



KOLKATA PORT TRUST

KOLKATA DOCK SYSTEM

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

TENDER DOCUMENT

**Engagement of Consultant for Project Management Consultancy for
Renovation of Bascule Bridge at Kolkata Dock System, Kolkata Port Trust.**

Notice Inviting Global e-Tender No.: KoPT/KDS/Mech/C/ADV/514 dated 05.02.2019

Site Inspection: 19.02.2019 at 10.30 hrs.

Pre-bid Meeting: 19.02.2019 at 15:00 hrs.

Starting date of submission of Tender: 27.02.2019 from 14.00 hrs.

Closing date of submission of Tender: 11.03.2019 by 14:00 hrs.

Date of opening of Techno-commercial bid: 12.03.2019 at 15:00 hrs.

Tender Fee: Rs.2950/- (Non-refundable)

Chief Mechanical Engineer

KOLKATA PORT TRUST
KOLKATA DOCK SYSTEM

**Global e-Tender for Engagement of Consultant for Project Management Consultancy for
Renovation of Bascule Bridge at Kolkata Dock System, Kolkata Port Trust**

Notice Inviting Global e-Tender No. KoPT/KDS/Mech/C/ADV/514 dated 05.02.2019

NOTICE INVITING TENDER

Mechanical and Electrical Engineering Department of Kolkata Port Trust invites global e-tender for Engagement of Consultant for Project Management Consultancy for Renovation of Bascule Bridge at Kolkata Port Trust 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 website / portal only.

Work Title	Engagement of Consultant for Project Management Consultancy for Renovation of Bascule Bridge at Kolkata Dock System, Kolkata Port Trust.
Tender Inviting Authority	Chief Mechanical Engineer.
NIT No.	KoPT/KDS/Mech/C/ADV/514 dated 05.02.2019
Mode of Tender	e-Procurement System (Online Part I – Techno-commercial Bid and Part II - Price Bid) through CPP Portal . The intending bidders are required to submit their offers electronically through NIC’s CPP Portal for e-Procurement (GePNIC). No physical tender is acceptable by Kolkata Port Trust.
Date of NIT available to parties to download	From 18.00 hrs. on 05.02.2019.
Estimated Value of Tender	Rs.6,57,75,451/- plus GST, as applicable.
Earnest Money Deposit	Rs.13,15,509/- out of which Rs.10,00,000/- would be accepted in the form of Banker’s Cheque or Pay Order or Demand Draft, drawn in favour of “Kolkata Port Trust”, issued from a Nationalized Bank in India, having Branch at Kolkata and rest of Rs.3,15,509/- would be accepted in the form of Bank Guarantee, issued from any Nationalized Bank in India.
Cost of Tender Document	Rs.2,950/- including GST @18%, to be submitted in the form of Banker’s Cheque or Pay Order or Demand Draft drawn in favour of “Kolkata Port Trust”, issued from any Nationalized Bank in India having branch in Kolkata,
Site Inspection	On 19.02.2019 at 10.30 hrs.
Pre-bid Meeting	On 19.02.2019 at 15.00 hrs.

Last date of submission of Tender Document Fee and Earnest Money	To be deposited at Mechanical and 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.	27.02.2019 from 14.00 hrs.
Date of closing of online submission of Bid (Techno-commercial Bid and Price Bid).	11.03.2019 by 14:00 hrs.
Date and time of opening of Part-I (i.e. Techno-commercial Bid after confirmation of submission of Tender Document Fee and Earnest Money Deposit).	12.03.2019 at 15:00 hrs.
Date and time of opening of Price Bid (Part-II).	To be informed separately by letter or email or over telephone.

- Online global tenders through NIC's CPP Portal for e-Procurement (GePNIC) Mode are invited by 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 18.00 hrs. On 05.02.2019 to 14.00 hrs. On 11.03.2019 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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INSTRUCTION TO TENDERERS

Notice Inviting Global e-Tender No.: KoPT/KDS/Mech/C/ADV/514 dated 05.02.2019

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

1.	<p>Online global tenders through NIC's CPP Portal for e-Procurement (GePNIC) mode are invited by Kolkata Port Trust for executing the work.</p> <p>The tender document through NIC's CPP Portal for e-Procurement (GePNIC) is open 18.00 hrs. on 05.02.2019 to 14.00 hrs. on 11.03.2019 and can be downloaded from the official website of KoPT and through NIC's CPP Portal for e-Procurement (GePNIC).</p> <p>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 Banker's Cheque/DD/Pay Order instrument towards the cost of EMD and Bid Document set, as proof of payment towards EMD and cost of Bid Document, while submitting the tender electronically in the NIC's CPP Portal for e-Procurement (GePNIC). The tender offer shall have to be submitted by the Tenderer only through NIC's CPP Portal for e-procurement (GePNIC) mode as explained in the tender document.</p>
2.	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at https://eprocure.gov.in/eprocure/app</p> <p>(A). Part – I (Techno-Commercial Bid): Would be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness the opening of Techno-commercial Bid electronically.</p> <p>(B) Part – II (Price Bid): Would be opened electronically of only those bidder(s) whose Part – I (Techno-Commercial Bid) are acceptable by KoPT. Such bidder(s) will be intimated the date of opening of Part II (Price bid) through valid e-mail confirmed by them.</p> <p>The tenderers are advised to offer their best possible rates. Bidders are requested to submit their most competitive prices while submitting the price bid.</p>
3.	All entries in the tender should be entered in online Technical and Commercial Formats without any ambiguity.
4.	<p>In case of any clarification, please contact KoPT (before the scheduled time of the e- tender).</p> <p><u>Contact persons of KoPT.:</u></p> <p>1. S.Mitra Dy. Chief Mechanical Engineer Mobile No. 09674720040 souravmitra@kolkataporttrust.gov.in</p>

	<p>2. S. Roy Superintending Engineer Mobile No. 9674720087 subrataroy@kolkataporttrust.gov.in</p> <p>3.A.K.Das Executive Engineer Mobile No. 09674720090 akdas@ kolkataporttrust.gov.in</p>
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.	<p>(a). The process involves Electronic Bidding for submission of Tender Document Fee and EMD, Techno-commercial Bid as well as Price Bid.</p> <p>(b). The e-tender floor shall remain open from the pre-announced date and time and for as much duration as mentioned above.</p> <p>(c). All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as valid bid if it fulfills all the terms and conditions of the Tender Document.</p> <p>(d). It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>(e). KoPT reserves the right to cancel or reject or accept or withdraw the tender in full or part as the case may be, without assigning any reason thereof.</p> <p>(f). No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms and conditions for the tender.</p> <p>(g). Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted in Indian Rupee Currency as per UOM indicated in the e-tender floor/tender document.</p>
8.	The e-tender shall be governed by the terms and conditions mentioned therein.
9.	No deviation from the technical and commercial terms and conditions are allowed.
10.	The tender shall not be extended under any situation, after the due date of submission of tender is over.
11.	The bidders 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)

TERMS AND CONDITIONS OF TENDER

Notice Inviting Global e-Tender No.: KoPT/KDS/Mech/C/ADV/514 dated 05.02.2019

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

1. Pre-qualification (experience and financial) Criteria of the Tenderer for consideration of technical evaluation: The Tenderers shall satisfy the following:-

(i). Must have the experience in providing engineering consultancy service, having successfully completed similar works during last 7 (seven) years ending on last day of month, previous to the one in which applications are invited shall satisfy any of the following conditions:-

(a). Three similar completed works each costing not less than 40% of the estimated cost.

Or

(b). Two similar completed works each costing not less than 50% of the estimated cost.

Or

(c). One similar completed work costing not less than 80% of the estimated cost.

Here, “**similar work**” would be defined to be work experience in design / construction scheme / refurbishment scheme/ consultancy works of Movable Bridge. In this case, experience of the tenderer or his Associate(s) or tenderer having tie up/agreement with any firm having the requisite experience, would be considered for pre-qualification.

(ii). Average annual financial turnover of the Tenderer himself during the last three years ending 31st March, 2018 or 31st December, 2018 as the case may be, should be at least 30% of the total estimated cost.

In case annual financial turnover and value of executed contract is in currency other than Indian Rupee Currency, the same would be converted into Indian Rupee Currency as per conversion rate on the date of opening of Price Bid.

(iii). Copy of the last three years Audited Balance Sheet and Profit and Loss Account of the tenderer are to be furnished.

(iv). Claims for fulfilling the above criteria must be adequately supported by appropriate documents i.e. Work Order, Performance Certificate from Clients, Audited Balance Sheet including Audit Reports and Profit and Loss Account for last 3 years. In case of Joint Venture bids, all parties must submit the above documents.

(v). Any foreign agency can also participate by making a Consortium/Joint Venture with some Indian Firms fulfilling the TERMS AND CONDITIONS OF TENDER of the Tender Document.

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

A. The following are required to be submitted offline under cover of an envelope marking “Tender Fees” and “EMD” mentioning the e-tender number on it.

- a) Demand Draft/Banker’s Cheque/Pay Order in original, for Rs. 2,950/- (Rupees Two Thousand Nine Hundred Fifty only) towards cost of Tender Document.
- b) Demand Draft/Banker’s Cheque/Pay Order in original, for Rs.10,00,000/- drawn in favour of “Kolkata Port Trust”, issued from a Nationalized Bank in India, having Branch at Kolkata and rest of Rs.3,15,509/- in the form of Bank Guarantee, issued from any Nationalized Bank in India towards Earnest Money Deposit.

B. The following documents are required to be submitted online

- a) Scanned copy of Undertaking of the tenderer to be submitted as per enclosed Proforma at ANNEXE-G, in lieu of submission of signed copies of the Tender document in full.
- b) Scanned copies of Tender Fees and Earnest Money Deposit.
- c) Scanned copies of Audited Balance Sheet and Profit and Loss Account for the last three financial years ending 31st March, 2018 or 31st December, 2018 as the case may be.
- d). Scanned copies of Self attested documentary evidence of successful completion of similar work as proof of fulfilling the Pre-qualification Criteria of the tender.
- e). Scanned Copy of self attested valid GST Registration Certificate.
- f). Scanned copy of Self Attested Valid Professional Tax Clearance Certificate / up to date tax payment challan, if applicable.
- g). Scanned copy of self attested valid Trade License/ Registration.
- h). Scanned copy of self attested PAN Card issued from Income Tax Department.
- i). Scanned copies of Income Tax Return of last 3 years ending 31st March, 2018 or 31st December, 2018.
- j). Scanned copy of Statement to confirm the status of the Tenderer – whether a Partnership Firm, Company or Proprietorship Firm. If demanded by Kolkata Port Trust, the tenderer would be bound to furnish necessary documents in support of their statement in this regard.

k). Scanned copies of details of registration under ESI Act:

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

l). Scanned copies of details of registration under EPF Act:

All intending tenderers shall have to furnish the details of EPF Registration, failing which their tender/offer would be liable to be cancelled. Documentary evidences in support of non-applicability of registration under EPF Act shall have to be furnished.

