

**कलकत्ता पत्तन न्यास**  
**KOLKATA PORT TRUST**

**हल्दिया गोदी परिसर**  
**HALDIA DOCK COMPLEX**  
**I&CF DIVISION**

***BIDDING DOCUMENTS***  
**(e-Tender)**

[Tender No.: I&CF/IZ&R/T/305]

**FOR**

**ENGAGEMENT OF AGENCY / INSTITUTE FOR PROVIDING**  
**CONSULTANCY & PMC SERVICES FOR IMPLEMENTATION OF**  
**GREEN PORT INITIATIVES AT HALDIA DOCK COMPLEX,**  
**KOLKATA PORT TRUST**



**OCTOBER, 2019**



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## **1. SCHEDULE OF TENDER (SOT)**

E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide and experienced Agency / Institute with required experience as per Pre-qualification Criteria stipulated in Tender Document for **“ENGAGEMENT OF AGENCY / INSTITUTE FOR PROVIDING CONSULTANCY & PMC SERVICES FOR IMPLEMENTATION OF GREEN PORT INITIATIVES AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST”** as per Bill Of Quantities to Haldia Dock Complex.

Bid Document may be seen from KoPT website ([www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)). Corrigenda or clarifications, if any, shall be hosted on the above mentioned website only. Bidders will have to participate in bidding process through website <https://eprocure.gov.in/eprocure/app> only.

a	Tender No.	I&CF/IZ&R/T/305
b	Mode of Tender	e-Procurement System
c	E-Tender No.	2019_KoPT_499612
d	Date of NIT available to parties to download	<b>15.10.2019 to 19.11.2019</b>
e	Date and Time for pre-bid meeting and site visit	Pre-bid Meeting on <b>30.10.2019</b> at <b>11.00 am</b> at the office of Sr. Dy. Manager (I & CF) at Chiranjibpur Operational Building, 2 <sup>nd</sup> Floor, Chiranjibpur, HDC, followed by site visit.
f	i. Estimated Cost of Work	<b>Rs. 4,08,16,000.00 (Rupees Four Crore Eight Lakh Sixteen Thousand and Paise Zero only).</b>
	ii. Earnest Money Deposit	The intending bidders should submit Earnest Money of <b>Rs. 8,16,320.00 (Rupees Eight Lakh Sixteen Thousand Three Hundred and Twenty only).</b>
	iii. Bid Document Fee	The intending bidders should submit Bid Document Fee of <b>Rs. 2,950.00 (Rupees Two Thousand Nine Hundred Fifty only) including 18% GST.</b>
g	Last date of submission of EMD and Bid Document fee	<b>19.11.2019</b> upto 3.00 pm
h	Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and Price Bid	<b>05.11.2019</b>
i	Date of closing of online e-tender for submission of Techno-Commercial Bid and Price Bid	<b>19.11.2019</b> upto 3.00 pm
j	Part I – Techno-Commercial Bid: Date and time of opening	<b>20.11.2019</b> after 3.30 pm
	Part II – Price Bid: Date and time of opening	Will be informed separately.



## **2. SHORT TENDER NOTICE**

E-Tender under single stage two part system (Techno-Commercial Bid and Price Bid) are invited as per Prequalification criteria stipulated in Tender Document for the following work at Haldia Dock Complex.

➤ Name of work	:	ENGAGEMENT OF AGENCY / INSTITUTE FOR PROVIDING CONSULTANCY & PMC SERVICES FOR IMPLEMENTATION OF GREEN PORT INITIATIVES AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST
➤ E-Tender No	:	2019_KoPT_499612
➤ Estimated Cost	:	Rs. 4,08,16,000.00 (Rupees Four Crore Eight Lakh Sixteen Thousand and Paise Zero only).
➤ Date and Time for Pre-Bid Meeting and Site Visit	:	Pre-bid Meeting on 30.10.2019 at 11:00 am at the office of Sr. Dy. Manager (I & CF) at Chiranjibpur Operational Building, 2 <sup>nd</sup> Floor, Chiranjibpur, HDC, followed by site visit
➤ Last date of submission of e-tender	:	19.11.2019 Submission upto 3.00 pm

Details of the Tender & Tender Documents are available in KoPT website ([www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)) and have to participate in bidding process through their website <https://eprocure.gov.in/eprocure/app> only. Interested bidders may contact at [pdasgupta.hdc@nic.in](mailto:pdasgupta.hdc@nic.in) or [prosenjitcf@gmail.com](mailto:prosenjitcf@gmail.com).



### **3. NOTICE INVITING TENDER**

**WORK TITLE: ENGAGEMENT OF AGENCY / INSTITUTE FOR PROVIDING CONSULTANCY & PMC SERVICES FOR IMPLEMENTATION OF GREEN PORT INITIATIVES AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST**

#### **3.1 E -TENDER NO: 2019\_KoPT\_499612**

E-Tender under single stage two part system (Techno-Commercial Bid and Price Bid) are invited from resourceful, experienced and bonafide agencies with sound technical and financial capabilities on fulfilling the following Pre-qualification Criteria.

#### **3.2 PRE-QUALIFICATION CRITERIA FOR BIDDERS**

1. The **Average Annual Financial Turnover** of the bidding firm during the last three years, ending on **31-03-2018**, should be **at least 30%** of the estimated amount put to tender.
2. Experience of having successfully completed **Consultancy and Project Management Consultancy (PMC) Services of similar works** during last 7 (Seven) years ending last day of month previous to one in which applications are invited and should be either of the following:
  - i. **Three completed works each costing not less than 40% of the estimated amount put to tender.**  
*[considering either three works from Cl. 3(a) or three works from Cl. 3(b) or three works from Cl. 3(c) or combination of 3(a), 3(b), 3(c)]*  
or
  - ii. **Two completed works each costing not less than 50% of the estimated amount put to tender.**  
*[considering either two works from Cl. 3(a) or two works from Cl. 3(b) or two works from Cl. 3(c) or combination of 3(a), 3(b), 3(c)]*  
or
  - iii. **One completed work costing not less than 80% of the estimated amount put to tender.**  
*[considering one work from Cl. 3(a) or one work from Cl. 3(b) or one work from Cl. 3(c)]*
3. **Definition of Similar Work:** The intending bidder should have experiences of successfully completed Consultancy and PMC Services of the following works in the manner indicated under 2(i), 2 (ii) and 2 (iii) during last 7 (Seven) years ending last day of month previous to one in which applications are invited:
  - a. **Design and installation of dust suppression systems in Port / Other Large Industries**
  - b. **Design and installation of sewerage treatment system / storm water management system including disposal**
  - c. **Both (a) and (b) above together**



[Note: Completed Consultancy Services means projects where the final DPR / FR has been submitted to the Project Authority and Completed PMC Services means projects which have been successfully commissioned.

The intending bidder should submit work orders and work completion certificates as proof.]

4. The Bidder should have accreditation from **Quality Council of India (QCI) / National Accreditation Board for Education and Training (NABET)** for undertaking Environmental Impact Assessment and Environmental Management Plan Consultant for **Category 'A' Projects**.
5. Work experience, as a **sub-contractor or supply contractor** shall not be considered as the requisite qualification.

### 3.3 TENDER AUTHORITY

Sr. Dy. Manager I (I&CF Division), Haldia Dock Complex, Chiranjibpur Operational Building [2<sup>nd</sup> Floor], P.O. Haldia, Dist. Purba Medinipur – 721 604, Phone: 94340 62304.

Due Date	<b>19.11.2019</b>	Time	<b>Upto 3.00 pm</b>	Date of Opening of Part I of the Tender	<b>20.11.2019</b>	Time	<b>3.30 pm onwards</b>
Bid document will be available on KoPT website ( <a href="http://www.kolkataporttrust.gov.in">www.kolkataporttrust.gov.in</a> ) Bidders will have to participate in bidding process through website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> only.							
Date and Time for Pre-Bid Meeting and Site Visit	<b>Pre-bid Meeting on 30.10.2019 at 11.00 am at the office of Sr. Dy. Manager I (I &amp; CF) at Chiranjibpur Operational Building, 2<sup>nd</sup> Floor, Chiranjibpur, HDC, followed by site visit.</b>						
Cost of Tender document (Non-refundable)	<b>Rs. 2,950.00 (Rupees Two Thousand Nine Hundred Fifty only) including GST @18%</b>						
Earnest Money Deposit	<b>Rs. 8,16,320.00 (Rupees Eight Lakh Sixteen Thousand Three Hundred Twenty and Paise Zero only).</b>						
Time of Completion	<b>1. 1<sup>st</sup> FR / DPR: Within 2 (two) months from issuance of Work Order.</b> <b>2. Final FR / DPR report: Within 1 (one) month of receiving comments of HDC.</b> <b>3. Final technical specification &amp; BOQ: 2 (two) months after acceptance final FR / DPR by HDC.</b> <b>4. PMC Services with actual project work: 25 (twenty five) months after acceptance of PMC offers by HDC, KoPT.</b>						
Estimated Cost Of Work	<b>Rs. 4,08,16,000.00 (Rupees Four Crore Eight Lakh Sixteen Thousand and Paise Zero only).</b>						

### 3.4 OTHER INSTRUCTIONS

- 3.4.1 E-Tenderers are invited on two Cover basis (Techno Commercial Part and Price Part) from resourceful, experienced and bonafide bidders with sound technical and financial capabilities for the above mentioned work at Haldia Dock Complex.



