

## **TENDER DOCUMENTS**

**For**

**Appointment of Consultant (Independent 3<sup>rd</sup> Party) for auditing Maintenance Dredging in Hooghly Estuary in the shipping channel of Kolkata Port.**

Tender Ref. No. KoPT/HDC/SDDS/I/2017, April 2017

E-Tender No.: KoPT/Haldia Dock Complex/MO Div/1/17-18/ET/16

General Manager, Marine.  
Kolkata Port Trust,  
15, Strand Road,  
Kolkata-700 001.

## 1.0 Notice inviting e-tender.

Tender Ref. No. KoPT/HDC/SDDS/I/2017, March 2017	Dated 7.4.2017
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Kolkata Port Trust (KoPT) intend to engage a Consultant (Independent 3<sup>rd</sup> Party) for technical auditing of maintenance dredging in the Hooghly Estuary primarily in the shipping channel leading to Haldia Dock Complex for a period 54 months.

Bid document may be downloaded from MSTC website: [www.mstcecommerce.com/eprochome/kopt](http://www.mstcecommerce.com/eprochome/kopt). Corrigenda or clarifications, if any, shall be hosted on the above mentioned website only.

## 2.0 SCHEDULE OF TENDER (SOT)

A. Name of work	Kolkata Port Trust (KoPT) intend to engage a Consultant (Independent 3 <sup>rd</sup> Party) for technical auditing of maintenance dredging in the Hooghly Estuary primarily in the shipping channel leading to Haldia Dock Complex for a period of 54 months
B. E-Tender No.	<b>KoPT/Haldia Dock Complex/MO Div/1/17-18/ET/16</b>
C. Estimated cost	Rs.2620 Lakh for 54 months @ Rs.582.20 Lakh per annum.
D. Period of Contract	54 months.
E. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="http://www.mstcecommerce.com/eprochome/">www.mstcecommerce.com/eprochome/</a> of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Kolkata Port Trust.
F. Reference tender No.	Tender Ref. No. KoPT/HDC/SDDS/I/2017, April 2017.
G. Date of NIT available to parties to download.	From <b>8.4.2017</b> .
H. Off line Pre-Bid Meeting date and	At 1130 hours on <b>18.4.2017</b> at KoPT Head

time	Office, 15, Strand Road, Kolkata - 700001.
I. i) Earnest Money Deposit.	<p>The bidders shall be required to deposit INR 36.2 Lakh as 'Earnest Money Deposit' (EMD) payable to 'Kolkata Port Trust, Haldia Dock Complex'. The Earnest Money Deposit of INR 36.2 Lakh may be made by RTGS/ NEFT or an amount of INR 10.0 Lakh (Rupees Ten Lakh) may be paid by RTGS/NEFT and the balance amount in the form of a Bank Guarantee.</p> <p>The intending bidders should submit Earnest Money as stated above to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected.</p> <p>The bidders are advised to deposit Earnest Money using the <b><u>Axis Bank Payment Gateway only</u></b>. No other method of payment of EM shall be accepted.</p> <p>The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site (<a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>→ e-Procurement →Psu / Govt depts→Kolkata Port Trust ) itself under the icon: " <b><u>HDC EMD/Tender Fee Payment</u></b>". Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway from Axis bank easy pay site (<a href="https://easypay.axisbank.co.in">https://easypay.axisbank.co.in</a>→ Others→Haldia Dock Complex)</p> <p>For making payment of EM through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e- tender number of the tender for which the payment is to be made).</p> <p>The method of use of the gateway is</p>

	<p>indicted in <b><u>Annexure-XX</u></b> with the tender.</p> <p>Tenderers should deposit Earnest Money before filling and submission of bids.</p> <p>Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting vendor/contractor :  b) E- Tender No. : KoPT/Haldia Dock Complex/MO Div/1/17-18/ET/16  c) Amount remitted :  d) Remittance Bank Details:  e) <b>URN No.:</b>  f) Date of payment:</p> <p>In case of Bank Guarantee, the same should be issued by any Indian nationalized / scheduled bank, from its branch at Kolkata /Haldia. In the event, Bank Guarantee is issued by any branch outside Kolkata or Haldia, any Kolkata / Haldia Branch of such Bank shall confirm the same and stand guarantor for all the commitments under the said Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court. Specimen format for Bank Guarantee is available in General Conditions of Contracts Forms and Agreement (GCC). The Bank Guarantee shall remain valid at least for a period of 6 months from the scheduled date of opening of Part-I of the bid with a further claim period of one month. The Bank Guarantee in original must physically reach the office of the Engineer of the contract before opening of the techno-commercial bid.</p> <p><b>Note : The bidders who are not registered with MSTC Ltd and registering for the first time with MSTC Ltd should get registration 72 hours before depositing Earnest Money and Bid Document Fee.</b></p>
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<p>ii) Bid Document fee.</p>	<p>The intending bidders should submit Bid Document Fee of INR 10000 (Rupees ten thousand only) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected.</p> <p>The bidders are advised to deposit Bid Document Fee using the <b><u>Axis Bank Payment Gateway only</u></b>. No other method of payment of Bid Document Fee shall be accepted.</p> <p>The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site (<a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>→ e-Procurement →Psu / Govt depts→Kolkata Port Trust) under the icon: “ <b><u>HDC EMD/Tender Fee Payment</u></b>”. Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway by from Axis bank easy pay site (<a href="https://easypay.axisbank.co.in">https://easypay.axisbank.co.in</a>→ Others→Haldia Dock Complex)</p> <p>For making payment of Bid Document Fee through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e- tender number of the tender for which the payment is to be made).</p> <p>The method of use of the gateway is indicted in <b><u>Annexure-XX</u></b> with the tender.</p> <p>Tenderers should deposit Bid Document Fee before filling and submission of bids.</p> <p>Details of Bid Document Fee remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting vendor/contractor :</p>
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	b) E- Tender No. : KoPT/Haldia Dock Complex/MO Div/1/17-18/ET/16 c) Amount remitted : d) Remittance Bank Details: e) <b>URN No.:</b> f) Date of payment: <b>Note: The bidders who are not registered with MSTC Ltd and registering for the first time with MSTC Ltd should get registration 72 hours before depositing Earnest Money and Bid Document Fee.</b>
iii) Transaction Fee	<b>Rs.17250.00</b> (including Service Tax and applicable Cess) Payment of Transaction fee to be made by NEFT/RTGS in favour of MSTC LIMITED.
J. Last date of submission of EMD & Bid Document Fee to KoPT.	Up to 13:00 hrs on <b>10.5.2017</b> .
K. Last date of submission Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata	Three working days before the last date of closing of online bidding for the e-tender.
L. Date of starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eprochome/">www.mstcecommerce.com/eprochome/</a>	<b>20.4.2017</b> at 1100 hrs.
M. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	Up to 1400 hours on <b>10.5.2017</b> The last date of submission of tender will not be extended under any circumstance.
N. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) date of opening of Part II i.e. price bid shall be informed separately.	<b>On 10.5.2017</b> after 1500 hours.

### 3.0 Important instructions of E-tendering.

Bidders are requested to read the terms & conditions of this tender before submitting your online tender.

