



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 Technical Consultancy Work for Renovation of Bascule Bridge at Kolkata Dock System, Kolkata Port Trust.

Notice Inviting Global e-Tender No.: KoPT/KDS/Mech/C/ADV/551 dated 26.12.2019

Site Inspection: 10.01.2020 at 11.00 hrs.

Pre-bid Meeting: 10.01.2020 at 15:00 hrs.

Starting date of submission of Tender: 20.01.2020 from 14.00 hrs.

Closing date of submission of Tender: 30.01.2020 by 14:00 hrs.

Date of opening of Techno-commercial bid: 31.01.2020 at 15:00 hrs.

Tender Fee: Rs.2,950/- (Non-refundable)

Chief Mechanical Engineer

NOTICE INVITING TENDER

Mechanical and Electrical Engineering Department of Kolkata Port Trust invites global e-tender for Engagement of Consultant for Technical Consultancy Work for Renovation of Bascule Bridge at Kolkata Port Trust as per the details specified herein the Tender Document.

Tender Document can be downloaded from KoPT website www.kolkataporttrust.gov.in and CPP Portal. Addendum/Corrigendum/Clarifications, if any, would be hoisted on the above mentioned website / portal only.

Work Title	Engagement of Consultant for Technical Consultancy Work 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/551 dated 26.12.2019
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 26.12.2019
Estimated Value of Tender	Rs.2,70,00,000/- plus GST, as applicable.
Earnest Money Deposit	Rs.5,40,000/- would be accepted in the form of Banker's Cheque/Pay Order/Demand Draft, drawn in favour of "Kolkata Port Trust", issued from a Nationalized Bank/Scheduled Bank in India, having Branch at Kolkata.
Cost of Tender Document	Rs.2,950/- (i.e. Rs.2,500/- plus 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/ Scheduled Bank in India having branch in Kolkata,
Site Inspection	On 10.01.2020 at 11.00 hrs.
Pre-bid Meeting	On 10.01.2020 at 15.00 hrs.
Date of submission of Tender Document Fee and Earnest Money Deposit	Both Tender Document Fee and Earnest Money in the form of Banker's Cheque/Pay Order/Demand Draft are to be deposited in original, with Chief Mechanical Engineer, Kolkata Port Trust, Mechanical and Electrical Engineering Department, 8, Garden Reach Road, Kolkata -700043 before the scheduled time and date of opening of the Techno-commercial Bid , However, scanned copies of Tender Document Fee and Earnest Money Deposit must have to be uploaded under the Part-I i.e. Techno commercial part of the e-Tender.

Date of starting of online submission of e-Tender (Techno-commercial Bid and Price Bid) through CPP Portal.	20.01.2020 from 14.00 hrs.
Date of closing of online submission of Bid (Techno-commercial Bid and Price Bid).	30.01.2020 by 14:00 hrs.
Date and time of opening Techno-commercial Bid:	31.01.2020 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 contractors. The tender document through NIC's CPP Portal for e-Procurement (GePNIC) is open from 18.00 hrs. on 26.12.2019 to 14.00 hrs. on 30.01.2020.
- 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 tenderers shall submit their tenders only through NIC's CPP Portal for e-procurement (GePNIC) mode. **No physical tender is acceptable by Kolkata Port Trust.**
- Minutes of Meeting/Corrigendum/Addendum/Clarifications, if any, would be hoisted on the www.kolkataporttrust.gov.in. and <https://eprocure.gov.in/eprocure/app>.

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INSTRUCTION TO TENDERERS

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

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

1.	Online global tenders through NIC's CPP Portal for e-Procurement (GePNIC) mode are invited by Kolkata Port Trust for executing the work. The tender document through NIC's CPP Portal for e-Procurement (GePNIC) is open 18.00 hrs. on 26.12.2019 to 14.00 hrs. on 30.01.2020 and can be downloaded from the official website of KoPT and through NIC's CPP Portal for e-Procurement (GePNIC). The complete tender document can be downloaded from Kolkata Port Trust website: www.kolkataporttrust.gov.in and NIC's CPP Portal for e-Procurement (GePNIC) and bidders are required to submit tender 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 copies of the Banker's Cheque/DD/Pay Order instrument towards the cost of EMD and Bid Document, as proof of payment towards EMD and Tender Fee, while submitting the tender electronically in the NIC's CPP Portal for e-Procurement (GePNIC). The tender offer shall have to be submitted only through NIC's CPP Portal for e-procurement (GePNIC) mode as explained in the tender document.
2.	The Techno-commercial Bid and the Price Bid shall have to be submitted online at https://eprocure.gov.in/eprocure/app (A). Part – I (Techno-Commercial Bid): Would be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness the opening of Techno-commercial Bid electronically. (B) Part – II (Price Bid): Would be opened electronically of only those bidder(s) whose Part – I (Techno-Commercial Bid) are acceptable by KoPT. Such bidder(s) will be intimated the date of opening of Part II (Price bid) through valid e-mail confirmed by them. Tenderers are requested to submit their most competitive prices while submitting the price bid.
3.	All entries in the tender should be entered in online Technical and Commercial Formats without any ambiguity.
4.	In case of any clarification, please contact the following persons of KoPT (before the scheduled time of the e - tender). 1. S.Mitra Dy. Chief Mechanical Engineer Mobile No. 09674720040 souravmitra@kolkataporttrust.gov.in 2. S. Roy Superintending Engineer Mobile No. 9674720087 subrataroy@kolkataporttrust.gov.in
5.	All notices/corrigendum and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by KoPT. Hence, the tenderers 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 Earnest Money Deposit, 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 <u>must upload</u> all the documents required as per Pre-qualification Criteria of the tender 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, Earnest Money Deposit 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

1. (I). Intending tenderer either as a Single Entity or a Joint Venture are eligible to participate in the tender. The tenderer shall submit a Power of Attorney as per format given in the tender document.

