



श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता  
**SYAMA PRASAD MOOKERJEE PORT, KOLKATA**  
Formerly Kolkata Port Trust

**REQUEST FOR PROPOSAL (RFP) FOR  
SELECTION OF CONSULTANT FOR PREPARING  
TECHNO ECONOMIC FEASIBILITY REPORT (TEFR) FOR  
"DEVELOPMENT OF KPD-II AS MULTI-MODAL TERMINAL (MMT)" AT  
KOLKATA DOCK SYSTEM OF SMP, KOLKATA**

**[TENDER LIMITED TO CONSULTANTS SHORTLISTED BY IPA]**

**[RFP NO:-SMPK/KDS/CIV/T/2827/09 dated 26/02/2024]**

**ISSUED BY  
CHIEF ENGINEER  
CIVIL ENGINEERING DEPARTMENT  
SYAMA PRASAD MOOKERJEE PORT, KOLKATA  
2<sup>nd</sup> floor, 6 FAIRLIE PLACE  
FAIRLIE WAREHOUSE, STRAND ROAD  
KOLKATA-700001**

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### **Disclaimer**

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor, invitation by the Authority to the prospective Bidders or any other party. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources if it is so required.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses

associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

**LETTER FOR INVITATION**

Ref:- RFP No:-SMPK/KDS/CIV/T/2827/09	Date :26.02.2024
To M/s	
1. Tractebel Engineering Pvt. Ltd, Gurgaon	
2. L&T Infrastructure Engineering Ltd; Chennai	
3. Spectrum Techno Consultants Pvt Ltd., Navi Mumbai	
4. Arvee Associates Architects Engineers & Consultants Pvt. Ltd, Hyderabad	
5. TATA Consulting Engineers, Navi Mumbai	
6. WAPCOS, Gurugram	
7. Voyants Solution Pvt. Ltd, Gurugram	
8. STMI &Selhorn (JV), Chennai	
9. BMT Consultants India (Pvt) Ltd., Ahmedabad	
10. PADECO CO. Ltd., Mumbai	
11. Ernst & Young LLP	
12. Grant Thornton Bharat LLP	
13. Pricewaterhouse Coppers Private Limited	
14. Deloitte Touch Tohmatsu India LLP	
15. Primus Partners Private Limited	

**Dear Sir / Madam,**

**Sub: RFP for "Selection of consultant for the preparation of Techno Economic Feasibility report for development of KPD-II as Multi-Modal Terminal (MMT)" at Kolkata Dock System of SMP, Kolkata."**

Syama Prasad Mookerjee Port, Kolkata invites proposals from consultants shortlisted by Indian Port Association for the subject work. The background information of the Project, scope of services & terms of reference are provided in the RFP document. The selection would be under Least Cost Selection (LCS) method. As you are one of the empanelled/shortlisted members with IPA, you are requested to download RFP document from e-procurement portal <https://kopt.enivida.in> and participate in the Tender.

Syama Prasad Mookerjee Port, Kolkata reserves the right to accept or reject any or all proposals, and to annul the selection process and reject all proposals at any time prior to the award of contract, without thereby incurring any liability or any obligation in any form to the affected firms on any grounds.

We request you to submit your RFP document in the e-procurement portal within the prescribed date.

Chief Engineer  
Civil Engineering Department  
Syama Prasad Mookerjee Port, Kolkata

**BID DATA SHEET**

Request for Proposal for "SELECTION OF CONSULTANT FOR PREPARATION OF TECHNO ECONOMIC FEASIBILITY REPORT FOR DEVELOPMENT OF KPD-II AS MULTI-MODAL TERMINAL (MMT) AT KOLKATA DOCK SYSTEM OF SMP, KOLKATA." through e-Procurement mode from IPA empanelled/ shortlisted firms.

<b>RFP No:</b>	SMPK/KDS/CIV/T/2827/09 dated 26/02/2024
<b>Name of the work</b>	SELECTION OF CONSULTANT FOR PREPARATION OF TECHNO ECONOMIC FEASIBILITY REPORT FOR DEVELOPMENT OF KPD-II AS MULTI-MODAL TERMINAL (MMT)" AT KOLKATA DOCK SYSTEM OF SMP, KOLKATA.
<b>Fees of RFP document (non-refundable in INR)</b>	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 / Nationalized Bank payable at Kolkata otherwise their offer will be summarily rejected.
<b>Period of contract</b>	6 MONTHS
<b>Period of Online issue of RFP documents</b>	26.02.2024 TO 18.03.2024
<b>Pre-proposal Site Visit to KDS</b>	06.03.2024 at 11:00 Hours
<b>Last date of Receiving Queries / Clarifications</b>	07.03.2024
<b>Pre-proposal Meeting, time and Place</b>	Chief Engineer's Office on 06.03.2024 at about 13:00 Hrs
<b>Authority's response reply latest by</b>	14.03.2024
<b>Last date &amp; time for online submission of RFP</b>	18.03.2024 upto 15:00 Hrs through e-nivida portal.
<b>Date, time and Place of opening of RFP</b>	19.03.2024 after 15:30 Hrs through e-nivida portal.
<b>Earnest Money Deposit</b>	The intending firms would require to submit an EMD of Rs 50,000 (Rupees Fifty Thousand) through DD/Banker Cheque in favour of Syama Prasad Mookerjee Port, Kolkata on any scheduled/Nationalised Bank payable at Kolkata, otherwise their offer will be summarily rejected. Copy of the DD/Banker's Cheque should be uploaded.
<b>Rail Tel Tender Processing Fee (Non-refundable) Mode of Payment: E-payment Only through Debit/Credit Card or Net Banking.</b>	Minimum 750/- to Maximum 7500/-+GST Registration Charges Rs.2000/- + GST.