- 3.4.2 Details of the Tender Documents and Notification of any Addendum / Corrigendum to the tender documents are available in web site from KoPT website ([www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)) and have to participate in bidding process through their website <https://eprocure.gov.in/eprocure/app> only.
- 3.4.3 E-Tender Document shall neither be issued by post nor sold.
- 3.4.4 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.
- 3.4.5 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.
- 3.4.6 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.
- 3.4.7 E-Tenderers will be received through <https://eprocure.gov.in/eprocure/app> upto 3.00 pm on the last date of submission and opening of tender specified above.
- 3.4.8 Techno Commercial Part of the e-Tender will be opened shortly after 3.30 pm on the stipulated date.
- 3.4.9 Price Part of only technically and commercially qualified bidders will be opened at a later date under due intimation to all concerned.
- 3.4.10 In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day.
- 3.4.11 It is stated here that the subject tender may not be extended further.
- 3.4.12 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 (ENGG.)**  
**Haldia Dock Complex**



## 4. IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT

**WORK TITLE: ENGAGEMENT OF AGENCY/INSTITUTE FOR PROVIDING CONSULTANCY & PMC SERVICES FOR IMPLEMENTATION OF GREEN PORT INITIATIVES AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST**

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

Further, bidders are requested to go through the following information and instructions available on the CPP Portal <https://eprocure.gov.in/eprocure/app> before responding to this e-tender:

- Bidders Manual Kit
- Help for Contractors
- FAQ

Contact Persons (Kolkata Port Trust, Haldia Dock Complex):

Prosenjit Dasgupta, Sr. Dy. Manager I (I&CF)

Mob: 94340 62304, email: [pdasgupta.hdc@nic.in](mailto:pdasgupta.hdc@nic.in), [prosenjitcf@gmail.com](mailto:prosenjitcf@gmail.com)

1	<p>Process of E-tender:</p> <p>THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <a href="https://eprocure.gov.in/eprocure/app/eprochome/.....">https://eprocure.gov.in/eprocure/app/eprochome/.....</a></p> <p>1).Vendors are required to register themselves online with <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></p> <p><b>Contact person (Haldia Dock Complex):</b></p> <p><b>1. Shri Prosenjit Dasgupta</b> <b>Sr. Dy. Manager I (I&amp;CF Division)</b> <b>Haldia Dock Complex</b> <b>Mob: 94340 62304</b> <b>e-mail: <a href="mailto:pdasgupta.hdc@nic.in">pdasgupta.hdc@nic.in</a>, <a href="mailto:prosenjitcf@gmail.com">prosenjitcf@gmail.com</a></b></p> <p><b>Contact person (CPP Portal):</b></p> <p><b>1. Shri Nazmush</b> <b>Mob: 95632 51950</b> <b>e-mail: <a href="mailto:webhelpdesk@gmail.com">webhelpdesk@gmail.com</a> (see CPP Portal for Contact details).</b></p>
2	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</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>Information about tenders / corrigendum uploaded shall be uploaded in KoPT's website. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
5	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
6	<p>Bidding in e-tender :</p> <p>a) Bidder(s) need to submit necessary EMD and Tender fee to be eligible to bid online in the e-tender. Tender fees and Transaction fees are nonrefundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by the tender inviting authority.</p>



	<p>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>c) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>d) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>e) The e-tender floor shall remain open from the pre-announced date and time and for as much duration as mentioned above.</p> <p>f) 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 Contractor / Successful Bidder for execution of supply.</p> <p>g) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>h) 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.</p> <p>i) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms &amp; conditions for the tender.</p>
7	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
8	No deviation to the technical and commercial terms & conditions are allowed.
9	The tender inviting authority has the right to cancel or reject or accept or withdraw this e-tender in full or part without assigning any reason thereof.
10	Bidders are requested to read the vendor guide and see the video in the page <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> to familiarize them with the system before bidding.
11	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
12	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.
13	The bid will be evaluated based on the filled-in technical and commercial formats.
14	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.
15	Necessary addendum/ corrigendum (if any) of tender would only be hosted in the e-tendering portal of CPP.
16	Due date of submission of tender will not be extended under any situation.



## **5. INSTRUCTIONS TO BIDDER**

### **E-TENDER FOR ENGAGEMENT OF AGENCY / INSTITUTE FOR PROVIDING CONSULTANCY & PMC SERVICES FOR IMPLEMENTATION OF GREEN PORT INITIATIVES AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST**

#### **5.1 PREFACE**

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, Technical Specifications and detailed Bill of Quantities. Location Plan of the place of work might be inspected at the office of the Sr. Dy. Manager I (I&CF Division) on any working day before quoting for the tender.

#### **5.2 EARNEST MONEY AND BID DOCUMENT FEE**

Earnest money and cost of tender document are to be physically deposited at the office of Tendering Authority Sr. Dy. Manager I, I&CF Division, 2<sup>nd</sup> floor Operational Building, Chiranjibpur, Haldia Dock Complex, Haldia, Pin 721604, separately in a single sealed envelope, mentioning Tender no. with proper marking.

Demand Draft / Banker's Cheque against Earnest money and cost of tender document, should be submitted / deposited on any scheduled / nationalized Bank, by the bidder in favour of **Kolkata Port Trust**, payable at **Haldia** before opening of the tender, as specified in the Tender Document.

5.2.1 Details of cost of e-tender paper remitted should be entered by the participating bidder in the space provided in the e-tender as indicated hereunder:

- |    |                          |   |
|----|--------------------------|---|
| a) | Name of remitting bidder | : |
| b) | Tender No.               | : |
| c) | Amount remitted          | : |
| d) | Date of remittance       | : |
| e) | DD/BC No.                | : |

5.2.2 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 bidder | : |
| b) | Tender No.               | : |
| c) | Amount remitted          | : |
| d) | Date of remittance       | : |
| e) | DD/BC No.                | : |

Tender submitted without requisite Earnest Money and tender paper will be liable for rejection.

#### **5.3 MODE OF SUBMISSION OF BID**

5.3.1 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.

5.3.2 Techno commercial part shall contain the following which are to be uploaded:

I. Essential Document:



- a) 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.
- b) Certified copies of audited balance sheet and Profit and Loss account / Trading account for the last 3 (three) financial years **(i.e. 2016-2017, 2017-2018, 2018-2019)**.
- c) Accreditation certificate(s) from Quality Council of India (QCI) and / or National Accreditation Board for Education and Training (NABET) for undertaking Environmental Impact Assessment and Environmental Management Plan Consultant for Category 'A' Projects.

II. Non-Essential Document:

- i. A Declaration of Tenderer that that no conditions / deviations have been added in the techno-commercial part of the Bid as per **Appendix – I**.
- ii. Declaration of Tenderer that the Bidding Firm has Not been debarred / de-listed by any Govt. / Quasi Govt. / Public Sector undertaking in India as per **Appendix – II**.
- iii. Declaration of Tenderer that 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 as per **Appendix – II**.
- iv. Statement of Authorization as per the format enclosed at **Appendix – III**.
- v. Details of firm / Bidder's profile as per **Appendix – IV**.
- vi. A list of works which are in hand (concurrent commitments) at the time of submitting the offer as per **Appendix – V**.
- vii. A list of eligible assignments completed by the bidder over the past 7 years ending last day of month previous to one in which applications are invited vis-à-vis respective order values and type of work as per **Appendix – VI**. In addition, completion certificate from Beneficiary / Client for executed works of the eligible assignments will also be submitted.
- viii. Particulars of Key Personnel as per **Appendix – VII**.
- ix. A statement as per **Appendix – VIII** of respective eligible assignments completed in tabular form for each key personnel will also have to be provided.
- x. Declaration from the each Key personnel concern mentioned at Appendix – VII as per the format **Appendix – IX**.
- xi. CVs as per **Appendix – X** of each and all key personnel proposed have been included.

Note 1:

Different key personnel are provided for different positions, i.e. to say that a particular key personnel proposed for a particular position is not proposed for another position.

No alternative proposal for any key personnel is being made and only one recently signed CV



for each position has been furnished.

The CVs shall contain an undertaking from the respective key personnel about his / her availability for the duration of the work as specified in this tender document.

- xii. Proposed methodology and work plan in details as per **Appendix – XI**.
- xiii. Abstract form of tender (unpriced) as per **Appendix – XII**.
- xiv. Form of Tender (unpriced) as per **Appendix – XIII**.
- xv. Filled up check list as per **Appendix – XIV**.
- xvi. Scan copy of the following documents to be uploaded:
  - a. GSTIN / Provisional GST registration certificate.
  - b. Valid trade license.
  - c. Valid Professional Tax Clearance Certificate / Up to date tax payment.
  - d. Proof of possessing valid Employees' Provident Fund (EPF) Account and latest payment challan submitted to EPF Office.
  - e. Proof of being registered with Employees' State Insurance Corporation (ESIC) and latest payment challan submitted to ESI.
  - f. PAN.
- xvii. Certificate of Incorporation, Memorandum and Article of Association of the tenderer whichever applicable.
- xviii. 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.

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

Note 2:

All the signatures should be done in blue ink only.

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

Note 3:

**Eligible Assignment** means Consultancy and PMC Services of the following works during last seven years ending last day of month previous to one in which applications are invited:

- a. Design and Installation of dust suppression systems in Port / Steel Plants / Power Plants / Other Large Industries.



- b. Green Belt Development.
- c. Installation of Continuous Ambient Air Quality Monitoring (CAAQM) stations and Environment Statistics Display boards.
- d. Design and Installation of sewerage treatment system / storm water management system.
- e. Noise Level Measurement, Survey and Control.

5.3.4 Price Part portion as per BOQ and Form of e-Tender to be uploaded duly signed, sealed and filled up by the bidder.

## **5.4 OPENING OF BIDS**

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 online.

Only those bidders who have deposited requisite Earnest Money and tender paper cost and also qualify pre-qualification criteria and techno-commercial stipulation of the e-tender shall be considered as techno-commercially qualified bidder and price part portion of their bids only shall be opened. The Date and time of opening price bid will be informed separately.

## **5.5 SECURITY DEPOSIT**

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.

Refund of S.D. and forfeiture S.D. shall be guided by Clause 3.5 (i) and (ii) of the General Conditions of Contract.

## **5.6 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 of the e-Tender document.

## **5.7 VALIDITY OF OFFER**

The e-tender shall remain valid for a period of 120 days from the date of opening the same. 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.

## **5.8 DETAILED SCRUTINY OF E-TENDERS**

5.8.1 During the course of examination of Techno Commercial Part 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 of those bidders who meet the qualifying criteria of NIT shall be opened.

5.8.2 During techno-Commercial Evaluation of tender, an offer shall be considered non-responsive in case:

- (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.

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.

## **5.9 FOR MICRO & SMALL ENTERPRISES (MSEs)**

5.9.1 Micro & Small Enterprises (MSEs) shall submit the following documents for availing themselves waiver of EMD and cost of tender documents :-

5.9.2 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.

## **5.10 EVALUATION CRITERIA**

During evaluation of Techno-Commercial and Price Part, provided that the bidder submits his offer following e-tender stipulations and specifications, the evaluation will be made as per Evaluation Methodology (Clause 6.10 of Special Conditions of Contract).

## **5.11 ACCEPTANCE OF TENDER**

5.11.1 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.

5.11.2 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.

5.11.3 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.



5.11.4 Work experience, as a sub-contractor or supply contractor shall not be considered as the requisite qualification

## **5.12 GOOD CONDUCT**

If a bidder has had previous history of "defined misconduct" (such as banning from by any government sector, premature termination of a contract solely on bidder's fault, criminal case pending against the company or its owner / current director filed by a government entity etc.) his offer is liable to be ignored.

## **5.13 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 supply of all labour, tools and plants as stipulated in the Special Conditions of Contract, required for efficient execution of the work.
- (iv) 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.
- (v) 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.
- (vi) 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 KoPT, but such a declaration is necessary in the interest of Trustees against any possible lapses.



## **6. SPECIAL CONDITIONS OF CONTRACT**

### **E-TENDER FOR “ENGAGEMENT OF AGENCY / INSTITUTE FOR PROVIDING CONSULTANCY & PMC SERVICES FOR IMPLEMENTATION OF GREEN PORT INITIATIVES AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST”.**

#### **6.1 PREFACE**

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, 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.

#### **6.2 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
- Special Conditions of Contract
- Technical Specifications of work
- 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 I (I&CF Division), HDC, thereon shall be final and binding upon all parties.

