory modification thereof .

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

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

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

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

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

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

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

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

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

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

(b) The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the

date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.

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

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

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

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

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF AGREEMENT

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

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

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

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

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

(a) The said Tender / Offer & the acceptance of the Tender / Offer

(b) The General Conditions of Contract

(c) The Special Conditions of Contract

(d) Special Conditions of Contract (if any)

(e) The Conditions of Tender

(f) The Specifications

(g) The Bill of quantities

(h) The Trustees Schedule of Rates and Prices (if any).

(i) All correspondence by which, the contract is added, amended, varied or modified in any way by mutual consent.

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

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

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

The Seal of .....

…….....…….....

...

……

…

Was hereunto affixed in the presence of:

Name

……..

Address

……...

…….....

Or

SIGNED, SEALED AND DELIVERED

By the said …….....

In the presence of:

Name
……..

Address:
……

……
…

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

Name……

Address: ……...

KOLKATA PORT TURST

FORM G.C.1

Contract ……...

Address ……

……

Date of Completion ……....

Dear Sir/s,

This is to certify that the following works viz.

Name of the Work……

Estimate Number E.E.O ……dt ……..

C.E.O ……dt ……..

Work Order Number ……

Allocation…… ….

Contract Number ……..

which was carried out by you is in the opinion of the undersigned completing in every respect on the ……. Day of ……..20…… in accordance with the terms of the Contract and you are required to maintain the work in

accordance with clause 62 of the General Conditions of Contract and under the provisions of the Contract for a period of ……. days /weeks / months / years.

From the …….. day of …….…….. 20 ……
to the ……...…… day of …….….. 20 ……

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

Name……...……

Designation…….

Office Seal

c.c. to The Deputy Chief Engineer ( )
The Deputy Manager ( )
Financial Adviser & Chief Accounts Officer/
Manager (Finance), Haldia Dock Complex.

KOLKATA PORT TURST

FORM G.C.2

The Financial Adviser & Chief Accounts Officer.

The Manager (finance), Haldia Dock Complex.

CERTIFICATE OF FINAL COMPLETION
This is to certify that the following works viz.

Name of work ……

Estimate No. E.E.O.. …… dt ……

C.E.O. …….dt ……

Work Order No …….… dt ……

Allocation ……

Contract No…….

Resoln. No & Meeting No : ……

Allocation

……

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

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

Name……

Designation…….

Office Seal

KOLKATA PORT TRUST

FORM G.C.3

('No Claim' Certificate From Contractor)

The Engineer
Kolkata Port Trust
Kolkata / Haldia

(Attn ……..)

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

Dear Sir,

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

Name of Work ……

Work Order No …… dt ……

Allocation……
…

Contract No.
……
….

Agreement No

……...…….dt…….….and I/We have no

further claim against Kolkata Port Trust in respect of the above mentioned job.

Yours faithfully,

(Signature of Contractor)

Date …….……

Name of Contractor ……..……

Address …….……

…….
(Official Seal of the Contractor)

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

To

The Board of Trustees

for the Port of Kolkata.

BANK GUARANTEE NO……DATE……

Name of issuing Bank……

Name of Branch…….

Address……..

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

(hereinafter referred to as "The Contractor") from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for …… …… …… … …… (write the name of the work as per Work Order) in terms of the Work order No …..… ……. dated……..(hereinafter referred to as "The Contractor"), from cash payment of Security Deposit/Payment of Security Deposit through deduction from the Contractor's bills under the terms and conditions of a contract made between the Trustees and the Contractor for ……..(write the name of the work as per Work Order) in terms of the Work Order No……dated…….(.hereinafter referred to as the said contract) for the due fulfillment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs …… …… …… … (Rupees …… …… …… …… …… ……) we,…….Branch, Kolkata……..……/ Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honoring 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 same so demanded to the Trustees within a week from the date such demand by an A/c. Payee Banker's Cheque drawn in favour of 'KolkataPort Trust', without any demur . Even if there any dispute between the Contractor and the Trustees , this would be no ground for us, ……..(Name of Bank),……..…..…..Branch Kolkata……/Haldia to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We, …… …… …… …… ……Branch,Kolkata …… /Haldia, decline or fail or neglect to honour the Bank Guaranteed in the manner aforesaid shall constitute sufficient

reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

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

3. We, ……. Branch, Kolkata …… /Haldia, further agree that the Bank Guaranteed herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that is shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid up to and inclusive of …….day of ……..19……and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6(six) calendar months from the expiry of the aforesaid validity period up to ……. Or any extension thereof made by us, ……..Branch, Kolkata ……../Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required / determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

4. We, …… …… …… Branch, Kolkata ……. /Haldia, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said contract or to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the contractor or to postpone

for any time or from time to time any of the powers exercisable by the Trustees against the contractor and to forebear or enforce any of terms and conditions relating to the said contract and We, …….. Branch, Kolkata ……../Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us,……Branch, Kolkata……./Haldia.