(II). **Pre-qualification Criteria of the Tenderer for consideration of techno-commercial evaluation:** The Tenderers shall satisfy the following:-

(i). **Technical capacity** : Experience of having successfully completed similar works during last 7 years ending 30.11.2019 should be either of the following:

- (a). Three similar completed works, each costing not less than Rs.1,08,00,000/-
or
- (b). Two similar completed works each costing not less than Rs.1,35,00,000/-
or
- (c). One similar completed work costing not less than Rs.2,16,00,000/-.

Here, “**similar work**” would be defined to be work experience in consultancy work of design and/or construction scheme and/or renovation scheme of Movable Bridge. In this case, experience of the tenderer and/or its parent company and/or any subsidiary of the same parent company would be considered for pre-qualification. Any tenderer having Joint Venture agreement with any firm having the requisite experience, would also be considered for pre-qualification.

(ii). **Financial capacity** : Average annual financial turnover of the Tenderer himself during the last three years ending 31st March, 2019 viz. 2016-17, 2017-18 and 2018-19 should be at least Rs.81,00,000/-. 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 Techno-commercial Bid.

(III). Claims for fulfilling the above criteria viz. Technical and Financial Capacities must be supported with documents i.e., Work Order(s), Work Completion Certificate(s) from Client(s), Audited Balance Sheets including Audit Reports and Profit and Loss Accounts for the last 3 years viz. 2016-17, 2017-18 and 2018-19. ***In the event of non-submission of Audited Balance Sheet for the financial year ending 31.03.2019, the turnover for that financial year has to be submitted in lieu, duly certified by Chartered Accountant mentioning UDIN.*** In case of Joint Venture bids, all parties must submit the above documents.

(IV). Foreign bidder as single entity can participate in the tender fulfilling the TERMS AND CONDITIONS OF TENDER of the Tender Document. Foreign bidder as single entity shall quote in Indian Rupee Currency and all payments whatsoever shall be made in Indian Rupee Currency. Any foreign agency can participate in the tender by making a Joint Venture with Indian Firms fulfilling the TERMS AND CONDITIONS OF TENDER of the Tender Document.

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

A. Scanned copies of the “Tender Document Fee” and “Earnest Money Deposit” as follows, must be uploaded under Part-I i.e. Techno-commercial part of the e-Tender.

(a). Demand Draft/Banker’s Cheque/Pay Order in original, for Rs.2,950/- towards cost of Tender Document. drawn in favour of “Kolkata Port Trust”, issued from a Nationalized Bank/Scheduled Bank in India, having Branch at Kolkata.

(b). Demand Draft/Banker’s Cheque/Pay Order in original, for Rs.5,40,000/- drawn in favour of “Kolkata Port Trust”, issued from a Nationalized Bank/Scheduled Bank in India, having Branch at Kolkata.

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

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

(a). Undertaking of the tenderer to be submitted as per enclosed Pro-forma at ANNEXE-C, in lieu of submission of signed copies of the Tender document in full.

(b). Tender Fee and Earnest Money Deposit.

(c). Copies of Audited Balance Sheets and Profit and Loss Accounts of the tenderer for the last 3 years viz. 2016-17, 2017-18 and 2018-19 are to be furnished. In the event of non-submission of Audited Balance Sheet for the financial year ending 31.03.2019, the turnover for that financial year has to be submitted in lieu, duly certified by Chartered Accountant mentioning UDIN.

(d). Documentary evidence of successful completion of similar work as proof of fulfilling the Pre-qualification Criteria of the tender.

(e). GST Registration Certificate.

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

(g). Trade License/ Registration.

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

(i). Income Tax Return of last 3 years ending 31st March, 2019.

(j). 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). Profile 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**.

(l). In case of Joint Venture, all members shall have to submit documents as per (a) to (k) above. The tender submitted in joint venture shall be guided by the Joint Venture Terms and Formats as per **ANNEXE-J** and **ANNEXES- J1 to J6**.

(m). Work Completion Certificates issued to bidder from clients in respect of executed similar assignments fulfilling the Pre-qualification Criteria of the tender.

(n). Work Completion Certificates issued to bidder from clients to satisfy the scoring criteria for evaluation as per Sl. No. 1 under Clause No. 21 II under Terms and Conditions of Tender.

(o). CV along with educational qualification certificate and experience certificate by each of the of key personnels duly self-certified and duly ratified by the bidder as stated at Point (a) under Column “Experience” of Sl. No. 1 to 6 under Clause No. 22 of Terms and Conditions of Tender.

(p). Supporting documents to substantiate the executed assignments as stated at Point (b) under Column “Experience” of Sl. No. 1 to 6 under Clause No. 22 of Terms and Conditions of Tender, for fulfillment of scoring criteria mentioned at Sl. No. 3 under Clause 21 II under Terms and Conditions of Tender.

(q). Certificates of educational qualifications of each of the key personnels as stated under Sl. No. 1 to 6 under Clause No. 22 under Terms and Conditions of Tender.

(r). Certificates from clients in respect of executed assignments by the bidder as well as Certificates to substantiate experiences of each of the key-personnel for their executed assignments, shall contain the following:

- Name, address of the organization issuing certificate,
- Date of commencement and completion of work,
- Value of executed work,
- Name of contact person of the organization
- Address, Mobile number, FAX No. and email address etc. of the contact person.

Note: Client’s certificates/documents mentioned above shall be in English language only. A mere declaration without any certificates/documentary evidences shall not be considered.

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

(t). Proposed indicative work programme for the execution of the services, illustrated with bar chart of activities. The composition of the team *including all the key personnel*, the assigned tasks should be brought out clearly using bar charts and flow diagrams. During pendency of the contract, activities of all the key personnel shall have to be established in discharging consultancy work.

3. The tenderer should clearly understand that no information/indication as to price should be entered in the page of “Bill of Quantities” or elsewhere in the Techno-commercial Bid. Indication of price anywhere in any manner in the Techno-commercial part of the tender would lead to rejection of the offer.

