

वित्तीयसलाहकारएवंमुख्यलेखाअधिकारीकाकार्यालय /
 Financial Advisor & Chief Accounts Officer's Office
 फ़ोन/Phone: 033-22312022 वित्तविभाग/ Finance Department
 फैक्स/Fax:033-22306212 ईमेल/E-mail:fa@kolkataporttrust.gov.in

KOLKATA – 700001

टिप्पणीसंख्या/No.Fin/SEIS/16-17/2019

दिनांक/Dated: 11.09.2019

**AUCTION NOTICE FOR “SALE OF DUTY CREDIT SCRIP FOR THE YEAR 2016-2017 ISSUED BY
 DGFT UNDER SERVICE EXPORT FROM INDIA SCHEME (SEIS) FOR VALUE OF
 Rs.24,86,71,824.24”**

a. E-AUCTION NO.	MSTC/ERO/KOLKATA PORT TRUST/2/ESPLANADE/19-20/18758
b. Mode of Auction	E-AUCTION System (Online Part I –Techno Commercial Bid and Part II - Price Bid(E-AUCTION)) through www.mstcecommerce.com website
c. KoPT Reference No.	FD/SEIS/2016-17/2019
d. Date of NIT available to parties to download	11.09.2019 to 10.10.2019
e. Earnest Money Deposit	Rs.24,86,718/- To be remitted to KOLKATA Port Trust, through State Bank Collect/ NEFT/RTGS. The Bank details are given below: NEFT/RTGS: State Bank of India, Specialised Institutional Banking Branch, Beneficiary- Kolkata Port Trust A/c No.11143631170, IFSC Code – SBIN0014524
f. Inspection date	From 11.09.2019 to 10.10.2019 1730 HRS.
g. Last date of Submission of EMD	10-10-2019 (within working hours)
h. Last date for upload of documents.	10-10-2019 UPTO 23.59 HRS
i. Opening of requisite documents submitted by bidders by KoPT for Technically qualifying the bidders.	11-10-2019
i. E-Auction date	16-10-2019 12.00 HRS TO 15:00 HRS

List of Annexure

Terms & Conditions	:-	Annexure – I
Important Instructions for e-Auction	:-	Annexure – II
Special Terms & Conditions	:-	Annexure –III
Declaration of Auctioner/Bidder	:-	Annexure –IV
Proforma of Pre-Contract integrity pact	:-	Annexure –V
Format for authorization letter	:-	Annexure –VI

TERMS & CONDITIONS

1. Electronic Auctions (e-Auctions) in two cover system are invited by the Financial Advisor & Chief Accounts Officer, Kolkata Port Trust, 15, Strand Road, Kolkata 700001 for selling of SEIS scrip's.
2. Details of Auction can be downloaded from MSTC website www.mstcecommerce.com or from Central Public Procurement Portal www.eprocure.gov.in/cppp/.
3. All intending bidders for participating in E-Auction will have to register with MSTC in their portal www.mstcecommerce.com, by paying applicable registration fees Rs.1000/- plus applicable GST, for a period of one Year. After paying the above registration fee, the same should be intimated to MSTC official through mail along with required documents for activation of their login ID. Bidders registered with MSTC can only participate in the e-auction.
4. Earnest Money Deposit (EMD) Rs.24,86,718/- should be remitted to KOLKATA Port Trust, through RTGS/NEFT. The EMD should be submitted on or before the due date. Bidders should also upload the required documents within the prescribed time in MSTC website against said E-auction number by using their login ID and password.
5. The Auctioneers shall participate in the e-auction strictly in accordance with the **General Terms and conditions, Buyer Specific terms and conditions and Special Terms and conditions** of the Auction Catalogue published in the e-auction portal of MSTC.
6. Time schedule for various activities in connection with this Auction will be as follows:
 - 6.1.1. **Availability of Auction Document:** www.kolkataporttrust.gov.in; www.eprocure.gov.in/cppp/ and www.mstcecommerce.com from 11.09.2019 to 10.10.2019.
7. **Opening of requisite documents submitted by bidders by KoPT will be on 11.10.2019.**
8. **The qualified bidders will be allowed to participate in the E-auction 16-10-2019 1200 hrs. to 1500 hrs.**

FINANCIAL ADVISOR &
CHIEF ACCOUNTS OFFICER
KOLKATA PORT TRUST

INSTRUCTIONS ON E-AUCTIONING PROCEDURES

- 2.1.** This is an e-Auction event of KoPT. The e-Auction service provider is MSTC Limited.
- 2.2.** Bidders willing to participate in this E-Auction are required to go through the entire auction catalogue.

