

**NOTICE INVITING TENDER**

**WORK TITLE: -** **SETTING UP OF OFFSHORE LIQUID BULK TERMINAL WITH COMPOSITE FACILITY FOR CARGO HANDLING AND MOORING OPERATIONS THROUGH INSTALLATION OF BUOYS AND FLOATING PIPELINE NEAR 3<sup>RD</sup> OIL JETTY ON THE RIVER HOOGHLY FOR A PERIOD OF 5 (FIVE) YEARS AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST.**

**E -TENDER NO: KoPT/Haldia Dock Complex/ I&CF Div/18/19-20/ET/35**

E-Tenders under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from resourceful, experienced and bonafide agencies with sound technical and financial capabilities on fulfilling the following Pre-qualification Criteria for the subject work;

**PRE-QUALIFICATION CRITERIA FOR BIDDERS: -**

1. Intending Tenderer(s) as a Single Entity &/or company formed under Joint Venture agreement is eligible to participate in the tender.
2. Liquid Cargo Pipeline operators may participate in this tender.

**Essential Experience Criteria**

1. The tenderer must have experience of handling liquid bulk cargo to/from vessels at one or more Marine Port Terminal(s) in any single year over a period of last 7 financial years ending on 30/06/2019 as per either of the following criteria:
  - a) A single experience of handling of 80% of 1.04 MMT of liquid bulk cargo,
  - or
  - b) Two individual experiences of handling of 50% of 1.04 MMT of liquid bulk cargo,
  - or
  - c) Three individual experiences of handling of 40% of 1.04 MMT of liquid bulk cargo.
2. Having experience of minimum 1 year for Operation of Floating Pipeline for handling of liquid bulk cargo to/from vessels at one or more Marine Port Terminal(s).

**Note:** Details of the eligible cargo handling experience in respect of above during a period of last 7 financial years supported by certificates from the Agencies/ Authorities concerned where/ on behalf of whom such experience had been gathered (strictly in a marine port terminal) during the period under consideration shall have to be submitted by the tenderer along with the techno- commercial bid as proof of credentials.

**Financial eligibility criteria:**

- a) The average annual financial turnover of the tenderer during the last three completed financial years i.e. 2016-17, 2017-18 and 2018-19 shall be at least Rs 63 lakhs.
- b) In case the financial turnover is not available for the current financial year then certification from a Chartered Accountant shall have to be submitted by the Tenderer.

**2.1(a)** The Bidder for pre-qualification may be a single entity or a group of entities (Joint Venture / consortium), coming together to implement the Project. However, no bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Joint Venture / consortium.

[NIT-2]

**2.1(b) Guidelines for participation of a single entity who had previously participated in any work of similar nature as one of the member of a Joint venture**

When the bidder is a single entity, who had previously participated in any work of similar nature as one of the member of a Joint venture, uses the credential of that particular work to justify his/her technical eligibility criteria for the instant tender, then the value of the completed work shall be reckoned only to the extent of the concerned member's share in that JV firm for the purpose of satisfying his/her compliance to the technical eligibility criteria in the instant tender.

**2.2** Two or more bidders may form a "Joint Venture / consortium" among themselves or by including some other firms having required expertise/ experience and submit the offer in the name of "Joint Venture / consortium". If the offer is made in the name of "Joint Venture/ consortium" the details and composition shall be clearly spelt out in the Technical bid. If a joint venture firm/ consortium is pre-qualified, the responsibility for execution of works and operations and maintenance shall be in accordance with the Joint Venture/consortium agreement and no deviation from the terms of the JV / consortium agreement will be permitted without prior approval of the Engineer. Tenders submitted by a joint venture / consortium of two or more firms, as partners shall comply with the following requirements:

- a) Companies/contractors may jointly undertake the contract. Each entity would be jointly and severally responsible for completing the task as per the contract, however declaration of Lead member to be indicated by the bidders in their MOU. **The firms with at least 26% equity holding each be allowed to jointly meet the eligibility criteria.**
- b) The tender, and in case of a successful tender, the Form of Agreement, shall be signed so as to be legally binding on all partners.
- c) One of the partners shall be nominated as being In-charge (Lead Partner); and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorised signatories of all the partners;
- d) The partner In-charge (Lead Partner) shall be authorised to incur liabilities and receive instructions for and on behalf of any or all of the partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the partner in charge;
- e) All partners of a joint venture shall be jointly and severally liable for execution of the contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Tender Form and the Form of Agreement (in case of a successful tender); and
- f) A certified copy of the agreement entered into by the members of the joint venture/consortium shall be submitted with the tender.
- g) Value of a completed work done by a Member in an earlier JV Firm shall be reckoned only to the extent of the concerned member's share in that JV firm for the purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration, if applied as a JV / consortium for this particular work.

**TENDER AUTHORITY:-**

General Manager (Engineering), Haldia Dock Complex, Jawahar Tower Complex, Haldia Township, Purba Medinipur-721607, Contact No. – 7478005099, E-mail id: [aganesan.hdc@nic.in](mailto:aganesan.hdc@nic.in)



**[NIT-3]**

Due Date	<b>29-07-2019</b>	Time	<b>UPTO 15:00 hrs.</b>	Date of Opening of Cover-I of the Tender	<b>29-07-2019</b>	Time	<b>15:30 hrs. onwards.</b>
<b>Bid document will be available on MSTC, Website.</b> <b>Bidders will have to participate in bidding process through website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> only.</b>							
Date and Time for pre-bid meeting & site visit	<b>Pre-bid Meeting on 15-07-2019 at 12:00 HRS at the office of General Manager (Engineering), HDC, at Jawahar Tower followed by site visit.</b>						
Cost of Tender document (Non-refundable)	<b>Rs. 2950.00 (including 18% GST) (Rupees Two Thousand Nine Hundred Fifty Only)</b>						
Earnest Money Deposit	<b>Rs 4,20,000.00 (Rupees Four Lakh Twenty Thousand Only)</b>						
Time Of Completion	<b>3 (Three) months.</b>						
Estimated Cost Of Work	<b>Rs 2.08 Cr. (Rupees Two Crore Eight Lakh Only)</b>						

**OTHER INSTRUCTIONS:-**

E-Tenders are invited on two part basis (i.e. Part-I Techno Commercial part & Part-II Price part) from resourceful, experienced and bonafide bidders with sound technical and financial capabilities for the above mentioned work at Haldia Dock Complex.

Details of the Tender & Tender Documents are available in web site of MSTC and have to participate in bidding process through their website [www.mstcecommerce.com](http://www.mstcecommerce.com) only.

E-Tender Document shall neither be issued by post nor sold.

Notification for issuance of any Addendum / Corrigendum to the tender Document will be given only through MSTC website and the bidders are requested to check for the same at the website prior to submission of their offers.

E-Tenderers are not permitted to alter/change/delete/modify any clause of the tender Document down loaded from the website. If any deviation / discrepancy is found after submission of tender, the submitted offer will be summarily rejected.

Bidders shall submit the Bid Document as stipulated in the "Instructions To Bidders" of the e-tender document. Trustees reserve the right to verify the submitted copies of documents / credentials with the original documents.

The successful tenderer will be required to comply with the relevant provisions of BOCW (RECS) Act, 1996, West Bengal BOCW (RECS) Act, 2004 and BOCW Welfare Cess Act, 1996 and the rules framed there under. An amount of cess as per prevalent rate (presently @ 1% of the billed amount) shall be progressively recovered from all the bills of the contractor for onward transmission of the same to the appropriate authority.

E-Tenderers will be received through MSTC up to 15:00 hrs. on the last date of submission and opening of tender specified above.

Part-I of the e-Tender will be opened shortly after 3.30 p.m. on the stipulated date.

Part-II of only technically & commercially qualified bidders will be opened at a later date under due intimation to all concerned.

In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day.

It is stated here that submission of offer for the subject **TENDER WILL NOT BE EXTENDED UNDER ANY SITUATION.**

Kolkata Port Trust reserves the right to reject any or all offers or to accept the offer in whole or in part without assigning any reason whatsoever thereof.

  
**General Manager (Engineering)**  
**HALDIA DOCK COMPLEX**

# **KOLKATA PORT TRUST HALDIA DOCK COMPLEX**

**E-TENDER FOR "SETTING UP OF OFFSHORE LIQUID BULK TERMINAL WITH COMPOSITE FACILITY FOR CARGO HANDLING AND MOORING OPERATIONS THROUGH INSTALLATION OF BUOYS AND FLOATING PIPELINE NEAR 3<sup>RD</sup> OIL JETTY ON THE RIVER HOOGHLY FOR A PERIOD OF 5 (FIVE) YEARS AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST."**

**E -TENDER NO: KoPT /Haldia Dock Complex/ I&CF Div/18/19-20/ET/35**

**TENDER DOCUMENT**  
**KOLKATA PORT TRUST**  
**HALDIA DOCK COMPLEX**  
**Office of General Manager (Engineering), Haldia Dock Complex**  
**Jawahar Tower Complex**  
**Haldia Township, Purba Medinipur- 721607**  
**Contact No. - 7478005099**  
**E-mail id: [aganesan.hdc@nic.in](mailto:aganesan.hdc@nic.in)**

E-Tenders under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide & experienced agency with required experience as per Prequalification criteria stipulated in Tender Document for **"Setting Up Of Offshore Liquid Bulk Terminal With Composite Facility For Cargo Handling And Mooring Operations Through Installation Of Buoys And Floating Pipeline Near 3<sup>rd</sup> Oil Jetty On The River Hooghly for a Period of 5 (Five) Years At Haldia Dock Complex, Kolkata Port Trust."** as per Bill Of Quantities to Haldia Dock Complex. Bid Document may be seen from MSTC website. Corrigenda or clarifications, if any, shall be hosted on the above mentioned website only. Bidders will have to participate in bidding process through website [www.mstcecommerce.com](http://www.mstcecommerce.com) only.

**SCHEDULE OF TENDER (SOT)**

a TENDER NO.	<b>I&amp;CF/IZ&amp;R/T/298</b>
b. MODE OF TENDER	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="http://www.mstcecommerce.com/eprochome">www.mstcecommerce.com/eprochome</a> KoPT of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Haldia Dock Complex.
c. E-Tender No.	<b>KoPT/Haldia Dock Complex/ I&amp;CF Div/18/19-20/ET/35</b>
d. Date of NIT available to parties to download	<b>04-07-2019 to 29-07-2019</b>
e. Pre-Bid Meeting date & Time	<b>15-07-2019 at 12:00 Hrs. [Pre-bid meeting will be off line and will be held at the office of General Manager (Engineering), HDC at Jawahar Tower.]</b>
f. Pre –Bid Meeting closing date & Time	<b>15-07-2019 at 15:00 Hrs</b>
g. i) Estimated Capital Cost Of Work	<b>Rs 2.08 Cr. (Rupees Two Crore Eight Lakh Only)</b>
ii) Earnest Money Deposit	The intending bidders should submit Earnest Money of <b>Rs 4,20,000.00 (Rupees Four Lakh Twenty Thousand Only)</b> to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected. The bidders are advised to deposit Earnest Money using the <b><u>Axis Bank Payment Gateway only</u></b> . No other method of payment of EM shall be accepted.

ii) Bid Document fee

The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site (www.mstcecommerce.com→ e-Procurement →Psu / Govt depts→Kolkata Port Trust) itself under the icon: "**HDC EMD/Tender Fee Payment**". Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway from Axis bank easy pay site (https://**easypay.axisbank.co.in**→ Others→Haldia Dock Complex)

For making payment of EM through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e-tender number of the tender for which the payment is to be made).

The method of use of the gateway is indicated in **Appendix-XX** with the tender.

Tenderers should deposit Earnest Money before filling and submission of bids.

Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :

- a) Name of remitting vendor/contractor :
- b) E- Tender No. :
- c) Amount remitted :
- d) Remittance Bank Details:

e) URN No.:

f) Date of payment:

**Note : The bidders who are not registered with MSTC Ltd and registering for the first time with MSTC Ltd should get registration 72 hours before depositing Earnest Money and Bid Document Fee.**

The intending bidders should submit the Bid Document Fee of **Rs. 2950.00 (including 18% GST) (Rupees Two Thousand Nine Hundred Fifty Only)** to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected. The bidders are advised to deposit Bid Document Fee using the **Axis Bank Payment Gateway only**. No other method of payment of Bid Document Fee shall be accepted.

The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site (www.mstcecommerce.com→ e-Procurement →Psu / Govt depts→Kolkata Port Trust) under the icon: "**HDC EMD/Tender Fee Payment**". Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway from Axis bank easy pay site

<p>iii) Transaction Fee</p>	<p>(<a href="https://easypay.axisbank.co.in">https://easypay.axisbank.co.in</a>→ Others→ Haldia Dock Complex)</p> <p>For making payment of Bid Document fee through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e- tender number of the tender for which the payment is to be made).</p> <p>The method of use of the gateway is indicated in <b><u>Appendix-XX</u></b> with the tender.</p> <p>Tenderers should deposit Bid Document fee before filling and submission of bids.</p> <p>Details of Bid Document fee remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting vendor/contractor :  b) E- Tender No. :  c) Amount remitted :  d) Remittance Bank Details:  e) <b>URN No.:</b>  f) Date of payment:</p> <p><b>Note : The bidders who are not registered with MSTC Ltd and registering for the first time with MSTC Ltd should get registration 72 hours before depositing Earnest Money and Bid Document Fee.</b></p> <p><b>Rs. 12272</b> (Including all taxes) (refer clause. No. 4 of Annexure -A )</p>
<p>h. (i) Last date of submission of EMD &amp; Bid Document fee at HDC</p> <p>(ii) Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited,Kolkata.</p>	<p><b>29-07-2019</b> up to 15.00 Hrs.</p> <p><b><u>Three working days before the last date of closing of online bidding for the e-tender.</u></b></p>
<p>i. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eprochome/">www.mstcecommerce.com/eprochome/</a></p>	<p><b>18-07-2019</b></p>
<p>j. Date of closing of online e-tender for submission of Techno-Commercial Bid &amp; Price Bid.</p>	<p><b>29-07-2019 (Up to 3:00 P.M.)</b></p>
<p>k. Date &amp; time of opening of Part-I (i.e. Techno-Commercial Bid)  Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately</p>	<p><b>29-07-2019 (After 3:30 P.M.)</b></p>

## **LIST OF ANNEXURES**

Important Instructions for e-procurement	:-	Annexure - A
Notice Inviting Tender	:-	Annexure - B
Tender Document Volume-I	:-	Annexure - C
Tender Document Volume-II	:-	Annexure – D
General Conditions of Contract	:-	Annexure – E



**PROCEDURE OF PAYMENT OF EARNEST MONEY AND BID DOCUMENT FEE  
THROUGH AXIS BANK GATEWAY**

1. The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site (*www.mstcecommerce.com* → *e-Procurement* → *Psu / Govt depts.* → *Kolkata Port Trust*) under the icon: "HDC EMD/Tender Fee Payment". Clicking this icon will take the bidders to the Axis bank gateway.

Alternatively, the Bidders can also access the gateway from Axis bank easypay website site (<https://easypay.axisbank.co.in> → Others → Haldia Dock Complex)

2. The Bidder will be required to mention the Bidder's ID (The ID used by the Bidder for logging in the MSTC Website) and Bid Id (E-tender Number of the Tender against which the Bidders intend to submit Bid) and then Click 'VALIDATE'.
3. A webpage will populate where the Bidder will be required to select: Earnest Money or Bid DocumentFee, then indicate his Mobile Number and the CAPTCHA displayed in the webpage.
4. Depending on the selection, another webpage will come up.
5. In case of selection of Earnest Money, The bidder will be required to select the option of With or Without Bank Guarantee. In case of Bids, where there is no option to pay through BG, the Bidders should select the option 'Without'.

In case of any tender, where there is an option to pay a part of EM through Bank Guarantee and the Bidder wants to avail that option, the bidder should select 'With'.

6. The Bidder will be required to mention their Bank Account Number, IFSC Code of his Bank, and the Name of the Account, insert the CAPTCHA mentioned in the web page and then 'SUBMIT'. In case of Bid DocumentFee payment, Bank Account Number would not be required.

A URN Number will be generated. Bidders may keep note of this URN Number for all future reference.

7. Another webpage will come up and the Bidder will have the option to select payment methods from – (i) Internet Banking and (ii) NEFT/RTGS after agreeing with the terms and conditions by clicking the dialogue box appearing in the webpage.
8. In case of selection of Internet Banking, the bidder will be required to select any Bank of their choice and depending on the selection the bidder will then be guided to the webpage of the respective Bank. After validating the payment in the respective bank, the system will return to the Axis Bank Payment gateway.
9. In case of selection of RTGS/NEFT, the webpage will generate a payment advice.

The Bank Account Number, IFS Code of the Bank, Name of the payee i.e Haldia Dock Complex and the amount to be paid will be indicated in the said payment advice. The Bidders will also get an SMS and Email detailing the same.

The Bidder will be required to mention the same correctly in the Bank challan which is required to be filled up for payment by RTGS/NEFT in the bank from where they intend to make the payment.

The Bidders should note that Bank A/C number of HDC mentioned in the Payment advice will change for each and every transaction and hence for each and every payment the entire process from the beginning will have to be followed for generation of a URN Number.

10. For payment of Bid Documentfee, identical process is to be followed.
11. The Bidders will be able to know the status of their payment by using the 'Enquire URN' facility by mentioning the URN Number in the Axis Bank login page. Until such time the payment is credited to HDC's A/C, the system will show the status as 'Pending'.
12. The Bidders should note that until such time the status remains 'Pending', the payment is not made to HDC and mere generation of URN Number will not signify payment of EM or Bid DocumentFee. Hence, if the status remains 'Pending' after some time of submitting the RTGS/NEFT payment request at their Bank, then the bidder should contact their Bank to enquire about the status of RTGS/NEFT request.
13. In case of any problem relating to use of the payment gateway, the bidder should contact the tender inviting authorities whose phone number and email address is mentioned in the e-tender.

## Annexure - A

### Important instructions for E-procurement

Bidders are requested to read the terms & conditions of this tender before submitting their online tender.

