



SYAMAPRASADMOOKERJEEPORT, KOLKATA (Formerly KOLKATA PORT TRUST)
श्यामा प्रसाद मुखर्जी पत्तन, कोलकाता (पूर्व में कोलकाता पोर्ट ट्रस्ट)
**(AN AUTONOMOUS BODY UNDER THE MINISTRY OF PORTS, SHIPING AND WATERWAYS,
GOVERNMENT OF INDIA)**
(भारत सरकार के बंदरगाह, जहाजरानी और जलमार्ग मंत्रालय के तहत एक स्वायत्त निकाय)
KOLKATA DOCK SYSTEM
कोलकाता डॉक सिस्टम
Civil Engineering Department
सिविल इंजीनियरिंग विभाग

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निविदा के लिए "कोलकाता में इंडेंट्योर मेमोरियल कॉम्प्लेक्स में पोर्ट हेरिटेज म्यूजियम (टूरिस्ट इंटरप्रीटेशन सेंटर / सिटीजन एंगेजमेंट सेंटर) के निष्पादन के दौरान डीपीआर की संकल्पना, डिजाइनिंग, तैयारी और पर्यवेक्षण के लिए संगठन की नियुक्ति"

TENDER FOR"Appointment of Organization for Conceptualization, Designing, Preparation of DPR & Supervision during execution of Port Heritage Museum (Tourist Interpretation Centre / Citizen Engagement Centre) at Indenture memorial complex in Kolkata"

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सिविल इंजीनियरिंग विभाग
श्यामा प्रसाद मुखर्जी पत्तन, कोलकाता

**Civil Engineering Department
SYAMA PRASAD MOOKERJEE PORT, KOLKATA**

विषय /Content /अनुक्रमणिका /Index

Sl. No.	Description	Page No.
1.	N I T	3
2.	ANNEXURE—A (Important instructions for E – tender)	6
3.	ANNEXURE—B (Commercial terms & Conditions)	7
4.	ANNEXURE—C (Techno-commercial Bid)	10
5.	Instruction to Bidder	12
6.	Special Conditions of the Contract	19
7.	Pre-qualification criteria	19
8.	Scope of Work	20
9.	Schedule “T”	32
10.	Schedule “O”	33
11.	Proforma of Performance certificate/credential of works	35
12.	ANNEXURE—D (Documents to be uploaded)	36
13.	ANNEXURE—D1 (Undertaking to be submitted)	37
14.	ANNEXURE—E (Price Bid)	38
15.	Preamble to the Financial Bid	41
16.	Financial Bid	42
17.	Form of Tender	43
18.	Form 1	44
19.	Form 2	45
20.	Form 3	47
21.	Form 4	48
22.	ANNEXURE—F (General Conditions of the Contract)	49

SYAMAPRASAD MOOKERJEE PORT, KOLKATA (Formerly KOLKATA PORT TRUST)

श्यामा प्रसाद मुखर्जी पत्तन, कोलकाता (पूर्व में कोलकाता पोर्ट ट्रस्ट)

Civil Engineering Department

सिविल इंजीनियरिंग विभाग

1.0. निविदा आमंत्रण सूचना / NOTICE INVITING TENDER

एनआईटी नं./NIT NO.: SMPK/KDS/CIV /T/2826/08

Dt. 20.02.2024

E-Tender is invited from reliable, bonafide & experienced agency with required experience as per Prequalification criteria stipulated in Tender Document for **“Appointment of an organization for Conceptualization, Designing, and Preparation of DPR & Supervision during execution of Port Heritage Museum (Tourist Interpretation Centre cum Citizen Engagement Centre) at Indenture memorial complex in Kolkata.”** as per Financial Bid the Bid Document may be seen from the <https://kopt.enivida.in>. Corrigenda or clarifications, if any, shall be hosted on the above-mentioned website only. The tender is also published on SMPK website (www.smpportkolkata.shipping.gov.in).

निविदा की अनुसूची / SCHEDULE OF TENDER (SOT)

a. निविदा संख्या /TENDER NO.	SMPK/KDS/CIV /T/2826/08 DT. 20.02.2024
b. निविदा का तरीका /MODE OF TENDER	e-Procurement System (Online Two part Techno-Commercial Bid and Price Bid through Enivida Portal https://kopt.enivida.in .) The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender is acceptable by SYAMA PRASAD MOOKERJEE PORT, KOLKATA.
c. i). अग्रिम धन जमा राशि/Earnest Money Deposit	Rs. 30,000.00 /- (Rupees Thirty Thousand Only) DD/ Banker's Cheque in favour of Syama Prasad Mookerjee Port, Kolkata on any scheduled/ Nationalised Bank payable at Kolkata otherwise their offer will be summarily rejected. As per cl. 2, page no.12 Or payable through DD/RTGS/NEFT to be transferred on A/C:SyamaPrasadMookerjeePort,Kolkata A/cNo:067502000000491 IFSC:IOBA0000675 BankName:Indian Overseas Bank BranchName:STRAND ROAD Branch
ii). निविदा दस्तावेज की कीमत/Tender Document fee (Non-refundable)	The intending bidders should submit the tender cost of Rs.1770/- (Rupees one thousand seven hundred and seventy only) including @18% GST to SMPK through DD/ Banker's Cheque in favour of Syama Prasad Mookerjee Port, Kolkata on any scheduled/ Nationalised Bank payable at Kolkata otherwise their offer will be summarily rejected. As per cl. 2, page no.12

	Or payable through DD/RTGS/NEFT/Bank Transfer etc.,) to be transferred on A/C:SyamaPrasadMookerjeePort,Kolkata A/cNo:067502000000491 IFSC:IOBA0000675 BankName:IndianOverseasBank BranchName:STRANDROAD Branch
iii). रेलटेल टेंडर प्रोसेसिंग शुल्क/ Railtel Tender Processing Fee (Non-refundable) Mode of Payment: - E-payment Only through Debit/Credit Card or Net Banking.	TPF- 0.1% of estimate cost (Minimum 750/- Maximum 7500/-+GST Registration Charges Rs.2000/- +Applicable GST Per Year.
d.पार्टियों को डाउनलोड करने के लिए उपलब्ध एनआईटी की तिथि/ Date of NIT available to parties to download	20.02.2024 to 06.03.2024(up to 14:00 hrs.)
e. प्रीबीडमीटिंग की तिथि और समय/ Pre – Bid Meeting Date & Time	26.02.2024 at 11:30 Hrs at o/o SE(Contract).
f. अग्रिम धन तथा निविदा दस्तावेज की कीमत जमा करने की अंतिम तारीख/ Last date of submission of EMD & Tender Document fee at Syama Prasad Mookerjee Port, Kolkata	11.03.2024 (up to 12:00 hrs.)
g. ई-निविदा को ऑनलाइन जमा करने की प्रारम्भिक तिथि/ Date of Starting of e-Tender for submission of online Techno-Commercial Bid and Price Bid at Enivida Portal	20.02.2024 (From 14:00 hrs. onwards)
h.ई-निविदा को ऑनलाइन जमा करने की अंतिम तिथि/ Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	06.03.2024(Up to 15:00 hrs.)
i. ई-निविदा को खुलने की तिथि और समय/ Date & time of opening of Techno-Commercial Bid	07.03.2024 (After 13:00 hrs.) (Only Techno Commercial Part)
j. चयन की विधि/ Method of Selection	Quality and Cost Based Selection (QCBS)
l. प्रस्ताव की वैधता / Proposal Validity	Four (4) months from the date of opening.
m. Cost of preparing the Proposal and site visit	. The quotation shall be inclusive of all costs to be borne by the successful bidder.
n. डिलिवरेबल्स / Deliverables	All report/Drawings / models etc. are to be submitted in five (5) hard copies and two(2) soft copies.

ध्यान दे /Note:

- Bids are invited for providing comprehensive architectural services for Conceptualization, Designing, and Preparation of DPR & Supervision during execution of Port Heritage Museum (Tourist Interpretation Centre cum Citizen Engagement Centre) at Indenture memorial complex in Kolkata.
- Bidders are advised to visit and examine the site and satisfy themselves before submitting their offer. The nature of site, the means of access to the site and in general to obtain all necessary information as to the risks, contingencies and other circumstances may influence or affect their tender offer..

iii) In the event of any unforeseen closure of work / holiday on last day of submission / date of opening of tender, the respective dates shall be extended to the next working day without any further notice.

अनुलग्नकों की सूची / List of Annexures:

Important Instructions for E- procurement	: - Annexure - A
Commercial Terms & Conditions	: - Annexure - B
Techno Commercial Bid	: - Annexure - C
List of Scanned Documents required to be uploaded (Document consisting Annexure A to Annexure D To be treated as Techno Commercial Part)	: - Annexure – D
Price Bid (Financial Part)	: - Annexure – E
(Both the Techno Commercial Part & Financial Part will be uploaded separately & will be available both in the SMPK website & Enivida Portal)	
General Conditions of Contract	: - Annexure – F

मुख्य अभियन्ता/ **Chief Engineer**
सिविल इंजीनियरिंग विभाग / **Civil Engineering Department**
श्यामा प्रसाद मुखर्जी पत्तन, कोलकाता / **SYAMA PRASAD MOOKERJEE PORT, KOLKATA**
निविदा आमंत्रण प्राधिकारी / **Tender Inviting Authority.**

2.0 ई-निविदा के लिए महत्वपूर्ण निर्देश/ Important Instructions for e-Tender

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

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

- Bidders Manual Kit
- Help for Consultants
- FAQ
- संपर्ककरें /Contact Persons (Syama Prasad Mookerjee Port, Kolkata):
 1. Moumita Guha Thakurta, Urban planner, Estate Division, M.No. 9830936339
email :- moumita.gt@kolkataporttrust.gov.in
 2. A Bagchi, Superintending Engineer(Contract), M.No. 9674720079
email :- फोन नंबर / Phone no.: **03371012457**,
ई-मेल आईडी/E-mailIDs :- a.bagchi@kolkataporttrust.gov.in

संपर्क करें (एनीविडा पोर्टल) /Contact Persons (Enivida Portal):

फोन नंबर /Phone No.: - **7278929467/8448288981**

ई / आईडी मेल-E-Mail IDs: - enividahelpdesk@gmail.com&ewizardkumar@gmail.com

1	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
2	E-tender cannot be accessed after the due date and time mentioned in NIT.
3	SMPK reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
4	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
5	No deviation to the technical and commercial terms & conditions are allowed.
6	The bidders must upload all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the tender shall not be considered.
7	The bid will be evaluated based on the filled-in technical & commercial formats.
8	Bidder has fully read and understood the entire Tender Document, GCC, Corrigendum and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Corrigendum and Addendum. A declaration in this regard is to be submitted by the bidder.
9	(A) Tender will be opened electronically on specified date and time as mentioned in the NIT. Bidders can witness electronic opening of Bid. (B) Necessary addendum/corrigendum (if any) of the tender would only be hoisted in the SMPK website and Enivida Portal .
11	(A)Part-I i.e. Techno commercial bid will be opened electronically on specified date and time as mentioned in the NIT, Bidder's can witness electrnic opening of bid (B) Part-II i.e. Price Bid will be opened electronically of only those bidder(s) whose offer will be technocommerciallyqualifiedandacceptedbyKoPT.Suchbidder(s)willbe intimatedthe date of opening of Price Bid(Part-II) in due course through valid email confirmed bythem.

