



कोलकाता पत्तन न्यास KOLKATA PORT TRUST

सिविल इंजीनियरिंग विभाग / Civil Engineering Department
१५, स्ट्रैंड रोड, कोलकाता- 700001/15, Strand Road, Kolkata- 700001
मुख्य अभियंता का कार्यालय / Office of the Chief Engineer.



FAX No.033-2230-0413
E-Mail calport@vsnl.com

EPBX No.033-2230-3451
Website- www.kolkataporttrust.gov.in

No. KOPT/KDS/CIV / ENV/ T/ EMS-64 /39 /1636

Dated: 02.01.2014

Tender Notice No.: KOPT/KDS/CIV/ENV/T/EMS-64/ 39Dt. 02.01.2014

Name of Work: Bid for Preparation of Report on Environmental Management Monitoring Plan (EMMP) for Kolkata Port Trust (KDS & HDC) including collection of base data and approval of the same from Board of Trustees of Kolkata Port Trust followed by Ministry of Shipping, Govt of India.

Earnest Money: **₹ 20,000/-**

Cost of Tender Papers: **₹ 1500/- (Non refundable)**

Time of completion: **04 (Four) Months**

Pre bid meeting : **16.01.2014 at 3.00 P.M.**
(Chamber of D.C.E-IV, 15 Strand Road, Kol-1)

Last date of purchase of Tender documents: **27.01.2014 (up to 12 Noon)**

Last date of Submission: **28.01.2014 up to 3 P.M.** at Chief Engineer's office
Details may be obtained from Kolkata Port Trust
website: **www.kolkataporttrust.gov.in** and in Govt.
of India website: **www.eprocure.gov.in**

Date of opening of tender: **28.01.2014 shortly after 3 P.M.** at Chief Engineer's office.

Tender Authority : **Chief Engineer, Kolkata Port Trust**
15, Strand Road, Kolkata-700 001.

Sd/-

मुख्य अभियंता / Chief Engineer

कोलकाता पत्तन न्यास
Kolkata Port Trust
सिविल इंजीनियरिंग विभाग
CIVIL ENGINEERING DEPARTMENT
15, स्ट्रैंड रोड, कोलकाता -700001
15, Strand Road, Kolkata - 700001

NIT No.: KOPT/KDS/CIV/ENV/T/EMS-64/39 Dt.02.01.2014

NOTE: Last Date of Purchase of tender documents on 27.01.14 (up to 12 noon)

Tender is due for submission by 3:00 P.M.
On 28.01.14

PRICE BID

Bid for Preparation of Report on Environmental Management Monitoring Plan(EMMP) for Kolkata Port Trust (KDS & HDC) and approval of the same from Board of Trustees of Kolkata Port Trust followed by Ministry of Shipping, Govt of India.

Dated :
15, Strand Road,
Kolkata- 700 001

ए .के. मेहेरा / A.K. Mehera
मुख्य अभियंता / Chief Engineer

कोलकाता पोर्ट ट्रस्ट
Kolkata Port Trust
सिविल इंजीनियरिंग विभाग
CIVIL ENGINEERING DEPARTMENT

Bid for Preparation of Report on Environmental Management Monitoring Plan (EMMP) for Kolkata Port Trust (KDS & HDC) including collection of base data and approval of the same from Board of Trustees of Kolkata Port Trust followed by Ministry of Shipping, Govt of India.

PREAMBLE TO THE BILL OF QUANTITIES

1. The Bill of Quantities shall be read in conjunction with Special Conditions of Contract, Preamble to the Bill of Quantities, General Conditions of Contract, Form of Bid and the Agreement.
2. General direction and description of work or materials given elsewhere in the contract documents are not necessarily repeated in the description of items in the Bill of Quantities.
3. The Prices and rates entered by the Contractor in the Bill of Quantities shall be deemed to cover the complete and finished work, inter-alia, all costs and expenses which may be required for successful completion of the works together with all risks, liabilities, contingencies, insurance, octroi, royalties, taxes and obligations imposed or implied by the Contractor.
4. Where separate items such as mobilisation, demobilisation, temporary works etc., have not been provided in the Bill of Quantities for works required under the Contract, then the cost of such works shall be deemed to have been included in the prices and rates of other items.
5. Without affecting the generality of the foregoing provisions, the Prices and rates entered in the Bill of Quantities by the Contractor shall include inter-alia, all costs and expenses involved in or arising out of the followings:-
 - a) The provision, storage, transport, handling, use, distribution and maintenance of all materials, plants, equipment machineries and tools including all costs, charges dues demurrages or other outlays involved in the transportation.
 - b) The provision and maintenance of all his staff and labours and their payments, accommodation, transport, taxes and other requirements.
 - c) Setting out including the location and preservation of survey markers, measurement and supervision.
 - d) The provision, storage, transport, use handling, distribution and maintenance of consumable stores, fuel, water and electricity.
 - e) All First Aid, Welfare and safety requirements.
 - f) Damage caused to the works, plants, materials and consumable stores caused by weather.
 - g) Licence, fees and other charges for compliance of Government Acts and Rules that are in force and applicable.
6. The Consultant should be held responsible for the safe custody of equipments, materials etc. at site procured by him or issued to him by the Trustees.

.....

कोलकाता पत्तन न्यास
Kolkata Port Trust
सिविल इंजीनियरिंग विभाग
CIVIL ENGINEERING DEPARTMENT

Bid for Preparation of Report on Environmental Management Monitoring Plan (EMMP) for Kolkata Port Trust (KDS & HDC) including collection of base data and approval of the same from Board of Trustees of Kolkata Port Trust followed by Ministry of Shipping, Govt of India.

BILL OF QUANTITIES

| T.I. No. | Description of works (Payment to be released after completion of the work) | Quantity | Rate | Unit | Amount |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------|--------|
| | | | Rs. | P. | Rs. P. |
| 1. | <p>1.a) Collection of all base data for preparation of EMMP .The data shall be collected for the three main operations zone in the port viz.</p> <p>i) Cargo handling at berths ,ii) Stacking and handling of cargo at yards & iii) Evacuation of cargo in addition to the three zones other zones required to cover for proper preparation of EMMP are also be included .</p> <p>1b) Preparation of report on EMMP .The report should consider the followings:-</p> <p>i) Identification of sources of pollution and give detailed plan for those, giving detailed monitoring scheme for those as per applicable Central Pollution Control Board's specifications.</p> <p>Suggest Corrective and preventive actions for the non conformities found during the monitoring.</p> <p>ii) Implementation of CRZ notification and land use planning.</p> <p>iii) Legal compliance addressing the applicable National-Central and State level laws and regulations, IMO regulations and International laws and treaties.</p> <p>iv) Reduction in Green House Gas emission, uses of renewable energy etc.</p> <p>v) Other environmental initiatives in addition to the above measures like Community support, training and awareness.</p> <p>vi)</p> <p>The Kolkata port's(<u>Kolkata Dock system & Haldia Dock Complex</u>) EMMP shall be prepared keeping in view the following tree main operations zone in a port :</p> | | | | |

| | | | | |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| | <ul style="list-style-type: none"> ✓ Cargo handling at berths ✓ Stacking and handling of cargo at yards ✓ Evacuation of cargo <p>The EMMP shall be structured on following pillars:</p> <p>Identification of sources of pollution and monitoring them as per applicable Central Pollution Control Board's specifications.</p> <p>Corrective and preventive actions for the non conformities found during the monitoring.</p> <ul style="list-style-type: none"> i. Implementation of CRZ notification and land use planning. ii. Monitoring major developmental projects like berth constructions, reclamation, dredging etc., as per the project EMP. iii. Legal compliance addressing the applicable National-Central and State level laws and regulations, IMO regulations and International laws and treaties. iv. Reduction in Green House Gas emission, uses of renewable energy etc. v. Other environmental initiatives in addition to the above measures like Community support, training and awareness. <p><u>Important aspects in the EMMP</u></p> <ul style="list-style-type: none"> i) Climate change – Emissions to air. ii) Marine water pollution. iii) Biodiversity impacts – Marine ecology. iv) Handling of hazardous waste and oil spills. v) Waste disposal management. vi) Regulatory/Legal compliance. vii) Implementation of the CRZ notifications. viii) Maintenance and improvement of green cover. ix) Green initiatives and community support. x) Conservations of natural resources including use of renewable energy. xi) Awareness and training. <p><u>The Consultant should include following as a part of EMMP</u></p> <ul style="list-style-type: none"> i) Environment Management System ii) Pollution Prevention Plan. iii) Waste Management Plan. iv) Oil Spill Response Plan. | | | |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|

| | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| <p>v) Fire Safety and Emergency Plan. vi) Bird and rodent Management Plan. vii) Social Management Plan. viii) Community Security Management Plan.</p> <p>Environment Management System includes Environment Policy, Planning of operations, practices, measurement of environment indicators, management review and continuous improvement in the environmental impact.</p> <p>Pollution Prevention Plan includes:</p> <p>Fuel storage and handling Protection of surface and ground waters Preventing marine pollution Controlling dust and other emissions to air Controlling noise</p> <p>Waste Disposal Management Plan WMP focuses on disposal of the waste impacting the health risk, operation risk by adhering to the regulated norms of disposal</p> <p>Oil Spill Response Plan Will formulate the documents, responsibilities, procedures and the methods of response.</p> <p>Fire Safety and Emergency Plan Should include components of fire safety and emergency plan with clear guidelines and actions to be taken along with details of emergency response team.</p> <p>Social Management Plan SCM will maintain a positive relationship with the society by taking green initiatives to have a negative social impact.</p> <p>Community Security Management Plan Outlines the safety of the community and emergency plan in case of major hazardous occurrence.</p> <p><u>Green Port Initiatives as a part of EMMP</u></p> <p>The EMMP should act as a framework for the Kolkata port to acquire “Green Port” status. The port has to take up following major measures as long term targets, to become a “Green Poprt”.</p> | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|

| | | | | |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| | <p>Cold Ironing – Onshore power supply to the ships is a good option to reduce air emission in the port area. The ships berthed at the Port uses diesel for power generation during the stay. The use of diesel causes air pollution in the Port area by releasing SO₂, NOX, CO₂, etc., which are greenhouse gases (GHG) and add to global warming. Giving electrical supply to the ships during their stay at berth for use will reduce the diesel consumption and will help to minimize the pollution at the port.</p> <p>Usage Of Renewable Energy – Renewable energy such as wind, solar and wave shall be introduced as an alternate energy supply for the Port operations. For the port's operations and other administrative uses wind energy can be preferred. Solar power can be used for street lights, navigational aids, and building uses.</p> <p>Encourage Green Carriers – In order to reduce air pollution by the trucks, tractor-trailers and light commercial vehicles running within the port, and to encourage use of CNG, a dedicated gate entry should be facilitated for vehicles operating on CNG. Similarly, ports can consider granting priority berthing to ships using clean fuel.</p> <p>Ballast Water management: Reception and treatment facilities to the Ballast water being released in the Port's water can be an initiative. Implementation of Ballast Water Convention of IMP (after ratification by the Government) is also can be a Green Port initiative.</p> <p>Ministry of Shipping is contemplating a scheme for financial support for Green initiatives taken up by the port. As and when the scheme is implemented, financial support will be extended to the ports for the various activities identified in the EMMP.</p> | | | |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|

Total Bid Amount: Rs.