**OTHER INSTRUCTIONS:**

- I. E-tenders are invited on single Cover basis (Technical Bid) and (Financial Bid) from resourceful, experienced and bonafide bidders/consultants as empanelled / shortlisted by IPA. However, since the firms are empanelled with IPA, there will be no marking for Technical Bid.
- II. Details of the RFP Documents and notification of any Addendum / Corrigendum to the RFP documents will be available in web site ([www.smpportkolkata.shipping.gov.in](http://www.smpportkolkata.shipping.gov.in)) and <https://kopt.enivida.in>. Bidders have to participate in bidding process through website Portal <https://kopt.enivida.in> only.
- III. E-tender Document shall not be issued / sent through courier / by post.
- IV. Tenderers are not permitted to alter/change/delete/modify any clause of the RFP document downloaded from the website. If any deviation / discrepancy are found after submission of RFP, the submitted offer will be summarily rejected.
- V. Bidders shall submit the Bid Document as stipulated in the "Instructions to Bidders" of the tender document. Authority reserves the right to verify the submitted copies of documents / credentials with the original documents.
- VI. In case of unscheduled Holiday / Bandh on the date of opening of e-tender, the same will be opened on the next working day.
- VII. SMP, Kolkata reserves the right to reject any or all offers or to accept the offer in whole or in part without assigning any reason whatsoever thereof.

**Contact Persons (Kolkata Dock System, SMP, Kolkata):**

C S Rao, Dy. Chief Engineer	A. Bagchi, Superintending Engineer (Contract)
CIVIL ENGINEERING DEPARTMENT 2nd floor, 6 FAIRLIE PLACE FAIRLIE WAREHOUSE, STRAND ROAD, KOLKATA-700001	CIVIL ENGINEERING DEPARTMENT 2nd floor, 6 FAIRLIE PLACE FAIRLIE WAREHOUSE, STRAND ROAD, KOLKATA-700001
Email: <a href="mailto:cs.rao@kolkataporttrust.gov.in">cs.rao@kolkataporttrust.gov.in</a> Mobile No. 9073357527	Email: <a href="mailto:a.bagchi@kolkataporttrust.gov.in">a.bagchi@kolkataporttrust.gov.in</a> Mobile No. 9674720079

**Important Instructions for E-procurement**  
**(SITE COMPATIBILITY)**

**Operating Systems:**

- Windows 8
- Windows 10
- Windows 11

**Office Tools(Word & Excel):**

- Documents Format - Microsoft Office Versions 2007, 2010, 2013 & 2016
- Bidding documents Formats- Microsoft Excel in .xlsx & .xlsm formats only

**Browser:**

- Google Chrome (Latest version)
- Microsoft Edge (Latest version)
- Mozilla Firefox (Latest version)

**Supported File Types:**

- General Documents of only JPG, PDF formats are allowed
- File size not to exceed 5 Mb per attachment

**Minimum System Configuration:**

- CPU speed of 2.0 Ghz
- USB Ports
- 2 Gb of Memory (RAM)

**PKI eToken Drivers:**

To enable successful PKI based log-in, the eToken drivers has to be installed and configured in the Internet Browser. For more information, refer installation guide provided during first log-in.

Supported Java Runtime Environment - Java JRE 8 and above

**Recommended Internet Connectivity:**

- 1 Mbps Broadband Internet Connection

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 RailTel Portal (<https://kopt.enivida.in>) before responding to this e-tender:

- Help Desk
- User Guide
- DSC Help
- FAQ

1	<p><b>Process of tender:</b></p> <p>THE TECHNICAL BID AND THE FINANCIAL BID HAS TO BE SUBMITTED ON-LINE AT <a href="https://kopt.enivida.in">https://kopt.enivida.in</a></p> <p>Vendors are required to register themselves online with <a href="https://kopt.enivida.in">https://kopt.enivida.in</a></p> <p><b>Contact Person (Kolkata Dock System):</b></p> <p>A.Bagchi , Superintending Engineer(Contract) CIVIL ENGINEERING DEPARTMENT 2nd floor, 6 FAIRLIE PLACE FAIRLIE WAREHOUSE, STRAND ROAD, KOLKATA-700001 Email: a.bagchi@kolkataporttrust.gov.in</p> <p><b>Contact Persons (RailTel Portal):</b></p> <p><b>Region wise helpdesk numbers are available at e-nivida website.</b> <b>E-Mail ID: <a href="mailto:enividahelpdesk@gmail.com">enividahelpdesk@gmail.com</a></b></p>
2	<p>The Technical Proposal and the Financial Proposal shall have to be submitted online at <a href="https://kopt.enivida.in">https://kopt.enivida.in</a> RFP will be opened electronically on specified date and time as given in the RFP.</p>



3	All entries in the RFP should be entered in online Technical & Commercial Formats without any ambiguity.
4	Information about RFP /corrigendum/addendum uploaded shall be sent by email only during the process till finalization of RFP. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with <a href="https://kopt.enivida.in">https://kopt.enivida.in</a> . Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
5	E-tender cannot be accessed after the due date and time mentioned in NIT.
	<p><b>Bidding in e-tender:</b></p> <ul style="list-style-type: none"> <li>a) The process involves Electronic Bidding for submission of Technical and Financial Proposal.</li> <li>b) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</li> <li>c) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</li> <li>d) The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</li> <li>e) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</li> <li>f) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</li> <li>g) Buyer reserves the right to cancel or reject or accept or withdraw or extend the RFP in full or part as the case may be without assigning any reason thereof.</li> <li>h) No deviation of the terms and conditions of the RFP is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms &amp; conditions for the RFP.</li> </ul>
7	Any order resulting from this RFP shall be governed by the terms and conditions mentioned therein.
8	No deviation to the technical and commercial terms & conditions are allowed.
9	The RFP inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
10	Vendors are requested to read the vendor guide and see the video in the page <a href="https://kopt.enivida.in">https://kopt.enivida.in</a> to familiarize them with the system before bidding.
11	No deviation of the terms and conditions of the RFP is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the RFP.
12	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
13	The bid will be evaluated based on the filled-in technical & financial formats.
14	The documents uploaded by bidder(s) will be scrutinized. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
15	Necessary addendum / corrigendum (if any) of RFP would only be hosted in the e-tendering portal of e-nivida and smpk portal.