SYAMA PRASAD MOOKERJEE PORT, KOLKATA (Formerly KOLKATA PORT TRUST)

श्यामा प्रसाद मुखर्जी पत्तन, कोलकाता (पूर्व में कोलकाता पोर्ट ट्रस्ट)

CivilEngineeringDepartment

सिविल इंजीनियरिंग विभाग

Office of the Chief Engineer / मुख्य अभियंता का कार्यालय,**6, Fairlie Place, Fairlie Warehouse, Kolkata- 700001/****6, फेयरली प्लेस, फेयरली वेयरहाउस, कोलकाता- 700001।**फोन नंबर / Phone no – **033 2230-3451** Extension: 398,399,400फैक्स/ Fax - **(033) 2230-0413**ई / मेल आईडी – **E-mail id: nmallick@kolkataporttrust.gov.in &****moumita.gt@kolkataporttrust.gov.in****3.0. वाणिज्यिक नियम और शर्तें / Commercial Terms & Conditions**

Sl. No.	नियम/ TERMS
1	Mere participation in e-tender will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of techno-commercial evaluation of bids also.
2	Copy of valid NSIC Certificate or MSME Certificate under MSME (for the relevant work only) has to be submitted along with the bid.
3	अग्रिम धन राशि / EARNEST MONEY : As Per NIT
4	E-Tenderers submitted without requisite Earnest Money are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) or MSME for items for which the tender is invited.
5	काम की गुंजाइश / SCOPE OF WORK : As per E-Tender Document
6	The Terms and Conditions of E-Tender shall be read in conjunction with the General Conditions of Contract, Specifications, Financial Bids and other documents forming part of this Contract wherever the Contract so requires.
7	The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Terms and Conditions of the tender shall prevail over the General Conditions of Contract of SMP, Kolkata. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Chief Engineer, SYAMA PRASAD MOOKERJEE PORT, KOLKATA, thereon shall be final and binding upon all parties
8	The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. SMPK' General Conditions of contract is the integral part of the tender / contract. The above-mentioned General Conditions of Contract is appended with the tender document.

9	SMPK SMPK is not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof
10	The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Kolkata.
11	Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding
12	Bidders are advised to visit and examine the site and satisfy themselves before submitting their offer. The nature of site, the means of access to the site, accommodation they may require and in general to obtain all necessary information as to the risks, contingencies and other circumstances may influence or effect their tender. The bidder may contact Urban Planner, Estate Division or her authorized representative at his office at 6, Strand Road, Kolkata 700001 in this regard. Non-compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.
13	<p>वैधता / VALIDITY: -</p> <p>The tender shall remain open for acceptance for a period of 4 (four) months from the date of opening of techno-commercial bid.</p> <p>If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the SMPK and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the SMPK / sanctioning Authority.</p>
14	<p>गैर-उत्तरदायी बोलीदाता / NON- RESPONSIVE BIDDER: -</p> <p>The offer/tender shall be treated as non-responsive, if it:</p> <ul style="list-style-type: none"> (i) is not accompanied by requisite Earnest Money /valid NSIC Registration Certificate /MSME Registration Certificate. (ii) is not accompanied by requisite tender paper cost/or valid NSIC/ MSME Registration Certificate. (iii) validity of the offer is less than tender stipulation, (iv) does not meet the Qualification Criteria as stipulated in the NIT. (v) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely/offer or tender if submitted with any deviation from the tender terms & conditions. <p>In addition to above, a bidder may be disqualified if –</p> <ul style="list-style-type: none"> a) The bidder provides misleading or false information in the statements and documents submitted. b) Record of unsatisfactory performance during the last seven years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the Bidder or inordinate delays in completion or financial bankruptcy etc. <p>The decision of Syama Prasad Mookerjee Port, Kolkata in this regard shall be final and</p>

	binding on the Bidder. Offer / tender is submitted with any deviation from the tender terms & conditions.
15	बयाना राशि और सुरक्षा जमा/ EARNEST MONEY AND SECURITY DEPOSIT: - : As per tender Document .
16	प्रदर्शन की गारंटी / PERFORMANCE GUARANTEE: - The bidder should submit a Performance Guarantee in the form of B.G. for 10 % (ten percent) of contract value in SMPK's proforma from a Scheduled/ Nationalised Bank within 21 (twenty one) days from the date of issue of LOI/Work Order, failing which NO BILL WOULD BE RELEASED.
17	In the event of the successful bidder failing to execute the work within the stipulated time period without sufficient reasons acceptable to the SMPK, the Performance Guarantee may be forfeited and encashed and the order be cancelled at the option of the SMPK' apart from other actions.
18	कीमतों/ PRICES: - As per Scope of work given in the tender document.
19	Price(s) to be quoted should remain firm over the contract period
20	The prices quoted shall be including all statutory levies excluding GST, which shall be paid extra.
21	मूल्यांकन पैमाना / EVALUATION CRITERIA: As per relevant clause of Tender document.
22	भुगतान / PAYMENT: - As per Tender document.
23	स्थान / LOCATION: As per Tender document.
24	पूरा होने का समय / TIME OF COMPLETION: As per Tender document
25	Work is to be carried out as per terms & condition of the contract document.
26	न्यायालय का अधिकार क्षेत्र / JURISDICTION OF COURT: -The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Kolkata
27	Compensation (Liquidated Damages) against failure to complete the work within the stipulated time as per tender condition.
28	मूल्य समायोजन खंड / PRICE ADJUSTMENT CLAUSE: As per Tender document.
29	तकनीकी क्षमता / TECHNICAL CAPACITY: As stipulated in Tender document.

SYAMAPRASADMOKERJEEPORT, KOLKATA (Formerly KOLKATAPORT TRUST)

श्यामा प्रसाद मुखर्जी पत्तन, कोलकाता (पूर्व में कोलकाता पोर्ट ट्रस्ट)

Civil Engineering Department

सिविल इंजीनियरिंग विभाग

Office of the Chief Engineer / मुख्य अभियंता का कार्यालय,

6, Fairlie Place, Fairlie Warehouse, Kolkata- 700001/

6, फेयरली प्लेस, फेयरली वेयरहाउस, कोलकाता- 700001।

एनआईटी नं/ NIT NO.: SMPK/KDS/CIV /T/2826/08

Dt. 20.02.2024

NOTE: निविदा दस्तावेज डाउनलोड करने की अंतिम तिथि/Last Date of Download of tender documents :06.03.2024(upto 14.00 hours)

निविदा प्रस्तुत करने के कारण है/ Tender is due for submission by 15.00 Hrs. On 06.03.2024

निविदा खुलने वाली है/ Tender is due for opening after 13.00 Hrs. On 07.03.2024

तकनीकी वाणिज्यिक बोली /Techno Commercial Bid

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निविदा के लिए "कोलकाता में इंडेंट्योर मेमोरियल कॉम्प्लेक्स में पोर्ट हेरिटेज म्यूजियम (टूरिस्ट इंटरप्रीटेशन सेंटर / सिटीजन एंगेजमेंट सेंटर) के निष्पादन के दौरान डीपीआर की संकल्पना, डिजाइनिंग, तैयारी और पर्यवेक्षण के लिए संगठन की नियुक्ति"

TENDER FOR "Appointment of Organization for Conceptualization, Designing, Preparation of DPR & Supervision during execution of Port Heritage Museum (Tourist Interpretation Centre cum Citizen Engagement Centre) at Indenture memorial complex in Kolkata"

लघु निविदा सूचना / **SHORT TENDER NOTICE**

E-Tender is invited from reliable, bonafide & experienced agencies with required experience as per Pre-Qualification Criteria stipulated in Tender Document for the following work at Syama Prasad Mookerjee Port, Kolkata.

कार्यकानाम/Name of work	:	"Appointment of Organization for Conceptualization, Designing, Preparation of DPR & Supervision during execution of Port Heritage Museum (Tourist Interpretation Centre / Citizen Engagement Centre) at Indenture memorial complex in Kolkata."
एनआईटी नंबर /NIT No	:	SMPK/KDS/CIV /T/2826/08 Dt. 20.02.2024
निष्पादन की अवधि/ Period of Execution	:	The total contract period shall be 2 years including part A & part B. 2 months for Part A.
ईएमडी (बयाना राशि जमा)/बोली सुरक्षा/ EMD (Earnest Money Deposit)/ Bid Security	:	Rs.30,000.00/ (Rupees Thirty Thousand Only)
के डाउनलोड की अवधि/ निविदा(दोनों दिन सम्मिलित) / Period of Download of E-Tender (Both Days Inclusive)	:	20.02.2024 to 06.03.2024(UPTO 14:00 hrs.) (Bid document will be available on https://kopt.enivida.in). Bidders will have to participate in bidding process through website https://kopt.enivida.in/ only.
प्री-बिड मीटिंग और साइट विज़िट के लिए दिनांक और समय / Date and Time for pre-bid meeting & site visit	:	26.02.2024 at 11:30 hrs.
ई-निविदा जमा करने और निविदा खोलने की अंतिम तिथि/Last date of submission of e-tender and opening of the tender	:	प्रस्तुत करना /Submission on 06.03.2024 Up to 15:00 hrs. खुल रहा है /Opening on 07.03.2024 after 13:00 hrs. (Techno Commercial Part only)
निविदा दस्तावेज की लागत (नॉन रिफंडेबल) / Cost of Tender Document (Non-refundable)	:	The intending bidders should submit the tender cost of Rs 1770/- (Rupees one thousand seven hundred and seventy only) including @18% GST to SMPK through DD/Banker's Cheque in favour of Syama Prasad Mookerjee Port, Kolkata on any scheduled/Nationalised Bank payable at Kolkata otherwise their offer will be summarily rejected. As per cl. 2, page no.12
संपर्क व्यक्ति / Contact Persons.	:	Superintending Engineer(Contract) Urban Planner

4.0: बोलीदाता को निर्देश / INSTRUCTIONS TO BIDDER

E-TENDER FOR “Appointment of Organization for Conceptualization, Designing, Preparation of DPR & Supervision during execution of Port Heritage Museum (Tourist Interpretation Centre cum Citizen Engagement Centre) at Indenture memorial complex in Kolkata.”

निविदा के लिए “कोलकाता में इंडेंचोर मेमोरियल कॉम्प्लेक्स में पोर्ट हेरिटेज म्यूजियम (टूरिस्ट इंटरप्रीटेशन सेंटर / सिटीजन एंगेजमेंट सेंटर) के निष्पादन के दौरान डीपीआर की संकल्पना, डिजाइनिंग, तैयारी और पर्यवेक्षण के लिए संगठन की नियुक्ति”

एनआईटी नं/ NIT NO.: SMPK/KDS/CIV /T/2826/08

Dt. 20.02.2024

1.0 आम /GENERAL

The work as described in the tender shall be executed in Kolkata and in accordance with the attached General Conditions of Contract, Special Conditions of Contract, Particular Specifications, and Drawings (if any) & detailed Financial Bids. Location Plan of the place of work might be inspected at the office of the **Urban Planner, Estate Division**, on any working day before quoting for the tender.

2.0 Cost of tender paper and EMD are to be physically deposited at the office of Chief Engineer at 6, Fairlie Place, Fairlie Warehouse, Kolkata-700001 by bidders through Bank Draft/Banker's Cheque/Demand Draft/Pay Order etc. On any scheduled/nationalised Bank, in favour of Syama Prasad Mookerjee Port, Kolkata, payable at Kolkata, within 3 working days after opening of tender.

