



ENGINEERING DEPARTMENT INVITE E-TENDER

[TENDER No. : DM(P&E)/1045/T/57/2019-20]

[E-TENDER No.: 2019_KoPT_519879]

FOR

Appointment of Transaction Advisor from the firms of transaction advisors empanelled by IPA for carrying out legal, technical and financial transactions for the proposals of mechanization of berth no. 3 on DBFOT basis at Haldia Dock Complex, at Haldia, Dist. Purba Medinipur, West Bengal

November-2019

Tender No.: DM(P&E)/1045/T/57/2019-20

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**Kolkata Port Trust
Haldia Dock Complex
Engineering Department**

SHORT E-TENDER NOTICE

[Tender No DM(P&E)/1045/T/57/2019-20]

E-TENDER No.: 2019_KoPT_519879

Online e-tenders are invited for Appointment of Transaction Advisor from the firms of transaction advisors empanelled by IPA for carrying out legal, technical and financial transactions for the proposals of mechanization of berth no. 3 on DBFOT basis at Haldia Dock Complex, at Haldia, Dist. Purba Medinipur, West Bengal

Closing date & time of online submission of e-tender: **12.12.2019** up to 15:00 Hrs.

For details of tender and any corrigendum / addendum, please visit <https://eprocure.gov.in/eprocure/app> of Central Public Procurement Portal, Government of India. or <http://www.kolkataporttrust.gov.in> of **Kolkata Port Trust**. However, intending bidder shall have to participate in bidding process through **<https://eprocure.gov.in/eprocure/app>** only.

**General Manager (Engineering)
Haldia Dock Complex
Kolkata Port Trust**

SCHEDULE OF TENDER(SOT)

RFP No:	DM(P&E)/1045/T/57/2019-20
E-Tender No:	2019_KoPT_519879
Name of the work	Appointment of Transaction Advisor from the firms of transaction advisors empanelled by IPA for carrying out legal, technical and financial transactions for the proposals of mechanization of berth no. 3 at Haldia Dock Complex, at Haldia, Dist. Purba Medinipur, West Bengal
Fees of RFP document (non-refundable in INR)	Rs 1770 including GST @18% (Rupees Seventeen hundred seventeen only) Banker's Pay Order or Demand Draft in favor of Haldia Dock Complex, Kolkata Port Trust Payable at Haldia.
Bid Security / EMD	Rs 2,00,000 (Rupees Two Lakhs Only) in the form Banker's Pay Order or Demand Draft in favor of Haldia Dock Complex, Kolkata Port Trust Payable at Haldia
Last date and time for deposition of Earnest Money and Bid Document Fee to the office of Tender Authority of Kolkata Port Trust, Haldia Dock Complex.	13.12.2019 at 15-00 hrs (Scanned copy of the DD/Banker's Cheque should be Uploaded on line).
Security Deposit/ Performance Security	10% of the Contract Value (Excluding GST).
Period of contract	6 months
Online issue of RFP documents	19.11.019
Pre-bid Meeting, time and Place	28.11.2019 at 11-00 hrs. Conference room, 2 nd Floor, Jawahar Tower, Haldia Dock Complex, Pin-721607.
Uploading of Pre-bid Clarifications	04.12.2019 at 17-00 hrs
Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.CPPPe-commerce.com	04.12.2019 at 17-30 hrs
Last date & time for online submission of RFP	12.12.2019 at 15-00 hrs
Date, time and Place of opening of RFP (Technical Bid)	13.12.2019 at 15-30 hrs. at Jawahar Tower, Haldia.
For details of tender and any corrigendum / addendum, please visit CPPP's e-portal.	
	General Manager (Engineering) Haldia Dock Complex Kolkata Port Trust

DISCLAIMER

The information contained in this Request for Proposals document ("RFP") or Subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be Complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense

which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

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

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

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

SECTION - I

KOLKATA PORT TRUST ENGINEERING DEPARTMENT

TENDER No. DM(P&E)/1045/T/57/2019-20

E-Tender:

Appointment of Transaction Advisor from the firms of transaction advisors empanelled by IPA for carrying out legal, technical and financial transactions for the proposals of mechanization of berth no. 3 at Haldia Dock Complex, at Haldia, Dist. Purba Medinipur, West Bengal.

NOTICE INVITING TENDER

Kolkata Port Trust intend to appoint Technical, Legal and Financial Experts from the firms of Transaction Advisors empanelled by IPA for the period of 6 months for carrying out Legal, Technical and Financial Transactions for the proposals of mechanization of berth no. 3 at Haldia Dock Complex, at Haldia, Dist. Purba Medinipur, West Bengal.

1.1 Digitally signed and uploaded online bids in Single Stage Two Cover System are invited by the General Manager Engineering on behalf of Trustees of the Port of Kolkata (also referred to as Kolkata Port Trust) from qualified & competent Transaction Advisors empanelled by IPA through Open competitive bidding for the subject work.

1.2 Interested eligible tenderers may obtain further information and inspect the tender documents at the e-Procurement website <https://eprocure.gov.in> This website can also be accessed by clicking the link at KoPT's Website <http://www.kolkataporttrust.gov.in>

1.3 Minimum Eligibility Criteria -

(i) The bidders must be an enlisted firm by IPA in the latest "Panel of Transaction Advisors for PPP projects" published by IPA.

(ii) The bidder should have completed at least one assignment of working as "Transaction Advisor" in PPP project related to Mechanized Dry Bulk material handling during the last 7(seven) years ending on last day of month prior to the date of uploading of the tender.

Note: The document in support of past experience as mentioned in (ii) above as transaction advisor of PPP project must be uploaded along with the bid.

(iii) The tenderers are required to submit the declaration that they have not been banned or de-listed by any government/Semi government Agency or PSU's.

(iv) The tenderer should have no conflict of Interest in taking up the subject work.

1.4 CRITERIA FOR EVALUATION:

1.4.1 Technical Proposal Evaluation (Part-I)

Proposals of those bidders who satisfy the minimum eligibility criteria as prescribed in "Notice Inviting Proposal" shall be evaluated.

1.4.2 Evaluation of Financial Proposal (Part-II)

Financial bids of shortlisted firms shall be opened on a date to be fixed later and intimated to all short-listed bidders to enable them to be present in the opening if they so wish. The financial Bid of the eligible bidders shall be evaluated as per QCBS basis (70:30). Refer Clause no. 5.3 of tender document.

1.5. Procedure for obtaining Tender Documents:

1.5.1 Interested tenderers will have to download the tender document from KoPT website www.kolkataporttrust.gov.in and/or www.eprocure.gov.in. The bidder has to submit the tender fee with their offer in the form of Demand Draft or Pay Order towards non-refundable tender fee of Rs. 1770/- (Rupees Seventeen hundred seventy only) including GST @ 18% and EMD of amount Rs 2,00,000/- (Rs Two lakhs only). The Demand Draft or Pay Order will be drawn in the favor of “**Haldia Dock Complex, Kolkata Port Trust**” and sent to the office of the GM(Engineering), Jawahar Tower, Haldia Dock Complex, Haldia- 721607 before the last date and time for submission of the offer. The downloading of the tender documents shall be carried out strictly as provided on the web site. No editing, addition / deletion of matter shall be permitted, if such action is observed at any stage, such offer is liable for outright rejection.

1.5.2 The bidder is responsible to download Addendums / Amendments / Errata / replies to the queries of the bidder etc. if any, issued by the employer, from web site before the submission of the Bid Document. Any shortfall in submissions of the said Addendum / Amendments / Errata / replies to the queries of the bid document, etc. along with the downloaded documents while submitting the bid documents will not be considered. Incomplete Bid documents shall be rejected outright. The tenderers are requested to check and no advertisement in the newspapers will be given in this regard.

1.6. Bid Submission-

1.6.1 The detailed procedure for online bid submission has been provided in “**Instructions for Online Bid Submission**” of this tender.

1.6.2 Complete bid submission is online. Bidders shall have to submit sealed cover containing Banker's Pay Order or Demand Draft in favor of Haldia Dock Complex, Kolkata Port Trust Payable at Haldia towards Tender Fees and EMD only to the office of GM (Engineering), Engineering Department, Haldia Dock Complex, Kolkata Port Trust, Jawahar Tower, Haldia, West Bengal- 721607 on or before the Due Date and Time.

1.6.3 The Bidders will submit their offers online in the appropriate cover mentioned on the site. The bidders will have to sign the documents wherever required and upload the scanned copies of those signed document along with their bids

Note: Documents to be submitted in physical mode (Hard Copy)

Banker's Pay Order or Demand Draft towards Tender Fees Or relevant documents as per clause 2.2 towards the exemption of cost of tender fee.

Banker's Pay Order or Demand Draft Or Bank Guarantee towards Earnest Money Deposit OR relevant documents as per clause 2.2 towards the exemption of Earnest Money Deposit.

1.6.4 COVER – I DETAILS:

Techno-Commercial Bid Documents shall contain the following:-

- i) Application Letter (Appendix - 1)
- ii) Corporate Information of Bidder (Appendix - 2)
- iii) Particulars of Key Personnel (Appendix - 3)
- iv) Eligible assignments of Key Personnel(Appendix-3a)
- v) CV of Key personnel (Appendix - 3b)
- vi) Statement of Legal Capacity (Appendix - 4)
- vii) Power of Attorney (Appendix - 5)
- viii)Draft Integrity Pact Appendix - 6)
- ix) E-payment form (Appendix - 7)
- x) Draft Form of Bank Guarantee Bond for Performance Security (Appendix -8)
- xi) Draft Form of Agreement (Appendix - 9)
- xii) Undertaking letter on the Bidder's Letter Head for no conflict of interest in taking up the subject work
- xiii)Undertaking letter on the Bidder's Letter Head that no changes have been made in the downloaded document.
- xiv)Declaration letter on the Bidder's Letter Head that they have not been banned or delisted by any Government/ Semi-Government Agency / PSUs.
- xv) GST Registration Certificate , PAN Card , ESI Professional Certificate, PF Registration Certificate.

1.6.5 COVER – II DETAILS:

Price Bid:The bidder shall submit his financial offer online in the format provided in Appendix-10 and no other format is acceptable The bidder should submit online the scanned price bid after filling all the figures according to the Instructions for Online Bid Submission and instructions at e-Procurement website <https://eprocure.gov.in>. Price bid should not be submitted in hard copy format in any case.

1.7 DETERMINATION OF RESPONSIVENESS OF BIDS:

A proposal shall be considered Responsive only if,

- a) Online proposal is received before the proposal due date and time as in schedule of Tender (NIT).
- b) It contains the following information and documents as specified in the RFP Document in Clause 1.6.4 above except sl.no.(xv).

1.8 Deadline for Submission of Bids:

- a) Bids must be uploaded in the website www.eprocure.gov.in not later than the time and date indicated in the SOT.
- b) The employer may extend the deadline for submission of the bid by issuing an amendment in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

1.9. Modification and Withdrawal of Bids:

1.9.1 The bidders may modify, substitute or withdraw their bid after submission by giving notice in writing before the deadline prescribed above through e-Procurement Mode.

1.9.2 No bids shall be modified after the deadline for submission of bids.

1.10. Since the RFP document involves selection based on Qualification & Experience of Key personnel, the General Manager (Engineering) or his authorized officials of HDC, KoPT will examine and seek necessary clarification if any and list out the bidders, who are found technically suitable under QCBS grading (Quality & Cost based System) and Online Part-II Price Bid of such bidders only will be opened.