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

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

o). Scanned copy of Integrity Pact. All intending bidder shall have to enter into an Integrity Pact with Kolkata Port Trust, to be submitted on Non Judicial Stamp Paper of worth Rs.50/-, as per format enclosed at ANNEXE-E and relevant guidelines at ANNEXE-F.

p). In case of Joint Venture / Consortium, all members have to submit documents as per (a) to (o).

q). Details in respect of background of the bidder(s) past experience, key personnel, certificates from clients in respect of assignments executed in past, current assignments, CVs of key personnel and details of associate(s) likely to be involved in executing this assignment. The client's certificate in respect of assignments executed in the past and current assignments in progress should be in English language only, along with the authenticated signature and seal of the client only.

r). Details in respect of proposed approach and methodology, team composition.

s). Proposed indicative work programme for the execution of the services, illustrated with bar chart of activities. The composition of the team, the assigned tasks and their timing should be brought out clearly using bar charts and flow diagrams.

t). Manning schedule to be provided for the service, supported by bar diagrams showing the time proposed for each key professional staff.

3. In case the tender is submitted in joint venture/consortium, the Bidder shall submit the following confirmation along with their offer submitted for this tender.

(i). All joint venture agreements/consortium agreements, technical collaboration agreement shall ensure that all parties of the joint venture/consortium are individually and jointly responsible for the tender conditions and such agreements are legally valid.

(ii). Joint venture/consortium should be in the nature of legally acceptable agreements and such agreements should be notarized.

(iii). Such joint venture/consortium agreement should contain explicitly the scope and responsibilities of all the partners in the joint venture/consortium in terms of financial and technical commitments/contribution. The JV/consortium should be equally, severally and jointly responsible.

(iv). One of the members of the consortium shall be authorized as being in-charge (Lead Member), and this authorization shall be evidenced by a power of attorney duly signed by the authorized signatories of the consortium Members as per the format enclosed in the Tender Document at **ANNEXE-M**.

(v). The validity of the joint venture/consortium agreement entered upon on the award of Letter of Acceptance (LOA) by the port should continue for entire period of contract as specified in the tender. All such agreements shall be irrevocable for the above periods.

(vi). Firms with at least 26% equity holding each shall be allowed to jointly meet the eligibility criteria.

(vii). Where the bidder is a consortium the average annual financial turnover of the individual members forming the consortium shall be submitted.

(viii). The purchaser of the tender document must be a member of the consortium submitting the tender.

(ix). It is clarified that an unsuccessful bidder or JV/Consortium shall not be permitted to join a successful JV/Consortium whose bid is accepted at a later date.

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

3.1. FURTHER CONDITIONS FOR JV/CONSORTIUM:

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

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

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

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

(bb) Subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis ; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb).

(i) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; OR

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

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

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

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

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

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

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

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

The Tenderer(s) shall have valid documents as listed in various clauses of this tender document including those given above and submit the same in the manner as stipulated.

3.2. Technical and Financial Capability:

The tenderer (whether a single entity or a consortium) must satisfy the Pre-qualification Criteria of the tender, as stipulated at Clause No.1 under the TERMS AND CONDITIONS OF TENDER.

3.3. Assessment of eligibility:

- 3.3.1 In case of a Consortium, the combined Technical and Financial Capability of those members who have and shall have an equity share of at least 26% (twenty six per cent) each in the Special Purpose Vehicle (or SPV) as explained in this tender document, should satisfy the above conditions of eligibility, provided that each such member shall, for a period of 2 (two) years from the date of commercial operation of the contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPV.
- 3.3.2 The entity claiming the capability should have held, in the company owning the eligibility, a minimum of 26% equity during the entire period for which the eligible experience is being claimed.
- 3.3.3 Experience of any activity relating to an eligible activity shall not be claimed by more than one member of a consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
- 3.3.4 The Tenderer shall submit a Power of Attorney as per format given at Annexure-S, authorizing the signatory of the Tenderer to submit the tender.
- 3.3.5 Where the 'Successful Tenderer' is a 'Consortium', it shall be required to form an appropriate 'Special Purpose Vehicle' or SPV, incorporated under the Indian Companies Act 1956, to execute the Contract Agreement and execute the contract. It shall, in addition to forming the SPV, comply with the following additional requirements:
 - a) Members of the Consortium shall nominate one member as the 'Lead Member' who shall have an equity share holding of at least 26% of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at **ANNEXE- M**, signed by all the other members of the Consortium;
 - b) The Tender shall contain the information required for each member of the Consortium as per **ANNEXE-B**.
 - c) The Tenderer shall include a brief description of the roles and responsibilities of individual members of the consortium, particularly with reference to technical and financial obligations, as per **ANNEXE-N** and **ANNEXE- O**.
 - d) An individual (single entity) Tenderer participating in the instant tender shall not be a member of any other Consortium participating in the instant tender; further, a member of a particular Consortium shall neither submit any tender individually nor shall be a member of any other Consortium participating in the instant tender;
 - e) Members of the Consortium shall enter into a binding Joint Bidding Agreement (JBA) (substantiated in the form specified at Annexure-W, for the purpose of submitting Tender. The JBA, to be submitted along with the Tender, shall, inter alia:
 - i. Convey the intent to form an SPV with shareholding / ownership equity commitment(s) in accordance with this tender, which would enter into the Contract Agreement and subsequently perform all

- the obligations of KoPT in terms of the said agreement, in case the Contract is awarded to the Consortium;
- ii. Clearly outline the proposed roles and responsibilities, if any, of each member;
Commit the minimum equity stake to be held by each member;
 - iii. Commit the minimum equity stake to be held by each member;
 - iv. Commit that each of the members, whose experience will be evaluated for the purposes of this Tender, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 2 (two) years from the date of commencement of dredging operation under the contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV;
 - v. Members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the completion of two years from the date of commencement of the contract and
 - vi. Include a statement to the effect that all members of the Consortium shall be liable and responsible jointly and severally for all obligations of KoPT in relation to the contract throughout the contract period.
 - vii. Except as provided under the Tender Document, including its Addendum, if any, there shall not be any amendment to the said JBA without the prior written consent of KoPT.

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

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

3.3.8. In computing the Technical Capability and Financial Capacity of the Tenderer/Consortium Members, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.

Note: For purposes of this Tender, 'Associate' means, in relation to the tenderer/Consortium Member, a person who controls, is controlled by, or is under the common control with such Tenderer/Consortium Member. As used in this definition, the expression 'control' means, with respect to a person which is a

company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

3.4. Change in composition of the Consortium:

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

- a) The reason for such change with proof, if applicable, shall be submitted along with the application. Request for change without any valid reason will not be entertained by KoPT.
- b) The Lead Member continues to be the Lead Member of the Consortium;
- c) (i) In case of substitution, the substitute is at least equal, in terms of Technical & Financial Capability, to the Consortium Member who is sought to be substituted. In this regard, documents shall have to be furnished to establish that the proposed member is in possession of experience and having financial health at least equal to that of the substituted member during the period as stipulated in the pre-qualification criteria of the tender. (ii). In case of removal of any member without substitution, the remaining member(s) shall fulfill the pre-qualification criteria of the tender. (iii). In case of induction of any additional member(s), documents shall have to be furnished to establish experience and financial health of the proposed additional member.
- d) The new Member(s) expressly adopt(s) the Tender already made on behalf of the Consortium as if it/they were a party to it originally, and is/are neither a Tenderer/Member/Associate of any other Consortium participating in this tender nor a single entity having participated in this tender.

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

KoPT reserves the right to reject any tender if:

- (a). At any time, a material misrepresentation is made or uncovered, **OR**
- (b). The Tenderer does not provide, within the time specified by KoPT, the supplemental information sought by KoPT for evaluation of the Tenderer.

(c). The Non compliance of the pre conditions as per NIT by the change in composition of the Consortium

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

4. All the documents as mentioned here-in-before shall have to be UPLOADED 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.

5. 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.

6. 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.

7. 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.

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

9. 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.

10. 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 Kolkata Port Trust 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 Kolkata Port Trust’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 Kolkata Port Trust’s terms and conditions shall render such offer unacceptable to Kolkata Port Trust. 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. The tenderers, however, before the Pre-bid meeting, can submit in the form of letters their doubt or ambiguity as to the meaning of any portion of the tender document and can sought for further information, if any is required.

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

12. The supplier/service Provider agrees to comply with all applicable GST Laws, including GST acts, rules, regulations, procedures, circulars and interaction there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST Laws are timely uploaded in GSTN. In case there is any mismatch between the uploaded in GSTN by supplier/service provider and details available with Kolkata Port Trust, then payment to supplier/service provider to the extent of GST relating to the invoice/s under mismatch may be retained from due payment till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to Kolkata Port Trust'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.

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

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

15. 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.

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

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.2,950/- (Rupees Two Thousand Nine Hundred Fifty only) including GST @18% is to be submitted offline by 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 e-Tender.

21. **Earnest Money:-** Rs.13,15,509/- out of which Rs.10,00,000/- would be accepted in the form of Banker's Cheque or Pay Order or Demand Draft, drawn in favour of "Kolkata Port Trust", issued from a Nationalized Bank in India, having Branch at Kolkata and rest of Rs.3,15,509/- would be accepted in the form of Bank Guarantee, issued from any Nationalized Bank in India. In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court. The Bank Guarantee shall remain valid for a period of 6 (six) months from the scheduled date of opening of Part-I of the bid with a further claim period of 1(one) month. EMD is to be submitted 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 Bid of the e-Tender.