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

- i) Name of remitting bidder :
- ii) Tender No. :
- iii) Amount remitted :
- iv) Date of remittance :
- v) Bank Draft / Cheque No. :

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

- i) Name of remitting bidder :
- ii) Tender No. :
- iii) Amount remitted :
- iv) Date of remittance :
- v) Bank Draft / Cheque No. :

Tender submitted without requisite cost of tender paper will be liable for rejection.

3.0 बोली प्रस्तुत करने का तरीका /MODE OF SUBMISSION OF BID:

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

3.2 A Bid shall contain the following scanned copies of which are to be uploaded (Refer Annexure D):

- i) GST registration certificate.
- ii) Valid Trade Licence (Valid for current period & also for type of work).
- iii) Valid Professional Tax Clearance Certificate / Up to date tax payment challan. If this is not applicable, the bidder must submit a declaration in this regard.
- iv) Details of the firm as per Schedule-O (in Part-I) of the tender document duly filled up.
- v) Credentials in the form of copies of Letters of Award of Works along with corresponding/successful Completion Certificates from clients to justify that the intending bidder satisfies the mentioned pre-qualification criteria.
- vi) Last three years balance sheet and profit & loss account in support of Annual Financial turnover (**i.e. 2020–2021, 2021-2022 and 2022-2023**). **The same should be audited as per relevant norms wherever required along with UDIN of the Auditor.**
- vii) PAN Card
- viii) Bank Draft/ Pay order etc. regarding Cost of EMD and Tender documents/valid NSIC certificate
- ix) A list of technically qualified and skilled persons would be engaged to supervise and execute the work.
- x) Self declaration of the bidder that the Bidding Firm has Not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India(to be mentioned in the **letter head of the Firm**).
- xi) Self-declaration regarding the proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work (to be mentioned in the **letter head of the Firm**).
- xii) Undertaking of the tenderer to be submitted as per enclosed Pro-forma (ANNEXURE –D-1) in lieu of submission of signed copies of the full Tender document, G.C.C, addenda & corrigendum in the **letter head of the Firm**.
- xiii) Last page of “Financial Bid” & the “Form of Tender” duly filled up (without price quoted) shall be duly signed and stamped by the Bidder.
- xiv) “Form 1 to 4” duly filled up shall be duly signed and stamped by the Bidder.
- xv) TDS certificate including 26 AS should essentially be submitted to validate the legitimacy of the work completion certificate.

N. B.-1 The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities for clarification of his documents or credibility.

N.B.-2 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.

3.3 All the bidders should submit the e-tender in accordance with the Mode of submission of Bid as afore-said.

4.0 सुरक्षा जमा राशि / SECURITY DEPOSIT:

The consultant would Performance BG as per attached proforma to be submitted @ 10% (ten percent) of the contract value / work order value and the same will be released after successful completion of the work.

5.0 विलंब/समय का विस्तार/परिसमापन क्षति/ठके की समाप्ति / Delay/ Extension of time/ Liquidated Damage/ Termination of Contract:

Clause 8.0 of G.C.C. to be referred regarding Delay/ Extension of time/ Liquidated Damage/ Termination of Contract.

6.0 बयाना राशि की वापसी /REFUND OF EARNEST MONEY:

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

7.0 ऑफर की वैधता /VALIDITY OF OFFER:

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

8.0 ई-निविदाकारों की विस्तृत जांच /DETAILED SCRUTINY OF E-TENDERERS:

During the course of examination of Part-I of the bid, the bidders, if asked for, shall furnish any or additional document(s) for the purpose of evaluation of his / their bids.

9.0

9.1 During Techno-Commercial Evaluation, i.e. evaluation of Part-I of tender, an offer shall be considered non-responsive in case it:-

- i) is not accompanied by requisite EMD/ Tender Paper Cost /NSIC /MSME Registration certificate.
- ii) validity of the offer is less than tender stipulation,
- iii) does not meet the Qualification Criteria as stipulated in the NIT.
- iv) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely/offer or tender if submitted with any deviation from the tender terms & conditions.

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

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

The decision of Syama Prasad Mookerjee Port, Kolkata in this regard shall be final and binding on the Bidder.

10.0 For Micro & Small Enterprises (MSEs) registered with NSIC & or MSME:

10.1 Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) or MSME are exempted from depositing Cost of Tender Document.

10.2 If Micro & Small Enterprises (MSEs) registered with NSIC or MSME intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, as per NIT. Otherwise their offer will not be considered.

10.3 Copy of valid NSIC Certificate for MSEs has to be submitted along with bid.

11.0 मूल्यांकन पैमाना /EVALUATION CRITERIA:

11.1 The Quality and Cost Based Selection (QCBS) Selection method will be adopted in evaluating the proposals as detailed below :- .

Technical Evaluation :-

The evaluation criteria for assessing the proposals are as follows:

S.No.	Evaluation Criteria	Max Marks
1	Technical	
	Concept and Presentation The Bidder has the liberty to conceive the project at their own ideas keeping in the mind that shall covered the all component as shown in the tender documents with architectural features. They must visit the site before the presentation. The presentation to be prepared on the bases of Technical approach and methodology , Work Plan, Concept Design, 3D views and Broad Cost for each Component.	
a	Potential and Constraints perceived by the Bidder for Detailed Project Report for Development of Port Heritage Museum (Tourist Interpretation Centre cum Citizen Engagement Centre) at Indenture memorial in Kolkata	20
b	General approach, concepts and elements to be adopted by the Bidder for the proposed DPR	24
c	Subject Matter Expert having experience of Digital Interpretation center	20
d	Concept Design & 3D View	20
e	Technical approach and methodology	16

A bidder has to score a minimum 70 marks out of 100 marks in technical evaluation to be eligible for opening of Financial bid.

11.2 Selection Criteria

Financial proposal of the technically qualified firms will be opened & the Bidder getting highest score in QCBS will be awarded the contract.

The Evaluated Bid Score (B) will be calculated for each responsive bid using the following formula :-

$$B = C_{low} / C \times 0.70 + T / T_{high} \times 0.30$$

Where

C = Evaluated Bid price

C_{low} = the lowest of all evaluated bid prices among responsive bids.

T = the total technical score awarded to the Bid.

T_{High} = the highest technical score awarded to the best among responsive bids.

Note: If SMPK feels that, there is any negotiation needed in financial quoted by bidder, as per Mutual consent of both parties bidder may be asked to revise the proposal. If bidder denies for revision, then second highest bidder will be considered. The Authority will determine whether the financial proposals are complete, correct and free from any computational error and indicate correct prices in local currency (Indian Rupee).

The Authority will notify the successful tenderer in writing by letter and e-mail. After finalization of detailed scope of work, terms & conditions, schedule, and professional fee for the services, the firm selected will be required to enter into a contract agreement with Authority to provide the envisaged services described in the Scope of work.

11.3 Work order shall be awarded to the bidder duly selected having highest QCBS score after obtaining administrative approval in the matter. The successful bidder shall be given two copies of work order and the bidder shall be required to return a copy duly signed under office seal within 02(two) days from the date of issuance of work order. Till such time the contract agreement is signed, the work order along with this bid document and Addenda / Corrigenda etc issued in connection with the subject work shall be construed to form bid agreement and shall be binding to both the parties.

11.4 Special Conditions

- i) Conflict of Interest - The Bidder shall not receive any remuneration in connection with the assignment except as provided in the contract. The Bidder and its affiliates shall not engage in consulting or other activities that conflict with the interest of the SMPK under the contract.
- ii) The contract shall include provisions limiting future engagement of the Bidder for other services resulting from or directly related to the firm's consulting services in accordance with following requirements: -
 - (1) The Bidder shall provide professional objective and impartial advice and at all times hold the SMPK's interest's paramount without any consideration for future work and that in providing advice they avoid conflicts with other assignments and their own interests. Conservative Professional shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients SMPK or that may place them in a position of being unable to carry out the assignment in the best interest of SMPK without limitation on the generality of the foregoing Conservative Professional shall not be hired under the circumstances set forth below:
 - (a) SMPK firm hired to provide consulting services for the preparation or implementation of this project or any affiliate that directly or indirectly controls is controlled by or is under common control with that firm shall be disqualified from subsequently providing goods, works or services under this proposed work but not from other consulting services not resulting from or directly related to the subject consulting services of the Consultant.
 - (b) Relationship with SMPK's staff – Bidder including their experts and other personnel and sub-agency/organization that have a close business or family relationship with a professional staff of the SMPK (or of the project implementing agency) who are directly or indirectly involved in any part of (i) the preparation of the TOR for the assignment (ii) the selection process for the consultant (iii) the supervision of such contract may not be awarded a contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the SMPK throughout the selection process and the execution of the contract.

11.5 Bidder Liability

The Bidder is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the professional by the applicable law.

11.6 Disqualification

SMPK may at its sole discretion and at any time during the evaluation of proposal, disqualify any respondent, if the agency:

- i) Submitted the proposal without the Tender fee and EMD.
- ii) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- iii) Exhibited poor performance such as a ban on doing works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- iv) Failed to provide clarifications related thereto, when sought.
- v) Submitted more than one proposal.
- vi) Was declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices.

11.7 Commencement and Termination of Services

The Consultant shall commence the Services within a period of 15 (fifteen) days from the date of issue of work order ("Effective Date") to the Firm by SMPK.

If the bidder firm does not commence the Services within the designated period as stated above, SMPK may, by not less than 1 (one) weeks' notice to the firm, declare their appointment to be null and void, and the bidder shall be deemed to have accepted such termination.

12.0 निविदा की स्वीकृति /ACCEPTANCE OF TENDER:

12.1 Syama Prasad Mookerjee Port, Kolkata reserves the right to accept / reject any / all offer(s) without assigning any reason thereof and also reserve the right to accept the tender in part or as a whole.

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

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

13 विविध/ MISCELLANEOUS:

- i. Bidder shall submit his offer for complete scope of work, strictly in accordance with the tender documents. Any deviation from the tender documents and / or any incomplete tender shall not be considered.
- ii. The bidder shall not impose his own terms & conditions in his offer or quote his rates based on his own terms and conditions, such E-Tenderers are liable to rejection at the option of the SMPK without further reference to the bidder.
- iii. All measuring units are in Metric System and rates and sums in the tender are in Indian Currency. The language used throughout shall be in English.
- iv. The Tender Documents with all the enclosures, appendices, Abstract Form of Tender and Form of Tender shall be required to be complete, duly filled in and signed and uploaded.

- v. The Bidder shall give a declaration about the names of their relations employed in Syama Prasad Mookerjee Port, Kolkata. It is not the intention to debar the Consultants from working if their relatives are working in SMPK, but such a declaration is necessary in the interest of SMPK against any possible lapses.

5.0: अनुबंध की विशेष शर्तें / SPECIAL CONDITIONS OF CONTRACT

E-TENDER FOR“Appointment of Organization for Conceptualization, Designing, Preparation of DPR & Supervision during execution of Port Heritage Museum (Tourist Interpretation Centre / Citizen Engagement Centre) at Indenture memorial complex in Kolkata.”