1.11. The Fax/E-Mail/ Manual submission offers will be treated as defective, invalid and rejected. Only detailed complete offers received through online prior to closing time and date of the bids will be taken as valid.

1.12. Bids will not be considered in case the EMD and Tender Fee is not submitted in the form and manner described above.

Sealed Cover containing bid document fee & EMD as described above which if submitted after due date and time, will be considered as **Late Bid** and will not be accepted. Such sealed cover received late, shall be returned unopened to the Bidder. **The online bid submitted by such bidder will not be opened.** Bidders to note that KoPT shall not be responsible for late receipt of any bid due to postal delays or any other delay for whatsoever reason.

1.13 The tender documents are NOT TRANSFERABLE.

1.14. The KoPT reserves the right to reject any or all the offers for the proposed work without assigning any reason therefore.

1.15 The tenders shall remain valid for a period of 120 days from the date of opening of the tenders.

1.16 The bidders shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.

1.17. The rate quoted by the contractor shall be inclusive of taxes and all other incidental charges that the contractor may have to bear for the execution of the works except GST.

Any new taxes that will be made applicable during the course of execution, will be reimbursed at actuals on production of proof of remittance after taking in to consideration the tax component build in the existing BOQ.

1.18. The contractor shall comply with the Employee State Insurance Act 1948, Government of India, Ministry of Labour and employment notification dated 28.07.2009 & provide the ESI code No. & updating the contribution towards the ESIC.

1.19. The successful firm shall comply fully with all Central and State laws dealing with the employment of persons, apprentices etc. including the Employment of Children Act, 1938, Payment of Wages Act, 1936, the Workmen's Compensation Act, 1923, the Factories Act, 1948, the Minimum Wages Act, 1948, Dock Labour Regulations, Contract Labour (Regulation and Abolition) Act 1970. Employees Provident Fund Act (EPF), ESIC regulations and any statutory amendment or re-enactment thereof for the time being in force.

1.20. Fraudulent documentation by bidders-

- A. Submission of fraudulent documents shall be treated as major violation of the tender procedure and in such cases the Port shall resort to forfeiture of EMD/SD/BG of the bidder, apart from blacklisting the firm for the next 3 years.
- B. List of black listed bidders will be published on port's website.

**General Manager (Engg.)
Haldia Dock Complex
Kolkata Port Trust**

SECTION - II

Tender No.: DM(P&E)/1045/T/57/2019-20

E-Tender No.: 2019 KoPT 519879

Appointment of Transaction Advisor from the firms of transaction advisors empanelled by IPA for carrying out legal, technical and financial transactions for the proposals of mechanization of berth no. 3 at Haldia Dock Complex, at Haldia, Dist. Purba Medinipur, West Bengal.

Instructions for Online Bid Submission

2.1 Introduction:

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

Further, bidders are requested to go through the following information and instructions available on the **Central Public Procurement Portal (CPPP), Government of India**, <https://eprocure.gov.in/eprocure/app>, before responding to this e-tender:

- Bidders Manual Kit
- Help for Contractors
- FAQ

2.1.2 The intending bidders are requested to go through the “**Instructions To Bidders (IB)**” and contents of this bidding document, including all terms & conditions and Technical Specifications, before submitting online tender. Bidders who do not comply with the requirements / conditions, with documentary proof (wherever required), will not qualify in the tender.

2.1.3 **SPECIAL NOTE:**

THE PRE-QUALIFICATION & TECHNO-COMMERCIAL BID AND PRICE BID SHALL HAVE TO BE SUBMITTED ON-LINE AT [https://eprocure.gov.in/eprocure / app](https://eprocure.gov.in/eprocure/app) only.

2.1.4 Possession of valid Digital Signature Certificate (DSC) and Registration of the intending bidder with **CPPP** are pre-requisites for the instant e-Tendering.

2.1.5 The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website **[https://eprocure.gov.in/eprocure / app](https://eprocure.gov.in/eprocure/app)**.

2.1.6 All entries in the tender should be entered in online Technical & Commercial formats, without any ambiguity.

2.1.7 The e-Tender platform shall remain open from the pre-announced date & time and for as much duration as mentioned in the Schedule of Tender (SOT).

2.1.8 E-tender cannot be accessed after the closing date and time of e-Tender, mentioned in the Schedule of Tender (SoT) of the instant bidding documents.

2.1.9 **The intending bidders are requested to submit their bids, keeping sufficient time in hand.**

2.1.10 In case of any clarification regarding online submission of bids, the intending bidders are requested to contact HDC / CPPP, well in advance, keeping sufficient time in hand.

Contact person (Haldia Dock Complex):

- (i) GM(Enginnering)
Jawahar Tower Complex ;
P.O.: Haldia Township;
Dist.: Purba Medinipur ;
PIN: –721607
West Bengal, India.
Telephone no. : + 91-3224-263255
E. mail : aganesan.hdc@kolkataporttrust.gov.in
- (ii) Shri A.K Maiti
Dy. Manager(P&E)
Mobile no. : + 91 9434031336
E. mail: akmaity.hdc@kolkataporttrust.gov.in

Contact persons (CPP Portal):

Shri Nazmush
Mobile No.: + 91 9563251950
E-mail : webhelpdesk@gmail.com [See also CPP Portal for contact details]

2.1.11 Bidding in e-tender:

- i) The bidders must upload all the documents required as per the instant bidding documents (including Notice Inviting e-Tender). Any other document uploaded, which is not required as per the instant bidding documents (including Notice Inviting e-Tender), shall not be considered.
- ii) Details of cost of e-tender paper remitted should be entered by the participating bidder in the space provided in the e-tender as indicated hereunder:
 - a) Name of remitting bidder :
 - b) Tender No. :
 - c) Amount remitted :
 - d) Date of remittance :
 - e) DD/BC No.:
- iii) Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder:
 - a) Name of remitting bidder :
 - b) Tender No. :
 - c) Amount remitted :
 - d) Date of remittance :
 - e) DD/BC No.:
- iv) Micro & Small Enterprises (MSEs) shall submit the relevant documents for availing themselves waiver of EMD and cost of tender documents.

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

with tender.

- v) Unit of Measure (UOM) is indicated in the e-Tender platform. Rate to be quoted should be in Indian Rupees, as per UOM indicated in the e-Tender platform or in the bidding documents.
- vi) The bidders should quote their offered prices appropriately, only in the Price Bid link. Price indicated anywhere else, in any other form or manner, will not be considered for evaluation of Price Bid.

2.2 Instructions related to Micro & Small Enterprises (MSEs):

- 2.2.1** For exemption of Bid Document Fee and EMD certificate from MSME / Micro & Small Enterprises (MSEs) / DIC / SSI / National Small Industries Corporation (NSIC) or any empowered Central / State Govt. authority is required.
- 2.2.2** 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 the Government of India, Ministry of Micro, Small & Medium Enterprises (MSME) in The Gazette of India vide No. 503, dated 26.03.2012.
- 2.2.3** When splitting of tender quantity is not possible purely on technical ground, Trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.
- 2.2.4** If Micro & Small Enterprises (MSEs), registered with NSIC [under single point registration scheme] intend to participate with respect to items for which they are not registered with NSIC, then they will have to deposit full amount of Bid Document Fee and Earnest Money, in accordance with the Schedule of Tender (SoT). Otherwise, their offer with respect to such items (for which they are not registered with NSIC) will not be considered.

2.3 Other Instructions related to e-Procurement:

- 2.3.1** All notices and correspondence with the bidder(s) shall be sent by e-mail only during the process till finalization of tender by HDC, KoPT. Hence, the intending bidders are required to ensure that their e-mail IDs provided are valid and updated at the stage of registration of bidders with CPPP. The intending bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
- 2.3.2** In all cases, an intending bidder should use their own ID and Password, along with Digital Signature, at the time of submission of their bid. It is mandatory that all bids are submitted with Digital Signature Certificate (DSC), otherwise the same will not be accepted by the system.
- 2.3.3** Addenda, Corrigenda and Queries & Clarifications (with respect to the instant e-Tender), if any, would be hosted in the e-Procurement portal of CPPP and KoPT Website.

Since there is no provision to take out the list of intending bidders downloading the bidding documents from the websites mentioned in the Tender Notice, the intending bidders are requested to check the website of CPPP to ensure that they have not missed any Addenda, Corrigenda and Queries & Clarifications, uploaded against the instant e-Tender, after downloading the bidding documents. The responsibility of downloading such Addenda, Corrigenda and Queries & Clarifications, if any, will be that of the intending bidders.

- 2.3.4** No deviation/variation of the techno-commercial terms and conditions of the bidding documents will be considered by HDC, KoPT. Submission of bid in the e-Tender platform by any bidder confirms their acceptance of the techno-commercial terms and

conditions of the bidding documents.

- 2.3.5** HDC, KoPT reserves the right to accept or reject any bid (in full or part) and to annul the bidding process and to reject all bids, at any time prior to contract award, without assigning any reason thereof and without thereby incurring any liability to the bidders.
- 2.3.6** Any order resulting from this open e-Tender shall be governed by the terms and conditions mentioned therein.
- 2.3.7** All electronic bids submitted during the e-Tender process shall be legally binding on the bidders. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by HDC, KoPT will form a binding contract, between HDC, KoPT and the bidder, for execution of the work. Such successful bidder shall be called hereafter the 'CONTRACTOR'.
- 2.3.8** The bids will be evaluated based on the filled-in Technical & Commercial formats and the requisite documents submitted (uploaded) by the bidders.
- 2.3.9** The documents uploaded by bidder(s) will be scrutinized. During scrutiny, in case any of the information furnished by the bidder is found to be false, Earnest Money Deposit of such defaulting bidder(s) will be forfeited. Punitive action, including suspension and banning of business, can also be taken against such defaulting bidder(s).
- 2.3.10** HDC, KoPT, at its discretion, may extend the closing date & time of e-Tender, prior to the closing date & time of e-Tender mentioned in the Schedule of Tender (SoT). However, the closing date & time of e-Tender will not be extended, under any situation, after the due date is over.

2.4 Opening of Bid [Techno-commercial Bid and Price Bid] :

- 2.4.1** The Bids (Techno-commercial Bid and Price Bid) will be opened electronically on specified date and time, as given in the Schedule of Tender (SoT). Bidder(s) can witness electronic opening of bid(s).

SECTION - III

INSTRUCTIONS TO BIDDERS (ITB)

3. GENERAL

3.1 Definition and interpretations :

- (a) the term “in writing” means communicated in written form (i.e. by mail, e-mail, fax, telex, etc.) and delivered against receipt;
- (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) “day” means calendar day; and
- (d) “procurement” means the entire work requirements, as specified in **Section IV- Terms of Reference(TOR)**.

3.2 Fraud and corruption

3.2.1 It is the policy of Kolkata Port Trust (KoPT) to require that bidders, Contractors, Sub-contractors, and Consultants, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, KoPT :

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “**corrupt practice**” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) “**fraudulent practice**” means a misrepresentation or omission of facts, in order to influence a public procurement process or the execution of a contract;
 - (iii) “**collusive practice**” means a scheme or arrangement between two or more bidders, designed to establish Bid Prices at artificial , non competitive levels;

and

 - (iv) “**coercive practice**” means harming, or threatening to harm, directly or indirectly, persons or their property to influence their participation in procurement process or affect the execution of a contract;
 - (b) will reject a proposal for award, if it determines that the bidder, recommended for award, has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;
 - (c) Will terminate contract, if it determines at any time that representatives of KoPT engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract ;
 - (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract;
- and
- (e) will have the right to require that a provision be included in Bidding Documents and in contracts, requiring bidders, contractors , subcontractors, and consultants to permit KoPT to inspect their accounts and records and other documents relating to the bid submission and contract performance.