B. F. From Page No. – 2

Total Bid Amount = Rs.

Total bid amount (in words.....

.....

.....

Maximum number of workmen likely to be engaged in a day's work..... numbers

Permanent Income Tax A/C.No... ..

Date:

(Signature of Tenderer)

[Total amount of tender, completion time and preliminary time
as quoted / stated above are to be carried over to Form of Tender
attached]

कोलकाता पत्तन न्यास के न्यासी बोर्ड
THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

निविदा फार्म / FORM OF TENDER

CONTRACT NO. _____.

The Chief Engineer,
Kolkata Port Trust,
Kolkata- 700001.

I/We _____

of _____

having examined the site of works, inspected the Drawings and read the Specifications, General & Special Conditions of Contract and Conditions of Bid, 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 **04 (Four)** months (including preliminary time) 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 there to which may be necessary to give effect to the acceptance of the Tender and incorporating such specification, Bill of Quantities, Drawings and Special & General Conditions of Contract and I/We hereby agree that until such Contract Agreement is executed the said Specifications, Bill of Quantities, Conditions of Contract and the Bid, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the contract.

THE TOTAL AMOUNT OF BID Rs.

(Rupees in words).....
.....

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

I/We have deposited with KOLKATA PORT TRUST, a sum of _____vide Pay Order/Demand Draft No.....dt.....of.....(name of Bank) as Earnest Money.

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

Signature of Bidder
(Seal of the Bidder)

Witness :

Signature _____

Name _____
(In Block Letters)

Name of the _____
Tenderer :

Address: _____

_____ Dated: _____

_____ Address: _____

Occupation: _____

कोलकाता पत्तन न्यास

Kolkata Port Trust

सिविल इंजीनियरिंग विभाग

CIVIL ENGINEERING DEPARTMENT

15, स्ट्रैंड रोड, कोलकाता - 700001

15, Strand Road, Kolkata - 700001

NIT No.: KOPT/KDS/CIV/ENV/T/EMS-64/39 Dt.02.01.2014

NOTE: Last Date of Purchase of Bid
documents : 27.01.2014 (up to 12 noon)
Tender is due for submission by 3:00 P.M.
On 28.01.2014

Techno commercial Bid

Bid for Preparation of Report on Environmental Management Monitoring Plan (EMMP) for Kolkata Port Trust covering Kolkata Dock System (KDS) & Haldia Dock complex (HDC) including collection of base data and approval of the same from Board of Trustees of Kolkata Port Trust followed by Ministry of Shipping, Govt of India.

Dated :

15, Strand Road,

Kolkata- 700 001.

ए .के. मेहरा / A.K. Mehera

मुख्य अभियंता / Chief Engineer

Kolkata Port Trust
सिविल इंजीनियरिंग विभाग
CIVIL ENGINEERING DEPARTMENT

No.: KOPT/KDS/CIV/ENV/T/EMS-64/39

Dated: 02/01/ 2014

NIT No.: KOPT/KDS/CIV/ENV/T/EMS-64/39 Dt.2.01.2014

Name of the Work: Bid for Preparation of Report on Environmental Management Monitoring Plan (EMMP) for Kolkata Port Trust covering Kolkata Dock System (KDS) & Haldia Dock complex (HDC) including collection of base data and approval of the same from Board of Trustees of Kolkata Port Trust *followed by Ministry of Shipping, Govt of India.*

Sealed offers are invited from bonafide, resourceful, experienced and as per following pre-qualification criteria in accordance with this notice inviting tender, General Condition of Contract, enclosed instruction to the consultant, Special Condition of Contract and Bill of Quantities for the above stated work.

1. **Introduction:** Kolkata Port Trust has taken a decision to prepare a report on Environmental Management & Monitoring Plan for Kolkata Port trust covering KDS & HDC.
2. **Area to be studied for Report Preparation:** Entire Port Jurisdiction of Kolkata Port covering Kolkata Dock System & Haldia Dock complex.
3. **Pre-Qualification Criteria:**
 - A) **Bidder should have successfully completed similar work of Preparation of Report on Environmental Management & Monitoring Plan(EMMP) for port including collection of base data/ or similar work related to any infrastructure projects during last 7 (seven) years ending last day of month previous to the one in which applications are invited should be either of the following:**
 - i) Three similar completed works each costing not less than the amount equal to 40% of the amount quoted by the consultant.
 - ii) Two similar completed works each costing not less than the amount equal to 50% of the amount quoted by the consultant.
 - iii) One similar completed work costing not less than the amount equal to 80% of the amount quoted by the consultant.
 - B) An average annual financial turnover of the intending bidder during the last three years ending 31st March of the previous financial year should be at the 30% of the amount quoted by the consultant.
 - C) Work experience as a sub-consultant shall not be considered as the requisite qualification.
 - D) The consultant shall have studied similar type of work for last 7 years.
 - E) The consultant must have Branch/Zonal office in /around Kolkata.

Condition of the Bid

4. Each bidder shall have to deposit a sum of **Rs. 20,000/=(Rupees twenty thousand)** only as earnest money in the form of bankers cheque/demand draft/pay order drawn in favour of Kolkata Port Trust on any scheduled bank payable at Kolkata without which no offer will be considered. The banker's cheque/demand draft/ pay order should be submitted together with sealed bid in a separate envelope. Only those bids submitted along with the earnest money shall be opened.
5. The amount of Earnest Money will be refunded or released to the unsuccessful Bidder without interest, after the selection of a successful Bidder and in the case of the successful Bidder this amount will be adjusted against the Security Deposit. If any Bidder withdraws their bid before 4(four) months from the date of opening of the bid (techno-commercial bid), the Earnest Money Deposit will be forfeited by the Trustees.
6. It is impressed upon the bidder that their bid should be based on the Conditions stipulated in the bid document and that the bidder should not stipulate his own condition in deviation thereof, as apart from the likelihood of vitiating the bid, such deviations will lead to non-uniformity of bids and it will be difficult to make assessment of the correct value of the bids for purposes of comparison. In that event bid may be considered incomplete and may be rejected.
7. The bidder must fill in Schedule 'O' with full particulars of similar works carried out by them previously and submit in Schedule 'T' the details of technical set up of the Company and the technical Personnel who should be looking after the works.
8. The bidder shall include in their prices sums payable as Taxes Particularly, VAT, and Royalty or otherwise to the Government or Public Bodies or Individual and such taxes shall not be an extra charge payable by the Trustees'. The offered rate/amount should be all inclusive rates.
9. As KoPT is not a Registered Body Corporate, it is not liable to pay service tax under "Reverse Charge Mechanism" as per Service Tax Law. The service provider is liable to recover service tax as applicable. However the consultant is liable to pay the service tax element at applicable Govt. rate from the bill for recovery against L.D, damage, penalty, land rent, electricity charges etc. same will be deducted from his bill when sent to finance department for payment.
10. A(i) All intending Bidder at the time of bid shall disclose all necessary documents as to whether they are covered under ESI Act or not.

ii) In case they are covered under ESI Act they have to furnish the details of registration, failing which their bid would be liable to be cancelled.

iii) In case they are not covered under ESI Act or exempted, they would furnish necessary documents along with an affidavit in original affirmed before a first class Judicial Magistrate in a Non-Judicial Stamp Paper worth Rs. 10.00 to that effect as per enclosed KoPT approved format. (Format of affidavit is enclosed at the end of the techno-commercial Bid).

iv) Regarding submission of Affidavit, the stamp paper should be either in the name of the bidder or with name of the Advocate who has signed in the Affidavit. The bidder may purchase stamp-paper prior to the publication of tender but the Affidavit must be sworn after the date of hoisting/publication of NIT.

- v) In case they are not covered under ESI Act they must additionally indemnify KoPT against all damages & accident occurring to his labour in a non-judicial stamp papers worth Rs. 50.00. (Format of indemnity Bond is enclosed at the end of the techno-commercial Bid).
11. The intending bidder should submit performance certificate/credential of works as per the enclosed Proforma of Ko.PT. (Format of performance certificate/credential of works is enclosed at the end of the techno-commercial Bid).
 12. The bidder shall submit certified copy of the Certificates of VAT Registration No. and also declare their Permanent Income Tax Account No. in the last page of the B.O.Q.
 13. The successful bidder shall be required to execute a Contract Agreement to be prepared in the form annexed to the General Conditions of Contract together with such modifications as may be necessary within a month from the date of placement of Work Order. They are required to submit 6(six) Copies of all documents, correspondence and connected papers etc., as detailed in the Form of Contract Agreement prepared on Non-Judicial Stamped Paper of requisite denominations all at his own cost.
 14. The bids[Both Techno Commercial Bid & Price Bid] shall be submitted in sealed covers superscribed the name of work to the Chief Engineer's Office, Kolkata Port Trust, 15, Strand Road, Kolkata- 700 001(India) by **3.00 P.M. on 28.01.2014**. After that no bid will be accepted. Last date of purchase of Tender documents on **27.01.2014 [up to 12 Noon]**.
 15. Among the duly submitted proper bids in which only Techno Commercial Bid would be opened at the office of the undersigned shortly after **3 P.M. on 28.01.2014**. Date of opening of the Price Bid of the prequalified bidder will be intimated later on. If any bidder or their duly authorised representative wishes to be present at the time of opening of the bids, they may do so. In the event of any unforeseen circumstances such as Natural Calamities, Strikes, Bandhs, Holidays etc. on that day, the bids may be submitted by 3 P.M. on next working day to be opened shortly thereafter.
 16. The undersigned does not bind to accept the lowest or any offer and reserves the right to accept any bid either in part or as a whole and to reject any bid without assigning any reason whatsoever.
 17. Bid documents shall be issued from the office of the Chief Engineer at 15, Strand Road, Kolkata-700 001. The bidder shall have to deposit with the Trustees' Financial Adviser & Chief Accounts Officer at 15, Strand Road, Kolkata-700 001 a sum of **Rs.1500/-** [Non-refundable] towards cost of Bid documents.
 18. Bidder may also submit the bid getting down loaded from the Web site of Kolkata Port Trust. In that case the bidding party shall have to pay the amount of Rs. **1500/-** [Non-refundable] towards the cost of bid document by draft or Bankers' Cheque drawn in favour of "KOLKATA PORT TRUST" at the time of submission of bid documents.
 19. The bidder shall be submitted in one sealed envelope superscribing the name of the work which shall contain three sealed envelopes, Marked –A, Marked-B and Marked -C stating clearly in the top envelope that envelope contains three envelopes Marked –A, B and C separately in sealed condition.
 20. If the offers are not received according to the instructions detailed here above, they shall be liable for rejection. The corrections and remarks shall be either type-written or must be in ink and duly authenticated.
 21. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements and their EMD will be forfeited for such action.
 22. Once a Bid is submitted, it will not be allowed to revise even if the date of submission is extended.