Earnest Money of unsuccessful bidders would be refunded without any interest within 2 (two) 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 lowest bidder. EMD of lowest bidder will only be en-cashed. If Price bid cannot be opened for any reason before expiry date of Earnest Money instrument, the bidder would be requested to extend the validity of the EMD instrument within the validity period of the offer, failing which the EMD instrument would be en-cashed. Tender submitted without EMD shall not be considered and shall be out rightly rejected.

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

22.Evaluation criteria:

For the purpose of qualification, the bidders shall have to satisfy the minimum Pre-qualification (experience and financial) Criteria as mentioned here-in-above. The details/documentary evidences under the Notice Inviting Tender, Instructions to Tenderes and Terms and Conditions of Tender, shall have to be furnished. The bidders, who would qualify the minimum eligibility criteria as per the Pre-qualification Criteria under the Terms and Conditions of Tender of the Tender Document, would only be considered for evaluation of technical and financial proposal. In case of consortium, evaluation would be done in the same line on the combined experience of the consortium members. A three

stage procedure would be adopted in evaluating the proposal viz. a technical evaluation, a financial evaluation and a combined evaluation of technical and financial evaluation for arriving at the Evaluated Bid Score. The technical evaluation would be carried out prior to opening of financial proposal. The weightage assigned to the Technical Proposal (Techno-commercial Bid) is 80% and that of for the Financial Proposal (Price Bid) is 20%.

I. Technical Proposal (Techno-commercial Bid) evaluation- Stage-I.

On each of the parameters under the technical score, the bidder would be required to achieve a minimum score of 60% of the technical score assigned to that parameter, so as to get included in the computation of the total technical score of the bidder but the bidder shall have to secure a minimum total technical score of 70, out of the maximum achievable technical score of 100 points, to get qualified for opening their financial proposal. In other words, the bidder who would secure a minimum total technical score of 70 points out of 100 points would be declared as qualified for opening their financial proposal.

The Tender Committee as appointed by the Employer shall carry out the evaluation by applying the evaluation criteria and point systems as specified below:

II. Scoring criteria to be adopted for evaluation of technical proposal shall be as follows:

Sl. No.	Parameter	Maximum Mark	Criteria
1.	Relevant experience of the bidder	40	60% of the maximum mark would be awarded for one eligible assignment as per pre-qualification (experience and financial) Criteria of the Tender and 40%** of the Maximum mark would be awarded for additional eligible assignment as per the Pre-qualification (experience and financial) Criteria of the tender. One eligible assignment means one completed work worth 80% or two completed works worth 50% each or three completed works worth 40% each of the estimated value of tender.
2.	Proposed methodology and work-plan	5	Evaluation would be done based on quality of methodology and work plan.
3.	Relevant experience of key personnel to be deployed	55	60% of the maximum mark would be awarded to applicant/key-personnel for fulfilling the eligibility criteria of a minimum number of eligible assignment and only the projects exceeding the eligibility criteria shall qualify for scoring the balance 40%** on proportionate basis. However, for assigning score in respect of the size and quality of
a.	Team leader cum Senior Bridge Engineer	13	
b.	Bridge Structural Expert	9	
c.	Bridge Electro-Mechanical Expert	9	

d.	Bridge Engineer -I	4	eligible assignment, all eligible assignment of the applicant/key-personnel shall be considered.
e.	Bridge Engineer -II	4	
f.	Mechanical Engineer	4	
g.	Electrical Engineer	4	
h.	Safety Engineer	4	
i.	Material cum Geotechnical Engineer.	4	
	Grand Total (1+2+3)	100	

**** While awarding marks for the number of eligible projects, the applicant or key- personnel, as the case may be, who has undertaken the highest number of eligible assignments, shall be entitled to a maximum score for the respective category and all other competing applicants or respective key personnel, as the case may be, shall be entitled to a proportionate score.**

Note-1: The values of the projects indicated for the purpose of eligibility criteria shall not be applicable for consideration of the experience of the applicant/key-personnel.

Note-2: The bidder shall submit the required credentials of their key-personnel along with his technical submission i.e., Techno-commercial Bid, for fulfilling the minimum eligibility criteria as specified in the Tender Document.

III. Financial Proposal (Price Bid) evaluation – Stage –II.

Financial Bid (Price bid) shall be opened on a date, to be fixed later and would be intimated to all the eligible bidders. The financial proposals (Price Bids) of bidders, who scored total technical score of 70 points and above, shall be opened. After opening the financial proposals (price bids), the lowest financial proposal (Price Bid i.e. total amount of PART-A and PART-B of BOQ) would be awarded a financial score of 100 points.

IV. Combined evaluation of Technical (Techno-commercial) and Financial Proposal (Price Bid) for Evaluated Bid Score – Stage-III.

In the combined evaluation thereafter, the Tender Committee shall calculate the combined technical and financial scores for each responsive bid, by applying the following formula and declare winner and recommend for approval to the Competent Authority.

$$\text{Combined Bid Score (B)} = \frac{C(\text{low}) \times X}{C} + \frac{T \times (1-X)}{T(\text{high})}$$

Where,

C = Evaluated Bid Price,

C(low) = the lowest of all evaluated bid prices among responsive bids,

T = the total technical score awarded to the bid,

$T(\text{high})$ = the technical score achieved by the bid which scored best among all responsive bids.

X = weightage for the Price as specified in the Bid Document.

\times = multiplication sign.

As an example, say, in a particular case, of selection of consultant, it was decided to have minimum qualifying marks for technical score as 70 (seventy) and the weightage of the technical bids and financial bids as 80:20 (eighty: twenty). The proposals, say, A, B and C were received. The Tender Committee awarded the following marks as under:

A : 75 marks,

B : 80 marks and

C : 90 marks

As the minimum qualifying marks were 70 (seventy), all the three proposals were found to be technically suitable. Using the formula $T/T(\text{high})$, the following technical points were awarded by the Tender Committee:

A : $75/90 = 83$ points

B : $80/90 = 89$ points and

C : $90/90 = 100$ points

The financial proposal of each of the bidders were opened after notifying the date and time of opening of to the successful participants. The Tender Committee examined the financial proposal and found the quoted prices of the bidders as:

A : Rs.120

B : Rs 100 and

C : Rs.110

Using the formula $C(\text{low})/C$, the Tender Committee gave the bidders following points for their financial proposals:

A : $100/120 = 83$ points

B : $100/100 = 100$ points and

C : $100/110 = 91$ points.

In the combined evaluation thereafter, the Tender Committee calculated the combined technical and financial score as under:

Proposal A : $83 \times 0.20 + 83 \times 0.80 = 83$ points,

Proposal B : $100 \times 0.20 + 89 \times 0.80 = 91.2$ points and

Proposal C : $91 \times 0.20 + 100 \times 0.80 = 98.2$ points.

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A : 83 points : H-3

Proposal B : 91.2 points : H-2 and

Proposal C : 98.2 points : H-1

Proposal C with highest combined score at the quoted price of Rs.110 (Rupees One Hundred Ten only) was, therefore, declared as winner and recommended for approval, to the Competent Authority.

BRIEF DESCRIPTION OF THE BRIDGE

A. Introduction

About the Bridge: Since 1966 Kolkata Port Trust operates a moving bridge i.e. Double Leaf Rolling Bascule Bridge on the Circular Garden Reach Road. The bridge was installed to make smooth passage for public transport as well as cargo traffic of Kolkata Port Trust and surrounding industrial Belt. The leaves of the Bridge are opened to make passage for cargo ships connecting two parts of Kidderpore Docks (KPD) called K.P. Dock -I & K.P.Dock-II. This is the most vital cargo evacuation route for Port traffic as well as different Industries & warehouses in the Garden Reach-Metiabruz Region leading to connecting western side of River Hooghly through Vidyasagar Setu. The bridge is also a lifeline for public Transport of vast area of Garden Reach - Metiabruz Region in south and Kolkata main city at East. This Double Leaf Rolling Bascule Bridge was commissioned in November, 1966 by M/s. Waagner-Biro Bridge Systems AG of Austria.

B. Broad technical parameters:

- Span : 2x24 m, Width : 17.2 m, Weight of Steel : 1640 T (2 leaves including counterweights and mechanical installations)
- The bridge is operated electro-mechanically by hydraulic and mechanical gears and rack and pinion arrangement.
- This rack & pinion arrangement connects 4no. Quadrant Girders (2 for each leaf).

SCOPE OF WORK

PART-A:

1. Site study, survey of the bridge and submission of Inception Report.
2. Health assessment of the bridge:
 - (i). Detail distress mapping of existing structure, including the deck system.
 - (ii). Assessment of the RCC structure which includes the minimum following tests:
 - (a). Ultrasonic Pulse Velocity (UPV) at 12 locations,
 - (b). Schmidt Hammer Test at 50 locations,
 - (c). Cover meter to locate rebar at 50 locations,
 - (d). Test on carbonation. Ph and Chloride at 5 locations.
 - (iii). Assessment of the steel structure which includes the minimum following tests,
 - (a). Radiography tests for welds / lamination at minimum 10 meters,
 - (b). Imaging Scanning for crack detection at 12 locations,
 - (c). Tensile test of representative samples, Quantity -1 (Set of 3),
 - (d). Impact test of representative samples, Quantity-1 (Set of 3).
 - (e). Profile measurement using real time kinematic (RTK) instrument at 5 selected points.
 - (f). Vibration (Peak acceleration) measurements at 5 selected points.
 - (g). Potentiometer Test at 5 selected points.
 - (iv). Residual Fatigue Life Assessment considering the present day load,
 - (v). Assessment of total electro-mechanical mechanism including hydraulic systems,
 - (vi). Assessment of the condition of foundation of the bridge based on inspection of exposed part and available design and drawings.
3. Submission of Report based on the condition survey and health assessment of the bridge which would also mention (i). Identification of the components/sub-assemblies/assemblies to be retained considering the current load on the bridge, (ii). Identification of the components / sub-assemblies/assemblies to be replaced considering the current load on the bridge, including providing outline scheme, (iii) Modification /restoration/ up-gradation of components, steel structure etc. in respect of civil and electro-mechanical including hydraulic systems.
4. Submission of scheme including broad system design for repair, retrofitting, replacement considering the current load on the bridge,
5. Preparation of Scope of work including that of for mechanical, hydraulic, electrical and civil engineering works, required for execution and commissioning of the bridge,
6. Preparation of technical specification along with General Arrangement Drawings,

7. Preparation of methodology of repair and that of for inspection and supervision during execution of repairing work.

8. Preparation of Safety Plan,

9. Preparation of Bill of Quantities for the scheme for both temporary supporting / scaffolding structure and permanent structures, machinery etc. on the basis of proposed Scope of Work and Specification etc.,

10. Preparation of estimated cost of the total works for renovation of the bridge based on Scope of Work, Specifications, market rate of bought out items, civil, mechanical, hydraulic, electrical engineering works and other allied works,

11. Preparation of Tender Document, comprising of Technical Specifications, General Arrangement Drawing, Scope of Work, Bill of Quantities, Special terms and conditions of the tender document etc.,

12. Assist KoPT for scrutiny of technical offers. Submission of technical appraisal report of the bids.

13. Assist KoPT in the technical discussions with the bidders during Pre-bid meeting and finalization of replies to queries, consequent on said pre-bid meeting,

14. Any other technical consultancy services that may arise for awarding of the contract for renovation of the Bascule Bridge.