1	<p>Process of E-tender :</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a></p> <p>1). Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-Procurement → PSU/Govt depts → Select KoPT Logo → Register as Vendor -- Filling up details and creating own user id and password → Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact HDC/MSTC, (before the scheduled time of the e- tender).</p> <p>Contact person (Haldia Dock Complex):</p> <p><b>1. Sri. P. Dasgupta</b> <b>Sr. Dy. Manager (IZ&amp;R), I&amp;CF</b> <b>Haldia Dock Complex</b> <b>Ph. No. 03224 252844</b> <a href="mailto:pdasgupta.hdc@nic.in">pdasgupta.hdc@nic.in</a></p> <p>Contact person (MSTC Ltd):</p> <p>1. Mr. V.K.Jaiswal, Regional Manager (ERO) – <a href="mailto:vikash@mstcindia.co.in">vikash@mstcindia.co.in</a> -Mobile No.:9903042449 2. Mr. P.Biswas, Assistant Manager (ERO) – <a href="mailto:pbiswas@mstcindia.co.in">pbiswas@mstcindia.co.in</a> –Mobile No.:9903248755 3. Mr. M.H.Jain, Assistant Manager (ERO) - <a href="mailto:mhjain@mstcindia.co.in">mhjain@mstcindia.co.in</a> – Mobile No.:9721277969</p> <p>Google hangout ID - (for text chat)- <a href="mailto:mstceproc@gmail.com">mstceproc@gmail.com</a> Phone No.: 033-22901004</p> <p>B) System Requirement:</p> <p>i) Windows 7 or above Operating System ii) IE-7 and above Internet browser. iii) Signing type digital signature iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p> <p>To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied.</p> <ul style="list-style-type: none"><li>Tools =&gt; Internet Options =&gt; Security =&gt; Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".</li><li>Other Settings:</li></ul> <p>Tools =&gt; Internet Options =&gt; General =&gt; Click On Settings under "browsing history/ Delete Browsing History" =&gt; Temporary Internet Files =&gt; Activate "Every time I Visit the Webpage".</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools → Internet Options → custom level (Please run IE settings from the page <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> once)</p>
2	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a> Tenders will be opened electronically on specified date and time as given in the Tender.</p>
3	<p>All entries in the tender should be entered in online Technical &amp; Commercial Formats without any ambiguity.</p>
4	<p><b>Special Note towards Transaction fee:</b></p> <p>The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall</p>

	<p>generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p><b><u>Transaction fee is non-refundable.</u></b></p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><b><u>NOTE</u></b></p> <p>Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5	Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors 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>Bidding in e-tender :</p> <ol style="list-style-type: none"> <li>Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.</li> <li>The process involves Electronic Bidding for submission of Technical and Commercial Bid.</li> <li>The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement →PSU/Govt depts→ Login under KoPT→My menu→ Auction Floor Manager→ live event →Selection of the live event</li> <li>The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid.</li> <li>After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid &amp; Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid</li> <li>Vendors are instructed to use <i>Attach Doc button</i> to upload documents. Multiple documents can be uploaded.</li> <li>In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</li> <li>During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</li> <li>The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</li> <li>All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</li> <li>It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</li> <li>Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</li> <li>No deviation of the terms and conditions of the tender Documents acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms &amp; conditions for the tender.</li> </ol>
8	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9	No deviation to the technical and commercial terms & conditions are allowed.
10	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11	Vendors are requested to read the vendor guide and see the video in the page <a href="http://www.mstcecommerce.com/eprochome">www.mstcecommerce.com/eprochome</a> to familiarize them with the system before bidding.



12	Bidding in e-tender & Reverse auction:	
	a.	Bidder(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by HDC. Bank details i.e. name of bank & address, Current a/c no, IFS Code to be mentioned by the tenderer for refund.
	b.	The process involves Electronic Bidding for submission of Techno Commercial Bid and Price Bid - Combined.
	c.	The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bid and Price Bid- Combined through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement →Psu/Govt depts→ Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.
	d.	The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.
	e.	After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid
		NOTE: - The Techno-Commercial Bid & price bid- Combined cannot be revised once the submit button has been clicked by the bidder.
	a.	In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
	b.	During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
	c.	The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
	d.	All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter SUPPLIER.
	e.	It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
	f.	Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
	g.	No deviation of the terms and conditions of the tender Documents acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
	h.	Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
13	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.	
14	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature	
15	HDC has the right to cancel this e-tender without assigning any reason thereof.	
16	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> / <a href="http://eprochome.com">eprochome.com</a> / mstc of MSTC Ltd.	
17	The bidders must upload all the Documents required as per terms of NIT. Any other Document uploaded which is not required as per the terms of the NIT shall not be considered.	
18	The bid will be evaluated based on the filled-in technical & commercial formats.	
19	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.	
20	Necessary addendum/ corrigendum (if any) of tender would only be hosted in the e-tendering portal of M.S.T.C.	
21	Due date of submission of tender will not be extended under any situation.	

**Annexure –B****[NIT-1]****SHORT TENDER NOTICE**

E-Tenders under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide & experienced agency with required experience as per Prequalification criteria stipulated in Tender Document for the following work at Haldia Dock Complex.

➤ <b>Name of work</b>	:	<b>Setting Up Of Offshore Liquid Bulk Terminal With Composite Facility For Cargo Handling And Mooring Operations Through Installation Of Buoys And Floating Pipeline Near 3<sup>rd</sup> Oil Jetty On The River Hooghly for a Period of 5 (Five) Years At Haldia Dock Complex, Kolkata Port Trust</b>
➤ <b>E-Tender No</b>	:	<b>KoPT/Haldia Dock Complex/ I&amp;CF Div/18/19-20/ET/35</b>
➤ <b>Estimated Capital Cost</b>	:	<b>Rs 2.08 Cr. (Rupees Two Crore Eight Lakh Only)</b>
➤ <b>Period Of Execution</b>	:	<b>3 (Three) months</b>
➤ <b>Earnest Money</b>	:	<b>Rs 4,20,000.00 (Rupees Four Lakh Twenty Thousand Only)</b>
➤ <b>Date and Time for pre-bid meeting &amp; site visit</b>	:	<b>Pre-bid Meeting on 15-07-2019 at 12:00 HRS at the office of General Manager (Engineering), HDC, at Jawahar Tower followed by site visit.</b>
➤ <b>Last date of submission of e-tender and opening of Cover - I of the tender</b>	:	<b>29-07-2019 Submission Up to 15:00 hrs. Opening After 15:30 hrs. Bid document will be available on MSTC, Website. Bidders will have to participate in bidding process through website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> only.</b>
➤ <b>Cost of Tender Document (Non-refundable)</b>	:	<b>Rs. 2950.00 (including 18% GST) (Rupees Two Thousand Nine Hundred Fifty Only)</b>
➤ <b>Contact Person.</b>	:	<b>Sr. Dy. Manager-IZ&amp;R, (I&amp;CF), Haldia Dock Complex.</b>

Details of the Tender & Tender Documents are available in web site of MSTC and have to participate in bidding process through their website [www.mstcecommerce.com](http://www.mstcecommerce.com) only. Interested bidders may contact at [pdasgupta.hdc@nic.in](mailto:pdasgupta.hdc@nic.in)

[NIT-2]

**NOTICE INVITING TENDER**

**WORK TITLE: - SETTING UP OF OFFSHORE LIQUID BULK TERMINAL WITH COMPOSITE FACILITY FOR CARGO HANDLING AND MOORING OPERATIONS THROUGH INSTALLATION OF BUOYS AND FLOATING PIPELINE NEAR 3<sup>RD</sup> OIL JETTY ON THE RIVER HOOGHLY FOR A PERIOD OF 5 (FIVE) YEARS AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST.**

**E -TENDER NO: KoPT/Haldia Dock Complex/ I&CF Div/18/19-20/ET/35**

E-Tenders under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from resourceful, experienced and bonafide agencies with sound technical and financial capabilities on fulfilling the following Pre-qualification Criteria for the subject work;

**PRE-QUALIFICATION CRITERIA FOR BIDDERS: -**

1. Intending Tenderer(s) as a Single Entity &/or company formed under Joint Venture agreement is eligible to participate in the tender.
2. Liquid Cargo Pipeline operators may participate in this tender.

**Essential Experience Criteria**

1. The tenderer must have experience of handling liquid bulk cargo to/from vessels at one or more Marine Port Terminal(s) in any single year over a period of last 7 financial years ending on 30/06/2019 as per either of the following criteria:
  - a) A single experience of handling of 80% of 1.04 MMT of liquid bulk cargo,  
or
  - b) Two individual experiences of handling of 50% of 1.04 MMT of liquid bulk cargo,  
or
  - c) Three individual experiences of handling of 40% of 1.04 MMT of liquid bulk cargo.
2. Having experience of minimum 1 year for Operation of Floating Pipeline for handling of liquid bulk cargo to/from vessels at one or more Marine Port Terminal(s).

**Note:** Details of the eligible cargo handling experience in respect of above during a period of last 7 financial years supported by certificates from the Agencies/ Authorities concerned where/ on behalf of whom such experience had been gathered (strictly in a marine port terminal) during the period under consideration shall have to be submitted by the tenderer along with the techno- commercial bid as proof of credentials.

**Financial eligibility criteria:**

- a) The average annual financial turnover of the tenderer during the last three completed financial years i.e. 2016-17, 2017-18 and 2018-19 shall be at least Rs 63 lakhs.
- b) In case the financial turnover is not available for the current financial year then certification from a Chartered Accountant shall have to be submitted by the Tenderer.

**2.1(a)** The Bidder for pre-qualification may be a single entity or a group of entities (Joint Venture / consortium), coming together to implement the Project. However, no bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Joint Venture / consortium.

### [NIT-3]

#### **2.1(b) Guidelines for participation of a single entity who had previously participated in any work of similar nature as one of the member of a Joint venture**

When the bidder is a single entity, who had previously participated in any work of similar nature as one of the member of a Joint venture, uses the credential of that particular work to justify his/her technical eligibility criteria for the instant tender, then the value of the completed work shall be reckoned only to the extent of the concerned member's share in that JV firm for the purpose of satisfying his/her compliance to the technical eligibility criteria in the instant tender.

**2.2** Two or more bidders may form a "Joint Venture / consortium" among themselves or by including some other firms having required expertise/ experience and submit the offer in the name of "Joint Venture / consortium". If the offer is made in the name of "Joint Venture/ consortium" the details and composition shall be clearly spelt out in the Technical bid. If a joint venture firm/ consortium is pre-qualified, the responsibility for execution of works and operations and maintenance shall be in accordance with the Joint Venture/consortium agreement and no deviation from the terms of the JV / consortium agreement will be permitted without prior approval of the Engineer. Tenders submitted by a joint venture / consortium of two or more firms, as partners shall comply with the following requirements:

- a) Companies/contractors may jointly undertake the contract. Each entity would be jointly and severally responsible for completing the task as per the contract, however declaration of Lead member to be indicated by the bidders in their MOU. **The firms with at least 26% equity holding each be allowed to jointly meet the eligibility criteria.**
- b) The tender, and in case of a successful tender, the Form of Agreement, shall be signed so as to be legally binding on all partners.
- c) One of the partners shall be nominated as being In-charge (Lead Partner); and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorised signatories of all the partners;
- d) The partner In-charge (Lead Partner) shall be authorised to incur liabilities and receive instructions for and on behalf of any or all of the partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the partner in charge;
- e) All partners of a joint venture shall be jointly and severally liable for execution of the contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Tender Form and the Form of Agreement (in case of a successful tender); and
- f) A certified copy of the agreement entered into by the members of the joint venture/consortium shall be submitted with the tender.
- g) Value of a completed work done by a Member in an earlier JV Firm shall be reckoned only to the extent of the concerned member's share in that JV firm for the purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration, if applied as a JV / consortium for this particular work.

#### **TENDER AUTHORITY:-**

General Manager (Engineering), Haldia Dock Complex, Jawahar Tower Complex, Haldia Township, Purba Medinipur- 721607, Contact No. – 7478005099, E-mail id: [aganesan.hdc@nic.in](mailto:aganesan.hdc@nic.in)



**[NIT-4]**

Due Date	<b>29-07-2019</b>	Time	<b>UPTO 15:00 hrs.</b>	Date of Opening of Cover-I of the Tender	<b>29-07-2019</b>	Time	<b>15:30 hrs. onwards.</b>
<b>Bid document will be available on MSTC, Website.</b> <b>Bidders will have to participate in bidding process through website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> only.</b>							
Date and Time for pre-bid meeting & site visit	<b>Pre-bid Meeting on 15-07-2019 at 12:00 HRS at the office of General Manager (Engineering), HDC, at Jawahar Tower followed by site visit.</b>						
Cost of Tender document (Non-refundable)	<b>Rs. 2950.00 (including 18% GST) (Rupees Two Thousand Nine Hundred Fifty Only)</b>						
Earnest Money Deposit	<b>Rs 4,20,000.00 (Rupees Four Lakh Twenty Thousand Only)</b>						
Time Of Completion	<b>3 (Three) months.</b>						
Estimated Cost Of Work	<b>Rs 2.08 Cr. (Rupees Two Crore Eight Lakh Only)</b>						

**OTHER INSTRUCTIONS:-**

E-Tenders are invited on two part basis (i.e. Part-I Techno Commercial part & Part-II Price part) from resourceful, experienced and bonafide bidders with sound technical and financial capabilities for the above mentioned work at Haldia Dock Complex.

Details of the Tender & Tender Documents are available in web site of MSTC and have to participate in bidding process through their website [www.mstcecommerce.com](http://www.mstcecommerce.com) only.

E-Tender Document shall neither be issued by post nor sold.

Notification for issuance of any Addendum / Corrigendum to the tender Document will be given only through MSTC website and the bidders are requested to check for the same at the website prior to submission of their offers.

E-Tenderers are not permitted to alter/change/delete/modify any clause of the tender Document down loaded from the website. If any deviation / discrepancy is found after submission of tender, the submitted offer will be summarily rejected.

Bidders shall submit the Bid Document as stipulated in the "Instructions To Bidders" of the e-tender document. Trustees reserve the right to verify the submitted copies of documents / credentials with the original documents.

The successful tenderer will be required to comply with the relevant provisions of BOCW (RECS) Act, 1996, West Bengal BOCW (RECS) Act, 2004 and BOCW Welfare Cess Act, 1996 and the rules framed there under. An amount of cess as per prevalent rate (presently @ 1% of the billed amount) shall be progressively recovered from all the bills of the contractor for onward transmission of the same to the appropriate authority.

E-Tenderers will be received through MSTC up to 15:00 hrs. on the last date of submission and opening of tender specified above.

Part-I of the e-Tender will be opened shortly after 3.30 p.m. on the stipulated date.

Part-II of only technically & commercially qualified bidders will be opened at a later date under due intimation to all concerned.

In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day.

It is stated here that submission of offer for the subject **TENDER WILL NOT BE EXTENDED UNDER ANY SITUATION.**

Kolkata Port Trust reserves the right to reject any or all offers or to accept the offer in whole or in part without assigning any reason whatsoever thereof.

**General Manager (Engineering)**  
**Haldia Dock Complex**

**DOCUMENTS**

**FOR**

**E-TENDER FOR "SETTING UP OF OFFSHORE LIQUID BULK TERMINAL WITH COMPOSITE FACILITY FOR CARGO HANDLING AND MOORING OPERATIONS THROUGH INSTALLATION OF BUOYS AND FLOATING PIPELINE NEAR 3<sup>RD</sup> OIL JETTY ON THE RIVER HOOGHLY FOR A PERIOD OF 5 (FIVE) YEARS AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST."**

E -TENDER NO: KoPT/Haldia Dock Complex/ I&CF Div/18/19-20/ET/35

**VOLUME-I**

**CONTENTS**

**TENDER PARTICULARS**

<b>ESTIMATED CAPITAL COST</b>	<b>:</b>	<b>Rs 2.08 Cr. (Rupees Two Crore Eight Lakh Only)</b>
<b>EARNEST MONEY</b>	<b>:</b>	<b>Rs 4,20,000.00 (Rupees Four Lakh Twenty Thousand Only)</b>
<b>TIME OF COMPLETION</b>	<b>:</b>	<b>3 (Three) months.</b>
<b>LAST DATE OF SUBMISSION OF E-TENDER AND OPENING OF COVER-I OF THE TENDER</b>	<b>:</b>	<b>29-07-2019 Submission Up to 15:00 hrs. Opening After 15:30 hrs. Bid document will be available on MSTC, Website. Bidders will have to participate in bidding process through website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> only.</b>

## **INSTRUCTIONS TO BIDDER**

**E-TENDER FOR "SETTING UP OF OFFSHORE LIQUID BULK TERMINAL WITH COMPOSITE FACILITY FOR CARGO HANDLING AND MOORING OPERATIONS THROUGH INSTALLATION OF BUOYS AND FLOATING PIPELINE NEAR 3<sup>RD</sup> OIL JETTY ON THE RIVER HOOGHLY FOR A PERIOD OF 5 (FIVE) YEARS AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST."**

E -TENDER NO: KoPT/Haldia Dock Complex/ I&CF Div/18/19-20/ET/35

### **INDEX**

<b>CL. NO.</b>	<b>SUBJECT</b>	<b>PAGE MKD</b>
<b>1.0</b>	<b>GENERAL</b>	<b>IB-1</b>
<b>2.0</b>	<b>EARNEST MONEY &amp; BID DOCUMENT FEE</b>	<b>IB-1 TO IB-2</b>
<b>3.0</b>	<b>MODE OF SUBMISSION OF BID</b>	<b>IB-2 TO IB-3</b>
<b>4.0</b>	<b>OPENING OF BIDS</b>	<b>IB-3</b>
<b>5.0</b>	<b>SECURITY DEPOSIT</b>	<b>IB-3</b>
<b>6.0</b>	<b>REFUND OF EARNEST MONEY</b>	<b>IB-4</b>
<b>7.0</b>	<b>VALIDITY OF OFFER</b>	<b>IB-4</b>
<b>8.0</b>	<b>DETAILED SCRUTINY OF E-TENDERS</b>	<b>IB-4</b>
<b>9.0</b>	<b>FOR MICRO &amp; SMALL ENTERPRISES (MSES) REGISTERED WITH NSIC</b>	<b>IB-4</b>
<b>10.0</b>	<b>EVALUATION CRITERIA</b>	<b>IB-4</b>
<b>11.0</b>	<b>ACCEPTANCE OF TENDER</b>	<b>IB-5</b>
<b>12.0</b>	<b>MISCELLANEOUS</b>	<b>IB 5</b>

[IB-1]

**E-TENDER FOR "SETTING UP OF OFFSHORE LIQUID BULK TERMINAL WITH COMPOSITE FACILITY FOR CARGO HANDLING AND MOORING OPERATIONS THROUGH INSTALLATION OF BUOYS AND FLOATING PIPELINE NEAR 3<sup>RD</sup> OIL JETTY ON THE RIVER HOOGHLY FOR A PERIOD OF 5 (FIVE) YEARS AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST."**

**E -TENDER NO: KoPT/Haldia Dock Complex/ I&CF Div/18/19-20/ET/35**

**1.0 GENERAL**

The work as described in the tender shall be executed in Haldia and in accordance with the attached General Conditions of Contract, Special Conditions of Contract, Particular Specifications, Drawings & detailed Bill of Quantities. Location Plan of the place of work might be inspected at the office of the General Manager (Engineering) on any working day before quoting for the tender.