Mode of submission of Bid

23. The complete bid documents duly signed by the authorised representative of the Consultant have to be submitted in 3 (three) sealed covers in the following manners:-

i) The sealed envelope marked-A shall contain

- a) Demand draft /pay order against earnest money deposit in original and T.R/ money receipt/ demand draft/pay order towards cost of tender documents.
- b) If downloaded from website demand draft/pay order against money receipt in original and demand draft/pay order towards cost of the tender documents.

ii) Sealed envelope marked-B shall contain.

- a) The tender documents duly signed and sealed on every page on duly filled in scheduled-T & Scheduled-O of the bid documents without any price bid therein.
- b) The General Condition of Contract of KoPT duly signed and sealed on every page.
- c) Certified copies of the documents in support of experience/performance certificate/credential of works as stated in pre-qualification criteria vide clause No.3A and 11 above.
- d) Certified copies of PAN Card.
- e) Certified copies of certificate of VAT registration number.
- f) Certified copies of ESI registration certificates or the original copy of the affidavit and the indemnity bond as per Clause-10 above.
- g) Last three years balance sheet and profit and loss account in support of annual financial turn over as per Clause 3B above.

iii). Sealed envelope marked – C:

- a) Preamble to Bill of Quantities.
- b) The Bill of Quantities duly filled in .
- c) Form of tender duly filled in as enclosed in the bid document.
- d) All the pages of price bid shall be duly signed and sealed.

Enclo: Instructions to Tenderer, Scope of Work & Special Conditions of Contract, Schedule 'O' and Schedule 'T' Format of Indemnity Bond, **Format** of Affidavit. Preamble to Bill of Quantities and Bill of Quantities, Form of Tender.

ए .के. मेहरा / **A.K. Mehera**

मुख्य अभियंता / Chief Engineer

कोलकाता पत्तन न्यास
Kolkata Port Trust
सिविल इंजीनियरिंग विभाग
CIVIL ENGINEERING DEPARTMENT

Bid for Preparation of Report on Environmental Management Monitoring Plan(EMMP) for Kolkata Port Trust (KDS & HDC) including collection of base data and approval of the same from Board of Trustees of Kolkata Port Trust followed by Ministry of Shipping, Govt of India.

INSTRUCTION TO BIDDERS

- 1 The subject work is required to be carried out with high degree of precision, in collection of field Data, analysis of Data, interpretation of the Data and preparation of report, submission of the report to the appropriate authority in consultation with the Engineer of the work or with his representative. Giving presentation and clarification to the authority at their offices (No separate payment will be made to the selected consultant for such visit).The bidders are, therefore, required to go through all the provisions of the bid documents including **Special Conditions / Instructions and Bill of Quantities** before filling the bid. In the event of contradiction between either of the two documents; **Special Conditions** will supersede **General Conditions** and **Bill of Quantities** shall supersede **General Specification**.
2. The bidders shall inspect the site and its neighbourhood and acquaint themselves with actual working condition. Accessibility of the site, source of water and electricity, available working space etc., should be investigated before submitting the tender. All such factors having likely bearing on rates and progress of the work involved should be taken into consideration while submitting the bid. No claim for any extra payment will be considered by reason of any difficulty, which may arise during the progress of this work, which in the opinion of the Engineer could have been foreseen. For such inspection, he may contact the Dy. CE-IV/OSD (Env) at their office at 15 Strand Road, Kolkata-700001 during office hours.
3. Bidders' attention is drawn to **Clause 3.4, 3.5, 3.6** of the **General Conditions of Contract** regarding **Earnest Money** and **Security Deposit** prescribed in the tender and **Clause 8.0** regarding **Delay/ Extension of time/ Liquidated Damage/ Termination of Contract**.
4. The bid/ Offer shall be valid for acceptance for a period of **4 (four) months** from the date of opening of the tender (techno-commercial bid).
5. The Engineer reserves the right to delete any item of work or introduce any new item during execution of work, in the tender, if required to be done to complete the work envisaged. The Engineer also reserves the right to delete and / or modify any **Technical Specification** or introduce any new modification for any particular item of work or for the scheme as a whole during execution of work.

6. The bidder is to work out his rates taking into account the full details of works.

7. The tenderer must fill in the **Form of Tender**.

8. Taxes and Duties:

The rate quoted by the bidder should be considered to complete the work in all respect and should include all taxes, octroi, surcharge etc. payable to Government or any other concern (excluding service tax) and no extra payment, whatsoever will be entertained by the Trustees' under any circumstances

9. Rate for payment against extra Items:

For any unforeseen work not covered under the Bill of Quantities and Condition of Contract, depending on contingent situation at site, if required for successful completion of the work, extra items have to be carried out by the Contractor. If those items are already available in Trustees' Schedule of rate, payment will be made on the basis of Trustees' Schedule of rate; otherwise,

- (i) The rate of payment of work involving labour & material shall be fixed on the following basis.
 - a) Cost of materials consumed including transport and wastage, plus
 - b) Cost of labour actually engaged in the works, plus.
 - c) Taxes and Duties as applicable, plus
 - d) 16 % on the aggregate of (a) and (b) towards overhead, profit and cess.
- (ii) For any work involving only labour, rate of payment shall be fixed on cost of labour actually engaged in the work plus 11 % towards profit and cess.
- (iii) For only supply of any material at site, rate of payment shall be fixed on actual cost of material plus transport, loading & unloading (if any) plus 11 % towards profit and cess.

10. Working Period:

As the work is urgent in nature, the work may be carried out round the clock, if necessary, including on Sundays and Holidays with prior permission of the Engineer –in Charge without any extra cost.

11. Time of Completion:

The work is required to be completed within **4 (four) months** from the date of placement of Work order/ LOI.

12. Escalation:

No escalation variations on the prices of **labour, materials** will be entertained and thus the rate should be quoted with due consideration of the same.

13. Suspension of Work / Idle time:

The matter shall be decided by the **Clauses** as stipulated in **General Conditions of Contract vide** Clause No.5.11 and other relevant Clauses in this respect. No idle charges on any account like labour and establishment whatsoever due to any reason thereof will be entertained by the Trustees.

14. On A/C. Payments:

Bidders' attention is drawn to Clause 6 of the General Conditions of Contract on the relevant subject. The Engineer shall hold sole discretion as regards to release of on A/C. Payment.

15. The successful Bidder will be required to comply with the relevant provisions of Regulation of Employment and Conditions of Service Act.1996 and 2004 and the rules framed there under.

16. Statutory deductions will also be made as applicable at the time of payment.

17. If there is any disparity between the quoted rate in figures and in words, the rate quoted in words shall prevail.

18. While quoting the rate it should be noted that the bidder should on no account overwrite the figures. Any necessary correction should be made by cancelling the original figures and writing the corrected figures on the top. All such corrections should be initialled by the bidder. If the figures are tampered with, the bid shall be rejected.

19. Bidder shall not use 'White Ink' for correction at any place of the bid paper.

20. Non-conformation to the instruction at Point No. 19 above shall be treated as non-responsive and hence, may disqualify the bid.

21. Submission of required documents with tender offer:-

(i) The bidders should furnish documents regarding experience criteria and turnover criteria as per **clause 3 of NIT** along with the bid offer, failing which the offer shall be considered as non-responsive.

(ii) When the bid is opened between April to June of any year and the bidder is unable to submit audited accounts of the previous year i.e. latest financial year, the bidder may submit audited accounts of the financial year previous to the latest financial year.

(iii) In case tender is opened after June of any year and the bidder is unable to submit audited accounts of the previous year i.e. latest financial year, the bidder may submit a certificate of turnover issued by the statutory auditor of the company / firm for the latest financial year.

(iv) In case a bidder is unable to submit other documents required as per clause 8,10,11 & 12 of NIT along with the tender offer, the bidder should state it clearly on the checklist and submit the same within 15(fifteen) days from date of opening of tender, failing which the offer shall be considered as non-responsive.

(v) Any terms / conditions mentioned by any tenderer which is not in conformity with the tender conditions shall have to be withdrawn within 15(fifteen) days from date of opening of tender, failing which the offer shall be considered as non-responsive.

(vi) In case a bidder submits valid Professional tax Clearance Certificate / Challan valid for the last completed financial year and not the current one and if he is awarded the contract then it will be the contractor's responsibility to comply with the requirements of the concerned authority during the entire tenure of the contract.

22. Clarification of Bids:

A pre-bid meeting will be held after submission of the tender documents, except price bid part, to clarify all the points those may arise in connection with this work. The tenderer are requested to submit the price bid only after the Pre-bid meeting.

To assist in the examination and comparison of bids, the Employer may, at his discretion, ask any Bidder for clarification of their Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to conform the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders.

No Bidder shall contact the Employer on any matter relating to their Bid from the time of the Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Employer, they should do so in writing.

Any effort by the Bidder to influence the Employer's Bid evaluation, Bid comparison or contract award decisions, may result in the rejection of his Bid all together.

कोलकाता पत्तन न्यास
Kolkata Port Trust
सिविल इंजीनियरिंग विभाग
CIVIL ENGINEERING DEPARTMENT

Bid for Preparation of Report on Environmental Management Monitoring Plan(EMMP) for Kolkata Port Trust (KDS & HDC) including collection of base data and approval of the same from Board of Trustees of Kolkata Port Trust followed by Ministry of Shipping, Govt of India.

SCOPE OF WORK FOR Environment Management & Monitoring Plan (EMMP) for the Kolkata Port covering Kolkata Dock System(KDS) & Haldia Dock Complex (HDC).