1	Process of E-tender : A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be
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	<p>recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <a href="http://www.mstcecommerce.com/eprochome/KoPT">www.mstcecommerce.com/eprochome/KoPT</a></p> <p>1). Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-Procurement → PSU/Govt. depts → Select KoPT Logo → Register as Vendor -- Filling up details and creating own user id and password → Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact KoPT/MSTC, (before the scheduled time of the e- tender).</p> <p><i>Contact person (KoPT):</i></p> <p>1. Capt. G. Roy. Superintendent, Dredger &amp; Despatch Service. e-mail: <a href="mailto:gautam.roy@kolkataporttrust.gov.in">gautam.roy@kolkataporttrust.gov.in</a></p> <p><i>Contact person (MSTC Ltd):</i></p> <p>1. Shri S Mukherjee, DM(e-Commerce) - <a href="mailto:smukherjee@mstcindia.co.in">smukherjee@mstcindia.co.in</a> 2. Ms S Maity, AM(e-Commerce) - <a href="mailto:smaity@mstcindia.co.in">smaity@mstcindia.co.in</a></p> <p>Google hangout ID- (for text chat)- <a href="mailto:mstceproc@gmail.com">mstceproc@gmail.com</a></p> <p>B) System Requirement:</p> <ol style="list-style-type: none"> <li>Windows 7 or above Operating System</li> <li>IE-7 and above Internet browser.</li> <li>Signing type digital signature</li> <li>Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</li> </ol> <p>To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied.</p> <ul style="list-style-type: none"> <li>Tools =&gt; Internet Options =&gt; Security =&gt; Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".</li> <li>Other Settings:</li> </ul> <p>Tools =&gt; Internet Options =&gt; General =&gt; Click On Settings under "browsing history/ Delete Browsing History" =&gt; Temporary Internet Files =&gt; Activate "Every time I Visit the Webpage".</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools → Internet Options → custom level (Please run IE settings from the page <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> once)</p>
2	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at <a href="http://www.mstcecommerce.com/eprochome/KoPT">www.mstcecommerce.com/eprochome/KoPT</a> Tenders will be opened</p>

	electronically on specified date and time as given in the Tender.
3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4	<p><b>Special Note towards Transaction fee:</b></p> <p><b>Special Note towards Transaction fee:</b></p> <p>The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p><b><u>Transaction fee is non-refundable.</u></b></p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><b><u>NOTE</u></b></p> <p>Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5	Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. 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 MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
6	E-tender cannot be accessed after the due date and time mentioned in NIT.
7	<p>Bidding in e-tender :</p> <ol style="list-style-type: none"> <li>Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.</li> <li>The process involves Electronic Bidding for submission of Technical and Commercial Bid.</li> <li>The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement →PSU/Govt. depts→ Login under →My menu→ Auction Floor Manager→ live event →Selection of the live event</li> <li>The vendor should allow running JAVA application. This exercise has to</li> </ol>



	<p>be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid.</p> <p>e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid &amp; Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid</p> <p>f) Vendors are instructed to use <i>Attach Doc button</i> to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</p> <p>j) 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.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms &amp; conditions for the tender.</p>
8	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9	No deviation to the technical and commercial terms & conditions are allowed.
10	The tender 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.
11	Vendors are requested to read the vendor guide and see the video in the page <a href="http://www.mstcecommerce.com/eprochome">www.mstcecommerce.com/eprochome</a> to familiarize them with the system before bidding.

## **4.0 Other Instructions to Bidders.**

- 4.1 Bidders are advised to submit quotation based upon special conditions, terms and conditions, Scope of Work contained in the Bid documents and General Conditions of Contract and not to stipulate any deviation. Should it, however, become unavoidable, deviations should be suggested during pre-bid meeting. KoPT reserves the right to accept or reject the suggested deviations. No deviation from the laid down conditions of the Bid document is firm unless it is notified by KoPT.
- 4.2 Kolkata Port Trust will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.
- 4.3 The work is to be done as described in bid-document. The Bidders who needs clarifications on any specific issue shall inform the Engineer (Tender Authority) in writing well in advance of the date of pre-bid discussion at the address given in the next clause.
- 4.4 If the bidders find any discrepancy or omission in the Bid Document or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer, who may send a written explanation to the queries. No oral interpretations shall be made by any Bidder as to the meaning, if any, of the provisions of the Bid documents. Every request for an interpretation shall be in writing, addressed and forwarded to the Engineer at the following address:

General Manager, Marine.  
Kolkata Port Trust,  
15, Strand Road,  
Kolkata-700 001.

- 4.5 The bidders may please note that Kolkata Port Trust will not entertain any correspondence or queries on the status of the offers received against this Bid.
- 4.6 Bidders are also requested not to depute any of their personnel or agents to visit Kolkata Port Trust's Office for making such inquiries. Should Kolkata Port Trust find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by Kolkata Port Trust.
- 4.7 Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder. Kolkata Port Trust may reject, accept or prefer any bid without assigning any reason whatsoever.
- 4.8 Physical/Faxed / e-mail offer will not be considered. Bidders should upload their Bid themselves. KoPT will not be liable for any financial obligation in connection with any work until such time KoPT communicates to the successful bidder in writing his decision to entrust the work (covered by the Bid document).
- 4.9 In case of unscheduled Holiday / Bandh on the date of pre-bid meeting / opening of tenders, the same will be opened on the next working day at the scheduled time. The Bidders will also be allowed to submit on-line their tenders till such time as stipulated on such extended day of opening.
- 4.10 The General Conditions of Contracts Forms and Agreement (GCC) of Kolkata Port shall be applicable wherever relevant. The GCC may be downloaded from KoPT website, 'Home page - Rules and Regulations- Non-service Regulations.'

- 4.11 The tender shall be valid for a period of **180 days** from the date of opening of the techno-commercial part of the tender.
- 4.12 Tender should be submitted on-line within the specified date and time of submission. Tender submitted physically will not be accepted.
- 4.13 Mere downloading of Tender Document shall not mean that a particular Bidder will be automatically considered qualified and their bid will be entertained. Such qualifications will be reviewed at the time of evaluation of bids.
- 4.14 Tender document may be downloaded from [www.mstcecommerce.com/eprochome/www.kolkataporttrust.gov.in](http://www.mstcecommerce.com/eprochome/www.kolkataporttrust.gov.in).
- 4.15 Kolkata Port Trust reserve the right to accept or reject the bids in part or as a whole and do not bind themselves to accept the lowest or any bid or to assign any reason thereof and no damage claim whatsoever will be payable by Kolkata Port Trust. Downloading of tender documents to any bidder or opening of commercial bid of any bidder shall not construe that such bidder is considered automatically qualified.
- 4.16 The Bid and any annotations or accompanying documentation shall be in English language only and in metric system.
- 4.17 Each page of the submitted 'bid document including General Conditions of Contract & amendments, if any' shall be signed by a duly authorized person.
- 4.18 Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. Kolkata Port Trust may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 4.19 The bid document shall be completed in all respect and shall be uploaded together with requisite information and appendices. It shall be complete and free from ambiguity, change or inter lineation.
- 4.20 Bidders should indicate at the time of quoting against this bid their full postal and e-mail address& fax number (s).
- 4.21 Price Bids, containing any sort of qualifying expressions will be rejected.
- 4.22 Bidders shall submit along with their offer the Earnest Money as per **Clause - 6.0**. The Earnest Money shall specially bind to keep his offer valid for acceptance up to 180 days from the date of opening of Part-I (Techno Commercial Part) and to abide by all the conditions of Kolkata Port Trusts' Bid Document.
- 4.23 Changes to terms and conditions as enumerated in the bid document will not be valid if not notified by Kolkata Port Trust in writing to the bidder. In the event of Kolkata Port Trust intend to or awards the work against the said bid to the said bidder and the bidder fails to submit Security Deposit in stipulated time, the Earnest Money will be forfeited.
- 4.24 Kolkata Port Trust reserves the right to ask any one of the bidders, who have submitted their price quotations to submit a break-up of the submitted prices with adequate justification to establish for each such component. Bidders to confirm in writing in the form of Tender that should Kolkata Port Trust deem it necessary to ask for such a break up of quoted price, they will be duty bound to do so as requested by KoPT. They shall be further duty bound to provide justification to the same, failing which or if their justification of prices are found unacceptable to KoPT, their Tender may be cancelled by Kolkata Port Trust.

- 4.25 General Manager, Marine or his representative may convene meeting with the bidder with Seven days prior notice which the bidders will have to attend, failing which decisions of the General Manager, Marine taken unilaterally will be final and binding on the bidder.
- 4.26 The bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the bid.

## 5.0 MODE OF SUBMISSION OF BID

The tenders are to be submitted online in two parts i.e. Part-I & Part-II. Part-I should constitute the Technical Bid and Terms and Conditions of offer and Part-II should constitute only the Price Bid without any Deviation and Condition.