#### **6.3 SCOPE OF WORK**

The scope of work of the consultant will be broadly comprised of providing consultancy service with detail feasibility study and project management consultancy services for execution of the following projects under Green Port Initiatives of HDC, KoPT:

- i. Installation of dust suppression systems / air pollution control systems;

Examining Techno Economic feasibility of implementing different dust suppression / air pollution system suitable for HDC considering the site condition and operational methodology, including the following:

- a. Construction of Dust barrier at the bulk cargo stacking and handling areas.
- b. Development of fixed sprinkler post along road side and in stockyard.
- c. Provision of dust suppression system including high pressure water spray at wagon tippler and material transfer stations of mechanized handling system.



**Note:** The consultant may also suggest any other dust suppression / air pollution system if the same is considered to be cost effective and suitable for HDC.

- ii. Green Belt Development in and around entire Haldia port area (including HDC Township).
- iii. Installation of Continuous Ambient Air Quality Monitoring (CAAQM) stations and Environment Statistics Display boards at different locations.
- iv. Design of sewerage treatment system / storm water management system including disposal within Haldia Dock Area.
- v. Noise Level Measurement, Survey and Control.

#### 6.4 LOCATION

The work shall have to be executed at the entire area of Haldia Dock Complex, Haldia.

#### 6.5 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.

#### 6.6 PROFESSIONAL EXPERIENCE AND EDUCATIONAL QUALIFICATION OF KEY PERSONNEL

All the key resource persons must be associated with the tenderer as an employee.

Categories and Key Personnel	Educational Qualification	Professional Experience	Experience
Team Leader	Post - Graduate in Civil / Mechanical / Electrical Engineering	15 years	Should have worked in Environmental Impact Assessment, Mitigation, Consultancy for implementation of Green Initiatives preferably in the Port / Other Large Industries
Engineer – Civil	Graduate in Civil Engineering	7 years	
Engineer – Mechanical / Electrical	Graduate in Mechanical / Electrical Engineering	7 years	
Environmental Specialist	Master Degree in Environmental Science or Doctorate in Ecology / Environment or Engineering in Environment.	7 years	

#### 6.7 PRE-BID MEETING

- a. A pre-bid meeting will be held at the office of Sr. Dy. Manager I (I&CF Division) at Chiranjibpur Operational Building, Haldia on 30.10.2019 at 11.00 am. Attending the Pre-Bid Meeting is not mandatory.
- b. Tenderers requiring any clarification with regard to interpretation or of ambiguities as to the meanings, conditions or instructions contained in the tender document or requiring any details may send their queries / requisitions to Sr. Dy. Manager I (I&CF Division) in writing or may send through e-mail to [pdasgupta.hdc@nic.in](mailto:pdasgupta.hdc@nic.in) or [prosenjitcf@gmail.com](mailto:prosenjitcf@gmail.com), before the



concerned date of pre-bid meeting as mentioned in the Schedule of Tender (SOT) given in this tender document. HDC, KoPT shall discuss all the queries in the pre-bid meeting.

- c. Clarification regarding technicality of downloading and submission of Bid for e-tendering, queries to be sent to e-mail.
- d. HDC, KoPT reserves the right not to respond to any queries or provide any clarifications, in its sole discretion or elsewhere in this tender document shall be construed as obliging HDC, KoPT to respond to any query or provide any clarification.
- e. Tenderers are encouraged to submit their tenders after visiting the issuing office.

## **6.8 INSPECTION OF SITE**

The Bidder shall inspect the site of work and thoroughly familiarize himself with the nature of work, site conditions and access to the site and location on or before pre-bid meeting. He should contact the Sr. Dy. Manager I (I&CF Division), Haldia Dock Complex at his office at Chiranjibpur, 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.

An inspection of the site will be arranged at 30.10.2019, if required, before the Pre-Bid Meeting. Interested tenderers may participate in the site inspection, if they so desire.

## **6.9 SITE CONDITIONS AND METHOD OF WORK**

The work shall have to be executed at entire area of Haldia Dock Complex, Haldia.

The sequence of work shall have to be programmed by the successful Bidder without hampering the existing operational activities in the surrounding areas. The working hours may have to be adjusted as the situation demands. No claim for idle labour on this account shall be entertained.

Proper care should be taken to provide adequate protection to the existing structures, cables (high voltage, telephone, computer etc.), underground pipes and ducts, water lines and all such installations against any damage at the Contractor's risk and expense. Any damage caused to the existing structures / facilities or defect arising during construction shall have to be rectified forthwith as directed to the satisfaction of the Engineer, without charging extra.

The working hours may have to be adjusted as the situation demands but no claim for idle labour on this account shall be entertained. The work may be carried out in Sunday(s) or Holiday(s) or beyond Normal working hour(s), if the situation so demands without any extra cost.

Further, if so required by the Engineer in the interests of Normal working of the Port, it is found necessary to shift / suspend some activity for some duration, this shall be done in compliance with the instructions of the Engineer and as per relevant clause of the G.C.C.



## 6.10 EVALUATION METHODOLOGY

- a. A committee of HDC, KoPT will evaluate offers and assign scores on the basis of techno-commercial and financial criteria as per tender stipulations.
- b. Selection of the successful tenderer for this assignment will be based on a technical and financial evaluation, with a weightage of **70:30**.
- c. In the first stage, the Techno-Commercial Bid will be evaluated as per process detailed under '**Scoring of Techno-Commercial Bid**'.
- d. The valid techno-commercial offers would be ranked on percentile basis with the offer securing highest technical marks taken as 100. For example, if the highest technical mark obtained is 90, marks awarded would be 100. Hence a proposal securing 75 marks would be getting  $(100 \times 75 / 90 =) 83.33$  points. This would be called **Final Technical Score ( $T^F$ )**.
- e. Financial Bids of the techno-commercially qualified tenderer(s), having no deviations from the stipulated terms & conditions, would only be opened.
- f. The financial bids would also be ranked on percentile basis with the lowest bidder securing 100 points. For example, if the lowest bid is 60 units, points awarded would be 100. If the second lowest bid is for 80 units, points awarded would be  $100 \times 60 / 80 = 75$ . This would be called **Final Financial Score ( $F^F$ )**.
- g. Proposals will finally be ranked according to their combined technical and financial scores as follows:

$$\text{Final Combined Score } (C^F) = (T^F \times 0.7) + (F^F \times 0.3)$$

- h. The successful bidder would normally be the one having the highest combined score ( $C^F$ ) subject to administrative approval and acceptance of all tender stipulations by the successful bidder.

### SCORING OF TECHNO-COMMERCIAL BID

- a. **Distribution of points in Techno-Commercial Bid (Total points 100) would be as follows**

**Segment 1: Relevant Experience of tenderer (Total points 70)**

**Segment 2: Approach & Methodology presented by the tenderer (Total points 10)**

**Segment 3: Expertise of key personnel (Total points 20)**

- b. **Only those documents submitted as per provisions given in the tender document would be eligible to be awarded with points.**

**Segment 1: Relevant Experience of tenderer: (Total points 70)**

- i. **Number of eligible assignments completed by the bidder during last 7 (seven) years**



**ending last day of month previous to one in which applications are invited: (Total points 20)**

This aspect would be ranked on percentile basis with the proposal indicating highest number of eligible assignments (each project value of not less than Rs. 1.65 crore), getting full points, i.e. 20. For example, if the highest eligible assignments for scoring purposes is 8, points awarded would be 20. Another proposal, indicating say, 7 net eligible assignments would be getting  $20 \times 7/8 = 17.5$  points.

**ii. Value of each eligible assignments completed by the bidder during last 7 (seven) years ending last day of month previous to one in which applications are invited: (Total points 20)**

In respect of the eligible assignments indicated under Segment 1(i), the following points would be awarded:

a	Each study costing above Rs. 5.00 crore	1.00 point
b	Each study costing above Rs. 3.00 crore to Rs. 5.00 crore	0.80 point
c	Each Study costing above Rs. 1.65 crore to Rs. 3.00 crore	0.50 point

The total scores as stated above, of all eligible assignments would be added for each bidder and thereafter on percentile basis the proposal with the highest score would be awarded full points, i.e. 20. For example, if the highest score is say 7, points awarded would be 20. Another proposal, securing a combined score of say 5 would be getting  $20 \times 5/7 = 14.29$  points.

**iii. Total value of all eligible assignments completed by the bidder during last 7 (seven) years ending last day of month previous to one in which applications are invited: (Total points 20)**

In respect of the eligible assignments indicated under Segment 1(i), the following points would be awarded:

a	Total value above Rs. 100.00 crore	20 points
b	Total value above Rs. 75.00 crore to Rs. 100.00 crore	16 points
c	Total value above Rs. 50.00 crore to Rs. 75.00 crore	12 points
d	Total value above Rs. 25.00 crore to Rs. 50.00 crore	08 points
e	Total value above Rs. 3.25 crore to Rs. 25.00 crore	04 points

**iv. Years of operation of the organization / establishment since established (Total points 10)**

In respect of this aspect, the following points would be awarded:

a	More than 15 years	10 points
b	Between 12 years to 15 years	08 points



c	Between 10 years to 12 years	06 points
d	Between 8 years to 10 years	04 points
e	Between 5 years to 8 years	02 points

The base date for calculation of a year be considered ending last day of month previous to one in which applications are invited.

## **Segment 2: Approach and Methodology (Total points 10)**

Points would be allotted as average of aggregate points awarded by individual members of the Committee indicated at Clause 6.7 (a) under Evaluation Methodology, evaluating the bid as per subjective individual assessment.

a	Understanding of Particular Specifications	03 points
b	Methodology and Work Plan	07 points

## **Segment 3: Area of expertise of key personnel (Total points 20)**

- a. The respective total / maximum marks of evaluation in respect of each of the key personnel will be calculated as provided below considering the completed eligible assignments of each project value not less than Rs. 1.65 crore.
- b. The respective total / maximum marks of evaluation in respect of each of the key personnel is provided below:

a	Team Leader	08 points
b	Engineer – Civil	04 points
c	Engineer – Mechanical/Electrical	04 points
d	Environmental Specialist	04 points

- c. The methodology of scoring in respect of each of the key personnel is provided below:

### **i. Number of eligible assignments completed by the key personnel concerned: [Total points = 60% of total points for the key personnel concerned as indicated at Segment 3 (a) above]**

The system given below would be followed for each of the key personnel concerned as at Segment 3 (a) above.

In this respect, for each eligible assignment specified for each key personnel concerned, one point will be awarded. The highest score of each key person of same category / discipline amongst all intending bidders getting full points and score of the key person of same category / discipline of other bidders will be calculated on percentile basis. The total score of a bidder would be computed by addition of the scores obtained by all four key personnel of each intending bidder.

### **ii. Years of experience of the key personnel for Consultancy in EIA, EMP, Implementation of Green Initiatives preferably in Port / Other Large Industries: [Total points = 40% of total**



**points for the key personnel concerned as indicated at Segment 3 (a) above]**

In this respect, the following the points would be awarded for each key personnel:

**For Team leader**

a	More than 20 years	Full points
b	Between 15 years to 20 years	90% of Full points

**For each of the other key personnel apart from the Team leader**

a	More than 10 years	Full points
b	Between 7 years to 10 years	90% of Full points

The base date for calculation be considered ending last day of month previous to one in which applications are invited.