निविदा के लिए "कोलकाता में इंडेंच्योर मेमोरियल कॉम्प्लेक्स में पोर्ट हेरिटेज म्यूजियम (टूरिस्ट इंटरप्रीटेशन सेंटर / सिटीजन एंगेजमेंट सेंटर) के निष्पादन के दौरान डीपीआर की संकल्पना, डिजाइनिंग, तैयारी और पर्यवेक्षण के लिए संगठन की नियुक्ति”

1. आम/ GENERAL:

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

2. निविदा दस्तावेजों की वरीयता का सहसंबंध और क्रम /CORRELATION AND ORDER OF PRECEDENCE OF TENDER DOCUMENTS:

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

- (a) Order letter.
- (b) Conditions of Contract Document.
- (c) General Conditions of Contract.

In case of any dispute, question or difference either during the execution of the work or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Chief Engineer, Syama Prasad Mookerjee Port, Kolkata, thereon shall be final and binding upon all parties.

The execution of work shall conform minutely to the approved & assigned drawings & specification & any other detail drawings which shall be provided /duly approved by the Engineer during the progress of the work as to such other drawings those have formed part of the contract documents.

3. बोलीदाताओं के लिए पूर्व-योग्यता मानदंड /PRE-QUALIFICATION CRITERIA FOR BIDDERS: -

The intending bidder must have successfully completed work related to Consultancy for development of Museums/Art Gallery/Exposition centre/Interpretation centre “during the last 10(ten) years ending last day of month previous to one in which applications are invited and the experience should be either of the following:

- i) 03 (three) completed works with each Project cost not less than Rs. 6.00(six) Crore or
- ii) 02 (Two) completed works with each Project cost not less than Rs. 7.50(seven point five zero) Crore or
- iii) 01 (One) completed work of Project cost not less than Rs. 12 (twelve) Crore

The Tenderer shall have to furnish documents (certified copy), viz. order letter and proof of execution (Completion) to establish his credentials.

ii) The Average Annual Financial Turnover of the bidding firm during the last three years, ending on 31-03-2023, should be not less than Rs 50.00 Lakh. The same should be audited as per relevant norms wherever required along with UDIN of the Auditor.

4. काम की गुंजाइश / SCOPE OF WORK:

SMPK is issuing this Request for Proposal inviting expert and reputable firms with proven experience in conceptualizing, planning, designing, supervising execution of museums & similar projects at national or international level.

Port Heritage Museum (Tourist Interpretation Centre / Citizen Engagement Centre) at Indenture memorial complex in Kolkata should be interactive and apply contemporary concepts of museum making provision for audio guide, artificial simulation, etc.

The DPR of project is to be planned according to guidelines of “Museum Grant Scheme” of Ministry of Culture, Govt of India or any other suitable Central/State Government or any other funding agencies scheme as directed by SMPK. The follow up has also to be done after submission of DPR to concerned department / Ministry / Agency for funding. The required presentations, incorporation of suggestion provided by funding department / agencies will also be part of scope.

SMPK is planning for setting up **Port Heritage Museum** (“Interpretation Center cum Citizen Engagement Centre”) at Indenture memorial complex in Kolkata. **Interpretation centers are a new-style “Museum”**, often associated with visitor centers or eco-museums, designed to connect to cultural, historic or natural sites. Unlike traditional monuments or museums, interpretation centers do not aim to collect, or study objects; they are specialized for communicating the significance and meaning of history, to educate and raise awareness, and conserve by different means of communication to enhance the understanding of heritage. These are built to aid and stimulate the discovery process and the visitor's intellectual and emotional connection to heritage, the main strategy tends to be user-friendly and interactive, and often use scenography exhibitions and multimedia programs.

The concept of digitization is converting or representing something non-digital, like paper documents, microfilms, images, photographs, sounds etc. into a digital format which then can be used by a computing system for numerous possible reasons. It involves the application of digital tools (e.g., computers, databases and networks).

More specifically, the digitization of an Interpretation Center can be defined as a three-fold process: the incorporation of digital tools in the Interpretation Center’s work processes, the creation of digital versions of its objects and object-related information, and finally the creation of a presence on the Internet (and through other digital modes of communication such as Apps) that potentially might evolve into a full-scale digital equivalent of (if not a substitute for) the Interpretation Centre.

The contribution of digital technologies to the conservation and preservation of cultural heritage have been widely acknowledged and digitization is already influencing the very definition of a historical building. Digitization of collection material affects how our historical buildings are run or how they would be experienced by the public. The advantage of being able to administer, examine, analyse, transport and exhibit the relevant objects without having their access, move, expose or endanger them, is perhaps one of the great advantages that technology has given to the historical sector. However, going digital is not about installing a mobile App for a service or product, or about digitizing a collection at a centre. It is an end-to-end process that looks at the entire relationship with your audience.

It is an innovative style of tourist interpretation Centre in which: -

- Diverse means of communicative technology will be used to enhance the understanding of Port History, Port Heritage, Port Operations, Events, and Achievements of SMPK in these 150 years. A dedicated segment on history and heritage will comprise Indentured labourers , Hooghly River Rabindra Setu , so on and so forth. .
- It will help and excite as a must-visit place amongst the tourists and visitors which will both connect intellectually and emotionally with the legacy of SMPK.
- A one stop Kolkata Port information center which summarizes the complete bucket of its history and legacy.
- This multi-purpose engagement center will showcase the future development of the Port and the various initiatives it is undertaking. Citizen can come and witness the futuristic Kolkata Port through Artificial simulation.
- Suggestive manning pattern / plan for Operation of Museum.

4.1 Deliverables

Under this assignment, for the **Port Heritage Museum (Tourist Interpretation Centre / Citizen Engagement Centre) at Indenture memorial complex in Kolkata** consultancy is expected to carry out these activities.

Part-A

- Prepare a Detailed Project Report (DPR) :- Carry out background studies and assessments** to inform the Museum's content and design. Preparation of DPR in consultation with SMPK. Soil test report and topographic survey of site to be shared with the successful bidder by SMPK.
- Preparation of Detailed Estimates & Detailed drawings** Including all relevant architectural and engineering specifications as well as management plan for the Museum.
- Follow up with funding with Ministry/Department/Agency, making presentations & when required, incorporation of suggestion provided by funding agency & submission of final DPR.**

Part-B

i). **Supervise the execution of the proposed works** for adherence to DPR. Preparation of tender documents, detailed working drawing and other documents, timeline planning for execution of work on site by consultant.

Part-A: Preparation of DPR

(i) **Historical/Cultural research:** The consultancy will examine historical events, cultural ethos and expressions amongst other relevant aspects in order to inform the overall conceptualization and subsequent preparation of the DPR. The research should also inform the approach for the definition of statement of purpose and content display.

Output: Initial conceptual framework and approach for the network of venues based on the Port's history, living heritage and its defining elements and evolution.

(ii) **Detailed mapping and documentation of existing conditions of the site/building** as a baseline for the work. This will entail:

a. **Sourcing Information**

Obtain existing master plans, land use drawings, building codes and urban design guidelines from appropriate government agencies, as required

b. **Surveys**

1. **Building and Site Conditions:** Total station survey of the site and building is available with SMPK but ground truthing to be done by the consultant

2. **Socio-Economic and Environmental Mapping:** Mapping of the living, economic and social activities in the surroundings of the areas of intervention, which may influence the architectural and interpretative proposals.

3. **Surroundings Condition Assessment:** Detailed condition assessment of the roads, adjacent built structures and street facades, open spaces and natural features, infrastructure, services and amenities etc., in main intervention areas.

4. **Output:** Detailed profile of buildings and sites with surroundings along with drawings (if required)

c. **Content development and exhibition plan for the Museum/Interpretation Centre:** The consultancy will be responsible for proposing the overall interpretative and exhibition concept and any other soft aspects aimed at sustainable management and maintenance of the Site. The multiple functions of heritage interpretation and exhibition making (i.e., curation, design, fabrication, production, installation, maintenance) may be considered accordingly the consultancy will have to show the concept along with 3D walkthrough of proposed components of project.

Research and Development of Concept Plan

i. Research and benchmarking on other similar Museums for the development of the gallery themes and narrative, selection of exhibits.

ii. The agency to undertake necessary historical research, literature study, stakeholder consultation, expert consultation and any other research, which are relevant to developing concept plan and development of the content for the project.

- iii. Concept planning should be based on after taking into consideration of the available space, number & types of objects expected to be on display and objects available in reserve collection and their context and importance in the overall theme for creating a seamless narrative which shall be applicable for all galleries in proposed Museum.
- iv. Conceptualizing visuals, visualizing multi-sensory aids and mediums for content display, exhibit planning of the exhibition including holographic displays
- v. Overall List of objects will be made available to successful bidder. The concept plan should also incorporate aspects for making the overall presentation more interactive and to enrich visitor's experience. The bidder to do their independent study and research for identifying the objects which are to be displayed in the Museum in Consultation with other agencies.
- vi. The Consultant shall also provide a detailed timeline for execution of the project.

Storyline and Space planning

- i. Content development and storyline of each gallery of the museum.
- ii. Under the aegis of the overall concept plan, different themes and sub-themes will be created based on physical space separation, timeline, availability and contextualisation of objects. The successful bidder or the agency shall provide the Concept Plan along with sub themes, space planning, list of objects for display, proposed digital interventions etc.
- iii. The consultant shall also submit 3-D layout and walkthrough model for all the gallery spaces to depict the final presentation, proper visualisation and for final approval.
- v. Visitor flow patterns with entry-exit system

Content Development, Interior Design and Exhibit Design

- i. The consultant shall be responsible for collection of information, sourcing artifacts, antiquities and various other display items (Original & replicas) for establishing the Museum.
- ii. This will include the arrangement and lay-out of the galleries, Content development, designing of the display panel, colour composition of gallery, display of exhibits, planning of display area, design of pedestals and showcases, light design for galleries and outdoor exhibits, exhibition designs & display of exhibits, storage facilities, installation of public information system & signage. The consultant shall take into account the following points while preparing the Interior Design and Exhibit Detailing of the museum:
 - The development of holistic display system, preparation of graphic and textual materials including artifacts/ objects, models, content and medium of display like captions, digital labels, blow ups, interpretative boards, interactive technological options like kiosks, plasma screens, use of audio video and multimedia etc.
 - The agency to develop the content for the various media across the Gallery and exhibits. Agency should explore and ensure diversity of mediums and methods for content display such as Digital Content, Multi-Media Museum Content, Multimedia AV Content, theatrical productions, 360 Degree Screens Projections, 360 Degree Screens and 3D Mapping for creating beauty, ambiance and sustaining of Museum.
 - Display design shall also take into account sensitivity of antiquities like temperature, humidity, security, illumination level (after considering the existing light fixtures) etc. The design shall also include formulation of appropriate content and the narratives (Wall text, Object Label, Group Label, Graphics Panel etc.) supporting all exhibits within all galleries, visitor flow patterns with preferred entry-exit system.
 - Schematic Design and Detailing of the exhibits including cases, panels, artifacts, mounts and other similar installations.