1. Introduction

Result Frame Work Document (RFD) of Kolkata Ports for the year 2013-14 has been approved by the competent authority and one of the success indicators in RFD is for preparation of Environment Management and Monitoring Plan (EMMP) by each port.

Ports from all over the world are committed to the protection of environment, as it is an indispensable factor for sustainable economic growth. Ports have taken steps and endeavour to become clean, green and environment friendly. Environmental issues including the hazardous and noxious substances in a port, prevention of air, water and soil pollution, treatment of harmful aquatic organism in ballast water, etc. are being addressed and tackled by the posts. Ports have also been given responsibility to adopt greener practices to make them as “Green Ports”.

With the above objectives in hand, Ministry of Shipping, Government of India desired that all ports including Kolkata Ports should prepare their Environmental Management and Monitoring Plan (EMMP) which should comprehensively cover the various aspects of environmental measures, Green Port measures as well as sustainability issues.

2. Cargo handling at ports and its impact on Port’s environment

Kolkata ports mainly handle containerized cargo, dry bulk like food grain, timber and dusty/dirty cargo like coal, iron ore, china clay, cement, fertiliser, fertiliser raw material etc., ro-ro-cargo, other break bulk and liquid cargo including POL, chemicals and hazardous cargo. The cargo is stored at the port for transitory period and then evacuated to the destinations through rail road or pipelines.

These port related activities mainly affect the quality of the ambient air, marine water, marine ecology, quality of soil and ground water and noise level. The allied activities like movement of ships and port crafts in the port waters, release of ballast water and sediment are also the sources of pollution.

Hence the port operations shall protect the community and promote sustainability by employing best available technologies to avoid/reduce environmental impact. The port authority should interact and educate the community regarding Port's environmental program.

3. EMMP & its Objectives

EMMP is an effective tool to work on micro level to identify and address the various effects of the port operations on the environment. The EMMP helps and assists in ensuring the preparation of report as per the commitments made.

The main objective of preparation and implementation of the EMMP is to have an integration of strategies and management policies to minimize environmental disruption due to port cargo handling, storage and evacuation. The Port authorities should ensure that the cargo handling operations and other allied activities should not degrade the quality of the environment beyond the accepted regulatory standards / norms and to adopt the necessary mitigation measures for keeping the pollution within the specified limits. The port should obtain ISO-14001-2004 certification for the Environment Management System (EMS). The port's integrated Management System, policy and objectives should give weightage to environmental concerns. Ultimately EMMP acts as a comprehensive manual for environmental protections, reduction in Green House Gas emission in the Port's environment and finely drives towards changing the Kolkata Ports as "Green Ports".

4. Coverage of the EMMP for Kolkata Port (Kolkata Dock system & Haldia Dock Complex)

The Kolkata port's EMMP shall be prepared keeping in view the following tree main operations zone in a port:

- ✓ Cargo handling at berths
- ✓ Stacking and handling of cargo at yards
- ✓ Evacuation of cargo

The EMMP shall be structured on following pillars:

- i. Identification of sources of pollution and monitoring them as per applicable Central Pollution Control Board's specifications.
- ii. Corrective and preventive actions for the non conformities found during the monitoring.
- iii. Implementation of CRZ notification and land use planning.
- iv. Monitoring major developmental projects like berth constructions, reclamation, dredging etc., as per the project EMP.
- v. Legal compliance addressing the applicable National-Central and State level laws and regulations, IMO regulations and International laws and treaties.
- vi. Reduction in Green House Gas emission, uses of renewable energy etc.
- vii. Other environmental initiatives in addition to the above measures like Community support, training and awareness.

5. Important aspects in the EMMP

- i) Climate change – Emissions to air.
- ii) Marine water pollution.
- iii) Biodiversity impacts – Marine ecology.
- iv) Handling of hazardous waste and oil spills.
- v) Waste disposal management.
- vi) Regulatory/Legal compliance.
- vii) Implementation of the CRZ notifications.
- viii) Maintenance and improvement of green cover.

- ix) Green initiatives and community support.
- x) Conservations of natural resources including use of renewable energy.
- xi) Awareness and training.

6. The Port should include following as a part of EMMP

- i) Environment Management System
- ii) Pollution Prevention Plan.
- iii) Waste Management Plan.
- iv) Oil Spill Response Plan.
- v) Fire Safety and Emergency Plan.
- vi) Bird and rodent Management Plan.
- vii) Social Management Plan.
- viii) Community Security Management Plan.

Environment Management System includes

Environment Policy, Planning of operations, practices, measurement of environment indicators, management review and continuous improvement in the environmental impact.

Pollution Prevention Plan includes:

- Fuel storage and handling
- Protection of surface and ground waters
- Preventing marine pollution
- Controlling dust and other emissions to air
- Controlling noise

Waste Disposal Management Plan

WMP focuses on disposal of the waste impacting the health risk, operation risk by adhering to the regulated norms of disposal

Oil Spill Response Plan

Will formulate the documents, responsibilities, procedures and the methods of response.

Fire Safety and Emergency Plan

Should include components of fire safety and emergency plan with clear guidelines and actions to be taken along with details of emergency response team.

Social Management Plan

SCM will maintain a positive relationship with the society by taking green initiatives to have a negative social impact.

Community Security Management Plan

Outlines the safety of the community and emergency plan in case of major hazardous occurrence.

7. Green Port Initiatives as a part of EMMP

The EMMP should act as a framework for the Kolkata port to acquire “Green Port” status. The port has to take up following major measures as long term targets, to become a “Green Port”.

- i. **Cold Ironing** – Onshore power supply to the ships is a good option to reduce air emission in the port area. The ships berthed at the Port uses diesel for power generation during the stay. The use of diesel causes air pollution in the Port area by releasing SO₂, NO_X, CO₂, etc., which are greenhouse gases (GHG) and add to global warming. Giving electrical supply to the ships during their stay at berth for use will reduce the diesel consumption and will help to minimize the pollution at the port.
- ii. **Usage Of Renewable Energy** – Renewable energy such as wind, solar and wave shall be introduced as an alternate energy supply for the Port operations. For the port's operations and other administrative uses wind energy can be preferred. Solar power can be used for street lights, navigational aids, and building uses.
- iii. **Encourage Green Carriers** – In order to reduce air pollution by the trucks, tractor-trailers and light commercial vehicles running within the port, and to encourage use of CNG, a dedicated gate entry should be facilitated for vehicles operating on CNG. Similarly, ports can consider granting priority berthing to ships using clean fuel.
- iv. **Ballast Water management:** Reception and treatment facilities to the Ballast water being released in the Port's water can be an initiative. Implementation of Ballast Water Convention of IMP (after ratification by the Government) is also can be a Green Port initiative.

The work also includes all appurtenant works as described and set forth in **Bill of Quantities, Special Conditions of Contract, Technical Specification of works, Specification for materials & workmanship** with all additional or varied works which may thereafter be required in accordance with **Clause 7 of General Conditions of Contract** and as per direction and up to satisfaction of the Engineer.

The intending tenderer shall inspect the site of work in consultation with the Dy Chief Engineer-IV/OSD (Env) and acquaint themselves with the nature of work before preparing his bid. Their attention is drawn to **Clause No. 3.1** of the General Conditions of Contract in this regard. No excuse on ignorance as to the site conditions, availability of space for storing materials and approaches to site etc., will be entertained.

Unless otherwise specified, the work to be provided for by the consultant shall include but not be limited to the following:-

- a) Provide all materials, supervision, services, tools and plants, transportation, necessary approaches, temporary fencing and temporary lighting as required for safety and work purposes etc.
- b) Prepare and submit for review and assessment to the Engineer intermediate report as may be required by him.

कोलकाता पत्तन न्यास
Kolkata Port Trust
सिविल इंजीनियरिंग विभाग
CIVIL ENGINEERING DEPARTMENT

SPECIAL CONDITIONS OF CONTRACT

1) General :

Except where otherwise stated or approved by the Engineer, Relevant Indian Standard Specifications (latest edition) shall be complied with for the entire work. The Special Condition of Contract are part of the bid documents which must be read as a whole, the various sections being complimentary to one another and are to be taken as mutually explanatory. These conditions shall be read in conjunction with other part of tender documents, viz. General Condition of Contract, Bill of Quantities and other instructions to the Bidder herein in the Bid document forming part of the contract.

2) Project Information:

- i) Owner: **KOLKATA PORT TRUST**
- ii) Title: Bid for Preparation of Report on Environmental Management Monitoring Plan(EMMP) for Kolkata Port Trust (KDS & HDC) including collection of base data and approval of the same from Board of Trustees of Kolkata Port Trust followed by Ministry of Shipping, Govt of India.
- iii) Location: **Entire Kolkata Port Trust covering Kolkata Dock System & Haldia Dock Complex Port Boundary ,West Bengal.**

3) Work Site:

The work site is located around entire port limit of Kolkata Port Trust covering Kolkata Port Trust & Haldia Dock Complex of West Bengal. Bidder must visit the work site and its surrounding before submission of the Bid, so that due consideration is given to the local conditions at site. The intending

Bidder should contact Dy. CE-IV/OSD(Env) **at their office at 15 Strand Road ,Kolkata-700001** in order to make the site inspection along with his representative.

4) Sufficiency of Tender:

i) The drawings, report and all data / information as furnished herein or inspected and / or collected by the bidder for the purpose of the work should be properly assessed, interpolated or utilised in his offer at his own responsibility and KoPT does not guarantee sufficiency or adequacy of the data / information so supplied to him or collected or understood by the bidder.

ii) The Consultant shall be deemed to have satisfied themselves before bidding as to the correctness and sufficiency of their bid for the works and of the rates stated in the priced Bill of Quantities and the rates shall cover all their obligations under the contract and all matters and things necessary for the proper completion of the work.

iii) The essential prequalification criteria of a contract should be determined by the financial capacity and experience of the Bidder.

5) Responsibility of the Consultant for methodology of works:

i) The Consultant shall be solely responsible for the methodology and detailed working for the whole of the works, keeping in mind the site conditions and shall supply to the Engineer/Officer such particulars thereof as he may require from time to time.

ii) The Consultant shall submit within the time stipulated by the Engineer/Officer in writing, the details of actual methods that would be adopted by the Consultant for the execution of each item of the work supported by necessary details.

iii) Approval, for the Report, Drawings, if necessary should be obtained from the Engineer well in advance for each item of work. The Engineer/Officer reserves the right to suggest modifications or make concrete changes in the methods proposed by the Consultant whether accepted previously or not at any stage of the work, to obtain the desired accuracy, quality and progress of the work, which will be final and binding on the Consultant.