## 6.8 TIME OF COMPLETION

SI No	Projects	Time of Completion
1	Submission of final FR/DPR report	1 <sup>st</sup> Draft FR/DPR – within 02 (two) months from the date of issuance of Work Order by HDC, KoPT  Final FR/DPR – within 01 (one) month of receiving comments of HDC, KoPT
2	Submission of final technical specification and Bill of Quantities	Within 02 (two) months after acceptance of the final FR/DPR by HDC, KoPT
3	Completion of PMC Services along with the actual project work	Commissioning of the Projects – 25 (twenty five) months after acceptance of PMC offers by HDC, KoPT
4	However, in case any extension of completion period is granted to the said Contractor for completion of the project, the Contractor shall have to render their service for the extended period, without any additional cost to HDC for such extension of time of completion.	

## 6.11 TERMS OF PAYMENT

On account payment to the Contractor shall be arranged as and when required at the discretion of the Sr. Dy. Manager I (I&CF Division) on the basis of measurements of completed works at the quoted rates in the Bill of Quantities. The terms of payment shall be in accordance with Clause 6 of the General Conditions of Contract. The Bills should be submitted by the contractor in quadruplicate to the Sr. Dy. Manager I (I&CF Division)'s Office with necessary documents in original.

Subject to the availability and feasibility of system, HDC may make payment directly to the contractor's designated bank account. For this purpose, the contractor will have to indicate (i) name of bank (ii) branch name (iii) branch code, (iv) designated account number and (v) IFS Code in the "Abstract Form Of Tender". In case payment is made directly through bank, the contractor may be required to submit a pre-receipt as per instruction of HDC.



- a) The breakup of payment for providing Consultancy services as per Bill of Quantities of tender document is listed below:
  - i) 20% of fees on submission of draft FR / DPR.
  - ii) 30% of fees on submission of final FR / DPR.
  - iii) 20% of fees on submission of final technical specification and Bill of Quantities.
  - iv) 20% of fees on technical and price bid evaluation, recommendation of Contractor for award of all the works.
  - v) 10 % of fees after Performance Guarantee test (PGT) and Final Acceptance Tests (FAT).
- b) The payment for providing Project Management Consultancy services shall be made in maximum 4 (four) instalments on the basis of value of actual project work executed as ascertained by the Engineer of the Contract.

## 6.12 SAFETY MEASURES

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 lifesaving equipment to be available in proper condition.

The contractor shall provide PPE's such as, helmet, safety shoe etc. to all workers (if any).

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

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. Contractor's office, etc. (if any) 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 of suitably.
- iv. Proper safety measure including insurance coverage of workmen (if any) during execution of work will be ensured by the Contractor. In case of any untoward incident happened during execution of work, Contractor will be solely responsible for such incidence.



### **6.13 HOLIDAY OR SUNDAY WORK**

Subject to provisions in local Acts and any statutes of the State, the Contractor shall arrange for working on Holidays and Sundays whenever so desired by the Engineer to expedite progress and complete the works in time.

The Contractor shall not be entitled to any additional payment for taking up works on Holidays and Sundays. The Contractor should be prepared to resort to round-the-clock working by following shift timings for labour.

### **6.14 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 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.

### **6.15 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 of 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.

### **6.16 ESCALATION / VARIATION ON PRICES**

No Escalation / Variation on the prices on any account will be considered for adjustment / payment.

### **6.17 COMPLIANCE WITH E.P.F & 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 I (I&CF).

### **6.18 COMPLIANCE WITH E.S.I. ACT**

The Contractor 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 Xerox of all payment challans and produce the original for verification to the representative of the principal employer, i.e. Sr. Dy. Manager I (I&CF Division).

#### **6.19 INDEMNIFICATION**

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.

#### **6.20 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, earthquake 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 provide 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.

#### **6.21 DOCK PERMIT**

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

#### **6.22 TAXES**

The quoted rates should include all other Taxes excluding GST. GST as applicable shall be paid extra against proper invoice submitted by the successful contractor.

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

In case of any failure on the above account, GST amount even if paid by KoPT shall be recoverable from the contractor, along with applicable interest if any.

#### **6.23 PROPRIETARY DATA**

All documents and other information provided by HDC, KoPT or submitted by the Contractor to HDC, KoPT shall remain or become the property of HDC, KoPT. Contractor, as the case may be, are to treat all information as strictly confidential. HDC, KoPT will not return any Bid or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Contractor to HDC, KoPT in relation to the Consultancy shall be the property of HDC, KoPT.

#### **6.24 LIQUIDATED DAMAGES FOR DELAY**

In case of delay in stage-wise completion of assignment as given at Clause 6.8, Liquidated Damages (LD) as per G.C.C. Clause No. 8.0 will be imposed and shall be deducted by HDC, KoPT from the amount payable to the successful tenderer in respect of each of the stages where delay has occurred.



However, in case of delay due to reasons beyond the control of the Contractor, suitable extension of time may be granted, at the sole discretion of HDC, KoPT. Liquidated Damages (LD) would be imposed due to delay in stage-wise completion of Services as provided in the tender document for the subject study.

#### **6.25 PLANT & EQUIPMENT**

The Contractor has to bring necessary and required equipments / apparatus and accessories at his own cost.

#### **6.26 SECURITY ARRANGEMENTS**

The Contractor shall make his own security arrangements for the equipments / instruments deployed in the field for the execution of the work. All precautionary measures shall be taken for safety and security of the men and materials.

#### **6.27 FLOATING CRAFT**

Floating craft will be provided free of cost during the study, if required.

#### **6.28 VEHICLE**

The successful bidder will have his own arrangement for movement of personnel and shifting of their material to the place of work as and when required. No transportation will be provided by HDC, KoPT. The successful bidder will have to keep full time vehicle (jeep hard top viz. marshal, bolero, scorio, etc.) during their site visit, primary and secondary data collection, etc. for execution of the project successfully.

#### **6.29 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 CONCILITATION (AMENDMENT) ACT, 2015 and any statutory amendment thereof.

#### **6.30 INSPECTION OF WORK**

Sr. Dy. Manager I (I&CF), HDC, KoPT or his authorized representative shall have the right to inspect the work during the contract period.

#### **6.31 EXECUTION OF WORK**

The contractor shall execute the work by employing skilled and professionally qualified people (as per Cl. 6.6).



## **7. TECHNICAL SPECIFICATIONS**

### **E-TENDER FOR “ENGAGEMENT OF AGENCY / INSTITUTE FOR PROVIDING CONSULTANCY & PMC SERVICES FOR IMPLEMENTATION OF GREEN PORT INITIATIVES AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST”.**

#### **7.1 BROAD SCOPE OF CONSULTANCY SERVICES**

- I. Preparation of Final Feasibility Report (FR) / Detailed Project Report (DPR) considering life cycle cost of the project duly considering site condition and detailed examination of available primary and secondary data.
- II. FR / DPR will be comprised of:
  - Statutory Requirements.
  - Detail scheme of each of the project.
  - Alternative models of implementation of each project (for both construction and post commissioning O&M) with recommendation of most cost effective and suitable model for HDC.
  - Estimated life cycle cost of the project ( construction as well as post commissioning comprehensive O&M cost);
  - Quantification of Financial and Economic benefits of each project.
  - Design Basis Report (DBR).
  - Execution or implementation planning or procedures of the project with time schedule.
  - Brief list of equipments / systems as per project’s requirements.
  - Separate chapter for each individual project should be indicated.
  - Any other suitable recommendations.
- III. Preparation and submission of technical specifications and bill of quantities of the projects. It will be comprised of:
  - Project wise detail technical specifications.
  - Detail engineering drawings / documents / data sheets.
  - Component wise bill of quantities of each project.
  - Any other suitable recommendations.
- IV. Tender Document Preparation and Tender Evaluation:



- Preparation of Bid Document for each project duly considering the administrative guidelines of KoPT and CVC Guidelines in consultation with Engineer of the Contract;
- Attending pre-bid conference and providing assistance in replying Bidder's queries.
- Scrutiny of techno-commercial part of the tenders/offers received by HDC for recommending acceptability of the same and advising for opening price offers of techno-economic successful bidders;
- Examination of reasonability of rates and final recommendation of acceptance of price offers.

## **7.2 BROAD SCOPE OF PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES DURING TENDERING AND IMPLEMENTATION**

- Scrutiny and Approval of Engineering drawings / documents / data sheets submitted by successful Tenderer / Bidder for each project.
- Supervision of the work of the Contractor during the period of construction to ensure quality and timelines as per tender condition.
- Providing Technical Assistance to the Engineer during Testing and Commissioning during construction and recommendation on acceptance / rejection of materials and works.
- Certification of successful construction / installation work and recommendation to Engineer for release of payment against construction as per Tender terms.
- Assisting the Engineer of the contract to sort out any dispute/s raised by the Contractor including drafting replies.
- Providing required assistance to KoPT in dealing with any disputes raised by the Contractor in any arbitration / court of law including briefing KoPT's counsels, giving witness, etc.

## **7.3 PROJECT WISE DETAILS SCOPE OF CONSULTANCY AND PROJECT MANAGEMENT CONSULTANCY SERVICES**

<b>SI No</b>	<b>Projects</b>		<b>Detail Scope of Work</b>
1	Installation dust suppression systems / air pollution control systems	:	<ul style="list-style-type: none"> <li>• Preparation of techno-commercial feasibility report including civil and structural design engineering and implementation scheme of various feasible dust suppression systems.</li> </ul>



SI No	Projects		Detail Scope of Work
1. a.	Construction of dust barrier at the bulk cargo stacking and handling areas	:	<ul style="list-style-type: none"> <li>• Preparation of techno-commercial feasibility report comprising of implementation scheme of dust barrier with site selection and estimated life cycle cost (cost of construction and O&amp;M cost during the life of the project).</li> <li>• Examining alternative models of implementation like EPC Contract with post EPC O&amp;M, hiring of the service as a whole without change in ownership etc., from operational and financial point of view and suggest the best method suitable for HDC.</li> <li>• Basic and detail engineering of civil and structural design and drawings.</li> <li>• Preparation of tender document(s) as per the model of implementation selected by HDC.</li> <li>• Scrutiny of the above tender(s) and bid(s) for the work and techno-commercial discussions with tenderers / bidders and finalization.</li> <li>• Site supervision and project monitoring during installation and construction at the time of PMC services.</li> </ul>
1. b.	Development of fixed sprinkler post along road side and in stockyard	:	<ul style="list-style-type: none"> <li>• Preparation of techno-commercial feasibility report including civil and structural design, drawing, engineering and implementation scheme of dust suppression system through fixed sprinkler post and estimated life cycle cost (cost of construction and O&amp;M cost during the life of the project).</li> <li>• Preparation of technical specifications covering mechanical, electrical, civil, instrumentation and automation (if any), pipes, valves pumps, nozzles, fabricated equipments, structures, electrics, etc.</li> <li>• Examining alternative models of implementation like EPC Contract with post EPC O&amp;M, hiring of the service as a whole without change in ownership etc., from operational and financial point of view and suggest the best method suitable for HDC.</li> <li>• Preparation of tender document(s) as per the model of implementation selected by HDC.</li> <li>• Scrutiny of the above tender(s) and bid(s) for the work and techno-commercial discussions with tenderers / bidders and finalization.</li> <li>• Site supervision and project monitoring during installation and construction at the time of PMC services.</li> <li>• Assistance in tests, start up and commissioning activities, etc. and post commissioning services.</li> </ul>
1. c.	Provision of High Pressure Water spray at Wagon tippler and Material Transfer Stations of Mechanized Handling System	:	<ul style="list-style-type: none"> <li>• Preparation of techno-commercial feasibility report including civil and structural design, drawing, engineering and implementation scheme of dust suppression systems (as applicable) and estimated life cycle cost (cost of construction and O&amp;M cost during the life of the project).</li> <li>• Preparation of technical specifications covering mechanical, electrical, civil, instrumentation (if any), pipes, valves pumps, nozzles, fabricated equipments, structures, electrics, etc.</li> <li>• Examining alternative models of implementation like EPC</li> </ul>