### 5.1 Part-I (Techno-Commercial).

Part-I (Techno-Commercial) shall contain the following documents:

- a) Brief particulars of the Firm.
- b) Current Trade License, Sales Tax Clearance/Vat Certificate, if applicable and Audited Balance Sheet including Profit & Loss Accounts for last 3 (three) years (2013-14, 2014-15 & 2015-16),
- c) Authentic documents related to registration under Service Tax Authority, compliance of relevant Acts, ordinances etc. as applicable.
- d) Performance Certificate of previous similar works carried out mentioning the total value of work and period of completed works.
- e) Proof of deposit to Kolkata Port Trust of Rs. 10,000/- as bid document fee.
- f) Proof of deposit to Kolkata Port Trust of Rs. 36.2 Lakh as **Earnest Money Instrument**.
- g) One Bid document duly signed and stamped on each page.
- h) Signed and stamped blank copy of Price format.
- i) Letter of authority, if any.
- j) Filled up "Form of Tender" as per enclosed proforma.
- k) Photo copy of KoPT's 'General Conditions Contract' duly signed and stamped on each page.
- l) Copy of ESI Registration certificate as applicable
- m) Certificate/declaration by the bidder of compliance with Minimum Wages Act.
- n) Copy of Current P.F. Statement / EPF registration No. as applicable.
- o) Photocopy of PAN card and details of Bank particulars for payments through ECS.
- p) A separate declaration / undertaking to the effect that the tenderer was not banned /debarred de-listed earlier by any govt. / quasi-govt./ PSU etc.
- q) 'Integrity Pact' duly signed as per **Annexure-I**.

5.2 Part-II (Price Bid) shall be submitted in price section of e-tender.

## 6.0 EARNEST MONEY DEPOSIT

- 6.1 The bidders are required to deposit INR **36.2 Lakh** as 'Earnest Money Deposit' (EMD) as detailed at Clause-2.(I) above.

- 6.2 Earnest Money of unsuccessful bidders will be refunded within 2 months of opening the Price bid or on finalization / acceptance of tender, whichever is earlier. If Price bid cannot be opened for any reason before expiry date of Earnest Money Bank Guarantee, the bidder would be requested to extend the validity of the EMBG within the validity period of the offer, failing which the EMBG would be encashed. Tender submitted without EMD shall not be considered.
- 6.3 After conclusion of tender process, EMD of successful bidder will be returned without interest after submission of Security Deposit. However, the contractor may be allowed to convert the EMD as a part of Security Deposit. In case the successful bidder fails to accept the contract or fails to submit the Security Deposit, the EMD will be liable for forfeiture.

## 7.0 SECURITY DEPOSIT

- 7.1 Successful bidder will submit Security Deposit for a sum equivalent to **10% of the total evaluated value as per price bid** of the tender, as accepted by KoPT, in Demand Draft or in the form of Bank Guarantee as per the format as stipulated in GCC in favour of 'Kolkata Port Trust' from a National/Scheduled Indian Bank with branch at Kolkata / Haldia. In the event of issuing Bank Guarantee by any branch outside Kolkata / Haldia, any Kolkata / Haldia Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court. In case of Bank Guarantee, the same shall remain valid for 3 months after the final expiry of the contract. The Security Deposit will be released within 60 days after successful completion of the contract period.
- 7.2 The General Manager, Marine shall have the right to ask for the extension of the above Bank Guarantee till such time the Contractual obligations are fulfilled and the Contractor will be duty bound to extend the same.
- 7.3 After the issuance of 'Letter of Intent', Security Deposit will have to be submitted within 15 days and arrange for signing of agreement. Work order will be issued immediately after receipt of Security Deposit.

## 8.0 Brief description of bidding Process.

8.1 Kolkata Port Trust intends to follow a 2 step bidding process for selection of the successful consultant for providing the services.

Step 1 : Technical Bid Evaluation.

Step 2 : Financial Bid Evaluation.

8.2 For the purpose of qualifying in Step 1, the bidders are required to also fulfill the following eligibility criteria:

1. Having experience of carrying out '**Services as 3rd Party Technical Audit or Project Management Consultant (PMC)**' in the Capital / maintenance dredging work during last 7 years and should have completed either of the following

assignments prior to the bid due date:

- i) Three assignments, each assignment costing not less than Rs.232.88 lakh, i.e. 40% of the annual estimated value of work.  
(OR)
  - ii) Two assignments, each assignment costing not less than Rs.291.1 lakh i.e. 50% of the annual estimated value of work.  
(OR)
  - iii) One assignment costing not less than Rs.465.76 lakh, i.e. 80% of the annual estimated value of work.
2. The Tenderer should have an average annual turnover of at least 30% of the annual estimated value of work i.e. Rs. 174.66 Lakh during the last three financial years (2013-14, 2014-15 & 2015-16).
3. Fulfillment of Minimum Qualification of proposed Team Leader / Resident Engineer & Dy. Resident Engineer cum Dredging Expert as specified in the tender.

**Note:** In order to assess experience as stipulated at item 1 only the portion of the executed 'Services as 3rd Party Technical Audit or Project Management Consultant (PMC)' in the Capital / maintenance dredging work will be considered and bidder is required to submit documents accordingly.

**8.3** Under Step 2, the Financial Bids of Bidders who qualify in Step 1 will be opened and the lowest quoted bidder would be considered to be the successful bidder.

## **9.0 Tender Authority**

General Manager, Marine

Kolkata Port Trust, 15, Strand Road, Kolkata-700 001

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**NB:** Chairman, KoPT reserves the right to change the tender authority / Engineer of the contract with prior notice.

## **10.0 Interpretation of Terms**

In the Contract and specifications the following words and expressions shall have the meanings as follows:

THE TRUSTEES - The expression 'THE TRUSTEES' means the Board of Trustees for the Port of Kolkata.

THE CHAIRMAN means the Chairman of the Board and includes the person appointed to act in his place under Section 14 and 14A of the Major Port Trusts Act, 1963.

THE DEPUTY CHAIRMAN, Haldia means the Deputy Chairman, HDC, or, as the case may be, a Deputy Chairman of a Board and includes the person appointed to act in his place under section 14 of the Major Port Trusts Act, 1963.

THE DIRECTOR MARINE DEPARTMENT - The expression 'The Director, Marine Department' means the office holding that post under the Trustees and includes his successors in office.

THE GENERAL MANAGER, MARINE, HDC - The expression 'The General Manager, Marine means the officer holding that post under the Trustees and includes his successors in office.

THE SUPERINTENDENT, DREDGER & DESPATCH SERVICE- The expression 'The Superintendent, Dredger & Despatch means the officer holding that post under the Trustees and includes his successors in office.

THE ENGINEER - The expression 'The Engineer' means the General Manager, Marine, for the purpose of this contract only.

THE ENGINEER'S REPRESENTATIVE - The expression 'The Representative' means any officer or person from time to time deputed by the Trustees or General Manager, Marine / Engineer of the Contract to act on their behalf for the purpose of this contract.

DAY - means duration of 24 hours commencing at 00.00 hours midnight till 24.00 hours and includes Sundays and Holidays.

MONTH - means English Calendar Month.

## **11.0 Background**

11.1 The two dock systems, one at Kolkata and the other at Haldia on the Hugli estuary under the administrative control of Kolkata Port Trust, are located 144 km and 44 km inland respectively, from Sagar Island at the mouth of the estuary debouching into the Bay of Bengal. The estuary is "alluvial "and perennially "well mixed". The entire navigational channel from Sagar to Kolkata is interspersed with shallow stretches classified as shallow-crossings/bars/shoals/sand-encroachments, the nomenclature characterizing the type of sedimentation. All alluvial estuaries exhibit similar characteristics.

Proceeding downstream from Kolkata, the estuary becomes braided around a central island - the Nayachara Island opposite Haldia Dock - downstream of Diamond Harbour at about 100 Km from Kolkata. The estuary becomes broader and fans out into principally three channels.

(A) On the east along Diamond Harbour - Kantabaria-Kulpi-Silver Tree.

(B) Diamond Harbour-East of Nayachara- Bedford-Sagar Island.

(C) Diamond Harbour-Balari-Haldia-Jellingham-Auckland-Sagar Island.