**2.0 EARNEST MONEY AND BID DOCUMENT FEE**

**2.1 EARNEST MONEY**

The intending bidders should submit Earnest Money of INR **4,20,000.00 (Rupees Four Lakh Twenty Thousand Only)** to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected.

The bidders are advised to deposit Earnest Money using the **Axis Bank Payment Gateway only**. No other method of payment of EM shall be accepted.

The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site ([www.mstcecommerce.com](http://www.mstcecommerce.com)→ e-Procurement →Psu / Govt depts→Kolkata Port Trust ) itself under the icon:

**"HDC EMD/Tender Fee Payment"**. Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway from Axis bank easy pay site (<https://easypay.axisbank.co.in>→ Others→Haldia Dock Complex)

For making payment of EM through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e- tender number of the tender for which the payment is to be made).

The method of use of the gateway is indicated in **Appendix-XX** with the tender.

Tenderers should deposit Earnest Money before filling and submission of bids.

Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :

- a) Name of remitting vendor/contractor :
- b) E- Tender No. :
- c) Amount remitted :
- d) Remittance Bank Details:
- e) **URN No.:**
- f) Date of payment:



**[IB-2]**

**Note : The bidders who are not registered with MSTC Ltd and registering for the first time with MSTC Ltd should get registration 72 hours before depositing Earnest Money and Bid Document Fee.**

**2.2 BID DOCUMENT FEE**

The intending bidders should submit Bid Document Fee of **Rs. 2950.00 (Rupees Two Thousand Nine Hundred Fifty Only)** to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected.

The bidders are advised to deposit Bid Document Fese using the **Axis Bank Payment Gateway only**. No other method of payment of Bid Document Fee shall be accepted.

The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site [www.mstcecommerce.com](http://www.mstcecommerce.com)→ e-Procurement →Psu / Govt depts→Kolkata Port Trust) under the icon: "HDC **EMD/Tender Fee Payment**". Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway from Axis bank easy pay site (<https://easypay.axisbank.co.in>→ Others→ Haldia Dock Complex)

For making payment of Bid Document fee through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e-tender number of the tender for which the payment is to be made).

The method of use of the gateway is indicted in **Appendix-XX** with the tender.

Tenderers should deposit Bid Document fee before filling and submission of bids.

Details of Bid Document fee remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder:

- a) Name of remitting vendor/contractor :
- b) E- Tender No. :
- c) Amount remitted :
- d) Remittance Bank Details:
- e) URN No.:
- f) Date of payment:

**Note: The bidders who are not registered with MSTC Ltd and registering for the first time with MSTC Ltd should get registration 72 hours before depositing Earnest Money and Bid Document Fee.**

**3.0 MODE OF SUBMISSION OF BID :**

3.1 All bidders must submit their offers through e- tendering in accordance with the terms and conditions set out in the bid documents and no deviation will be accepted.

3.2 Techno commercial part i.e. Cover-I shall contain the following which are to be uploaded: -

- a) That the Bidding Firm has Not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.
- b) The proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work.
- c) In Volume-I, the un-priced "Abstract Form Of Tender" & "Form Of Tender" (without price quoted) shall not only be signed and stamped by the Bidder, but must also be duly witnessed.

### **[IB-3]**

- d) A list of works which are in hand at the time of submitting the offer as per the enclosed proforma titled 'Concurrent Commitments of The Bidder' vide 'Annexure-II' in Volume-I of the tender document.
- e) A Declaration as per 'Annexure – I' (in Volume-I of the tender document) that no conditions / deviations have been added in COVER- II, i.e., in the price part of the Bid.
- f) Scan copy of the following documents to be uploaded:-
  - i) PAN card.
  - ii) GST registration certificate
  - iii) Valid Trade Licence.
  - iv) Valid Professional Tax Clearance Certificate / Up to date tax payment challan.
  - v) Proof of possessing valid Employees' Provident Fund (EPF) Account.
  - vi) Proof of being registered with Employees' State Insurance Corporation (ESIC).
- g) Details of the firm as per Schedule-O (in Volume-I) of the tender document.
- h) Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- i) Certified copies of audited balance sheet and Profit and Loss account / Trading account for the last 3 (three) financial years **(2016-2017, 2017 -2018 & 2018-19)**. In case the audited accounts of 2018-19 is not yet ready, a certificate from the statutory auditor of the firm indicating the turnover of the firm during 2018-19 may be submitted.
- j) Addendum/Corrigendum / Notice / Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.

The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities.

3.3 Part-II will contain the Volume-II of the e-tender document with Price Bid as per BOQ and Form of e-Tender to be uploaded duly signed, sealed & filled up by the bidder.

3.4 All the bidders should submit the e-tender in accordance with the Mode of submission of Bid as aforesaid.

### **4.0 OPENING OF BIDS:**

- 4.1 Only Part-I containing Techno commercial part as stated above will be opened on the date and time as fixed in the e-tender document on line.
- 4.2 Part-II of only those bidders who have deposited requisite Earnest Money and tender paper cost and also qualify techno commercial stipulation of the e-tender shall be opened.

### **5.0 SECURITY DEPOSIT:-**

- 5.1 For the successful Bidder, the Security Deposit shall be recovered from the Earnest Money deposit in accordance with clause 3.4 (f) and (g) of the General Conditions of Contract.
- 5.2 As an alternative to the deduction of Security Deposit from progressive bills, the Contractor, if he so desires, can submit to the Engineer, a Performance Bond as per Cl. 3.6 of General Conditions of Contract in the form of an irrevocable bank guarantee from Kolkata / Haldia Branch of any Nationalised Bank or Scheduled Bank of India in the proforma attached to the General Conditions of Contract and for a sum computed according to Cl. 3.4(g) of the General Conditions of Contract. The Bank Guarantee for the Performance Bond shall remain valid till 30 (thirty) days after completion of maintenance period specified in the tender or any extension thereto as would be informed by the Engineer. On acceptance of Performance Bond, the Earnest Money deposit will be refunded to the successful bidder.

5.3 Refund of S.D. and forfeiture S.D. shall be guided by Cl. 3.5 (i) & (ii) of the G.C.C.

## **[IB-4]**

### **6.0 REFUND OF EARNEST MONEY:-**

The Earnest Money received, will be refunded or released as the case may be to the unsuccessful Bidders without any interest after opening of Price bid (Volume – II) of the e-Tender document.

### **7.0 VALIDITY OF OFFER:-**

The e-tender shall remain valid for a period of 4 (four) months from the date of opening the techno-commercial bid. If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his e-tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees/ Sanctioning Authority/Engineer.

### **8.0 DETAILED SCRUTINY OF E-TENDERERS:**

- 8.1 During the course of examination of Part-I of the bid, the bidders, if asked for, shall furnish any or additional document(s) for the purpose of evaluation of his / their bids. The price bids i.e. Part-II of those bidders who meet the qualifying criteria of NIT shall be opened.
- 8.2 During techno-Commercial Evaluation, i.e. evaluation of Part-I of tender, an offer shall be considered non-responsive in case, the offer :-
- (i) is not accompanied by requisite earnest money,
  - (ii) is not accompanied by requisite tender paper cost,
  - (iii) validity of the offer is less than tender stipulation,
  - (iv) It does not meet the Qualification Criteria as stipulated in the NIT.
  - (v) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely.
  - (vi) Documents not submitted as per Clause 3.2 of Instructions to Bidders.

In addition to above, a bidder may be disqualified if –

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

The decision of Kolkata Port Trust in this regard shall be final and binding on the Bidder.

### **9.0 For Micro & Small Enterprises (MSEs) registered with NSIC:-**

- 9.1 Micro & Small Enterprises (MSEs) shall submit the following documents for availing themselves of waiver of EMD and cost of tender documents.
- 9.2 Micro and Small Enterprise registered with the authorities as mentioned in the Govt. of India gazette Notification dated 26.03.2012 shall be exempted from payment of Cost of Tender Document and depositing Earnest Money for which copies of valid MSE's certificate along with the certificate of the authority as mentioned in the Govt. gazette with list of items registered must be submitted with tender.

### **10.0 EVALUATION CRITERIA:-**

- 10.1 During evaluation of Part-II i.e. Price Part, provided that the bidder submits his offer following e-tender stipulations & specifications, **the overall lowest offer received** shall be considered for acceptance by the Trustees.
- 10.2 The MSE's registered with NSIC/ DIC shall not be eligible to get any benefit other than exemption from payment of EMD & cost of tender Document as per New Public Procurement Policy as notified by the Govt. of India, Ministry of Micro Small & Medium Enterprises (MSME) in the Gazette of India vide no. 503, dated 26.03.2012 as splitting of the work can not be done, it being a composite work.

**[IB-5]**

**11.0 ACCEPTANCE OF TENDER:-**

11.1 Kolkata Port Trust reserves the right to accept / reject any / all offer(s) without assigning any reason thereof and also reserve the right to accept the tender in part or as a whole

11.2 Any attempt to exercise undue influence in the matter of acceptance of Tender is strictly prohibited and any Tenderer who resorts to this will render his tender liable to rejection.

11.3 The successful Tenderer will be notified in writing of the acceptance of his tender. The "Tenderer" then becomes the "Contractor" and he shall forthwith take steps to execute the Contract Agreement within six weeks of issue of Letter Of acceptance and fulfill all his obligations as required by the Contract.

**11.4 Work experience, as a sub-contractor shall not be considered as the requisite qualification.**

**12.0 MISCELLANEOUS:**

- (i) Bidder shall submit his offer for complete scope of work, strictly in accordance with the tender documents. Any deviation from the tender documents and / or any incomplete tender shall not be considered.
- (ii) The bidder shall not impose his own terms & conditions in his offer or quote his rates based on his own terms and conditions, such E-Tenderers are liable to rejection at the option of the Trustees without further reference to the bidder.
- (iii) All materials shall have to be procured by the successful Bidder and shall be of the best and approved quality conforming to relevant specifications. The successful Bidder shall also arrange for the
- (iv) supply of all labour, tools and plants as stipulated in the Special Conditions of Contract, required for efficient execution of the work.
- (v) All measuring units are in Metric System and rates and sums in the tender are in Indian Currency. The language used throughout shall be in English.
- (vi) The Tender Documents with all the enclosures, appendices, Abstract Form of Tender and Form of Tender shall be required to be complete, duly filled in and signed and uploaded.
- (vii) The Bidder shall give a declaration about the names of their relations employed in Kolkata Port Trust. It is not the intention to debar the Contractors from working if their relatives are working in Ko.P.T, but such a declaration is necessary in the interest of Trustees against any possible lapses.

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**E-TENDER FOR "SETTING UP OF OFFSHORE LIQUID BULK TERMINAL WITH COMPOSITE FACILITY FOR CARGO HANDLING AND MOORING OPERATIONS THROUGH INSTALLATION OF BUOYS AND FLOATING PIPELINE NEAR 3<sup>RD</sup> OIL JETTY ON THE RIVER HOOGHLY FOR A PERIOD OF 5 (FIVE) YEARS AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST."**

**E -TENDER NO: KoPT/Haldia Dock Complex/ I&CF Div/18/19-20/ET/35**

**SPECIAL CONDITIONS OF CONTRACT**

**INDEX**

<b>CL. NO.</b>	<b>SUBJECT</b>	<b>PAGE MKD</b>
<b>1.0</b>	<b>GENERAL</b>	<b>SC-1</b>
<b>2.0</b>	<b>CORRELATION AND ORDER OF PRECEDENCE OF TENDER DOCUMENTS</b>	<b>SC-1</b>
<b>3.0</b>	<b>SCOPE OF WORK, MAJOR OBLIGATIONS &amp; RELATED INFORMATION</b>	<b>SC-1 To SC-4</b>
<b>4.0</b>	<b>LOCATION</b>	<b>SC-4</b>
<b>5.0</b>	<b>ACCESS TO THE SITE</b>	<b>SC-4</b>
<b>6.0</b>	<b>INSPECTION OF SITE</b>	<b>SC-4</b>
<b>7.0</b>	<b>SITE FEATURES &amp; OPERATIONS</b>	<b>SC-4 To SC-6</b>
<b>8.0</b>	<b>PARTICULARS OF EXISTING WORKS</b>	<b>SC-6</b>
<b>9.0</b>	<b>DRAWINGS</b>	<b>SC-6</b>
<b>10.0</b>	<b>TIME OF COMPLETION</b>	<b>SC-6</b>
<b>11.0</b>	<b>OPERATION &amp; MAINTENANCE PERIOD</b>	<b>SC-6</b>
<b>12.0</b>	<b>TEMPORARY OR ENABLING WORK</b>	<b>SC-6</b>
<b>13.0</b>	<b>CONTRACTOR'S SITE OFFICE, STORE SHEDS ETC</b>	<b>SC-6 To SC-7</b>
<b>14.0</b>	<b>KEEPING THE SITE AND WORKING AREA CLEAR</b>	<b>SC-7</b>
<b>15.0</b>	<b>PROGRAMME OF WORK AND PROGRESS REPORT</b>	<b>SC-7</b>
<b>16.0</b>	<b>PROGRESS PHOTOGRAPHS &amp; VIDEO RECORDS</b>	<b>SC-7</b>
<b>17.0</b>	<b>SAFETY</b>	<b>SC-7 To SC-8</b>
<b>18.0</b>	<b>INSURANCE</b>	<b>SC-8 To SC-10</b>
<b>19.0</b>	<b>POWER SUPPLY</b>	<b>SC-10</b>
<b>20.0</b>	<b>WATER</b>	<b>SC-10</b>
<b>21.0</b>	<b>PAYMENT</b>	<b>SC-10</b>
<b>22.0</b>	<b>WATCHING OF MATERIALS</b>	<b>SC-10</b>
<b>23.0</b>	<b>PLANT &amp; EQUIPMENT</b>	<b>SC-10</b>
<b>24.0</b>	<b>VARIATION IN CONTRACT PRICE</b>	<b>SC-10 To SC-11</b>
<b>25.A</b>	<b>CONTRACT LABOUR LAWS</b>	<b>SC-11</b>
<b>25.B</b>	<b>COMPLIANCE WITH EPF &amp; M P ACT</b>	<b>SC-12</b>
<b>25.C</b>	<b>COMPLIANCE WITH ESI ACT</b>	<b>SC-12</b>
<b>25.D</b>	<b>INDEMNIFICATIONS</b>	<b>SC-12</b>
<b>26.0</b>	<b>PERMIT</b>	<b>SC-13</b>
<b>27.0</b>	<b>FORCE MAJEURE</b>	<b>SC-13</b>
<b>28.0</b>	<b>SETTLEMENT OF DISPUTES</b>	<b>SC-13</b>
<b>29.0</b>	<b>TAXES</b>	<b>SC-13</b>
<b>30.0</b>	<b>DOCK PERMIT</b>	<b>SC-14</b>
<b>31.0</b>	<b>PERFORMANCE CRITERIA</b>	<b>SC--14</b>
<b>32.0</b>	<b>OWNERSHIP OF ASSETS</b>	<b>SC-15</b>

[SC-1]

**E-TENDER FOR "SETTING UP OF OFFSHORE LIQUID BULK TERMINAL WITH COMPOSITE FACILITY FOR CARGO HANDLING AND MOORING OPERATIONS THROUGH INSTALLATION OF BUOYS AND FLOATING PIPELINE NEAR 3<sup>RD</sup> OIL JETTY ON THE RIVER HOOGHLY FOR A PERIOD OF 5 (FIVE) YEARS AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST."**

**E -TENDER NO: KoPT/Haldia Dock Complex/ I&CF Div/18/19-20/ET/35**

**1.0 GENERAL:**

These provisions though given in a separate section are part of the tender documents which must be read as a whole, the various sections being complementary to one another and are to be taken as mutually explanatory. These provisions shall be read in conjunction with the other parts of the tender documents viz. General Conditions of Contract, Notice Inviting E-Tenderers, Instructions to Bidder, Technical Specifications, Drawings, Bill of Quantities and other documents forming part of the Contract. In case of any discrepancy or ambiguity in the documents, the order of precedence of the documents as stated below will apply. In particular, these provisions will over ride those in the General Conditions provided there is discrepancy between them.

**2.0 CORRELATION AND ORDER OF PRECEDENCE OF TENDER DOCUMENTS:**

If the stipulations in the various tender documents be found to be at variance in any respect, one will override others (but only to the extent these are at variance) in the order of precedence as given in the list below, i.e. any particular item in the list will take precedence over all those placed lower down in the list.

- Order letter.
- Bill of Quantities.
- Drawings.
- Technical Specifications of work.
- Special Conditions of Contract.
- General Conditions of Contract.

In case of any dispute, question or difference either during the execution of the work or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Sr. Dy. Manager IZ&R, (I&CF) Haldia Dock Complex, thereon shall be final and binding upon all parties.

**3.0 SCOPE OF WORK, MAJOR OBLIGATIONS & RELATED INFORMATION**

1. Invest, supply, install, operate and maintain a Floating Pipeline Handling System for unloading of bulk edible oils (crude/refined) from vessels berthed between HOJ-3 and Floating cargo handling jetty of Haldia Dock Complex and delivery of the aforesaid cargo upto the veg oil pipeline at the shore of HOJ-3 on shore including connection and disconnection of floating pipeline with & from the manifold of the vessel as may be required at the cost, charges, expenses, risk, manpower and other arrangements of the successful tenderer.
2. The Tender has to make arrangement for mooring of vessel by installation of 2 nos of mooring buoys and two number of Dead Man at shore. The second hand rail for the dead-man shall be supplied free of cost by KoPT to the contractor. However, the contractor has to procure the required number of mooring Buoy ,stud-linked mooring chain along with mooring material and anchors and shall place the buoys at the designated location in the channel as per direction of the Harbour Master of KoPT. The contractor shall also construct the dead-man at the shore at the designated location as per the specification outlined in the tender. Subsequently, the contractor shall supply and install the bollards on the dead-man for shore anchoring of the vessel. The location of the dead-man and buoys shall be demarcated at site by Marine Division of KoPT at the time of actual execution. The mooring operation of the vessel i.e. latching/ delatching of the vessel with the buoys and the dead-man shall be carried out by the personnel deployed by the contractor as per the

## [SC-2]

direction of the Marine Division of KoPT. The mooring operation may be carried out round the clock. Provision of round the clock mooring boat for transportation of both men and provisions to be arranged by the tenderer. A self propelled mooring boat has to be provided along with 4 nos. of mooring crew at the level of SSL for entire cycle of operation.