SI No	Projects		Detail Scope of Work
			<p>Contract with post EPC O&amp;M, hiring of the service as a whole without change in ownership etc., from operational and financial point of view and suggest the best method suitable for HDC.</p> <ul style="list-style-type: none"> <li>• Basic and detail engineering of civil and structural design and drawings.</li> <li>• Preparation of tender document(s) as per the model of implementation selected by HDC.</li> <li>• Scrutiny of the above tender(s) and bid(s) for the work and techno-commercial discussions with tenderers / bidders and finalization.</li> <li>• Site supervision and project monitoring during erection, installation and construction at the time of PMC services.</li> <li>• Assistance in startup, commissioning activities, PG tests, etc. and post commissioning services.</li> </ul>
2	Green Belt Development in and around entire port area (including HDC Township)	:	<ul style="list-style-type: none"> <li>• Primary and secondary data collection and preparation of GIS map of exiting greenbelt status of HDC considering both natural and planted vegetation.</li> <li>• Site visit and site selection for greenbelt development inside dock area as well as township area of HDC and development of green belt model.</li> <li>• Preparation of techno-commercial feasibility report and phase wise greenbelt development plan for 10 years depending on available free space and an estimated cost (cost of plantation and O&amp;M cost during the life of the project)..</li> <li>• Examining alternative models of implementation like contract of plantation, hiring of the service as a whole without change in ownership etc., from operational and financial point of view and suggest the best method suitable for HDC.</li> <li>• Preparation of tender document(s) as per the model of implementation selected by HDC, if any.</li> <li>• Scrutiny of the above tender(s) and bid(s) for the work and techno-commercial discussions with tenderers / bidders and finalization, if any.</li> <li>• Site supervision during execution of project (pre-plantation, plantation and post-plantation upto the end of contract period), if any.</li> </ul>



SI No	Projects		Detail Scope of Work
3	Installation of Continuous Online Ambient Air Quality Monitoring (CAAQM) stations and environment statistics display boards at different location	:	<ul style="list-style-type: none"> <li>• Preparation of techno-commercial feasibility report including site selection, basic design, engineering and technical specification of CAAQMS and estimated life cycle cost (cost of construction and O&amp;M cost during the life of the project).</li> <li>• Examining alternative models of implementation like EPC Contract with post EPC O&amp;M, hiring of the service as a whole without change in ownership etc., from operational and financial point of view and suggest the best method suitable for HDC.</li> <li>• Preparation of tender document(s) as per the model of implementation selected by HDC.</li> <li>• Scrutiny the above tender(s) and bid(s) and finalization for procurement, installation and commissioning of CAAQMS.</li> <li>• Scrutiny and approval of engineering drawings, data sheets, etc. of successful tenderer / bidder.</li> <li>• Day to day supervision, quality checking during installation and construction.</li> <li>• Assistance in tests, start up and commissioning activities, witnessing of testing and inspection of the facility as per approved QAP (provided by vendor).</li> <li>• Post commissioning services as per Clause 7.2, PG test report.</li> </ul>
4	Design of sewerage treatment system / storm water management including disposal within Dock Area	:	<ul style="list-style-type: none"> <li>• Study of the existing sewerage system and identifying shortfalls in respect of extant rules / regulations governing sewerage treatment.</li> <li>• Preparation of techno-commercial feasibility report considering sources and quantity of sewerage / storm water, receiving drains, manholes, pumping stations, storm water overflows, sumps, screening chambers, settling tanks, oil separating units, generated solid waste disposal, etc., area drawings, contour drawings, end usage of treated sewerage / storm water and estimated life cycle cost (cost of construction and O&amp;M Cost during the life of the project).</li> <li>• FR will be comprised of process flow diagram, implementation scheme with detail engineering drawings and detail technical specifications, developed based on topographical survey, geotechnical investigations, layout plan, etc. as required.</li> <li>• Examining alternative models of implementation like EPC contract with post EPC O&amp;M, hiring of the service as a whole without change in ownership etc., from operational and financial point of view and suggest the best method suitable for HDC.</li> <li>• Preparation of item wise detailed cost estimate of the project.</li> <li>• Preparation of Tender Document(s) as per the model of implementation selected by HDC.</li> <li>• Scrutiny of the above tender(s) and bid(s) for the work and techno-commercial discussions with tenderers / bidders and finalization.</li> <li>• Day to day supervision, quality checking during installation and construction.</li> <li>• Assistance during commissioning activities.</li> </ul>



SI No	Projects		Detail Scope of Work
			<ul style="list-style-type: none"> <li>• Witnessing performance guarantee of the facilities.</li> </ul>
5	Noise Level Measurement, Survey and Control	:	<ul style="list-style-type: none"> <li>• Noise level monitoring at varying distances for multipurpose sources using noise level meter at hourly interval for 24 hours in one season.</li> <li>• Measuring of work zone noise at an interval of 8 hours.</li> <li>• Comparison will be made between measured and standard noise level and mitigation measures will be recommended.</li> <li>• Preparation of techno-commercial feasibility report considering sources of noise pollution and the effective mitigation measures.</li> <li>• Study for, if any, new project or alternative models would be required for noise mitigation, the techno-commercial feasibility report should be included the civil and structural design, drawing, engineering and implementation scheme of noise attenuation systems (as applicable) and estimated life cycle cost (cost of construction and O&amp;M cost during the life of the project).</li> <li>• Preparation of Tender Document(s) as per the model of implementation selected by HDC, if any.</li> <li>• Scrutiny of the above tender(s) and bid(s) for the work and techno-commercial discussions with tenderers / bidders and finalization, if any.</li> <li>• Site supervision and project monitoring during erection, installation and construction and PMC services, if any.</li> <li>• Assistance in startup, commissioning activities, PG tests, etc. and post commissioning services, if any.</li> </ul>

#### 7.4 REPORT SUBMISSION AND PRESENTATION

Contractor shall submit 06 (six) copies of Draft FR / DPR within two months from the date of issuance of work order.

12 (twelve) copies of Final FR / DPR Report shall be submitted by the Contractor within one month of receiving comments of HDC, KoPT on Draft FR / DPR.

06 (six) copies of Final Technical Specification and Bill of Quantities for each individual project shall be submitted by the Contractor within two months after acceptance of the Final FR / DPR by HDC, KoPT.

The team leader of the contractor shall give presentation(s) after completion of each stage of work or as and when required by Engineer-in-charge, HDC, KoPT to evaluate the status / progress of the work / project.

#### 7.5 HDC'S OBLIGATION

Furnish available information / data / drawings / reports regarding site, test results of soil, water and any other information required by the Contractor from time to time on the basis of the availability. HDC shall provide required drawings for carrying out the engineering work for the project if available. Otherwise fresh Geotechnical Investigation and topographical survey, preparation of



design / drawings shall be carried out by the Contractor as per requirement. Tender shall be floated by HDC based on Technical Specifications prepared by the Contractor.

Issuance of press advertisement / inviting tenders, receiving tenders, opening of the tender and placement of order.



## **8. PREAMBLE TO THE BILL OF QUANTITIES**

**E-TENDER FOR “ENGAGEMENT OF AGENCY/INSTITUTE FOR PROVIDING CONSULTANCY & PMC SERVICES FOR IMPLEMENTATION OF GREEN PORT INITIATIVES AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST”.**

- 8.1 The Bill of Quantities must be read with the General Conditions of Contract, the Special Conditions of Contract and the Technical Specifications of Work and the Bidder is deemed to have examined the above documents and to have thoroughly familiarise himself with the total scope of work and its mode of execution.
- 8.2 The Tenderer shall quote all prices for this tender through online as per the following format.



## 9. BILL OF QUANTITIES

**E-TENDER FOR “ENGAGEMENT OF AGENCY/INSTITUTE FOR PROVIDING CONSULTANCY & PMC SERVICES FOR IMPLEMENTATION OF GREEN PORT INITIATIVES AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST”.**

SI No	Description	Unit of Measurement	Amount to be Quoted (excluding GST) [in INR]
<b>A</b>	<b>Consultancy Services :</b> <b>Providing Consultancy in connection with preparation on Detailed Project Report, Technical Specifications &amp; Bill of Quantities, as per Scope of Work</b>	LS	
<b>B.</b>	<b>Project Management Consultancy:</b>		
<b>B.1</b>	<b>Dust suppression systems / Air pollution control systems</b>		
B.1.1	Dust barrier at the bulk cargo stacking and handling areas	LS	
B.1.2	Development of fixed sprinkler post along road side and in stockyard.	LS	
B.1.3	Dust suppression system including high pressure water spray at wagon tippler and material transfer stations of mechanized handling system	LS	
<b>B.2</b>	<b>Green Belt Development in and around entire port area (including HDC Township)</b>	LS	
<b>B.3</b>	<b>Continuous Ambient Air Quality Monitoring (CAAQM) stations and Environment Statistics Display boards at different locations</b>	LS	
<b>B.4</b>	<b>Sewerage treatment system / Storm water management system including disposal within Dock Area</b>	LS	
<b>B.5</b>	<b>Noise Level Measurement &amp; Control System</b>	LS	
<b><u>Total Evaluated Cost</u></b> <b>[ A + B.1.1 + B.1.2 + B.1.3 + B.2 + B.3 + B.4 + B.5 ]</b>			

Witness:  
Name (in block letters):  
Address:  
Occupation:

(Signature of the Bidder)  
Address:



**DECLARATION OF TENDERER FOR NO CONDITIONS / DEVIATIONS HAVE BEEN  
ADDED**

(To be submitted on Company's Letter Head Along with Techno Commercial Bid duly stamped and signed)

Ref. No.:

Date:

**Sr. Dy. Manager I I&CF Division),  
Haldia Dock Complex.  
Kolkata Port Trust**

**SUB: ENGAGEMENT OF AGENCY/INSTITUTE FOR PROVIDING CONSULTANCY & PMC SERVICES  
FOR IMPLEMENTATION OF GREEN PORT INITIATIVES AT HALDIA DOCK COMPLEX,  
KOLKATA PORT TRUST.**

Dear Sir,

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

I/We further confirm that Part – II of the bid does not contain any condition / deviation.