11.2 Kolkata Port Trust (KoPT) has already awarded contract to M/s. Dredging Corporation of India Ltd. The contract is for a period of 5 years w.e.f. 1.1.2017 and DCI is required to deploy Trailing Suction Hopper Dredgers (TSHDs) with experienced manning for carrying out maintenance dredging in the Hooghly Estuary, primarily at Jellingham, Haldia Anchorage, Eden and partially at Auckland i.e. in the shipping channel leading to Haldia Dock Complex. Dredged materials from Jellingham and Auckland shall be dumped freely in the vicinity of Lower Sagar Dumping Area in deep water pocket or any other suitable location as directed by the Engineer. The dredged material from Eden shall be dumped at Lower Eden area. There is a provision in the contract for disposal of dredged material through rain bowing / side casting during the dredging. The payment is on unit rate basis subject to a maximum limit. The particulars of dredging & dumping areas as well as targets are as follows:

Sl. No.	Areas	Limits	Length (KM)	Width (m)	depth (m)	Targeted depth to be maintained (m)	Annual dredging requirement as estimated by KoPT consultant (MM <sup>3</sup> )	Dumping ground	Distance of dumping ground (KM)
1.	Haldia Anchorage	22°00'54'' N to 22°00'00'' N	2.3	345	4.1	To be maintained at the levels of Jellingham.	0.77	Lower Sagar Area (Lat 21° 32'48''N Long. 087° 59'54''E )	45



2.	Jellingham	22°00'00'' N to 21°54'00'' N	11.0	345	4.1	<p><b>1st Year:</b> The navigable depth is to be increased by 0.1 M from Base Level and this increased depth will be the targeted depth of 2nd year.</p> <p><b>2nd Year:</b> The targeted depth for 2nd year is to be increased further by 0.1 m during the year and this increased depth shall have to be maintained during the remaining period of the contract.</p>	4.75	Lower Sagar Area (Lat 21° 32'48''N Long. 087° 59'54''E )	42
3.	Lower Jellingham	21°54'00'' N to 21°51'24'' N	4.8	345	4.1	Dredging not envisaged presently	Nil	--	--
4.	Upper Auckland Bar	21°51'24'' N to 21°47'00'' N	8.1	345	-	Dredging not envisaged presently	Nil	--	--

5.	Eden	21°47'00'' N to 21°42'00'' N	9.3	460	4.6	The depth at Eden shall be maintained at a level of 0.5 m more than that of Jellingham.	0.47	Lower Eden Area (Lat 21°30'00''N Long. 087°53'00''E )	26
6.	Lower Auckland (Upper Part)	21°47'00'' N to 21°42'00'' N	5.5	115	---	3.5	1.88	Lower Sagar Area (Lat 21°32'48''N Long. 087°59'54''E )	22
7.	Lower Auckland (Lower Part)	21°42'00'' N to 21°38'00'' N	5.0	115	5.0	Dredging not envisaged presently.	0.52	Lower Sagar Area (Lat 21°32'48''N Long. 087°59'54''E )	13

To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to pay a visit to the project site before submitting their tender. Please ensure that these officials are advised of the visit in time to allow them to make appropriate arrangement. Consultants must fully acquaint themselves of local conditions and take them in to account in preparing their tender.

The aim of this assignment is to provide qualitative technical and administrative services for auditing "Maintenance Dredging in Hooghly Estuary in the shipping channel of Kolkata Port" to be undertaken by the Dredging Contractor.

With a view to inviting bids for the assignment, Kolkata Port Trust (the Authority) has decided to appoint Consultant (Independent 3rd party) for auditing "Maintenance Dredging in Hooghly Estuary in the shipping channel of Kolkata Port".

In pursuance of the above, the Authority has decided to carry out the process for selection of a Consultant (Independent 3<sup>rd</sup> party) for auditing "Maintenance

Dredging in Hooghly Estuary in the shipping channel of Kolkata Port". Bids are invited from interested Bidders for providing the services as per the terms & conditions in this bid document.

### **11.3 Objectives.**

The objectives of the proposed consultancy services are:

- i) Supervision of project implementation activities and auditing of the dredging work carried out by the Contractor to ensure complete compliance with the drawings, technical specifications and various stipulations contained in the Contract Documents.
- ii) Efficient day to day supervision by qualified personnel who are experienced in the modern methods of dredging supervision and monitoring.
- iii) Ensure high standards of quality assurance in the execution of work.

## **SPECIAL CONDITION OF CONTRACT**

### **12.0 GENERAL**

These provisions of the Special Conditions of Contract & Technical Specifications shall be deemed to override the provisions of the General Conditions of Contract, only to the extent of such repugnancy or variations in the Special Conditions of Contract & Technical Specifications, as are not possible of being reconciled with the provisions of General Conditions of Contract.

### **13.0 Scope of consultancy service.**

The consultancy works involves the following:

#### **13.1 Detailed Engineering and Administration**

- a. The Consultant has to supervise the project on day to day basis with reference to contract agreement of the main dredging project. **For this purpose, a suitable qualified person has to be placed in any two dredgers in turn at a time, 24 hrs a day irrespective of number of dredgers deployed in Hooghly Estuary during entire contract period in addition to the overall supervision of the Team Leader/Dy. Resident Engineer.**
- b. Project monitoring, quality control including achievement of targets as envisaged in the dredging contract.
- c. Scrutinize the Dredging Contractors' detailed work programme keeping in view the overall interest of the project.

- d. Scrutinize Contractor's superintendence, personnel and suggest modifications, if any.
- e. Supervision and monitoring of the maintenance dredging work of KoPT carried out by the Contractor and also to ensure that these are satisfactory with particular reference to the technical requirements, recommendations / guidelines issued by KoPT, safety of works, personnel and the general public.
- f. Consultants shall prepare and monitor Project network, bar chart, monthly progress report format,
- g. Initiate advance actions for taking over of site and timely issue of suggestions to the Engineer if any.

### **13.2 Dredging Supervision:**

- a. Carry out regular inspection of the Contractor's equipment, plant, machinery, installations, and ensure they are adequate and are in accordance with the terms and conditions of the Contract.
- b. Checking and ensuring dredging in the areas and quantity dredged & dumped.
- c. Checking and ensuring dredged material is being dumped at designated dumping grounds and to ensure that there is no lapse by the Dredging Contractor to maintain maximum effective dredging operations.
- d. Ensuring carrying out of rain bow / side casting dredging as per tender stipulation and calculation of quantity dredged through side casting / rain bowing.
- e. On completion of maintenance dredging work, consultant shall provide to the Engineer, photographs, detailed calculations in respect of achievements of targets etc, specifications of equipment installed etc. and obtain certificate from Employer in respect of satisfactory completion of work.
- f. Consultant need not deploy separate expert in Hydrographic survey for the purpose of supervising / monitoring hydrographic surveys. Competent survey professionals who are regular officers / staff of Engineer/ Marine Department will be present during such surveys who will also certify the survey records and charts. However, the Dredging Expert of Consultant may also be present during all such surveys.

### **13.3 Surveys:**

Associate with hydrographic survey being carried out by Contractor/Engineer for the field measurement of works and maintain up to date record.

### **13.4 Progress of Work:**

- a. Implement a system for monitoring the progress of work based on the computer based project management techniques.
- b. Systematically check the progress of work and order the initiations of work which is the part of the contract.

- c. Maintain up-to-date status of all the dredging activities and other allied works till completion of the contract.
- d. Shall investigate and initiate early actions with regard to non-achievement of target envisaged in the dredging contract. The Team Leader of the Consultants' Supervision Team shall explain in his monthly progress and special reports the reasons for non-achievement of target envisaged in the dredging contract and explain the actions to be taken/already taken to correct the situation. All reports prepared by the Consultants' Team shall be objective and shall substantiate any event/recommendation with factual data and information.

### 13.5 Expected Inputs

The implementation of the Projects shall be scheduled so as to complete the work in all respect within the time schedule. The composition and duration for the Supervision Services for the Supervision Team will be as per the Table given below and all personnel of the Consultant will be stationed at Haldia.