A) Process of e-Auction:

1. The process involves registration of bidders with **MSTC e-Auction portal**. For this purpose any willing bidder is required to apply online through the MSTC website www.mstcecommerce.com. E-AUCTION →Sale of duty credit scrips→ Registration → Register as Bidder →Filling in details and creating own user-id and password→ Submit.
2. Bidders will receive a system generated mail confirming their registration in their e-mail id which will be provided during filling in the registration form. Bidders have to submit required documents such as PAN CARD, GST NO, BANK DETAILS, IT RETURNS etc. to MSTC for activation of USERID. **Bidders are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem.** In case of any clarification, bidders are advised to contact KoPT/ MSTC (before the schedule time of the e-Auction).
3. Only after registration, the bidder(s) can submit his/her/their bids electronically. Electronic bidding for submission of Price bid over the internet will be done.
4. Bidders are to make their own arrangement for bidding from a PC connected with internet. Neither KoPT nor MSTC shall be responsible for making such arrangement.

SPECIAL NOTE: BOTH PRICE BID & DOCUMENT UPLOADING ARE TO BE SUBMITTED ONLINE AT www.mstcecommerce.com

Contact Person MSTC

Ms Shruti Sharma, Assistant Manager, Mob no. 70440 64654 Email id: shruti@mstcindia.co.in	Mr. Mayank H. Jain, Mob No. 9721277969 Email id: mhjain@mstcindia.co.in
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Contact person at KOLKATA Port Trust

Shri Prateep Lala, Sr Deputy CAO-II Mob number: 9836298657
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A) Part I) UPLOADING OF DOCUMENTS: All the required documents as per tender should be uploaded in the system using login and password within the prescribed time. The documents will be downloaded by KoPT and it will be scrutinized. Bidders fulfilling the required criteria will be qualified for E-auction.

The documents to be uploaded in the said serial wise:-

1	EMD remittance particulars ie. INB Reference No., UTR No./ receipt etc.
2	Notarized copy of the certificate of incorporation/registered partnership deed/Banker's certificate for proprietorship concern towards proof of legal entity(As per Clause No.7.1.1 of Special Terms and Conditions. ANNEXURE - III)
3	Self attested copy of PAN and GST Registration Certificate.(as per Clause No.7.2 of Special Terms and Conditions ANNEXURE - III)
4	Self attested copy of Import Export Code (as per Clause No.7.3 of Special Terms and Conditions ANNEXURE - III)
5	Self attested copy of audited Balance Sheet and P&L A/c for the last three years to be uploaded, or Provisional Balance sheet and P&L A/c duly certified by a practising Chartered Accountant if audit is in progress.(As per Clause 7.4.1 of Special Terms and Conditions ANNEXURE - III)
6	ANNEXURE – IV – Declaration by the Auctioneer/bidder duly signed and sealed and witnessed
7	ANNEXURE – V - Pre-Contract integrity pact duly signed and sealed in all pages.
8	Proof of Bank Account (copy of cancelled Cheque leaf etc.) for refund of EMD.

(B) Part II Price Bid: All the Technically qualified bidders shall have to participate in the e – auction.

Note: Unit of Measure (UoM) will be percentage as indicated in the e-Auction Floor. Rate to be quoted as a percentage of value of scrips .Those who quote highest percentage at the end of the E-auction will be H1 bidder.