- Model, diorama and hands-on exhibit design and specification. Design shall also include provision of the digital technology for content browsing, interactive - immersive - experiencing interpretation comprising of large multitouch screen display, seamless video walls, AR/VR/MR applications, large screen immersive projections, 4K video displays, smart multilingual audio guides through smart phones along with content management system. The content management system and the audio guide should have the scope of further expansion to cover the entire museum space.
- The displays and lighting should be designed considering the Architecture and Building design of the building.
- Acoustic Engineering for the exhibition and gathering areas and inclusion of necessary design elements to control the acoustics; branding and way finding graphics/artwork for non-exhibition areas and special lighting design.
- Mechanical and electrical works coordination with Construction Agency.
- Graphic Design – Final specification, layouts, map and illustration design
- To assist in the Artifact selection for the Museum in consultation with SMPK.
- Any other creative addition like gate, background, fascia to the theme.
- Prepare a list of potential artists and suppliers for completion of custom works and bidder to provide necessary coordination support for engaging such artists and agencies.
- Any other item necessary for Museum set-up and visitor's interpretation and facilitation.

(iii) Master Plan:

1. The consultant shall carry out benchmark studies of similar facilities from across the world and carry out an analysis of the themes for the proposed museum. Further, the consultant shall prepare 3D rendered views of the various themes for development of the building exterior.
2. The consultancy shall prepare a Master Plan for the Project through which the design and development can be planned and executed with a scope for future expansions with increased visitors and up-gradations.
3. The Detailed Plan shall be comprehensive in nature and shall include but not limited to demand projections of the facility and services (based on estimated future footfalls), base map of the Project site, conceptual plans, existing and proposed land use map, integration plan, layout and preliminary drawings, services plan, disaster management plan and phasing and implementation plan.
4. The Master plan has to be approved by SMPK and any other statutory bodies as the case may be.
5. The Master Plan shall be based upon principles of sustainable development and green initiatives, resulting in minimum impact on natural environment.
6. The Consultant shall do an as-is analysis of the existing civil structure of the building and suggest necessary repairs and rectification measures to be taken.
7. The Consultant shall assess demand for all necessary infrastructure and services including but not limited to internal/external/approach roads, water supply, sewerage, storm water drainage, solid waste management, fire hydrants schemes, roads, street lighting, internal lighting, HVAC, telephone system, access control system, waterproofing, electrical and other related or other specialized services and provide infrastructure layout and designs for the same.
8. The Consultant shall incorporate principles of water conservation, use of non-conventional energy sources, energy conservation and efficiency, low pollution, water recycling and hazard/disaster mitigation while planning infrastructure and services.
9. The Consultant shall develop landscape plan along with detailed drawings and specifications.
10. The Consultant shall prepare service plans for circulation, entry-exit plans, crowd management, public health and transportation of movable and immovable components, machineries

or equipment of the facility to and from the Project site and/or facilities as per requirement and compliance with national and local standards.

11. The Consultant shall prepare visitor navigation route map for the Project.

12. The Consultant shall provide “Basis of Planning & Design” report covering all assumptions, basis of planning and design and various other details related to all buildings and facilities to be provided at site.

13. The Consultant shall research for the latest advances and developments in the suggested themes and incorporate them into the exhibit plan and design.

14. The Consultant shall prepare extensive list of items (including equipment / artefacts / exhibits / instruments / collectibles) that would be a part of the Project. Detailing of each item should include BOQ, estimated cost, specifications, and list of recommended makes/manufacturers/suppliers.

Output: Detailed profile of proposed building with surroundings along with detailed drawings along with construction drawings (if required).

(iv) Stakeholder consultations: Based on the previous activities, the consultancy will map and identify key stakeholders and communities, including those likely to influence, contribute (i.e., co-finance, co-manage, advise, etc.) or be affected by the proposed interventions, their suggestions, insights and concerns. The consultancy will ensure that all stakeholder mapping and consultations both take a gender-sensitive approach and consider the views/needs of project.

(v) Preparation of detailed design, drawings and estimates of final components to be included in DPR before submission: Detailed Cost Estimates including detailed specifications for all the proposed works and activities. The capital and operational costs should be estimated based on the project specifications.

Part-B: Preparation of tender documents & detailed working drawings and supervision (Post sanctioned and budgetary allocation of project):

(i) Preparation of BOQ and Tender Documents: The tender documents will be prepared as per Government Standard Procurement Manual; along with tender specifications, tender drawings, and bill of quantities (BOQ) etc. It will include timeframe, responsible agencies, monitorable schedule of implementation and indicators per chart and management plan covering all stages of the implementation process to ensure coordination and minimization of disruption for the general public; IEC and capacity building components; training requirements; and community participation.

(ii) Supervision: To ensure the consultant follows the proposed and approved designs and concepts, the consultancy will supervise the implementation of the works and activities.

Output: Regular field observation checklists, including recommended improvements /modifications if necessary.

4.2 Main Deliverables

(i) Conceptual framework for the network of interpretative and cultural venue based upon and including a report on the findings and documentation from desk reviews, reconnaissance assessments, physical, social, cultural and ecological profiles of the building/site as well as complete social and environmental screening and analysis **(Within 4 weeks of award of work)**

(ii) **Draft DPR** including preliminary design approach, 3 D virtual tours, site plans and micro detailing of any architectural, engineering drawings and of soft components; EMP/RAP/GAP as required; cost estimates and an O&M and execution action plan for all investments **(Within 12 weeks of award of work)**

(iii)Final DPR incorporating all comments from major stakeholders and detailed design, estimate, drawings, Specifications, etc. (Within 16 weeks of award of work). The DPR should include, inter alia:

- (a) Building Design and Space Planning — the description of the scope of work.
- (b) Spatial elements that will be added, where, why and, operationally, what is required to maintain anything proposed. It should present interpretive possibility located both indoor and outside.
- (c) Content Approach and Visualizations — a concept level review of what content will be provided in the Museum. This approach should ideally be vetted by scholars.
- (d) A written description of what the visitor can see and do at each gallery and what will be provisioned, in terms of interpretive design tools, to further visitor appreciation. This should explain how the Museum will engage the visitors in a learning journey.
- (e) Operations Planning — staffing requirements, up-keep costs, and plans for economic self-sustainability, in addition to other considerations that all cultural institutions must make as they self-analyze the ‘business case’ for their existence.
- (f) Implementation Overview — detailing how the overall project can be implemented, on-time and budget.
- (g) Detailed design, drawings, estimates.
- (h) 3D walkthrough of proposed Museum.
- (i) **Follow up with funding agencies, making presentations as required & incorporation suggestions in DPR till funding.**

After Sanctioning of Project:

(iv) **Regular supervision reporting before, during and after works:** Completed regular field observation checklists, including recommended improvements and/or modifications, complete records of tests, measurements, progress reports, etc. Preparation of tender documents including BOQs.

4.3. Timeline and Payment Shedule

PART A:			
S No	Description of Deliverables	Timeline	Payment schedule
1	Concept and Master Plan presentation and finalization	(4 weeks) from the date of issue of work order.	20 % of sanctioned consultancy fees for Part A
2	Submission of draft DPR including all necessary drawings, designs and specifications	(12 weeks) from the date of issue of work order.	30 % of sanctioned consultancy fees for Part A

3	Submission of final DPR along with working drawings and detailed Estimates, 3D Virtual walkthrough in 5 Hard and 2 soft Copies.	(16 weeks) of the date of issue of work order.	40% of sanctioned consultancy fees for Part A
4	After Sanctioning of Project by Competent Authority(ies) .	As per procedure & as per actual time taken.	10% of sanctioned consultancy fees for Part A
Total			100% of Part A
PARTB:			
1	Monitoring during execution of project.	To be paid on pro-rata basis in maximum 03(three) instalments. (upto 30% physical Progress of project)	Upto 30% of sanctioned consultancy fees for Part B
2	Monitoring during execution of project.	To be paid on pro-rata basis in maximum 03(three) instalments. (upto 60% physical Progress of project)	Upto 30% of sanctioned consultancy fees for Part B
3	Monitoring during execution of project.	To be paid on pro-rata basis in maximum 03(three) instalments. (upto 90% physical Progress of project)	Upto 30% of sanctioned consultancy fees for Part B
4	Certification of project Completion.	After certification of completion. (100 % physical Progress of project)	10% of sanctioned consultancy fees for Part B
	Total		100%

4.4. Terms & Conditions:

The Bidder selected shall abide by all the terms & conditions of SMPK as follows:

- i) **The detailed project reports should be made in accordance to the Guidelines of “Museum Grant Scheme” of Ministry of Culture, Govt of India or any suitable Central/State Government’s scheme as directed by SMPK.**
- ii) Joint Venture is not be allowed in the bidding / work .
- iii) The Bidder shall bear all the expenses whatsoever it may for the site visit.
- iv) The Bidder shall appoint any specialist/Architect/consultant if required for the said work at their own cost.

- v) The Bidder shall follow the time schedule for the completion of various items of work as agreed upon.
- vi) The appointment shall be done for both part-A and B mentioned in clause 6 of documents. Separate financial bids will be quoted by bidder. Firstly, consultant will be engaged for Part A and after budgetary allocations from Central Govt. Part - B of agreement will be applicable.
- vii) The Bidder's fee for preparation of Detailed Project Report shall be released as per clause 6.
- viii) SMPK shall have the right to terminate the appointment by giving (07) seven days' notice in case the firm does not perform to the satisfaction of SMPK.
- ix) SMPK reserve the right to accept or reject any/all offers without assigning any reason thereof.
- x) All the above documents of tender shall be signed by the firm & submitted with technical proposal.
- xi) All the corrigendum/addendum regarding this tender will be informed through website.

4.5

1. **Discharge of Functions to be performed by the Bidder-**The Bidder hereby agrees that the fees to be paid as provided herein will be full discharge of function to be performed by them and no claim what so ever shall be against the SMPK in respect of any proprietary rights on the part of any other party relating to the Detailed Project Report. The Bidder shall indemnify and keep indemnified the SMPK against any such claims and all costs and expenses paid by the SMPK in defending themselves against such claims. The Bidder shall always keep the SMPK indemnified against any claim concerning any other parties in connection with the discharge of their responsibility under the agreement.

2. In the event of the failure of the Bidder to complete and do the work within time schedule as stated in the program chart and in a satisfactory manner or in the event of the Bidder committing a breach of any one or more of the terms and condition of the agreement, without prejudice to his rights to claim damages or any other rights or remedies under law, the SMPK shall be entitled to terminate the services of the consultancy of Bidder.

3. In case of failure to complete the Detailed Project Report in proper time or abandonment of work or any other reason, the SMPK will be justified to levy penalty. The quantum of compensation will be determined by the SMPK, subject to the maximum of 10% of the total fees payable.

4. In case of termination of the work, all details pertaining to Detailed Project Report submitted by the Bidder will be sole property of SMPK. SMPK will free to implement the details pertaining to Detailed Project Report directly or through any other Bidder, with or without making changes.

Arbitration- Any dispute or difference what so ever arising between the parties with regard to the interpretation, construction, meaning, scope operation or effect of this agreement or the breach thereof shall be referred to the Board of SMPK for appointment of sole arbitrator as per provisions of the Arbitration and conciliation Act, 1996 as amended from time to time.

The sole arbitrator shall not have any direct or indirect or any past or present relationship or interest in any of the parties. The Arbitration proceedings shall be held in Kolkata and the laws of India shall govern this agreement. The court in Kolkata shall have exclusive jurisdiction.