Position	No. of persons	Estimated person days per month
<b>On Site Key Personnel</b>		
Team Leader / Resident Engineer.	01	1x26=26
Dy. Resident Engineer cum Dredging Expert.	01	1x26=26
Qualified technical personnel for daily supervision and auditing of dredging works.	Number to be assessed by the Consultant	24 hrs a day for 365 days in each of two dredgers at a time in turns.

Note: Apart from Resident Engineer, Dy Resident Engineer and qualified technical personnel on board of each dredger, the Consultant shall deploy additional key personnel and other support staff for effective and efficient execution of the assignment. The deployment of staff at site shall be made with prior approval of Engineer in Charge. Accommodation of one person will be provided in each of the dredgers.

### 14.0 Facilities to be provided by the consultant.

The Consultants shall make their own arrangements for transport (vehicle) at the project site along with deployment of adequate number of launches capable of withstanding Estuary conditions throughout the year for their personnel. The launches should also be made available to the officers of KoPT during their inspection from time to time. The Consultants shall give details in the Technical bid and price in the

Financial bid all facilities, equipment (engineering and office), transporting by road and water, supplies, computer hardware and peripherals, computer software, communication system (telephone, fax, e-mail/ Internet) and support staff which they consider to carry out the services. After completion of the contract, all articles deployed by the Consultant shall remain as their property.

## **15.0 Deliverables.**

The Consultant shall deliver the deliverables (the “**Deliverables**”) during the course of this Consultancy as per scope of work. All reports and documents prepared by the Consultants shall be professional, precise and objective. The report formats shall be finalized in Consultation with the Engineer’s officials. The Consultants shall provide three copies / sets each of the following reports to Kolkata Port Trust:

**Monthly Reports:** The Consultant has to ensure that various components of the project are progressing in accordance with the approved work programme. The physical & financial progress has to be recorded, reviewed and submitted to the Engineer monthly before the 7th of each month (report for the previous month) in approved format with due reference to the approved work programme. The report should also contain details & reasons for variations from the approved work programme, if any, and the Consultant’s suggestions for their corrections. Consultant has to employ an advanced type of project monitoring programme for maintaining & reporting on progress of the project.

**Reports on deficiency:** Along with the Monthly Reports, a report on deficiencies observed in relation to the quality of works executed during the previous month including actions taken by the Consultant and Contractor to rectify the same shall be furnished.

**Annual Reports** : Prepare and submit Annual Reports on Works to the Engineer reflecting not only the activity-wise physical & Financial status of the Works with reference to the approved programme, but also the Consultant’s views and recommendations regarding steps to be taken for more efficient implementation of the Works.

**Consultant’s Manpower Reports:** Submit to the Employer the Consultant’s manpower deployment reports in approved format fortnightly together with the programme of deployment for the next fortnight. The reports shall be furnished immediately at the end of each fortnight.

**Daily Activity Records:** Coordinate and maintain close interactions with the Engineer and the contractor regarding matters relevant to the implementation of the Works. Maintain daily Activity Record in respect of the Contract from beginning till completion of all works and furnish a copy of the same to the Engineer at the end of

each month.

**Monthly Review Meetings:** Prepare and furnish to Engineer status note and list of important matters in need of attention to facilitate Monthly Review meeting of the project and shall arrange such meetings, participate in the meetings at Haldia / Kolkata and prepare the record note of such meetings for follow up actions.

**Periodic on site meetings:** The Consultant shall attend meetings at Project Site whenever considered necessary and called for by the Engineer's representative to discuss issues connected with the Contract management.

**Government level meetings** : The Nodal officer / Senior representative of the Consultant shall also attend, if directed by Engineer, any meetings that may be called for by the Ministry of Shipping, New Delhi to review the progress of the project. The consultant shall also attend, if directed by the Engineer, any meeting that may be convened in the Head Office of KoPT in Kolkata as and when necessary.

#### **16.0 Team Composition:**

The Bidder would need to provide details in respect of the persons proposed to be associated in providing the Services to Kolkata Port Trust. Consultant shall provide personnel comprising of Dredging Expert with knowledge of latest dredging techniques, Environmental Expert and Technological expert as and when required. The composition of supervision team is given below:

The tentative qualification and experience of key personnel along with supporting staff required during execution of work is stipulated at **Clause-35.0**.

<b>Designation</b>	<b>Number</b>
Team Leader / Resident Engineer	1
Deputy Resident Engineer cum Dredging Expert.	1
Qualified technical personnel in the field of dredging, hydrographic survey , civil engineering & environment for day to day auditing of the dredging work ( 24 hrs a day) in each of the two dredgers at a time in turns operating in Hoogly Estuary.	Adequate numbers for proper auditing as deemed necessary.

The team leader would need to be involved in providing the Services and would need to

be present at all important meetings with Kolkata Port Trust. The Bidder in their letter head, for each person's proposed shall declare that the persons proposed are satisfying the qualifying and experience criteria in all respects. The Declaration is in the form of CV attached as **Annexure-II**. Each person's must satisfy the qualifying criteria on Educational qualification and essential experience.

### **17.0 Language**

The Bid supporting documents, printed literature and all related correspondence and documents should be written in the English language only.

### **18.0 Currency**

The currency for the purpose of the bid shall be in Indian Rupees (INR). In case of The Qualification Documents for eligible assignment submitted by the Bidders in foreign currency, the conversion to Indian Rupees shall be based on the rate of US\$ for the said assignment. In all such cases, the original figures in the relevant foreign currency and the INR equivalent thereof must be given. For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars based on exchangeable rate as on the date 30 (Thirty) days prior to the date of invitation of the tender and the amount so derived in US dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

### **19.0 Time for Completion:**

The whole assignment shall be completed in a period of 54 months reckoned from the date of commencement of work . If assignment completes in all respect before scheduled period, the contract may be foreclosed. In case of delay of assignment, the contract may be extended suitably. In case of extension and foreclosure, pro-rata addition or deduction shall be entertained based on percentage indicated for the supervision part of the whole assignment. At the discretion of Employer without assigning any reasons whatsoever, the assignment may foreclose at any stage. In case of foreclosure, percentage payment due up to the completed stage will be made as indicated in the financial bid. In case assignment foreclose in the middle of any indicated stage in financial bid, pro-rata payment shall be made for the completed services as agreed mutually. The Consultant does not reserve any right to claim compensation whatsoever for foreclosure of contract by Employer.

### **20.0 Terms of Payment:**

- a) All the payment under this Consultancy services for Independent 3<sup>rd</sup> Party Auditing will be made only in Indian Rupees. The fees / price shall be



quoted in Indian Rupees only. The consultant shall be paid for the services rendered as per the scope of work & Bill of Quantities.

- b) The Consultant shall be paid lump sum charges on monthly basis for providing the Consultancy services.
- c) The proposed assignment is for a period of 54 months. However, In the event of discontinuance of the contract during currency of the assignment, the payment due shall be paid as assessed by the Employer and Employer's decision in this regard shall be final.
- d) During the 1<sup>st</sup> year of the contract no escalation of price would be allowed. However, during the 2<sup>nd</sup> year, 3<sup>rd</sup> year, 4<sup>th</sup> year & 5<sup>th</sup> year price escalation would be allowed @ 5%, 10%, 15% & 20% respectively on the LS monthly price quoted in BOQ.
- e) In case of extension, for the reasons not attributable to the Consultant, and foreclosure, pro-rata addition or deduction shall be done based on pro- rata monthly payment quoted in Indian Rupees only.

#### **21.0 Signing of Agreement:**

The successful Bidder is required to sign an agreement prior to issue of work order. The format of agreement is provided in the G.C.C.

#### **22.0 Commencement and Completion of Assignment:**

The successful Bidder shall commence the work within 30 days from the date of issue of 'Letter of Intent' by the Employer and carry out the same expeditiously at whatever point or points and in such portion as the Employer may direct.

#### **23.0 Care and diligence**

The Bidder shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this contract and shall be fully responsible to the Employer for the proper, efficient and effective execution of their duties.