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

SIGNATURE……..……

NAME……

DESIGNATION……..……

(Duly constituted attorney for and on behalf of)

BANK……

BRANCH……...……

Kolkata……./HALDIA.

(OFFICIAL SEAL OF THE BANK)

ADDENDUM

Modification of clause no.3.4 of GCC as sanctioned vide Reso. No.210 by the Board of Trustees for the Port of Kolkata in the 13th Meeting held on 26.02.2013.

i. **Earnest Money :** Earnest money deposit @ 2% of the estimated cost will be applicable for works / service / O&M contract only and not for procurement contract for which existing system as mentioned in the GCC should be followed.

ii. **There will be no minimum ceiling of Earnest Money** which will be @ 2% of estimated cost of projects upto Rs.10 crore. EMD of project estimated above Rs.10 crore will be Rs.20 lakh + 1% of estimated cost by which it exceeds Rs.10 crore.

iii. **Upto Rs.10 lakh Earnest Money** will be accepted by Banker's cheque / Demand Draft / Pay order. EMD beyond Rs.10 lakh may be accepted in the form of Bank Guarantee issued by an Indian Nationalized / Scheduled Bank.

iv. **Refund of Earnest money** to other than L-1 bidders will be made within 2 month of opening of bid or on finalization / acceptance of tender, whichever is earlier.

Annexure-N

Format For Power Of Attorney For Signing Of Tender

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

Dated: _____

POWER OF ATTORNEY

To whomsoever it may concern

Mr. _____ [Name of the Person(s)], residing at _____[Address of the person(s)], acting as_____ (Designation of the person and name of the firm), and whose signature is attested below, is hereby authorized on behalf of _____

[Name of the Tenderer] to sign the tender [(Tender No. ……..and (Tender subject- "……")] and submit the same and is hereby further authorized to provide relevant information/ document and respond to the enquiry's etc. as may be required by Kolkata Port Trust (KoPT) in respect of the tender.

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

(Attested signature of Mr. _____)

For _____(Name of the Tenderer with Seal)

ANNEXURE - O

OPTION FOR WHICH TENDER HAS BEEN SUBMITTED

Option 1: Only for one (1) Road Weighbridge:

Option 2: Only for one (1) Rail Weighbridge:

Option 3: For one (1) Road Weighbridge and one (1) Rail Weighbridge:

Note:

(i) Please put "x" mark by the side of the option for which tender has been submitted.

(ii) A tenderer is eligible to participate only for any one of the above mentioned three (3) **options.**

Signature of Tenderer…….

Name: ……..

Designation: ……

Date : ……..

Seal :…….

ANNEXURE- P

DETAILS OF PAYMENT OF EARNEST MONEY AND TENDER DOCUMENT COST

Item of Payment	**Amount (in Rs)**	**DD/Bankers Cheque No.**
Tender Document Cost		
Earnest Money		

Signature of Tenderer…….

Name: ……..

Designation: ……

Date : ……..

Seal

ANNEXURE-Q

DETAILS OF ELIGIBLE EXPERIENCE

IN CASE THE TENDERER IS A MANUFACTURER

The details of eligible experience may be given as per the following table duly substantiated by the documentary evidences as mentioned below

Table 1

Details of supply of Rail Weighbridge during last 7 years ending on 30.06.2018

Sl. No	Contract Reference No and the name of the organization who placed the order	No. of weighbridges supplied	Date of completion of supply	Details of work Completion Certificate

Table 2

Details of supply of Road Weighbridge during last 7 years ending on 30.06.2018

Sl. No	Contract Reference No and the name of the organization who placed the order	No. of weighbridges supplied	Date of completion of supply	Details of work Completion Certificate

Note:

(i) The tenderer shall provide details as per table 1 if the tender is submitted for supply, installation, operation and maintenance of the 1 Rail weighbridge (Option 2 of ANNEXURE-T).

(ii) The tenderer shall provide details as per table 2 if the tender is submitted for supply, installation, operation and maintenance of the 2 Road weighbridges (Option 1 of ANNEXURE- T).

(iii) The tenderer shall provide details as per table 1 and table 2 both if the tender is submitted for supply, installation, operation and maintenance of both the 1 Rail and 1 Road Weighbridges (Option 3 of ANNEXURE-T) .

(iv) The tenderer shall submit copies of all Work Orders and Work Completion Certificate to substantiate the details given above along with his Techno-Commercial Bid

Signature of Tenderer…….

Name: ……..

Designation: ……

Date : ……..