Submission of online Bid:

- 1) Bidder should use their user Id and password to login in the website,
- 2) Bidders have to **upload** the documents using “**UPLOAD PREBID DOC**” against the respective E-auction. Bidder can select the number of files to be uploaded. If the file size is big then it can be uploaded in small size.
- 3) Bidders will have to quote in percentage of the face value of the scrip up to two decimals.
(for example : If the scrip value is Rs 1000, bidder submits 99.43 in the bid column(%) then the face value of the scrip will be Rs.994.30).
- 4) Bidder can view the last bid and increase their bid accordingly. Minimum increment will be 0.01% or as mentioned in the auction floor. Once the bidders submit the percentage, face value of the bid will be calculated and same will be reflected in the Bid amount below the Bid column.
- 5) If someone bids in the last 8 Minutes, then the closing time will extend by 8 more minutes from the last received bid.
- 6) Bid history will show the last ten bids.

SPECIAL TERMS AND CONDITIONS

1. Special terms and conditions will over ride General Terms and conditions and MSTC's Buyer Specific terms and conditions wherever they differ.
2. Financial Advisor & Chief Accounts Officer, Kolkata Port Trust, 15, Strand Road, Kolkata - 700001, the owner / seller, will be hereinafter referred to as KoPT and MSTC Ltd., the Selling Agent of KoPT will be hereinafter referred to as MSTC.
3. EMD: Earnest Money Deposit (EMD) Rs.24,86,718/- is to be remitted to KOLKATA Port Trust, through State Bank Collect or through RTGS /NEFT. The bank details of KOLKATA Port Trust for remittance of EMD through RTGS/NEFT is

State Bank of India,
Specialised Institutional Banking ,
Beneficiary- KOLKATA Port Trust
A/c No.11143631170, IFSC Code – SBIN0014524

4. Bidders, who have not remitted EMD, will not be allowed to participate in the e-auction.
5. Price quoted should be strictly on the basis of “ALL EXCLUSIVE RATES (Excluding GST and any other statutory levies as applicable which shall be to the buyer's account)”.
6. Validity of Bid: The bid shall be valid for a period of 30 days from date of e-auction.

7. Eligibility Criteria:

- 7.1. The bidder should be a single legal entity registered in India as a company under the Indian Companies Act or a Partnership firm registered under the Partnership Act of 1932 or a proprietorship firm.
- 7.1.1. Bidders to upload notarized copy of the certificate of incorporation /registered partnership deed/Banker's certificate for proprietorship concern towards proof of legal entity.
- 7.2. The bidder shall have valid PAN/GST registration and shall upload self-attested copy of PAN and GST Registration Certificate.
- 7.3. The bidder shall have a valid Import Export Code and shall upload self-attested copy of the same.
- 7.4. The average annual turnover for the last three years of the bidder shall not be less than the Scrip value.
- 7.4.1. Self-attested copy of relevant audited Balance Sheet and P&L A/c for the last three years to be uploaded, or Provisional Balance sheet and P&L A/c duly certified by a practicing Chartered Accountant if audit is in progress.
8. All the documents uploaded should be forwarded in hard copy, to the Financial Advisor & Chief Accounts Officer, Finance Department, KOLKATA Port Trust in such a way that the Hard copy of the documents reaches KOLKATA Port Trust within 3 working days of uploading and not later than 06 June, 2019.
9. Price shall be quoted by way of percentage of the face value of the scrip upto two decimals.
10. Taxes, duties, other statutory levies, if any, applicable on the sale of scrip shall be borne by the bidder and comply with the statutory provisions in sale/purchase/utilisation/ monetization of the Scrip.
11. Price quoted shall be without any condition. Offers with any deviations/conditions will be summarily rejected.