6) Method of Measurement:

The Consultant shall be paid on actual execution of the finished sub-item of works on the basis of their quoted rates in the priced bill of quantities.

7) Codes and Standards:

All works under this specification will be executed according to the spirit of requirement of the MoS . Whenever the details are not specifically covered in the Specifications, relevant provisions in the latest revision and / or replacements of the other Statutory Authority will be followed. The Consultant shall have to procure copies of such codes/standards for ready reference at their own cost and without any additional reimbursement.

8) Safety:

The Consultant shall follow all safety precautions for prevention of injury or accidents and safeguarding human lives and property. The Consultant shall further comply with any instruction issued by the Engineer in respect of safety, which may relate to carrying field data , working of tools, means of access or any other aspect. The Consultant shall provide all necessary first aid measures, rescue and life saving equipment, etc in proper condition, which shall be readily available for use at all times. The Consultant shall adopt all the above safety measures at their own cost.

9) Programme and Progress:

The Consultant shall submit a detailed programme of work within **7 [seven]** days from the date of Work Order / L.O.I. showing the commencement, duration and completion time of all major items of work including mobilization of workmen and instruments etc,. The sequence of work shown in the programme must be practicable and compatible with the requirement of MoS.

The Consultant shall maintain the progress of work as per the approved programme. In case of any slippage of programme the engineer may require the Consultant to augment the input of instruments, equipment, workmen he may deem fit. The Consultant shall comply with the engineer's directive in this regard, without any extra charge whatsoever.

In case of delays caused due to conditions or circumstances beyond the control of the Consultant, the delays must individually be informed to the Engineer forthwith in writing and thier acceptance in writing obtained.

10) Temporary Works:

The selected Consultant shall have to make provision for site office, site store, watching, etc. as may be necessary for the successful execution and completion of works without any extra cost to the Trustees and the rates should be quoted accordingly. No rent shall, however, be charged to the Consultant for construction/erection of such temporary sheds and structures.

11) Compliance to the Labour Laws and Contract Labour Regulation and Abolition Act, 1970:

The Consultant shall be required to comply with the Minimum wages Acts 1948, Employees Liability Act, 1938, Industrial Disputes Act, 1938, Industrial Dispute Act, 1940 and The Contract Labour (Regulation and Abolition) Act, 1970, or statuary amendments and the modifications thereof, any other laws relating thereto and the rules made there under from time to time.

It will be the duty of the Consultant to abide by the provisions of the Act. Ordinances, Rules, Regulations, Byelaws and Procedures as are lawfully necessary in the execution of the works. The Consultant will be fully responsible for any delay/damage etc. and keep the Engineer indemnified against all penalties and liabilities of any kind for noncompliance or infringement of such Acts, Ordinances, Rules, Regulations By-laws and Procedures.

The Consultant shall indemnify the KoPT against payment to be made under or for the observance of the laws aforesaid without prejudice to their right to claim indemnity from his sub- Consultant, if there is any.

The aforesaid regulations shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a Breach of Contract. It will be obligatory on the part of Consultant to obtain necessary

Labour License from the Competent Authority for deploying requisite Nos. of labours in the work and submit to the Engineer-In-Charge prior to commencement of the work.

12) Cleaning during execution and after completion:

On completion of the works the Consultant shall reinstate and make good at his own expense any property or land which might have been disturbed and/or damaged by their works. They should also clean the site as required during execution and fully clear the site after completion of all the works.

13) Consultant to execute Contract Agreement:

The Consultant after acceptance of their bid, shall be required to enter into and execute a Contract Agreement to be prepared in the form annexed to the General Conditions of Contract together with such modifications as may be necessary within one month from the date of placement of the order. The Consultant shall have to submit copies in sextuplets of all documents; correspondence, connected papers etc. as detailed in the above form of Contract Agreement together with the instrument of Contract Agreement prepared on Non-Judicial stamped paper of requisite denomination having five more copies made on plain paper all at their own cost. The successful bidder shall have to submit three sets of such Contract Agreement duly executed, sealed, signed and witnessed for execution by the Trustees. The other three sets shall be completed in all respects but not signed. If the successful bidder is a partnership concern, they will have to get Agreement signed by all the partners or by the partner who is authorized to sign for and on behalf of the other partners.

The Consultant shall also comply with the requirements of Security Deposit for the due fulfilment of the contract. The blank Performa of tender documents shall be supplied in sextuplets to the successful bidder free of charge for preparing the documents of the aforesaid Contract Agreement.

The successful bidder shall have to copy out and prepare the documents of the Contract Agreement neatly and correctly. The necessary amendments, corrections etc. (if any) have to be done at their own cost.

The successful Consultant shall be required to keep close co-ordination and liaison with the Appropriate Authority of both the Central Government and State Government, responsible to give formal clearance, while executing the works. The Consultant must inform the concerned officials of the Civil Engineering Department with the programme contemplated. The Dy Chief Engineer-IV/OSD(Env) of the Civil Engineering Department shall be nodal authority in all these co-ordination and / or liaison and all programmes must be vetted by him. In cases of exigencies, the Consultant or their representatives may establish direct liaison/co-ordination but in all such case the Dy Chief Engineer-IV/OSD(Env) should be informed promptly.

14) Discrepancies in Contract Documents:

The several documents forming the contract shall be taken, as mutually explanatory of one another and in case of discrepancies; the **Specifications and Bill of Quantities** shall prevail over **signed drawings**, **Bill of Quantities** over the **Specifications**, **Technical Specifications and other particulars** over **Standard Specifications** and **Special Conditions** over the **General Conditions**. The Engineer's

decision on this matter however, shall be final and binding and the bidder's attention is drawn to clause 4.3 of the General Conditions of Contract in this respect. The execution of work shall conform minutely to the approved and assigned methodology and any other details which shall be provided/duly approved by the Engineer during the progress of the work as to such other details those have formed part of the contract documents.

15) Employment of Local Resources:

The consultant shall pay special attention to engage the maximum possible number of local technical personnel, office workers, labourers (skilled, semiskilled, unskilled) both at site and in office, details of such recruitment etc. shall be submitted to the Engineer periodically or as and when called for.

16) Calcutta Port Trust:

The expression "**CALCUTTA PORT TRUST**" appearing anywhere in the tender documents, shall be construed to read as "**KOLKATA PORT TRUST**".

17) Workmen and Wages:

The consultant shall deliver, if ordered, a weekly return for all labour employed in writing in the requisite form as instructed by the Engineer or his representative.

The contractor shall have to engage sufficient number of technically qualified and skilled persons to supervise and execute the work **and this should be mentioned in the "Schedule-T" of the Contract.**

18) Bank Guarantee in lieu of Cash Security Deposit:

Security deposit shall be recovered from the On A/C. Bill as per **Clause – 3.4 and 3.5 of General Conditions of Contract**. However, Bank Guarantee may be considered in lieu of Cash Security Deposit. In that case, the consultant shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from any Nationalized Bank at Kolkata in the Performa as given in the G.C.C. In this context **Clause 3.6 of G.C.C.** may be referred to.

19) Payment terms:

Phase wise payment will be made in the following manner:

- a) 30% of the quoted amount after submission of Pre Draft report to be checked by Environment Cell of KoPT.
- b) Further 20% after submission of Draft Report after incorporation of changes as desired by Environment Cell and submission of the same for approval of Board of Trustees.
- c) Further 20% after completion of Report after incorporation of corrections/ suggestions of Board of Trustees of Kolkata Port Trust and submission of the same to KoPT for forwarding the same for approval of Ministry of Shipping.
- d) Further 30% after receiving approval of the project report by Ministry of shipping.

कोलकाता पत्तन न्यास
Kolkata Port Trust
सिविल इंजीनियरिंग विभाग
CIVIL ENGINEERING DEPARTMENT

SCHEDULE - "T"

The Bidder shall submit below the particulars of
Technical set up of company and also indicate the
Technical personnel who will be looking after the works.

| Name of Technical personnel | Position held | Qualification | Period of service with the company |
|--------------------------------|---------------|---------------|------------------------------------------|
| | | | |

Dated, the2014.

(Full Signature of the Tenderer)

कोलकाता पत्तन न्यास
Kolkata Port Trust
सिविल इंजीनियरिंग विभाग
CIVIL ENGINEERING DEPARTMENT

SCHEDULE - "O"

Bidder must fill in the undernoted columns:

| Sl. No. | Full Particulars of similar works carried out by tenderer | Amount of work | Completion time as stated in tender | Actual Completion time | Name & Address of authorities for whom work was carried out | Name & Address to whom references can be made |
|------------|-----------------------------------------------------------------------|-------------------|----------------------------------------------|------------------------------|----------------------------------------------------------------------------------|--------------------------------------------------------------|
| | | | | | | |

SCHEDULE -“O” Sheet - 2

The Bidders are also requested to furnish the following particulars

(A) In case of a Limited Company

| | |
|------------------------------------------------------------------------------------------------------------------|--|
| 1. Name of the 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 desired to be stated | |
| 5. Name, address and other necessary particulars as to 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 three years | |

(B) In case of a Firm:

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1.Name & Address of the firm | |
| 2. When business started | |
| 3.If registered, a certified copy of the certificate of Registration | |
| 4. certified copy of the Deed of Partnership | |
| 5. Full Name & Address of each of the partners and the interest of each partners in the partnership, any special particulars as to partners if desires to be stated. | |
| 6. Whether the firm pays income tax over Rs.10, 000/- per year. | |
| 7. Copies of audited Balance sheets of the Company for the last three years | |

(C) In case of an Individual:

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1. Full name & address of the tenderer, any special particulars of the tenderer if desired to be stated. | |
| 2. Name of the father of the tenderer | |
| 3. Whether the tenderer 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, address etc. of such persons and the nature of such persons and the nature of such interest. | |
| 6. Whether the firm pays income tax over Rs.10, 000/= per year. | |
| 7. Copies of audited Balance sheets of the Company for the last three years. | |

Dated, the.....2014.

(Full Signature of the Tenderer)

[Format of Affidavit]

On the Rupees Ten Non-Judicial Stamp Paper.

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT

AFFIDAVIT

I..... son of aged about..... year, by faith , by occupation residing at, do hereby solemnly affirm and declare as follows:-

1. **THAT** I am the proprietor/Partner of Having office at And carrying on business on the said name and style.

(In case the above Deponent is an enlisted Contractor at Kolkata Port Trust, the same should be mentioned in the affidavit).

2. **THAT** my aforesaid Firm is exempted from E.S.I. Act and the said Firm has no valid E.S.I. Registration.