3.2.2 Furthermore, bidders shall be aware of the provision stated in GCC.

3.3 Eligible bidders

3.3.1 The consultant firms from the panel enlisted by IPA for Transaction Advisor under category A,B & C.

3.3.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder and one or more parties :

Submit more than one bid in this bidding process.

3.3.3 A Bidder that is under a declaration of ineligibility by KoPT, in accordance with ITB Clause No.3.27 & 3.28 at the date of contract award shall be disqualified.

3.3.4 The same firm may be allowed to bid in both capacities (individually and also as Joint Venture), provided that the proposed Joint Venture is a Registered Company under Company Law, having a separate Legal entity.

3.3.5 If any bidder has a Licensing Agreement or a Technical Collaboration Agreement or a Joint Venture Agreement or a Consortium with other manufacturer(s), then the bidder should comply with the following:

(i) A copy of **Licensing Agreement/ Technical Collaboration Agreement/ Joint Venture Agreement** is to be uploaded along with the “Pre-qualification & Techno-commercial Bid”, duly attested by the bidder. Such Agreements should be in the nature of legally acceptable Agreements.

ii) The bidder should submit an additional Supplementary Agreement, duly signed by all the Partners of the Licensing Agreement/Technical Collaboration Agreement/Joint Venture Agreement, on a Non-judicial Stamp Paper of worth not less than Rs. 50.00, duly notarised, covering the following points:

The Licensing Agreement/ Technical Collaboration Agreement/Joint Venture Agreement, irrevocable in nature, is valid for at least a continuous period of 10 (ten) years from the date of commissioning of the plant.

iii) One of the partners shall be nominated as the “Lead Partner”.

iv) The Lead Partner shall be authorised to incur liabilities and receive instructions for & on behalf of any & all the partners. The entire execution of the contract, including payment, shall be carried out exclusively through the Lead Partner.

During the entire period of the contract, the Lead Partner cannot be changed.

In the event of the Lead Partner becoming defunct, selection of the new Lead Partner would be made, as may be mutually agreed between the remaining partner(s) and KoPT, without any additional financial involvement. As the approval towards such new Lead Partner is the sole discretion of KoPT, it must be approved by them, in writing.

The said new Lead Partner shall also be jointly, as well as severally, liable with the remaining partner(s) for the satisfactory performance of the contract as per the scope of these bidding documents.

v) The scope and responsibilities of all the Partners of Licensing Agreement/Technical Collaboration Agreement /Joint Venture Agreement, in terms of financial & technical commitment/contribution, should be explicitly mentioned and the Partners should be severally & jointly responsible for the satisfactory performance of the contract as per the scope of these bidding documents.

vi) In case of successful bidder, the Contract Agreement is to be signed by legally

authorised signatories of all the Partners.

vii) In the event of default of any Partner in the execution of his part of the contract, the Lead Partner shall have authority to assign the work to any other party acceptable to the Employer (KoPT), to ensure the execution of the part of the contract. The said party shall also be jointly [with the remaining Partner(s)] as well as severally liable so far as the unfinished part of the contract is concerned.

3.4 Authority in signing the bid / offer

- 3.4.1 In case the bid is submitted by a **Proprietorship Firm**, the same should be signed either by the **Proprietor** or other person(s), holding a valid **power of attorney / authorisation** from the proprietor, in connection with this bidding process. The signature of such power of attorney holder(s) / authorised person(s) should be attested by the proprietor. Such **power of attorney / authorisation** should be uploaded along with **Techno-commercial Bid [Part I]**.
- 3.4.2 In case the bid is submitted by a Partnership Firm, the same should be signed either by the partner(s), holding valid power of attorney from the partners or other person(s), holding valid authorisation from such power of attorney holder(s), subject to approval of the partner(s) in the matter of giving such authorization, in connection with this bid. The signature of such power of attorney holder(s) / authorised person(s) should be attested by the partners or power of attorney holder, as the case may be. Such power of attorney / authorisation should be uploaded along with Techno-commercial Bid [Part I].
- 3.4.3 In case the bid is submitted by a **Limited Company**, the same should be signed by the person(s) holding valid **power of attorney / authorisation**, executed in his / their favour (in connection with this bid) and the signature of such **power of attorney holder(s) / authorised person(s)** should also be attested, in accordance with the constitution of the Limited Company. Such **power of attorney / authorisation** should be uploaded along with **Techno-commercial Bid [Part I]**.
- 3.4.4 Such **power of attorney holder(s) / authorised person(s)** should put his / their signature identical with the attested one, in the relevant documents submitted / uploaded, in connection with the instant bidding process [including “**Techno-commercial Bid**”]. In case of putting different signatures in different documents / offers, all such signatures should be attested by the same person in line with the above.

CONTENTS OF BIDDING DOCUMENTS

3.5 Sections of Bidding Documents

- 3.5.1 The contents of the **Bidding Documents** as detailed at “TABLE OF CONTENTS” should be read in conjunction with any addendum / corrigendum issued in accordance with **ITB Clause No. 3.7**.
- 3.5.2 The Employer (KoPT) is not responsible for the completeness or correctness of the bidding documents and their Addenda, if they were not obtained directly from the source indicated in Notice Inviting e-Tender.
- 3.5.3 The bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents [considering all addenda / corrigenda issued] may result in the rejection of the bid.

3.6 Pre-Bid Meeting

- 3.6.1 A prospective bidder requiring any clarification of the instant Bidding

Documents shall contact **General Manager(Engg), HDC**, in writing, or raise their enquiries during the **Pre-bid meeting**.

The **prospective bidders** are requested to submit their queries / observations / suggestions / requests for clarification, in connection with the instant Bidding Documents, in advance, to enable **KoPT** to prepare response / clarifications and make pre-bid meeting meaningful.

3.6.2

As indicated in the Schedule Of Tender, pre-bid meeting will be conducted off-line on behalf of HDC, KoPT. The purpose of this pre-bid meeting will be to clarify issues and to answer questions on any matter (in connection with the instant Bidding Documents only) that may be raised at that stage.

Authorised representative(s) of the prospective bidders will be allowed to attend the Pre-bid meeting, which will be held on the date, time & at the venue stipulated in the Schedule Of Tender (SOT).

The designated representative(s), who will be deputed to attend the pre-bid meeting, should submit their authorization in this regard. The signature of such designated person(s) should be attested by the authorized signatory of the prospective bidders. Otherwise, the designated person should have to submit the proof of his identity through other means.

3.6.3

The prospective bidders are advised to attend the pre-bid meeting. However, non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

3.6.4

Unless otherwise notified, **all the queries / observations / suggestions / requests for clarification** (related to the instant Bidding Documents only) [including the **queries / observations / suggestions / requests for clarification raised during pre-bid meeting**], received till the date of **pre-bid meeting**, will be considered. **KoPT's** response / clarifications (including description of queries / observations / suggestions / requests for clarifications, but without identifying its source), in this regard, will be communicated to all the known prospective bidders (i.e. who would **attend pre-bid meeting** or **submit queries / observations / suggestions** or **requested for clarification**), in writing, well in advance to the last date of submission of bids. The aforesaid **queries / observations / suggestions / requests for clarification** and **KoPT's** response / clarifications will also be hosted in the websites, as specified in the **Notice Inviting e-Tender**.

Any modification to the Bidding Documents, which may become necessary as a result of the **KoPT's response / clarifications**, so issued, shall be made through the issue of an addendum / corrigendum, pursuant to **ITB**.

3.6.5

The Bidder shall be deemed to have **examined** thoroughly the instant Bidding Documents, in full, [considering all addenda / corrigenda issued (if any)], **visited the site & surroundings** and to have **obtained all necessary information in all the matters** whatsoever that might influence while carrying out the job as per the conditions of the instant **Bidding Documents** [considering all addenda / corrigenda issued (if any)] and to satisfy themselves to sufficiency of their bid, etc. If they shall have any issue to be clarified, the same should be brought to the notice of **KoPT**, in writing, as set out in **ITB**.

The bidders are advised to acquaint themselves with the job involved at the site, like availability of labour, means of transport, communication facilities, laws and bye laws in force from Government of West Bengal & Government of India and other statutory bodies from time to time. The Bidder shall be deemed to have examined and collected all necessary information as to risk, contingencies and

other circumstances, which may be necessary for preparing the Bid.

Visiting the site shall be at the bidder's own expense. Failure to visit to site will no way relieve the Contractor (successful Bidder) of any of their obligation in performing the work and liabilities & responsibilities thereof, in accordance of the contract.

3.6.6

Necessary Gate Pass/Dock Entry Permit, for entering into the Dock area, will be issued to the designated representative(s) of the prospective bidders, on chargeable basis [as per the extant "Scale of Rates" of KoPT, available at <http://www.kolkataporttrust.gov.in/> of Kolkata Port Trust], to visit the site, for the purpose of inspection only, on receipt of a formal written request. The signature of such designated person(s) should be attested by the authorized signatory of the prospective bidders. Otherwise, the designated person(s) should have to submit proof of his/their identity through other means.

However, during the pre-bid meeting, if the prospective bidders are willing to enter into the dock area, they will be allowed through VIP Pass of HDC free of cost.

Such prospective bidder will be fully responsible for any injury (whether fatal or otherwise) to its designated representative(s), for any loss or damage to property, or for any other loss, damage, costs and expenses whatsoever caused, which, but for the granting of such permission, would not have arisen.

The prospective bidder will be liable to indemnify KoPT against any loss or damage to the property of KoPT or neighbouring property which may be caused due to any act of prospective bidder or their designated representative(s).

3.7 Amendment of Bidding Documents

3.7.1

At any time, prior to the last date for submission of bids, **KoPT** may, for any reason whether at its own initiative or in response to the **queries/ observations/suggestions/requests for clarification**, amend and modify the bidding documents by issuing Addenda/Corrigenda. Such Addenda/Corrigenda will be hosted in the websites, as specified in the **Notice Inviting e-Tender**.

3.7.2

Any Addendum/Corrigendum, thus issued, shall be part of the bidding documents and shall be communicated, in writing, to all the known prospective bidders (i.e., who would attend Pre-bid Meeting or submit queries / observations / suggestions or request for clarification), in writing, well in advance to the last date of submission of bids.

3.7.3

To give prospective bidders reasonable time to take the Addendum / Corrigendum into account in preparing their bids, KoPT may, at their discretion, extend the last date for submission of the bids, prior to the closing date & time of e-Tendering.

PREPARATION OF BIDS

3.8 Cost of bidding

The Bidder shall bear all costs associated with the preparation and submission of their bid, and **KoPT** shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.9 Language of Bid

The Bid, as well as all correspondence and documents relating to the bid, exchanged by the Bidder and KoPT, shall be written in the **English language only**. If the supporting documents and printed literature, that are part of the bid, are in another language, they must be accompanied by an accurate translation of the relevant passages in the English language, in which case, for

purposes of interpretation of the bid, such translation shall govern.

3.10 Documents comprising the Bid

3.10.1 The Bid shall comprise of the following :-

(a) Techno-commercial Bid:

The Pre-qualification & Techno-commercial Bid comprises all documents [including the Bidding Forms (provided in these bidding documents), duly filled in, signed and stamped] required to be submitted as per the Notice Inviting e-Tender, Schedule of Tender (SoT), Instructions To Bidders (ITB) and any other relevant clause(s) of these bidding documents.

(b) Price Bid:

The Price Bid comprises the prices only and the same are to be submitted electronically, through the website of CPPP Limited only.