Seal

CERTIFIED BY

Name of Chartered Accountant Firm …….

Registration No. & other details …….

Name of the Signatory ……..

Signature …….

Designation ……..

Date

ANNEXURE-R

DETAILS OF ELIGIBLE EXPERIENCE

IN CASE THE TENDERER IS HAVING OPERATION & MAINTENANCE EXPERIENCE

The details of eligible experience may be given as per the following table duly substantiated by the documentary evidences as mentioned below

Table 1

Details of past Operation & Maintenance Experience of Rail Weighbridge during last 7 years ending on 30.06.2018

Sl. No	Contract Reference No and the name of the organization who placed the order	Total Contract Value of the Work Order	Whether the contract has been completed.	Date of Comple-tion	Details of Work completion certificate

Table 2

Details of past Operation & Maintenance Experience of Road Weighbridge during last 7 years ending on 30.06.2018

Sl. No	Contract Reference No and the name of the organization who placed the order	Total Contract Value of the Work Order	Whether the contract has been completed.	Date of Comple-tion	Details of Work completion certificate

Note:

(i) The tenderer shall provide details as per table 1 if the tender is submitted for supply, installation, operation and maintenance of the 1 Rail weighbridge (Option 2 of ANNEXURE-T)

(ii) The tenderer shall provide details as per table 2 if the tender is submitted for supply, installation, operation and maintenance of the 1 Road weighbridge (Option 1 of ANNEXURE-T)

(iii) The tenderer shall provide details as per table 1 and table 2 both if the tender is submitted for supply, installation, operation and maintenance of both the 1 Rail and 1 Road Weighbridges (Option 3 of ANNEXURE-T) .

(iv) The tenderer shall submit copies of all Work Orders and Work Completion Certificate to substantiate the details given above along with his Techno-Commercial Bid

Signature of TEnderer…….

Name: ……..

Designation: ……

Date : ……..

Seal

CERTIFIED BY

Name of Chartered Accountant Firm …….

Registration No. & other details …….

Name of the Signatory ……..

Signature …….

Designation ……..

Date

ANNEXURE-S

Details of Financial Capability of the Tenderer

(In Rs.)

Annual Financial Turn Over (Average of last 3 years)

Signature of Tenderer…….

Name: ……..

Designation: ……

Date : ……..

Seal

CERTIFIED BY

Name of Chartered Accountant Firm …….

Registration No. & other details ……

Name of the Signatory ……..

Signature …….

Designation ……..

Date

ANNEXURE-T

TENTATIVE DETAILS OF THE WEIGHBRIDGE(S) AND OTHER INFRASTRUCTURE PROPOSED TO BE SUPPLIED, INSTALLED, OPERATED AND MAINTAINED

a) Make of the Weighbridge(s) proposed:

(i) Rail:

(ii) Road:

b) The Organizations where the "make" of the proposed weighbridge(s) are in use:

(i) Rail:

(ii) Road:

c) Details of other infrastructure to be provided:

(i) Rail:

1) Capacity :
2) Least count :
3) Platform size :
4) Type of weighbridge :
5) Type of platform :
6) No. of load cells :
7) Type of load cells :
8) Type of Weighment periphery :
9) Type of weighment Ticket :
10) Type of display indicator :
11) size of cabin :

Note: Please provide above details for only Rail/only Road/ Both Rail & Road depending on the preferred option of the tenderer

d) Layout Plan **:**

1a) Please attach Layout plan with brief design and drawing :

Signature of Tenderer…….

Name: ……..

Designation: ……

Date : ……..

Seal

ANNEXURE- U

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.1 There shall be compulsory registration of Indian agents of foreign suppliers for all Tender. An agent who is not registered with KoPT shall apply for registration in the prescribed Application – Form.

1.2 Registered agents will file an authenticated Photostat copy (duly attested by a Notary Public) / Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission / remuneration / salary / retainer ship being paid by the principal to the agent before the placement of order by KoPT.

1.3 Wherever the Indian representatives have communicated on behalf of their principals and 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 **Bidders of Foreign nationality shall furnish the following details in their offer:**

2.1.1 The name and address of the agents / representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent / representative be a foreign Company, it is to be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission / remuneration included in the quoted price(s) for such agents / representatives in India.

2.1.3 Confirmation of the Bidder that the commission / remuneration if any, payable to his agents / representatives in India, is to be paid by KoPT in Indian Rupees only.

2.2 **Bidders 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 agent of manufacturer holding the Letter of 59 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 bidder for himself.

2.2.3 Confirmation of the foreign principals of the Bidder that the commission / remuneration, if any, reserved for the Bidder in the quoted price (s), is paid by KoPT in India in equivalent Indian Rupees.

2.2.4 In either case, 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.

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