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

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

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

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

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

9. Should there be any doubt or ambiguity as to the meaning of any portion of the tender document or if any further information is required, the same shall be clarified/amended by 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 or otherwise, the same shall be hoisted in Kolkata Port Trust’s website and CPP Portal only for information of all concerned and the same shall form a part of the Tender Document. 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 tender. For attending the Pre-bid Meeting, the representatives of the tenderers should accompany proper authorizations letters from their respective organizations. The tenderers, however, before the Pre-bid meeting, can submit in the form of letters their doubt or ambiguity as to the meaning of any portion of the tender document and can sought for further information, if any is required.

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

11. The 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.

12. Kolkata Port Trust has the right to recover mandatory loss including interest and penalty suffered by it due to any non-compliance of tax law by the 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.

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

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

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

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

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

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

19. Cost of Tender Document : Rs.2,950/- in the form of Banker's Cheque or Demand Draft or Pay Order drawn in favour of "Kolkata Port Trust", payable at Kolkata, issued from a Nationalized Bank/Scheduled Bank in India, having Branch at Kolkata must reach the office of the Chief Mechanical Engineer, Kolkata Port Trust, Mechanical and Electrical Engineering Department, 8 Garden Reach Road, Kolkata – 700043 before the scheduled time and date of opening of the Techno-commercial bid. **However, a scanned copy must be uploaded under the Part-I i.e. Techno-commercial part of the e-Tender.**

20. Earnest Money Deposit: Rs.5,40,000/- in the form of Banker's Cheque or Demand Draft or Pay Order drawn in favour of "Kolkata Port Trust", payable at Kolkata, issued from a Nationalized Bank/Scheduled Bank in India, having Branch at Kolkata, must reach the office of the Chief Mechanical Engineer, Kolkata Port Trust, Mechanical and Electrical Engineering Department, 8 Garden Reach Road, Kolkata – 700043 before the scheduled time and date of opening of the Techno-commercial bid. **However, a scanned copy must be uploaded under the Part-I i.e. Techno-commercial part of the e-Tender.**

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

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

21. Evaluation criteria: 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. 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 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	55	60% of the maximum mark would be awarded for one eligible assignment as per pre-qualification criteria of the tender and 40%** of the maximum mark would be awarded for additional eligible assignment as per the pre-qualification 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	40	60% of the maximum mark would be awarded to key-personnel for one eligible assignment fulfilling the eligibility criteria as stated at Point (b) under Column “Experience” of Sl. No. 1 to 6 under Clause No. 22 of Terms and Conditions of Tender and 40%** of the maximum mark would be awarded for additional eligible assignment.
a.	Team leader cum Senior Engineer (Bridge)	12	
b.	Structural Expert (Bridge)	8	
c.	Mechanical Expert (Bridge)	8	
d.	Civil Engineer (Bridge)	4	
e.	Mechanical Engineer	4	
f.	Electrical Engineer	4	
	Grand Total (1+2+3)	100	

** While awarding marks for the number of additional eligible assignments in respect of bidders and key- personnel who has undertaken the highest number of eligible assignments, shall be entitled to a maximum score for the respective category and all other competing bidders and respective key personnel shall be entitled to proportionate score.

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 60 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(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.

x = 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 60 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 60, all the three proposals were found to be technically suitable. Using the formula T/T(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(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.

22. Eligibility criteria of key personnel of the consultancy team during contract period of technical consultancy service: The Consultancy Team shall include but not limited to, at least the following key personnel.

Sl. No.	Position	Educational Qualification	Experience
1	Team Leader cum Senior Engineer (Bridge)	Graduation in Civil Engineering or Graduation in Mechanical Engineering.	(a).15 or more years of experience in dealing with bridge. (b).Experience as Team Leader in bridge project for at least in one project of worth not less than Rs.28 crore.
2	Structural Expert (Bridge)	Graduation in Civil Engineering with Post Graduation in Structural Engineering or Graduation in Civil Engineering with Professional Engineer (PE) Certificate under National Council with International Professional Engineer Register.	(a).12 or more years of experience in dealing with bridge. (b).Experience in structural design of movable bridge for at least in one project of worth not less than Rs.28 crore.
3	Mechanical Expert (Bridge)	Post Graduation in Mechanical Engineering or Graduation in Mechanical Engineering with Professional Engineer (PE) Certificate under National Council with International Professional Engineer Register.	(a).12 or more years of experience in dealing with Mechanical Engineering Project. (b).Experience in design of movable bridge for at least in one project of worth not less than Rs.28 crore.
4	Civil Engineer (Bridge)	Graduation in Civil Engineering.	(a).10 or more years of experience in dealing with bridge. (b).Experience in design of bridge for at least in one project of worth not less than Rs.28 crore.

5	Mechanical Engineer	Graduation in Mechanical Engineering.	(a).10 or more years of experience in dealing with Mechanical Engineering Project. (b).Experience in design of mechanical and hydraulic systems for at least in one project of worth not less than Rs.12 crore.
6	Electrical Engineer	Graduation in Electrical Engineering.	(a).10 or more years of experience in dealing with Electrical Engineering Project. (b).Experience in design of electrical works for at least in one project of worth not less than Rs.5.60 crore.

SCOPE OF WORK

PART- A

1. 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.

2. Preparation of Scope of work for mechanical, hydraulic, electrical and civil engineering works including preparation of detailed scheme and drawing for:

- (i). Restoration of Girders,
- (ii) Fixing Buffer Plates and Limit Switch arrangement,
- (iii) Fixing arrangement for Top Cover Plates of approach and bridge junction,
- (iv). Restoration of Leaf and Nose Lock including all components,
- (v). Steel structure of counter weights,
- (vi). Rolling segment and Truck Girder,
- (vii). Reduction Gear Trains,
- (viii). Electro-oil Hydraulic drive System,
- (ix). Tail Locks,
- (x). All electrical systems including Control Panel,
- (xi). Any other items if required to be repaired/replaced.

3. Preparation of technical specification based on existing parameters as available.

4. 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.
5. 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,
6. Assist KoPT for scrutiny of technical offers to be received against the tender for renovation of the Bascule Bridge. Submission of technical appraisal report of the bids.