3.11 Form of Tender

The bidder shall have to submit (upload) the “**FORM OF TENDER**”. This form **must be completed without any alterations** to its format, and no **substitutes shall be accepted**. All blank spaces shall be filled in with the information requested. Such **duly filled in “FORM OF TENDER”** should be uploaded.

3.12 Price Schedule

3.12.1 The Bidder shall quote their price on-line (**through CPPP portal only**) as per the **Price Schedule** (Bill of Quantities) in the Price bid (Part-II), without any condition or deviation. Price indicated anywhere else, in any other form or manner, will not be considered for evaluation of Price Bid.

3.12.2 The Bidder should submit (upload) the **unpriced** format at appendix-10 of the instant Bidding Documents, duly filled in the GST rates at appropriate places and signed & stamped as token of acceptance.

3.13 Bid Prices

3.13.1 The prices are to be quoted by the Bidder **through CPPP portal**, considering the work requirements, as detailed in **Section IV (Terms of Reference)** and other terms & conditions of the Bidding Documents (considering all addenda / corrigenda issued).

3.13.2 Except where otherwise expressly provided, the contractor shall have to provide all materials, labour, plant and other things necessary in connection with the contract, although everything may not be fully specified, and although there may be errors and omissions in the specifications.

3.13.3 The prices and rates entered (electronically through CPPP Portal) **as per the Price Schedule** (Bill of Quantities), in the Price bid (Part-II), by the **Bidder**, shall include, inter alia, all costs and expenses involved in execution of their work as per the scope of work detailed in Section IV.

3.13.4 Rates & amounts quoted by the bidders in the “**PRICE SCHEDULE**”, include all incidental charges [excluding Goods and Services Tax (GST)], as applicable necessary for the complete services as described in this Bidding Document.

GST, as applicable, shall be paid extra against GST compliant invoice submitted by the Contractor.

The contractor will be required to submit GST compliant invoice with all required details and also be required to file timely and proper return so as to enable KoPT to get due credit against GST paid. In case of any failure on the above account,

GST amount, even if paid by KoPT, shall be recoverable from the Contractor.

3.13.5 All quoted rates will remain firm during the validity period of the bid / offer, including any / all extension thereof, agreed by the bidder. However, GST will be extra as applicable.

3.13.6 The Bidder should clearly understand that they shall be strictly required to conform to all terms & conditions of the instant Bidding Documents [considering all addenda / corrigenda (if any) issued], as contained in each of its clauses and **plea of “Customs Prevailing”** will not be, in any case, admitted as excuse on their part, for infringing any of the terms & conditions.

No request for change or variation in rates or terms & conditions of the contract shall be entertained on the ground that the successful Bidder has not understood the work envisaged in the instant contract.

3.14 Currencies of Bid

The **Bidders** should quote the prices in **Indian Rupees (Rs)** only.

3.15 Period of validity of bids

3.15.1 Bids shall remain valid for the period of **120 days** after the bid submission deadline date (considering extension thereof, if any) as prescribed in **ITB**. A bid, valid for a shorter period, shall be rejected by **KoPT**, treating the same as non-responsive.

3.15.2 In exceptional circumstances, prior to the expiration of the bid validity period, **KoPT** may request the bidders to extend the period of validity of their bids. The request and the responses shall be made in writing.

A Bidder may refuse the request, without forfeiting their **Earnest Money Deposit (EMD)**. A Bidder granting the request shall not be required or permitted to modify its bid, except when option to do the same has been specifically granted by **KoPT**, in writing.

3.16 Earnest Money Deposit (EMD)

3.16.1 The intending bidders should deposit an amount specified in the **Schedule of Tender (SoT)**, as **Earnest Money Deposit (EMD)**, in accordance with the procedure mentioned therein.

3.16.2 Failing to deposit the Earnest Money, in accordance with ITB, shall be rejected by the Employer (KoPT), treating the same as non-responsive.

For exemption of EMD the bidder is required to upload the scanned copy of the certificate from MSME / Micro & Small Enterprises (MSEs) / DIC / SSI / National Small Industries Corporation (NSIC) or any empowered Central / State Govt. authority.

3.16.3 Refund of Earnest Money Deposit:

Earnest Money Deposit of the successful bidder shall be retained by KoPT and Earnest Money Deposit of the unsuccessful bidders [including the bidder(s) whose Price Bid would not be opened in line with **ITB**] shall be refunded, without interest, within 2 (two) months from the date of opening of Price Bids or on finalization/acceptance of tender, whichever is earlier.

In case the bid of the **successful bidder** is found acceptable to **KoPT** and contract is awarded with them, the **Earnest Money Deposit** of the **successful bidder (Contractor)** shall be retained by **KoPT** till submission of **Performance Guarantee / Security Deposit** (in accordance with **ITB**) and signing of the **Contract Agreement** by **KoPT** and the Contractor (in accordance with **ITB**), and shall be refunded thereafter.

In case, the successful bid is not found acceptable to KoPT, Earnest Money Deposit of the successful bidder shall be refunded after the decision, in this regard, is finalized by KoPT.

3.16.4 No interest shall be payable on the account of Earnest Money Deposit in any case.

3.16.5 Forfeiture of Earnest Money Deposit :

The EMD may be forfeited

- (a) if a Bidder withdraws their offer within the validity period of the bid / offer; and / or, alters / amends any terms and / or condition and / or quoted rate(s), within the validity period of the offer (excepting when option to do the same has been specifically granted by Kolkata Port Trust , Haldia Dock Complex in writing) making it unacceptable to the Kolkata Port Trust , Haldia Dock Complex;

or,

- (b) if the successful bidder,
- i) fails to submit the Performance Guarantee / Security Deposit (as per SCC) for the specified sum and in the specified form, within the stipulated time;
- and / or,
- ii) fails to carry out the work or to perform / observe any of the conditions of the contract,

For the purpose of this provision, the validity period (of the bid / offer) shall include any / all extension thereof, agreed by the Bidder in writing. KoPT shall also be at liberty to deduct any of their dues from Earnest Money. It should be however be clearly understood that in case of any default in any terms and or condition of the contract after placement of order but before submission of Performance Guarantee / Security Deposit (as per SCC), the same shall be dealt with in accordance with the relevant provisions of contract, including forfeiture of Earnest Money.

SUBMISSION OF BIDS AND OPENING OF BIDS

3.17 Submission of bids

3.17.1 Bidders shall have to submit their bids [both **Techno-commercial Bid** and **Price Bid**] on-line **through CPPP portal only**.

3.17.2 The Bidder should submit (upload) the scanned copies of all the relevant and required documents, statements, filled up formats, certificates, etc. [in accordance with ITB], in the aforesaid portal, in support of Techno-commercial Bid. Following documents to be attached along with the offer. However, document related to Sl.no.(i) to (xiv) compulsory to submit the evaluation of the bid.

- (i) Application letter(Appendix-1)
- (ii) Corporate information of bidder- (appendix-2)
- (iii) Particulars of Key Personnel (Appendix - 3)
- (iv) Eligible assignments of Key Personnel(Appendix - 3a)
- (v)CV of Key personnel (Appendix - 3b)
- (vi) Statement of Legal Capacity (Appendix – 4)
- (vii)Power of Attorney (Appendix - 5)
- (viii) Draft Integrity Pact (Appendix - 6)
- (ix) E-payment form (Appendix - 7)
- (x)Draft Form of Bank Guarantee Bond for Performance Security(Appendix -8)
- (xi) Draft Form of Agreement (Appendix - 9)

- (xii) Undertaking letter on the Bidder's Letter Head for no conflict of interest in taking up the subject work.
- (xiii) Undertaking letter on the Bidder's Letter Head that no changes have been made in the downloaded document.
- (xiv) Declaration letter on the Bidder's Letter Head that they have not been banned or delisted by any Government/ Semi-Government Agency / PSUs.
- (xv) GST Registration Certificate , PAN Card , ESI Professional Certificate, PF Registration Certificate.

3.17.3 The Price Bid comprised the prices only and the same are to be submitted electronically, through the website of CPPP Ltd. only. No hardcopy of priced "Price Schedule" is required to be uploaded.

3.18 Techno-commercial Bid:

If the Bidder deliberately gives wrong information or conceals any information / fact in their bid, which shall be favourable for acceptance of their bid, fraudulently, then the right to reject such bid at any stage of execution, without any financial liability, is reserved by **KoPT**.

3.19 Priced Bid

The Bidder should quote the offered rate appropriately in the PRICE BID, electronically, through the website of CPPP Ltd. only. Price indicated anywhere else, in any other form or manner, would not be considered for evaluation of Price Bid.

3.20 Deadline for submission of bids

3.20.1 Bids must be submitted within the closing date & time **indicated in the Schedule Of Tender (SOT)**.

3.20.2 **KoPT** may, at its discretion, *extend the deadline for the submission of bids, prior to the closing date & time of e-Tendering*, by amending the Bidding Documents, in accordance with **ITB**, in which case all rights and obligations of **KoPT** and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

3.21 Late Bids

This e-Procurement System would not allow any late submission of bid, after the closing date & time, as per the **Schedule Of Tender (SOT)** or extension, if any.

3.22 Withdrawal of bids

3.22.1 A Bidder may withdraw, substitute, or modify their bid on the e-Procurement System, before the closing date and time specified, but not beyond.

3.22.2 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the "**FORM OF TENDER.**" or any extension thereof. Modification / Withdrawal of the bid sent through any other means shall not be considered by **KoPT**.

3.22.3 Withdrawal of bid during the interval between such closing time on due date and expiring of the bid validity period, may result in forfeiture of EMD in accordance with **ITB**.

3.23 Bid opening

3.23.1 The bids **Technical- Part-I** will be opened at the date & time, indicated in the **Schedule Of Tender (SOT)**. However, price Bid part-II will be opened as per clause 1.4.2 above.

3.23.2 The on-line bid-opening event may be viewed by the bidders at their remote end, by logging on to the e-Procurement System. A copy of the bid opening record shall be made available on the e-Procurement System.

3.24 EVALUATION OF BIDS

Confidentiality

- 3.24.1** Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the contract award.
- 3.24.2** Any attempt by a Bidder to influence KoPT in the examination, evaluation and comparison of the bids, or contract award decisions may result in the rejection of their bid and forfeiture of **EMD**.
- 3.24.3** Notwithstanding **ITB**, from the time of bid opening to the time of contract award, if any Bidder wishes to contact KoPT on any matter related to the bidding process, they should do so in writing.

3.25 Clarification of bids

To assist in examination, evaluation & comparison of the bids and qualification of the bidders, the Employer (KoPT) may, at their discretion, ask any bidder for a clarification of their bid. The Employer (KoPT) may also ask any bidder to withdraw any terms, / conditions mentioned in their offer, which are not in conformity with the terms & conditions specified in the RFP. In case any bidder fails to submit required clarification within the time stipulated by the Employer (KoPT), in this regard, the tender would be processed in absence of the clarifications, which may result in disqualification of the corresponding bidder for the instant tender. Any clarification submitted by a bidder, which is not in response to a request by the employer (KoPT), shall not be considered. The Employer's (KoPT's) request for clarification and the response shall be in writing.

No change in the prices or substance of the bid shall be sought, offered or permitted, nor will the bidder be permitted to withdraw their bid before expiry of the validity period of the bid.

3.26 Deviations, reservations and omissions

During the evaluation of bids, the following definitions apply :

- (a) "Deviation" is a departure from the requirements specified in the bidding documents ;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding documents ; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding documents.