#### **24.0 Confidentiality**

The Consultant shall treat all the documents and information received from Kolkata Port Trust and all other related documents/communications in confidence and shall ensure that all who have access to such material shall also treat them in confidence. The Consultant shall not divulge any such information unless Kolkata Port Trust authorizes this in advance in writing. The Consultant further shall return all the documents received from Kolkata Port Trust from time to time after completion of the work related to those documents.

## **25.0 Suspension**

The "Employer" may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

## **26.0 Documents Prepared by the Consultant to be the Property of the "Employer"**

All plans, reports, other documents and software prepared, if any, by the Consultant for the "Employer" under this Contract shall become and remain the property of the "Employer", and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer", together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the "Employer's" prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

## **27.0 Facilities to be made available to Consultants**

Kolkata Port Trust will not provide office accommodation or any other facilities to the Consultants. Consultants shall make their own arrangements and cost for the same shall be deemed to be included in their offer. However office space within the port boundaries with power and water may be considered if rental office space is available and the same may be given as per scale of rates of land and building.

## **28.0 Conflict of Interests:**

The Consultant shall hold the "Employer's" interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

## **29.0 Prohibition of Conflicting Activities:**

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

### **30.0 Consultant's Personnel and Sub-Consultants.**

#### **30.1 General:**

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

#### **30.2 Description of Personnel:**

The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the consultant's tender and are described in **Annexure-II**.

#### **30.3 Approval of Personnel:**

The Key Personnel and Sub-Consultants listed by title as well as by name in Annexure-II are hereby approved by the "Employer". In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the "Employer" for review and approval a copy of their detailed self-attested Curriculum Vitae (CVs) in the firm's letter head along with the notarized copies of the professional qualification of the expert. If the "Employer" does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Employer".

#### **30.4 Removal and/or Replacement of Personnel:**

(a) Except as the "Employer" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications in accordance with the tender provision.

(b) If the "Employer" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the "Employer's" written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and

experience acceptable to the “Employer” in accordance with the tender provision.

### **30.5 Resident Manager/Team Leader**

Team Leader shall be Project Manager responsible for the overall performance and administration of the Consultants’ Team at the Project Site. The Team Leader shall be overall in-charge for the Consultants’ Supervision team for the entire project.

### **31.0 Amicable settlement.**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

### **32.0 Insurance to be taken by the Consultant.**

The Consultant shall take out and maintain, and shall cause to take out maintain, at their own cost, insurance against the risks, and for the coverage, as mentioned below, and at the Employer's request, shall provide evidence to the Employer showing that such insurance has been paid.

The risks and the coverage’s shall be as follows

- a) Third Party Motor Vehicle Liability Insurance as required under extant Motor Vehicles Act in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-Consultants or their Personnel for the period of services.
- b) Third Party Liability Insurance with a minimum coverage for Rupees `0.5 Million for the period of services.
- c) Workers’ Compensation Insurance in respect of the Personnel of the Consultant in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;
- d) Professional liability insurance to cover the Employer against any loss suffered by the Employer due to the professional services provided by the Consultant.

### **33.0 Consultant's actions requiring Employer’s prior approval.**

The Consultant shall obtain the Employer’s prior approval in writing before taking any of the following actions:

- i) entering into a subcontract for the performance of any part of the Services, it being understood;

- ii) that the selection of the sub- consultant and the terms and conditions of the subcontract shall have been approved in writing by the Employer prior to the execution of the subcontract, and;
- iii) that the Consultant shall remain fully liable for the performance of the Services by the sub- consultant and its Personnel pursuant to this Contract.

Note: Prior approval is required before commencement of work and the same may not be necessary at bidding stage.

#### **34.0 INTEGRITY PACT**

The selected bidder will have to enter into an Integrity Pact with the Port as per format enclosed at Annexure-I. (On Non Judicial Stamp Paper of Rs. 50/-). All blank spaces to be filled in as appropriate. At present for implementation of Integrity Pact, Sri V. Subramanian, Retired IAS has been appointed by KoPT as Independent External Monitor (IEM).

The contact details of Sri V. Subramanian are given below:

Sri V. Subramanian  
M104, Ground Floor, Greater Kailash-II  
New Delhi - 110048  
Tel: +919810401174 / +911129212243,  
Email : [subram71@gmail.com](mailto:subram71@gmail.com)

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

#### **35.0 KEY PERSONNEL AND SUB-CONSULTANT.**

Consultant shall provide personnel comprising of Technical Expert with knowledge of latest dredging techniques, Environmental Expert and Techno-legal expert as and when required. The tentative qualification and experience of key personnel required during execution of work is as under:

##### **35.1 Resident Engineer/ Team Leader.**

Minimum of Bachelor degree in civil engineering with overall experience of at least 12 years after graduation in which at least 08 years experience in dredging work, employment either with contractor or consultant or Client. They shall have proven track record of handling major dredging projects and they shall have knowledge of latest dredging techniques available for soil dredging.

Team Leader shall be Project Manager responsible for the overall performance and administration of the Consultants' Team at the Project Site. The Team Leader shall

be overall in charge for the Consultants' Supervision team for the entire project. The major tasks for the Team Leader shall include but not be limited to the following:

1. establishment of Site Offices;
2. assist the Employer with the Review of the Contractors' securities, insurance and safety plans;
3. scrutiny of the Contractors' work programme, and scheme for the deployment of plant, equipment and machinery;
4. assist the Engineer, Kolkata Port Trust in the Interpretation of provisions in the Contract documents and technical specification;
5. visioning with the local authorities for shifting of Utilities wherever required;
6. regular supervision of works;
7. evolve and Implement Quantity and Quality Control procedures;
8. evolve criteria for the acceptance of works;
9. assist Engineer, Kolkata Port Trust in monitoring Physical and Financial Progress of the works;
10. assist Engineer, Kolkata Port Trust in conducting monthly progress meetings;
11. compile monthly progress reports and prepare Quarterly Reports;
12. Completion Inspections;
13. Prepare Project Completion Report;
14. Liaise with the Engineer, Kolkata Port Trust in all matter concerning the works;
15. Time schedule and management of Team's resources; and
16. Advising the Engineer, Kolkata Port Trust in all matter related to the progress of works.
17. He shall identify the responsibilities of Dy. Resident Sr. Engineers/Engineers and Junior Engineers/ Hydrographic surveyors and other supporting staff and intimate to the Employer.

### **35.2 Dy. Resident Engineer.**

He should be a Dredge Master Grade-I with overall experience of at least 08 years in which at least 06 years experience in dredging work, employment either with contractor or consultant or Client. They shall have proven track record of handling major dredging projects and they shall have knowledge of latest dredging techniques available for soil dredging. He shall assist Team Leader in all duties and responsibilities assigned time to time.

The tentative schedule of requirement of personnel during execution is enclosed.

Position	No. of persons	Estimated person days per month

On Site Key Personnel		
Team Leader /Resident Engineer.	01	1x26=26
Dy. Resident Engineer cum dredging Exert.	01	1x26=26
Qualified technical personnel for daily supervision and auditing of dredging works	Number to be assessed by the Consultant	To be assessed by the consultant

*Note: Above mention requirements are tentatively assessed. In case progress of work demands additional personnel to cope with the situation, Consultants have to deploy additional personnel at no extra cost to the Engineer.*

The above stated personnel are the requirements during execution of dredging work when work commence on 24 hours basis.

### **36.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION**

- 36.1 In all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract, the decision of the Engineer shall be final binding on all parties to the contract and shall forthwith be given effect to by the Contractor.
- 36.2 If the Contractor is dissatisfied with any such decision of the Engineer/his representative, he shall within 15 days after receiving notice of such award/ Decision, requires that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.
- 36.3 If there is still no settlement as mentioned at Clauses - 36.1 & 36.2, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 including all amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrator and inform the other party within 60 days. If the other party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996, including any amendment thereof.

- 36.4 Notwithstanding anything contained herein above, Employer also reserve the right to invoke arbitration in all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract etc.
- 36.5 The place/ jurisdiction of arbitration shall be in Kolkata, West Bengal, India.
- 36.6 The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid equally by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the successful Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the Party.
- 36.7 Pending the submission of and / or decision on a dispute, difference or claim or until the arbitral award is published, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.
- 36.8 The request for arbitration, the answer to the request, the terms of reference, any written submission, any order and ruling shall be in English language and if oral hearings take place, English shall be the language to be used in the hearing.
- 36.9 Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.
- 36.10 In case the contract is awarded to a Central Public Sector Enterprises (CPSE), commercial disputes, if any, may be settled through Permanent Machinery of Arbitrators (PMA) as per relevant Government of India guidelines.