PART-B

7. Vetting and approval of the following as would be prepared by the contractor engaged for work of renovation:
 - (i). General Arrangement Drawings,
 - (ii). Detailed engineering/manufacturing/construction drawings,
 - (iii). Design calculations related to civil, mechanical, and hydraulic and electrical engineering works,
 - (iv). QAP.

SPECIAL CONDITIONS OF CONTRACT

1. All works at PART-A and PART-B under the SCOPE OF WORK shall have to be carried out by the Consultant. The commercial terms and conditions and general terms and conditions of the tender for renovation of the Bascule Bridge would be prepared by KoPT.

2. Time Schedule for Technical Consultancy Works:

(i). Time for consultancy works for carrying out the works under Sl. Nos. 1 to 5 of PART-A under SCOPE OF WORK is 90 days from the date of receipt of Order Letter from KoPT.

(ii). The time period from the day one thereafter till handing over the Techno-commercial Bids (as would be received by Kolkata Port Trust against invitation of tenders) to the Consultant shall not be counted as/within the time schedule of Consultant. In other words, the onus for initiating the tendering process after completion of works under Sl. Nos. 1 to 5 of PART-A under SCOPE OF WORK and handing over the Techno-commercial Bids thus received, would solely rest on Kolkata Port Trust.

(iii). The time for submission of Technical Appraisal Report as mentioned at Sl. No.6 of PART-A under SCOPE OF WORK, after receipt of the bids from KoPT, is 15 days.

(iv). Vetting and approval or comments on General Arrangement Drawings, detailed engineering/manufacturing/construction drawings and design calculations related to civil, mechanical, hydraulic and electrical engineering works of PART-B under the SCOPE OF WORK, shall have to be completed within 21 days in each occasions from the date of receipt of drawings and documents from KoPT as prepared 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 satisfactory 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.

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 6 in format of the Bill of Quantities under PART-A and (ii). Price excluding GST, as applicable, for vetting and approval of General Arrangement Drawings, detailed engineering/manufacturing/construction drawings and design calculations related to civil, mechanical, hydraulic and electrical engineering work as prepared by the renovation contractor during execution of renovation work of Bascule Bridge, as per Scope of Work under Sl. No.7, in format of the Bill of Quantities under PART-B.

It is considered that the consultant would be engaged till commissioning of the bridge. It is also estimated that the time of completion for renovation of the bridge would be 12 months tentatively. In the event of extension of execution time beyond 12 months, payment to the consultant would be made on pro-rata basis on lump-sum quoted price under PART-B, 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 for the extended period on prorata basis, subject to a maximum of 10% of the quoted price under PART-B of BILL OF QUANTITIES. GST as applicable would be paid extra.

For example:

Let the quoted price excluding GST for works at PART-B= Rs. X, Let the number of days extended beyond 12 months = Y,

Therefore, the payable amount for the said extended days = $(Rs.X / 365) \times Y$, which is subject to a maximum of 10% of the quoted price under PART-B of BILL OF QUANTITIES

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

- (i). 60 % of quoted price under PART-A of BILL OF QUANTITIES of the consultancy service as payment upon submission of Health Assessment Report, upon submission of technical Specifications, Drawings, Scope of Work, Bill of Quantities along with estimated cost as per Sl. 1 to Sl. No. 5 of SCOPE OF WORK.
- (ii). 20% of quoted price under PART-A of BILL OF QUANTITIES of the consultancy service as payment upon assisting KoPT in scrutiny of technical offers and issuance of Technical Appraisal Report (TAR) of the bids as per Sl. No. 6 of SCOPE OF WORK.
- (iii). Schedule of balance payment of 20% of quoted price under PART-A of BILL OF QUANTITIES is described under Clause No. 6.B here-in-below.

B. Terms of stage payment on the quoted price for the works under PART-B of BILL OF QUANTITIES: The contractor to be engaged for renovation initially would submit tentative list of drawings and documents containing design calculations, to be vetted and approved by the consultant.

- (i). 60% payment of the quoted rate for PART-B and 10% of the quoted rate of PART-A would be made to the consultant for vetting and approval of 60 % of the total number of drawings in the said list.

(ii). Balance amount against works mentioned under PART-B and 10% of the quoted rate of PART-A would be made after completion of total renovation work and satisfactory commissioning of the bridge.

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-E**. 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 1 year 6 months with an additional claim period of 6 months. The Bank Guarantee would be released after two months of successful and satisfactory completion of the entire work 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: (i). ½% (half percent) of the price under PART-A for every week or part thereof, subject to maximum 10% (ten percent) of the price under PART-A, would be deducted for accumulated delay beyond the time schedule for technical consultancy works under PART-A. (ii). ½% (half percent) of the price under PART-B for every week or part thereof, subject to maximum 10% (ten percent) of the price under PART-B would be deducted for accumulated delay beyond the time schedule for completion for the work under PART-B.

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). Jolly Boat would be provided for inspection of bridge structure over canal,

(vii). All statutory clearance from local administration.

11. Facilities to be arranged by Consultant: Necessary arrangement for inspection and testing viz. inspection gantry, van jack, scaffolding etc. shall have to be arranged by the Consultant without any extra cost to KoPT.

12. Damage and loss to private property and injury to workmen: The contractor shall at his own expenses reinstate and make good to the satisfaction of 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.

13. 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-D).

14. 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.

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

16. 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.

17. 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.

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. Bill of Quantities,
- c. Special Conditions of Contract,

- d. Scope of Work
- e. Terms of Payment,
- f. General Conditions of Contract
- g. Instructions to the Tenderer
- h. Any other document(s) forming part of the Contract

19. Responsibility and accountability of Consultant:

(a). **Compliance of instructions of GOI:** The consultant shall comply with the relevant and extant instructions of Government of India, GFR issued by the Ministry of Finance, Guidelines of CVC and provisions of the Procurement Manual as applicable, to the advice/service to be rendered by the consultant.