## **INVITATION FOR PROPOSALS**

### **1. INTRODUCTION**

#### **1.1 BACKGROUND**

1.1.1 The Syama Prasad Mookerjee Port (Erstwhile Kolkata Port Trust) is the only riverine Major Port in India, situated 232 kms. up-stream from the Sandheads, having arguably the longest navigational channel amongst Major Ports of India and its navigational channel is one of the longest in the world.

1.1.2 At one end at Kidderpore, it has the lowest draft and the other end at Sandheads, it has the deepest draft (more than 50 meters) amongst Indian and world ports. What was described as "one of the best and most convenient ports out of Europe" by the Lt. Governor of Bengal in 1877, still retains a pre-eminent position among the nation's ports on the strength of its infinite variety of availability of draft throughout 232 kms long navigable channel.

1.1.3 Despite its being 126 miles away from the sea, Kolkata is, by far, the best choice for eastern gateway to this continental-country. Kolkata Port Trust remains one of the pioneering and most promising ports of India. It commands a vast hinterland that comprises almost half of the Indian states (whole of the eastern and northeastern regions) and the two neighboring countries - the Himalayan Kingdoms of Nepal and Bhutan. It has two dock systems - Kolkata Dock System at Kolkata with the oil wharves at Budgebudge and Haldia Dock Complex at Haldia - have a combination of facilities with many attractive packages.

1.1.4 Kolkata Dock System (KDS) has two docks viz. Khidderpore Dock (KPD) and Netaji Subhas Dock (NSD). Khidderpore Dock is older one with 17 Multi-purpose berths & 1 berth for passenger cum cargo two Docks viz. Khidderpore Dock (KPD) and Netaji Subhas Dock (NSD). Khidderpore Dock (KPD) is the older one with 17 Multi-purpose berths and 1 berth for passenger-cum-cargo vessels, 6 Buoys/Moorings and 3 Dry Docks while Netaji Subhas Dock (NSD) is a relatively new one with 1 heavy lift berth, 10 berths including 4 dedicated Container Berths, 1 Liquid Cargo Berth, 4 multipurpose berths, 2 Buoys/Moorings and 2 Dry Docks. Both the docks of SMPK ("the Authority") operate under lock gate system. The Kolkata Dock System (KDS) is situated at Latitude 22° 32' AND, Longitude: 88° 18' E in the city of Kolkata.

1.1.5 The Haldia Dock Complex of Kolkata Port Trust (the "Authority") is a riverine dock system located in Haldia. It has vast economic hinterland comprising major steel plants of SAIL and TATA Steel, power plants of NTPC, CESC, WBPDC, High-grade iron ore and Coal Mines, Coke and fertilizer manufacturing industries etc. In view of this HDC has a potential to handle substantial volume of dry bulk cargo consisting of coking coal, non coking coal, coke etc.

1.1.6 The objective of the assignment is to assess the viability & feasibility of developing a "Multi Modal Terminal at Khidderpore Dock-II of Syama Prasad Mookerjee Port, Kolkata"

## 1.2 REQUEST FOR PROPOSALS

1.2.1 The Authority invites proposals (the "**Proposals**") for selection of a Consultant (the "**Consultant**") for preparation of feasibility report for developing "Multi Modal Terminal at Khidderpore Dock-II of Syama Prasad Mookerjee Port, Kolkata".

1.2.2 The Authority intends to select the Agency through a limited competitive bidding process where offer is invited from the IPA empanelled / shortlisted consultants. The details regarding submission of the proposals along with date of pre-bid meeting has been highlighted in the **BID DATA SHEET**.

1.2.3 In view of the above, SMPK (hereinafter referred to as the "**Client**" or the "**Authority**") intends to select a well-established, professional Consultant to conduct feasibility study (the "**Service**"). The Consultant shall provide the Service in accordance with the scope of services as envisaged in the Terms of Reference (the '**TOR**') of this RFP document

## 1.3 DUE DILIGENCE BY APPLICANTS

1.3.1 Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre- Bid Meeting as per the schedule provided in **BID DATA SHEET**

## 1.4 VALIDITY OF THE PROPOSAL

1.4.1 The Proposal shall be valid not less than the 04(Four) months from the date of opening of tender / RFP.

## 1.5 MODE OF SUBMISSION & BRIEF DESCRIPTION OF THE SELECTION PROCESS

1.5.1 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.

1.5.2 The evaluation of Financial Proposal will be based on the Least Cost Method. Bidder quoting the lowest price will be awarded the Project.

1.5.3 The first "Selected Applicant" shall be called for negotiation, if necessary, while the other Applicants will be kept in reserve. Authority decision will be final for the selection of Applicant.