PART-B:

1. Vetting General Arrangement Drawings, detailed engineering/manufacturing/construction drawings and design calculations related to civil, mechanical, hydraulic and electrical engineering works, prepared by the contractors.

2. Inspection and certification of manufactured items.

3. Supervision of works including certification of works in stages, final work completion certification and performance guarantee test certification.

4. Any other technical consultancy services that may arise during the renovation work for commissioning of the bridge.

Note : Commercial terms and conditions and general terms and conditions of the tender would be prepared by KoPT.

15. Key personnel of the consultancy team during supervision phase: The Consultancy Team shall include but not limited to, at least the following key personnel.

Sl. No.	Position	Educational Qualification	Experience
1.	Team Leader	Graduate in Civil/	(a). 15 or more years of experience in dealing

	cum Senior Bridge Engineer.	Mechanical Engineering.	with bridge. (b). Experience as Team Leader for at least in one project of worth not less than Rs.35 Crores.
2.	Bridge Structural Expert	Graduate in Civil Engineering with Post Graduation in Structural Engineering.	(a).15 or more years of experience in dealing with bridge. (b).Experience in structural design /supervision of movable bridge for at least in one project of worth not less than Rs.35 Crores.
3.	Bridge Electro-Mechanical Expert	Graduate in Mechanical Engineering.	(a).15 or more years of experience in dealing with Mechanical Engineering including Hydraulic Engineering Project. (b).Experience in design /supervision of movable bridge for at least in one project of worth not less than Rs.35 Crores.
4.	Bridge Engineer -I	Graduate in Civil Engineering.	(a).10 or more years of experience in dealing with bridge. (b).Experience in design /supervision of bridge for at least in one project of worth not less than Rs.35 Crores.
5.	Bridge Engineer -II	Graduate in Civil Engineering.	(a).10 or more years of experience in dealing with bridge. (b).Experience in design /supervision of bridge for at least in one project of worth not less than Rs.35 Crores.
6.	Mechanical Engineer	Graduate in Mechanical Engineering.	(a).10 or more years of experience in dealing with Mechanical Engineering including Hydraulic Engineering Project. (b).Experience in design /supervision of mechanical and hydraulic systems for at least in one project of worth not less than Rs.35 Crores.
7.	Electrical Engineer	Graduate in Electrical Engineering.	(a).10 or more years of experience in dealing with Electrical Engineering Project. (b).Experience in design /supervision of electrical works for at least in one project of worth not less than Rs.35 Crores.
8.	Safety Engineer	Graduate in Civil/ Mechanical/Electrical Engineering with Certification in Safety.	(a).10 or more years of experience in dealing with bridge. (b).Experience as Safety Engineer at least in one project of worth not less than Rs.35 Crores.
9.	Material cum Geo-technical Engineer	Graduate in Civil Engineering with Post Graduation in Geo-technical Engineering.	(a).10 or more years of experience in engineering projects. (b).Experience as Geo-technical Engineer at least in one project of worth not less than Rs.35 Crores.

SPECIAL CONDITIONS OF CONTRACT

1. Deliverables of Consultancy Works include the following:

PART-A :

- (i). Submission of Site Study Report and Inception Report.
- (ii). Submission of Health Assessment Report including Residual Fatigue Life Assessment.
- (iii). Submission of Report based on the condition survey and health assessment of the bridge including scheme containing broad system design for repair / retrofitting / replacement, considering the current load on the bridge.
- (iv). Submission of Draft Tender Document comprising Specifications, GA Drawings, Scope of Work, Bill of Quantities, Special Conditions of Contract etc. along with estimate.
- (v). Submission of final Tender Document comprising Specifications, GA Drawings, Scope of Work, Bill of Quantities, Special Conditions of Contract etc. along with estimate.

Note: Commercial terms and conditions and general terms and conditions of the tender would be prepared by KoPT.

- (vi). Technical evaluation of offers and issuance of Technical Appraisal Report (TAR)

PART-B:

- (i). Approval/comments of drawings, design calculations etc..
- (ii). Inspection Report(s)/Certification(s) of manufactured items.
- (iii). Certification(s) in stages of erection and commissioning of structures, machinery etc.

2. Time Schedule for Consultancy Works:

The time schedule for the consultancy works under PART-A under the SCOPE OF WORK, shall have to be completed within 3 calendar months from the date of receipt of Order Letter. Approval/comments on drawings, design calculations etc. under PART-B under the SCOPE OF WORK, shall have to be completed within 3 weeks from the date of receipt of drawings and documents of the successful bidders from KoPT. Call for inspection of manufactured items would be intimated 7 days in advance by the contractor, to be engaged for renovation work.

3. Contract Period: From the date of receipt of order till completion of renovation work and commissioning of the Bascule Bridge.

4. The price to be quoted is exclusive of GST, as applicable but inclusive of all other taxes, duties, levies, incidental costs, overheads, travelling expenses, printing and binding costs,

expenditures during execution of consultancy service and supervision of works, sundries and all other expenditures that may arise during consultancy services. The tenderer shall have to arrange own transportation during the entire period of work. Cost arising out of Inspection of manufactured items outside Kolkata shall be borne by the contractor, to be engaged for renovation work of the bridge.

5. Quoted Price: The contractor shall quote (i). Lump-sum price excluding GST, as applicable, for Consultancy Services for Renovation of Bascule Bridge as per Scope of Work under Sl. No. 1 to 14 under PART-A, as per format of the Bill of Quantities under PART-A and (ii). Price excluding GST, as applicable, for vetting of design and drawing, inspection and supervision work during execution of renovation work of Bascule Bridge, as per Scope of Work under Sl. No. 1 to 4 under PART-B, as per format of the Bill of Quantities under PART-B.

Consultancy work after award of contract to the renovation contractor till completion of renovation work and commissioning of the bridge is considered to be 12 months. However, based upon the actual time taken for renovation work, payment on quoted price shall increase or decrease on pro-rata basis. In the event of extension of execution time beyond 12 months, payment would be made on pro-rata basis on lump-sum quoted price, for the period of time of extension only, which covers payment subject to a maximum of 10% of the quoted price for 12 months under PART-B of BILL OF QUANTITIES. In other words, whatever be the span of extension of execution time beyond 12 months, payment would only be made on prorata basis, subject to a maximum of 10% of the quoted price under PART-B of BILL OF QUANTITIES. Here, one month is of 30 days and pro-rata would be calculated on days basis.

GST as applicable would be paid extra.

6. A. Terms of stage payment on quoted price for works under PART-A of BILL OF QUANTITIES.

(i). 5% of quoted price of the consultancy service as payment upon submission of Site Study Report and Inception Report.

(ii). 20% of quoted price of the consultancy service as payment upon submission of Health Assessment Report including Residual Fatigue Life Assessment.

(iii). 20% of quoted price of the consultancy service as payment upon submission of Draft Tender Document comprising Specifications, GA Drawings, Scope of Work, Bill of Quantities, Special Conditions of Contract etc. along with estimate etc.

(iv). 10% of quoted price of the consultancy service as payment upon submission of final Tender Document comprising Specifications, GA Drawings, Scope of Work, Bill of Quantities, Special Conditions of Contract etc. along with estimate.

(v). 25% of quoted price of the consultancy service as payment upon submission of Technical evaluation of offers and issuance of Technical Appraisal Report (TAR).

(vi). 20% of quoted price of the consultancy service as payment upon selection of the contractor and award of order for the renovation work thereafter.

B. Terms of stage payment on quoted price for works under PART-B of BILL OF QUANTITIES:

Payment would be made in stages on percentage of total contracted value under PART-B of BOQ, considering duration period of renovation work to be 12 months. Figure of percentage would be the same as of the percentage by which payment would be released to the contractor of renovation work and the work done would be certified by the consultant for such payment. However, at any time the accumulated amount of payment to be released to the consultant would not exceed the amount calculated by multiplying monthly rate of consultant for renovation work under PART-B and months passed after award of contract to the renovation contractor. Any payable amount for the consultancy work beyond 12 months would be made at the stage of final payment.

7. Mode of payment:

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

(ii). Kolkata Port Trust 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.
- f) IFSC No.

(iii). 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 Kolkata Port Trust. However, in case of outside contractor not having Bank Account within the prescribed ECS Zone, payment will be made through cheque.

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

8. Performance Security Deposit: 10% (ten percent) of the contract value shall have to be deposited either in the form of Banker's Cheque/Pay Order/Demand Draft. However, the contractor at their discretion may in lieu furnish an irrevocable Bank Guarantee of equivalent amount as per format enclosed at **ANNEXE-J**. The Bank Guarantee shall have to be issued from any Nationalized Bank having Branch at Kolkata, drawn in favour of Kolkata Port Trust as Performance Security Deposit on acceptance of the tender. The validity of the Bank Guarantee shall be valid for two years with an additional claim period of six months. The Bank Guarantee would be released after two months of successful and satisfactory completion of the entire works assigned. Kolkata Port Trust reserves the right to seek extension of the validity and claim period of the Performance Security Deposit if considered necessary and the contractor shall be bound to do so. In case, the contractor fails to extend the validity as requested for, the Performance Security Deposit shall be encashed.