3.27 Responsiveness of bids

- 3.27.1** Responsiveness of a bid would be determined on the basis of the contents of the bid itself, and clarification(s) in accordance with **ITB**.
- 3.27.2** A substantially responsive bid is one that meets the requirements of the Bidding Documents without deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would
 - i) affect in any substantial way the scope, quality, or performance of the work specified in the Contract; or
 - ii) limit in any substantial way, inconsistent with the Bidding Documents, KoPT's rights or the bidder's obligations under the

proposed contract; or

- (b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

3.27.3 Bidders shall not contain the following information / conditions to consider them responsive :

- (a) Either direct or indirect reference leading to reveal the prices of the bids in the Techno-commercial offers
- (b) Adjustable prices, other than the provisions stated in **ITB**.

3.27.4 If a bid is not substantially responsive to the requirements of the bidding documents, it shall be rejected by KoPT and may not subsequently be made responsive by the bidder, by correction of the material deviation, reservation, or omission.

3.28 Nonconformities, errors and omissions

3.28.1 During examination, evaluation & comparison of the bids and qualification of the bidders, the Employer (KoPT) may, at their discretion, ask any bidder for submitting any document(s) [in case of shortfall in required documents (relating to capacity or otherwise)]. In case any bidder fails to submit required documents within the time stipulated by the Employer (KoPT), in this regard, the tender would be processed in absence of the documents, which may result in disqualification of the corresponding bidder for the instant tender.

Any document submitted by a bidder, which is not in response to a request by the Employer (KoPT), shall not be considered. The Employer's (KoPT's) request for submission of further document(s) shall be in writing.

3.28.2 **KoPT** shall examine the bids [including the further documents / clarifications received in accordance with **ITB**] to confirm that all documents requested in **ITB** have been provided and to determine the completeness of each document submitted.

3.28.3 Provided that a bid is substantially responsive, **KoPT** may waive any nonconformities or omissions in the bid that do not constitute a material deviation.

3.29 Examination of Technical offer :

3.29.1 **KoPT** shall examine the bid to confirm that all terms and conditions specified in the **RFP including GCC (Section VI)** have been accepted by the bidder without any material deviation or reservation or omission.

3.29.2 If on examination of the “**Technical Bid**” of the bidders, it is found that they have not obtained the minimum marks as stipulated in the RFP , “**Price Bid**” part of such bidder(s) will not be opened. “**Price Bid**” part of other bidder(s) will be opened subsequently as per procedure. Decision of **KoPT** on this matter shall be final.

3.30 Opening of Price Bid

3.30.1 **PRICE BIDS** of the bidders, who qualifies in the “Technical Bid”, will be opened on a later date, upon due intimation to the concerned bidders at their address furnished by them in their bid.

3.30.2 The on-line price-bid opening event may be viewed by the bidders at their remote end, by logging on to the e-Procurement System. A copy of the price-bid opening record shall be made available on the e-Procurement System.

3.31 KoPT right to accept any bid and to reject any or all bids.

KoPT reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to bidders.

3.32 **Award of Contract**

Subject to ITB, KoPT shall award the contract to the Bidder whose offer has been determined to be the highest composite score evaluated bid [as per Clause No. 5.4] and is substantially responsive to the Bidding Document.

3.33 **Notification of award**

Prior to the expiration of the period of bid validity or extended validity in accordance with ITB, KoPT shall notify the **Successful Bidder**, in writing, that their bid has been accepted. The notification letter (hereinafter called the “**Letter of Acceptance**”) will be treated as “**Order Letter**” and will constitute the formation of the contract.

3.34 **Signing of contract agreement**

3.34.1 After placement of order, **contract agreement** as per the form furnished in **Appendix-9** should be executed between **Kolkata Port Trust** and the **Contractor (Successful Bidder)**. In this respect, within a week of receipt of intimation regarding acceptance of their bid, the successful bidder shall have to submit, at their cost, required **Stamp Paper** [Non-judicial Stamp Paper of worth not less than **Rs. 50.00**] & **dummy papers** (for three sets).

Immediately after receipt of the above papers & documents, **KoPT** will send three sets of **contract agreement form** [one set printed on Stamp Paper & dummy papers and two sets printed on dummy papers], photocopy of **one set of documentary transactions between them and KoPT** (till finalisation & award of the Contract) and **Contract Documents** [incorporating all accepted changes and addenda / corrigenda issued, if any], duly signed by the representative of **KoPT** at appropriate places on each page.

Within a week, thereafter, the Contractor (Successful Bidder) shall have to return **Contract Agreement forms** (three sets) [after affixing their common seal], the set of **documentary transactions** and **Contract Documents**, duly signed by them at appropriate places on each page.

3.34.2 The **contract agreement form** & **Contract Documents** should be signed by the authorized persons of the Contractor, authorized in this respect.

After receipt of the **contract agreement forms** (three sets), duly signed by authorised person of **KoPT** & authorized person of the Contractor (Successful Bidder), the same shall be kept under **KoPT**'s custody, after affixing the Common Seal of **KoPT**.

One copy of such **executed contract agreement** (on dummy paper), along with one photocopy of signed **documentary transactions** and **Contract Documents** will be handed over to the Contractor for their record & future reference.

3.34.3 Until such contract agreement is executed, the other documents referred to the definition of the term “Contract” [**GCC Clauses**], shall collectively be the contract.

3.35 **Performance Guarantee / Security Deposit**

3.35.1 Within **twenty-eight (28) days** of issuance of “**Letter of Acceptance**” by **KoPT**, the Successful Bidder shall provide the **Performance Bank Guarantee** in accordance with the **clause no. 6.21 of GCC**, using the form furnished in **Appendix-8**.

3.35.2 Failure of the successful bidder to submit the above-mentioned **Bank Guarantee for Performance Guarantee / Security Deposit** or sign the contract agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the **EMD** in accordance with **ITB**.

3.35.3 All costs, charges & expenses, including Stamp Duty, shall be borne by the Successful Bidder.

3.35.4 No interest / charge, of whatsoever nature, shall be paid by **KoPT** on the amount of Performance Guarantee / Security Deposit, held by them (as per **GCC**) at any stage.

SECTION - IV

TERMS OF REFERENCE

- 4.1** The proposed Transaction Advisor Cell (TAC) shall consist of following experts, namely Technical Expert, Financial Expert and Legal Expert.

The Technical expert will establish an office at Jawahar Tower/ Chiranjibpur office of Haldia Dock complex in the Port Administrative Building, Haldia – 721607. HDC, KoPT will provide necessary office space free of cost. The other members of the Transaction Advisors will function from their designated office in close coordination with the Technical Expert deputed at HDC office. However, the legal and financial experts may have to visit the HDC site as per requirement without any additional cost to HDC. The Transaction Advisor shall function during all the working days of Port and, if required, on holidays also during exigencies. HDC will also provide 1(one) B type Quarter (unfurnished) within Port Township free of cost for accommodation of the technical expert and his supporting staff (if any). However, electricity charges of the B-type Quarter will have to be paid by the contractor to as per the prevailing rates.

4.2 Man power and Eligibility:

- (i) The successful tenderer shall have to deploy the Key Resource Persons fulfilling the eligibility criteria as follows:-

SL. No.	Key Resource person	Eligibility conditions
1.	Technical Expert-01 head	Technical background with Graduate in Mechanical/Electrical having at least 10 years in successful handling and award of PPP/BOT Projects
2.	Legal Expert- 01 head	LLB from recognized university. At least 3 years experience in dealing with RFP, RFQ, and preparation of tariff proposals, Model Concession or Draft Concession documents pertaining to PPP/BOT Projects.
3.	Financial Expert- 01 head	C.A./ICWA/MBA (Finance) qualifications, with at least 3 years experience in Project Appraisal, Project Finance, scrutiny and evaluation of PPP/BOT Tenders.

- (ii) The Consultant shall deploy additional key personnel and other support staff, as required for effective, efficient and timely execution of the works as per TOR at no extra cost to HDC.
- (iii) Employer reserves the Right to reduce / increase the Key Personnel / Supporting Staff or the scope of the of the Transaction advisors based on the Schedule of PPP project at the same quoted rates.
- (iv) Maximum age limit for key personnel deployed for this work shall not exceed 65 years.

4.3 Scope of Work:

Transaction advisor is to be appointed from the evaluation of offers received against RFQ upto the fulfilling conditions precedent and as per the detailed scope of work including but not limited to the following:

- i) Scrutiny and evaluation of RFQ and RFP bid as per the documents approved by SFC.
- ii) Attending Pre-Bid conference and other meetings related to RFP, preparing replies/clarifications with respect to RFP and any further clarification of Ministry in any matter related to instant project in consultation with officials of HDC, KoPT.
- iii) Preparation of letters, drafts, etc. for obtaining Govt. approvals including Security Clearance etc. and Co-ordination and correspondence with concerned statutory State/Central Govt. organizations/persons in this regard.
- iv) Frame the various formats by incorporating information there be sent to concerned authority.
- v) Preparing material for the Board Meeting for obtaining approvals at various stages.
- vi) Providing Transactional and Legal advice as required.
- vii) Provide necessary technical, financial and legal assistance from time to time.
- viii) Follow-up of compliance and scrutiny of conditions precedent and final closure.
- ix) Scrutiny of various policies /guidelines issued by statutory authorities from time to time and suggest any action to be taken by KoPT.
- x) To work out sustainable Royalty for PPP Projects.
- xi) To frame documents for appointing of Independent Engineer and evaluation there of.
- xii) Suggest and assist in any other matter related to procedural issues of PPP.

4.4 Facilities to be arranged by the consultant

The Consultants arrange on its own all facilities, equipment (engineering and office); transport, supplies, computer hardware and peripherals, computer software; communication system (telephone, fax, e-mail / Internet) and support staff which they consider necessary to carry out the services and the cost of which shall be taken into accordingly while submitting the price bid. After completion of the contract, all articles deployed by the Consultant shall remain as their property.

4.5 Payments for the services

4.5.1 Payment for the above experts will be linked to payment schedule as per clause 4.5.2 below based on the quoted value in the Financial Bid.

4.5.2 Payment Schedule:

Sl.No.	Deliverables	Period from the date of placement of LOI	Payment Schedule
1	Assistance in Evaluation of RFQ, obtaining clarifications from bidders and recommendation of Qualified bidders.	Within 4 weeks	10%
2.	Assistance in Preparation of RFP, bid process.	Within 6 weeks	10%
3.	Assistance in evaluation of RFP obtaining clarifications from bidders and recommendation of successful bidder.	Within 14 weeks	20%
4.	Assistance in Preparation of tender document for appointment of Independent Engineer, bid process, evaluation of the bids and recommendation of the successful bidder	Within 18 weeks	20%
5.	Finalizing the concession agreement and signing of the concession agreement.	Within 20 weeks	20%
6.	Follow up of Compliance and scrutiny of condition precedent.	Within 22 weeks	10%
7.	Miscellaneous activities and finalizing the services, handing over of all documents related to project and issue of successful completion certificate.	Within 24 weeks	10%

4.6 General Description of the Works covered under the PPP Project:

a) Construction of Internal Roads, Drainage system, Rest Shelter, Substation, Compound wall, etc., inside the Back-up area at of Berth no-3 of Haldia Dock Complex, KoPT.

b) Design, Engineering, Manufacturing, Supply, Erection, Testing and Commissioning of Bulk Material Handling system consisting of Gantry Grab Unloader, Conveyor system, Stacker cum reclaimer, SILO based rapid wagon loading system.

c) Construction of Civil Ancillary Facilities for Rapid wagon loading system and civil work related to Strengthening of Jetty and all other equipments.