3. The connecting chain per buoy shall be 3 in number each containing 3 lengths of minimum 68 mm diameter stud linked chain. Each chain shall be attached to a 7 mt double fluke anchor. The intermediate connection of the chain and the connection of the chain with the swivel shall be made up of mooring material like D-shackle etc of appropriate dimension. Each buoyer will be connected to the shore dead man by means of 68mm dia star link chain as a 4<sup>th</sup> leg of the buoy along with the associated mooring material.
4. The floating pipeline should be made up of MS pipe (conforming to IS 3589 of latest Rev.) of minimum 8" diameter with intermediate flexible hoses of same diameter. The floating pipeline handling system should be designed in a manner such that it is capable of handling maximum 5 kg/sq. cm pressure. Test Reports of such compliance will be maintained and produced by the contractor whenever asked for by KoPT. The MS pipeline will be supported by MS Frame which will have floaters made of Drum of minimum 400 mm dia, each Frame will have 4 drums. The MS frame will be fixed with clams to the floating Line. Their will be a valve station and a pig launcher in front of the Floating line and a minimum 1 inch dia flexible line has to provided for flow of air for pigging. Provision has to be provided so that floating pipeline is secured by ropes to ensure proper stability of the floating pipeline. A minimum 500 cfm Compressor has to provide at shore end for pigging for the floating pipeline till veg oil pipeline at the shore of HOJ-3.
5. The specification, capacity etc. of the floating pipeline handling system (except the pipeline diameter of 8") should be decided upon by the intending tenderer(s) so as to fulfil the scope of work & other obligations as also to withstand the pressure of 5 kg/sq. cm as specified in the tender and shall conform to the specifications laid down under the relevant BIS codes and/or other relevant and applicable international standards. The structural safety of the entire floating pipeline handling system shall be the responsibility of the tenderer. The frames, structures, fittings, etc. through which the pipelines may be installed for cargo operation should also be thoroughly tested so as to withstand the pressure of liquid cargo during unloading operation.
6. The successful tenderer shall ensure proper and safe installation/laying of floating pipeline handling system and mooring facility for the vessel.
7. The successful tenderer shall ensure that the floating pipeline shall be installed on the river water in such manner so that there is no obstruction in movement of vessels in the river in any manner during unloading of liquid cargo as well as during idle hours.
8. The floating pipeline system should be such that it takes minimum surface area in water during unloading of liquid cargo as well as during idle hours.
9. The floating pipeline handling system shall have to be installed operated/ maintained in a manner so as to ensure that there is no contamination of cargo in it under any circumstances. All consequences arising out of any such eventuality will be the responsibility of the contractor and he shall bear all costs in this regard.
10. The successful tenderer shall ensure spillage free operation of the floating pipeline handling system during unloading of liquid cargo by it. All consequences arising out of any such spillage will be the responsibility of the contractor and he shall bear all costs in this regard. Further, in case of spillage, the successful tenderer shall contain the spillage and remove the spilled material from the water/land area. The successful tenderer will be responsible for the disposal of both the product (spilled material) and cleaning material.



**[SC-3]**

11. The successful tenderer shall keep KoPT indemnified throughout the period of the contract against any claim arising from loss of cargo due to spillage through the floating pipeline handling system and/or contamination of cargo handled through the floating pipeline handling system. Any issue pertaining to contamination of cargo handled through the floating pipeline handling system will have to be resolved between the successful tenderer and importer or his agent and KoPT will not be responsible in this regard in any manner under any circumstances.
12. The successful tenderer shall have arrangements for pigging the floating pipeline system as may be necessary for handling different veg oils. For movement of cargo, the pig shall be inserted at the vessel end and has to be removed at the Pig receiver end of Veg oil Pipeline at shore near HOJ-3 .
13. The licensee will have to submit a certificate from a Chartered Engineer validating the design and confirming that specifications of the materials/equipments used conform to the specifications laid down under the relevant BIS codes and/or other relevant and applicable international standards, prior to commissioning of the system signifying that the pipelines and other associate infrastructure to be used by him are fit to unload liquid cargo from ships using the floating pipeline handling system. The Chartered Engineer shall be selected from either of the three institutes, i.e,(1) IIT Chennai (2) IEST Shibpur (3) Jadavpur University, Kolkata.
14. The successful tenderer, when required, shall replace those components of the handling system which will outlive its economic life during the currency of the contract with prior approval of KoPT. The successful tenderer shall produce certificate from a Chartered Engineer from time to time signifying that the pipelines and other associate infrastructure to be used by him are fit to unload liquid cargo from ships using the floating pipeline handling system.
15. The successful tenderer shall at its own cost and arrangement promptly repair / replace or restore the floating pipeline handling system and other associated facilities or any component thereof which may be lost, damaged or destroyed.
16. The successful tenderer shall not without prior approval of KoPT remove or replace any component of the floating pipeline handling system installed by him under the provisions of the contract.
17. The successful tenderer shall have to maximize availability of the floating pipeline system and other associated facilities to be provided under the contract, failing which penalty will be imposed as per details stipulated in the tender.
18. After completion of unloading of cargo from the vessel concerned, the floating pipeline is to be disconnected from the vessel concerned well in advance of scheduled sailing time of the vessel and placed in the area of the designated location near HOJ-3 such that it occupies minimum possible surface area and so that there is no obstruction in movement of vessels in the river in any manner.
19. The successful tenderer shall provide for the buoy lighting for the 4 buoys to be installed in the river as per the direction of the lighting officer of KoPT.
20. The contractor has to provide fencing of about 40 m length, covering 100 sqm area, 3 m high with concertina.
21. All the plant, equipment, mooring materials, pipelines etc to be supplied by the contractor shall be new.
22. After the completion of each operation/ activity etc., the contractor shall submit the reports in a definite format to the engineer.
23. On introduction of ERP system in Haldia Dock Complex, KoPT, the contractor shall make necessary arrangements/ provisions to provide vessel and cargo handling information to the ERP system by the means of any suitable software.

#### **[SC-4]**

24. The contractor shall transfer the entire facility unencumbered to KoPT at the end of the contract period free of cost.

Executing all works incidental to the foregoing including necessary modifications as required, furnishing all materials, labour services of divers, plants and equipment temporary facilities, underwater work where necessary etc. for the same.

All the items of works as detailed above shall have to be carried out as per specification and as detailed in the "Bill of Quantities".

The scope of work also includes all other ancillary and appurtenant works as set forth in the attached Bill of Quantities in accordance with specifications for materials and workmanship as per this tender.

#### **4.0 LOCATION:**

The location of the proposed facility is on the river Hooghly in the waterfront between the floating jetty and 3<sup>rd</sup> oil jetty at the Southern side of the Lock entrance for the Haldia Dock Complex. There is a water

frontage of about 500 m between the extreme downstream dolphin of floating jetty and outermost upstream mooring dolphin of 3<sup>rd</sup> oil jetty.

The existing bed level near the Berthing line is around (-) 8.0 m with respect to chart datum.

#### **5.0 ACCESS TO THE SITE:**

(a) By Road:

All-weather hard top road approachable from N.H. 41 and State Highway exist right up to the area of work.

(b) By Rail:

S. E. Railway Branch Line connects Haldia with the Panskura Railway Station.

#### **6.0 INSPECTION OF SITE:**

The Bidder shall inspect the site of work and thoroughly familiarise himself with the nature of work, site conditions, and access to the site and location before submission of the tender. He should contact the General Manager (Engineering), Haldia dock Complex at his office at Jawahar Tower, Haldia for collecting information about the site before submission of the tender. No excuse will be entertained afterwards on the above ground. In case any part of the site cannot be handed over to the successful Bidder in time, no compensation for loss of labour or any other cause nor any claim will be entertained by the Trustees. Suitable extension of time shall, however, be granted to the successful Bidder on that ground if applied for.

#### **7.0 SITE FEATURES & OPERATIONS:**

The off-shore work is to be carried out on the river in the estuarine region of the River Hooghly where strong tidal currents prevail and there is substantial tidal fluctuation in water level.

The work shall have to be executed by the successful bidder without hampering normal operational activities in the area. The working hours may have to be adjusted as the situation demands. No claim for idle labour on this account shall be entertained.

During execution of the work, proper care should be taken to provide adequate protection to the existing structures, cables (electrical / telephone / computer etc), fresh water and fire pipelines etc. and other installations against any damage at the contractor's risk and expense. Careful manual excavation will have to be carried out in places where service lines have been laid to avoid any damage.

Any damage caused to the existing pavement / structures/facilities/service lines or defect arising during construction shall have to be made good / rectified forthwith as directed to the satisfaction of the Engineer.

## [SC-5]

Care should be taken during transportation of materials and execution of work so as not to impede the smooth traffic flow and normal operations in adjoining areas.

The work is of urgent nature and the completion time should be strictly adhered to and the contractor shall be required to mobilize sufficient manpower & machinery for achieving the same.

Further, if so required by the Engineer in the interests of normal working of the port, it is found necessary to shift / suspend some construction activity for some duration, this shall be done in compliance with the instructions of the Engineer, without any additional cost.

The tenderers shall have to assess the impact of hindrance to the different activities of the work which may likely to occur during execution of the job due to various factors including those of shipping and other operational activities in the areas and also as stated above. They shall have to plan the work in such a way so that all the activities of the job can be continued after taking care of the above hindrances effectively round the clock even on Sundays and holidays in order to complete the job within scheduled time frame as mentioned below. The tenderers shall consider the above points while quoting their rates.

### **a) Hydrological:**

Tides in the Hooghly estuary are semidiurnal with a periodicity of 12 hrs.24 min. Tides exhibit seasonal variation in monsoon and summer seasons. Tidal ranges are about 5 Mtr at springs and 2.2 Mtr. at neaps at Haldia with a time lag of about 1 hour with reference to tides at Sagar on the seaward face. Maximum currents of the order of 3-3.5 Mtr/Sec. occur in the deep channels in spring tides/Freshets. The currents vary with channel morphology, tides and upland discharge.

The tide levels of river Hoogly at Haldia are as follows:

Highest High Water (HHW)	: (+) 7.26 m CD
Mean High Water Spring (MHWS)	: (+) 5.70 m CD
Mean High Water (MHW)	: (+) 5.01 m CD
Mean High Water Neaps (MHWN)	: (+) 4.26 m CD
Local Mean Water Level (LMWL)	: (+) 3.23 m CD
Mean Low Water Neaps (MLWN)	: (+) 2.10 m CD
Mean Low Water (MLW)	: (+) 1.34 m CD
Mean Low Water Springs (MLWS)	: (+) 0.80 m CD
Lowest Low Water (LLW)	: (-) 0.07 m CD

For further detailed information on tides, the 'TIDE TABLES' FOR THE HOOGHLY RIVER, available from the Director of Marine Department. K.O.P.T. may be consulted to note the tidal variations.

### **b) Rainfall:**

This region is mainly exposed to southwest monsoon from June to September and an average monthly rainfall of over 250mm is experienced (July and August are the wettest months having monthly rainfall as high as 400mm). During northwest monsoon from November to February, monthly average rainfall of less than 50mm is experienced. The average annual rainfall is around 1500mm and the average number of rainy days in a year with rainfall of 25mm or more is about 20.

### **c) Temperature:**

At Haldia, there is a seasonal variation in the temperature. April and May are hotter month, whereas December and January are colder months. The highest temperature so far recorded is 44.9<sup>0</sup> C during the month of May in 1975 and the lowest temperature is 6.9<sup>0</sup> C recorded during the month of December 1975. Design range of effective temperature is  $\pm 25^{\circ}$  C

### **d) Visibility:**

It is learnt that visibility at Haldia is better compared to that at Kolkata, as the area is free from industrial smoke. At times due to heavy rainfall poor visibility is reported during the southwest monsoon. On an average, fog is reported on 5-7 days in each month from November to February during mornings.

### **e) Relative Humidity:**

Maximum Relative Humidity of 90% occurs in August. In March, it is about 75%. The average relative humidity during the year normally stays within the range 55% – 90%.

## [SC-6]

### **f) Wind and Cyclone:**

From November to January, the pre-dominant wind directions are between NE and N. between March and September, SW winds are pre-dominant. In other months, wind directions are naturally transitional. Wind speeds normally do not exceed 15 KM/hr during October to January. During March to May the wind speed normally does not exceed 80 km/hr. The highest wind speed recorded during severe Cyclone in September 1972 was 204 km/hr.

### **8.0 PARTICULARS OF EXISTING WORKS:**

Such information as maybe given in the specification as to the existing features and works other than those now under construction as part of the present Haldia Dock Complex given without warranty of accuracy and neither the Trustees nor the Engineer will be liable for any discrepancies therein.

### **9.0 DRAWINGS:**

Tender drawings are for providing an indication of the nature and extent of the work and are tentative. The actual work will have to be executed without any reservations at accepted rates as per final detailed drawings, which would be made available by the Engineer at an appropriate time.

The Engineer can modify the drawings at any time during the contract period for successful completion of the work. Working drawings as and when necessary, shall be provided by the Contractor and got approved by the Engineer.

### **10.0 TIME OF COMPLETION:**

The work is urgent in nature and must be commenced immediately on receipt of the work order and to be completed in all respects within **3 (Three) months** including preliminary time from the date of placement of work order. The facility shall be commissioned upon obtaining clearance from the marine division regarding completion of the proposed facility in all respect.

### **11.0 OPERATION & MAINTENANCE PERIOD:**

Subsequent to the successful commissioning of the facility, the Contractor shall operate and maintain the facility as detailed in the scope of work [detailed in SC-1] for a period of **5 (Five) years** from the date of commissioning as certified by the Engineer to the contract.

### **12.0 TEMPORARY OR ENABLING WORK:**

The Contractor shall submit to the Engineer for his approval not less than 28 days before commencement or erection of any part of Temporary Works, drawings and detailed proposals for the method of construction of temporary works such as office, store, and temporary platforms, pre-casting yard, workshop etc. which he intends to construct for the execution of the contract and no such work shall be constructed before obtaining the written approval of the Engineer. The Contractor shall also submit his calculations relating to the design of temporary works, strength etc., if required by the Engineer and shall carry out the modifications that the Engineer may require of such temporary works at Contractor's own cost. As with the permanent works, the Contractor shall take all precautions while carrying out the temporary works and shall abide by regulations of all statutory authorities. Notwithstanding approval by the Engineer, the Contractor shall be solely responsible for the safety and proper execution of the temporary work and all related permanent work. The Contractor at his own cost shall repair any damage occurring to part or whole of the permanent work due to any failure of the temporary works. These provisions will apply to all enabling works also. The contractor shall obtain permission for any Temporary Works and would ensure that during execution of works the statutory requirements of the concerned authorities such as Kolkata Port Trust, Police, Customs, etc. would be complied with.

### **13.0 CONTRACTOR'S SITE OFFICE, STORE SHEDS ETC:**

On an application from the Contractor, land near to the site of work will be allotted by the Trustees for the construction of Site Office, Store etc. For such allotment a rent of Rs.10.00 per annum or part thereof will be recovered from Contractor's bill. The Contractor shall hand over vacant possession of the land free from all

## **[SC-7]**

encumbrances within two months from actual date of completion of work, i.e, after the contract period is over. In case the contractor does not remove the site offices, store etc. within two months from the actual date of completion, the contractor will have to pay compensation equivalent to **three times** the applicable licence fee for the plot of land allotted to him temporarily for site offices, store etc. as per Schedule of Rent of Ko.PT's land and buildings at Haldia and to be recovered from his final bill / Security Deposit. The Contractor shall build office, sheds etc. on the land allotted to him as approved by the Engineer or his representative and shall maintain a clean hygienic condition throughout the period of their use.

### **14.0 KEEPING THE SITE AND WORKING AREA CLEAR:**

The Contractor shall at all times keep the site and working areas free from all surplus materials, rubbish and offensive matter all of which shall be disposed off in a manner to be approved by the Engineer's Representative. As the works will be carried out mainly inside of operational buildings of HDC, the Contractor has to make necessary arrangement to clear the rubbishes etc. from the buildings, at the end of day's work at his own cost & risk.

### **15.0 PROGRAMME OF WORK AND PROGRESS REPORT:**

The contractor shall suitably schedule various activities required for completion of the work and shall submit detailed programme of work in writing in the form of a Bar / PERT Chart before commencement of the work.

If desired by the Engineer, the contractor, during execution of the work, shall submit on the first day of each month the progress report of the work in a manner as directed, showing therein corrective measures to be taken to make up the backlog, if there be any.

### **16.0 PROGRESS PHOTOGRAPHS & VIDEO RECORDS :**

The contractor shall supply to the Engineer suitable negative and four prints of progress photographs, suitably inscribed, of an approximate size 165 mm x 115 mm of such portions of the work in progress as well as of completed work as the Engineer may direct. Progress photographs shall be required every month, unless otherwise directed by the Engineer. The negatives of the photographs shall become the property of the Board of Trustees and no prints from the negatives may be supplied to any person or persons without the authorisation of the Engineer. Approximately 60 copies of photographs will be chosen by HDC from a minimum of 140 nos. original photographs.

The contractor shall also supply to the Engineer edited colour progress video films with sound and narration in English of various phases of such portion of the work in progress and completed work as the Engineer may direct so as to have a coherent record of the construction from start to completion. The video films will be recorded on digital video discs or compact discs which shall become the property of the Board of Trustees and no copies of the above films shall be supplied to any person or persons without the permission of the Engineer. Duration of the video film records after editing shall be minimum 30 minutes.

Cost of such photography/ video filming and ancillary works shall be borne by the contractor and no extra payment will be allowed.

### **17.0 SAFETY:**

The contractor shall adhere to safe construction practice, guard against hazardous and unsafe working conditions and follow all safety precautions for prevention of injury or accidents and safeguarding life and property. The contractor shall comply with relevant provisions of Dock Workers (Safety, Health and Welfare) Act – 1986 and Dock Workers (Safety, Health and Welfare) Regulation – 1990 and Safety.