9. Liquidated Damage: ½% (half percent) of the total contract value (i.e., the quoted prices under PART-A and PART-B together) for every week or part thereof, subject to maximum 10% (ten percent) of the total contract value (i.e., the quoted prices under PART-A and PART-B together), for accumulated delay of work under both parts beyond scheduled completion period as stipulated under Clause No. 2 of SPECIAL CONDITIONS OF CONTRACT.

10. Facilities to be provided by KoPT:

- (i). Electrical power supply will be provided as per requirement free of cost. However, the contractor shall indicate in advance the required load and average consumption pattern. Additional local illumination over and above the general illumination, to be arranged by the Contractor, if required. Electricity from nearest available supply point shall be provided by KoPT free of cost.
- (ii). Water and toilet facility as available in the dock area shall be extended to the contractor free of cost.
- (iii). Dock permit of personnel for entering inside the Dock shall be provided free of cost by KoPT against application for required number of heads for required number of days. However, one-time payment of Rs.3.50 per head or as may be revised during the pendency of the contract, for generating computerized identification shall have to be paid. Dock permits for vehicles shall be provided free of cost also, against application for entry of vehicles inside dock premises.
- (iv). Office space as available would be provided free of cost, against application for requirement of the same.
- (v). Arrangement for operation of the bridge,
- (vi). Arrangement for inspection gantry, van jack, scaffolding as also arrangement of access for inspection of soffits over canal and other parts of the structure on receipt of scheme in this respect from the successful bidder.
- (vii). All statutory clearance from local administration.

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

12. Termination of Contract and Risk purchase clause: Will be applicable as per clause no. 8 of Kolkata Port Trust's General Conditions of Contract Forms and Agreement enclosed as ANNEXE-I).

13. 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.

14. Contract Agreement is to be made by successful tenderer as per Kolkata Port Trust's General Conditions of Contract at ANNEXE-K within 15 days from the date of receipt of order.

15. Amicable Settlement :If any dispute or difference or claims of any kind arises between the Contractor and Kolkata Port Trust 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.

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

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

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

17. Integrity Pact: The bidder will have to enter into an Integrity Pact with Kolkata Port Trust as per format enclosed at **ANNEXE- E** on a Rs. 50/- Non Judicial Stamp Paper and relevant **ANNEXE-F** All blank spaces to be filled in as appropriate. Following are the names of 2 Independent External Monitors (IEM) for implementation of Integrity Pact:

1. Shri Subhashish Sarkar, Flat No. 406, Block-III, Kirti Apartments, Mayur Vihar Phase-I Extension, Delhi-110 091, Mob No. 98117 07230, E-mail subhashishsarkar53@yahoo(dot)com	2. Ms. Bulbul Sen, IRS (Retd.), B-104 Nayantara Apts. Block 8B, Sec – 7, Dwarka, New Delhi-110075 E-mail ID – bsensarkar@gmail(dot)com
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18. 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 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

19. 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.

20. All other terms and conditions excepting those mentioned separately shall be governed by Kolkata Port Trust's General Condition of Contract at ANNEXE-I.

BILL OF QUANTITIES

Sub: Engagement of Consultant for Project Management Consultancy for Renovation of Bascule Bridge at Kolkata Dock System, Kolkata Port Trust vide Notice Inviting Global e-Tender No.: KoPT/KDS/Mech/C/ADV/514 dated 05.02.2019.

PART-A:

Description of Work	Lumpsum quoted rate in INR
Price excluding GST, as applicable, for Consultancy Services for Renovation of Bascule Bridge as per Scope of Work at Sl. No. 1 to 14 under PART-A.	Rs.....
Quoted price in words: Rupees.....only)	

PART-B:

Description of Work (1)	Duration of time for evaluation (2)	Quoted price per month in INR (3)	Quoted price for 12 months in INR (2) x (3)
Price excluding GST, as applicable, for vetting of design and drawing, inspection and supervision work during execution of renovation work of Bascule Bridge, as per Scope of Work at Sl. No. 1 to 4 under PART-B.	12 months	Rs.....	Rs.....
Quoted price for 12 months in words: (Rupees.....only)			

TOTAL OF PART-A AND PART-B:

Total quoted prices = Summation of lumpsum quoted price at "PART-A" plus quoted price for 12 months at "PART-B."	Rs..... (In Words: Rupeesonly).
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Note: GST as applicable would be paid extra. Consultancy work after award of contract for renovation work to the contractor till completion of renovation work and commissioning of the bridge thereafter is considered to be 12 months. However, based upon the actual time taken for renovation work, payment on quoted price shall increase or decrease on pro-rata basis. In the event of extension of execution time beyond 12 months, payment would be made on pro-rata basis on lump-sum quoted price, for the period of time of extension only, which covers payment subject to a maximum of 10% of the quoted price under PART-B of BILL OF QUANTITIES. In other words, whatever be the span of extension of execution time beyond 12 months, payment would only be made on prorata basis, subject to a maximum of 10% of the quoted price under PART-B of BILL OF QUANTITIES. Here, one month is of 30 days and pro-rata would be calculated on days basis.

(Signature of Power of Attorney Holder(s))
Name:
Official Seal:.....

Notice Inviting Global e-Tender No.: KoPT/KDS/Mech/C/ADV/514 dated 05.02.2019

Covering Letter for submission of Tender

(On official Letterhead of the bidder)

Ref. No:.....

Date:

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

Dear Sir,

We,(Name of Tenderer) having examined the Tender Document and understood its contents, hereby submit our Tender forand 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 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 Kolkata Port Trust in the matter of examination, evaluation and selection of Successful Tenderer and shall refrain from challenging or questioning any decision taken by Kolkata Port Trust in this regard. We further acknowledge the right of Kolkata Port Trust 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 Kolkata Port Trust 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 Kolkata Port Trust reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.

Thanking you,

Yours faithfully,

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

Name:

Notice Inviting Global e-Tender No.: KoPT/KDS/Mech/C/ADV/514 dated 05.02.2019

Profile of the Tenderer

1. Name :

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

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

--

3. Details of individual(s) of the tenderer (Lead Member in case of Consortium) who will serve as the point of contact/ communication with Kolkata Port Trust.

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

4. Details of Authorized Signatory of the tenderer:

Name	
Designation	
Company	
Address	
Telephone no (Land line and	

mobile)	
E-Mail Address	
Fax Number	

5. In case of a Consortium:

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

(b). Information regarding role of each member should be provided as per table below:

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

Signature of Power of Attorney Holder(s):

Name:.....

Designation:

Date:

Seal:.....

ANNEXE- C

Notice Inviting Global e-Tender No.: KoPT/KDS/Mech/C/ADV/514 dated 05.02.2019

PROFORMA OF AFFIDAVIT FOR EXEMPTION FROM ESI ACT

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

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

DEPONENT

Identified by me.

ANNEXE- D

Notice Inviting Global e-Tender No.: KoPT/KDS/Mech/C/ADV/514 dated 05.02.2019

INDEMNITY BOND FOR EXEMPTION UNDER ESI ACT

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

BY THIS BOND I, Shri/Smt., son of Shri/Smt. residing at by occupation the Partner /Proprietor /Director, having office at, am a tenderer under Mechanical and Electrical Engineering Department, 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 and Electrical Engineering Department, Kolkata Port Trust against all damages and accidents to the Labourer/Tenderer/Contractor.

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

4. AND the Contractor hereunder agrees to indemnify and at all times keep indemnified the 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 yearat

(Signature of the Indemnifier)

Surety-I:

Signature:.....

Name :.....

Address :

Surety-II:

Signature:

Name :

Address :

Witnesses :

Signature:

Name:

Address:.....

Notice Inviting Global e-Tender No.: KoPT/KDS/Mech/C/ADV/514 dated 05.02.2019

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

INTEGRITY PACT

Between

Kolkata Port Trust (Kolkata Port Trust) hereinafter referred to as “The Principal/Employer”

And

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

Preamble

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

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

NOW, THEREFORE

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

Enabling the PRINCIPAL / EMPLOYER to get the contractual work executed and / or to obtain / dispose the desired said stores / equipment at a competitive price in conformity with the

defined specifications / scope of work by avoiding the high cost and the distortionary impact of corruption on such work / procurement /disposal and Enabling BIDDERS /CONTRACTORS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will abstain from bribing and other corrupt practices and the PRINCIPAL/EMPLOYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

Section 1- Commitments of the Principal/employer.

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

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

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

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

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

- a.The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process

or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

Section 5- Previous transgression

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

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

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

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

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

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

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

Section 10 – Pact Duration:

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

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 and on behalf of the Principal)

(For and on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness 1: (Name and Address)

.....

.....

Witness 2: (Name & Address)

.....

.....

Notice Inviting Global e-Tender No.: KoPT/KDS/Mech/C/ADV/514 dated 05.02.2019

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. 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.

Notice Inviting Global e-Tender No.: KoPT/KDS/Mech/C/ADV/514 dated 05.02.2019

**UNDERTAKING IN LIEU OF SUBMISSION OF SIGNED COPY OF THE
TENDER DOCUMENT IN FULL**

(On official Letterhead)

Ref. No.....

Date

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

Dear Sir,

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

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

Yours faithfully,

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

Name:

Notice Inviting Global e-Tender No.: KoPT/KDS/Mech/C/ADV/514 dated 05.02.2019

(PROFORMA OF EMD IN THE FORM OF BANK GUARANTEE)

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

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

Beneficiary:_____ (Name and Address of Employer / Board)

Date: _____

e-tender No: _____

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

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

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

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

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

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

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

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

(Signature (s))

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

Notice Inviting Global e-Tender No.: KoPT/KDS/Mech/C/ADV/514 dated 05.02.2019

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

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

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

2.6. Provided also as follows:

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

3. THE TENDER / OFFER AND ITS PRE-REQUISITES

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

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

- (b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract.
 - (c) The accommodation required for the workmen and site office, mobilization demobilization and storage of all plant, equipment and Construction materials.
 - (d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all of Contractor's cost.
 - (e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made there under, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance.
 - (f) Payment of all kinds of stamp-duty for exacting the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds.
- 3.2. The Contractor's tender shall be in ink on the Tender Forms supplied by the Trustees, unless stipulated otherwise in the Notice-Inviting the Tender and shall be faultless in figures and free from erasing. Corrections, if any, shall only be made by scoring out and initialling of the revised figure.
- 3.3. If required by the Engineer or the Trustees, the Contractors in their tender or subsequently, shall disclose the names of their owners/partners/Share Holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled.
- 3.4.
- (a) Unless other wise stipulated in the Notice Inviting the Tender/Offer, every tender must be submitted with Earnest Money of the amount calculated as per the following scale.