3. **THAT** the present affidavit is to be files before the Kolkata Port Trust as per the Clause No.8 of the Tender No. KOPT/KDS/CIV/ENV/T/EMS-64/39 dt.02.01.2014 issued by Kolkata Port Trust in respect of the work “ **Preparation of Report on Environmental Management Monitoring Plan(EMMP) for Kolkata Port Trust (KDS & HDC) including collection of base data and approval of the same from Board of Trustees of Kolkata Port Trust followed by Ministry of Shipping, Govt of India.**”

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

DEPONENT

Identified by me

[Format of Indemnity Bond]

On the Rupees Fifty Non-Judicial Stamp Paper.

INDEMNITY BOND

By THIS BOND I, Shri/Smt....., son
of

Shri/SmtResiding at
.....

..... by occupation the
Partner/Proprietor/Director having office at
....., am a

tenderer under Civil Engineering Department, Kolkata Port Trust (A statutory
Body under MPT Act, 1963).

2. WHEREAS, the said Kolkata Port Trust had asked the every tenderer, who is not
covered under E.S.I. Act or exempted to furnish an Indemnity Bond in favour of
Civil Engineering Department, Kolkata Port Trust against all damages and
accident to the Labourer Tenderer/Contractor.

3. NOW THIS BOND OF INDEMNITY WITNESSTH THAT the Tenderer/Contractor
named herein above shall indemnify the Kolkata Port Trust against all damages
and accident occurring to the Labourers of the Tenderer/Contractor as
demanded by the Kolkata Port Trust and which shall be legal and/or claimed by
the Kolkata Port Trust during the execution of the work stated in the **NIT No.**
KOPT/KDS/CIV/ENV/T/EMS-64/39 Dt. 02.01.14

4. AND the Contractor hereunder agree to indemnity and at all times keep
indemnified the Kolkata Port Trust and its administrator and representative and
also all such possible claim or demand for damages and accidents.

In WITNESS WHEREOF I,, the Partner/
Proprietor/Director..... hereto set and seal this the
..... Day of in the yearat

Signature of the Indemnifier

Sureties:

1. Signature:

Name:

Address:

2. Signature

Name:

Address:

Witnesses:

Signature

Name:

Address:

(Proforma of Performance certificate/credential of works)

| | | |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1. | Name of the Certifying Authority: | |
| 2. | Name of the work : | |
| 3. | Name of the Contractor/Consultant : | |
| 4. | Schedule date of commencement and completion of the work as per Work Order : | |
| 5. | Date of actual commencement of work & date of actual completion : | |
| 6. | <p>i) If there is time overrun, whether delay is due to the contractor (Yes/No.):</p> <p>ii) If yes, what is the extent of delay attributable to the contractor :</p> | |
| 7. | Sanctioned Tender value & Actual value executed : | |
| 8. | <p>Quality of work</p> <p>(Excellent/satisfactory/poor) :</p> | |
| 9. | Remarks (If any) : | |



KOLKATA PORT TRUST
KOLKATA DOCK SYSTEM

&

HALDIA DOCK COMPLEX
CIVIL ENGINEERING DEPARTMENT
15, STRAND ROAD, KOLKATA -700001

GENERAL CONDITIONS OF CONTRACT
FORMS AND AGREEMENTS

SANCTIONED BY TRUSTEES
UNDER RESOLUTION NO.92
OF
THE 6TH MEETING HELD ON 27TH MAY, 1993
&
UPTO LAST AMENDMENT UNDER RESO.No.210 OF
THE 13TH MEETING HELD ON 26TH FEBRUARY,2013.
(Copy of Booklet Published on May, 1993)

| |
|--------------------------|
| TABLE OF CONTENTS |
|--------------------------|

Page

| | |
|--------------------------------------------------|----|
| A. INDEX TO GENERAL CONDITIONS OF CONTRACT | 2 |
| B. FORM OF TENDER | 25 |
| C. FORM OF AGREEMENT | 27 |
| D. FORM GC1, GC 2, GC3 | 29 |
| E. PERFORMANCE BOND | 32 |
| F. INTEGRITY PACT | 35 |

| |
|---------------------------------------|
| GENERAL CONDITIONS OF CONTRACT |
|---------------------------------------|

| |
|--------------|
| INDEX |
|--------------|

| <u>CLAUSE</u> | Page |
|-------------------------------------------------------------------------------------------|-------------|
| 1. DEFINITIONS..... | 3 |
| 2. DUTIES 7 POWERS OF ENGINEER & ENGINEERS' REPRESENTATIVE..... | 4 |
| 3. THE TENDER/OFFER AND ITS PRE-REQUISITES..... | 6 |
| 4. THE CONTRACT & GENERAL OBLIGATION OF CONTRACTOR..... | 9 |
| 5. COMMENCEMENT, EXECUTION AND COMPLETION OF WORK..... | 14 |
| 6. TERMS OF PAYMENT..... | 17 |
| 7. VARIATION AND ITS VALUATION..... | 19 |
| 8. DELAY/EXTENSION OF COMPLETION TIME/LIQUIDATED DAMAGE / TERMINATION OF CONTRACT..... | 20 |
| 9. MAINTENANCE AND REFUND OF SECURITY DEPOSIT..... | 22 |
| 10. INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION..... | 23 |

1. DEFINITIONS

- 1.0. In the contract, as her-in-after defined, the following words and expressions shall have the meaning here-in assigned to them, except where the context otherwise required.
- 1.1. **"Employer"** or "Board" or "Trustees" means the Board of Trustees for the Port of Kolkata, a body corporate under Section 3 of the Major Port Trust Act, 1963, including their successors, representatives and assigns.
- 1.2. **"Chairman"** means the Chairman of the Board and includes the person appointed to act in his place under Sections 14 and 14A of the Major Port Trusts Act, 1963.
- 1.3. **"Contractor"** means the person or persons; Firm or Company whose tender /offer has been accepted by the Trustees and includes the Contractor's representative's heirs, successor and assigns, if any permitted by the Board / Chairman.
- 1.4. **"Engineer"** means the Board's official who has invited the tender on its behalf and includes the Chief Engineer, the Chief Mechanical Engineer, the Senior Executive Engineer the Chief Hydraulic Engineer, the Deputy Chief Engineer, the Deputy Chief Mechanical Engineer, the Senior Resident Engineer, The Manager (Infrastructure & Civic Facilities), the Manager (Plant & Equipment) the Deputy Manager (Infrastructure & Civic Facilities) and the Deputy Manager (Plant & Equipment), or other official as may be appointed from time to time by the employer, with written notification to the Contractor, to act as Engineer for the purpose of the contract, in place of the "Engineer" so designated.
- 1.5. **"Engineer's Representative"** means any subordinate Engineer or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties set forth in Clauses 2.4 to 2.6 hereof.
- 1.6. **"Work"** means the Work to be executed in accordance with the Contract and includes authorized "Extra Works" and "Excess Works" and Temporary Works.
- 1.7. **"Temporary Works"** means all temporary works of every kind required in or about the execution, completion or maintenance of the works and includes (without thereby limiting the foregoing definitions) all temporary erections, scaffolding, ladders, timbering, soaking vats, site offices, cement and other god owns, platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and mixing platforms.
- 1.8. **"Extra Works"** means those works required by the Engineer for completion of the Contract which were not specifically and separately included in the schedule of items of works (i.e., Bills of Quantities) of the tender. "Excess Works" means the required quantities of work in excess of the provision made against any item of the Bill of Quantities.

- 1.9. **"Specifications"** means the relevant and appropriate Bureau of Indian Standard's Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.
- 1.10. **"Drawings"** means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.
- 1.11. **"Contract"** means and includes the General and Special Conditions of Contract, Specifications, Drawings, priced Bill of Quantities, the Tender/ Offer, the letter of acceptance of the Tender/Offer, the Contract Agreement if separately entered into and the Schedule of Rates and Price, if any, adopted by the Trustees at their discretion.
- 1.12. **"Constructional Plant"** means all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent work.
- 1.13. **"Site"** means the land and other places, on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the Trustees for the purpose of the Contract.
- 1.14. **"Contract Price"** means the sum named in the letter of acceptance of the Tender/ Offer of the Contractor, subject to such additions thereto and deduction there from as may be made by the Engineer under the provisions here-in-after contained.
- 1.15. **"Month"** means English Calendar Month.
- 1.16. **"Excepted risks"** are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).
- 1.17. Word importing the **singular** only, also includes the **plural** and vice-versa where the context so required.
- 1.18. The **headings and marginal notes** in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 1.19. Unless otherwise stipulated the word "Cost" shall be deemed to include overhead costs of the contractor, whether on or off the site.

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

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

2.2. The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 herein, from the Engineer's Representative.

2.3. The Engineer shall have full power and authority

- (a) to supply to the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.
- (b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.
- (c) to order for any variation, alternation and modification of the work and for extra works.
- (d) to issue certificates as per contract.
- (e) to settle the claims & disputes of the Contractor and Trustees, as the first referee.
- (f) to grant extension of completion time.

2.4. The Engineer's representative shall:

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

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

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

2.6. Provided also as follows:

- (a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down,

removal, breaking-up thereof and re-construction at the contractor's cost and the contractor shall have no claim to compensation for the loss sustained by him.

- (b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm, reverse or vary such decision.
- (c) Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in Engineer to his Representative in writing shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation. Contractor and the Trustees as though it had been given by the Engineer, who may from time to time, make such delegation.

3. THE TENDER / OFFER AND ITS PRE-REQUISITES

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

- (a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climate conditions, the means of access to the site and all other local conditions including the likely charges and costs for temporary way-leave, if any, required for the work.
- (b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract.
- (c) The accommodation required for the workmen and site office, mobilization / demobilization and storage of all plant, equipment and Construction materials.
- (d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all of Contractor's cost.
- (e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made there under, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance.
- (f) Payment of all kinds of stamp-duty for exacting the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds.

- 3.2. The Contractor's tender shall be in ink on the Tender Forms supplied by the Trustees, unless stipulated otherwise in the Notice-Inviting the Tender and shall be faultless in figures and free from erasing. Corrections, if any, shall only be made by scoring out and initialing of the revised figure.
- 3.3. If required by the Engineer or the Trustees, the Contractors in their tender or subsequently, shall disclose the names of their owners/partners/Share Holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled.
- 3.4.
- Earnest Money Deposit shall be @ 2 % of the estimated cost and will be applicable for works/service/O&M contract only and not for procurement contract.
 - There will be no minimum ceiling of Earnest Money which will be 2 % of the estimated cost up to an estimated cost of ₹ 10 crores and for estimated cost above ₹ 10 crores, it will be ₹ 20 lacs + 1 % of the estimated cost by which it exceeds ₹ 10 crores .
 - Upto Rs 10 lacs, Earnest Money will be accepted only by Banker's cheque /Demand Draft/ Pay Order payable at Kolkata or Haldia as the case may be. Earnest Money deposit beyond 10 lacs may be accepted in the form of Bank Guarantee issued by an Indian nationalized/schedule bank for the amount which it exceeds 10 lacs..