4.6 स्थान / LOCATION:

The work shall have to be executed at **Indenture memorial complex in Khidirpore Dock, Kolkata.**

5. साइट तक पहुंच /ACCESS TO THE SITE:

(a) सड़क द्वारा / By Road: From **Circular Garden Reach Road.**

6. कार्य स्थल / WORK SITE:

The work site is located at Indenture memorial complex in Khiddirpore Dock area of Syama Prasad Mookerjee Port, Kolkata. Tenderer must visit the work site and its surrounding before submission of the tender, so that due consideration is given to the local conditions at site. The intending tenderer should contact **Urban Planner (Estate Division) 6, Fairlie Place, Fairlie Warehouse, Kolkata- 700001** to make the site inspection along with his representative.

7. साइट का निरीक्षण / INSPECTION OF SITE:

The Bidder shall inspect the site of work and thoroughly familiarise himself with the nature of work, site conditions, and access to the site and location before submission of the tender. He should contact the **Urban Planner (Estate Division) 6, Fairlie Place, Fairlie Warehouse, Kolkata- 700001** collecting information about the site before submission of the tender. No excuse will be entertained afterwards on the above ground.

8. पूरा होने का समय / TIME OF COMPLETION:

The total contract period shall be 2 years including part A & part B. However, if the execution of the project is extended beyond 02(two) years the total time period may be extended by SMPK. The contract period shall be of 16 (sixteen) weeks for Part A from the date of work order

9. निविदा की पर्याप्तता / SUFFICIENCY OF TENDER:

- i) The tender drawings and all data / information as furnished herein or inspected and / or collected by the tenderer for the purpose of the work should be properly assessed, interpolated or utilised in his offer at his own responsibility and SMPK does not guarantee sufficiency or adequacy of the data / information so supplied to him or collected or understood by the tenderer.
- ii) The Bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates stated in the priced Financial Bid and the rates shall cover all his obligations under the contract and all matters and things necessary for the proper construction, completion, commissioning and maintenance of the work.

10. कर और कर्तव्य / TAXES & DUTIES:

The prices quoted shall be including all statutory levies excluding GST, which shall be paid extra.

Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.

- The Supplier/ Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions thereunder applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier/ Service Provider and details available with Syama Prasad Mookerjee Port, Kolkata, then payments to Supplier/Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time Syama Prasad Mookerjee Port, Kolkata is not sure that accurate tax amount is finally reflected in the GSTN to SMPK's Account and is finally available to Syama Prasad Mookerjee Port, Kolkata in terms of GST laws and that the credit of GST so taken by Syama

Prasad Mookerjee Port, Kolkata is not required to be reversed at a later date along with applicable interest.

- Syama Prasad Mookerjee Port, Kolkata has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to Syama Prasad Mookerjee Port, Kolkata for the fault of supplier shall be recovered by Syama Prasad Mookerjee Port, Kolkata by way of adjustment in the consideration payable.
- Supplementary invoices/Debit note/credit note for price revisions to enable Syama Prasad Mookerjee Port, Kolkata to claim tax benefit on the same shall be issued by bidder for a particular year before September of the succeeding Financial Year.

The purchase order/ work order shall be void, if at any point of time bidder is found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

11. विवादों का निपटारा / SETTLEMENT OF DISPUTES:

If a dispute of any kind whatsoever arises between the SMPK and the Bidder in connection with or arising out of the contract or the execution of the works, the same shall be dealt as per relevant provisions of the General Conditions of Contract.

12. अनुबंध अनुबंध निष्पादित करने के लिए ठेकेदार / BIDDER TO EXECUTE CONTRACT AGREEMENT:

The Bidder after acceptance of his tender 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 bidder shall have to submit copies in 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, all at his own cost. The successful tenderer shall have to submit three sets of such Contract Agreement duly executed, sealed, signed and witnessed for execution by the SMPK. If the successful tenderer or tenderers are 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 bidder shall also comply with the requirements of Security Deposit for the due fulfillment of the contract. The blank proforma of tender documents shall be supplied in sextuplets to the successful tenderer free of charge for preparing the documents of the aforesaid Contract Agreement.

The successful tenderer 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 his own cost. The successful tenderer shall be required to keep close co-ordination and liaison with the Civil Department while executing the works.

13. Performance Security

Performance Guarantee:

The bidder should submit a Performance Guarantee in the form of B.G. for **10 % of contract** value in SMPK's proforma from a Scheduled/ Nationalised Bank within 21 days from the date of receipt of Work Order, failing which NO BILL SHALL BE RELEASED FOR PAYMENT.

Performance Guarantee should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the bidder,

The performance security will be forfeited and credited to the procuring entity's account in the event of a breach of contract by the successful bidder / consultant..

17. Deployment of Technical Staff :

Minimum number of technical staff to be deployed for the work:

Sl. No.	Position	Educational Qualification and Experience	No. of Personnel
1.	Team Leader	Graduate (Minimum) in Architecture/Civil Engineering. Minimum 10 years of experience in execution of Civil Construction Works	1
2.	Project Coordinator	Graduate (Minimum) in Civil Engineering. Minimum 5 years of experience in execution of Civil Construction Works	1
3	Design Expert / Exhibition or Spatial Designer	Graduate (Minimum) in Architecture / Design Minimum Experience of 5 yrs in Exhibition Designs	1
4	Subject Matter Expert/Curator	Graduate (minimum) in Indian History or Museology or similar Expertise in field of Museum curation & management	1

Note:

Bidder needs to submit authorization letter for the aforesaid Architects, Engineers and other experts supporting educational and experience document during techno-commercial bid. During execution, if the deployed technical staff(s) are to be replaced with another staff(s) , prior approval of the Engineer of the contract would be mandatory for such re-deployment.along with connecting relevant supporting documents.

XX

SCHEDULE T

ANNEXURE-C (Contd.)

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

CONCURRENT COMMITMENT(S) OF THE BIDDER (i.e. Works in The Hand Of The Bidder At The Time Of Submission Of Tender Offer)

(To be submitted with Part-I of Offer)

Bidders must fill in the under noted columns.

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

(To be submitted with Part-I of Offer) ANNEXURE-C (Contd.)

SCHEDULE 'O' SHEET – 1

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

A) In case of Limited Company -

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

B) In case of a firm -

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

(To be submitted with Part-I of Offer)

SCHEDULE 'O' SHEET – 2.

C) In case of an Individual:

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

Dated:

(Full Signature of Bidder)

(Proforma of Performance certificate/credential of works)

[To be issued on issuing authority's letterhead duly signed with office seal]

1.	Name of the Certifying Authority:	
2.	Name of the work:	
3.	Name of the Client:	
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.	i) If there is time overrun, whether delay is due to the consultant (Yes/No.): ii) If yes, what is the extent of delay attributable to the consultant:	
7.	Sanctioned Tender value & Actual value executed:	
8.	Quality of work (Excellent/satisfactory/poor):	
9.	Remarks (If any):	

भाग-I के साथ अपलोड किए जाने वाले दस्तावेज/DOCUMENTS TO BE UPLOADED ALONG WITH PART –I

अपलोड करने के लिए निम्नलिखित दस्तावेजों की स्कैन की गई कॉपी/Scanned copy of the following documents to be uploaded:-

- i) GST registration certificate.
- ii) Valid Trade Licence (Valid for current period & also for type of work).
- iii) Valid Professional Tax Clearance Certificate / Up to date tax payment challan. If this is not applicable, the bidder must submit a declaration in this regard.
- iv) Details of the firm as per Schedule-O (in Part-I) of the tender document duly filled up.
- v) Credentials in the form of copies of Letters of Award of Works along with corresponding/successful Completion Certificates from owners to justify that the intending bidder satisfies the mentioned pre-qualification criteria.
- vi) Last three years balance sheet and profit & loss account in support of Annual Financial turnover **(i.e. 2020–2021, 2021-2022 and 2022-2023). The same should be audited as per relevant norms wherever required along with UDIN of the Auditor.**
- vii) PAN Card
- viii) Bank Draft/ Pay order etc. regarding Cost of EMD and Tender documents/valid NSIC certificate
- ix) A list of technically qualified and skilled persons would be engaged to supervise and execute the work.
- x) Self declaration of the bidder that the Bidding Firm has Not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India(to be mentioned in the **letter head of the Firm**).
- xi) Self-declaration regarding the proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work (to be mentioned in the **letter head of the Firm**).
- xii) Undertaking of the tenderer to be submitted as per enclosed Pro-forma (ANNEXURE –D-1) in lieu of submission of signed copies of the full Tender document, G.C.C, addenda & corrigendum in the **letter head of the Firm**.
- xiii) Last page of “Financial Bid” & the “Form of Tender” duly filled up (without price quoted) shall be duly signed and stamped by the Bidder.
- xiv) “Form 1 to 4” duly filled up shall be duly signed and stamped by the Bidder.
- xv) TDS certificate including 26 AS should essentially be submitted to validate the legitimacy of the work completion certificate.

N. B.-1 The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities for clarification of his documents or credibility.

N.B.-2 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.

NIT NO.SMPK/KDS/CIV /T/2826/08

Dt. 20.02.2024

[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER’S LETTERHEAD, SIGNED, SCANNED AND UPLOADED]

Undertaking to be submitted in lieu of uploading/submitting signed copy of full tender document

Ref. No.....

Dated:

The Chief Engineer,
Syama Prasad Mookerjee Port, Kolkata,
Civil Engineering Department,
15, Strand Road,
Kolkata – 700 001

Dear Sir,

1. We,(Name of Tenderer) have fully read and understood the entire Tender Document, GCC, Corrigendum and Addenda, if any, downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Corrigendum and Addenda.

We are submitting this undertaking in lieu of submission of signed copy of the full tender documents GCC, Corrigendum and Addenda.

Yours faithfully,

Signature of Tenderer.....

Name:

Designation:

Date:

Seal of the tenderer:.....

SYAMAPRASADMOKERJEEPORT, KOLKATA (Formerly KOLKATA PORT TRUST)

श्यामा प्रसाद मुखर्जी पत्तन, कोलकाता (पूर्व में कोलकाता पोर्ट ट्रस्ट)

CivilEngineeringDepartment

सिविलइंजीनियरिंगविभाग

Office of the Chief Engineer / मुख्य अभियंता का कार्यालय,**6, Fairlie Place, Fairlie Warehouse, Kolkata- 700001/****6, फेयरली प्लेस, फेयरली वेयरहाउस, कोलकाता- 700001।**एनआईटी नं/ NIT NO.: SMPK/KDS/CIV /T/2826/08

Dt. 20.02.2024

NOTE:निविदा दस्तावेज डाउनलोड करने की अंतिम तिथि /**Last Date of Download of tenderdocuments**
:06.03.2024(upto 14.00 hours)निविदा प्रस्तुत करने के कारण है / **Tender is due for submission by15.00 Hrs. On 06.03.2024**निविदा खुलने वाली है/ **Tender is due for opening after13.00 Hrs. On 07.03.2024****मूल्य बोली /PRICE BID**

निविदा के लिए "कोलकाता में इंडेंट्योर मेमोरियल कॉम्प्लेक्स में पोर्ट हेरिटेज म्यूजियम (टूरिस्ट इंटरप्रीटेशन सेंटर / सिटीजन एंगेजमेंट सेंटर) के निष्पादन के दौरान डीपीआर की संकल्पना, डिजाइनिंग, तैयारी और पर्यवेक्षण के लिए संगठन की नियुक्ति"

TENDER FOR"Appointment of Organization for Conceptualization, Designing, Preparation of DPR & Supervision during execution of Port Heritage Museum (Tourist Interpretation Centre / Citizen Engagement Centre) at Indenture memorial complex in Kolkata."