## 1.6 SCHEDULE OF SELECTION PROCESS

1.6.1 The Consultant, out of the set of Applicants, will be selected under Price based selection – Least Cost Selection ("**LCS**") and procedures described in this Request for Proposal (hereinafter referred to as "**RFP**" or the "**Contract**"). The Authority would endeavor to adhere to the information given in **BID DATA SHEET**.

## 1.7 PRE-PROPOSAL VISIT TO THE SITES AND INSPECTION OF DATA

1.7.1 Prospective Applicants may visit the Sites and review the available data on the pre bid meeting date as mentioned in Bid Data Sheet.

For the purpose of site visit, concerned person for contact is furnished herein under:

Sri C S Rao , Dy Chief Engineer / A Bagchi , Superintending Engineer (Contract) , Civil Engineering Department, SMPK.

The bidder at his own responsibility, expenses and risk, is encouraged to visit and examine the Site(s) of Project/Work(s) and its/their surroundings and obtain all information (including that on the risks, contingencies and other circumstances which may affect or influence the bid) that may be necessary for preparing the Bid and entering into a contract. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

## 1.8 PRE-PROPOSAL CONFERENCE

1.8.1 The date, time and venue for the Pre-Proposal Conference is provided in **BID DATA SHEET**. During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

1.8.2 The intending Bidders are advised to formulate their queries relating to all aspects mentioned in this RFP document as well as seek other clarifications/details required by them from SMP, Kolkata in the prescribed Pre Bid query format and forward the same in writing by the date as per Schedule in Bid Data Sheet to the Dy Chief Engineer & SE (Contract) so that the same may be discussed / clarified in the pre-bid conference.

1.8.3 During the pre-bid conference, the queries received in advance would be clarified first, followed by those raised during the conference. SMP, Kolkata will furnish its response to all such queries including the description of the queries (without identifying the sources raising such queries) in the official website of SMP, Kolkata including modifications / amendments, if any, to the terms and conditions of the RFP, scope of the project etc. which the intending bidders are to note for submitting their proposal. The amendments / modifications / clarifications shall be hosted in the form of an "Addendum"/"Corrigendum" which shall become an integral part of the RFP document for all purposes and shall be binding on the bidder. The content of the "Addendum"/"Corrigendum" shall have to be accepted and submitted by all bidder along with their techno commercial bids.

## 1.9 FOR MICRO & SMALL ENTERPRISES (MSES)

1.9.1 Micro & Small Enterprises (MSEs) shall submit the following documents for availing themselves cost of tender documents:

Micro and Small Enterprise registered with the authorities as mentioned in the Govt. of India gazette Notification dated 26.03.2012 shall be exempted from payment of Cost of Tender Document for which copies of valid MSE's Certificate along with the certificate of the authority as mentioned in the Govt. gazette with list of items registered must be submitted with tender.

## 1.10 COST OF PROPOSAL

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## 1.11 COMMUNICATIONS

1.11.1 All communications including the submission of Proposal should be addressed to:

Contact persons as in page 6/28 of this document.

1.11.2 The official website of the Authority is:

<https://www.smpportkolkata.shipping.gov.in>;

## 1.12 RIGHT TO REJECT ANY OR ALL PROPOSALS

1.12.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons there for.

1.12.2 Without prejudice to the generality of Clause 1.12.2, the Authority reserves the right to reject any Proposal if:

- (a) At any time, a material misrepresentation is made or discovered, or
- (b) The Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the selected applicant gets disqualified/ rejected, then the Authority reserves the right to consider the next best Applicant or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

## 1.13 AMENDMENT OF RFP

1.13.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment. Any amendment shall be issued in writing through corrigenda/ addenda.

1.13.2 All such amendments will be posted on the SMPK website and e-niveda e-procurement website along with the revised RFP containing the amendments and will be binding on all Applicants.

1.13.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

## 1.14 FINANCIAL PROPOSAL

1.14.1 The bidder shall quote the financial proposal in the price bid format provided in the e-procurement portal.

The bidder shall quote the total cost of the tender in lump sum.

The price quoted shall be in Indian Rupees only.

1.14.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- a) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover (a) remuneration for staff, and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- b) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes, including GST, shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

## **1.15 MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF PROPOSALS**

1.15.1 The Bidder may modify, substitute, or withdraw its Proposal before submission of the Proposal in e-procurement portal prior to Proposal Due Date. Proposal cannot be modified, substituted, or withdrawn after the Proposal Due Date.

1.15.2 Any alteration/ modification in the Proposal or additional information supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

## **1.16 RIGHT OF SELECTION/REJECTION**

SMPK reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the project.

SMPK reserves the right for selection & rejection of bid and final award of the contract. SMPK reserves right to finalize and award the project in case of receipt of single bid.

## **1.17 INDEMNITY**

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

## **1.18 AWARD OF CONSULTANCY**

1.18.1 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not

received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA and the next applicant may be considered.

1.18.2 Notwithstanding Clause 1.18.1 the Client reserves the right to accept or reject any proposal and to cancel the tender process and reject all proposals, at any time prior to the award of Contract, without thereby incurring any liability to the affected Consultants or any obligation to inform the affected Consultants or Consultants of the grounds for the Clients action.

### **1.19 SIGNING OF THE CONTRACT**

The successful bidder / tenderer shall be required to execute an agreement in the pro-forma attached with the tender documents as ANNEXURE with Stamp paper of proper value within 15 days from the date of issue of the notice of acceptance of tender. In the event of failure on the part of successful tender to sign the agreement within the above stipulated period the Earnest Money deposited by him be forfeited and the acceptance of the tender shall be considered as cancelled.