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

- (b) Earnest Money shall be deposited with Trustees' treasurer in cash or by Banker's Cheque of any Kolkata Branch of a Nationalized Bank of India drawn in favour of Kolkata Port Trust or in the form of an "Kolkata Port Trust" and payable at Kolkata / Haldia Holding as the case may be and the receipt granted there for be kept attached to the Tender / offer in the Sealed Cover.
- (c) Earnest Money of un-accepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalized Bank of Kolkata / Haldia.

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

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

(i)

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

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

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

- (g) Balance Security for Contract of supplying materials and equipment computed in terms of the percentages given above, shall have to be deposited with the trustees' Treasurer in advance and within 30 days from the date of placement of supply order,

either in cash or by A/c. Payee Draft of a Nationalized Bank of India drawn in favour of Kolkata Port Trust and payable at Kolkata / Haldia, as the case may be.

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

3.5.

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

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

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

4. THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR

4.1.

- (a) The contract documents shall be drawn-up in English language.
- (b) The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of the High Court at Kolkata, India, including the following Act:
1. The Indian Contract Act, 1872.
 2. The Major Port Trust, Act, 1963.
 3. The Workmen's Compensation Act, 1923.
 4. The Minimum Wages Act, 1948.
 5. The Contract Labour (Regulation & Abolition) Act, 1970.
 6. The Dock Workers' Act, 1948.
 7. The Indian Arbitration Act (1940) (in the case of a definite arbitration Agreement only).

- 4.2. After acceptance of his Tender / Offer and when called upon to do so by the Engineer or his representative, the Contractor shall, at his own expense, enter into and execute a

Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed the other documents referred to in the definition of the term "Contract" here-in-before shall collectively be the Contract.

- 4.3. Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.
- 4.4. Two copies of the Drawing referred to in the General and Special Conditions of Contract and in the Bill of Quantities, shall be furnished by the Engineer to the Contractors free of cost for his use on the work, but these shall remain the property of the Trustees and hence, the Contractor shall return them to the Engineer or his Representative on completion of the work. if not torn or mutilated on being regularly used at site.
- 4.5. The Contractor shall prove and make at his own expense any working or progress drawings required by him or necessary for the proper execution of the works and shall, when required, furnish copies of the same free of cost to the Engineer for his information and/ or approval, without meaning thereby the shifting of Contractor's responsibility on the engineer in any way whatsoever.
- 4.6. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the engineer. Even if such permission be granted, the Contractor shall remain responsible (a) for the acts, defaults and neglect of any sub-contractor, his agents servants or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen, and (b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a "piece rate" basis shall not be deemed to be subletting under this clause.
- 4.7. Unless otherwise specified, the Contractor shall be deemed to have included in his Tender / Offer all his cost for supplying and providing all constructional plant, temporary work, materials both for temporary and permanent works, labour including supervision thereof transporting to and from the site and in and about the work, including loading, unloading, fencing, watching, lighting, payment of fees, taxes and duties to the appropriate authorities and other things of every kind required for the construction, erection, completion and maintenance of the work.
- 4.8. The Contractor shall be solely responsible for the adequacy, stability and safety of all site operations and methods of construction, even if any prior approval thereto has been taken from the Engineer or his Representative. The Contractor shall not be responsible for the correctness of the design or specification of the Temporary and Permanent works formulated by the Engineer; but the contractor shall be fully responsible for the correct implementation thereof as also for any design and specification prepared / proposed / used by the Contractor.
- 4.9. Whenever required by the Engineer or his Representative, the Contractor shall submit to him the details of his (a) programme for execution of the work, (b) proposed procedure and methods of work, (c) proposed deployment of plant, equipment labour, materials and temporary works. The submission to and/ or any approval by the Engineer or his Representative to any such programme or particulars, shall not relieve the Contractor of any of his obligations under the contract. If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.

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

- 4.16. The Contractor shall be deemed to have indemnified the Trustees against all claims, demands, actions and proceedings and all costs arising there from on account of:
- (a) Infringement of any patent right, design, trade-mark, or name or other protected right, in connection with the works or temporary work.
 - (b) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.
 - (c) Unauthorized obstruction or nuisance caused by the Contractor in respect of Public or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person.
 - (d) Damage / injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work
 - (e) Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting contractor's plants and materials.
 - (f) The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies employed by or with the permission and / or knowledge of the Trustees on or near the site of work.
- 4.17. Debris and materials, if obtained by demolishing any properly, building or structure in terms of the Contract shall remain the property of the Trustees.
- 4.18. The Contractor's quoted rates shall be deemed to have been inclusive of the following:
- (a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.
 - (b) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.
 - (c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works, and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.
 - (d) Making arrangements for deployment of all labourers and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.
 - (e) Making arrangements in or around the site, as per the requirements of Kolkata Municipal Corporation or other local authority or the Engineer or his Representative, for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.
- 4.19. Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or in case of

Trustee's enlisted Contractor to the address as appearing in the trustee's Register or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or dispatch.

- 4.20. The Contractor and his sub-contractor or their agents and men and any firm supplying plant, materials, and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing.
- 4.21. The Contractor shall, at the Trustees' cost to be decided by the Engineer, render all reasonable facilities and Co-operation as per direction of the Engineer or his representative to any other Contractor engaged by the Trustees and their workmen, to the Trustees' own staff and to the men of other Public Body on or near the site of work and in default, the contractor shall be liable to the trustees for any delay or expense incurred by reason of such default.
- 4.22. The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic.
- 4.23. All constructional plants, temporary works and materials when brought to the site by the contractor, shall be deemed to be the property of the Trustees who will have a lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer or his Representative.

5. COMMENCEMENT, EXECUTION AND COMPLETION OF WORK

- 5.1. The contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Contractor's tender / offer by the Trustees or within such preliminary time as mentioned by the contractor in the Form of Tender or the time accepted by the Trustees. The contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representatives, time being deemed the essence of the contract on the part of the Contractor.
- 5.2. The Contractor shall provide and maintain a suitable office at or near the site, to which the Engineer's Representative may send communications and instructions for use of the Contractor.
- 5.3. Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the contractor shall not execute the work beyond the working hours observed by the Engineer's Representative and on Sundays and Holidays observed in the trustees system, except in so far as it becomes essential on account of tidal work or for safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any act or neglect on the part of the contractor, then the Engineer or his Representative shall order and the contractor at his own expense shall work by day and by night and on Sundays and Public Holidays. Any failure of the Engineer or his Representative to pass such an order shall not relieve the contractor from any of his obligations. The Engineer's decision in this regard shall be final, binding and conclusive.
- 5.4. Unless stipulated otherwise in the contract, all materials required for the work shall be procured and supplied by the contractor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the Engineer or

his Representative. The engineer shall exercise his sole discretion to accept any such materials.

- 5.5. Unless stipulated otherwise, in the contract, all materials, workmanship method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the materials and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.
- 5.6. Samples shall be prepared and submitted for approval of the Engineer or his Representative, whenever required to do so, all at the contractor's cost.
- 5.7. Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work shall be borne by the contractor.
- 5.8. Regarding the supply of any materials by the Trustees to the contractor in accordance with the contract, the following conditions shall apply:
 - (a) The contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative.
 - (b) Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than "Excepted Risks", the contractor shall compensate the Trustees' in the manner decided by the Engineer and shall at no stage remove or cause to be removed any such material from the site without his permission.
 - (c) The Trustees' materials will generally be supplied in stages and in accordance with the rate of progress of work, but, except for grant of suitable extension of completion time of work as decided by the Engineer, the contractor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Contractor shall, however communicate his requirement of such materials to the Engineer from time to time.
 - (d) Unless stipulated otherwise in the contract, the value of the Trustees' materials issued to the contractor shall be recovered from the Contractor's bills and / any of his other dues. Progressively according to the consumption thereof on the work and / or in the manner decided by the Engineer or his Representative and at the rate / stipulated in the contract. These rates shall only be considered by the contractor in the preparation of his tender / offer and these will form the basis of escalation / variation, if in future the contractor is required to procure and provide any such material on the written order of the Engineer consequent on the Trustees' failure to effect timely supply thereof.
 - (e) If the Engineer decides that due to the contractor's negligence, and of the Trustees' materials issued to the contractor has been – (i) lost or damaged, (ii) consumed in excess of requirement, and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills or from any of his other dues, after adding 19 ¼% extra over the higher one of the followings—
 1. The issue rate of the materials at the Trustees' Stores, and

2. The market price of the material on the date of issue as would be determined by the Engineer.
- 5.9. The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time – (i) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the Engineer or his Representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and proper re-execution of any work, which in respect of material and workmanship is not in accordance with the contract or the instructions of the Engineer. The contractor shall comply with such order at his own expense- and within the time specified in the order. If the contractor falls to comply, the Engineer shall be at liberty to dispose of such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days.
- 5.10. No work shall be covered up and put out of view by the contractor without approval of the Engineer or his Representative and whenever required by him the contractor shall uncover any part or parts of the work or make openings in or through the same as may be directed by the Engineer or his Representative from time to time and shall reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the contractor. The Trustees shall reimburse such cost as determined by the Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.
- 5.11. On a written order of the Engineer or his Representative the contractor shall delay or suspend the progress of the work till such time the written order to resume the execution is received by him. During such suspension the contractor shall protect and secure the work to the satisfaction of the Engineer or his Representative. All extra expenses in giving effect to such order shall be considered by the Trustees, unless such suspension is
- (i). Otherwise provide for in the contract, or
 - (ii). Necessary by reason of some default on the part of the Contractor, or
 - (iii). Necessary by reason of climatic conditions on the site, or
 - (iv). Necessary for proper execution of the works or for the safety of the works or any part thereof. The Engineer shall settle and determine such extra payment and / or Extension of completion time to be allowed to the contractor, as shall, in the opinion of the Engineer, be fair and reasonable.
- If at any time before or after commencement of the work the Trustees do not require the whole of the work tendered for, the Engineer shall notify the same to the contractor in writing and the contractor shall stop further works in compliance of the same. The Contractor shall not be entitled to any claim for compensation for underived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer in the original specifications, drawings, designs and instruction.
- 5.12. When the whole of the work has been completed to the satisfaction of the Engineer and has passed any final test prescribed in the contract, the contractor shall, within 21 days of submission of his application to the Engineer be entitled to receive from him a certificate for completion of work in Form G.C.1 annexed hereto. If any part of the total work having been completed to the satisfaction of the Engineer, be takeover and / or used by the Trustees the Contractor shall on application be entitled to partial completion certificate in the Form of G.C.1 indicating the portion of the work covered by it, so that the Contractor's liability during maintenance period of the contract, if any,

shall commence from the date mentioned in such certificate so far as the completed portion of the work is concerned.