12. Evaluation of Bids:
- 12.1.1. After Closing time of auction, documents submitted by each bidder, to prove eligibility criteria will be scrutinised. Offers which do not satisfy eligibility criteria will be rejected.
- 12.1.2. Bidders who have satisfied the eligibility criteria will be allowed to bid in the E-auction.
13. Successful bidder will be finalized from among the qualified bidders based on highest percentage offered. The offered value is arrived by applying the percentage on the face value of the scrip.
14. The amount quoted in the bid by the bidder shall be firm and fixed till complete execution of the contract.
15. Once the offer is accepted and Letter of Award is issued to the successful bidder, the quoted price shall be valid till the completion of contract.
16. Kolkata Port Trust reserves full and final authority to withdraw or cancel the bidding process. Kolkata Port Trust reserves the right to accept/reject any bid or part thereof without assigning any reasons.
17. The SEIS duty credit scrip offered for sale is registered in the INCCU1-Kolkata Sea. It is the responsibility of successful bidder to apply for telegraphic Release Advise (TRA) by their own and comply with any other procedural requirement/formalities as per Foreign Trade Policy & Procedures/Customs provisions for utilization of SEIS Scrip within the scrip validity period. Bidder while submitting the offer shall ensure and examine the related procedural requirement and statutory provisions for the same. Bidder shall also quote bid after careful analysis of e-auction catalogue and submission of their offer online implies that the bid quoted is after taking into consideration all the costs involved towards buying/ transfer/utilization of the scrip offered for sale. All such related expenses/cost will be the sole responsibility of the bidder and the bidder will indemnify KOLKATA Port Trust on all such expenses/cost/levy etc.
18. The Duty Credit Scrip issued by DGFT under SEIS with Certificate No. 0219078704 with a face value of Rs.24,86,71,824.24 is valid up to 03.09.2021.
19. **Letter of Award:** Once the offer is accepted by Kolkata Port Trust, a sale intimation letter will be forwarded by the MSTC to the successful H1 bidder and a formal Letter of Award to the Successful H1 bidder for sale of the scrip will follow from Kolkata Port Trust through E-mail and post. The date of e-mail from Kolkata Port Trust will be construed as the date of issue of Letter of Award.
20. The letter of award along with General Terms & conditions, Buyer Specific terms & conditions and Special terms & conditions shall constitute a binding contract.
21. Terms of Payment:
- 21.1. Initial Payment: 10% of the quoted value of scrip shall be paid by the bidder in the form of RTGS/NEFT to Kolkata Port Trust within Three (3) working days from the date of issue of the Letter of Award to the successful bidder.
- 21.2. Final Payment: Balance amount i.e. 90% of quoted amount shall be paid by the bidder in the form of RTGS/NEFT within 10 working days from the date of issue of letter of award by Kolkata Port Trust to the successful bidder after adjustment of Earnest Money. In case of default in payment within the above mentioned period, EMD and the initial 10% payment will be forfeited and the Letter of Award will be cancelled.
22. Bank details for payment of Initial/Final Payment

Name of Account Holder: Kolkata Port Trust
State Bank of India,
Beneficiary- KolkataPort Trust

A/c No.11143631170, IFSC Code – SBIN0014524.

23. Delivery of Scrip: The Successful bidder is required to depute his authorized representative for taking delivery of the original scrip. Scrip will be delivered to the authorized representative on production of letter of authorisation in the format prescribed by Kolkata Port Trust (Annexure VI) duly signed and sealed. The scrip, tax invoice and KoPT's Letter of Transfer will be issued to the authorized representative of the successful bidder after ascertaining the receipt of the full value of the bid amount and furnishing the authorization letter to receive the same.
24. Bidder shall pay applicable taxes, if any, to Kolkata Port Trust in addition to the quoted value. Any other fees, stamp duty, cost of transfer, sale shall be in to the account of the Bidder. Presently the rate of GST on Duty Scrip is 0% as per GST Provisions vide Notification No.35/2017 dt.13th October, 2017 of Ministry of Finance, Government of India. Any statutory changes in the rates of duty/ tax/ levy/ charges etc. shall be borne by the buyer.
25. Period of Contract: The whole process of the sale/purchase formalities are required to be completed within 10 working days from the date of placement of the Letter of Award for the sale of the subject scrip.
26. Forfeiture of Earnest Money Deposit (EMD): The Earnest Money Deposit submitted with the Auction shall stand forfeited in the event:-
 - 26.1 The Auctioneer fails to accept the Letter of Award issued by Kolkata Port Trust.
 - 26.2 The Auctioneer fails to make payment and take delivery of scrip within the stipulated time.
- 27 The EMD of unsuccessful bidders will be refunded to the bank account (to the bank account which has been uploaded) within ten (10) working days after date of e-auction.
- 28 The submission of an Auction by an Auctioneer implies that he has read these instructions and has made himself aware of the scope and conditions of contract and Kolkata Port Trust will not therefore, pay any extra charges on any account in case the bidder finds later on to have misjudged the conditions.
- 29 Termination Clause: Kolkata Port Trust reserves its right to terminate the contract for any reason at its absolute discretion including, but not limited to the following:
 - 29.1 If the Auctioneer is adjudicated insolvent by a Competent Court or files for insolvency or if the Auctioneer being a company is ordered to be wound up by Court of Competent Jurisdiction.
 - 29.2 The Auctioneer commits any breach of the terms of this contract/ Auction document.
 - 29.3 If any charge sheet is filed by a competent authority of the Government against the Auctioneer or the company, or the Auctioneer is convicted by a criminal court on grounds of moral turpitude.
 - 29.4 If the Contractor is making default in the payment as stipulated in this Auction.
- 30 In the event of failure on the part of the Auctioneer at any time, to fulfill the terms and conditions of the contract to the satisfaction of Kolkata Port Trust, of which Kolkata Port Trust shall be the sole judge, Kolkata Port Trust reserves the right to forthwith terminate the contract and in such case the loss/expenses, if any, suffered by the Port Trust, the Auction will be liable to pay such sums. In such case the initial payments made, if any, will also be forfeited.
- 31 Force Majeure: Neither party hereto shall be held responsible for any delay or failure to perform any or all of the obligations imposed upon such party caused by Force Majeure. In such a case, the time for performance of such obligations of the other party, to the extent that they are directly or indirectly affected by such occurrence, will be extended by a period equal to that time. Notification of a circumstance of Force Majeure shall be given by Fax/e-mail addressed to the other party within 10 working days of its