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

| Class of Registration | Amount of Fixed Security | Financial limit of each tender |
|-----------------------|--------------------------|---------------------------------------|
| A | ₹ 50000/- | Any tender priced up to ₹ 10,00,000/- |
| B | ₹ 25,000/- | Any tender priced up to ₹ 5,00,000/- |
| C | ₹ 15,000/- | Any tender priced up to ₹ 3,00,000/- |

- Tender submitted without requisite Earnest Money may be liable to rejection.
 - If before expiry of the validity period of his Tender / offer, the tender amends his quoted rates or tender/ offer making them unacceptable to the Trustees and / or withdraws his tender / offer, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees.
- The Earnest Money of accepted Tender / offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury

Receipt shall be issued to the Contractor after cancellation of the previous Receipt of Earnest Money.

- (f) Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done up to the stage of completion.

| Value of Work | % of Security Deposit for works contract | % of Security Deposit for Contract of supplying materials and equipments only |
|------------------------------------------------------------------|-----------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| For works up to ₹ 10,00,000/- | 10% (Ten percent) | 1% (One percent) |
| For works costing more than ₹10,00,000/- and up to ₹ 20,00,000/- | 10% on first ₹ 10,00,000/- + 7½ % on the balance | 1% on first ₹ 10,00,000/- + ½ % on the balance |
| For works costing more than ₹ 20,00,000/- | 10% on first ₹ 10,00,000/- + 7½% on next ₹ 10,00,000/- + 5 % on the balance | 1% on first ₹ 10,00,000/- + ½ % on next ₹ 10,00,000/- + ¼ % on the balance |

- (g) Balance Security for Contract of supplying materials and equipment computed in terms of the percentages given above, shall have to be deposited with the trustees' Treasurer in advance and within 30 days from the date of placement of supply order, either in cash or by A/c. Payee Draft of a Nationalized Bank of India drawn in favour of Kolkata Port Trust and payable at Kolkata / Haldia, as the case may be.
- (h) No interest shall be paid by the trustees to the Tenderer / Contractor on the amount of Earnest Money / Security Deposit held by the Trustees, at any stage.

3.5.

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

shall also be at liberty to deduct any of their dues from the Security Deposit, fixed Security, Earnest Money or from any sum due or to become due to the Contractor under any other contract.

- 3.6. If stipulated in the contract as a Special Condition, the Contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from Kolkata / Haldia Branch, as the case may be, of any Nationalized Bank of India in the proforma annexed hereto and for the sum and period as mentioned in the letter of acceptance of the Tender/Offer, within 15 days from the date of such letter, failing which the contract shall be liable to be terminated and the Earnest Money are liable to forfeiture; all at discretion of the Engineer. The cost of obtaining this or any other Bank Guarantee and/or the revalidation thereof, wherever required, has to be borne by the Contractor and it shall be his sole responsibility to arrange for timely revalidation of such bank guarantee, failing which and for non-fulfillment of any contractual obligation by the Contractor, the Engineer and/or the Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally.
- 3.7. Every Tenderer / bidder shall submit in respect of a tender value of more than Rs. 5 crores, 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 G.C.C. In case of tender value more than Rs. 5 crores, the Integrity Pact Agreement is an essential part and parcel of the bid document to be submitted by each tenderer, without which the tender shall not be considered.

4. THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR

- 4.1.
- (a) The contract documents shall be drawn-up in English language.
 - (b) The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of the High Court at Kolkata, India, including the following Act:
 - 1. The Indian Contract Act, 1872.
 - 2. The Major Port Trust, Act, 1963.
 - 3. The Workmen's Compensation Act, 1923.
 - 4. The Minimum Wages Act, 1948.
 - 5. The Contract Labour (Regulation & Abolition) Act, 1970.
 - 6. The Dock Workers' Act, 1948.
 - 7. The Indian Arbitration Act (1940) and latest amendment (in the case of a definite arbitration Agreement only).
- 4.2. After acceptance of his Tender / Offer and when called upon to do so by the Engineer or his representative, the Contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed the other documents referred to in the definition of the term "Contract" here-in-before shall collectively be the Contract.

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

The submission to and/ or any approval by the Engineer or his Representative to any such programme or particulars, shall not relieve the Contractor of any of his obligations under the contract. If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.

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

- 4.14. The Contractor shall at his own cost protect, support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not, which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/ or to any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract.
- 4.15. The Contractor shall immediately inform the Engineer's Representative if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees expense as per the instruction of the Engineer's Representative.
- 4.16. The Contractor shall be deemed to have indemnified the Trustees against all claims, demands, actions and proceedings and all costs arising there from on account of:
- (a) Infringement of any patent right, design, trade-mark, or name or other protected right, in connection with the works or temporary work.
 - (b) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.
 - (c) Unauthorized obstruction or nuisance caused by the Contractor in respect of Public or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person.
 - (d) Damage / injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work.
 - (e) Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting contractor's plants and materials.
 - (f) The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies employed by or with the permission and / or knowledge of the Trustees on or near the site of work.
- 4.17. Debris and materials, if obtained by demolishing any properly, building or structure in terms of the Contract shall remain the property of the Trustees.
- 4.18. The Contractor's quoted rates shall be deemed to have been inclusive of the following:

- (a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.
 - (b) Cleaning and removal from site the entire surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.
 - (c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works, and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.
 - (d) Making arrangements for deployment of all labourers and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.
 - (e) Making arrangements in or around the site, as per the requirements of Kolkata Municipal Corporation or other local authority or the Engineer or his Representative, for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.
- 4.19. Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or in case of Trustee's enlisted Contractor to the address as appearing in the trustee's Register or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or dispatch.
- 4.20. The Contractor and his sub-contractor or their agents and men and any firm supplying plant, materials, and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing.
- 4.21. The Contractor shall, at the Trustees' cost to be decided by the Engineer, render all reasonable facilities and Co-operation as per direction of the Engineer or his representative to any other Contractor engaged by the Trustees and their workmen, to the Trustees' own staff and to the men of other Public Body on or near the site of work and in default, the contractor shall be liable to the trustees for any delay or expense incurred by reason of such default.
- 4.22. The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic.

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

5. COMMENCEMENT, EXECUTION AND COMPLETION OF WORK

- 5.1. The contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Contractor's tender / offer by the Trustees or within such preliminary time as mentioned by the contractor in the Form of Tender or the time accepted by the Trustees. The contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representatives, time being deemed the essence of the contract on the part of the Contractor.
- 5.2. The Contractor shall provide and maintain a suitable office at or near the site, to which the Engineer's Representative may send communications and instructions for use of the Contractor.
- 5.3. Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the contractor shall not execute the work beyond the working hours observed by the Engineer's Representative and on Sundays and Holidays observed in the trustees system, except in so far as it becomes essential on account of tidal work or for safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any act or neglect on the part of the contractor, then the Engineer or his Representative shall order and the contractor at his own expense shall work by day and by night and on Sundays and Public Holidays. Any failure of the Engineer or his Representative to pass such an order shall not relieve the contractor from any of his obligations. The Engineer's decision in this regard shall be final, binding and conclusive.
- 5.4. Unless stipulated otherwise in the contract, all materials required for the work shall be procured and supplied by the contractor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the Engineer or his Representative. The engineer shall exercise his sole discretion to accept any such materials.
- 5.5. Unless stipulated otherwise, in the contract, all materials, workmanship method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the materials and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.
- 5.6. Samples shall be prepared and submitted for approval of the Engineer or his Representative, whenever required to do so, all at the contractor's cost.
- 5.7. Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work shall be borne by the contractor.

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

- (a) The contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative.
- (b) Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than "Excepted Risks", the contractor shall compensate the Trustees' in the manner decided by the Engineer and shall at no stage remove or cause to be removed any such material from the site without his permission.
- (c) The Trustees' materials will generally be supplied in stages and in accordance with the rate of progress of work, but, except for grant of suitable extension of completion time of work as decided by the Engineer, the contractor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Contractor shall, however communicate his requirement of such materials to the Engineer from time to time.
- (d) Unless stipulated otherwise in the contract, the value of the Trustees' materials issued to the contractor shall be recovered from the Contractor's bills and / any of his other dues. Progressively according to the consumption thereof on the work and / or in the manner decided by the Engineer or his Representative and at the rate / stipulated in the contract.

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

- (e) If the Engineer decides that due to the contractor's negligence, and of the Trustees' materials issued to the contractor has been - (i) lost or damaged, (ii) consumed in excess of requirement, and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills or from any of his other dues, after adding 19.25% extra over the higher one of the following:
 - 1. The issue rate of the materials at the Trustees' Stores, and
 - 2. The market price of the material on the date of issue as would be determined by the Engineer.

5.9. The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time - (i) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the Engineer or his Representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and

proper re-execution of any work, which in respect of material and workmanship is not in accordance with the contract or the instructions of the Engineer. The contractor shall comply with such order at his own expense- and within the time specified in the order. If the contractor falls to comply, the Engineer shall be at liberty to dispose and such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days.

5.10. No work shall be covered up and put out of view by the contractor without approval of the Engineer or his Representative and whenever required by him the contractor shall uncover any part or parts of the work or make openings in or through the same as may be directed by the Engineer or his Representative from time to time and shall reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the contractor. The Trustees shall reimburse such cost as determined by the Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.

5.11. On a written order of the Engineer or his Representative the contractor shall delay or suspend the progress of the work till such time the written order to resume the execution is received by him. During such suspension the contractor shall protect and secure the work to the satisfaction of the Engineer or his Representative. All extra expenses in giving effect to such order shall be considered by the Trustees, unless such suspension is

Otherwise provide for in the contract, or

1. Necessary by reason of some default on the part of the Contractor, or
2. Necessary by reason of climatic conditions on the site, or
3. Necessary for proper execution of the works or for the safety of the works or any part thereof. The Engineer shall settle and determine such extra payment and / or Extension of completion time to be allowed to the contractor, as shall, in the opinion of the Engineer, be fair and reasonable.

