

KOLKATA PORT TRUST HALDIA DOCK COMPLEX

"CORRIGENDUM -3"

Tender No. Admn/S/36M/2019-21

E-tender No. KoPT/Haldia Dock Complex/Admn. Div/10/18-19/ET/333

Subject of the Tender: Hiring of Armed & Unarmed Security Personnel for Security and Surveillance at different areas (as per tender BOQ) under Haldia Dock Complex, Kolkata Port Trust.

NOTE:

1. Details of the Corrigendum may be seen in the websites of MSTC Ltd. & Kolkata Port Trust (www.mstcecommerce.com & www.kolcataporttrust.gov.in).
2. This "Corrigendum - 3" should be read in conjunction with the Tender Document issued vide Tender No. Admn/S/36M/2019-21 and E Tender No. KoPT/Haldia Dock Complex/Admn. Div/10/18-19/ET/333.
3. Consequential changes, arising out of this "Corrigendum -3", will be deemed to have been effected, even if the same were not incorporated specifically in the Tender Document.
4. One set of this "Corrigendum -3" alongwith previous Corrigendum/Addendum, shall have to be submitted along with the Techno Commercial Offer (with each page of it duly signed and stamped, as token of acceptance).
5. All other terms and conditions of the Tender Document will remain unchanged.

KOLKATA PORT TRUST HALDIA DOCK COMPLEX

Tender No. Admn/S/36M/2019-21

E-tender No. KoPT/Haldia Dock Complex/Admn. Div/10/18-19/ET/333

CORRIGENDUM

A. Revised date of submission of tender.

Reference	As per previously issued Addendum	Further revised date.
Addendum Annex-II Clause: i	Last date of submission of EMD & Bid Document fee. 30.06.2019 up to 1400 hours	Last date of submission of EMD & Bid Document fee. 01.07.2019 up to 1400 hours.
Addendum Annex-II Clause: l	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid. 30.06.2019 up to 1500 hours	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid 01.07.2019 up to 1500 hours.
Addendum Annex-II Clause: m	Date & time of opening of Part-I (i.e. Techno-Commercial Bid). 30.06.2019 after 1530 hours Date of opening of Part II (i.e. Price Bid) shall be informed separately.	Date & time of opening of Part-I (i.e. Techno-Commercial Bid). 01.07.2019 after 1530 hours. Date of opening of Part II (i.e. Price Bid) shall be informed separately.

B. Inclusion of additional Clause in respect of integrity Pact as Clause No. 32 to the Tender Document which reads as:

32. INTEGRITY PACT:

The selected bidder will have to enter into an Integrity Pact with the Port as per format enclosed at **Annexure-VIII**. (On Non Judicial Stamp Paper of Rs. 50/-). All blank spaces to be filled in as appropriate. At present for implementation of Integrity Pact, Ms. Bulbul Sen, IRS (Retd.) & Shri Subhashish Sarkar; IPoS (Retd.), have been appointed by KoPT as Independent External Monitor (IEM) and their contact details are available in the Kolkata Port website – www.kolkataporttrust.gov.in.

However, Kolkata Port Trust reserves the right to change the Independent External Monitor (IEM) which will be intimated to the bidder accordingly.

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 compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

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

NOW, THEREFORE,

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

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

Section 1 Commitments of the Principal/ Employer.

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

- a. No employee of the Principal, personally or THROUGH family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information THROUGH which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2). If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption (PC) Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

- e. The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2). The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4-Compensation for damages

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

Section 5-Previous transgression

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

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

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

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

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

Section 8 (a) Role of Independent External Monitor (IEM):

- (a) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- (b) The Monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the Documents relating to the contract.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Kolkata Port Trust.
- (e) The BIDDER/ CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract Documentation of the PRINCIPAL including that provided by the BIDDER/ CONTRACTOR. The 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 8 (b) Details of Independent External Monitor (IEM):

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

(For & on behalf of the Principal)

(For & on behalf of bidder/Contractor)

(Office Seal)

(Office Seal)

Place :

Date :

Witness 1:

Witness 2:

(Name & Address)
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(Name & Address)
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