E-TENDER FOR “Appointment of Organization for Conceptualization, Designing, Preparation of DPR & Supervision during execution of Port Heritage Museum (Tourist Interpretation Centre / Citizen Engagement Centre) at Indenture memorial complex in Kolkata.”

निविदा के लिए "कोलकाता में इंडेंचोर मेमोरियल कॉम्प्लेक्स में पोर्ट हेरिटेज म्यूजियम (टूरिस्ट इंटरप्रेटेशन सेंटर / सिटीजन एंगेजमेंट सेंटर) के निष्पादन के दौरान डीपीआर की संकल्पना, डिजाइनिंग, तैयारी और पर्यवेक्षण के लिए संगठन की नियुक्ति

मूल्य बोली / PRICE BID

TENDER PARTICULARS

ईएमडी (बयाना राशि जमा)/बोली सुरक्षा/ EMD (Earnest Money Deposit)/ Bid Security	Rs. 30,000.00 /- (Rupees thirty Thousand Only)
निविदा दस्तावेज की लागत(नॉन रिफंडेबल) / Cost of Tender Document (Non-refundable)	The intending bidders should submit the tender cost of Rs.1770/- (Rupees one thousand seven hundred and seventy only) including @18% GST to KoPT through DD/Banker's Cheque in favour of Syama Prasad Mookerjee Port, Kolkata on any scheduled/Nationalised Bank payable at Kolkata otherwise their offer will be summarily rejected. As per cl. 2, page no.12
पूरा होने का समय/ TIME OF COMPLETION	The total contract period shall be 2 years including part A & part B. 2 months for Part A
के डाउनलोड की अवधिई-निविदा(दोनों दिन सम्मिलित) /Period of Download of E-Tender (Both Days Inclusive)	20.02.2024 to 06.03.2024(UPTO 14:00 (Bid (Bid document will be available on https://kopt.enivida.in). Bidders will have to participate in bidding process through website. https://kopt.enivida.in/only .
प्री-बिड मीटिंग और साइट विज़िट के लिए दिनांक और समय / Date and Time for pre-bid meeting & site visit	To be informed

ई-निविदा जमा करने और निविदा खोलने की अंतिम तिथि/ Last date of submission of e-tender and opening of the tender	<p>प्रस्तुत करना / Submission on 06.03.2024 up to 15:00 hrs.</p> <p>खुल रहा है / Opening on 07.03.2024 after 13:00 hrs.</p> <p>(Techno Commercial Part only)</p> <p>(टेक्नो कमर्शियल पार्ट और फाइनेंशियल पार्ट दोनों एक ही तारीख को खोले जाएंगे)</p>
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SYAMA PRASAD MOOKERJEE PORT, KOLKATA (Formerly KOLKATA PORT TRUST)

श्यामा प्रसाद मुखर्जी पत्तन, कोलकाता (पूर्व में कोलकाता पोर्ट ट्रस्ट)

CivilEngineeringDepartment

सिविलइंजीनियरिंगविभाग

Office of the Chief Engineer / मुख्य अभियंता का कार्यालय,

6, Fairlie Place, Fairlie Warehouse, Kolkata- 700001/

6, फेयरली प्लेस, फेयरली वेयरहाउस, कोलकाता- 700001।

E-TENDER FOR“Appointment of Organization for Conceptualization, Designing, Preparation of DPR & Supervision during execution of Port Heritage Museum (Tourist Interpretation Centre / Citizen Engagement Centre) at Indenture memorial complex in Kolkata.”

एनआईटीनं/ NIT NO.: SMPK/KDS/CIV /T/2826/08

Dt. 20.02.2024

1.1 The Financial Bid must be read with the General Conditions of Contract, the Special Conditions of Contract and the Particular Specifications of Work and the Bidder is deemed to have examined the above documents and to have thoroughly familiarise himself with the total scope of work and its mode of execution.

1.2 The prices and rates entered by the Bidder in the “Financial Bid” 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 Bidder.

1.3 Without affecting the generality of the foregoing provisions, the prices and rates entered in the Financial Bid by the Bidder shall include inter-alia, all costs and expenses involved in or arising out the followings:-

1.4 The provision and maintenance of all his staff and their payments and other requirements.

1.5 Setting out including the location and preservation of survey markers, measurement and supervision.

1.6 Licence, fees and other charges for compliance of Government Acts and Rules that are in-force and applicable.

SYAMAPRASADMOOKERJEEPORT, KOLKATA (FormerlyKOLKATAPORTTRUST)

श्यामा प्रसाद मुखर्जी पत्तन, कोलकाता (पूर्व में कोलकाता पोर्ट ट्रस्ट)

CivilEngineeringDepartment

सिविलइंजीनियरिंगविभाग

Office of the Chief Engineer / मुख्य अभियंता का कार्यालय,

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एनआईटीनं/ NIT NO.: SMPK/KDS/CIV /T/2826/08

Dt. 20.02.2024

वित्तीय बोली / FINANCIAL BID

Sl. No.	Description of Work	Lump Sum Quoted Fee exclusive of GST (In Indian Rs.) both Words & figures
1.	Part-A:- Preparation of Detailed Project Report for <u>Port Heritage Museum (Tourist Interpretation Centre / Citizen Engagement Centre) at Indenture Memorial in Kolkata</u> as per the scope of work mentioned in the tender.	
2.	Part-B:- Preparation of working drawings, BOQs, tender documents, Bids process management and supervision of execution.	
	Total	

Total tendered amount (in words..... Not to quote here

[The prices quoted shall be including all statutory levies excluding GST which will be paid extra.]

Maximum number of workmen likely to be engaged in days 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]

THE BOARD OF SMPK FOR THE PORT OF KOLKATA

FORM OF TENDER

To

The Chief Engineer,

Syama Prasad Mookerjee Port, Kolkata.

I/We _____
_having examined the site of work and read the scope of work, General & Special Conditions of Contract and Conditions of the Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Financial Bid, General & Special Conditions of Contract and Drawings prepared by or on behalf of the SMPK and at the rates & prices set out in the annexed Financial Bid within 2 years including part A & part B. But not earlier than execution of project, the contract period shall be of 2 months for Part A from the date of order to commence the work and in the event of our tender being accepted in full or in part. I / We also undertake to enter into a Contract Agreement in the form hereto annexed with such alterations or additions thereto which may be necessary to give effect to the acceptance of the Tender and incorporating such Specification, Financial Bid, Drawing and Special & General Conditions of Contract and I / We hereby agree that until such Contract Agreement is executed the said Specification, Financial Bid, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the SMPK shall be the Contract.

THE TOTAL AMOUNT OF TENDER Rs. **Not to mention here**

(Repeat in words) **Not to mention here**

I / We have deposited with the SMPK' Manager (Finance), SMPK, vide Receipt No. _____ of _____ as Earnest Money.

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

Dated:

(Signature of Bidder with Seal)

Name of the Bidder: -

Address:

Particulars of the Applicant

1	Title of Project:				
2	State the following: Name of Company or Firm: Name of the Nodal Person appointed for the project: Contact Details of the Nodal Person appointed the project -				
4	Particular of Key personnel whose details are provided by the bidder				
	Position for which proposed	Name	Educational Qualification	Total Experience in Number of Years/ Months	Experience with the Bidder firm in Number of Years/ Months

(Signature, name and designation of the authorized signatory)

Curriculum Vitae (CV) of Key Personnel

1 Proposed Position:

2 Name of Personnel:

3 Date of Birth:

4 Nationality:

5 Educational Qualifications:

Name of Course	Name of Institution / University	Year of Passing

6 Employment Record:

(Starting with present position, list every employment held in reverse order.)

Name of Organization	Designation	From	To

7 Details of Specific Experience

(Details of specific assignments relevant to the key personal for technical evaluation of team shall be given in the following format)

1. Name of the project:

2. Cost of the Project:

3. Consultancy Fee for the Project:

4. Name of the Client:

5. Name and contact number of Client's representatives (Reference):

6. Location:

7. Position held:

8. Duration for which position held:

9. Salient Features of the Project:

10. Role assigned:

11. Activities performed:

(Use additional rows for each project)

Certification:

(a). I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.

(b). I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me including qualifications and experience.

Signature.....
Name of the Key Personnel)
Place.....
Date.....

Countersigned by
(Signature, name and designation of the
authorized signatory of the Bidder)

Notes:

(i). Use separate form for each Key Personnel

(ii). Additional rows may be added as required

Proposed Methodology and Work Plan

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

1. Understanding of Scope of work (not more than two pages)
The Applicant shall clearly state its understanding of the scope of work as mentioned in clause and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.
2. Methodology and Work Plan (not more than three pages)
The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilised for this assignment. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Services.

Abstract of Eligible Assignments of the Applicant

S. No.	Name and Type of Eligible Assignment i.e. Eligible Design Assignments-Similar Facilities/Eligible Design Assignments-Building Infrastructure Facilities/Eligible Construction Supervision Assignments	Name of Client	Cost of Assignment/Total Project Cost (in Rs. Crore)	Duration of Completion
(1)	(2)	(3)	(4)	(5)
1				
2				
3				
4				
5				

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

Note: For each of the Eligible Assignments being stated by the Applicant, the Applicant shall in support submit client certificate/work order/letter of award/copy of agreement/ statutory auditor's certificate/chartered accountant certificate for such assignment stating clearly the project cost of such assignment and completion details.

ANNEXURE – F



KOLKATA PORT TRUST

KOLKATA DOCK SYSTEM

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.

(Copy of Booklet Published on May, 1993)

TABLE OF CONTENTS

- A. INDEX TO GENERAL CONDITIONS OF CONTRACT
- B. FORM OF TENDER
- C. FORM OF AGREEMENT
- D. FORM GC1, GC2, GC3
- E. PERFORMANCE BOND
- F. INTEGRITY PACT

GENERAL CONDITIONS OF CONTRACT

INDEX

CLAUSE

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

1. DEFINITIONS

- 1.0. In the contract, as hereinafter defined, the following words and expressions shall have the meaning hereinafter assigned to them, except where the context otherwise requires.
- 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 godowns, platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and mixing platforms.
- 1.8. **"Extra Works"** means those works required by the Engineer for 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 form 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 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 he shall, 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 representatives shall:

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

2.5. Provided always that the Engineer's Representatives 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 thereupon confirm, reverse or vary such decision.
- (c) Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in Engineer to his Representative in writing shall bind the contractor and the Trustees as though it had been given by the Engineer, whomay from time to time makes such delegation. Contractor and the Trustees as though it had been given by the Engineer, who may from time to time, makesuchdelegation.

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 executing 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 of contract, if entered into, shall be liable to be cancelled.

3.4.

- (a) Unless otherwise stipulated in the Notice Inviting the Tender/Offer, every tender must be submitted with Earnest Money of the amount calculated as per the following scale.

Estimated Value	Amount of Earnest Money	
	For works contract.	For contract of supplying material also equipment only
Up to Rs.1,00,000/-	5% of the estimated value of work	1% of the estimated value of work.
Over Rs.1,00,000/-	2% of the estimated value of work subject to a maximum of Rs.20,000/- and minimum of Rs.5,000/-	1/2% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-

- (b) Earnest Money shall be deposited with Trustees' treasurer in cash or by Banker's Cheque of any Kolkata Branch of a Nationalized Bank of India drawn in favour of Kolkata Port Trust or in the form of an "Kolkata Port Trust" and payable at Kolkata / Haldia Holding as the case may be and the receipt granted therefor be kept attached to the Tender/Offer in the Sealed Cover.