6. TERMS OF PAYMENT:

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

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

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

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

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

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

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

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

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

7. VARIATION AND ITS VALUATION:

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

- 7.2. The Engineer shall have the power to order the Contractor in writing to make any variation of the Quantity, quantity or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows:
- a) Increase or decrease the quantity of any work included in the contract.
 - b) Omit any work included in the contract.
 - c) Change the Character or quality or kind of any work included in the contract.
 - d) Change the levels, lines, position and dimensions of any part of the work, and
 - e) Execute extra and additional work of any kind necessary for completion of the works.
- 7.3. No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly.
- 7.4. Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work up to 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer's subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause.
- 7.5. a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer.
- b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.
 - c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra additional or substituted work, then the Engineer may decided the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.
 - d) If the nature or amount of any omission or addition relative to the nature or amount of the whole of the contract work or to any part thereof shall be such that, in the opinion of the Engineer, the rate of prices contained in the contract for any item of the works or the rate as evaluated under sub-clauses (b) and (c) of this clause, is by reason of such

omission or addition rendered unreasonable or in-applicable the Engineer shall fix such other rate or price as he deems proper and the Engineer's decision shall be final, binding and conclusive.

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

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

- (iii) The Contractor has failed to commence the work or has without any lawful excuse under these conditions , has kept the work suspended despite receiving the Engineer's or his Representative's written notice to proceed with the work.
 - (iv) The Contractor has failed to remove materials from site after receiving from the Engineer or his Representative the written notice stating that the said materials or work are rejected by him .
 - (v) The Contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
 - (vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
 - (vii) The Contractor is adjudged insolvent or enters 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 the same for a period, as may be specified in the form of a Special Condition of the Contract, from the date mentioned in the initial Completion Certificate in the Form G.C.1. Any defect / fault, which may appear in the work during aforesaid maintenance period, arising, in the sole opinion of the Engineer or his Representative, from materials or workmanship not in accordance with the contract or the instruction of the Engineer or his Representative, shall, upon the written notice of the Engineer or his Representative, be amended and made good by the Contractor at his own cost within seven days of the date of such notice, to the satisfaction of the Engineer or his Representative, failing which the Engineer or his Representative shall have the defects amended and made good through other agency at the Contractor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in manner deemed suitable by the Engineer.
- 9.2. The Contract shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a final Completion Certificate in form G.C. 2 annexed hereto shall have been signed and issued by the Engineer to the contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working or using thereof by the trustees shall not relieve the Contractor of his obligations under the contract for full and final completion of the work.
- 9.3. On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by submitting to the Engineer (i) The Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his "No further claim" Certificate in form G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in form G.C.2 and within two months of the Engineer's recommendation, the Trustees shall refund the balance due against the Security Deposit to the Contractor, after making deduction there from in respect of any sum due to the Trustees from the Contractor.

10. INTERPRETATION OF CONTRACT DOCUMENTS , DISPUTES & ARBITRATION

- 10.1. In all disputes, matters , claims , demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications and Instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the work or after the completion and whether before or after the determination , abandonment or breach of the contract the decision of the Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the Contractor .
- 10.2. If, the Contractor be dissatisfied with any such decision of the Engineer, he shall within 15 days after receiving notice of such decision require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.
- 10.3. If , however , the contractor be still dissatisfied with the decision of the Chairman , he shall, within 15 days after receiving notice of such decision required that within 60 days from his written notice , the Chairman shall refer the matter to an

Arbitrator of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act , 1940 or any statutory modification thereof .

- 10.3.1 If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which it was left by his predecessor.
- 10.3.2 The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.
- 10.3.3 The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties.
- 10.3.4 The Venue of the arbitration shall be Kolkata or as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference to cost of any incidental to the reference and award respectively shall be in discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid .
- 10.3.5 The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reason for the award.
- 10.3.6 The Arbitrator shall consider the claims of all the parties to the contract within only the parameters of scope and conditions of the contract in question.
- 10.3.7 Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made there under, for the time being in force, shall apply to the arbitration proceedings under this Clause.
- 10.4. The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decisions. The Engineer also shall not withhold any payment, which, according to him, is due or payable to the Contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.
- 10.5. ***Provided always as follows:***
- (a) Nothing of the provisions in paragraphs 10.3 to 10.3.7 hereinabove would apply in the case of contracts , where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs.40,00,000/-.
- (b) The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.
- (c) Contractor's dispute, if any, arising only during the maintenance period stipulated in the contract, must be submitted to the Engineer, with detailed justifications in the context of contract Conditions, before the final completion of the work.

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

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

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.Odt

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 of20.....in accordance with the terms of the Contract and you are required to maintain the work in accordance with clause 62 of the General Conditions of Contract and under the provisions of the Contract for a period of days/weeks/months/years from the day of 20to 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 Nodatedand 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)

ANNEXE- J

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

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

3. We,..... Branch, Kolkata /Haldia, further agree that the
 Bank Guaranteed herein contained shall remain in full force and effect, during the period
 that is taken for the due performance of the said contract by the contractor and that is shall
 continue to be enforceable till all the dues of the Trustees under and/or by virtue of the
 terms and conditions of the said contract have been fully paid and its claim satisfied and/or
 discharged in full and/or till the Trustees certify that the terms and conditions of the said
 contract have been fully and properly observed/fulfilled by the contractor and accordingly,
 the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall
 remain valid up to and inclusive ofday of20.....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 forbear 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)

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF AGREEMENT

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

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

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

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

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

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

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

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

The Seal of
.....
.....

Was hereunto affixed in the presence of:

Name :

Address :

Or

SIGNED, SEALED AND DELIVERED

By the said

In the presence of:.....

Name

Address:

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

Name.....

Address:

ANNEXE- L

Notice Inviting Global e-Tender No.: KoPT/KDS/Mech/C/ADV/514 dated 05.02.2019

FORMAT FOR POWER OF ATTORNEY

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

Dated: _____

POWER OF ATTORNEY

To whomsoever it may concern

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

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

(Attested signature of Mr.....)

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

Note – In case of Consortium, representative of all consortium members must sign.

Notice Inviting Global e-Tender No.: KoPT/KDS/Mech/C/ADV/514 dated 05.02.2019

FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

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

POWER OF ATTORNEY

Whereas Kolkata Port Trust (“the Authority”) has invited tenders from interested parties for “.....(name of work)” vide e-tender No.).

Whereas,And,collectively the “Consortium”, being members of the Consortium are interested in bidding for the Tender in accordance with the terms and conditions of the Tender Document and other connected documents in respect of the said tender, and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s.....having our registered office at
M/s..... having our registered office at, M/s.
having our registered office at, and M/s. having
our registered office at, [the respective names and addresses of the registered
office] (hereinafter collectively referred to as the “Principals”) do hereby designate,
nominate, constitute, appoint and authorize M/s. having its registered
office at, being one of the members of the Consortium, as the Lead
Member and true and lawful attorney of the Consortium (hereinafter referred to as the
“Attorney”). We hereby irrevocably authorize the Attorney to conduct all business for and on

behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the contract, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid(s) for the tender, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre Bid and other conferences/meetings, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid(s) of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid(s) for the tender and/or upon award thereof till the Agreement is entered into with the Authority.

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

IN WITNESS HEREOF WE HAVE EXECUTED THIS POWER OF ATTORNEY ON
THISDAY OF 2019.

For
(Name & Title)

For
(Name & Title)

For
(Name & Title)

Witnesses:

1. (Name and Address)
2. (Name and Address)

Note : To be executed by all the members of the Consortium.

ANNEXE-N

Notice Inviting Global e-Tender No.: KoPT/KDS/Mech/C/ADV/514 dated 05.02.2019

FORMAT FOR SUBMITTING DETAILS OF SIMILAR WORK

	Name of similar project(s)/work(s) successfully executed	Period(s) of the project(s)	Value(s) of the project(s)
Single entity			
Consortium Member -1			
Consortium Member -2			

(Please add more rows depending upon the number of Consortium Members)

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

The description of each of the project(s) shall have to be provided while giving the following details:

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

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

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

Name:

Designation:

Date:

Seal:.....

CERTIFIED BY

Name of Chartered / Certified Accountant Firm

Registration Number & other details

Name of the Signatory.....

Signature

Designation

Date

Seal.....

ANNEXE- O

Notice Inviting Global e-Tender No.: KoPT/KDS/Mech/C/ADV/514 dated 05.02.2019

FINANCIAL CAPABILITY OF THE TENDERER

Applicant Type	Annual Financial Turnover (Rs. in Crores)
Single entity Tenderer	Average of last 3 years:
Consortium Member 1	Average of last 3 years:
Consortium Member 2	Average of last 3 years:

(Please add more rows depending upon the number of Consortium Members)

The Single Entity Tenderer/ each members of Consortium should submit its details in the appropriate column.

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

Name:

Designation:

Date :

Seal.....

CERTIFIED BY

Name of Chartered Accountant Firm

Registration No. & other details

Name of the Signatory

Signature

Designation

Date.....