(b). **Accountability:** The consultant must be accountable for his advice/service/work rendered to the employer. In the event of any problem/disruption in carrying out the renovation work due to consultant's advice/service/work, the same shall have to be addressed by the consultant without any involvement of cost whatsoever to Kolkata Port Trust. In the event of failure to address the problems caused by his advice/service/work, a penalty @ 2% on each occasion subject to a maximum of penalty of 10 % of the total quoted price would be deducted.

(c). **Conflict of interest:** The consultant shall avoid any conflict of interest while discharging contractual obligation and bring, beforehand, any possible instance of conflict of interest to the knowledge of the employer while rendering any advice or service. The consultant must act in the interest of the employer and render any advice/service with professional integrity. Further, a consultant is expected to undertake an assignment/project only in the areas of expertise and where its capability to deliver efficient and effective advice/service to the employer.

(d). The consultant shall cooperate fully with any legitimacy provided/constituted investigative body, conducting inquiry into processing of execution of the consultancy contract/ any other matter related to discharge of contractual obligations by the consultant.

20. 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.

21. No change shall be made in key-personnel. If for any reason beyond the control of the consultant, it becomes necessary to replace any of the key-personnel, the consultant shall forthwith provide as replacement a person of equivalent qualification and experience with intimation to Kolkata Port Trust.

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

BILL OF QUANTITIES

Sub: Engagement of Consultant for Technical Consultancy Work for Renovation of Bascule Bridge at Kolkata Dock System, Kolkata Port Trust.

Notice Inviting Global e-Tender No.: KoPT/KDS/Mech/C/ADV/551 dated 26.12.2019.

Sl. No.	Description of Work	Lump-sum quoted rate in INR
1.	PART-A: Price excluding GST, as applicable, for Consultancy Services for Renovation of Bascule Bridge as per Scope of Work at Sl. No. 1 to 6.	Rs.....
2.	PART-B: Price excluding GST, as applicable, for vetting and approval of General Arrangement Drawings, detailed engineering/manufacturing/construction drawings and design calculations related to civil, mechanical, hydraulic and electrical engineering work as prepared by renovation contractor as per Scope of Work at Sl. No.7.	Rs.....
3.	Total quoted prices excluding GST = Summation of lump-sum quoted price against PART-A and PART-B.	Rs.....

**Covering Letter for submission of Tender (for Single
Entity Tenderer as well as for Joint Venture)**

(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 – 700043

Dear Sir,

We,(Name of the Tenderer) having carefully examined, read, understood its contents, hereby submit our tender for
.....(name of the work) and confirm that we unconditionally accept all the terms and conditions of the tender including the Addendum (if issued). We declare that all information and proofs provided in the tender including the Addendum are true and all documents accompanying the tender are true copies of their respective originals.

2. We undertake to execute and perform the work completely in accordance with all the terms and conditions of the tender and the Addendum (if issued).

4 We declare that in our offer, there is no deviation from the terms and conditions of the instant Tender Document and the Addendum (if issued).

5. We declare that any partner/director of our company is not associated with any other firm bidding for this tender.

6. We declare that we have not altered/modified/deleted/added any terms and conditions of the tender document and the Addendum (if issued).

7. We declare that we shall make available to Kolkata Port Trust additional information which may be necessary in supplementing or authenticating our tender.

8. We declare that we have not been banned/debarred/delisted by Central Govt./any State Govt. or any entity controlled by them or any other legal authority from participating in any Tender/Contract/Agreement of whatever kind. We further declare that neither we have 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.

9. We,(Name of Tenderer) hereby undertake that we shall 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.

10. We declare that we shall refrain from any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.

11. 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:

Profile of the Tenderer(for Single Entity Tenderer as well as for Joint Venture)

(On official Letterhead)

Profile of the tenderer	
Name of the tenderer	
Country of incorporation	
Address of the corporate headquarters and its branch office(s), if any in India	
Date of incorporation and commencement of business	
Brief description of the Company including details of its main lines of business and proposed role and responsibilities in connection with implementation of the tender.	

Details of individual(s) of the tenderer who will serve as the point of contact for communication with Kolkata Port Trust	
Name	
Designation	
Company	
Address	
Telephone no (Land line and mobile)	
E-Mail Address	
Fax Number	

Details of Authorized Signatory of the tenderer	
Name	
Designation	
Company	
Address	
Telephone no (Land line and mobile)	
E-Mail Address	
Fax Number	

Signature of Power of Attorney Holder(s):

Name:.....

Designation:

Date:

Seal:.....

Undertaking in lieu of submission of signed copy of Tender Document

(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:

**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 therefrom as may be made by the Engineer under the provisions here-in-after contained.
- 1.15. **"Month"** means English Calendar Month.
- 1.16. **"Excepted risks"** are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks)
- 1.17. Word importing the **singular** only, also includes the **plural** and vice-versa where the context so required.
- 1.18. The **headings and marginal notes** in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 1.19. Unless otherwise stipulated the word "Cost" shall be deemed to include overhead costs of the contractor, whether on or off the site.

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

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

- (b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.
 - (c) to order for any variation, alternation and modification of the work and for extra works.
 - (d) to issue certificates as per contract
 - (e) to settle the claims & disputes of the Contractor and Trustees, as the first referee.
 - (f) to grant extension of completion time.
- 2.4. The Engineer's representative shall:
- (a) watch and supervise the works,
 - (b) test and examine any material to be used or workmanship employed in connection with the work.
 - (c) have power to disapprove any material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard.
 - (d) take measurements of work done by the contractor for the purpose of payment or otherwise.
 - (e) order demolition of defectively done work for its reconstruction all by the Contractor at his own expense,
 - (f) have powers to issue alteration order not implying modification design and extension of completion time of the work and
 - (g) have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Contractor.
- 2.5. Provided always that the Engineer's Representative shall have no power:
- (a) to order any work involving delay or any extra payment by the Trustees,
 - (b) to make variation of or in the works and
 - (c) to relieve the Contractor of any of his duties or obligations under the Contract.
- 2.6. Provided also as follows:
- (a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, bracing-up thereof and reconstruction at the contractor's cost and the contractor shall have no claim to compensation for the loss sustained by him.
 - (b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.
 - (c) Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in Engineer to his Representative in writing shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation. Contractor and the Trustees as though it had been given by the Engineer, who may from time to time, make such delegation.