Officer of the Trustees or Safety Inspectors shall be afforded all facilities for inspection of the works, tools, plant, machineries, equipments etc. wherever so required. The contractor shall further comply with any instruction issued by the Engineer, Trustees' Safety Officer, Safety Inspector in regards to safety which may relate to temporary, enabling or permanent works, working of tools, plants, machineries, equipments, means of access or any other aspect.

The contractor shall provide all necessary first aid measures, rescue and life saving equipment to be available in proper condition.

### **[SC-8]**

The contractor shall provide PPE's (Personal Protective Equipments) such as, helmet, safety shoe etc. to all workers and shall also provide job specific PPE's e.g. safety belts for working at heights; protective face and eye shield, goggles, hand gloves for welding / gas cutting works; protective foot wear and gloves for hot works; facemasks, gloves and overalls for painting works, mixing and handling materials etc , as directed by the Engineer.

All safety rules shall be strictly followed while working on live electrical systems or installations as stipulated in the relevant safety codes.

During work on the river and at the waterfront, the areas of work must be clearly marked with red flags and prominent red lamps (at night) to prevent any danger to workmen engaged at site or to ships berthing at the Jetties.

During work at night, the Contractor shall deploy halogen lamps/ other electrical lamps at the required spots to ensure there is adequate illumination for hazard-free work.

Before allowing workers in sewers, manholes, any duct or covered channel etc, the manhole covers shall have to be kept open and ventilated at least one hour in advance and necessary safety torches / lamps should be inserted first before allowing entry to the worker. Suitable hand gloves and other safety gear will be provided to the worker during handling / removing of slushes / sludge etc. without any extra cost.

It shall be the contractor's obligation to ensure the safety & security of the vessels handled.

### **The contractor shall adopt all the above safety measures at his own cost.**

The successful bidder shall also ensure that –

- (i) No damage is caused to plants and vegetations unless the same is required for execution of the project proper.
- (ii) The work shall not pollute any source of water / land / air surrounding the work site so as to affect adversely the quality or appearance thereof or cause injury or death to animal and plant life.
- (iii) His office & labour hutment etc. shall be maintained in a clean and hygienic condition throughout the period of their use and different effluents of the labour hutment shall have to be disposed off suitably.

## **18. INSURANCE:**

### **(i) Insurance Requirement :**

The contractor shall, at its cost and expense, purchase and maintain insurances as are prudent, including but not limited to the following :

- (a) builder's all risk insurance ;
- (b) losses ,damage or destruction of the Project facilities and services, at replacements value;
- (c) Comprehensive third party liability insurance including injury or death to personnel of the Employer and others who may enter the Project Site or the Port's Assets;
- (d) Workmen's compensation insurance;
- (e) Marine cum storage cum erection insurance ; and
- (f) Any other insurance that may be necessary to protect the Contractor, its employees and its assets and the Employer, its employees and agents engaged in or connected to the project and the Project Site and Port Assets (against loss, damage or destruction at replacement value) including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (e).

### **(ii) Insurance Cover & Insurance Companies :**

The Contractor shall insure all insurable assets comprised in the Port's Assets and / or the Project Facilities and Services and all insurable risks associated with the Project to the extent advisable in accordance with Good Industry Practice ("Insurance Cover").

**[SC-9]**

**(iii) Evidence of Insurance Cover :**

The contractor shall pay the premium payable on such Insurance policy(ies) so as to keep the policy(ies) so as to keep the policy (ies) in force and valid throughout the contract Period. They will be required to submit a certificate of compliance in this regard to be obtained from the INDEPENDENT ENGINEER in the first instant. Thereafter, in every year, they will be required to produce a certificate to be issued by a Chartered Accountant conforming compliance.

**(iv) Application of Insurance Proceeds:**

All moneys received under insurance policies shall be promptly applied by the Contractor towards repair or renovation or restoration or substitution of the Port's Assets and the Project Facilities and Services or any part thereof which may have been damaged or destroyed and in respect of which the claim is lodged. The Contractor shall carry out such repair or renovation or restoration or substitution to the extent possible in such manner that the Project Facilities and Services or any part thereof, shall after such repair or renovation or restoration or substitution be as far as possible in the same condition as they were before such damage or destruction, normal wear and tear excepted.

**(v) Validity of the Insurance Cover :**

The Contractor shall pay the premium payable on such insurance policy(ies) so as to keep the policy(ies) in force and valid throughout the Contract Period and furnish copies of the same to the Employer. Each insurance policy shall provide that the same shall not be cancelled or terminated unless 10 (ten) Day's clear notice of cancellation is provided to Employer in writing. If at any time the Contractor fails to purchase and maintain in full force and effect any and all of the insurances required under this Agreement, the Employer may at its option purchase and maintain such insurances and all sums incurred by the Contracting Authority therefore shall be reimbursed with interest @ SBI PLR plus 2% (two percent) per annum by the Contractor forthwith on demand, falling which the same shall be recovered by the Employer by exercising right of set off or otherwise.

The Contractor shall indemnify KoPT against all losses and claims in case of death or injury caused to any person by him during the execution of the work.-

**18.1 PROVISION TO INDEMNIFY EMPLOYER**

The terms shall include a provision whereby, in the event of any claim in respect of which the contractor would be entitled to receive indemnity under the policy being brought or made against the Employer, the insurer will indemnify the Employer against such claims and any costs, charges and expenses in respect thereof.

**18.2 ACCIDENTS OR INJURY TO WORKMEN**

The Employer shall not be liable for any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor or any sub-contractor. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

**18.3 INSURANCE AGAINST ACCIDENT ETC. TO WORKMEN**

The Contractor shall insure against such liability with an insurer approved by the Employer, which approval shall not be unreasonably withheld, and shall continue such insurance during the whole of the time that any person is employed by him on the works and shall, when required, produce to the Engineer or the Engineer's Representative such policy of insurance and the receipts for payment of the current premium. Provided always that, in respect of any person employed by any sub-contractor, the Contractor's obligation to insure as aforesaid



#### **[SC-10]**

under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy, but the Contractor shall required such sub-contractor to produce to the Engineer or the Engineer's Representative, when required, such policy of insurance and the receipt for the payment of the current premium.

#### **18.4 ALL INSURANCES AT CONTRACTOR'S COST**

The insurance shall be entirely at the cost and expenses of the Contractor.

#### **19.0 POWER SUPPLY:**

If available and if required, suitable power supply may be arranged by the Trustees at the nearest existing supply point of the site of work on receipt of request letter from the Contractor to that effect. All necessary arrangements for the distribution at site will have to be made by the Contractor at his own cost as approved by the Trustees' Plant and Equipment Division.

Charges for consumption of power shall be periodically recovered from the Contractor's Bill at the rates of WBSEDCL as prevalent/ amended from time to time for Haldia region along with departmental overhead of 19.25% including installation and hire charges for meters. The Trustees do not guarantee uninterrupted power supply from the above sources and Contractor shall not be compensated for any delay in providing / irregularity of power supply. The Contractor shall have to arrange for the supply of power at his own cost during such periods.

#### **20.0 WATER:**

The Contractor will arrange for supply of water both for drinking and for construction purposes from his own source.

#### **21.0 PAYMENT**

The quantity of cargo handled as per ships ullage report is to be considered for payment.

The contractor would be required to submit vessels wise cargo handled during the month along with the copies of ships ullage (both pre discharge & post discharge) to the Engineer along with the bill raised. For the purpose of claim only those vessels which completed discharge during a month shall be considered.

The bills should be drawn in compliance with GST law and the contractor will be required to upload the bills in the DST return in time to enable KoPT to take GST credit.

TDS from bill will be done as per law time being in force.

#### **22.0 WATCHING OF MATERIALS:**

The successful Bidder will have to arrange for proper security of all materials and tools brought by him. Although the working area is under the jurisdiction of C.I.S.F., the Contractor shall be fully responsible for any theft or damage of the materials. He may be allowed to post his Watchmen round –the-clock at the work-site with valid permit and prior intimation to CISF. No extra amount will, however, be paid separately for watching. The Contractor should quote his rates keeping this in view.

#### **23.0 PLANT & EQUIPMENT:**

The successful bidder shall supply all necessary tools, plants and equipments with fuel and operator required for successful execution of the work at his own cost.

#### **24.0 VARIATION IN CONTRACT PRICE :**

Fuel Price Variation

Adjustment for variation in fuel price shall be calculated as per the following methodology.

**[SC-11]**

$$\text{Fuel Price Variation} = 10\% \text{ of accepted total unit rate} \times \frac{P(\text{new}) - P(\text{base})}{P(\text{base})}$$

P (new): Sale price of High Speed Diesel (HSD) at IOC retail stations at Haldia on 1<sup>st</sup> day of respective month.

P (base): Sale Price of High Speed Diesel (HSD) at IOC retail stations at Haldia applicable on due date of submission of the bid.

**General Price Variation**

Adjustment on account of variation of WPI shall be calculated as per the following methodology:

$$\text{General Price Variation} = 10\% \text{ of accepted total unit rate} \times \frac{WPI(\text{new}) - WPI(\text{base})}{WPI(\text{base})}$$

"WPI (base)" shall mean the average monthly Wholesale Price Index for All Commodities as published by the office of Economic Adviser, Ministry of Commerce and Industry, GoI on its official website applicable on due date of submission of the bid.

"WPI (new)" shall mean the average monthly Wholesale Price Index for All Commodities as published by the office of Economic Adviser, Ministry of commerce and Industry, GoI on its official website applicable for the preceding financial year.

The adjustment on account of general price variation shall be allowed in the month of April every year considering the value of work done in the preceding financial year.

**25A. CONTRACT LABOUR LAWS:**

The Contractor must comply with the provisions of Contract labour (Regulation & Abolition) Act 1970 and Contract Labour (Regulation & Abolition) Central Rules 1971 and the rules framed there under with all modifications/amendments being enforced from time to time.

The Contractor shall indicate maximum number of workmen to be engaged on any day for execution of the work in the appropriate place in the ABSTRACT FORM OF TENDER & he shall have to obtain a regular /permanent license as per sec12(1) of the Contract Labour Act.

Further , whenever a contract work has commenced or completed , the contractor has to intimate the same to the Assistant Labour Commissioner(Central) /labour Enforcement Officer (Central) in Form IV-A , within 15 days of such commencement or completion.

The contractor has to obtain a certificate of registration under "Building & Other Construction Workers (Regulation Of Employment & Conditions Of Service ) Act-1996 and Central Rule 1998 and his rate shall include a cess payable @ 1 % of the cost of construction as applicable under "Building & Other Construction Workers Welfare Cess Act -1996 & Welfare Cess Rules 1998.

The contractor has to arrange for displaying the name of the Regional Labour Commissioner (Central) , Asst. Labour Commissioner (Central) & Labour Enforcement Officer (Central) at his worksite(s).

The contractor shall inform the Principal Employer the date, time & venue of disbursement to be made by him to his workers.

The successful bidder shall also be required to put up a notice at the site of work mentioning the date, time & venue of disbursement to be made by him to his workers and he or his authorized representative shall have to be present during period of disbursement.

**[SC-12]**

**25 B. COMPLIANCE WITH EPF & M P ACT:**

The successful contractor will have to comply with provision of EPF & MP Act –1952 (along with amendments, if any), issued from time to time.

If asked for by the Employer, the contractor will be required to submit photocopy of all payment challans and produce the original for verification to the representative of the principal employer, i.e. Sr. Dy. Manager IZ&R, (I&CF)

**25 C. COMPLIANCE WITH ESI ACT:**

If applicable , the successful bidder will have to comply with provisions of “Employers State Insurance Act –1948”, along with amendments (if any) issued from time to time. He shall obtain ESI registration and shall deduct employees’ contribution as applicable percentage of the wages of each of the employees’ and shall

deposit the same together with employer’s contribution as applicable percentage of such total wages payable to the employees or at such rates as fixed by the competent authority from time to time.

In case, where an employee is not covered under ESIC Scheme (or contribution not paid for him regularly) and meet an accident during and arising out of his employment, the contractor being the immediate employer, shall be liable to pay him suitable compensation.

The contractor will be required to submit Photo copies of all payment challans and produce the original for verification to the representative of the principal employer, i.e. Sr. Dy. Manager IZ&R, (I&CF).

**25 D. INDEMNIFICATIONS:**

The successful bidder shall be deemed to indemnify and keep indemnified the Trustees from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of any law, rules or regulations having the force of law, including but not limited to –

- a) The Minimum Wages Act, 1948.
- b) The Dock Workers (Regulation Of Employment) Act, 1948
- c) The Building And Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996
- d) The Dock Workers’ Safety, Health & Welfare Act , 1986
- e) The Payment of Wages Act, 1936.
- f) The Workmen’s Compensation Act, 1923.
- g) The Employees Provident Fund Act, 1952.
- h) The Contract Labour (Regulation and Abolition) Act, 1970; Rules 1971.
- i) The Payment of Bonus Act, 1965.
- j) The Payment of Gratuity Act, 1972.
- k) The Equal Remuneration Act, 1976.
- l) The Employees State Insurance Act, 1948 & Employees State Insurance (Amendment) Act ,1989
- m) Child Labour (Prohibition and Regulation) Act, 1986.
- n) The Maternity Benefits Act 1961
- o) Interstate Migrant Workmen (Regulation Of Employment & Conditions Of Service) Act, 1979.
- p) Motor Vehicle Act, latest revision.

## **[SC-13]**

### **26.0 PERMIT:**

Entry Permits may be necessary for the workmen and for the movement of transport vehicles for this work. In the interest of work, necessary entry Permits will be issued on chargeable basis by the Trustee's for the workmen, vehicles /lorries/trucks etc. for entering into the Dock area for execution of work / testing of materials at the departmental laboratory, against application as per prescribed proforma by the contractor, after the same is examined and approved by the Engineer. The entry permit will be issued as per requirement following latest Permit Scheme of Haldia Dock Complex. All existing rules, including any amendments thereto, in future, will have to be complied with by the contractor.

### **27.0 FORCE MAJEURE:**

In the event of either party rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, relevant obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period which Force Majeure events lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term "Force Majeure" as employed shall mean the events as below :

- (i) riot (unless solely restricted to or perpetuated by employees of the Contractor or his subcontractors / suppliers or occurring outside India) so far as it is uninsurable;
- (ii) war, hostilities (whether war be declared or not), invasion, directed to or by India or act of foreign enemies, directed to India;
- (iii) rebellion, revolutions, insurrection, or military or usurped power, or civil war in India;
- (iv) Fire , flood , cyclone , hurricane and acts of God.

Time of performance shall be extended by the period of delay, which is directly caused by the Force Majeure. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid shall notify the other party in writing immediately but not later than forty eight hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of his claim.

Time of performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which such event lasts and affects the relative obligation directly. Such extension of time shall be without prejudice to the provision that time is essence of the Contract and any other terms and conditions related to time of completion as may provided elsewhere in the Contract.

If the work is affected by Force Majeure lasting for more than 60 days at a stretch, the parties to the Contract shall settle the issue mutually.

### **28.0 SETTLEMENT OF DISPUTES :**

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

### **29.0 TAXES:**

The quoted rates should include all other taxes, duties etc. excluding GST. GST, as applicable, shall be paid extra against proper invoice submitted by the contractor.

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

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

### 30.0 DOCK PERMIT :

Dock permits which may be necessary for any purpose related to the work shall be issued against payment at the prevailing rates of HDC along with GST.

### 31.0 Performance Criteria:

#### Placement of Requisition:

1. Requisition will be placed to the licensee by KoPT for deployment of the floating pipeline handling system for carrying out unloading operations from a vessel at the designated location on the river at HDC **at least 8 hours prior to expected arrival time of the vessel.** On receiving such requisition, the contractor will mobilize men / material/ equipment's as required for commencing cargo handling operations from the vessel concerned at HDC within the stipulated time as per the performance criterion.- Floating line should be connected within 120 minutes of vessel getting latched with the mooring system.

#### Availability of floating pipeline handling system:

1. The contractor shall have to ensure availability of floating pipeline handling system and its associated facilities **whenever required by KoPT during the contractual period** so that cargo handling operations of KoPT does not suffer in any manner. The contractor shall carry out servicing, maintenance, repairs, etc. of the floating pipeline handling system during the idling period when the handling system is not in use for handling liquid cargo. However, the contractor will also be allowed Downtime for Planned.

#### Permitted Downtime for Planned Maintenance

- 1 The contractor will be allowed a downtime for a **maximum period of 12 days in every 12 month period** from the date of obtaining Commissioning Certificate for periodical servicing and planned maintenance under intimation to KoPT at least 48 hrs. prior to availing the down time period.

#### Liquidated Damages:

##### For Delayed Commencement of Operations/ Breakdown during operation

- 1 In case, the contractor fails to commence unloading operations within the stipulated time mentioned in the tender document, penalty @ **Rs. 2000/- shall be imposed by KoPT per hour or part thereof** subject to maximum of Rs 12000/-. For the purpose of assessing the time period of delays and /or detentions, records available with KoPT will be considered as final.

#### Non Availability of the Floating Pipeline Handling System:

- 1 In case of Non Availability of the Floating Pipeline Handling System other than during the allowed downtime (for Planned maintenance) the contractor shall pay a penalty of **Rs 12000/- per day** or part thereof.

#### Note:

- The start time of vessel's pump for the operation will be taken as the actual time of commencement of unloading operations through the floating pipeline handling system for assessment of pre-commencement delay.
- The time interval during which the vessel's pump would remain inoperative after initial commencement of unloading operations through the floating pipeline handling system would be considered for calculation of suspension time.
- For any re-scheduling of the vessel by KoPT for whatever reason, no compensation whatsoever will be paid by KoPT to the contractor.

## **32.0 OWNERSHIP OF ASSETS.**

### **Land and Water Area:**

The ownership of the Project Site and Port's Assets shall always remain vested with the Employer. The Rights of the Contractor in the Project Site and port's Assets shall only be that of a bare licensee of such assets and the Contractor shall neither assign, transfer, sublet, create any charge of Encumbrance, nor shall the Contractor create or permit creation of any third party rights whatsoever, on whole or any part of the Port's Assets or Project Site. Further, any such rights of the Contractor shall always be subject to existing rights of way. It is expressly agreed that the Contractor's rights in the Project Site and/or the Port's Assets shall cease without the need for any action to be taken BY THE Employer upon the termination of this Agreement for any reason whatsoever.