### **1.20 TIME FOR COMPLETION:**

The time period for the assignment is fourteen (14) weeks (each week @ 7 calendar days) excluding providing comments on Draft Reports not exceeding three (03) weeks. If assignment is completed in all respect before scheduled period, the contract of consultancy may be foreclosed. In case of delay of assignment, the contract of consultancy may be extended suitably, at the discretion of SMPK, with or without LD. The consultant/ service provider should notify SMPK and explain the causes of such delays. If corrective action requires extra work and the delay cannot be attributed to the consultant/service provider, the extra work should be reimbursed in accordance with the contract.

The assignment may be foreclosed at any stage, at the discretion of Employer without assigning any reasons whatsoever. Consultant does not reserve any right to claim compensation whatsoever for foreclosure of consultancy contract by Employer. In case of foreclosure, percentage payment due up to the completed stage will be made as indicated in the Financial Proposal. In case assignment forecloses in the middle of any indicated stage as per financial proposal, pro-rata payment shall be made for the completed services as agreed mutually.

### **1.21 LIQUIDATED DAMAGES FOR DELAY:**

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.5% (zero point five percent) of the Agreement / Contract Value per week or part thereof, subject to a maximum of 10% (ten percent) of the Agreement /Contract Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted without levying Liquidated Damages (LD).

## 1.22 PERFORMANCE SECURITY DEPOSIT:

10% (Ten percent) of the Contract value shall be deposited either in the form of a D.D or B.G from any Scheduled Bank located at **Kolkata** in favour of SMPK as Performance Security Deposit (PSD) on acceptance of the tender and before signing of agreement which will be released after three months of successful & satisfactory completion of the entire job assigned to the Bidder. SMPK reserves the right to seek extension of the validity of the PSD, if considered necessary, and the consultant will be duty bound to do so. In case, the contractor fails to extend the validity as requested by SMPK, the PSD will be encashed.

## 1.23 COMMENCEMENT OF ASSIGNMENT

The Consultant shall commence the Consultancy within 7 (seven) days of the date of issuance of LOA or such other date as may be agreed by the Authority. If the Consultant fails to either sign the Agreement as specified or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the LOA, or the Agreement, as the case may be, may be cancelled / terminated.

## 1.24 FRAUDULENT AND CORRUPT PRACTICES

1.24.1 The Applicants and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice (collectively the "**Prohibited Practices**") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost, and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

1.24.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 3 (three) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

1.24.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is



or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Consultant/ adviser of the Authority in relation to any matter concerning the Project;

- b) "**fraudulent practice**" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) "**coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 1.25 MEETINGS

1.25.1 The Authority may review with the Consultant, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which shall be held in Kolkata.

1.25.2 The Team leader or respective Key Personnel shall be available and make formal presentations. Inputs and response provided by Authority shall be considered appropriately. The Consultant shall actively associate with Authority during reviews of various submissions and provide necessary clarifications, documents, and backup information for conducting the reviews.

## 1.26 COMPLETION OF SERVICES

The Consultant shall compile all the study outputs including the primary data generated during the study and submit to the Authority in soft copy in addition to the various reports indicated in this TOR. All the reports shall remain the property of the Authority and shall not be used without the consent of the Authority.

## 1.27 LIMITATION OF LIABILITY

The selected bidder (and any others for whom Services are provided) shall not recover from bidder, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. Client (and any others for whom Services are provided) shall not recover from bidder, in contract or tort, including

indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.

### **1.28 CONFIDENTIALITY**

As used herein, the term "Confidential Information" means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information. It is the Term of Reference for Selection of Consultant for Project Management for Bihar Security Operation Centre express intent of the parties that all the business process and methods used by the Bidder in rendering the services here under are the Confidential Information of the Bidder.

The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it:

- a) is or becomes public other than through a breach of this Agreement,
- b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,
- c) was known to the receiving party at the time of disclosure or is thereafter created independently,
- d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or
- e) must be disclosed under applicable law, legal process or professional regulations.

## TERMS OF REFERENCE

### Background

The Kidderpore docks of KDS have primarily 2 zones, KPD-I and KPD-II. The west side and the east side of KPD are the major cargo handling points. KPD I and KPD II together encompasses an area of 194 acres approx with the Dock Basin alone covering 80 acres. At KPD the lock barrel length 176.8 m, width 24.4 m and the maximum dimension of the vessel permitted 152.4m x 21.3m.

KPD-1 (West) has been awarded on Concession to M/s Century Port Ltd. on DBFOT basis, KPD -II (also referred to as Dock-II) is also a major handling zone for bulk cargo at KDS. It may be noted that the KPD-II (West) i.e. Berth no. 15 to Berth no. 21 are largely used as coal berths and used for handling coal / coke and dirty cargo. The berths No. 22 to berth No. 29 are used for handling barges and smaller ships and have both covered and open storage areas.

The maps of the area are attached below:-



## Objective

In alignment with the Maritime India Vision -2030 under asset monetisation initiative, SMPK aims to grant the concession for KPD-II to concessionaire for developing a Multi Modal Terminal (MMT) for a period of 30 years through Public-Private Partnership (PPP).

Capitalizing on KPD-II's strategic location, uniquely connected to road, rail, and waterways, and featuring extensive storage capabilities, KPD-II has the potential to evolve into a dynamic multi-modal terminal/ transportation hub serving as an effective distribution centre.

In pursuit of this transformation, SMPK seeks to engage a consultant. The selected consultant shall undertake the Techno Economical Feasibility report (TEFR) as per the scope of work mentioned below.

Furthermore, the consultancy services will delve into the financial viability of the project, assess return on investment, and explore the feasibility of implementing the initiative through a PPP framework. The consultant's responsibilities will extend to scrutinizing the site's technical suitability, taking into account geological and hydrological factors, as well as existing infrastructure conditions for which a structural assessment study is needed to be done.