- (c) Earnest Money of un-accepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalized Bank of Kolkata/Haldia.

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

Class of Registration	Amount of Fixed Security	Financial limit of each tender
A	Rs.10,000/-	Any tender priced up to Rs. 2,00,000/-
B	Rs.5,000/-	Any tender priced up to Rs.1,00,000/-
C	Rs.2,500/-	Any tender priced up to Rs.50,000/-

(e) (i) Tender submitted without requisite Earnest Money may be liable to rejection.

(ii) If before expiry of the validity period of his Tender / offer, the tender amends his quoted rates or tender / offer making them unacceptable to the Trustees and / or withdraws his tender / offer, the Earnest Money deposited shall be liable to forfeiture of the option of the Trustees.

(f) The Earnest Money of accepted Tender / offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Contractor after cancellation of the previous Receipt of Earnest Money.

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

Value of Work	% of Security Deposit for works contract	% of Security Deposit for Contract of supplying materials and equipments only
For works upto Rs.10,00,000/-	10% (Ten percent)	1% (One percent)
For works costing more than Rs.10,00,000/- and up to Rs.20,00,000/-	10% on first Rs.10,00,000/- + 7½% on the balance	1% on first Rs.10,00,000/- + 1/2% on the balance
For works costing more than Rs.20,00,000/-	10% on first Rs.10,00,000/- + 7½% on next Rs.10,00,000/- + 5% on the balance	1% on first Rs.10,00,000/- + 1/2% on next Rs.10,00,000/- + 1/4% on the balance

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

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

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) (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 Contractor 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 Contractor 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 neglect of the Contractor himself for 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 this 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, benchmarks, sight rails, pegs, level marks, profile marks and other things used in setting-out the works.
- 4.13. From the commencement of the work 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 therefrom on account of:

- (a) Infringement of any patent right, design, trade-mark, or name or other protected right, in connection with the work 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 measurements 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 material to the Engineer from time to time.
- (d) Unless stipulated otherwise in the contract, the value of the Trustees' material issued to the contractor shall be recovered from the Contractor's bills and/ or any of his other dues. Progressively according to the consumption thereof on the work and/ or in the manner decided by the Engineer or his Representative and at the rate/ 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' material 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 instruction of the Engineer. The contractor shall comply with such order at his own expense- and within the time specified in the order. If the contractor fails to comply, the Engineer shall be at liberty to dispose of 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. Now 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 orders 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 Engineers 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 :

- 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 Engineers so decide 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 tendervalue 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 token of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even after 3 days written notice from the Engineer's Representative the measurement shall be taken ex-parte by the Engineer's representative and those shall be accepted by the Contractor.
- 6.5. Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out this 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 abstract of quantities, amount and recoveries to type out the bill.
- 6.6. At the discretion of the Engineer or his Representative and only in respect of accepted offers/ where estimated amount put to tender would be Rs. 2,00,000/-or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor. Provided always that:

i.

The materials shall, in the opinion of the Engineer or his Representative, be of imperishable nature.

ii. The value of such materials shall be assessed by the Engineer or his Representative, at their own 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 misused due to the contractor postponing the execution of the work or otherwise.
 - v. In the event of shortage of such materials within the Trustees' protected areas in the Docks, the contractor shall submit an indemnity Bond in the proforma and manner acceptable to Trustees' whereby the contractor shall indemnify the Trustees' against all financial loss/ damage, on account of loss/damage to such materials for whatever reasons.
 - vi. In the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the Engineer an irrevocable Bank Guarantee favoring the Trustees and for the same sum as is being advanced, 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. Consequently 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 prices 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 decide the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.

d) If the nature or amount of any omission or addition relative to the nature or amount of the whole of the contract work or to any part thereof shall be such that, in the opinion of the Engineer, the rate of prices contained in the contract for any item of the work 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 inapplicable 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' material to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotions or other special circumstances of any kind beyond the control of the Contractor cause delay in completing the work, the contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work, with or without the imposition of "Liquidated Damages" Clause (No. 8.3 hereof) on the Contractor and his decisions 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 damages 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 compensations shall not exceed 10% of 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 Engineers 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 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 into composition with his creditors or being a company goes into liquidation either compulsorily or voluntarily.

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

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

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

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

9. 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 Form G.C. 2 annexed hereto shall have been signed and issued by the Engineer to the contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working or using thereof by the trustees shall not relieve the Contractor of his obligations under the contract for full and final completion of the work.
- 9.3. On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by submitting to the Engineer (i) The Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his "No further claim" Certificate in Form G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in Form G.C.2 and within two months of the Engineer's recommendation, the Trustees shall refund the balance due against the Security Deposit to the Contractor, after making deduction therefrom in respect of any sum due to the Trustees from the Contractor.

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 thematter shall be referred to Chairman, who shall thereupon consider and give adecision.

10.3.If , however , the contractor be still dissatisfied with the decision of theChairman , he shall, within 15 days after receiving notice of such decisionrequiredthatwithin60daysfromhiswrittennotice,theChairmanshallreferthematter to an Arbitrator of the panel of Arbitrators to be maintained by theTrustees for the purpose and any such reference shall be deemed to be asubmission to arbitration within the meaning ofIndian Arbitration Act , 1940 or anystatutorymodificationthereof.

10.3.1 If the Arbitrator so appointed is unable or unwilling to act or resigns hisappointment or vacates his office due to any reason whatsoever, anotherperson from panel shall be appointed as Sole Arbitrator and he shallproceedfromthestageatwhichitwasleftbyhispredecessor.

10.3.2 The Arbitrator shall be deemed to have entered on reference on the dateheissuesnoticetoboththepartiesfixingthedateoffirsthearing.

10.3.3 The time limit within which the Arbitrator shall submit his award shallnormally be 4 months as provided in Indian Arbitration Act, 1940 or anyamendmentthereof.The Arbitrator may, if found necessary, enlarge thetimeformakingandpublishingtheaward,withtheconsentoftheparties.

10.3.4 The Venue of the arbitration shall be Kolkata or as may be fixed by theArbitrator in his sole discretion. Upon every or any such reference to costof any incidental to the reference and award respectively shall be indiscretionoftheArbitratorwhomaydetermine,theamountthereoforbywhom and to whom and in what manner the same shall be borne andpaid.

10.3.5 The Award of the Arbitrator shall be final and binding on all partiessubject to the provisions of the Indian Arbitration Act, 1940 or anyamendmentthereof.TheArbitratorshallgiveaseparateawardinrespectof each item of disputes and respective claim referred to him by eachpartyandgivereasonfortheaward.

10.3.6 The Arbitrator shall consider the claims of all the parties to the contractwithin only the parameters of scope and conditions of the contract inquestion.

10.3.7 SaveasotherwiseprovidedinthecontracttheprovisionsoftheArbitration Act, 1940 and rules made there under, for the time being inforce,shallapplytothe arbitrationproceedingsunderthisClause.

10.4.The Contractor shall not suspend or delay the work and proceed with thework with due diligence in accordance with Engineer's decisions.The Engineeralsoshallnotwithholdanypayment,which,accordingtohim,isdueorpayable

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 8.3 to 8.3.7 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 8.5 (b) and 8.5 (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 FOR

MO 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 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 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 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 the Trustees' Financial Advisor & Chief Accounts Officer/Manager (Finance), Haldia Dock Complex vide Receipt No of as Earnest Money.

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

Witness:
Signature
.....
Name

Signature of the Tenderer
(Seal of the Tenderer)
Name of the Tenderer

(In Block Letters)

(In Block Letters) (I

Address

Dated

.....

.....

Address

..... Occupation

n.....

.....

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF AGREEMENT

THIS AGREEMENT made this.....day 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 work 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 anyway 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 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

Contract Number E.E.O. dt

C.E.O. dt

Work Order Number

..... Address

Location

..... 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 clause 62 of the General Conditions of Contract and under the provisions of the Contract for a period of ----- Days/weeks/months/years.

From the day of 20.....

To the day of 20.....

Signature(.....)

(Engineer/Engineer's Representative)

Name

Designation

Office Seal

c.c. to The Deputy Chief Engineer(

) The D

eputy Manager()

Financial Adviser & Chief Accounts Officer/Man

ager (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. No. dt.

Work Order No. dt.

Contract No.

Resoln. No & Meeting No

..... Allocation

ion

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 No.dt.

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 K
olkata.

BANK GUARANTEE

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

Name of issuing Bank
.....Na
me of Branch.....
.....Address
S.....
..

In consideration of the Board of Trustees of the Port 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/Partne
rship/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, Kol
kata...../Haldia, do hereby 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 sums 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 Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We, Branch, Kolkata...../Haldia, further agree that a mere demand by the Trustees at 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 Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid up to and inclusive of day of 19..... and subject also to 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 the 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 forbearance, 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) BA

NK.....
BRANCH.....
Kolkata..... /HALDIA.

(OFFICIAL SEAL OF THE BANK)

Integrity Pact

Between

Syama Prasad Mookerjee Port, Kolkata (SMPK) hereinafter referred to as “The Principal/
Employer”.

And

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

Preamble

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

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

NOW, THEREFORE,

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

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

Section 1 – Commitments of the Principal/ Employer.

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
2. 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.

3. The Principal will exclude from the process all known prejudiced persons.

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

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

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

a. The Bidder(s) /Contractor(s) will not directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principles, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annex-A.

e. The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2). The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4-Compensation for damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5-Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last 3 years from the date of signing the Integrity pact with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Undertaking / Enterprise in India, Major Ports/ Govt. Departments of India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as considered appropriate.

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

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal, will enter into agreements with identical conditions as this one with all Bidders, Contractors and Sub-contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

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

(a) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

(b) The Monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.

(c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.

(d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Kolkata Prot Trust.

(e) The BIDDER/ CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER/ CONTRACTOR. The BIDDER/ CONTRACTOR will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation, if any. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/ Sub-contractor(s) with confidentiality.

(f) The Principal/ Employer will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.

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

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

(i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the relevant

IPC/PCA, and the Principal/ Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this

information directly to the Central Vigilance Commissioner, Government of India.

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

8.a) The Name and Correspondence Particulars of Independent External Monitors:

a) Shri Anand Deep; IRS (Retd)
 117/363, H — 1, Next to Gurdwara
 Pandu Nagar, Kanpur,
 Uttar Pradesh — 208 005
 Mobile : 9044797181
 Mail : anand.deep117@gmail.com 103
 b) Shri Bipin Behari Mallick, IAS, (Retd)
 293, Naval Technical Officers,
 CGHS, Sector-22
 Dwarka
 New Delhi-110077
 Mobile : 9643002222
 9968150900
 E-mail ID : bipinmallick@gmail.com

Section 9 – Facilitation of Investigation:

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

Section 10 – Pact Duration:

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

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

Section 11 – Other Provisions:

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.

(2) Changes and supplements as well as termination notices need to be made in writing in English.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor).

(Office Seal)

(Office Seal)

Place :

Date :

Witness 1:

(Name & Address)

.....

.....

Witness 2:

(Name & Address)

.....

.....