Further details of the PPP project is also enclosed as **Annexure-A**

SECTION - V

EVALUATION OF PROPOSALS

5.1. Evaluation of Technical Bid (Step 1)

The Scoring criteria to be used for evaluation shall be as follows:

- a. In the first stage, the Technical bids will be evaluated as per table in sub- clause (c). Only those Technical bid score of 70 marks or more out of 100 shall qualify for further consideration and shall be ranked from highest to the lowest on the basis of their technical score (ST) under **Quality and Cost Based System (QCBS)**.
- b. Total key personnel for Transaction Advisors considered for evaluation is three (3). Each Key personnel must score a minimum of 60% of marks. In case the selected bidder has one Key personnel, who scores less than 60% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 60% or above

c. The Scoring criteria for evaluation of key personnel shall be as follows:

Sl No	Position	Qualifications	Specific Expertise	Marks & Scoring Criteria
01	Technical Expert & Team leader-01 head	Technical background with Graduate in Mechanical/Electrical.	Should have at least 10(ten) years in successful handling and award of PPP/BOT Projects.	Total Marks : 34 marks 1. Experience : 10 marks Port related Engineering works. a. Experience 10 to 15 years - 8 marks b. Experience more than 15 years - 10 marks 2.Number/Quality/Relevance of Projects : 24 marks Award of PPP/BOT projects a) Completed PPP/BOT project assignments of value between Rs 25 Cr to Rs

				<p>75 Cr-3 marks. b) Completed PPP /BOT project assignments of value between Rs 75 Cr to Rs 150 Cr-4 marks. c) Completed PPP /BOT project assignments of value exceeding Rs 150 Cr - 6 marks. However, maximum marks is restricted to 24 only.</p>
02	Legal Expert- 01 head	BA LLB/MA LLB from recognized university.	Should have at least 3(three) years' experience in dealing with RFP, RFQ, and preparation of tariff proposals, Model Concession or Draft Concession documents pertaining to PPP/BOT Projects.	<p>Total Marks : 33 marks 1. Experience : 9 marks a. Experience 3 to 10 years - 7 marks b. Experience more than 10 years - 9 marks 2.Number/Quality/Relevance of Projects : 24 marks Award of PPP/BOT projects a) Completed PPP /BOT project assignments of value between Rs 25 Cr to Rs 75 Cr-3 marks. b) Completed PPP /BOT project assignments of value between Rs 75 Cr to Rs 150 Cr-4 marks. c) Completed PPP /BOT project assignments of value exceeding Rs 150 Cr -6 marks. However, maximum marks are restricted to 24 only.</p>
03	Financial Expert- 01 head	C.A./ICWA/M BA (Finance)	Should have at least 3(three)	<p>Total Marks : 33 marks 1. Experience : 9 marks</p>

		qualifications,	years' experience in Project Appraisal, Project Finance, scrutiny and evaluation of PPP/BOT Tenders.	<p>a. Experience 3 to 10 years - 7 marks</p> <p>b. Experience more than 10 years – 9 marks</p> <p>2.Number/Quality/Relevance of Projects : 24 marks</p> <p>Award of award of PPP/BOT projects</p> <p>a) Completed PPP /BOT project assignments of value between Rs 25 Cr to Rs 75 Cr-3 marks.</p> <p>b) Completed PPP /BOT project assignments of value between Rs 75 Cr to Rs 150 Cr-4 marks.</p> <p>c) Completed PPP /BOT project assignments of value exceeding Rs 150 Cr -6 marks.</p> <p>However, maximum marks is restricted to 24 only.</p>
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The technical mark earmarked for the team of Transaction advisor are as follows:

Sl. no.	Position	Max. marks	Min. Marks for qualification
2.	Technical Expert-01	34	21.00
3.	Legal Expert-01	33	20.00
4.	Financial Expert- 01	33	20.00

The overall minimum marks for all Key Personnel listed above shall not be less than 61 marks for further consideration.

5.2 Calculation of Technical Score:

While, calculating the technical score of each bidder, the following QCBS Grading system will be followed:

Grade	Range in marks	Technical Score (ST)
Outstanding	91-100	100
Excellent	81-90	90
Very Good	71-80	80
Good	61-70	70

For example:

The bidder secured the overall marks of the Key Personnel is 85; the technical score would be 90.

5.3 Evaluation of Financial bid (Step 2):

Bidders are required to submit the Financial Bid as per the format provided in Appendix 10. For financial evaluation, the total cost indicated in the Financial bid will be considered. The Authority will determine whether the financial bid is complete, unqualified and unconditional. The cost indicated in the financial bid shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the bidder to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Bid (FM) will be given a financial score (SF) of 100 points. The financial scores of other bidders will be computed as follows: $SF = 100 \times FM / F$

(F = amount of Financial bid)

5.3.1 Combined and final evaluation of Technical and Financial

Bids will be finally ranked according to their combined technical (ST) and financial (SF) scores as follows : $S = ST \times Tw + SF \times Fw$ Where S is the combined score, and Tw and Fw are weights assigned to Technical Bid and Financial bid that shall be 0.70 and 0.30 respectively.

5.4 **Successful Bidder:**

5.4.1 The Bidder scoring highest Total Composite Score would be declared as the successful Bidder. In case of Bidders having the same Total Composite Score, the Bidder with the higher Total Technical Score would be declared as the successful Bidder.

5.4.2 The Successful Bidder shall be the first ranked Applicant (having the highest composite score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in RFP, as the case may be.

SECTION - VI

GENERAL CONDITIONS OF CONTRACT

6.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract has the following meanings:

- a) "Employer" or "Authority" means Board of Trustees for the Port of Kolkata , a body corporate under Section-3 of the Major Port Trusts Act,1963 including their successors, representatives and assigns.
- b) "Applicable Law" means all laws in force and effect as of the date hereof and which may be promulgated or and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- c) "Award Cost" the cost tendered by the successful Consultant or cost after negotiation with the successful Consultant.
- d) "Consultant" means the successful bidder and to whom this contract is awarded.
- e) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in letter of award;
- f) Contract price means total amount paid to the Transaction Advisor as per payment Schedule Plus any other payments for extended period.
- g) "Effective Date" means the date on which this Contract comes into force and effect pursuant to clause in General Condition 6.10.1;
- h) "Engineer" means General Manager (Engineering) of Haldia Dock Complex or any other official of the Board as may be appointed from time to time by the Employer , to act as 'Engineer' for the purpose of the Contract in place of the 'Engineer' so designated.
- i) "Engineer's Representative" means the successful bidder or his Key Personnel deployed by the Transaction advisor to perform the duties of Engineers' representative.
- j) "Foreign Currency" means currency in US Dollars or the currency of the home country of Consultant;
- k) "GCC" means these General Conditions of Contract;
- l) "Government" means the Government of India;
- m) "Local Currency" means Indian Rupees;
- n) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel"

means such persons who at the time of being so hired had their domicile outside India; "Local Personnel" means such persons who at the time of being so hired had their domicile inside India; and "Key Personnel" means the personnel referred to Section - 4

- o) "Party" means the Employer or the Consultants, as the case may be, and Parties means both of them;
- p) "Services" means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in section 4 (**TOR**) hereto;
- q) "Third Party" means any person or entity other than the Government, the Employer, the Consultants or a Sub-consultant.
- r) "Contract Sums" means gross amounts of consultant's original offer / bid in Indian Rupees with tax, duties, fees and other impositions as provided and referred in Appendix 10, inclusive of all cost for monitoring works excluding applicable GST.
- s) "Approved / approval" means the approval in writing.

6.2. Relations between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Haldia Dock Complex, Kolkata Port Trust and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

6.3. Language

This Contract will be executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence should be in English language.

6.4. Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person, sent by registered mail or facsimile to such Party at the address given in the Bid Document submitted.

6.5. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by Haldia Dock Complex, Kolkata Port Trust or the Consultants may be taken or executed by the authorized representative specified in the

Bid Document.

6.6. 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.

6.7. Signing of Agreement

Within 15 days from the date of the letter of award/work order, the successful Bidder shall prepare and submit the agreement format in line with the draft enclosed to the Tender document. On approval of the Employer the agreement shall be signed by both the Bidder and the employer, after payment of stamp duties as may be necessary by the successful Bidder.

6.8. Taxes and Duties

The Party shall bear all taxes, levies, duties which they may be liable to pay to State Govt. of West-Bengal and Government of India or other authorities under any law for the time being in force in respect of or in accordance with the execution of work excluding GST. The Party shall further be liable to pay such increase in the taxes (except as provided in this contract), levy, duty etc., under the existing law or which may be liable as a result of introduction of any new law. Increase in taxes, levy, duty etc., or imposition of new taxes, levy, duty etc., shall not be ground or an excuse for not completing the Assignment within stipulated time nor a ground or an excuse for claiming any extra or additional costs nor a ground or an excuse for extension of time for completing the work..

The Employer shall pay any statutory increase in GST and shall also proceed to recover any statutory dues from the payments to the Party.

The consultant would be required to submit GST complaint invoice and also be obliged to upload the invoices in the GSTN portal within due date prescribed by law to enable KoPT to get duty credit. In case of any failure the GST paid may be recoverable along with interest/penalty as the case may be.

TDS shall be made while releasing the payment as per law time being in force.

6.9. Confidentiality

- a. The Consultant shall treat all the documents and information received from Haldia Dock Complex, 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 Haldia Dock Complex, Kolkata Port Trust authorizes this in advance in writing. The Consultant further shall return all the documents received from Haldia Dock Complex, Kolkata Port Trust from time to time after completion of the work related to those documents
- b. The Consultants, their sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Employer's business or operations without the prior written consent of the Employer.

6.10. Commencement, Completion, Liquidated damages and Force Majeure

6.10.1. Effectiveness of Contract

This Contract shall come into force within fifteen days from the date of Letter of Award or actual date of commencement of work whichever is earlier and the same is subject to submission of Performance Guarantee and Signing of Agreement.

6.10.2. Termination of Contract for Failure to Become Effective

If this Contract has not become effective within fifteen days from the date of Letter of Award, the Haldia Dock Complex, Kolkata Port Trust can declare this Letter of Award to be null and void. The EMD is liable for forfeiture in such instance.

6.10.3. Expiry of Contract

Unless terminated earlier pursuant to clause 6.14 hereof, this Contract shall expire when the Services have been completed and it has been confirmed by Haldia Dock Complex, Kolkata Port Trust by issuing completion certificate at the end of **completion period for final bill preparation** or such other time period as the Parties may agree in writing.

6.10.4. Liquidated Damages

6.10.4.1 In case of delay in completion of services, liquidated damages not exceeding an amount equal to 0.2% of contract/agreement value, will be imposed and shall be recovered by appropriation from the performance security or otherwise. However, in case of delay due to reasons beyond the control of the applicants, suitable extension of time against the specific request of the applicant citing reasons for such extension may be granted.

6.10.4.2 The Authority shall have the right to invoke and appropriate the proceeds of the performance security, in whole or in part in the event of breach of this agreement or recovery of liquidated damages specified above, after providing notice to the applicant of the same and giving the applicant a week's time to provide a necessary reply with respect to the breach of this agreement or recovery of liquidated damages.

6.10.4.3 In addition to the liquidated damages not amounting to penalty, warning may be issued to the applicant for minor deficiencies on their part. In case of significant deficiencies in service causing adverse effect on the project or on the reputation of the authority, other penal action including debarring for a specified period may also be initiated as per policy of the authority.