### **Assets created or provided by the Contractor:**

The ownership of all infrastructure assets, buildings, structures, berths, wharfs, equipment and other immovable and movable assets constructed, installed, located, created or provided by the Contractor at the Project Site and /or in the Port's Assets pursuant to this Agreement shall, until expiry of this Agreement or transfer to the Employer on Termination in accordance with this agreement, be with the Contractor. However, such ownership of permanent asset, buildings etc. created/ erected by the Contractor at the Project Site shall not be construed as and shall not confer any rights in the Project Site or other Port's Assets upon the Contractor, saved as that of a bare licensee as provided for in this agreement.

**ANNEXURE - I**

**(To be submitted on Company's Letter Head along With Cover-I Offer)**

**General Manager (Engineering)  
HALDIA DOCK COMPLEX**

**SUB :- E-TENDER FOR "SETTING UP OF OFFSHORE LIQUID BULK TERMINAL WITH COMPOSITE FACILITY FOR CARGO HANDLING AND MOORING OPERATIONS THROUGH INSTALLATION OF BUOYS AND FLOATING PIPELINE NEAR 3<sup>RD</sup> OIL JETTY ON THE RIVER HOOGHLY FOR A PERIOD OF 5 (FIVE) YEARS AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST"**

E -TENDER NO: KoPT/Haldia Dock Complex/ I&CF Div/18/19-20/ET/35

Dear Sir,

We do hereby confirm that our offer is strictly in accordance with the terms and conditions of the Tender Document without any deviation / condition.

We further confirm that COVER-II of the bid does not contain any condition / deviation.

---

Signature of the Bidder with Office Seal.

Date:

Place:



**ANNEXURE - II****KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX****CONCURRENT COMMITMENT(S) OF THE BIDDER (i.e Works In The Hand Of The Bidder  
At The Time Of Submission Of Tender Offer)****(To be submitted with Cover-I of Offer)****Bidders must fill in the under noted columns.**

Sl. No.	Full particulars of works to be executed concurrently by the bidder. (i) Name of work. (ii) Client. (iii) W.O. No. & Date.	Sanctioned Tender Value. (in Rs.)	Completion time as stated in tender.	Name and address to whom reference can be made.
1	(i)			
	(ii)			
	(iii)			
2	(i)			
	(ii)			
	(iii)			
3	(i)			
	(ii)			
	(iii)			
4	(i)			
	(ii)			
	(iii)			

### **ANNEXURE - III**

#### **Format For Power Of Attorney For Lead Member Of Consortium**

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

#### **POWER OF ATTORNEY**

Whereas Haldia Dock Complex, Kolkata Port Trust("the Authority") has invited tenders from interested parties for "....." (Tender No. ....).

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

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

**NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS**

We, M/s. .... having our registered office at ....., M/s. .... having our registered office at ....., M/s. .... Having our registered office at ....., and M/s. .... having our registered office at ....., [the respective names and addresses of the registered office] (hereinafter collectively referred to as the "Principals") do hereby designate, nominate, constitute, appoint and authorize M/s. .... Having its registered office at ....., being one of the members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorize the Attorney to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the contract, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid(s) for the tender, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre Bid and other conferences/meetings, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid(s) of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid(s) for the tender and/or upon award thereof till the Agreement is entered into with the Authority.

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

IN WITNESS WHEREOF WE HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF  
.....20\*\*

For .....

.....

(Name & Title)

For .....

.....

(Name & Title)

For .....

.....

(Name & Title)

Witnesses:

1.

2.

.....

(To be executed by all the members of the Consortium)

**(To be submitted with Cover-I of Offer)**

**SCHEDULE 'O' SHEET – 1**

The Bidders are also requested to furnish the following particulars:-

A) In case of Limited Company -

- 1) Name of Company :
- 2) Address of its present registered office. :
- 3) Date of its incorporation :
- 4) Full name and address of each of its Directors :  
– any special particulars as to Directors if  
desire to be stated.
- 5) Name, address and other necessary particulars :  
of Managing Agents, if any appointed by the  
Company.
- 6) Copies of Memorandum, Articles of Association :  
(with the latest amendments, if any).
- 7) Copies of audited balance sheets of the :  
Company for the last two years.

B) In case of a firm -

- 1) Name and address of the firm. :
- 2) When business started :
- 3) If registered a certified copy of certificate of :  
registration.
- 4) A certified copy of the Deed of Partnership :
- 5) Full name and address of each of the partners :  
and the interest of each partner in the  
partnership – any special particulars as to  
partners if desired to be stated.
- 6) Whether the firm pays income tax over Rs.10, :  
000/- per year

**(To be submitted with Cover-I of Offer)**

**SCHEDULE 'O' SHEET – 2.**

C) In case of an Individual:

- 1) Full name and address of the Bidder any :  
special particulars of the Bidder if desired  
to be stated.
- 2) Name of the father of the Bidder. :
- 3) Whether the Bidder carries on business in :  
his own name or any other name.
- 4) When business was started and by whom. :
- 5) Whether any other person is interested in :  
the business directly or indirectly, if so,  
name and address etc. of such persons  
and the nature of such interest.
- 6) Whether the Bidder pays Income Tax over :  
Rs.10, 000/- per year.

Dated:

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(Full signature of Bidder)

**(TO BE SUBMITTED WITH COVER- I OFFER)**

**ABSTRACT FORM OF TENDER (UNPRICED)**

I / We hereby tender for the under mentioned work for its execution within the specified time and in accordance, in all respects with the specifications, design, drawing and instructions in writing and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as practicable.

**(TO BE FILLED IN BY THE BIDDER)**

- (a) Name of Work. : **SETTING UP OF OFFSHORE LIQUID BULK TERMINAL WITH COMPOSITE FACILITY FOR CARGO HANDLING AND MOORING OPERATIONS THROUGH INSTALLATION OF BUOYS AND FLOATING PIPELINE NEAR 3<sup>RD</sup> OIL JETTY ON THE RIVER HOUGHLY FOR A PERIOD OF 5 (FIVE) YEARS AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST**
- (b) Estimated Cost. : **Rs 2.08 Cr. (Rupees Two Crore Eight Lakh Only)**
- (c) Earnest Money : **Rs 4,20,000.00 (Rupees Four Lakh Twenty Thousand Only)**
- (d) Security Deposit  
(including Earnest money) : **As per provisions in the tender.**
- (e) Time allowed for completion of the work : **3 (Three) months**
- (f) Permanent I/T A/C No. :
- (g) Maximum number of workmen to be engaged on any day. :

(h) Bank Details

Name of Bank:

Branch:

Branch Code:

Account Number:

IFS Code:-

**TOTAL AMOUNT QUOTED BY ME / US IS :**

**NOT TO BE QUOTED IN COVER- I OFFER**

Witness:

(Signature of the Bidder)

Address:

(Name in block letters)

Address:-

Occupation:-

**(TO BE SUBMITTED WITH COVER- I OFFER)**  
**THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA**  
**FORM OF TENDER (UNPRICED)**

General Manager (Engineering)  
HALDIA DOCK COMPLEX

I/We \_\_\_\_\_  
\_\_\_\_\_ having examined the site of work, inspected the Drawings and read the specifications, General & Special Conditions of Contract and Conditions of the Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates & prices set out in the annexed Bill of Quantities within \_\_\_\_\_ months / weeks from the date of order to commence the work and in the event of our tender being accepted in full or in part. I / We also undertake to enter into a Contract Agreement in the form hereto annexed with such alterations or additions thereto which may be necessary to give effect to the acceptance of the Tender and incorporating such Specification, Bill of Quantities, Drawing and Special & General Conditions of Contract and I / We hereby agree that until such Contract Agreement is executed the said Specification, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the Contract.

**THE TOTAL AMOUNT OF TENDER Rs. NOT TO BE QUOTED IN COVER I OFFER**

**(Repeat in words) NOT TO BE QUOTED IN COVER I OFFER**

I / We require \_\_\_\_\_ days / months preliminary time to arrange and procure the materials required by the work from the date of acceptance of tender before I We could commence the work.

I / We have deposited with the Trustees' General Manager (Finance), HDC, vide Receipt No. \_\_\_\_\_ of \_\_\_\_\_ as Earnest Money.

I / We agree that the period for which the tender shall remain open for acceptance shall not be less than four months.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Bidder with Seal)

WITNESS :

Name of the Bidder :

Signature :

Name :

Address :

(In Block letters)

Address :

Occupation :



**TO BE FILLED- UP BY THE BIDDER**

**E-TENDER FOR "SETTING UP OF OFFSHORE LIQUID BULK TERMINAL WITH COMPOSITE FACILITY FOR CARGO HANDLING AND MOORING OPERATIONS THROUGH INSTALLATION OF BUOYS AND FLOATING PIPELINE NEAR 3<sup>RD</sup> OIL JETTY ON THE RIVER HOOGHLY FOR A PERIOD OF 5 (FIVE) YEARS AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST"**

**E -TENDER NO: KoPT/Haldia Dock Complex/ I&CF Div/18/19-20/ET/35**

1	Declarations a) The bidding firm has not been debarred / delisted by any Govt / Quasi Govt. / Public sector undertaking in India. b) The proprietor / partner(s)/ authorised signatory of the bidding firm is/are not associated with other firm bidding for the same work.	Declaration submitted	Yes / No
	Rs 11800.00 as application money towards cost of tender documents.	Deposited	Yes / No
2	Earnest Money	Deposited	Yes / No
3	Declaration as per Annex-I that no conditions / deviations have been added in Volume-II in the tender offer.	Submitted on company's letter head.	Yes / No
4	PAN Card	Submitted	Yes / No
5	GST registration certificate	Submitted	Yes / No
6	Valid Trade License.	Valid up to	
		Submitted	Yes / No
7	Professional Tax Clearance Certificate. / Upto date tax payment challan.	Valid up to	
		Submitted	Yes / No
8	Valid Employees' Provident Fund Account	Submitted	Yes / No
		Photo copy of latest payment challan of EPF submitted	Yes / No
9	ESI registration	Submitted	Yes / No
		Photo copy of latest payment challan of ESI submitted	Yes / No
10	Details of firm as per schedule-O	Format fill-up	Yes / No
11	Concurrent Commitments of the Bidder	Format fill-up	Yes / No
12	Credential within seven years	i) Amount	
		ii) Amount	
		iii) Amount	
		Credentials as per pre-qualification criteria.	Yes / No
		Letter of award works and completion certificate from owners are enclosed.	Yes / No
13	Certified copies of audited balance sheet	i) Turnover amount and year	
		ii) Turnover amount and year	
		iii) Turnover amount and year	
		Certified by the statutory auditor	Yes / No
14	GCC Booklet and drawing duly signed under office seal	Submitted with signature	Yes /No

Signature of the bidder with seal

## **DOCUMENTS**

### **FOR**

**E-TENDER FOR “SETTING UP OF OFFSHORE LIQUID BULK TERMINAL WITH COMPOSITE FACILITY FOR CARGO HANDLING AND MOORING OPERATIONS THROUGH INSTALLATION OF BUOYS AND FLOATING PIPELINE NEAR 3<sup>RD</sup> OIL JETTY ON THE RIVER HOUGHLY FOR A PERIOD OF 5 (FIVE) YEARS AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST”**

**E -TENDER NO: KoPT/Haldia Dock Complex/ I&CF Div/18/19-20/ET/35**

### **VOLUME-II**

**Issued to:**

**Date of Issue:**

**Signature and Designation  
of Issuing Officer:**

**On behalf of Bidder:**

**Sr. Dy. Manager-IZ&R, (I&CF )  
Haldia Dock Complex  
Operational Building, Chiranjibpur  
P.O. HALDIA – 721604  
Purba Medinipur  
Telefax No.: (03224) 252110**

# DOCUMENTS

## FOR

**E-TENDER FOR "SETTING UP OF OFFSHORE LIQUID BULK TERMINAL WITH COMPOSITE FACILITY FOR CARGO HANDLING AND MOORING OPERATIONS THROUGH INSTALLATION OF BUOYS AND FLOATING PIPELINE NEAR 3<sup>RD</sup> OIL JETTY ON THE RIVER HOOGHLY FOR A PERIOD OF 5 (FIVE) YEARS AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST"**

**E -TENDER NO: KoPT/Haldia Dock Complex/ I&CF Div/18/19-20/ET/35**

Volume-II

<b>TENDER PARTICULARS</b>
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<b>ESTIMATED COST</b>	<b>:</b>	<b>Rs 2.08 Cr. (Rupees Two Crore Eight Lakh Only)</b>
<b>EARNEST MONEY</b>	<b>:</b>	<b>Rs 4,20,000.00 (Rupees Four Lakh Twenty Thousand Only)</b>
<b>TIME OF COMPLETION</b>	<b>:</b>	<b>3 (Three) months</b>
<b>DATE AND TIME FOR PRE-BID MEETING &amp; SITE VISIT</b>	<b>:</b>	<b>Pre-bid Meeting on 15-07-2019 at 12:00 HRS at the office of General Manager (Engineering), H.D.C at Jawahar Tower, Haldia.</b>
<b>LAST DATE OF SUBMISSION OF E-TENDER AND OPENING OF COVER-I OF THE TENDER</b>	<b>:</b>	<b>29-07-2019 Submission Up to 15:00 hrs. Bid Document will be available on MSTC, Website. Bidders will have to participate in bidding process through website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> only</b>

**E-TENDER FOR "SETTING UP OF OFFSHORE LIQUID BULK TERMINAL WITH COMPOSITE FACILITY FOR CARGO HANDLING AND MOORING OPERATIONS THROUGH INSTALLATION OF BUOYS AND FLOATING PIPELINE NEAR 3<sup>RD</sup> OIL JETTY ON THE RIVER HOOGHLY FOR A PERIOD OF 5 (FIVE) YEARS AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST"**

**E -TENDER NO: KoPT/Haldia Dock Complex/ I&CF Div/18-19-20/ET/35**

**Evaluation of PRICE BID :**

Subject to fulfilling other terms & conditions contained in the tender document, financial evaluation of offers received from Applicant who have been techno-commercially qualified by KoPT following the procedure mentioned herein above will be based on minimum financial implication to KoPT to be computed for mooring facility with Floating pipeline on the basis of the unit rates to be quoted on line in the manner given below :-

<b>Sl. No.</b>	<b>Type of operation</b>	<b>Unit</b>	<b>Rate per ton as quoted by the Applicant (in Rs per MT) (Both in Figure &amp; word)</b>
<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>
1	Consolidated rate for handling of Liquid cargo through floating pipe line as per the scope of work.	<b>Per MT</b>	

**No rates are to be quoted here.**

The techno commercially qualified Bidder whose quoted rate of the table above will be the lowest shall be considered as the successful Bidder.

In the event the lowest financial implications of two or more Bidders become same, KoPT shall invite fresh price bid from only those Bidders whose overall financial implications have been found to be the lowest. Such Bidders while submitting the fresh "PRICE BID" shall keep in mind that their fresh price offer shall have to be less than the offer earlier made by them for all items as per above table or else their offer may become liable for rejection.

Note: (i) The Bidders are to quote rates on line.

(ii) Admissible GST will be paid extra and should not be included in the quoted rate.

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

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## **ABSTRACT FORM OF TENDER**

I / We hereby tender for the under mentioned work for its execution within the specified time and in accordance, in all respects with the specifications, design, drawing and instructions in writing and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as practicable.

### **(TO BE FILLED IN BY THE BIDDER)**

- (a) Name of Work. : **SETTING UP OF OFFSHORE LIQUID BULK TERMINAL WITH COMPOSITE FACILITY FOR CARGO HANDLING AND MOORING OPERATIONS THROUGH INSTALLATION OF BUOYS AND FLOATING PIPELINE NEAR 3<sup>RD</sup> OIL JETTY ON THE RIVER HOOGHLY FOR A PERIOD OF 5 (FIVE) YEARS AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST**
- (b) Estimated Cost. : **Rs 2.08 Cr. (Rupees Two Crore Eight Lakh Only)**
- (c) Earnest Money : **Rs 4,20,000.00 (Rupees Four Lakh Twenty Thousand Only)**
- (d) Security Deposit  
(including Earnest money) : **As per provisions in the tender.**
- (e) Time allowed for completion of the work : **3 (Three) months**
- (f) Permanent I/T A/C No. :
- (g) Maximum number of workmen to be engaged on any day. :

#### **(h) Bank Details**

**Name of Bank:**

**Branch:**

**Branch Code:**

**Account Number:**

**IFS Code:-**

**TOTAL AMOUNT QUOTED BY ME/US IS : \_\_\_\_\_**

**(THE BIDDER IS NOT TO QUOTE IN THIS PAGE.THE  
PRICE BID WILL BE QUOTED ON LINE)**

Witness: -

(Name in block letters)

Address:

Occupation:

(Signature of the Bidder)

Address:

## **THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA**

### **FORM OF TENDER**

General Manager (Engineering)  
HALDIA DOCK COMPLEX

I/We \_\_\_\_\_  
\_\_\_\_\_ having examined the site of work, inspected the Drawings and read the specifications, General & Special Conditions of Contract and Conditions of the Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates & prices set out in the annexed Bill of Quantities within \_\_\_\_\_ months / weeks from the date of order to commence the work and in the event of our tender being accepted in full or in part. I / We also undertake to enter into a Contract Agreement in the form hereto annexed with such alterations or additions thereto which may be necessary to give effect to the acceptance of the Tender and incorporating such Specification, Bill of Quantities, Drawing and Special & General Conditions of Contract and I / We hereby agree that until such Contract Agreement is executed the said Specification, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the Contract.

THE TOTAL AMOUNT OF TENDER Rs. **Will be quoted**  
**online** \_\_\_\_\_

(Repeat in words) . **Will be quoted online**  
\_\_\_\_\_

I / We require \_\_\_\_\_ days / months preliminary time to arrange and procure the materials required by the work from the date of acceptance of tender before I We could commence the work.

I / We have deposited with the Trustees' General Manager (Finance), HDC, vide Receipt No. \_\_\_\_\_ of \_\_\_\_\_ as Earnest Money.

I / We agree that the period for which the tender shall remain open for acceptance shall not be less than four months.