---

Signature of the Bidder with Office Seal

Date:

Place:



**DECLARATION OF TENDERER FOR NOT BEEN DEBARRED / DELISTED**

(To be submitted on Company's Letter Head Along with Techno Commercial Bid duly stamped and signed)

Ref. No.:

Date:

**Sr. Dy. Manager I (I&CF Division),  
Haldia Dock Complex.  
Kolkata Port Trust**

**Sub: ENGAGEMENT OF AGENCY / INSTITUTE FOR PROVIDING CONSULTANCY & PMC SERVICES  
FOR IMPLEMENTATION OF GREEN PORT INITIATIVES AT HALDIA DOCK COMPLEX, KOLKATA  
PORT TRUST.**

a) The bidding firm has not been debarred / delisted by any Govt. / Quasi Govt. / Public sector undertaking in India.

b) The proprietor / partner(s) / authorized signatory of the bidding firm is / are not associated with other firm bidding for the same work.

(Full signature of Tenderer)

Dated: .....



**STATEMENT OF AUTHORIZATION**

(To be forwarded on the letter head of the Applicant)

Ref. No.:

Date:

**Sr. Dy. Manager I (I&CF Division)**  
**Haldia Dock Complex**  
**Kolkata Port Trust**

**Sub: ENGAGEMENT OF AGENCY / INSTITUTE FOR PROVIDING CONSULTANCY & PMC SERVICES  
FOR IMPLEMENTATION OF GREEN PORT INITIATIVES AT HALDIA DOCK COMPLEX, KOLKATA  
PORT TRUST**

I / We have agreed that ..... (insert individual's name) will act as our Authorized Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of

.....

.....

(Full signature of Tenderer)

Dated: .....



**DETAILS OF FIRMS / BIDDER'S PROFILE**

(To be submitted with Part – I of Offer)

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

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:

(Full signature of Bidder)



**CONCURRENT COMMITMENT(S) OF THE BIDDER**

(To be submitted with Part – I of Offer)

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)			
5	(i)			
	(ii)			
	(iii)			



## FORMAT FOR PROVIDING INFORMATION OF ELIGIBLE ASSIGNMENTS COMPLETED OVER THE PAST 7 YEARS

(To be submitted with Part – I of Offer)

SI N o	Name of Eligible Assignme nt completed	Name and Addres s of Client	Telephone No. and Fax No. of Client's representativ e	Short Descriptio n of services provided by tenderer to client	Type of projec t	Order value of the assignme nt (in Rs lakh)	Commenceme nt date of the assignment by the tenderer (mm/dd/yyyy)	Completion date of the assignment by the tenderer (mm/dd/yyyy)

Signature of Tenderer: .....

Name: .....

Designation: .....

Date: .....

(Seal)

# The Applicant should provide details of only those assignments that have been completed by it under its own name.

(Signature, name and designation of the authorized signatory)

Name and seal of the audit firm

Date:



**PARTICULARS OF KEY PERSONNEL**

(To be submitted with Part – I of Offer)

SI No	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments undertaken during last 7 years ending on the date of submission of the bids	No. of other Assignments
					Name of Firm	Employed Since		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1	Team Leader							
2	Engineer- Civil							
3	Engineer – Mechanical / Electrical							
4	Environmental Specialist							
5	Others (please specify)							

Signature of Authorized Person .....

Name: .....

Designation: .....

Date: .....

Seal



## FORMAT FOR PROVIDING INFORMATION OF ELIGIBLE ASSIGNMENTS EXECUTED BY KEY PERSONNEL

(To be submitted with Part – I of Offer)

Name of Key personnel:.....

Function/ Role for this particular work

SI No	Name of Eligible Assignme nt Comple d	Name and Addre ss of Client	Telephone No. and Fax No. of Client's representati ve	Short Descripti on of services provided by key personne l to client	Type of proje ct	Order value of the assignme nt (in Rs lakh)	Commencem ent date of the assignment by the tenderer (mm/dd/yyyy)	Completi on date of the assignmen t by the tenderer mm/dd/yy yy)

Signature of Tenderer: .....

Name: .....

Designation: .....

Date: .....

(Seal)

Note: Use separate forms for each key personnel.



**DECLARATION FROM THE EACH KEY PERSONNEL CONCERNED**

(To be submitted with Part – I of Offer)

I declare that the information are given at Appendix VII and Appendix VIII in respect of ..... (Name of the key personnel) are true and correct to the best of my knowledge and belief.

Date: (Signature and name designation of key personnel concerned)

Note: This certificate should be given by all the Key Personnel separately.



## CURRICULUM VITAE (CV) OF KEY PERSONNEL

(To be submitted with Part – I of Offer)

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:  
(Starting with present position, list in reverse order every employment held.)
7. Year of Experience:
8. List of eligible assignments on which the Personnel has worked  
Name of project Description of responsibilities
9. List of other assignments on which the Personnel has worked  
Name of project Description of responsibilities

### Certification:

1. I am willing to work on the Project pertaining to (.....) [Tender name] and I will be available for entire duration of the Project assignment as required.
2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

(Signature and name of the key personnel)

Date and Place.....

(Signature and name of the authorized signatory of the tenderer)

### Notes

- i. Use separate form for each key personnel.
- ii. Eligible assignments listed under Sl. 8 should be of the same order as in Appendix – VIII.
- iii. To be recently signed and dated in blue ink by the respective key personnel and countersigned by the tenderer. Photocopy or unsigned and / or non-countersigned CVs shall be rejected.



## PROPOSED METHODOLOGY AND WORK PLAN

(To be submitted with Part – I of Offer)

The proposed methodology and work plan shall be described as follows:

### 1. Understanding of Particular Specifications (not more than two A4 pages).

The Applicant shall clearly state its understanding of the “Particular Specifications” and also highlight its important aspects. The Applicant may supplement various requirements of the “Particular Specifications” and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the “Particular Specifications”.

### 2. Methodology and Work Plan (not more than three A4 pages).

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the “Particular Specifications”. The Applicant will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. The Applicant should specify the work sequencing, personnel wise man-days proposed, locations of important activities, different alternatives and selection of optimum one covering broadly all aspects of the Scope of Work and provide a quality assurance plan for carrying out the Consultancy Services.

**Signature of Authorized Person .....**

**Name: .....**

**Designation: .....**

**Date : .....**

**(Seal)**

**Note:** Marks will be deducted for writing lengthy and out of context responses.



**ABSTRACT FORM OF TENDER (UNPRICED)**

(To be submitted with Part – I of Offer)

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.

- (a) Name of Work : **ENGAGEMENT OF AGENCY / INSTITUTE FOR PROVIDING CONSULTANCY & PMC SERVICES FOR IMPLEMENTATION OF GREEN PORT INITIATIVES AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST.**
- (b) Earnest Money : **Rs. 8,16,320.00 (Rupees Eight Lakh Sixteen Thousand Three Hundred and Twenty only).**
- (c) Time allowed for completion of the work : **1. 1<sup>st</sup> FR / DPR: Within 2 (two) months from issuance of Work Order**  
**2. Final FR/DPR report: Within 1 (one) month of receiving comments of HDC.**  
**3. Final technical specification & BOQ: 2 (two) months after acceptance final FR / DPR by HDC.**  
**4. PMC Services with actual project work: 25 (Twenty-Five) months after acceptance of PMC offers by HDC, KoPT.**
- (d) Permanent I/T A/C No. :
- (e) Maximum number of workmen to be engaged on any day :
- (f) Bank Details

Name of Bank:

Branch:

Branch Code:

Account Number:

IFS Code:

(Signature of the Bidder)

Witness:

Address:

(Name in block letters)

Address:

Occupation:



**FORM OF TENDER (UNPRICED)**  
**THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA**

(To be submitted with Part – I of Offer)

**To**  
**Sr. Dy. Manager I (I&CF Division)**  
**Haldia Dock Complex**  
**Kolkata Port Trust**

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.

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:

WITNESS :

Signature :

Name :

(In Block letters)

Address :

Occupation :

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

Name of the Bidder :

Address :



**CHECK LIST****(To be Filled Up by the Bidder)**

(To be submitted with Part – I of Offer)

1	Application money towards cost of tender documents.	Deposited	Yes / No
2	Earnest Money	Deposited	Yes / No
3	Appendix I: Declaration of tenderer for no conditions / deviations have been added	Submitted	Yes / No
4	Appendix II: Declaration of tenderer for not been debarred / delisted		
5	Appendix III: Statement of Authorization	Submitted	Yes / No
6	Appendix IV: Details of firm	Submitted	Yes / No
7	Appendix V: Concurrent Commitments of the Bidder	Submitted	Yes / No
8	Appendix VI: Credential on eligible assignments completed over 7 years	i) Amount	
		ii) Amount	
		iii) Amount	
		iv) Amount	
		v) Amount	
		vi) Amount	
		vii) Amount	
		Credentials as per pre-qualification criteria.	Yes / No
9	Appendix VII: Particulars of key personnel	Submitted	Yes / No
10	Appendix VIII: Respective eligible assignments for each key personnel	Submitted	Yes / No
11	Appendix IX: Declaration from each Key personnel	Submitted	Yes / No
12	Appendix X: CVs as per of each and all key personnel proposed	Submitted	Yes / No
13	Appendix XI: Proposed approach and methodology for the project	Submitted	Yes / No
14	Appendix XII: Abstract form of tender (unpriced)	Submitted	Yes / No
15	Appendix XIII: Form of Tender (unpriced)	Submitted	Yes / No
16	Appendix XIV: Check List	Submitted	Yes / No
17	Work Completion Certificates with Work Orders (as per Appendix – VI)	Submitted	Yes / No
18	Valid Employees' Provident Fund Account	Submitted	Yes / No
		Photo copy of latest payment challan	Yes / No
19	ESI Registration	Submitted	Yes / No
		Photo copy of latest payment challan	Yes / No
20	GST Registration Certificate	Submitted	Yes / No
21	Professional Tax Clearance Certificate. / Upto date tax payment challan	Submitted	Yes / No
22	Valid Trade License	Valid up to	
		Submitted	Yes / No



23	Certificate of Incorporation, Memorandum & Article of Association of the Tenderer whichever applicable	Submitted	Yes / No
24	Certified copies of audited balance sheet	i) Turnover amount and year	
		ii) Turnover amount and year	
		iii) Turnover amount and year	
		Certified by the CA / FA	Yes / No
25	Accreditation certificate(s) from QCI and / or NABET	Submitted	Yes / No
26	GCC Booklet duly signed under office seal	Submitted with signature	Yes /No

Signature of the tenderer with seal



# **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

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## AMENDMENT TO GENERAL CONDITIONS OF CONTRACT

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

Table under sub-clause (a)

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

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

Table under sub-clause (d)

PREVIOUS			AS AMENDED		
Class of Registration	Amount Of Fixed Security	Financial Limit Of Each Tender	Class of Registration	Amount Of Fixed Security	Financial Limit Of Each Tender
<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 Employer for the Port of Calcutta, a body corporate under Section 3 of the Major Port Trusts Act, 1963, including their successors, representatives and assigns.
- 1.2 “Chairman” means the Chairman of the Board and includes the Chairman person appointed to act in his place under Sections 14 and 14A of the Major Port Trusts Act, 1963.
- 1.3 “Contractor” means the person or persons, Firm or Company whose Contractor 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.
- 1.4 “Engineer” means the Board’s official who has invited the tender on Engineer 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.
- 1.5 “Engineer’s Representative” means any subordinate or Assistant to Engineer’s the Engineer or any other official appointed from time to time by the Representative Engineer to perform the duties set forth in Clauses 2.4 to 2.6 hereof.
- 1.6 “Work” means the work to be executed in accordance with the Works Contract and includes authorised “Extra Works” and ‘Excess Works” and “Temporary Works”.
- 1.7 “Temporary Works” means all temporary works of every kind Temporary works 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.
- 1.8 “Extra Works” means those works required by the Engineer for Extra works and completion of the Contract which were not specifically and Excess works 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.