occurrence. Only the following shall be considered as Force Majeure if they intervene before contractual delivery date and impede performance. Acts of God, war, revolutions, fire, floods, epidemics, quarantine restriction, freight embargoes and acts of State (excluding power cuts). However, should such a delay even if due to reason of Force Majeure be protracted for more than one 1 (month), Kolkata Port Trust may cancel the contract, subject to the consent of the Bidder, at no charge to Kolkata Port Trust.

- 32 Changes in constitution of firm: In the case of an Auction by partners, any change in the constitutions of the firm shall be forthwith notified by the bidder to the Financial Advisor & Chief Accounts Officer, Kolkata Port Trust, for his information.
- 33 Jurisdiction: This agreement including all matters connected with this Auction/ contract shall be governed by the Indian Law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdictions of Indian Courts at Kolkata.
- 34 Arbitration: Any dispute or difference whatsoever arising between the Parties out of or in relation to the construction, interpretation, application, meaning, scope, operation, performance or effect of this Auction/ contract or the validity or breach thereof, there shall first be an attempt to mutually settle the same amicably. If however, the said settlement is not possible within a period of 30 days from the date of notice then such dispute shall thereafter be referred to a Sole Arbitrator, to be appointed/nominated by Kolkata Port Trust. The venue of the said Arbitration shall be at Kolkata. And the provision of the Arbitration and Conciliation Act, 1996 as amended by Amendment Act 2015 shall apply to the said proceedings. The Award of the Arbitrator shall be final and binding upon both the parties.
- 35 Canvassing in connection with the e-auction is strictly prohibited and the e-auctions submitted by those who resort to canvassing will be liable for rejection. A declaration to the effect should be submitted / uploaded in the portal as Annexure IV.
- 36 Pre-Contract Integrity Pact (IP) shall cover this e-auction throughout its various phases, and IP would be deemed as a part of the e-auction through an appropriate provision. The bidder should submit/ upload in the portal the 'Pre-Contract Integrity Pact' (Annexure-V) to be executed between the bidder and Kolkata Port Trust along with the Bid. Bids not accompanied with duly signed "Pre-Contract Integrity Pact" shall be rejected. IP would be implemented through the Independent External Monitor (IEM).

FINANCIAL ADVISOR &
CHIEF ACCOUNTS OFFICER
KOLKATA PORT TRUST

KOLKATA PORT TRUST

Finance Department

15, Strand Road,

KOLKATA – 700 001.