3. THE TENDER / OFFER AND ITS PRE-REQUISITES

- 3.1. The Contractor shall, before making out and submitting his tender / offer be deemed to have inspected and examined the site, fully consider all factors, risks and contingencies, which will have direct and in direct impact on his expenses and profit

from the work and shall be specifically deemed to have taken the following aspects into consideration:

- (a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climate conditions, the means of access to the site and all other local conditions including the likely charges and costs for temporary way-leave, if any, required for the work.
 - (b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract.
 - (c) The accommodation required for the workmen and site office, mobilization, demobilization and storage of all plant, equipment and Construction materials.
 - (d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all of Contractor's cost.
 - (e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made there under, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance.
 - (f) Payment of all kinds of stamp-duty for exacting the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds.
- 3.2. The Contractor's tender shall be in ink on the Tender Forms supplied by the Trustees, unless stipulated otherwise in the Notice-Inviting the Tender and shall be faultless in figures and free from erasing. Corrections, if any, shall only be made by scoring out and initialling of the revised figure.
- 3.3. If required by the Engineer or the Trustees, the Contractors in their tender or subsequently, shall disclose the names of their owners/partners/Share Holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled.
- 3.4.
- (a) Unless otherwise 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%	1% on first Rs.10,00,000/- +1/2% on next Rs.10,00,000/-

	on the balance	+ ¼% on the balance
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- (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) last or damaged, (ii) consumed in excess of requirement, and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills or from any of his other dues, after adding 19 ¼% extra over the higher one of the followings—
1. The issue rate of the materials at the Trustees' Stores, and
 2. The market price of the material on the date of issue as would be determined by the Engineer.
- 5.9. The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time – (i) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the Engineer or his Representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and proper re-execution of any work, which in respect of material and workmanship is not in accordance with the contract or the instructions of the Engineer. The contractor shall comply with such order at his own expense- and within the time specified in the order. If the contractor falls to comply, the Engineer shall be at liberty to dispose and such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days.
- 5.10. No work shall be covered up and put out of view by the contractor without approval of the Engineer or his Representative and whenever required by him the contractor shall uncover any part or parts of the work or make openings in or through the same as may be directed by the Engineer or his Representative from time to time and shall reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the contractor. The Trustees shall reimburse such cost as determined by the Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.
- 5.11. On a written order of the Engineer or his Representative the contractor shall delay or suspend the progress of the work till such time the written order to resume the execution is received by him. During such suspension the contractor shall protect and secure the work to the satisfaction of the Engineer or his Representative. All extra expenses in giving effect to such order shall be considered by the Trustees, unless such suspension is
- (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 Trustees' whereby the contractor shall indemnify the Trustees' against all financial loss/ damage, on account of loss/ damage to such materials for whatever reasons.

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

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

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

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

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

7. VARIATION AND ITS VALUATION:

- 7.1. The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfillment of his obligation under the contract.
- 7.2. The Engineer shall have the power to order the Contractor in writing to make any variation of the Quantity, quantity or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows:
- a) Increase or decrease the quantity of any work included in the contract.
 - b) Omit any work included in the contract.
 - c) Change the Character or quality or kind of any work included in the contract.
 - d) Change the levels, lines, position and dimensions of any part of the work, and
 - e) Execute extra and additional work of any kind necessary for completion of the works.
- 7.3. No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly.
- 7.4. Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work up to 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer's subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause.
- 7.5. a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer.
- b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.
 - c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra additional or

substituted work, then the Engineer may decided the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.

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

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

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

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

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

days notice in writing has been given to the contractor by the Engineer or his Representative.

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

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

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

9. MAINTENANCE AND REFUND OF SECURITY DEPOSIT

- 9.1. On completion of execution of the work the contractor shall maintain the same for a period, as may be specified in the form of a Special Condition of the Contract, from the date mentioned in the initial Completion Certificate in the Form G.C.1. Any defect / fault, which may appear in the work during aforesaid maintenance period, arising, in the sole opinion of the Engineer or his Representative, from materials or workmanship not in accordance with the contract or the instruction of the Engineer or his Representative, shall, upon the written notice of the Engineer or his Representative, be amended and made good by the Contractor at his own cost within seven days of the date of such notice, to the satisfaction of the Engineer or his Representative, failing which the Engineer or his Representative shall have the defects amended and made good through other agency at the Contractor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in manner deemed suitable by the Engineer.
- 9.2. The Contract shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a final Completion Certificate in from G.C. 2 annexed hereto shall have been signed and issued by the Engineer to the contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working or using thereof by the trustees shall not relive the Contractor of his obligations under the contract for full and final completion of the work.
- 9.3. On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by submitting to the Engineer (i) The Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his "No further claim" Certificate in from G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in from G.C.2 and within two months of the Engineer's recommendation, the Trustees shall refund the balance due against the Security Deposit to the Contractor, after making deduction there from in respect of any sum due to the Trustees from the Contractor.

10. INTERPRETATION OF CONTRACT DOCUMENTS , DISPUTES & ARBITRATION

- 10.1. In all disputes, matters , claims , demands or questions arising out of or connected with the interpretation of the Contract including the meaning of

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

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

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

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

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

Name.....
Designation.....

Office Seal

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

KOLKATA PORT TRUST

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)

**Draft Pro-forma of Bank Guarantee (Performance Bond) in lieu
of cash Security Deposit**

(on Non-Judicial Stamp Paper worth Rs.50/-)

To

The Board of Trustees
for the Port of Kolkata.

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

Name of issuing Bank.....

Name of Branch.....

Address.....