### **37.0 TERMINATION OF CONTRACT.**

37.1 Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Contractor there from after giving him a minimum one month's notice in writing, 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. The Contractor has failed to commence the works or has without any lawful excuse under these conditions, has kept the work suspended for at least 15 days despite



receiving the Engineer's or his Representative's written notice to proceed with the work.

- iii. The Contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
- iv. 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.
- v. The Contractor is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.

37.2 In all such cases of termination of work, the Trustees shall have the right to complete the work through any other agency at the risk and cost of the defaulting Contractor. In such cases, the defaulting Contractor shall be debited any sum or sums that may be spent in completing the work through the new agency beyond the amount that would have been due to the Contractor, had he been duly completed the whole of the work in accordance with the contract.

37.3 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 the entire Trustees' tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 days or receipt of such letter.

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

37.5 Contractor shall have the right to terminate the contract after giving the Employer a minimum three months notice only in the event non-receipt of contractual payment within 90 days from the date of submission of correct bills along with all supporting documents.

### **38.0 Bill of Quantities.**

The bidder is required to quote monthly rate considering auditing of two dredgers at a

time in turns irrespective of the number of dredgers deployed for dredging operation and the rate shall include all taxes & duties (direct & indirect) except for Service Tax & applicable Cess. Service Tax & applicable Cess or GST shall be paid extra at actual on submission of necessary cenvatable documents.

Sl. No.	Scope of work	Monthly Rate
1	<p>Technical auditing of <b>Maintenance Dredging in Hooghly Estuary in the shipping channel of "Kolkata Port"</b></p> <p>(The monthly rate shall be inclusive of all taxes and duties (direct &amp; indirect) except Service Tax &amp; applicable Cess but including incidentals, overheads, traveling expenses, boarding &amp; lodging, transport (by road and water) stationery, expenditure related to presentation to be made during the assignment period, sundries, all other items involving expenditure for execution of this assignment covering scope as stipulated in the Tender Document.</p>	<p>Rs. ----- per month---(A)</p>

Total amount for 54 months would be =  $(A \times 12) + (AX12 \times 1.05) + (AX12 \times 1.1) + (AX12 \times 1.15) + (AX6 \times 1.2)$ .

**INTEGRITY PACT**

Between  
Kolkata Port Trust (KoPT) hereinafter referred to as "The Principal/ Employer"  
And  
.....hereinafter referred to as "The Bidder/Contractor".

**Preamble**

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

In order to achieve these goals, the Principal will appoint 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 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 abstain from bribing and other corrupt practices and the PRINCIPAL/EMPLOYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

**Section-1:Commitments of the Principal/employer.**

- (1) The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Principal, personally or through family members, will, in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any materials or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide

to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the 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 contracts, submission or non-submission of bid or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor (s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representative in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the **"Guidelines on Indian Agents of Foreign Suppliers"** shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian Agent/representative have to be in Indian Rupees only. Copy of the Guidelines on Indian Agents of foreign Suppliers is annexed and marked as **Annexure-P**.

- 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 or 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 Undertakings /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/ Subcontractors.**

- (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 subcontractors.

- (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 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 Port Trust.
- (e) The BIDDER / CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER / CONTRACTOR. The 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 / Subcontractor(s) with confidentiality.
- (f) The Principal / Employer will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.
- (g) The Monitor will submit a written report to the designated Authority of Principal / Employer / Chief Vigilance Officer of Kolkata Port Trust within 8 to 10 weeks from the date of reference or intimation to him by the Principal / Employer / Bidder / Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER / CONTRACTOR can approach the Independent External Monitor (s) appointed for the purposes of this Pact.
- (h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the relevant IPC/PCA and the Principal / Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (j) The word 'Monitor' would include both singular and plural.

**Section-9: Facilitation of Investigation:**

In case of any allegation o 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 / 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 begins with when both parties have legally signed it and will extend up to 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 the valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of KoPT.

**Section-11: Other provisions:**

- (1) This agreement is subject to Indian law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.
- (2) Changes and supplements as well as termination notices need to be made in writing in English.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners of 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)  
(Office Seal)

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

Place.....

Date.....

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

**GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

- 1.1 There shall be compulsory registration of Indian agents of foreign suppliers for all Tender. An agent who is not registered with KoPT shall apply for registration in the prescribed Application – Form.
- 1.2 Registered agents will file an authenticated Photostat copy (duly attested by a Notary Public) / Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission / remuneration / salary / retainer ship being paid by the principal to the agent before the placement of order by KoPT.
- 1.3 Wherever the Indian representatives have communicated on behalf of their principals and foreign parties have stated that they are not paying any commission to the Indian agents and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS / REPRESENTATIVES IN INDIA. IF ANY.

**2.1 Bidders of Foreign nationality shall furnish the following details in their offer:**

- 2.1.1 The name and address of the agents / representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent / representative be a foreign Company, it is to be confirmed whether it is real substantial Company and details of the same shall be furnished.
- 2.1.2 The amount of commission / remuneration included in the quoted price(s) for such agents / representatives in India.
- 2.1.3 Confirmation of the Bidder that the commission / remuneration if any, payable to his agents / representatives in India, is to be paid by KoPT in Indian Rupees only.

**2.2 Bidders of Indian Nationality shall furnish the following details in their offers:**

- 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agent of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents / representatives.
- 2.2.2 The amount of commission / remuneration included in the price (s) quoted by the bidder for himself.
- 2.2.3 Confirmation of the foreign principals of the Bidder that the commission / remuneration, if any, reserved for the Bidder in the quoted price (s), is paid by KoPT in India in equivalent Indian Rupees.
- 2.2.4 In either case, the event of contract materializing, the terms of payment will provide for payment of the commission / remuneration, if any payable to the agents /



representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

- 2.2.4 Failure to furnish correct and detailed information as called for in paragraph - 2.0 above will render the concerned tender liable for rejection or in the event of a contract materializing, the same liable to termination by KoPT. Besides this there would be a penalty of banning business dealings with KoPT or damage or payment of a named sum.

**Format for submission of Curriculum Vitae (CV) of Key Personnel  
(CV SHOULD BE TYPED IN BIDDER'S LETTER HEAD)**

**Curriculum Vitae (CV) of Key Personnel**

Proposed Position:

Name of Personnel:

Date of Birth:

Nationality:

Educational Qualifications:

Experience relevant to the proposed position:

Employment Record:

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

List of projects on which the Personnel has worked:

(i) Name of project:

(ii) Description of responsibilities:

Details of the current assignment and the time duration for which services are required for the current assignment:

Estimated period of engagement in carrying out this project:

**Certification:**

1. I, the undersigned, certify that, my qualifications and my experience fully satisfy the essential experience criteria for my proposed position for this assignment as stipulated in the tender:
2. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
3. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

Place..... (Signature and name of the Key Personnel)

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

**Notes:**

1. Use separate form for each Key Personnel
2. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

3. Attach attested copy of the professional qualification certificate for each key personnel.
4. If the attested copy of professional qualification certificate is not furnished, such key person will not be considered for evaluation.

**E- PAYMENT FORM**

To  
The General Manager, Finance.

Sir,

We hereby give particulars for payment of the Works bill / Advance etc

Sl. No.	Particulars	
1	Name of the Consultant	
2	Address of the Consultant	
3	Name of the work for which payment is made.	
4	Agreement dated : Work order No.	
5	Name of the bank in which Consultant operating account.	
6	Address of the Bank	
7	Branch Code No	
8	Type of Account ( Whether SB A/c or Current A/c )	
9	Account No	
10	Pan No.	
11	Service Tax Registration No.	