Dated:  
Bidder with Seal)

(Signature of

WITNESS :

Signature :

Name of the Bidder :

Name :

Address :

(In Block Letters)

Address :

Occupation :

# **General Conditions of Contract Forms and Agreements**

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**Sanctioned by the Trustees under Resolution No. 92 of the  
6<sup>th</sup> Meeting held on 27<sup>th</sup> May, 1993**

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**Including Addendum Sanctioned by the Trustees Meeting  
held on July, 2014**

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**KOLKATA PORT TRUST**

**KOLKATA DOCK SYSTEM  
& HALDIA DOCK COMPLEX**

**JULY , 2014**

## **GENERAL CONDITIONS OF CONTRACT**

	CLAUSE		PAGES
1.	<b>AMENDMENT TO GENERAL CONDITIONS OF CONTRACT</b>	...	GC 1
2.	<b>DEFINITION</b>	...	GC 2 – GC 3
3.	<b>DUTIES &amp; POWERS OF ENGINEER &amp; ENGINEER'S REPRESENTATIVE</b>	...	GC 3 – GC 5
4.	<b>THE TENDER/OFFER AND ITS PRE-REQUISITES</b>	...	GC 5 – GC 9
5.	<b>THE CONTRACT &amp; GENERAL OBLIGATIONS OF CONTRACTOR</b>	...	GC 9 – GC 14
6.	<b>COMMENCEMENT, EXECUTION AND COMPLETION OF WORK</b>	...	GC 14 – GC 17
7.	<b>TERMS OF PAYMENT</b>	...	GC 18 – GC 20
8.	<b>VARIATION AND ITS VALUATION</b>	...	GC 20 – GC 22
9.	<b>DELAY/EXTENSION OF COMPLETION TIME/LIQUIDATED DAMAGE/TERMINATION OF CONTRACT</b>	...	GC 22 – GC 24
10.	<b>MAINTENANCE AND REFUND OF SECURITY DEPOSIT</b>	...	GC 24 – GC 25
11.	<b>INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES &amp; ARBITRATION</b>	...	GC 25 – GC 27
12.	<b>FORMS GC-1, GC-2 , GC-3</b>		
13.	<b>FORM OF AGREEMENT</b>		
14.	<b>PROFORMA FOR B.G. FOR CONTRACT PERFORMANCE</b>		
15.	<b>INTEGRITY PACT DOCUMENT: PROFORMA</b>		
16.	<b>DRAFT Memorandum of Understanding between Ko.P.T. &amp; Transparency International India</b>		



## **AMENDMENT**

### **TO**

### **GENERAL CONDITIONS OF CONTRACT**

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

Table under sub-clause (a)

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

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

Table under sub-clause (d)

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

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

## 1. DEFINITIONS

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

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

GC - 4

- 2.2 The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 hereof, from the Engineer's Representative. Authority of Engineer's Representative
- 2.3 *The Engineer shall have full power and authority :* Engineer's Power
- (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, alteration and modification of the work and for extra works.
  - (d) to issue certificates as per contract.
  - (e) to settle the claims & disputes of the Contractor and Trustees, as the first referee.
  - (f) To grant extension of completion time.
- 2.4 *The Engineer's Representative shall :* Power of Engineer's Representative.
- (i) watch and supervise the works.
  - (ii) test and examine any material to be used or workmanship employed in connection with the work.
  - (iii) have power to disapprove any material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard.
  - (iv) take measurements of work done by the contractor for the purpose of payment or otherwise.
  - (v) order demolition of defectively done work for its reconstruction all by the Contractor at his own expense.
  - (vi) have powers to issue alteration order not implying modification of design and extension of completion time of the work and
  - (vii) have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Contractor.

- 2.5 *Provided always that the Engineer's Representative shall have no power :* Limitation of Engineer's Representative's Power
- (a) to order any work involving delay or any extra payment by the Trustees,
  - (b) to make variation of or in the works; and
  - (c) to relieve the Contractor of any of his duties or obligations under the Contract.

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

### 3.0 THE TENDER/OFFER AND ITS PRE-REQUISITES

- 3.1 The Contractor shall, before making out and submitting his tender/offer, be deemed to have inspected and examined the site, fully considered all factors, risks and contingencies, which will have direct and indirect impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration : The tender must encompass all relevant aspects/issues. Site & Local condition.
- (a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climatic conditions, the means of access to the site and all other local conditions, including the likely charges and costs for temporary way-leave, if any, required for the work.
  - (b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract. Drawing/ Specification/ Nature & extent of work to be done.

GC - 6

- (c) The accommodation required for the workmen and site office, mobilisation/demobilisation and storage of all plant, equipment and Construction materials. Accommodation for Contractor's men/materials.
- (d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all at Contractor's cost. Water for drinking etc. /Electrical power.
- (e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made thereunder, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance. Payment of Taxes/duties and observance of all statutes.
- (f) Payment of all kinds of stamp-duty for executing the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds. Payment of Stamp Duty by the Contractor.
- 3.2 The Contractor's tender shall be in ink on the Tender Forms supplied by the Trustees, unless stipulated otherwise in the Notice Inviting the Tender and shall be faultless in figures and free from erasing. Corrections, if any, shall only be made by scoring out and initialling of the revised figure.
- 3.3 If required by the Engineer or the Trustees, the Contractors in their tender or 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. Disclosure of Owner's name.
- 3.4 (a) Unless otherwise stipulated in the Notice Inviting Tender / Offer, every tender must be submitted with Earnest Money of the amount calculated as per the following scale. Earnest Money and Security Deposit.

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

GC - 7

- (b) Earnest Money shall be deposited with the Trustees' treasurer in cash or by Banker's Cheque of any Calcutta Branch of a Nationalised Bank of India drawn in favour of Calcutta Port Trust or in the form of any "Account Payee" Draft of any Nationalised Bank of India drawn in favour of "Calcutta Port Trust" and payable at Calcutta/Haldia, as the case may be, and the receipt granted therefor be kept attached to the Tender/Offer in the Sealed Cover. Method of Paying E.M.
- (c) Earnest Money of unaccepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalised Bank of Calcutta / Haldia. Refund of E.M.
- (d) The enlisted (registered ) Contractors of the Trustees who have deposited fixed Security with the Trustees' FA & CAO / Manager (Finance) according to his Class of Registration, shall be exempt from depositing the Earnest Money, as per the following scale : Exemption from E.M. to Regd. Firms
- | Class of Registration | Amount of Fixed Security | Financial Limit of Each Tender        |
|-----------------------|--------------------------|---------------------------------------|
| A                     | Rs. 25,000/-             | Any tender priced up to Rs.5,00,000/- |
| B                     | Rs. 10,000/-             | Any tender priced up to Rs.2,00,000/- |
| C                     | Rs. 5,000/-              | Any tender priced up to Rs.1,00,000/- |
- (e) (i) Tender submitted without requisite Earnest Money may be liable to rejection. Tender without EM liable to rejection.
- (ii) If before expiry of the validity period of his Tender/Offer, the tenderer amends his quoted rates or tender/offer making them unacceptable to the Trustees and/or withdraws his tender/offer, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees. Forfeiture of E.M. before Acceptance of offer.
- (f) The Earnest Money of accepted tender/offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Contractor after cancellation of the previous Receipt of Earnest Money. E.M. to be converted to part S.D.
- (g) Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done up to the stage of completion. Mode of recovery of balance S.D.

GC - 8

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

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

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

3.5 (i) The Security Deposit shall refunded to the Contractor in terms of Clause 9.3 hereinafter and subject to deduction, if any, under the provision of Sub-clause 3.5 (ii) herein below. Id, however, the Contract provides for any maintenance period. 50% of the Security Deposit may be refunded against any of the treasury Receipt for that amount on expiry of half of the maintenance period and the balance deposit on the expiry of the said 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. Mode of refund of S.D.

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



- 3.6 If stipulated in the contract as a Special Condition, the contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from Calcutta/Haldia Branch, as the case may be, of any Nationalised Bank of India in the proforma annexed hereto and for the sum and period as mentioned in the letter of acceptance of the Tender/Offer, within 15 days from the date of such letter, failing which the Contract shall be liable to be terminated and the earnest money shall be liable to forfeiture; all at the discretion of the Engineer. The cost of obtaining this or any other Bank Guarantee and/or the revalidation thereof, wherever required, has to be borne by the Contractor and it shall be his sole responsibility to arrange for timely revalidation of such Bank Guarantee, failing which and for non-fulfilment of any contractual obligation by the Contractor, the Engineer and/or the Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally. Bank Guarantee in lieu of Cash S.D. in certain cases
- 3.7 “Every Tenderer/ Bidder shall submit, in respect of a tender value of more than Rs 5 Crore, along with their tender comprising Special Conditions of Contract, General Conditions of Contract, BOQ, Earnest Money, etc. a document called Integrity Pact Agreement duly signed by their authorized representative. The Proforma of the Integrity Pact Agreement shall as specified in the GCC. In case of tender value more than Rs 5 Crore, the Integrity Pact Agreement is an essential part and parcel of bid document to be submitted by each tenderer, without which the tender shall not be considered.”
- 4.0 THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR
- 4.1 (a) The contract documents shall be drawn-up in English language. English language to be used
- (b) The contract shall be governed by all relevant Indian Acts. As applicable only within the jurisdiction of the High Court at Calcutta, India, including the following Acts :
1. The Contract Act (India), 1872.
  2. The Major Port Trusts Act, 1963.
  3. The Workmen’s Compensation Act, 1923.
  4. The Minimum Wages Act, 1948.
  5. The Contract Labour (Regulation & Abolition) Act, 1970.
  6. The Dock Workers’ Act, 1948.
  7. The Arbitration and Conciliation Act (1996) (in the case of a definite Arbitration Agreement only).
- Applicability of laws on the contract
- 4.2 After acceptance of his Tender/Offer and when called on to do so by the engineer or his representative, the contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term ‘Contract’ here-in-before, shall collectively be the Contract. Contractor to Execute Contract Agreement.
- 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. Interpretation of contract documents –Engineers’ Power

- 4.4 Two copies of the Drawings referred to in the general and special Conditions of Contract and in the Bill of Quantities, shall be furnished by the Engineer to the Contractors free of cost for his use on the work, but these shall remain the property of the Trustees and hence, the Contractor shall return them to the Engineer or his Representative on completion of the work, if not torn or mutilated on being regularly used at site. All Drawings are Trustees' property.
- 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. Contractor to prepare working / progress drawings
- 4.6 The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the Engineer. Even if such permission be granted, the Contractor shall remain responsible (a) for the acts, defaults and neglect of any sub-contractor, his agents, servants or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen and (b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a "piece rate" basis shall not be deemed to be sub-letting under this clause. Contractor cannot sub-let the work
- 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. Contractors' price is inclusive of all costs
- 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. Contractor is responsible for all construction process, except for correctness of design and specification formulated by the Engineer
- 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. Contractor to submit his programme of work

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.

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| 4.10 | Necessary and adequate supervision shall be provided by the Contractor during execution of the works and as long thereafter as the Engineer or his representative shall consider necessary during the maintenance period. The Contractor or his competent and authorised agent or representative shall be constantly at site and instructions given to him by the Engineer or his representative in writing shall be binding upon the Contractor subject to limitation in Clause 2.5 hereof. The Contractor shall inform the Engineer or his representative in writing about such representative/agent of him at site.  | Contractor to supervise the works  |
| 4.11 | The Contractor shall employ in execution of the Contract only qualified careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of his staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.   | Contractor to deploy qualified men and Engineer's power to remove Contractor's men |
| 4.12 | The Contractor shall be responsible for the true and proper setting out of the works in relation to reference points/lines/levels given by the Engineer in writing. The checking of any setting-out or of any alignment or level by the Engineer or his Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and he shall fully provide protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting out the works.  | Contractor is responsible for line, level, setting out etc.                        |
| 4.13 | From the commencement of the works till issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his own cost as per instruction and to the satisfaction of the engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Contractor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the Engineer as also for defects/damages if any caused to the work by the Contractor during such repairs and replacement in the maintenance period. | Contractor is responsible to protect the work                                      |

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| <p>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.</p>  | <p>Contractor is responsible for all damages to other structures / persons caused by him in executing the work.</p> |
| <p>4.15 The Contractor shall immediately inform the Engineer's Representatives if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees' expense as per the instruction of the Engineer's Representative.</p>   | <p>Fossils, Treasure travois, etc. are Trustees' property</p>   |
| <p>4.16 The Contractor shall be deemed to have indemnified and shall indemnify the Trustees against all claims, demands, actions and proceedings and all costs arising therefrom on account of :</p> <ul style="list-style-type: none"> <li>(a) Infringement of any patent right, design, trademark or name or other protected right in connection with the works or temporary work.</li> <li>(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.</li> <li>(c) Unauthorised obstruction or nuisance caused by the contractor in respect of Public or Private or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person.</li> <li>(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.</li> <li>(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.</li> <li>(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.</li> </ul> | <p>Contractor to Indemnify the Trustees against all claims for loss, damage, etc.</p>                               |
| <p>4.17 Debris and materials, if obtained by demolishing any property, building or structure in terms of the Contract shall remain the property of the Trustees.</p>  | <p>Dismantled materials Trustees' property</p>  |

- 4.18 The Contractor's quoted rates shall be deemed to have been inclusive of the following : Contractor's quoted rates/price must be all inclusive
- (a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.
  - (b) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.
  - (c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.
  - (d) Making arrangements for deployment of all labourer and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.
  - (e) Making arrangements in or around the site, as per the requirements of local authority or the Engineer or his Representative for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes, etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.
- 4.19 Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or despatch. Notice to Contractor.
- 4.20 The Contractor and his Sub-contractor or their agents and men and any firm supplying plant, materials and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing. Contractor not to publish photograph or particulars of work

- 4.21 The Contractor shall at the Trustees' cost to be decided by the Engineer render all reasonable facilities and Co-operation as per direction of the Engineer or his representative to any other Contractor engaged by the Trustees and their workmen to the Trustees' own staff and to the men of other 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. Contractor to provide facilities to outsiders
- 4.22 The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic. Work to cause minimum possible hindrance to traffic movement
- 4.23 All constructional plants, temporary works and materials when brought to the site by the Contractor shall be deemed to be the property of the Trustees who will have lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer or his Representative. Trustees' lien on Contractor's Plant & Equipment.
- 5.0 COMMENCEMENT, EXECUTION AND COMPLETION OF WORK.
- 5.1 The Contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Contractor's tender/offer by the Trustees or within such preliminary time as mentioned by the Contractor in the Form of Tender or the time accepted by the Trustees. The Contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representatives, time being deemed the essence of the contract on the part of the contractor. Preliminary time to commence work an maintenance of steady rate of progress
- 5.2 The Contractor shall provide and maintain a suitable office at or near the site to which the Engineer's Representative may send communications and instructions for use of the Contractor. Contractor's site office
- 5.3 Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the contractor shall not execute the work beyond the working hours observed by the Engineer's Representative and on Sundays and Holidays observed in the Trustees' system, except in so far as it becomes essential on account of tidal work or for safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any act or neglect on the part of the contractor, then the Engineer or his Representative shall order and the contractor at his own expense shall work by day and by night and on Sundays and Public Holidays. Any failure of the Engineer or his Representative to pass such an order shall not relieve the contractor from any of his obligations. The Engineer's decision in this regard shall be final binding and conclusive. Contractor to observe Trustees' working hours

- 5.4 Unless stipulated otherwise in the contract all materials required for the work shall be procured and supplied by the contractor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the Engineer or his Representative. The Engineer shall exercise his sole discretion to accept any such materials. Contractor to supply all materials as per requirement of the Engineer or his representative
- 5.5 Unless stipulated otherwise in the contract all materials, workmanship and method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the material and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer. Materials & Works
- 5.6 Samples shall be prepared and submitted for approval of the Engineer or his representative, whenever required to do so, all at the Contractor's cost. Contractor to submit samples for approval
- Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work, shall be borne by the Contractor. Contractor to arrange all testing at his own cost.
- 5.8 Regarding the supply of any materials by the Trustees to the contractor in accordance with the contract, the following conditions shall apply :
- (a) The Contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative. The Contractor shall account for and look after the Trustees' materials
- (b) Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than "Excepted Risks", the Contractor shall compensate the Trustees' in the manner decided by the Engineer and shall at no stage remove or cause to be removed any such material from the site without his permission in writing. Contractor to compensate for loss and damage to Trustees' materials
- (c) The Trustees' materials will generally be supplied in stages and in accordance with the rate of progress of work but except for grant of suitable extension of completion time of work as decided by the Engineer. The Contractor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Contractor shall, however, communicate his requirement of such materials to the Engineer from time to time. Delay in supply of Trustees' materials will only entitle the Contractor for extension of completion time of work

- (d) Unless stipulated otherwise in the contract, the value of the Trustees' materials issued to the contractor shall be recovered from the contractor's bills and/or any of his other dues, progressively according to the consumption thereof on the work and/or in the manner decided by the Engineer or his representative and at the rate/s stipulated in the contract. These rates shall only be considered by the contractor in the preparation of his tender/offer and these will form the basis of escalation/variation, if in future the contractor is required to procure and provide any such material on the written order of the Engineer consequent on the Trustees' failure to effect timely supply thereof. Recovery from Contractor for Trustees' materials under normal circumstances
- (e) If the Engineer decides that due to the contractor's negligence, any of the Trustees' materials issued to the contractor has been – (i) lost or damaged, (ii) consumed in excess of requirement and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall 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 - Recovery from Contractor for Trustees' materials under other circumstances.
- (1) The issue rate of the materials at the Trustees' Stores and
  - (2) The market price of the material on the date of issue as would be determined by the Engineer.
- 5.9 The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time – (I) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the engineer or his representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and proper re-execution of any work which in respect of material and workmanship is not in accordance with the contract or the instructions of the Engineer. The Contractor shall comply with such order at his own expense and within the time specified in the order. If the contractor fails to comply, the Engineer shall be at liberty to dispose any such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days. Contractor to replace materials/work not acceptable to the Engineer or his Representative
- 5.10 No work shall be covered up and put out of view by the contractor without approval of the Engineer or his Representative and whenever required by him, the contractor shall uncover any part or parts of the work or make openings in or through the same as may be directed by the Engineer or his representative from time to time and shall reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the contractor. Contractor to seek approval of Engineer or his Representative before covering up any portion of work
- The Trustees shall reimburse such cost as determined by the Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.



- 5.11 On a written order of the Engineer or his Representative, the Contractor to suspend work on Order from Engineer or his Representative
- 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 –

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

The Engineer shall settle and determine such extra payment and/or Extension of completion time to be allowed to the contractor, as shall, in the opinion of the Engineer be fair and reasonable, and the same shall be final and binding on the Contractor.