6.10.4.4 This contract and the right and obligation of the parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

6.10.5. Force Majeure

i) Definition

- a. For the purpose of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, change in government rules/laws.
- b. Force Majeure shall not include: (i) any event which is caused by the negligence or intentional action of a Party or such Party's sub-consultants or agents or employees, or (ii) any event which a diligent Party could reasonably have been expected to both: (A) take into account at the time of the conclusion of this Contract; and (B) avoid or overcome in the carrying out of its obligations hereunder.

- c. If either Party is temporarily unable to meet any of its obligations under the Contract by reason of Force Majeure, and if such Party gives to the other Party notice of event within fourteen (14) days after its occurrence, such obligations of Party as it is unable to perform by reason of event shall be suspended for as long as the inability continues.
- d. Neither Party shall be liable to the other Party for loss or damage sustained by such event arising from any event referred to (a) above or delays arising from such event.

ii. No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under this Contract so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

iii. Measures to be taken by the Consultant

a. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

b. A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any event not later than **fourteen (14)** days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

c. Extension of time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

d. Payments

During the period of their inability to perform the services as a result of an event of Force Majeure, the Consultants upon instructions by the Employer shall either a) demobilize,; or b) continue with the services to the extent possible, in which case the Consultants shall continue to be paid proportionately and on pro-rata basis,

under the terms of this contract.

- e. In the case of disagreement between the parties as to the existence or extent of Force Majeure, the matter shall be settled according to clause 6.46

iv. Consultation

Not later than thirty **(30) days** after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

6.11. Suspension

The Haldia Dock Complex, Kolkata Port Trust may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their 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 shall request the Consultants to remedy such failure within a period not exceeding thirty **(30) days** after receipt by the Consultants of such notice of suspension.

6.12. Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, a statement, representation, promise or agreement not set forth herein.

6.13. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration to any bids for modification made by the other Party.

6.14. Termination

6.14.1. By the Employer

The Haldia Dock Complex, Kolkata Port Trust may, by not less than thirty (30) days written notice of termination to the Consultants to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this clause 6.14.1, terminate this Contract.

(a) If the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to clause 6.11 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Haldia Dock Complex, Kolkata Port Trust may have subsequently approved in writing:

(b) If the Consultant becomes insolvent or bankrupt or enter into any agreement with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Consultants fails to comply with any final decision reached as a result of arbitration proceeding pursuant to clause hereof.

(d) If the Consultants submit to the Haldia Dock Complex, Kolkata Port Trust a statement which has a material effect on the rights, obligations or interests of the Haldia Dock Complex, Kolkata Port Trust and which the Consultants know to be false.

(e) Any representation made or warranties given by the Consultant under this agreement is found to be false or misleading

(f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer

(g) If the consultant fails to provide the quality services as envisaged under this contract. Haldia Dock Complex, Kolkata Port Trust will make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The Haldia Dock Complex, Kolkata Port Trust may decide to give one chance to the consultant to improve the quality of the services

(h) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days

(i) If the Haldia Dock Complex, Kolkata Port Trust, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

- (j) If the Consultants, in the judgment of the Haldia Dock Complex, Kolkata Port Trust has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a Contract to the detriment of the Port, and includes collusive practice among Consultants (prior to or after submission of Bids) designed to establish prices at artificial non-competitive levels and to deprive the borrower of the benefits of free and open competition.

"Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in procurement process, or affect the execution of a contract

In case the Contract is terminated, the balance amount of advance fee if any, paid earlier shall be paid back by the Consultants to Haldia Dock Complex, Kolkata Port Trust within thirty days of the termination letter, failing which the same shall be recovered by encashing the existing Bank Guarantee submitted by Consultants.

6.15. Measures to be taken by the Authority

The Employer may terminate the contract if it determines at any time that representatives of the Consultants were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation. The employer may also sanction against the Consultants, including declaring the Consultants ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultants has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an Employer – financed contract.

6.16. Commissions and Fees

At any time of execution of this contract, the Consultants shall disclose any commission fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee. The Port has no liability on this account.

6.17. By the Consultants

The Consultants may, by not less than thirty (30) days written notice to the Haldia Dock Complex, Kolkata Port Trust, such notice to be given after the occurrence of any of the events specified hereunder of this clause 6.17, terminate this Contract:

- (a) If the Haldia Dock Complex, Kolkata Port Trust is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Haldia Dock Complex, Kolkata Port Trust of the Consultants notice specifying such breach;
- (b) If the Haldia Dock Complex, Kolkata Port Trust fails to pay any money due to Consultants pursuant to this Contract and not subject to dispute pursuant to clause 6.23 hereof within forty five (45) days after receiving written notice from Consultants that such payment is overdue.
- (c) If the Haldia Dock Complex, Kolkata Port Trust fails to comply with any final decision reached as a result of arbitration pursuant to clause 6.46.3 hereof.
- (d) If, as a result of Force Majeure, the Consultants is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

6.18. Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause 6.14 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations

as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 6.9 hereof, and (iii) any right which a Party may have under the Law.

6.19. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to clauses 6.14 or 6.17 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner. With respect to documents prepared by the Consultants and equipment and materials, if any, furnished by the Haldia Dock Complex, Kolkata Port Trust, the Consultant shall hand over the same to the Haldia Dock Complex, Kolkata Port Trust.

6.20. Jurisdiction

In case of any dispute between Haldia Dock Complex, Kolkata Port Trust and the Consultant, the decision of Chairman, Kolkata Port Trust is final. The award of contract for the work is subject to the legal jurisdiction of Kolkata regarding any matters concerning the contract. The contract shall be governed by the Indian Laws in Force and any proceedings relating to this contract shall be filed or taken by the contractor to a Court of Law only in Kolkata.

6.21. Performance Security

Within fifteen days of issue of Letter of Award from the Haldia Dock Complex, the Successful Bidder shall furnish to the HDC, KoPT a Performance Security in the form of a scheduled Commercial Bank for an amount equivalent to 10% of the cost quoted by the successful bidder (or) cost after negotiation with the successful bidder as per the format annexed (Appendix -8) to the Bid document. Failure of the Successful Bidder to furnish the required bank guarantee shall constitute sufficient grounds for the termination of Contract and forfeiture of EMD. The Performance Security shall remain in force until six months from the date of issue of completion certificate of this assignment and will be discharged thereafter. The obtaining of such guarantee (and the cost of guarantee), shall be at the expense of the Successful Bidder.

The Bank Guarantee for Performance Security is to be furnished from any Kolkata/Haldia Branch of a Bank. In case of any outstation Bank Guarantee, the same

would have to be counter guaranteed by any Kolkata/Haldia Branch of the Bank and the local branch and the jurisdiction will be under Honorable Calcutta High Court.

6.22. Payment upon Termination:

Upon termination of this Contract pursuant to clauses 6.14 or 6.17 hereof, the Haldia Dock Complex, Kolkata Port Trust shall make the following payments to the Consultants after offsetting against these payments any amount that may be due from the Consultants:

- (i) Remuneration pursuant to clause 4.5 hereof for services satisfactorily performed prior to the effective date of termination.
- (ii) Reimbursable expenditures pursuant to clause 4.5 hereof for expenditures actually incurred prior to the effective date of termination; and
- (iii) except in the case of termination pursuant to paragraphs (a) through (f) of clause 6.14 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract

6.23. Disputes about events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (f) of clause 6.14 or 6.17 hereof has occurred, such Party may, within forty five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to clause 6.46.3 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

6.24. Obligations of the Consultant

Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

6.25 Gate Pass for entering in the Dock Area.

The Transaction Advisor shall have to buy RFID Gate Pass for entering into dock area for the consultant or his authorized personnel as per the prevailing rates which is available in the website of Kolkata Port Trust.

6.26. Completion Certificate

A Completion Certificate shall be issued by the Employer on completion of all the tasks and submission of all reports/documents as indicated in scope of work in Section - 4 and other conditions to this bid document to the satisfaction of the Employer.

6.27. Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Employer”, and shall at all times support and safeguard the “Employer’s” legitimate interests in any dealings with Sub- Consultants or Third Parties.

6.28. 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.

6.29. Consultant not to benefit from Commissions, Discounts etc.

- a. The payment of the Consultant pursuant to Clause 4.5 shall constitute the Consultant’s only payment in connection with this Contract and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.
- b. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the

Consultant shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Employer". Any discounts or commissions obtained by the Consultant in the exercise of such procurement/works responsibility shall be for the account of the "Employer".

6.30. 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.

The key personnel should also confirm that there is no conflict the interest in taking up this consulting advisory assignment.

6.31. Law governing services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any sub-consultants, as well as the Personnel and agents of the Consultants and any sub-consultants, comply with the Applicable Law. The Employer shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications respect such customs.

6.32. Liability of the consultants

Limitation of the Consultants' Liability towards the Employer-

(a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Employer's property, shall not be liable to the Employer

(i) for any indirect or consequential loss or damage; and

(ii) for any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.

(b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.

6.33. Consultant's actions requiring Employer's prior approval

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

- (a) entering into a sub-contract for the performance of any part of the Services, it being understood (i) that the selection of the sub-consultant and the terms and conditions of the sub-contract shall have been approved in writing by the Employer prior to the execution of the sub-contract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the sub-consultant and its Personnel pursuant to this Contract;
- (b) any other action objectionable to the Employer.

6.34. Reporting obligations

The Consultants shall submit to the Employer the reports and documents specified in Section – IV(**ToR**) hereto, in the form, in the numbers and within the time periods set forth in the said Section – IV (**ToR**.)

6.35. Documents prepared by the consultants to be the property of employer

All plans, reports and other documents (including soft-copies) prepared by the Consultants and sub-consultants in performing the Services shall become and remain the property of the Employer, and the Consultants 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 Consultants may retain a copy of such documents. The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer

6.36. Consultant's Personnel

6.36.1. General

The Consultants shall employ and provide such qualified and experienced Personnel to carry out the Services. The tentative qualification and experience of key personnel required during execution of work shall be specified for evaluating the Proposal.

6.36.2. Description of personnel

The titles, job descriptions, minimum qualification etc., of each of the Consultant's Key Personnel and other Support Staff shall be given in as per ToR (Section - 4).

6.40. Approval of personnel

The Professional Personnel of this RFP document are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.

If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at the RFP document. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof.

6.41. Removal and/or replacement of personnel

- a. Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel specified in section-4. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications with the approval of the Authority.
- b. No key personnel shall be removed or replaced without written notice to the Authority.
- c. If key personnel are not available for work under this contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Consultant shall immediately notify the Authority and shall, subject to the concurrence of the Authority, replace such personnel with personnel of substantially equal ability and qualifications.
- d. However during the tenure of the contract, substitution / replacement of key personnel /other supporting staff will be considered by HALDIA DOCK COMPLEX, KOPT one time only.
- e. HALDIA DOCK COMPLEX, KOPT will allow for first replacement/ substitution of key personnel/ other supporting staff only with proper reason and the proposed replacement member having equivalent or better qualification. If the Employer (i) finds that any of the

Personnel has committed a 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 Consultants shall, at the Employer's written request specifying the grounds there for, forthwith provide as a replacement a person with qualifications and experience acceptable to the Employer.

6.42. Team Leader

a. Team Leader shall be responsible for the overall performance and administration of the Consultants' Team at the HDC,KoPT. The Team Leader will also act as the Consultant's Representative and shall be overall in- charge for the Consultants' Supervision team for the entire project.

b. Substitution of the Team Leader shall not be considered except, for reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity. The Substitution of Team Leader on any other ground may lead to disqualification of the bidder or termination of the Agreement.