The objective is to strategically reposition KPD-II, fostering private sector engagement and sustainable development as it transitions into an efficient and pivotal handling and distribution centre as a MMT.

## **Scope of the work:**

I) The scope of work specified below is tentative. General scope of the work for this assignment includes but not limited to the following major tasks:

- a. Consultant would undertake an economic and demographic assessment of the region to provide a broad level understanding of the current logistics dynamics prevalent. Mapping of key Industrial and consumption hubs in the region to gauge a broad level understanding of production and consumption dynamics.
- b. Assessing and projection of cargo data for the region and cargo potential of Dock-II. The traffic estimation will also include demand forecasting, secondary market research, logistic cost analysis etc.
- c. Conduct a comprehensive study to identify the optimal location for Special Economic Zone (SEZ) / Free Trade Warehousing Zone (FTWZ) as part of the project either within or in the vicinity of the project site. This involves assessing the Logistics Market Dynamics and Traffic Potential, Analysing Demand-Supply characteristics, and identifying key logistics clusters within the city and the region. The study will include a trend analysis of logistics and warehousing supply and demand over the years in the region. The study shall further entails understanding the tenant base for warehouses, major infrastructure initiatives' impact, identification of cargo routes via road, railways and sea.
- d. Additionally, the scope will cover the evaluation of warehousing supply changes over the past five years, a qualitative understanding of demand drivers, and consideration of key infrastructure and standard lease terms for significant tenants, such as escalation, lock-in period, and security deposit parameters.

- e. Conduct structural assessment of the dock to assess the current state of the dock infrastructure and suitability for future operations.
- f. Upon completion of draft TEFR a stakeholder consultation to be conducted.
- g. The TEFR report should clearly state the probable options explored for the development of PPP mode or any other modes.
- h. Preparation of Expression of Interest documents to award the concessionaire and its evaluation.
- i. To prepare the financial models, balance sheets, profit and loss statements, cash flow statement, economic viability analysis and sensitivity analysis for the project.
- j. Preparation for Pre-Bid and other meetings, conducting the same, preparing replies / clarifications in consultation with Transaction Advisor for the project and officials of SMPK.
- k. Preparing report for the Board Meeting for obtaining approvals at various stages.
- l. Requirement of Environmental clearance for the project to be established.
- m. If Environmental clearance is required, EIA and further process shall be taken up to obtain Environmental clearance at cost separately.
- n. Based on need of the project, Co-ordination and correspondence with concerned statutory State/Central Govt. organizations / persons shall be taken up.
- o. Collect the relevant data / information (available data) required for project from the Client.
- p. Review the existing field surveys and investigation reports to establish the design basis for the proposed facilities.
- q. Review the existing traffic assessment reports, past traffic data, envisaged parcel / vessels and further validate / assess traffic demand forecast including International / national / Regional Market study.
- r. Assessment of available met-ocean data and project site conditions (pertaining to wind, temperature, rainfall, tides, currents, waves, sub-soil profile /geotechnical data, topography and bathymetry data) and use the data suitably in planning and design.
- s. Identification of new facilities, facility planning and preparation of alternative layouts / engineering design options.
- t. Prepare strengthening and mechanisation schemes/options.
- u. Carryout Multi Criteria Analysis (MCA) by comparing all the options and associated risks and recommend most optimal mechanisation/augmentation scheme/design option.

- v. Carryout preliminary sizing /basic designs for all the components of selected mechanisation/augmentation scheme.
- w. Estimation of CAPEX, OPEX (Including O&M Cost).
- x. Evaluate and prepare project structuring, implementation scheduling and selection of suitable PPP framework including short term and long-term measures.
- y. Carryout Financial and Economic Viability Analysis with Assessment of Financial Risk and its impact.
- z. Prepare and submit a comprehensive Techno-Economic Feasibility Report (TEFR) based on the outcome of all the above tasks.

**II) While preparing the techno economic feasibility report (TEFR) for the proposal, the following also need to be kept in mind and considered:**

- a) KDS is the primary Gateway Port for Nepal cargo while KPD Dock-II is the only avenue for the movement of fertilizers to Nepal.
- b) KPD facilitates anchorage operations for KDS whereby the cargo discharged at anchorages are eventually handled here and vice-versa. As a result of handling the cargo twice, once at anchorage and once at KPD, it adds to the overall throughput of KDS considerably.
- c) Substantial revenue is generated through KPD, not only in terms of cargo related charges but land related charges as well.
- d) Dock-II is the only Dock under KPD which is having railway connectivity.
- f) The ETC Agro Project located outside boundary of KPD-II (east side) is heavily dependent on KPD Dock-II and any endeavor to award Dock-II to a PPP operator may compromise and eventually jeopardize the project.
- g) Two sheds of Dock-II, i.e., 25 and 26 are allotted to Vitera India through Tender for 5 years.
- h) During 2023-24 (April to October), import cargo at KPD has increased by 53.30% over the corresponding period of previous fiscal. Such import cargo is generally consists of fertilizer, pulses/ lentils, gypsum, steel, etc.
- j) The details given with respect to Nepal Handling, Rail Connectivity at Dock-II, Revenue Collection from KPD-II, Transfer of Assets, Phasing of the project (possible development of Coal Dock berths in phase-1 followed by rest of the Berths as suggested) without impacting existing Traffic, detailed financial analysis and modeling may be covered in TEFR.
- k) TEFR should also indicate the earning potential of KPD-II vis-a-vis what we are earning at present.
- l) SMPK is planning installation of solar power panels on the roof tops of KPD Sheds' as part of "Go Green" initiative. Retaining and utilization of these assets after signing of Concessionaire Agreement with SMPK also needs to be explored.