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

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

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

6. TERMS OF PAYMENT:

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

subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees end. The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amount and recoveries to type out the bill.

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

- i. The materials shall, in the opinion of the Engineer or his Representative, be of imperishable nature.
- ii. The value of such materials shall be assessed by the Engineer or his Representative, at their own 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 shortage of such materials within the Trustees' protected areas in the Docks, the contractor shall submit an indemnity Bond in the proforma and manner acceptable to Trustee' whereby the contractor shall indemnify the Trustees' against all financial loss/ damage, on account of loss/ damage to such materials for whatever reasons.
- vi. In the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the Engineer an irrevocable Bank Guarantee favoring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Kolkata / Haldia Branch of any Nationalized Bank or a Scheduled Commercial bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee.
- vii. The amount of advance shall be recoverable from the contractor's bills or any other dues, progressively with the consumption of the materials on the basis of quantity consumed. Consequent on full recovery of the advance the Indemnity Bond / Bank Guarantee, vide sub-clause (v) & (vi) above, shall be returned to the Contractor duly discharged by the Engineer on behalf of the Trustees.

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

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

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

7. VARIATION AND ITS VALUATION:

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

- b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.
- c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra additional or substituted work, then the Engineer may decided the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.
- d) If the nature or amount of any omission or addition relative to the nature or amount of the whole of the contract work or to any part thereof shall be such that, in the opinion of the Engineer, the rate of prices contained in the contract for any item of the works or the rate as evaluated under sub-clauses (b) and (c) of this clause, is by reason of such omission or addition rendered unreasonable or in-applicable the Engineer shall fix such other rate or price as he deems proper and the Engineer's decision shall be final, binding and conclusive.

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

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

week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% the said value of work.

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

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

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

8.3.1 Upon receipt of the letter of termination of work, which may be issued by the Engineer on behalf of the Trustees, the Contractor shall hand over all the Trustees' tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 days of receipt of such letter.

8.3.2 In all such cases of Termination of work, the Trustees shall have the power to complete the Work through any other agency of the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be

expended in completing the work beyond the amount that would have been due to the contractor, had he duly completed the whole of the work in accordance with the contract.

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

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

9. MAINTENANCE AND REFUND OF SECURITY DEPOSIT

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

9.2. The Contract shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a final Completion Certificate in from G.C. 2 annexed hereto shall have been signed and issued by the Engineer to the contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working or using thereof by the trustees shall not relive the Contractor of his obligations under the contract for full and final completion of the work.

9.3. On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by submitting to the Engineer (i) The Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his "No further claim" Certificate in from G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in from

G.C.2 and within two months of the Engineer's recommendation, the Trustees shall refund the balance due against the Security Deposit to the Contractor, after making deduction there from in respect of any sum due to the Trustees from the Contractor.

10. INTERPRETATION OF CONTRACT DOCUMENTS , DISPUTES & ARBITRATION

- 10.1. In all disputes, matters, claims, demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications and Instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the work or after the completion and whether before or after the determination , abandonment or breach of the contract the decision of the Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the Contractor.
- 10.2. If, the Contractor be dissatisfied with any such decision of the Engineer, he shall within 15 days after receiving notice of such decision require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.
- 10.3. If , however , the contractor be still dissatisfied with the decision of the Chairman, he shall, within 15 days after receiving notice of such decision required that within 60 days from his written notice , the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act , 1940 or any statutory modification thereof.
 - 10.3.1 If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which it was left by his predecessor.
 - 10.3.2 The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.
 - 10.3.3 The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties.
 - 10.3.4 The Venue of the arbitration shall be Kolkata or as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference to cost of any incidental to the reference and award respectively shall be in discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid.
 - 10.3.5 The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item

of disputes and respective claim referred to him by each party and give reason for the award.

10.3.6 The Arbitrator shall consider the claims of all the parties to the contract within only the parameters of scope and conditions of the contract in question.

10.3.7 Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and or any amendment thereof, rules made there under, for the time being in force, shall apply to the arbitration proceedings under this Clause.

10.4. The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decisions. The Engineer also shall not withhold any payment, which, according to him, is due or payable to the Contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.

10.5. Provided always as follows:

(a) Nothing of the provisions in paragraphs 10.3 to 10.3.7 hereinabove would apply in the case of contracts, where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs. 40,00,000/-.

(b) The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.

(c) Contractor's dispute, if any, arising only during the maintenance period stipulated in the contract, must be submitted to the Engineer, with detailed justifications in the context of contract Conditions, before the final completion of the work. No dispute or difference on any matter whatsoever, pertaining to the contract can be raised by the contractor after the completion of the work.

(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 on their sole discretion, by adding the names of new Arbitrators and / or by deleting the names of existing Arbitrators, without any reference to the Contractor.

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

CONTRACT NO.....

To,

.....

I/We.....of

.....
having examined the site of works, inspected the Drawings and read the Specifications, General and Special Conditions of Contract and Conditions of 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 and prices set out in the annexed Bill of Quantities with month/week from the date of the 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 the acceptance of the Tender and incorporating such Specification, Bill of Quantities, Drawings and Special & General Conditions of Contract and I / We hereby agree that until such Contract Agreement is executed the said Specifications, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the Contract.

THE TOTAL AMOUNT OF TENDER Rs (Not To be filled up)

(Repeat in words)

(Not to be filled up)

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

(* This should be scored out in the case of labour contracts)

I/We have deposited with KOLKATA PORT TRUST, a sum ofvide Pay Order / Demand Draft No.....dt..... of.....(name of Bank) as Earnest Money.

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

Signature of the Tenderer
(Seal of the Tenderer)

Name of the Tenderer

Dated:

Address:

.....

Witness:

Signature _____

Name _____
(In Block Letters)

Address: _____

Occupation: _____

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF AGREEMENT

THIS AGREEMENT made thisday of.....200.....between the Board of Trustees for the Port of Kolkata, a body corporate constituted by the Major Port Trusts Act, 1963 (hereinafter called "Trustees" which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and(hereinafter called "the Contractor", which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part.

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

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

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

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

Was hereunto affixed in the presence of:

Name-----

Address-----

.....

Or

SIGNED, SEALED AND DELIVERED

by the said

In the presence of:

Name-----

Address: -----

.....

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

Name.....

Address:

KOLKATA PORT TRUST

FORM G.C.1

Contractor:

Address:

Date of Completion:

Dear Sir/s,

This is to certify that the following works viz.

Name of the Work

Estimate Number E.E.Odt.....

C.E.O.....dt

Work Order Number dt.....

Allocation

Contract Number

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

From the.....day of 20

to theday of 20

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

Name.....

Designation.....

Office Seal

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

KOLKATA PORT TRUST

FORM G.C.2

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

CERTIFICATE OF FINAL COMPLETION

This is to certify that the following works viz.

Name of Work -----

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

C.E.O. Nodt

Work Order No.....dt

Contract No. -----

Resoln. No & Meeting No -----

Allocation -----

Which was carried out by Shri / -----

Messrs.....is now complete in every respect in
accordance with the terms of the Contract and that all the obligations under
Contract have been fulfilled by the Contractor.

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

Name.....

Designation.....

Office Seal

KOLKATA PORT TRUST

FORM G.C.3

('No Claim' Certificate From Contractor)

The Engineer
Kolkata Port Trust
Kolkata / Haldia

(Attn:.....)

(Address, the Trustees' Official, mentioned in
the work Order and under whom the Contract
was executed)

Dear Sir,

I / We do hereby declare that I / We have received full and final payment from
Kolkata Port Trust for the execution of the following work, viz.

Name of Work

Work Order No dt

Contract No dt.....

Agreement Nodt.....

and I / We have no further claim against Kolkata Port Trust in respect of the above
mentioned job.

Yours faithfully,

(Signature of Contractor)

Date

Name of Contractor

Address

.....

(Official Seal of the Contractor)

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

To
The Board of Trustees
for the Port of Kolkata.

BANK GUARANTEE

NO.....DATE.....

Name of issuing Bank

Name of Branch.....

.....

Address.....

In consideration of the Board of Trustees of the Port of Kolkata, a body corporate - duly constituted under the Major port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt Shri / Messrs -----

..... a proprietary / Partnership / Limited / Registered Company, having its Registered Office at

(hereinafter referred to as "The Contractor") from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for (write the name of the work as per Work Order) in terms of the Work order No ated.....(hereinafter referred to as "the said contract"), for the due fulfillment by the contractor of all the terms and conditions contained in the said contract, on submission of a bank Guarantee for Rs (Rupees)

we,.....Branch, Kolkata...../ Haldia, do on the advise of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs (Rupees)

We.....Branch,Kolkata/Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honoring the Bank Guarantee constituted by these presents, We,..... Branch, Kolkata /Haldia shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c. Payee Banker's Cheque drawn in favour of "Kolkata Port Trust", without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us,.....(Name of Bank), Branch, Kolkata...../Haldia to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We, Branch,Kolkata /Haldia, decline or fail or neglect to honour the Bank Guaranteed in the manner aforesaid shall constitute sufficient reason for the

Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

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

3. We, Branch, Kolkata / Haldia, further agree that the Bank Guaranteed herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that is shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid up to and inclusive ofday of20.....and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6(six) calendar months from the expiry of the aforesaid validity period up to Or any extension thereof made by us, Branch, Kolkata/ Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required / determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

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

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

SIGNATURE.....
NAME.....
DESIGNATION.....

(Duly constituted attorney for and on behalf of)

BANK.....
BRANCH.....
Kolkata...../ HALDIA.

(OFFICIAL SEAL OF THE BANK)

INTEGRITY PACT

Between

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

And

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

Preamble

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

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

Section 1 - Commitments of the Principal

(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 materials or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

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

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

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

- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary

contracts, submission or non- submission of bid or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The Bidder(s)/Contractor (s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representative in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the **“Guidelines on Indian Agents of Foreign Suppliers”** shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian Agent/representative have to be in Indian Rupees only. Copy of the Guidelines on ‘Indian Agents of Foreign Suppliers’ is annexed and marked as 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 per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is annexed and marked as Annex “B”.

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in 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 per the procedure mentioned in "Guidelines on Banning of business dealings".

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

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

Section 7 - Criminal charges against violating Bidder(s)/Contractor(s)/ Sub contractor(s).

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Pact Duration:

This pact begins when both parties have legally signed it. It expires for the Contractors 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

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

Section 9 - Other Provisions:

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (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 remainder 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)
(Office Seal)

(For & on behalf of Bidder/Contractor)
(Office Seal)

Place.....

Date.....

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____