**[GCC – 3]**

- 1.9 “Specifications” means the relevant and appropriate Bureau of Specification Indian Standard’s specifications / International Standard’s Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.
- 1.10 “Drawings” means the drawings referred to in the Tender and Drawings specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.
- 1.11 “Contract” means and includes the General and Special Conditions Contract of Contract, Specifications, Drawings, priced Bill of Quantities, the Tender / Offer, the letter of acceptance of the Tender/Offer, the Contract Agreement, if separately entered into and the Schedule of Rates and Price, if any, adopted by the Trustees at their discretion.
- 1.12 “Constructional Plant” means all appliances or things of whatsoever Constructional Plant 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.
- 1.13 “Site” means the land, waterways and other places, on, under, in or Site THOROUGH which the works are to be executed by the Trustees for the purpose of the Contract.
- 1.14 “Contract Price” means the sum named in the letter of acceptance of Contract Price 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.
- 1.15 “Month” means English Calendar Month. Month
- 1.16 “Excepted Risks” are riot in so far as it is uninsurable, war, invasion, Excepted Risks act of foreign enemies, hostilities) whether war be declared or not), Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).
- 1.17 Word importing the singular only, also includes the plural and vice- Singular/ versa where the context so requires. Plural
- 1.18 The heading and marginal notes in these General Conditions of Headings/ Contract shall not be deemed to be part thereof or be taken into Marginal consideration in the interpretation or construction thereof or of the Notes. contract.



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- 1.19 Unless otherwise stipulated the work “Cost” shall be deemed to Cost include overhead costs of the Contractor, whether on or off the site.

**2.0 DUTIES & POWERS OF ENGINEER & ENGINEER’S REPRESENTATIVE.**

- 2.1 The Contractor shall execute, compete and maintain the works in terms of the contract to the entire satisfaction of the Engineer and Shall comply with the Engineer’s direction on any matter whatsoever. Engineer’s Authority
- 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.



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- (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, encompass all fully considered all factors, risks and contingencies, which will have relevant aspects/ direct and indirect impact on his expenses and profit from the work issues. and shall be specifically deemed to have taken the following aspects into consideration:



**[GCC – 6]**

- (a) The form and nature of the site and its surroundings including Site & Local their sub-surface, hydrological, tidal and climatic conditions, condition. 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 Drawing/ be executed and the quality, quantity and availability of the Specification/ required materials and labour for the work and the need to Nature & execute the work to the entire satisfaction of the Engineer, and extent of also by complying with the General and Special Conditions of work to be Contract. done.
  - (c) The accommodation required for the workmen and site office, Accommodation for mobilisation/demobilisation and storage of all plant, Contractor's equipment and Construction materials. men/materials.
  - (d) The sources and means of procurement of water for drinking, Water for drinking washing and execution of work, and source and availability of etc. /Electrical power. electrical power, all at Contractor's cost.
  - (e) Payment of taxes and duties and compliance of all applicable Payment of statutes, ordinances and law together with the rules made Taxes/duties thereunder, the rules, regulations and bye-laws of public and observance of all bodies or any local or other authority by the Contractor, statutes. keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance.
  - (f) Payment of all kinds of stamp-duty for executing the Payment of Stamp agreement or for any legal instrument including Bank Duty Guarantees and Indemnity Bonds. 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 Disclosure of tender or subsequently, shall disclose the names of their Owner's name. owners/partners/share holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled.
- 3.4 (a) Unless otherwise stipulated in the Notice Inviting Tender / Offer, Earnest every tender must be submitted with Earnest Money of the Money and amount calculated as per the following scale. Security Deposit.



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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/-.

- (b) Earnest Money shall be deposited with the Trustees' treasurer in Method of cash or by Banker's Cheque of any Calcutta Branch of a Paying E.M. 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.
- (c) Earnest Money of unaccepted tender shall be refunded without Refund of E.M. any interest THOROUGH A/c. Payee Cheque drawn on a Nationalised Bank of Calcutta / Haldia.
- (d) The enlisted (registered ) Contractors of the Trustees who have Exemption from E.M. deposited fixed Security with the Trustees' FA & CAO / Manager to Regd. Firms (Finance) according to his Class of Registration, shall be exempt from depositing the Earnest Money, as per the following scale :
- | Class of Registration | Amount of Security | Fixed 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 Tender with-liable to rejection. out 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 Forfeiture of them unacceptable to the Trustees and/or withdraws his E.M. before tender/offer, the Earnest Money deposited shall be liable to Acceptance of offer. forfeiture at the option of the Trustees.



**[GCC – 8]**

- (f) The Earnest Money of accepted tender/offer shall be retained by E.M. to be converted the Trustees as part of the Security Deposit, for which a separate to Treasury Receipt shall be issued to the Contractor after part S.D. cancellation of the previous Receipt of Earnest Money.
- (g) Balance security for works contract shall be recovered by Mode of deduction from all progressive Bill (including final Bill, if recovery of necessary) @ 10% of the gross value of work in each such bill, so balance S.D. that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done up to the stage of completion.

Value of Work	% of Security Deposit for works contract.	% of Security Deposit For contract of supply- ing materials & equipment only.	Scale of S.D. recovery.
---------------	--	--	-------------------------

For works up to 10% (Ten percent) Rs.10,00,000/-.	1% (One percent)
--	------------------

For works costing 10% on first 1% on first more than Rs.10,00,000/- + 7½% Rs.10,00,000/- + ½% on Rs.10,00,000/- on the balance. the balance. and up to Rs.20,00,000/-
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For works costing 10% on first 1% on first more than Rs.10,00,000/- + 7 ½% Rs.10,00,000/- + ½% on Rs.20,00,000/- on the next the next Rs.10,00,000/- + Rs.10,00,000/- + 5% on ¼% on the balance. the balance.
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- (h) Balance Security for Contract of supplying materials and S.D. for supply equipment computed in terms of the percentages given above, contracts to be shall have to be deposited with the Trustees' Treasurer in deposited in advance. 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.
- (i) No interest shall be paid by the Trustees to the No interest payable Tenderer/Contractor on the amount of Earnest Money/Security on E.M. /S.D Deposit held by the Trustees, at any stage.
- 3.5 (i) The Security Deposit shall refunded to the Contractor in terms of Mode of refund of Clause 9.3 hereinafter and subject to deduction, if any, under the S.D. 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



## [GCC – 9]

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.

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

- 3.6 If stipulated in the contract as a Special Condition, the contractor Bank Guarantee in shall have to submit to the Engineer a performance Bond in the form lieu of Cash S.D. in of an irrevocable guarantee from Calcutta/Haldia Branch, as the case certain cases 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.

- 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 Applicability of laws applicable only within the jurisdiction of the High Court at on the contract 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.



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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).
  - 8.
- 4.2 After acceptance of his Tender/Offer and when called on to do so by Contractor to Execute the engineer or his representative, the contractor shall, at his own Contract Agreement. expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term 'Contract' here-in-before, shall collectively be the Contract.
- 4.3 Several documents forming the contract are to be taken as mutually Interpretation of explanatory of one another. Should there be any discrepancy, contract documents – ambiguity, omission or error in the various contract documents, the Engineers' Power Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.
- 4.4 Two copies of the Drawings referred to in the general and special All Drawings are Conditions of Contract and in the Bill of Quantities, shall be furnished Trustees' property. by the Engineer to the Contractors free of cost for his use on the work, but these shall remain the property of the Trustees and hence, the Contractor shall return them to the Engineer or his Representative on completion of the work, if not torn or mutilated on being regularly used at site.
- 4.5 The Contractor shall prove and make at his own expense any working Contractor to prepare or progress drawings required by him or necessary for the proper working / progress execution of the works and shall, when required, furnish copies of drawings the same free of cost to the Engineer for his information and/or approval, without meaning thereby the shifting of Contractor's responsibility on the Engineer in any way whatsoever.
- 4.6 The Contractor shall not directly or indirectly transfer, assign or Contractor cannot sublet the Contract or any part thereof without the written sub-let the work 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.



**[GCC – 11]**

- 4.7 Unless otherwise specified, the Contractor shall be deemed to have Contractors' price is included in his Tender/Offer all his cost for supplying and providing inclusive of all costs all constructional plant, temporary work. Materials both for temporary and permanent works, labour including supervision thereof, transporting to and from the site and in and about the work, including loading, unloading, fencing, watching, lighting, payment of fees, taxes and duties to the appropriate authorities and other things of every kind required for the construction, erection, completion and maintenance of the work.
- 4.8 The Contractor shall be solely responsible for the adequacy, stability Contractor is and safety of all site operations and methods of construction, even if responsible for all any prior approval thereto has been taken from the Engineer or his construction process, Representative. The Contractor shall not be responsible for the except for correctness of the design or specification of the Temporary and correctness of design Permanent works formulated by the Engineer; but the Contractor and specification shall be fully responsible for the correct implementation thereof, as formulated by the also for any design and specification prepared/proposed/used by the Engineer Contractor.
- 4.9 Whenever required by the Engineer or his representative, the Contractor to submit Contractor shall submit to him the details of his (a) programme for his programme of execution of the work, (b) proposed procedure and methods of work, work (c) proposed deployment of plant, equipment, labour, materials and temporary works. The submission to and/or any approval by the Engineer or his Representative to any such programme or particulars shall not relieve the Contractor of any of his obligations under the contract.
- If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.
- 4.10 Necessary and adequate supervision shall be provided by the Contractor to Contractor during execution of the works and as long thereafter as supervise the works the Engineer or his representative shall consider necessary during the maintenance period. The Contractor or his competent and authorised agent or representative shall be constantly at site and instructions given to him by the Engineer or his representative in writing shall be binding upon the Contractor subject to limitation in Clause 2.5 hereof. The Contractor shall inform the Engineer or his representative in writing about such representative/agent of him at site.
- 4.11 The Contractor shall employ in execution of the Contract only Contractor to deploy qualified careful and experienced persons and the Engineer shall be qualified men and at liberty to direct the Contractor to stop deployment of any of is Engineer's power to staff, workmen or official at site and the Contractor shall within 48 remove Contractor's hours comply with such instruction without any demur whenever the men



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Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.