**Deliverables**

- **Inception Stage**  
Submission of Inception Report with approach & Methodology by the Consultant. Ascertain SMPK’s requirements, examine site constraints and potential after making necessary survey of the site and prepare a brief for SMPK’s approvals.
- **Status and Market demand assessment**  
An assessment on the status & market demand of the Project based on extensive study on the subject.
- **Structural Assessment report**  
An assessment of the structures for current and future use needs to be submitted.
- **Cargo Assessment Report**
- **Draft Techno Economic Feasibility Report Stage**  
Based on the approved inception report by SMPK, prepare and submit a draft study report for review of SMP, Kolkata and comments.
- **Final Techno Economic Feasibility Report**  
To submit final report incorporating all comments/observations of SMP, Kolkata.

**Schedule with deliverables and Stage Payment:**

Milestone Number	Deliverables	Timeline	Percentage Payment of the contract value
1	Submission of Inception Report	T0+ 2 weeks	10%
2	Submission of Market demand assessment report and acceptance by port	T0+ 4 weeks	10%
3	Submission of Structural Assessment report and acceptance by port	T0+ 6 weeks	10%
4	Submission of Cargo Assessment Report and acceptance by port	T0+ 8 weeks	10%
5	Submission of Draft Techno Economic Feasibility Report	T0+ 10 weeks	30%
6	Submission of stakeholders consultation report	T0+ 12 weeks	10%
7	Submission of final TEFR	T1 + 2 weeks	20%
8	After completion of RFQ stage	--	5%
9	After completion of RFP stage	--	5%

T0- Award of the contract  
T1- Approval of Draft TEFR

**Selection Methodology**

Bidders quoting lowest price (L1) will be declared as the successful bidder.

**Technical bid - Form 1: Proposal Submission Form**

To  
Chief Engineer  
Civil Engineering Department  
Syama Prasad Mookerjee Port, Kolkata  
2nd floor, 6, FAIRLIE PLACE,  
FAIRLIE WAREHOUSE, STRAND ROAD,  
KOLKATA-700001

**Subject: Submission of Proposal for "Selection of consultant for the preparation of Techno Economic Feasibility report for development of KPD-II as Multi-Modal Terminal (MMT)" at Kolkata Dock System of SMP, Kolkata "**

Dear Sir,

We, the undersigned, offer to provide Consultancy Services to SYAMA PRASAD MOOKERJEE PORT, KOLKATA in accordance with your Request for Proposal. Our proposal will be valid for acceptance up to four(04) months and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

We have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. We agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs.

We confirm that we as bidder has not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.

We also confirm that the proprietor/partner(s)/authorized signatory of our organisation is/are not associated with any other organisation bidding for the same work.

We agree to abide by all the terms and conditions of the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,  
Signature with date:  
Name of authorized signatory  
Seal of Agency



**Technical bid - Form 2: Bidder's Organization (General Detail)**

SL No	Description	Full Details
1	Name of the Bidder	
2	Address for communication: Tel : Fax: Email id:	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No. : Email id :	
4	Registration / Incorporation Details Registration No: Date & Year. :	
5	PAN Number	
6	Goods & Services Tax Identification Number (GSTIN)	
7	Willing to carry out assignments as per the scope of work of the RFP	Yes
8	Willing to accept all the terms and conditions as specified in the RFP	Yes

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal:

**Financial bid Form 1: BoQ / Financial Proposal (Indicative)**

*(Financial Proposal to be submitted online only)*

S. No.	Description	Total (INR) figures	Cost in
1.	Preparation of <b>Techno Economic Feasibility report</b> for development of KPD-II as multi-modal terminal (MMT)" at Kolkata Dock System of SMP, Kolkata."	<b>NOT TO BE QUOTED HERE</b>	
2.	GST		
3.	Applicable taxes and duties other than GST		
	<b>Total Cost in Words:</b>		

**Pre-Bid Query Format**

(Pre-Bid Queries to be raised in this format only)

Sl. No.	Clause / Page No.	Clause Description	Comment / Query / Suggestion of bidder	Clarification / Explanation / Reply of SMPK

### Checklist for Submission

Sl. No.	Form	Description
1	Technical bid - Form 1 – Proposal Submission Form	To be uploaded on portal
2	Technical bid Form 2 – Bidder's Organization (General Detail)	To be uploaded on portal
3	Financial bid Form 1: BoQ	To be uploaded on portal

**ANNEXURE – F**



**KOLKATA PORT TRUST**

**KOLKATA DOCK SYSTEM**

**CIVIL ENGINEERING DEPARTMENT**

**15, STRANDROAD, KOLKATA-700001**

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**GENERAL CONDITIONS OF CONTRACT**

**FORMS AND AGREEMENTS**

**SANCTIONED BY TRUSTEES UNDER RESOLUTION**

**NO.92**

**OF**

**THE 6<sup>TH</sup> MEETING HELD ON 27<sup>TH</sup> MAY, 1993.**

**(Copy of Booklet Published on May, 1993)**

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## GENERAL CONDITIONS OF CONTRACT

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#### **CLAUSE**

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## **1. DEFINITIONS**

- 1.0. In the contract, as hereinafter defined, the following words and expressions shall have the meaning herein 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's" 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 therefrom 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 contexts so required.
- 1.18. The **headings and marginal notes** in these General Conditions of Contract shall not be deemed to be part thereof for to 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 rein, 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 a 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/- Any tender priced up to Rs.1,00,000/- Any tender priced up to Rs.50,000/-
B	Rs.5,000/-	
C	Rs.2,500/-	

- (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 Contractor 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 Contractor 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 a 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 tenders 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 there from 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 costs 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 taken of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even after 3 days written notice from the Engineer's Representative the measurement shall be taken ex-parte by the Engineer's representative and those shall be accepted by the Contractor.
- 6.5. Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out 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 abstracts of quantities, amount and recoveries to type out the bill.
- 6.6. At the discretion of the Engineer or his Representative and only in respect of accepted offers/ where estimated amount put to tender would be 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 discretion.
- iii. A formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials.