Phone: 033-22312022, Tele Fax: 033-22306212

**AUCTION FOR “SALE OF DUTY CREDIT SCRIP FOR THE YEAR 2016-2017 ISSUED BY
DGFT UNDER SERVICE EXPORT FROM INDIA SCHEME (SEIS) FOR VALUE OF
Rs.24,86,71,824.24”**

DECLARATION BY THE AUCTIONEER / BIDDER

(To be filled up, signed with seal, scanned, uploaded and attached)

1. I/We, _____ (Name of Auctioneer/bidder) having examined the Auction Document (No. **Fin/SEIS/2016-17/2019**) and fully understood its content including the Instructions on e-Auctioning procedures, Instructions to Auctioneers, General conditions to be satisfied by bidders & special conditions to be satisfied, Evaluation criteria, hereby submit the Auction for transfer of duty credit scrip for the year 2016-2017 issued by DGFT under SEIS with face value of Rs.24,86,71,824.24 through Auction.
2. I/We accept all the terms & conditions of the Auction Document (E-AUCTION No. _____).
3. I/We have deposited requisite Earnest Money for the said Auction as per procedure mentioned in Schedule of Auction.
4. I/We submitted/ uploaded copies of the required documents as mentioned in the Auction document.
5. I/We have quoted the rate for buying the SEIS duty Credit Scrip issued by DGFT.
6. I/We/ any of the consortium members have not been debarred by the Central / any State Government or Quasi-Government Agency or PSU in India
7. I / We declare that:-
 - a. I / We have examined and have no reservations to the Auction Document issued by KoPT thereon.
 - b. I / We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the Auction.
8. I / We understand that KoPT reserves the right to accept or reject any Auction and to

annul the Auctioning process and reject all Auctions at anytime without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.

9. I / We hereby undertake that we will abide by the decision of KoPT in the matter of examination, evaluation and selection of successful Auctioneer and shall refrain from challenging or questioning any decision taken by KoPT in this regard.

Date

Signature of the bidder with office seal

Date

Witness

Sl No.	Name	Address	Signature
1			
2			

KOLKATA PORT TRUST
(Finance Department)
KOLKATA – 700001.

Phone: 033-22312022, Tele Fax: 033-22306212

AUCTION FOR “SALE OF DUTY CREDIT SCRIP FOR THE YEAR 2016-2017 ISSUED BY
DGFT UNDER SERVICE EXPORT FROM INDIA SCHEME (SEIS) FOR VALUE OF RS.
24,86,71,824.24”

PROFORMA OF PRE CONTRACT INTEGRITY PACT

(To be filled up, signed with seal, scanned, uploaded and attached)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20__, between, on one hand, the Board of Trustees of Kolkata Port Trust acting through Shri. _____, (Designation of the Officer), Kolkata Port Trust (hereinafter called the 'SELLER/ EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. _____ represented by Shri. _____, Chief Executive Officer (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the 'SELLER/ EMPLOYER' has invited bids for”
(hereinafter referred to as the “Project”) and the BIDDER is submitting his bid for the project and

WHEREAS the BIDDER is a Private Limited company/Public Limited company/Government undertaking/registered partnership firm/ Proprietorship constituted in accordance with the relevant law in the matter and the 'SELLER/ EMPLOYER' is Kolkata Port Trust.

NOW, THEREFORE,

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

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the 'SELLER/ EMPLOYER' will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the 'SELLER/ EMPLOYER'

1.1 The 'SELLER/ EMPLOYER' undertakes that no official of the 'SELLER/ EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The 'SELLER/ EMPLOYER' will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS

1.3 All the officials of the 'SELLER/ EMPLOYER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'SELLER/ EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'SELLER/ EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'SELLER/ EMPLOYER' and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the 'SELLER/ EMPLOYER' the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'SELLER/ EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'SELLER/ EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5* The BIDDER further confirms and declares to the 'SELLER/ EMPLOYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the SELLER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'SELLER/ EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'SELLER/ EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'SELLER/ EMPLOYER' or alternatively, if any relative of an officer of the 'SELLER/ EMPLOYER' has financial interest/stake in the bidder's firm, the same shall be disclosed by the BIDDER at the time of filing of Auction.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956/ Section 2(77) of the Companies Act, 2013.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'SELLER/ EMPLOYER'.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the Auction process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the Auction process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount Rs 24,86,718/- (to be specified in Bid Document) as Earnest Money, with the 'SELLER/ EMPLOYER' through online transfer to KoPT account number.
- 5.2 The Earnest Money shall be valid up to a period of 30 days from the Bid Due Date.
- 5.3 In case of the successful BIDDER, a Performance Guarantee in the form of Bank Guarantee valid till 30 days after the end of defect liability period will also be furnished to the SELLER/ EMPLOYER 'within 21 days of Letter of Acceptance of the Bid by the 'SELLER/ EMPLOYER'.
- 5.4 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Security in the Project Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the SELLER/ EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.5 No interest shall be payable by the 'SELLER/ EMPLOYER' to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the 'SELLER/ EMPLOYER' to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 'SELLER/ EMPLOYER' and the 'SELLER/ EMPLOYER' shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the 'SELLER/ EMPLOYER' resulting from such cancellation/rescission and the 'SELLER/ EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(v) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the 'SELLER/ EMPLOYER'

(vi) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(vii) Forfeiture of Performance Guarantee in case of a decision by the 'SELLER/ EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The 'SELLER/ EMPLOYER' will be entitled to take all or any of the actions mentioned at para 6.1(i) to (vii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the 'SELLER/ EMPLOYER' to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not performed/is not performing similar project at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar project was performed by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the 'SELLER/ EMPLOYER', if the contract has already been concluded.

8. Independent Monitors

- 8.1 The 'SELLER/ EMPLOYER' has appointed the following Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- 8.2 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.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/bidding, including minutes of meetings.
- 8.5 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 SELLER/ EMPLOYER,
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the SELLER/ EMPLOYER, including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The SELLER/ EMPLOYER, will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of SELLER/ EMPLOYER within 8 to 10 weeks from the date of reference or intimation to him by the SELLER/ EMPLOYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the SELLER/ EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER

shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law.' The place of performance and jurisdiction is the seat of the SELLER/ EMPLOYER

11. Other Legal Actions

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

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the SELLER/ EMPLOYER and the BIDDER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at_____on_____

SELLER/ EMPLOYER
Name of the Officer.
Designation
Deptt./MINISTRY/PSU

BIDDER
CHIEF EXECUTIVE OFFICER

Witness

Witness

1. _____

1. _____

2. _____

2. _____,

* Provisions of these clauses would need to be amended/ deleted in line with the policy of the SELLER/ EMPLOYER in regard to involvement of Indian agents of foreign bidders.

KOLKATA PORT TRUST
(Finance Department)
KOLKATA – 700001.

Phone: 033-22312022, Tele Fax: 033-22306212

**AUCTION FOR “SALE OF DUTY CREDIT SCRIP FOR THE YEAR 2016-2017 ISSUED BY
DGFT UNDER SERVICE EXPORT FROM INDIA SCHEME (SEIS) FOR VALUE OF
Rs.24,86,71,824.24”**

Format for Authorization letter

To

The Financial Advisor & Chief Accounts Officer
Kolkata Port Trust
Kolkata-700001

Dear Sir,

Sub: Authorisation to take delivery of the Letter of Award/ Original Scrip
and Authorisation Letter to Kolkata Port Trust – reg. _____

We would request you to issue the original SEIS Scrip from Kolkata Port Trust to the
Authorised representative. For the purpose, we hereby authorize
Mr....., having Employment ID Card No. _____ & PAN /
Aadhaar No....., whose signature is attested below, to receive the original
SEIS Scrip and the Letter of Transfer from Kolkata Port Trust.

Signature of the authorized representative:

Attested by

Signature of the Authorised
Signatory with seal

We hereby undertake that the acknowledgement issued by the above authorized
representative will be binding on us and further hereby undertake that we will comply with
all the terms and conditions of Auction and statutory requirement for proper utilization of
scrip and we shall be held responsible for any mis-utilisation of the scrip issued to us.

For (bidder company/firm name)

Signature of the Authorised
Signatory with Seal

**Note :- The Authorised signatory should carry his/her original ID as well as PAN /
Aadhaar which has been specified in the authorization letter.**