In consideration of the Board of Trustees for the Port of Kolkata, a body corporate – duly constituted under the Major Port Trusts Act, 1963 (Act 38 of 1963), 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 Contractor's bill under the terms and conditions of a contract made between the Trustees and the Contractor (write the name of work as per Work Order) in terms of Work Order No..... datedfor (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), weBranch, Kolkata/ Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, weBranch, Kolkata/Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date such demand by as A/c. Payee Banker's case drawn in favor of "Kolkata Port Trust", without any demur. Even if be any dispute between the Contractor and the Trustees, this would be no ground for us,..... (Name of Bank),Branch, Kolkata /Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that we,Branch, Kolkata..... /Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid, shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the Contractor.

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

3. We,... .. Branch, Kolkata/Haldia, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the Contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract, have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the Contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive ofday of..... ..200.....and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto.....or any extension thereof made by us,Branch, Kolkata...../Haldia, in further extending the said validity period of this Bank Guarantee on Non-judicial Stamp Paper of appropriate value, as required / determined by the Trustees, only on a written request by the Trustees to the Contractor for such extension of validity of this Bank Guarantee.

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

5. We, Branch, Kolkata /Haldia do also agree that the Trustees at their option shall be entitled to enforce this Guarantee against us
... .. Branch, Kolkata /Haldia as principal debtor in the first instance without producing against the Contractor and notwithstanding any security or other guarantee that the Trustees may have in relation to the Contractor's liabilities.

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

SIGNATURE... ..

NAME.....

DESIGNATION.....

(Duly constituted attorney for and on behalf of)

BANK. ,

BRANCH... ..

KOLKATA /HALDIA

(OFFICIAL SEAL OF THE BANK)

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 (thereinafter called “Trustees” which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and(hereinafter called “ the Contractor”, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part.

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.
 - (a) The said Tender / Offer & the acceptance of the Tender / Offer
 - (b) The General Conditions of Contract
 - (c) The Special Conditions of Contract
 - (d) Special Conditions of Contract (if any)
 - (e) The Conditions of Tender
 - (f) The Specifications
 - (g) The Bill of quantities
 - (h) The Trustees Schedule of Rates and Prices (if any).
 - (i) All correspondence by which, the contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned , the Contractor hereby covenant with the Trustees to execute and maintain the work in conformity in all respects with the provisions of the contract.
4. The Trustees hereby covenants to pay to the Contractor, in consideration of such execution and maintenance of the Work, the Contract Prices at the times and in the manner prescribed by the Contract.

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

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

Was hereunto affixed in the presence of:

Name :
Address :

Or

SIGNED, SEALED AND DELIVERED

By the said

In the presence of:.....

Name
Address:

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

Name.....
Address:

Format of Power of Attorney in case of Single Entity Tenderer

(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) to
sign the e-tender No.....for (Subject of the tender:
.....) 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 with Seal)

Format for submitting details of Similar Work in case of Single Entity Tenderer

	Name of similar project(s)/work(s) executed successfully with Work Order/Agreement references;	Period(s) of the project(s)	Value(s) of the project(s)
Single entity			

(Please add more rows depending upon the number of similar project(s)/work(s) executed successfully)

The single entity tenderer 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) of clients.

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

UDIN and other details

Name of the Signatory.....

Signature

Designation

Date

Seal.....

Format for Financial Capability of the Tenderer in case of Single Entity Tenderer

Applicant Type	Average of last 3 years viz. 2016-17, 2017-18 and 2018-19 annual financial turnover (Rupees in Crores)
Single entity Tenderer	Rs.....Crores

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

Name:

Designation:

Date :

Seal.....

CERTIFIED BY

Name of Chartered Accountant Firm

UDIN and other details

Name of the Signatory

Signature

Designation

Date.....

JOINT VENTURE TERMS AND FORMATS

1. In case the tender is submitted in joint venture, the Bidder shall submit the following confirmation along with their offer submitted for this tender.
 - (i). All joint venture agreements shall ensure that all parties of the joint venture are individually and jointly responsible for the tender conditions and such agreements are legally valid.
 - (ii). Joint venture should be in the nature of legally acceptable agreements and such agreements should be notarized as per format **ANNEXE-J6**.
 - (iii). Such joint venture agreement should contain explicitly the scope and responsibilities of all the partners in the joint venture in terms of financial and technical commitments/contribution. The members of JV should be equally, severally and jointly responsible.
 - (iv). One of the members of the joint venture (JV) 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 joint venture (JV) Members as per the format enclosed in the tender document as **ANNEXE – J2**.
 - (v). The Lead Partner shall be authorized to incur liabilities and receive instructions for & on behalf of any & all the partners. The entire execution of the contract, including payment, shall be carried out exclusively through the Lead Partner. During the entire period of the contract, the Lead Partner cannot be changed. In the event of the Lead Partner becoming defunct, selection of the new Lead Partner would be made, as may be mutually agreed between the remaining partner(s) and KoPT, without any additional financial involvement. As the approval towards such new Lead Partner is the sole discretion of KoPT, it must be approved by them, in writing. The said new Lead Partner shall also be jointly, as well as severally, liable with the remaining partner(s) for the satisfactory performance of the contract as per the scope of these bidding documents.
 - (vi). The validity of the joint venture agreement entered upon on the award of Letter of Acceptance (LOA) by the port should continue for the entire period of contract as specified in the tender. All such agreements shall be irrevocable for the above periods.
 - (vii). Where the bidder is a joint venture (JV), the average annual financial turnover of the individual members forming the joint venture (JV) shall be submitted.
 - (viii). The purchaser of the tender document must be a member of the joint venture (JV) submitting the tender.
 - (ix). It is clarified that an unsuccessful bidder or JV shall not be permitted to join a successful JV whose bid is accepted at a later date.

(x). In case of a joint venture (JV), the combined Technical and Financial Capability of those members forming the Joint Venture as explained in this tender document, should satisfy the conditions of eligibility as defined in the pre-qualification criteria of the tender document.