- iv. The materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise.
  - v. In the event of shortage of such materials within the Trustees' protected areas in the Docks, the contractor shall submit an indemnity Bond in the proforma and manner acceptable to 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 Engineers 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 works or the rate as evaluated under sub-clauses (b) and (c) of this clause, is by reason of such omission or addition rendered unreasonable or 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/T ERMINATION 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 phenomena 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 Engineer shall be final and conclusive:
- (i) The Contractor has abandoned the contract.
  - (ii) In the opinion of the Engineer, either the performance of the Contractor is not satisfactory or the work is not getting completed within the agreed period on account of Contractor's lapses.



- (iii) The Contractor has failed to commence the work or has without any lawful excuse under these conditions, has kept the work suspended despite receiving the Engineer's or his Representative's written notice to proceed with the work.
- (iv) The Contractor has failed to remove materials from site after receiving from the Engineer or his Representative the written notice stating that the said materials or work are rejected by him.
- (v) The Contractor is not executing the work in accordance with the contract 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 and known in all respect.

## **9. MAINTENANCE AND REFUND OF SECURITY DEPOSIT**

- 9.1. On completion of execution of the work the contractor shall maintain the same for a period, as may be specified in the form of a Special Condition of the Contract, from the date mentioned in the initial Completion Certificate in the Form G.C.1. Any defect / fault, which may appear in the work during aforesaid maintenance period, arising, in the sole opinion of the Engineer or his Representative, from materials or workmanship not in accordance with the contract or the instruction of the Engineer or his Representative, shall, upon the written notice of the Engineer or his Representative, be amended and made good by the Contractor at his own cost within seven days of the date of such notice, to the satisfaction of the Engineer or his Representative, failing which the Engineer or his Representative shall have the defects amended and made good through other agency at the Contractor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in manner deemed suitable by the Engineer.
- 9.2. The Contract shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a final Completion Certificate in 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 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 a submission to arbitration within the meaning of Indian Arbitration Act , 1940 oranystatutorymodificationthereof.

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 shall proceedfromthestageat whichit was left by his predecessor.

10.3.2 The Arbitrator shall be deemed to have entered on reference on the datehe issues notice to both the parties fixing the date of first hearing.

10.3.3 The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof.The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties.

10.3.4 The Venue of the arbitration shall be Kolkata or as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference to cost of any incidental to the reference and award respectively shall be in discretion of the Arbitrator whomay determine, the amount thereof for by whom and to whom and in what manner the same shall be borne and paid.

10.3.5 The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act, 1940 or any amendment thereof.The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reason for the award.

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

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

10.4.The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decisions.The Engineer also shall not withhold any payment, which, according to him, is due or payable

to the Contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.

10.5. Provided always as follows:

(a) Nothing of the provisions in paragraphs 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 tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract

and Drawings prepared by or on behalf of the Trustees and at the rates and prices set out in the annexed Bill of Quantities with ..... month/week from the date of the order to commence the work and in the event of our Tender being accepted in full or in part, I/We also undertake to enter into a Contract Agreement in the Form hereto annexed with such alterations or additions thereto which may be necessary to give effect 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 TENDERS (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) (I

n Block Letters)

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 works should be executed/constructed, viz.

..... and have accepted a Tender/Offer by the Contractor for the execution and maintenance of such work NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in General Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.

- (a) The said Tender/Offer & the acceptance of the Tender/Offer
- (b) The General Conditions of Contract
- (c) The Special Conditions of Contract
- (d) The Conditions of Tender
- (e) The Technical Specifications
- (f) The Schedule of Rates
- (g) The Terms of Payment
- (h) All correspondence by which, the contract is added, amended, varied or modified in 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 Sealst  
to be hereunto affixed (or have hereunto set their respective hands and seals) the day and ye  
ar first above written.

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

Was hereunto affixed in the presence of:

Name .....

Address .....  
.....  
.....  
.....

**Or**

**SIGNED, SEALED AND DELIVERED**

by ..... the ..... said  
.....  
.

*In the presence of:*

Name .....  
Address: .....  
.....  
.....

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

Name .....

Address: .....



**KOLKATA PORT TRUST**

**FORM G.C.1**

Contractor.....  
Address .....,  
.....Date  
of Completion  
.....

Dear Sir/s,

This is to certify that the following works viz.

Name of the Work.....  
.....Estimate  
Number E.E.O.....dt  
C.E.O.....dt.....  
Work Order Number.....  
.....  
Location.....  
.....  
Contract Number.....

Which was carried out by you 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 Deputy Manager( ..... )  
Financial Adviser & Chief Accounts Officer/Manager (Finance), Haldia Dock Complex.

**KOLKATA PORT TRUST**

**FORM G.C.2**

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

**CERTIFICATE OF FINAL COMPLETION**

This is to certify that the following works viz.

Name of Work .....

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

C.E.O.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/H  
aldia

( 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, Kolkata...../Haldia, do on the advice 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 forebearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving

us,..... Branch, Kolkata...../Haldia.

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

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

(Duly constituted attorney for and on behalf of) BAN

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) .....

.....

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