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

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

## 6.0 TERMS OF PAYMENT :

- 6.1 No sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer.
- All interim payments are advances till issue of Certificate in Form G.C.2
- On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advance, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.
- 6.2 All payments shall be made to the Contractor only on the basis of measurements of actual work done, as recorded in the Trustees' measurement books and at accepted tendered or at agreed rates, as the case may be, except as otherwise provided in the contract and when the Engineer decides any other rate for change in the scope of work or omission, if any, on the part of the Contractor.
- Payment on the basis of measurements at agreed rates.
- 6.3 For work of sanctioned tender value more than Rs.50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made at the discretion of the Engineer or his 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.
- Limitation for on account payment
- 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 token of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even after 3 days written notice from the Engineer's Representative, the measurement shall be taken ex-parte by the Engineer's Representative and those shall be accepted by the Contractor.
- Recording of measurements

- 6.5 Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable" sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees' end. The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amounts and recoveries to type out the bill. Contractor to prepare and submit his bills
- 6.6 At the discretion of the Engineer or his Representative and only in respect of accepted offers/where estimated amount put to tender would be Rs.2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor. Provided always that –
- (i) the materials shall, in the opinion of the Engineer or his Representative be of imperishable nature, Advance payment against Non-perishable materials
  - (ii) the value of such materials shall be assessed by the engineer or his Representative at their own discretion,
  - (iii) a formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials,
  - (iv) the materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise,
  - (v) in the event of storage of such materials within the Trustees' protected areas in the Docks, the contractor shall submit an Indemnity Bond in the proforma and manner acceptable to Trustees' whereby the contractor shall indemnify the Trustees against all financial loss/damage, on account of loss/damage to such materials for whatever reasons,

- (vi) in the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the Engineer an irrevocable Bank Guarantee favouring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Calcutta/Haldia Branch of any Nationalised Bank or a Schedule Commercial Bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee.
- (vii) The amount of advance shall be recoverable from the contractor's bills or any other dues, progressively with the consumption of the materials on the basis of quantity consumed. Consequent on full recovery of the advance the Indemnity Bond/Bank Guarantee, vide Sub-clause (v) & (vi) above, shall be returned to the Contractor duly discharged by the Engineer on behalf of the Trustees.
- 6.7 No certificate of the Engineer or his representative shall protect the Contractor against or prevent the Trustees from obtaining repayment from the Contractor, in case the Engineer or his representative should overcertify for payment or the Trustees should over-pay the Contractor on any account. Recovery for wrong and over payment
- 6.8 No claim for interest shall be admissible or payable to the Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Trustees, owing to dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise. Interest not admissible to Contractor
- 7.0 VARIATION AND ITS VALUATION :
- 7.1 The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfilment of his obligation under the contract. Quantities in Bill of Quantities of Tender
- 7.2 The Engineer shall have the power to order the Contractor in writing to make any variation of the quantity, quality or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows : Engineer's power to vary the works

- 7.2 (a) Increase or decrease the quantity of any work included in the contract.
- (b) Omit any work included in the contract.
- (c) Change the Character or quality or kind of any work included in the contract.
- (d) Change the levels, lines, position and dimensions of any part of the work, and
- (e) Execute extra and additional work of any kind necessary for completion of the works
- 7.3 No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly.
- 7.4 Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work upto 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer'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 decide the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.
- Variation by engineer do not vitiate the contract
- Where written order for variation is not needed
- Payment for extra or additional, or omitted work or substituted work, Engineer's powers

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

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

- 8.1 Should the quantum of extra or additional work of any kind or delayed availability of the Trustees' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotion or other special circumstances of any kind beyond the control of the Contractor, cause delay in completing the work, the contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work with or without the imposition of "Liquidated Damage" Clause (No.8.3 hereof) on the Contractor and his decision shall be final and binding on the Contractor. If an extension of completion time is granted by the Engineer without imposition of liquidated damage, from the Clause No.8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communicated by the Engineer, as aforesaid. Extension of completion time
- 8.2 (a) If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½% (half percent) of the total value of work (contract piece) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% of the said value of work. The amount of Liquidated damages shall be determined by the Engineer, which shall be final and binding. 'Liquidated Damage' and other compensation due to Trustees

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

8.3 Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Contractor there from after giving him a minimum 3 days' notice in writing, due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive :

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

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

- 8.3.1 Upon receipt of the letter of termination of work, which may be issued by the Engineer on behalf of the Trustees, the Contractor shall hand over all the Trustees' tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 days of receipt of such letter.
- 8.3.2 In all such cases of Termination of work, the Trustees shall have the power to complete the work through any other agency at the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor, had he duly completed the work of the work in accordance with the contract.
- 8.3.3 Upon termination of contract, the Contractor shall be entitled to receipt payment of only 90% of the value of work actually done or materials actually supplied by him and subject to recoveries as per contract, provided the work done and materials conform to specifications at the time of taking over by the Trustees. The payment for work shall be based on measurements of actual work done and priced at approved contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall I in no case be more than market rates prevailing at the time of taking over by the Trustees. The Engineer's decision in all such case shall be final, binding and conclusive.
- 8.3.4 The Trustees shall have the power to retain all moneys due to the Contractor until the work is completed by other agency and the Contractor's liabilities to the Trustees are known in all respect.

#### 9.0 MAINTENANCE AND REFUND OF SECURITY DEPOSIT

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



- 9.2 The Contractor shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a Final Completion Certificate in Form G.C.2 annexed hereto shall have been signed and issued by the Engineer to the contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working or using thereof by the Trustees shall not relieve the Contractor of his obligations under the contract for full and final completion of the work. Certificate of final completion
- 9.3 On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by submitting to the Engineer (I) The Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his “No further claim” Certificate in Form G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in Form G.C.2 and within two months of the Engineer’s recommendation, the Trustees shall refund the balance due against the Security Deposit to the Contractor, after making deduction therefrom in respect of any sum due to the Trustees from the Contractor. Refund of Security Deposit
- 10.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES AND ARBITRATION
- 10.1 In all disputes, matters, claims, demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications, drawings, designs and instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract the decision of the Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the Contractor. Engineer’s decision
- 10.2 If the Contractor be dissatisfied with any such decision of the Engineer, he shall within 15 days after receiving notice of such decision require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision. Chairman’s award.
- 10.3 If, however, the Contractor be still dissatisfied with the decision of the Chairman, he shall within 15 days after receiving notice of such decision require that within 60 days from his written notice, the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act, 1940 or any statutory modification thereof. Arbitration.
- 10.3.1. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which his predecessor left it.

- 10.3.2 The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.
- 10.3.3 The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties..
- 10.3.4 The venue of the arbitration shall be either Calcutta or Haldia as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference the cost of any incidental to the reference and award respectively shall be in the discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid.
- 10.3.5 The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reason for the award.
- 10.3.6 The Arbitrator shall consider the claims of all the parties to the contract – within only the parameters of scope and conditions of the contract in question.
- 10.3.7 Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made thereunder, for the time being in force, shall apply to the arbitration proceedings under this Clause.
- 10.4 The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decision. The Engineer also shall not withhold any payment, which, according to him, is due or payable to the Contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.
- 10.5 Provided always as follows:
- [a] Nothing of the provisions in paragraphs 10.3 to 10.3.7 hereinabove would apply in the cases of contracts, where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs.40,00,000/-.
  - [b] The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.

- [c] Contractor's dispute if any arising only during the maintenance period, if any, stipulated in the contract, must be submitted to the Engineer, with detailed justification in the context of contract conditions, before the issuance of final completion certificate in Form G.C.-2 *ibid*.  
No dispute or difference on any matters whatsoever, the Contractor can raise pertaining to the Contract after submission of certificate in form G.C.3 by him.
- [d] Contractor's claim / dispute raised beyond the time limits prescribed in sub-clauses 10.5[b] and 10.5 [c] hereinabove, shall not be entertained by the Engineer and / or by any Arbitrator subsequently.
- [e] The Chairman / Trustees shall have the right to alter the panel of Arbitrators, vide Clause 10.3 hereinabove, on their sole discretion, by adding the names of new Arbitrators and / or by deleting the names of existing Arbitrators, without making any reference to the Contractor.

**(TO BE SUBMITTED WITH COVER- I OFFER)**  
**THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA**  
**FORM OF TENDER (UNPRICED)**

To  
The Manager (I&CF),  
Haldia Dock Complex.

I/We \_\_\_\_\_

having examined the site of work, inspected the Drawings and read the specifications, General & Special Conditions of Contract and Conditions of the Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates & prices set out in the annexed Bill of Quantities within \_\_\_\_\_ months / weeks from the date of order to commence the work and in the event of our tender being accepted in full or in part. I / We also undertake to enter into a Contract Agreement in the form hereto annexed with such alterations or additions thereto which may be necessary to give effect to the acceptance of the Tender and incorporating such Specification, Bill of Quantities, Drawing and Special & General Conditions of Contract and I / We hereby agree that until such Contract Agreement is executed the said Specification, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the Contract.

THE TOTAL AMOUNT OF TENDER Rs. **NOT TO BE QUOTED IN COVER I OFFER**

(Repeat in words) **NOT TO BE QUOTED IN COVER I OFFER**

I / We require \_\_\_\_\_ days / months preliminary time to arrange and procure the materials required by the work from the date of acceptance of tender before I We could commence the work.

I / We have deposited with the Trustees' Manager (Finance), HDC, vide Receipt No. \_\_\_\_\_ of \_\_\_\_\_ as Earnest Money.

I / We agree that the period for which the tender shall remain open for acceptance shall not be less than four months.

\_\_\_\_\_  
Dated :

(Signature of Bidder with Seal)

**WITNESS :**

Name of the Bidder :

Signature :

Name : (In  
Block Letters)

Address :

Address :

Occupation  
:

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

**FORM G.C.1**

Contractor \_\_\_\_\_

Address -----

-----

Date of completion :

Dear sir(s),

This is to certify that the following work viz :-

Name of work : .....

.....

.....

Estimate No. E.E.0.....Dt.....

C.E.O.....Dt.....

Work Order No.....

Allocation.....

Contract No. ....

which was carried out by you is in the opinion of the undersigned complete in every respect on the \_\_\_\_\_ day of \_\_\_\_\_ 2000 in accordance with terms of the Contract and you are required to maintain the work as per Clause 62 of the General Conditions of Contract and under provisions of the Contract for a period of \_\_\_\_\_ weeks / months / years

from the \_\_\_\_\_ day of \_\_\_\_\_ 2000 to \_\_\_\_\_ day of \_\_\_\_\_ 2000 .

Yours faithfully,

Signature.....

(ENGINEER/ENGINEER'S REPRESENTATIVE)

Name.....

Designation.....

OFFICE SEAL

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

FORM G.C.2.

Certificate of Final Completion.

The Financial Adviser & Chief Accounts Officer  
The Manager (Finance), Haldia Dock Complex.

This is to certify that the following work viz:-

Name of work : .....

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

Work Order No.....

Contract No. ....

Resolution & 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 obligations under the Contract have been fulfilled by the Contractor.

Signature.....  
(ENGINEER/ENGINEER'S REPRESENTATIVE)  
NAME.....  
DESIGNATION.....  
OFFICE SEAL

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

FORM G.C.3

(‘NO CLAIM ‘ CERTIFICATE FROM CONTRACTOR)

The Manager (I&CF)  
Haldia Dock Complex  
Calcutta Port Trust  
Haldia.

(Atten:.....)

Dear Sir,

I / We do hereby declare that I / we have received full and final payment from the Calcutta Port Trust for the execution of the following work viz:-

Name of work : \_\_\_\_\_

\_\_\_\_\_

Work Order No :- \_\_\_\_\_

Contract No. \_\_\_\_\_

Agreement No.....Dt.....

and I / we have no further claim against the Calcutta Port Trust in respect of the above-mentioned job.

Yours faithfully,

(Signature

of the Contractor)

Dated \_\_\_\_\_

Name of Contractor.....

Address:.....

(OFFICIAL SEAL OF THE CONTRACTOR)

**KOLKATA PORT TRUST**  
**PROFORMA OF FORM OF AGREEMENT**

THIS AGREEMENT made \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between the "Board Of Trustees for the Port Of Calcutta , a statutory body constituted under Major Port Trust Act ,1963 under the rules there under and statutory modification thereto having Registered Office at 15, Strand Road , Calcutta -700001 (hereinafter called "EMPLOYER" which expression unless excluded by or repugnant to the context be deemed to include his successor/s in office) on the one part and \_\_\_\_\_ (hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representative, successor in officer and permitted assigns) of the other part.

WHEREAS The TRUSTEES are desirous that certain works should be executed viz \_\_\_\_\_ and have accepted a Tender/Offer by the contractor for the execution, completion and maintenance of such works .

NOW THIS CONTRACT AGREEMENT WITNESSETH as follows :-

1. In this agreement words 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 :-
  - i.The said Tender/Offer & the acceptance of Tender/ Offer.
  - ii.The Drawings.
  - iii.The General Conditions Of Contract.
  - iv.Special Conditions Of Contract (If any).
  - v.The Conditions Of Tender.
  - vi.The Specifications.
  - vii.The Bill Of Quantities.
  - viii.All correspondences by which the contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned the contractor hereby covenant with the Trustees to execute ,complete and maintain the work in conformity in all respects with the provisions of Contract.
4. The Trustees hereby covenants to pay to the contractor in consideration of such execution ,completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the contractor .



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

have executed these presents on 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 he presence of :

Name :- \_\_\_\_\_

Address :- \_\_\_\_\_

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

Ref. \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

Date \_\_\_\_\_

To

The Board of Trustees for the Port of Kolkata,  
15, Strand Road  
Kolkata – 700 001

Dear Sirs,

In consideration of the Board of Trustees For the Port of Kolkata, - (hereinafter referred to as the “EMPLOYER” which expression shall unless repugnant to the context or meaning thereof include its successors administrators and assigns) having awarded to \_\_\_\_\_, with registered office at \_\_\_\_\_ (hereinafter referred to as the “CONTRACTOR” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a CONTRACT by issue of EMPLOYER’S work order dated \_\_\_\_\_ the same having been unequivocally accepted by the Contractor resulting in a ‘CONTRACT’ bearing Letter Of Award No \_\_\_\_\_ dated \_\_\_\_\_ Valued \_\_\_\_\_ at \_\_\_\_\_ Rs \_\_\_\_\_ for “\_\_\_\_\_” and the contractor having agreed to prove a Contract performance Guarantee for the faithful performance of the entire Contract equivalent to Rs. \_\_\_\_\_ ( rupees only) to the EMPLOYER.

We, the \_\_\_\_\_ Bank, \_\_\_\_\_, Kolkata/ Haldia having its Head Office at \_\_\_\_\_ (hereinafter referred to as the “Bank”, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer on demand any and all monies payable by the Contractor to the extent of Rs. -( \_\_\_\_\_ only) as aforesaid at any time upto \_\_\_\_\_ without any demur, reservation, contest, recourse or protest an/or without any reference to the CONTRACTOR, Any such demand made by Employer on the Bank shall be conclusive and binding notwithstanding any difference between EMPLOYEE and CONTRACTOR or any dispute pending before any Court, tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges his guarantee.

EMPLOYER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the

CONTRACT by CONTRACTOR. Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or any right which they might have against Contractor, and to exercise the same at any time in any manner, and other to enforce or to forebear to enforce any covenants, contained or implied, in the CONTRACT between EMPLOYER and CONTRACTOR or any other course of remedy or security available to EMPLOYER . The Bank shall not be released of its obligations under these presents by any exercise by EMPLOYER of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of employer or any other indulgence shown by EMPLOYER or by any other matter or thing whatsoever which under Law would, but for this provision, have the effect of reliving the bank.

The Bank also agreed that EMPLOYER at its option shall be entitled to enforce this Guarantee against the Bank as principal debtor, in the first instance without proceeding against CONTRACTOR and notwithstanding any security or other guarantee that EMPLOYER may have in relation to the CONTRACTOR'S liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs (rupees only) and it shall remain in force up to and including and shall be extended from time to time for such period , on whose behalf this guarantee has been given.

Dated, this ..... day of .....2010  
..... at .....

#### WITNESSES

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-----	-----
(Signature)	(Signature)

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-----	-----
(Name)	(Name)

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(Official address)	(Designation with Bank Stamp)
	+ Attorney as per power of Attorney No.

Dated  
.....

# Integrity Pact

Between  
**Kolkata Port Trust (KoPT)** hereinafter referred to as “**The Principal/ Employer**”.

And

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

## Preamble

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

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

NOW, THEREFORE,

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

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

## Section 1 – Commitments of the Principal/ Employer.

- (1) The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles:
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
- (2). If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption (PC) Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s) /Contractor(s) will not directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principles, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annex-A.
  - e. The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2). The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

## **Section 4-Compensation for damages**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

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

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years from the date of signing the Integrity pact with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Undertaking / Enterprise in India, Major Ports/ Govt. Departments of India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as considered appropriate.

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

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

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

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

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

- (a) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- (b) The Monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Kolkata Prot Trust.
- (e) The BIDDER/ CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER/ CONTRACTOR. The BIDDER/ CONTRACTOR will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation, if any. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/ Sub-contractor(s) with confidentiality.
- (f) The Principal/ Employer will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.

(g) The Monitor will submit a written report to the designated Authority of Principal/ Employer/ Chief Vigilance Officer of Kolkata Port Trust within 8 to 10 weeks from the date of reference or intimation to him by the Principal/ Employer/ Bidder/ Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER/ CONTRACTOR can approach the Independent External Monitor (s) appointed for the purposes of this Pact.

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

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

(j) The word 'Monitor' would include both singular and plural.

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

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

#### **Section 10 – Pact Duration:**

The pact beings with when both parties have legally signed it and will extend upto 2 years or the complete execution of the contract including warranty period whichever is later. In case bidder/contractor is unsuccessful this Integrity Pact shall expire after 6 months from the date of signing of the contract.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman, KoPT.

#### **Section 11 – Other Provisions:**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.
- (2) Changes and supplements as well as termination notices need to be made in writing in English.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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(For & on behalf of the Principal)

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(For & on behalf of Bidder/Contractor).

(Office Seal)

(Office Seal)

Place :

Date :

Witness 1:

(Name & Address) .....

.....

.....

Witness 2:

(Name & Address) .....

.....

.....



**GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

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

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

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

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

- 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents /representatives.
- 2.2.2 The amount of commission/remuneration included in the price(s) quoted by the Tenderer for himself.
- 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remunerations, if any, reserved for the Tenderer in the quoted price(s), is to be paid by KoPT in India in equivalent Indian Rupees.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable for rejection or in the event of a contract materializing, the same liable to termination by KoPT. Besides this there would be a penalty of banning business dealings with KoPT or damage or payment of a named sum.