Yours Sincerely,

(Signature of PMC)

**PROCEDURE OF PAYMENT OF EARNEST MONEY AND BID DOCUMENT FEE  
OF TENDERS OF HALDIA DOCK COMPLEX  
THROUGH AXIS BANK GATEWAY**

1. The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site (*www.mstcecommerce.com*→ *e-Procurement* →*Psu / Govt depts*→*Kolkata Port Trust* ) under the icon: " **HDC EMD/Tender Fee Payment**". Clicking this icon will take the bidders to the Axis bank gateway.

Alternatively, the Bidders can also access the gateway by from Axis bank easypay website site (<https://easypay.axisbank.co.in>→ Others→Haldia Dock Complex)

2. The Bidder will be required to mention the **Bidder's ID** ( The ID used by the Bidder for logging in the MSTC Website) and **Bid Id** ( E-tender Number of the Tender against which the Bidders intend to submit Bid) and then Click '**VALIDATE**'.

3. A webpage will populate where the Bidder will be required to select: **Earnest Money** Or **Bid Document Fee**, then indicate his Mobile Number and the CAPTHA displayed in the webpage.

4. Depending on the selection, another webpage will come up.

5. In case of selection of Earnest Money, The bidder will be required to select the option of With or Without Bank Guarantee. In case of Bids, where there is no option to pay through BG, the Bidders should select the option '**Without**'.

In case of any tender, where there is an option to pay a part of EM through Bank Guarantee and the Bidders wants to avail that option, the bidder should select 'With'.

6. The Bidder will be required to mention their Bank Account Number, IFSC Code of his Bank, and the Name of the Account, insert the Captha mentioned in the web page and then '**SUBMIT**'. In case of Bid Document Fee payment, Bank Account Number would not be required.

An URN Number will be generated. Bidders may keep note of this URN Number for all future reference.

7. Another webpage will come up and the Bidder will have the option to select payment methods from - (i) Internet Banking and (ii) NEFT/RTGS after agreeing with the terms and conditions by clicking the dialogue box appearing in the webpage.

8. In case of selection of Internet Banking, the bidder will be required to select any Bank of their choice and depending on the selection the bidder will then be guided to the webpage of the respective Bank. After validating the payment in the respective bank, the system will return to the Axis Bank Payment gateway.

9. In case of selection of RTGS/NEFT, the webpage will generate a payment advice.

The Bank Account Number, IFSC Code of the Bank, Name of the payee i.e Haldia Dock Complex and the amount to be paid will be indicated in the said payment advice. The Bidders will also get an SMS and Email detailing the same.

**The Bidder will be required to mention the same correctly in the Bank challan which is required to be filled up for payment by RTGS/NEFT in the bank from where they intend to make the payment.**

The Bidders should note that Bank A/C number of HDC mentioned in the Payment advice will change for each and every transaction and hence for each and every payment the entire process from the beginning will have to be followed for generation of a URN Number.

10. For payment of Bid Document fee, identical process is to be followed.

11. The Bidders will be able to know the status of their payment by using the 'Enquire URN' facility by mentioning the URN Number in the Axis Bank login page. Until such time the payment is credited to HDC's A/C the system will show the status as 'Pending'.

12. The Bidders should note that until such time the status remains 'Pending', the payment is not made to HDC and mere generation of URN Number will not signify payment of EM or Bid Document Fee. Hence, if the status remains 'Pending' after some time of submitting the RTGS/NEFT payment request at their Bank, then the bidder should contact their Bank to enquire about the status of RTGS/NEFT request.

13. In case of any problem relating to use of the payment gateway the bidder should contact the tender inviting authorities whose phone number and email address is mentioned in the e-tender.

## Commercial Terms &amp; Conditions

<b>SL. NO.</b>	<b>TERMS</b>	<b>RESPONSE</b>
1	Mere participation in e-tender will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.	AGREE
2	Price Bids (Part-II) of only those eligible bidders whose Part-I Bids are complete and in order shall be opened on time and date to be intimated later separately.	AGREE
3	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC's(DISTRICT INDUSTRIES CENTRE) Certificate.	AGREE
4	Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.	AGREE
5	If illegible for this kind of job, the benefits as per prevailing norms will be extended to MSEs registered with NSIC as per New Public procurement Policy as notified by the Government of India, Ministry of Micro, small & medium enterprises (MSME) in The Gazette of	AGREE



	India vide No. 503, dated 26.03.2012. It is not obligatory on the part of the Trustees to accept of Lowest Tender. They reserve the right to accept a Tender in full or in part and/or reject a Tender without assigning any reason thereof.	
6	If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.	AGREE
7	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.	AGREE
8	Due date of submission of tender will not be extended under any situation.	AGREE
9	EARNEST MONEY : As Per NIT	AGREE
10	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money.	AGREE
11	E-Tenderers submitted without requisite Earnest Money are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under	AGREE
12	<b><u>SCOPE OF WORK :</u></b> As per E-Tender Document	AGREE
13	The Terms and Conditions of E-Tender shall be read in conjunction with the General Conditions of Contract, Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so	AGREE

	requires.	
14	The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract of Ko.P.T, HDC. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Sr. Dy. Manager (I&CF) , Haldia Dock Complex, thereon shall be final and binding upon all parties.	AGREE
15	The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Trustees' General Conditions of contract is the integral part of the tender / contract.	AGREE
16	The Trustees also reserve the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders before opening of the price bids.	AGREE
17	The Trustees are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.	AGREE
18	The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Calcutta.	AGREE
19	<b>Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.</b>	<b>AGREE</b>
20	<b>Bidders are advised to visit the site of work prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, existing road facilities for carrying materials etc. before submission of the e-tender. He may contact</b>	<b>AGREE</b>

	the Sr. Dy. Manager (I&CF) or his authorized representative at his office at Chiranjibpur, Haldia in this regard. Non compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.	
21	The bidder should sign the DECLARATION OF THE BIDDER and upload the same to denote their mode of acceptance and to submit the same along with his offer.	AGREE
22	<p>VALIDITY:</p> <p>The tender shall remain open for acceptance for a period of 180 days from the date of opening of techno-commercial bid.</p> <p>If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.</p>	AGREE
23	<p>NON- RESPONSIVE BIDDER :-</p> <p>The offer/tender shall be treated as non-responsive, if : 180 days validity from the date of opening of techno-commercial bid is not accepted / agreed to as per tender condition.</p> <p>Offer / tender is submitted with any deviation from the tender terms &amp; conditions.</p>	AGREE
24	EARNEST MONEY AND SECURITY DEPOSIT : As per tender Document	AGREE

25	Performance Guarantee : As per Tender Document	AGREE
26	<b><u>PRICES:</u> As per BOQ given in the tender document.</b>	AGREE
27	The bidder shall quote his price as per the Bill of Quantities in the Price bid (Part-II)	AGREE
28	The Bidder shall state clearly his quoted rates in figure.	AGREE
29	Orders may be placed in full to the lowest bidder.	AGREE
30	Price(s) to be quoted should remain firm over the contract period.	AGREE
31	<b>All taxes &amp; duties are deemed to be included in the quoted rate except service tax as applicable.</b>	<b>AGREE</b>
32	<u>EVALUATION CRITERIA:</u> As per relevant clause of Tender document.	AGREE
33	Order to be placed in full.	AGREE
34	<u>PAYMENT:</u> As per Tender document.	AGREE
35	Location: As per Tender document.	AGREE
36	Time of Completion: As per Tender document.	AGREE

37	Work is to be carried out as per terms & condition of the contract document	AGREE
38	Compensation (Liquidated Damages) against failure to complete the work within the stipulated time as per tender condition.	AGREE
39	Price adjustment clause: As per Tender document.	AGREE
40	Technical capacity: As stipulated in Tender document.	AGREE
41	<u>Financial capacity</u> : As stipulated in Tender document.	AGREE
42	<u>DOCK PERMITS</u> : Permit charge is applicable.	AGREE
43	<u>JURISDICTION OF COURT</u> : The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Kolkata/Haldia.	AGREE
44	<u>PERSONAL PROTECTIVE EQUIPMENT (PPE)</u> : Contractor and their workmen including driver & helper must use PPE i.e. safety helmet etc. at the time of work inside the dock premises.	AGREE