Notice Inviting Global e-Tender No.: KoPT/KDS/Mech/C/ADV/514 dated 05.02.2019

FORMAT FOR JOINT BIDDING AGREEMENT

(in case of JV/Consortium)

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the..... day of.....2019

AMONGST

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

And

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

And

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

The above mentioned parties of the (FIRST, SECOND AND THIRD) PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS

- (A) Kolkata Port Trust having its head office at, 15th Strand Road, Kolkata – 700001, India (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (the Applications") by its request through NIT No..... dated(the Tender Document) for appointment as Contractor for the (Project Name).....
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the Tender document and other bid documents in respect of the Project
- (C) It is a necessary condition under the Tender Document that the members of the

Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations:

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium:

- a. The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the selection process for the Project. In case of Joint Venture, the Parties to hereby assure that the JV will not be dissolved during the course of this assignment.
- b. Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Affiliates.

3. Covenants:

The Parties hereby undertake that in the event the Consortium is declared the selected contractor and awarded the Contract, the Parties shall enter into a contract for the services ("Contract") with the Authority and for performing all obligations as the Contractor in terms of the Contract.

4. Role of the parties:

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

- a. Party of the First Part shall be the Member in Charge of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Contract and until the Effective Date under the Contract.
- b. Party of the Second Part shall be [•]; and c. Party of the Third Part shall be *•]

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Contract and in accordance with the terms of the Tender document and the Contract, for the performance of the Contract.

6. Member in Charge or Lead Member

Without prejudice to the joint and several liabilities of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Member in Charge I Lead Member and the Authority shall be entitled to deal with such Member in Charge as the representative of all Members. Each Party agrees and acknowledges that:

- a. any decision (including without limitation, any waiver or consent), action, omission,

communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The Authority shall be entitled to rely upon any such action, decision or communication from the Member in Charge;

- b. consolidated invoices for the services in relation to the Contract performed by all the Members shall be prepared and submitted by the Member in Charge and the Authority shall have the right to release payments solely to the Member in Charge and the Authority shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties.
- c. any notice, communication, information or documents to be provided to the Contractor shall be delivered to the authorized representative of the Contractor (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.

7. Representation of the Parties

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

- a. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c. This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects.

8. Authorized Representation

The parties agree that, who is employed with the member in charge, or his/her nominee shall be the authorized representative of the consortium, to do on behalf of the Consortium, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of the Consortium's proposal for and the Contract including but not limited to signing and submission of all applications, proposals and other documents, participating in pre-bid and other conferences and providing information/responses to the authority, representing the consortium in all matters before the authority, signing and execution of all contracts and undertakings consequent to acceptance of the Consortium's proposal and generally dealing with the Authority in all matters in connection with or relating or arising out of the Contract.

9. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the Contract is awarded to the Consortium. However, in case the Consortium is not selected for award of the Contract, the Agreement will stand terminated upon intimation by the Authority that it has not been selected and upon return of the Bid Security by the Authority.

11. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

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

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

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

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

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

(Signature).....
(Name).....
(Designation).....

(Address).....

IN PRESENCE OF:

1.(Name and Address).....

2.(Name and Address).....

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power.

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

ANNEXE - Q

Notice Inviting Global e-Tender No.: KoPT/KDS/Mech/C/ADV/514 dated 05.02.2019

UNDERTAKING IN CASE OF JOINT VENTURE /CONSORTIUM AGREEMENT)

To,

Date:

The Chief Mechanical Engineer
Kolkata Port Trust,
Mechanical and Electrical Engineering Department
8, Garden Reach Road
Kolkata-700043

Dear Sir,

- 1) I/we, (Name of tenderer) having examined the Tender Document and understood its contents, hereby submits our tender for (name of work).
- 2) All information provided in the tender including Addenda and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.
- 3) I/We shall make available to Kolkata Port Trust (hereinafter referred to as Kolkata Port Trust) any additional information it may find necessary or require to supplement or authenticate the Tender
- 4) I/we acknowledge the right of Kolkata Port Trust to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 5) I/we also certify the following
 - a. I/we / any of the consortium member (as the case may be) have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind
 - b. I/we certify that in the last three years, I/We/any of the consortium members or our / their associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority/entity nor have had any contract terminated by any public authority / entity for breach on our part.
- 6) I/we declare that :
 - a. I/we have examined and have no reservations to the Tender Document, including the Addenda issued by Kolkata Port Trust thereon

- b. I/we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.
- 7) I/we understand that Kolkata Port Trust reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
- 8)(Name of Tenderer) hereby undertakes that I/we will abide by the decision of Kolkata Port Trust in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by Kolkata Port Trust in this regard.

Thanking you,

Yours faithfully,

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

Name:

ANNEXE - R

Notice Inviting Global e-Tender No.: KoPT/KDS/Mech/C/ADV/514 dated 05.02.2019

FORMAT FOR JOINT VENTURE/CONSORTIUM AGREEMENT

(To be submitted on Stamp Paper)

This Joint venture/consortium agreement is made atonday of 2019 between M/s..... (please indicate the status viz. Proprietor, firm, Company) represented through its proprietor /partner or Director (hereinafter referred to as “first Party”) and M/s.....(Please indicate the status viz. Proprietor, Firm, Company) represented through its proprietor /partner or Director (hereinafter referred to as “Second Party”) WHEREAS the First party is engaged in the business ofAND WHEREAS THE Second Party is engaged in the business ofAND WHEREAS both the parties are desirous of entering into a joint venture /consortium for carrying on the work of KOLKATA PORT TRUST in connection with work of(please mention the work of the tender).

AND WHEREAS the First Party and Second Party have agreed to form joint venture/consortium for execution of subject works.

NOW THIS DEED WITNESSED AS UNDER:

a. That under this Joint Venture/consortium Agreement the work will be done jointly by the first party and second party in the name and style of M/s.....

b. It is further agreed by the Joint Venture/consortium Partner thatof M/s.has been nominated as Lead Partner for the execution of the works.

c. That all the parties shall be liable jointly, equally and severally for the satisfactory execution of the contract in all respect in accordance with terms and conditions of the contract and the lead partner shall be authorised to incur liabilities and receive instruction for and on behalf of any and all the partners and parties of the Joint Venture/consortium and the entire execution of the contract including payment shall be done exclusively with the lead partner.

d. THE PROPOSED PARTICIPATION SCOPE OF ACTIVITIES TO BE PERFORMED AND RESPONSIBILITIES OF EACH:

The proposed administrative arrangement, participation, scope of activities to be performed and responsibilities for the execution of the work of the each party shall be as under:

First Party:

Second Party:.....

e. The turnover and experience of each party is as under:

First Party:.....

Second Party:.....

f. Subject to Clause-4, the parties shall depute their experienced staff as required for the works and plants, equipment, machinery etc. as requires for execution of works, will be deployed by each Joint Venture/consortium partners for execution of the contract.

g. In the event of default by any partner in the execution of the part of the contract, the Lead Partner will have the authority to assign the work to any other party acceptable to the Kolkata Port Trust to ensure the satisfactory execution of that part of the contract.

h. The Registered Office of the Joint Venture/Lead Partner of the consortium shall be at _____

i. The Joint Venture/consortium shall regularly maintain in the ordinary course of business a true and correct account of all its incoming and outgoing and also of its assets and liabilities in proper books or account which shall ordinarily be kept at place of business and after Completion of above mentioned work all account shall be taken.

j. Opening and operation of Bank Account:

The Joint Venture/Consortium shall open and maintain bank account(s) at.....The Lead Partner as mentioned in Clause (2) above shall have the power to receive the payments on behalf of the Joint Venture/consortium and to give discharge on behalf of the Joint Venture/consortium.

IN WITNESS WHEREOF the Parties hereto have signed hereunder at.....on this..... day of 20.....

Party of First Part

Party of Second Part

Witness:

1)

2)

Notice Inviting Global e-Tender No.: KoPT/KDS/Mech/C/ADV/514 dated 05.02.2019

DECLARATION

I/we hereby declare that I/we or our associates have not been banned or delisted by any Government or Quasi-Government agencies or PSUs or PSEs in India.

Yours faithfully,

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

Name:

Notice Inviting Global e-Tender No.: KoPT/KDS/Mech/C/ADV/514 dated 05.02.2019

CHECK LIST FOR BID SUBMISSION

SCANNED COPY OF THE FOLLOWING DOCUMENTS TO BE UPLOADED

Sl. No.	Document particulars	Cover No.	Please tick (✓) if submitted and cross (X) if not submitted
1	Undertaking of the tenderer in lieu of submission of signed copy of Tender Document in full as per ANNEXE - G.	Cover-I	
2	Copies Audited Balance Sheet and Profit and Loss Account for last three financial years ending 31 st March, 2018 or 31 st December, 2018.	Cover-I	
3	Credentials in the form of Work Order Letter/Letter of Award of works along with corresponding Completion Certificates from Contractee /Awardees of Contracts/order to justify the Pre-qualification Criteria of the tender.	Cover-I	
4	Self attested valid GST Registration Certificate.	Cover-I	
5	Self attested valid Professional Tax Clearance Certificate/up to date Tax payment Challan, if applicable.	Cover-I	
6	Self attested valid Trade Licence/ Registration.	Cover-I	
7.	Self attested PAN Card.	Cover-I	
8.	Copies of Income Tax Returns of last three years ending 31 st March, 2018 or 31 st December, 2018.	Cover-I	
9.	Statement to confirm the status of the tenderer, as to whether a Partnership Firm/Company/Proprietorship Firm or not.	Cover-I	
10	Proof of registration with Employees' State Insurance Corporation (ESIC), else furnishing of Affidavit and Indemnity Bond as per ANNEXE-C and ANNEXE-D.	Cover-I	
11	Self attested proof of possession of valid Employees' Provident Fund (EPF) Account.	Cover-I	
12	Profile of Tenderer as per ANNEXE-B.	Cover-I	
13	Declaration in the form of a Covering Letter that they or their associates have not been banned or delisted by any Govt. or Quasi-Govt. agencies or PSUs in India, as per Pro-forma at ANNEXE-S.	Cover-I	
14	Integrity Pact as per ANNEXE-E.	Cover-I	
15	Guidelines for Indian Agents of Foreign Suppliers at ANNEXE-F.	Cover-I	
16	Scanned copy of Tender Fee.	Cover-I	
17	Scanned copy of Earnest Money Deposit.	Cover-I	
18	All other ANNEXES as applicable, mentioned in the Tender Document.	Cover-I	