- 4.12 The Contractor shall be responsible for the true and proper setting Contractor is out of the works in relation to reference points/lines/levels given by responsible for line, the Engineer in writing. The checking of any setting-out or of any level, setting out etc. alignment or level by the Engineer or his Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and he shall fully provide protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting out the works.
- 4.13 From the commencement of the works till issue of the completion Contractor is certificate in Form G.C.1, vide Clause 5.12 hereof, the contractor responsible to protect shall take full responsibility for the care thereof. Save for the the work 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.
- 4.14 The Contractor shall at his own cost protect support and take all Contractor is precautions in regard to the personnel or structure or services or responsible for all properties belonging to the Trustees or not which may be interfered damages to other with or affected or disturbed or endangered and shall indemnify and structures / persons keep indemnified the Trustees against claim for injury, loss or caused by him in damage caused by the Contractor in connection with the execution executing the work. and maintenance of the work to the aforesaid properties, structures and services and/or to any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract.
- 4.15 The Contractor shall immediately inform the Engineer's Fossils, Treasure Representatives if any fossil, coins, articles of value or antiquity and travois, etc. are structures and other remains or things of geological or archaeological Trustees' property 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.



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- 4.16 The Contractor shall be deemed to have indemnified and shall Contractor to indemnify the Trustees against all claims, demands, actions and Indemnify the proceedings and all costs arising therefrom on account of: Trustees against all claims for loss,
- (a) Infringement of any patent right, design, trademark or name or damage, etc. other protected right in connection with the works or temporary work.
  - (b) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.
  - (c) Unauthorised obstruction or nuisance caused by the contractor in respect of Public or Private or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person.
  - (d) Damage/injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work.
  - (e) Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting contractor's plants and materials.
  - (f) The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies employed by or with the permission and/or knowledge of the Trustees on or near the site of work.
- 4.17 Debris and materials, if obtained by demolishing any property, Dismantled materials building or structure in terms of the Contract shall remain the Trustees' property property of the Trustees.
- 4.18 The Contractor's quoted rates shall be deemed to have been Contractor's quoted inclusive of the following: 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.



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- (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 Contractor not to any firm supplying plant, materials and equipment shall not publish photograph or caused to be published any photographs or description of the or particulars of work works without the prior authority of the Engineer in writing.
- 4.21 The Contractor shall at the Trustees' cost to be decided by the Contractor to provide Engineer render all reasonable facilities and Co-operation as per facilities to outsiders direction of the Engineer or his representative to any other Contractor engaged by the Trustees and their workmen to the Trustees' own staff and to the men of other Public Body on or near the site of work and in default the Contractor shall be liable to the Trustees for any delay or expense incurred by reason of such default.
- 4.22 The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic. Work to cause minimum possible hindrance to traffic movement



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

**5.0 COMMENCEMENT, EXECUTION AND COMPLETION OF WORK**

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



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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.

- 5.6 Samples shall be prepared and submitted for approval of the Contractor to submit Engineer or his representative, whenever required to do so, all at the samples for approval Contractor's cost.

Unless stipulated otherwise in the contract, the cost of any test Contractor to arrange required by the Engineer or his representative in respect of materials all testing at his own and workmanship deployed on the work, shall be borne by the cost. Contractor.

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

- (a) The Contractor shall, at his own expense, arrange for The Contractor shall transporting the materials from the Trustees' Stores, watching, account for and look storing and keeping them in his safe custody, furnishing of after the Trustees' statement of consumption thereof in the manner required by materials the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative.
- (b) Being the custodian of the Trustees' materials, the contractor Contractor to shall remain solely responsible for any such materials issued to compensate for loss him and for any loss or damage thereof for any reason other and damage to than "Excepted Risks", the Contractor shall compensate the Trustees' materials 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.
- (c) The Trustees' materials will generally be supplied in stages and in Delay in supply of accordance with the rate of progress of work but except for Trustees' materials grant of suitable extension of completion time of work as will only entitle the decided by the Engineer. The Contractor shall not be entitled to Contractor for any other compensation, monetary or otherwise, for any delay in extension of the supply of Trustees' materials to him. The Contractor shall, completion time of however, communicate his requirement of such materials to the work Engineer from time to time.
- (d) Unless stipulated otherwise in the contract, the value of the Recovery from Trustees' materials issued to the contractor shall be recovered Contractor for from the contractor's bills and/or any of his other dues, Trustees' materials progressively according to the consumption thereof on the work under normal and/or in the manner decided by the Engineer or his circumstances representative and at the rate/s stipulated in the contract. These rates shall only be considered by the contractor in the



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preparation of his tender/offer and these will form the basis of escalation/variation, if in future the contractor is required to procure and provide any such material on the written order of the Engineer consequent on the Trustees' failure to effect timely supply thereof.

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

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

5.9 The Engineer or his Representative shall have the power to instruct Contractor to replace any material and work at any time and to order at any time – (i) for materials/work not removal from the site of any material which in his opinion is not in acceptable to the accordance with the contract or the instruction of the engineer or his Engineer or his representative, (ii) for the substitution of the proper and suitable Representative 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.

5.10 No work shall be covered up and put out of view by the contractor Contractor to seek without approval of the Engineer or his Representative and approval of Engineer whenever required by him, the contractor shall uncover any part or or his Representative parts of the work or make openings in or THOROUGH the same as before covering up may be directed by the Engineer or his representative from time to any portion of work time and shall reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the contractor.

The Trustees shall reimburse such cost as determined by the Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.

5.11 On a written order of the Engineer or his Representative, the Contractor to contractor shall delay or suspend the progress of the work till such suspend work on time the written order to resume the execution is received by him. Order from Engineer



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.

- 5.11.1 If at any time before or after commencement of the work the Trustees do not require the whole of the work tendered for the Engineer shall notify the same to the contractor in writing and the contractor shall stop further works in compliance of the same. The Contractor shall not be entitled to any claim for compensation for underived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer in the original specifications, drawings, designs and instructions.
- 5.12 When the whole of the work has been completed to the satisfaction Completion of the Engineer and has passed any final test prescribed in the Certificate G.C.1. 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.



## 6.0 TERMS OF PAYMENT

- 6.1 No sum shall be considered as earned by or due to the Contractor in All interim payments respect of the work till final and satisfactory completion thereof and are advances till issue until a certificate of final completion in Form G.C.2 has been given by of Certificate in Form the Engineer. 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 Payment on the basis measurements of actual work done, as recorded in the Trustees' of measurements at measurement books and at accepted tendered or at agreed rates, as agreed rates. 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.

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

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

- 6.5 Based on the quantum of work and the value thereof computed in Contractor to prepare the Measurement Book, the Contractor shall type out his bill in the and submit his bills 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



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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.

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

- (i) the materials shall, in the opinion of the Engineer or his Representative be of imperishable nature,
- (ii) the value of such materials shall be assessed by the engineer or his Representative at their own discretion,
- (iii) a formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials,
- (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.



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(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.

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.

**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.

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:

- (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



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- 7.3 No such variation shall in any way vitiate or invalidate the contract or Variation by engineer be treated as revocation of the contract, but the value (if any) of all do not vitiate the such variations evaluated in accordance with the Engineer's sole contract 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 Where written order required for increase or decrease in the quantity of any work upto for variation is not 15% where such increase or decrease is not the result of any needed 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 Payment for extra or additional work unless they have been carried out under the additional, or omitted written orders of the Engineer. work, or substituted work, Engineer's
  - (b) The Engineer shall solely determine the amount (if any) to be powers 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.
  - (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 Extension of delayed availability of the Trustees' materials to be supplied as per completion time 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.
- 8.2 (a) If the Contractor fails to complete the work within the stipulated 'Liquidated Damage' dates or such extension thereof as communicated by the and other Engineer in writing, the Contractor shall pay as compensation compensation due to (Liquidated Damage) to the Trustees and not as a penalty, ½% Trustees (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.
- (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.



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

- (i) The Contractor has abandoned the contract.
- (ii) In the opinion of the Engineer, either the 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'' or his Representative'' 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 t 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.



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

8.3.3 Upon termination of contract, the Contractor shall be entitled to receipt payment of only 90% of the value of work actually done or materials actually supplied by him and subject to recoveries as per contract, provided the work done and materials conform to specifications at the time of taking over by the Trustees. The payment for work shall be based on measurements of actual work done and priced at approved contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall in no case be more than market rates prevailing at the time of taking over by the Trustees. The Engineer's decision in all such case shall be final, binding and conclusive.

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

**9.0 MAINTENANCE AND REFUND OF SECURITY DEPOSIT**

9.1 On completion of execution of the work the Contractor shall Contractor's maintain the same for a period, as may be specified in the form of a obligation for Special Condition of the Contract, from the date mentioned in the maintenance of work. 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.

9.2 The Contractor shall not be considered completed and the work shall Certificate of final not be treated as finally accepted by the Trustees, until a Final completion 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



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period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working or using thereof by the Trustees shall not relieve the Contractor of his obligations under the contract for full and final completion of the work.

- 9.3 On completion of the contract in the manner aforesaid, the Refund of Security Contractor may apply for the refund of his Security Deposit by Deposit 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.

**10.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES AND ARBITRATION**

- 10.1 In all disputes, matters, claims, demands or questions arising out of Engineer's decision 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.
- 10.2 If the Contractor be dissatisfied with any such decision of the Chairman's award. Engineer, he shall within 15 days after receiving notice of such decision require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.
- 10.3 If, however, the Contractor be still dissatisfied with the decision of Arbitration. 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.
- 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.



**[GCC – 27]**

- 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/-.



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- [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.



**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.O.....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 \_\_\_\_\_ 20 to \_\_\_\_\_ day of \_\_\_\_\_ 20

.

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 he 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 EMPLOYEER 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 \_\_\_\_\_ 20\_\_ \_\_\_\_\_ at \_\_\_\_\_

#### WITNESSES

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name) \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(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 THOROUGH 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 THOROUGH 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 THOROUGH 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 **Annexure 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 THOROUGH 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.
- (3) 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)

---

(For & on behalf of Bidder/Contractor).

(Office Seal)

(Office Seal)

Place :

Date :

Witness 1:

(Name & Address) .....

.....

.....

Witness 2:

(Name & Address) .....

.....

.....



**1.0 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 conformed whether it is real substantial Company and details of the same shall be furnished.
  - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
  - 2.1.3 Confirmation of the Tenderer that the commission/remuneration if any, payable to his agents/ representatives in India, is to be paid by 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 THOROUGH 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.