(xi). A Power of Attorney is to be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs.10/- by all members of the joint venture for signing of tender as per format **ANNEXE- J1.**

(xii). Further, a Power of Attorney is to be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 10 by the lead member of the joint venture for signing of tender as per format **ANNEXE- J2.**

(xiii). Details of similar works executed successfully by the tenderer and details of financial capability of the tenderer is to be submitted as per format **ANNEXE- J3 and ANNEXE-J4.**

(xiv). All the members of the Joint Venture 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- J5.**

Format for Power Of Attorney for signing of tender in case of Joint Venture

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

Date :

POWER OF ATTORNEY

To whomsoever it may concern

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

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

(Attested signature of Mr.)

For(Name of the Tenderer / Joint Venture Members with Seal)

Note –

(In case of Joint Venture, representative of all members must sign)

Format For Power Of Attorney For Lead Member Of Joint Venture

(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 “.....” (Tender No.).

Whereas,,, And (collectively the “Joint Venture”) being members of the Joint Venture 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 Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney to conduct all business for and on behalf of the Joint Venture and any one of us during the bidding process and, in the event the Joint Venture is awarded the Contract, during the execution of the contract, and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Joint Venture 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 Joint Venture and generally to represent the Joint Venture 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 Joint Venture’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 / Joint Venture.

IN WITNESS HEREOF WE HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS
DAY OF2019

For
.....
.....
(Name & Title)

For
.....
(Name & Title)

For
.....
(Name & Title)

Witnesses:

1.

2.

.....

(To be executed by all the members of the Joint Venture)

Format for submitting similar works in case of Joint Venture

	Name of similar project(s)/work(s) executed successfully	Period(s) of the project(s)	Value(s) of the project(s)
Joint Venture Member-1			
Joint Venture Member-2			
Joint Venture Member-3			

(Instructions: Each member of Joint Venture should furnish its details in the appropriate column. Description of each of the projects/works shall have to be provided while giving the following details).

- (i). Work Order/Agreement references of the project(s)/work(s) executed successfully,
- (ii). Location of the said projects/works,
- (iii). Name of contact Person(s) of clients with designations,
- (iv). Address of contact Person(s) of clients,
- (v). Telephone/Mobile No. of contact Person(s) of clients,
- (vi). Fax Number of contact Person(s) of clients,
- (vii). Email id of contact Person(s) of clients.

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

Name:

Designation:

Date:

Seal:

CERTIFIED BY

Name of Chartered / Certified Accountant Firm

UDIN and other details

Name of the Signatory.....

Signature

Designation

Date

Seal.....

Details of financial capability of the Tenderer

Applicant type	Annual financial turnover (Rs. In Crores)
Joint Venture Member – 1	
Joint Venture Member – 2	
Joint Venture Member – 3	

(Instructions: Please add more rows depending upon Joint Venture Members. The Joint Venture Tenderer including each members 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

UDIN and other details

Name of the Signatory

Signature

Designation

Date :

Covering Letter in case of Joint Venture)

To,

Date:.....

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

Dear Sir,

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

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.

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

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

I/we also certify the following:

I/we / any of the Joint Venture 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

I/we certify that in the last three years, I/We/any of the Joint Venture 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.

I/we declare that:

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

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.

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

.....(Name of Tenderer) hereby undertakes that I/we will abide by the decision of KoPT in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by KoPT in this regard.

Thanking you,

Yours faithfully,

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

Name:

Format in case of Joint Venture Agreement

(To be submitted on stamp paper)

This Joint venture agreement is made atonday of 20.... 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 of..... AND WHEREAS THE Second Party is engaged in the business of AND WHEREAS both the parties are desirous of entering into a joint venture 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 for execution of subject works.

NOW THIS DEED WITNESSED AS UNDER:

(a). That under this Joint Venture 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 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 authorized to incur liabilities and receive instruction for and on behalf of any and all the partners and parties of the Joint Venture 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 above, 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 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 shall be at _____

(i). The Joint Venture 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 shall open and maintain bank account(s) atThe Lead Partner as mentioned above shall have the power to receive the payments on behalf of the Joint Venture and to give discharge on behalf of the Joint Venture.

IN WITNESS WHEFEOF the Parties hereto have signed hereunder aton thisday of

Party of First Part

Party of Second Part

Witness:

(1)

(2)

Check List for Bid submission

Scanned copies of the following documents are to be uploaded

Sl. No.	Document particulars	Cover No.	Please tick (✓) if submitted and cross (X) if not submitted
1.	Scanned copy of Covering Letter for submission of Tender as per ANNEXE-A	Cover-I	
2.	Scanned copy of Profile of Tenderer as per ANNEXE-B.	Cover-I	
3.	Scanned copy of Undertaking in lieu of submission of signed copy of Tender Document in full as per ANNEXE - C.	Cover-I	
4.	Scanned copy of Tender Fee.	Cover-I	
5.	Scanned copy of Earnest Money Deposit.	Cover-I	
6.	Scanned copies Audited Balance Sheet and Profit and Loss Account for last three financial years ending 31 st March, 2019.	Cover-I	
7.	Scanned copies of Income Tax Returns of last three years ending 31 st March, 2019.	Cover-I	
8.	Scanned copies of 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	
9.	Scanned copy of self-attested valid GST Registration Certificate.	Cover-I	
10.	Scanned copy of self-attested valid Professional Tax Clearance Certificate/up to date Tax payment Challan, if applicable.	Cover-I	
11.	Scanned copy of self-attested valid Trade Licence/Registration.	Cover-I	
12.	Scanned copy of self-attested PAN Card.	Cover-I	
13.	Scanned copy of statement to confirm the status of the tenderer, as to whether a Partnership Firm/Company/Proprietorship Firm or not.	Cover-I	
14.	Scanned copy of financial capability of the tenderer.	Cover-I	
15.	Scanned copies of all documents under Terms and Conditions of Tender other than those mentioned at Sl. Nos.1 to 14 hereinbefore.	Cover-I	