6.43. Responsibilities of Key personnel

The Consultant shall be responsible for the following

- a. Maintaining copies of all reference documents, specifications, and drawings in a Systematic manner in the office of the Technical Expert and provide relevant documents.
- b. Recommending all decisions required for the successful and timely implementation of the contract in consultation with Employer and implementation after Employer's approval.
- c. Expeditious completion of work to ensure the required time schedule and weekly, monthly progress reports to employer.

6.44. Obligations of the Employer

6.44.1. Services, facilities and property of the employer

Subject to availability, space for office accommodation / site office will be provided free of cost and services like power supply will be provided on chargeable basis as per HALDIA DOCK COMPLEX, KOPT Scale of Rates, Port entry passes for the men and material could be provided on request of the Consultant on chargeable basis as per HALDIA DOCK COMPLEX, KOPT Scale of Rates. All other facilities like furniture,

interiors, office equipment, air-conditioner, stationery, communication facilities, and vehicles shall be arranged by consultant. Consultant's financial proposal deemed to include expenditure involved for arranging such things.

6.44.2. Payment to the Consultants

In consideration of the Services performed by the Consultants under this Contract, the Haldia Dock Complex, Kolkata Port Trust shall make to the Consultants eligible payments and in such manner as per payment schedule in section 4(Terms of reference).

Payment shall be made to the Bank directly as per the details given in E-Payment Form (**Appendix - 7**) of this RFP document.

6.45. Fairness and Good Faith

6.45.1. Good Faith

The Parties undertake to act in good faith with respect to each other's right under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

6.45.2. Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with clause 6.46.3 thereof.

6.46. Settlement of dispute

6.46.1. 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.

6.46.2. Dispute settlement

Disputes shall be settled by arbitration in accordance with the following provisions:

- a) The Parties shall seek to resolve in good faith any dispute or difference arising between them in respect of any matter connected with this Agreement. If the Parties cannot resolve any such dispute, then that dispute shall be referred to the Sole Arbitrator. The decision of the Sole Arbitrator shall be final and binding on all Parties to the agreement and the provisions of Arbitration and Conciliation Act, 1996 and Rules there under along with any statutory modifications thereof; shall be deemed to apply.
- b) Only questions and disputes as were raised during the execution of the work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of the Parties after completion of the work.
- c) While invoking arbitration, the Consultants shall give a list of disputes with amounts in respect of each dispute along with the notice for appointment of Arbitrator.
- d) If the Consultants does not make any demand for appointment of Arbitrator in respect of any claims in writing as aforesaid within 180 days of receiving the intimation from KoPT that final bill is ready for payment, the claim of Consultants shall be deemed to have been waived and absolutely barred and the Haldia Dock Complex, Kolkata Port Trust shall be discharged and absolved of all the liabilities under the Contract. It is also a term of this Contract that if any fees are payable to the Arbitrator, these shall be paid equally by both the Parties.
- e) The consultant will indemnify for any direct loss or damage which accrue due to deficiency in services in carrying out consultancy services

6.46.3. Arbitration

- a. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 6.52.1, shall be finally decided by reference to arbitration by an Arbitral Tribunal

appointed in accordance with the Clause 6.46.3. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “Rules”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Chennai and the language of arbitration proceedings shall be English.

- b. There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- c. The arbitrators shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Clause 6.46 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- d. The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.
- e. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder. IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

6.47. Consultant’s Obligations

6.47.1. Employees State Insurance Act 1948 (34 of 1948)

- i. If the Consultant is likely to employ more than 20 employees, they should have obtained ESI code. Further, they should submit the ESI code number and confirm the payments made to them.
- ii. If they employ less than 20 employees, they have to give the list of employees to be deployed by them. They should have to pay them Employer and employee

contribution to ESI in the code of HDC,KoPT Otherwise, payment to the Consultant will be withheld.

- iii. If the Consultant fails to comply with the above directions, the Principal Employer i.e Port Limited will recover the amount from the Consultant bill and make payment to ESI.

6.47.2. Employees Provident fund Act 1952

The Consultant has to comply with all provision contained in EPF & MP Act 1952.

6.48. 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:

Appointing such members of the Personnel as are not listed in Section - 4 (ToR).

6.49. E-PAYMENT - Payments of Consultant's bills through Banks :-

Payment to consultant would be made direct to the Bank as declared by the consultant.

The E-Payment form in this regard is given in Appendix-7

6.50. Facilities to be arranged by the Consultant:

The consultant shall establish an office Jawahar tower/ Chiranjibpur office of Haldia Dock Complex for efficient and coordinated performance of its services. The Consultants shall make their own arrangements for transport (vehicle). The Consultants shall provide all facilities, equipment (office related), transport, supplies, computer hardware and peripherals, computer software, communication system (telephone, fax, email / Internet) and supporting staff which they consider to carry out the services and the cost of which shall be taken into accordingly while submitting the price bid. After completion of the contract, all articles deployed by the Consultant shall remain as their property.

6.51 Indemnity

The Transaction Advisor shall indemnify the KPL, for an amount not exceeding 3 (three) times the value of the Agreement, in case of failure to perform or negligence on part of the Transaction Advisor / any part of the Expert, for any direct loss or damage while rendering the services as per the scope of the RFP.

SECTION - VII

Appendix 1

APPLICATION LETTER

(To be submitted On the Letter head of the Bidder)

Date: _____

To
General Manager (Engineering),
Jawahar Tower, 2nd Floor
Haldia Dock complex, Haldia
Purba-Medinipur, -721607,
West Bengal, INDIA.

Sub: Appointment of Transaction Advisor from the firms of transaction advisors empanelled by IPA for carrying out legal, technical and financial transactions for the proposals of mechanization of berth no. 3 at Haldia Dock Complex, at Haldia, Dist. Purba Medinipur, West Bengal.

Sir,

Being duly authorized to represent and act on behalf of _____ (hereinafter referred to as “the Bidder”) and having reviewed and fully understood all of the requirements of the bid document and information provided, the undersigned hereby apply for the project referred above.

We are uploading our Bid including Qualification Documents, Technical Bid and Financial with the details as per the requirements of the Bid Document, for your evaluation.

This offer is valid for a period of 120 days from the bid due date.

.....
Signature
(Authorized Signatory)

Appendix 2
CORPORATE INFORMATION OF BIDDER

1. (a) Registered Name of the Company:
(b) Country of incorporation:
(c) Type of entity:
(d) Address of the corporate headquarters and its branch office(s), if any, in India:
(e) Date of incorporation and/or commencement of business:
(f) PAN number:
(g) GSTIN number:
(h) Company contact details:
 Email:
 Phone number:
 Fax number:
2. Details of the Chief Executive of the company or individual(s) who will serve as point of contact for Haldia Dock Complex, Kolkata Port Trust within the company:
(a) Name:
(b) Designation:
(c) Company:
(d) Address:
(e) Telephone Number:
(f) E-mail address:
(g) Fax Number:
3. Name, designation, address and phone numbers of Authorized Signatory of the Bidder:
(a) Name:
(b) Designation:
(c) Company:
(d) Address:
(e) Telephone Number:
(f) E-mail address:
(g) Fax Number:
4. Bank details of the Company:
(a) Name of the Bank:
(b) Bank (Branch) Postal address:
(c) Bank Account number:
(d) Nature of the Account (Current/SB/CC):
(e) RTGS-Code of the Branch:
(f) NEFT-Code of the Branch:
(g) MICR Code:

Appendix 3
Particulars of Key Personnel

Sl. No	Designation of Key Personnel	Name	Educational Qualification	Length of	Present Employment		No. of Eligible Assignments
				Professional Experience as per TOR	Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.							
2.							
3.							
4							

Appendix 3a

Eligible Assignments of Key personnel

Name of Key
Personnel:

Designation:

Sl. No.	Name of Project	Name of Client	Estimated capital cost of project (in Rs. Lakhs)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1						
2						
3						
4						
5						
6						
7						
8						

Note:

1. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of Key Personnel.
2. Use separate form for each Key Personnel.
3. Documents in support of experience and eligible assignments shall be uploaded along with the bid.

Appendix 3b
CV OF KEY PERSONNEL
(THIS 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: (please refer Note 3 & 4)

Total Experience in years:

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 Clause 5.1.1 .

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.....
Personnel)

(Signature and name of the Key

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

NOTES:

1. Use separate form for each Key Personnel
2. Each page of the CV shall be signed by both the Personnel concerned and by the Authorized Representative of the bidder along with the seal of the firm. Photocopies will not be considered for evaluation.
3. Attach self-attested copy of the professional qualification certificate for each key personnel.
4. If the self-attested copy of professional qualification certificate is not furnished, such key person will not be considered for evaluation.
5. At the time of submission of the bid, the bidder shall submit CV of Key Personnel such as Team Leader, Legal expert, Financial expert details only for evaluation purpose.

Appendix 4

Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref.

Date:

To,

Dear Sir,

Sub: Appointment of Transaction Advisor from the firms of transaction advisors empanelled by IPA for carrying out legal, technical and financial transactions for the proposals of mechanization of berth no. 3 on DBFOT basis at Haldia Dock Complex, at Haldia, Dist. Purba Medinipur, West Bengal.

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, constitution of which has been described in the Proposal*), satisfy the terms and conditions laid down in the tender document.

I/We have agreed that (insert Applicant's name) will act as the Lead Member of our consortium.

I/We have agreed that (insert individual's name) will act as our Authorised Representative/ will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

*Please strike out whichever is not applicable.

Appendix 5
POWER OF ATTORNEY
TO WHOMSOEVER IT MAY CONCERN

Dated: -----

Mr (Name of the Person(s)), domiciled at
..... (Address), acting as.....
(Designation and name of the company), and whose signature is attested below,
is hereby appointed as the Lead member and authorized on behalf of
..... (Name of the bidder) to provide information
and respond to enquiries etc as may be required by the Employer for the project of
(Project title) and is hereby further
authorized to sign and file relevant documents in respect of the above.

(Attested signature of Mr.....)

For.....

(Name & designation of the member of joint venture/Consortium)

Individual power of attorney for signing the Joint Venture / Consortium shall be
submitted in the above format separately by each bidder.

Appendix 6
DRAFT INTEGRITY PACT

(The Integrity Pact agreement shall be executed in Rs 100/- non judicial stamp paper and shall be enclosed along with original financial instrument and reach Haldia Dock Complex,Kolkata port Trust (HDC,KoPT) corresponding address before opening Technical bid as per date and time given in the tender document)

GENERAL

This pre-contract Agreement (herein after called the Integrity Pact)

BETWEEN

Haldia Dock Complex,Kolkata port Trust, represented by the General Manager (Engineering) HDC,KoPT, Haldia hereinafter referred to as “THE PRINCIPAL” / “EMPLOYER”

AND

.....
.....represented by
Shri..... hereinafter referred to as
“The BIDDER / CONTRACTOR”.

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for (Name of the Contract / Project / Stores equipment / item). The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with the Bidder/s and Contractor/s.

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

NOW, THEREFORE,

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

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

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

Commitments of the PRINCIPAL/EMPLOYER

The PRINCIPAL/EMPLOYER undertakes that no official of the Principal/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 / CONTRACTOR, either for themselves or for any person, organization 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.

The PRINCIPAL/EMPLOYER will, during the pre-contract stage, treat all BIDDERS / CONTRACTORS alike, and will provide to all BIDDERS / CONTRACTORS the same information and will not provide any such information to any particular BIDDER / CONTRACTOR which could afford an advantage to

that particular BIDDER / CONTRACTOR in comparison to other BIDDER / CONTRACTOR and could obtain an advantage in relation to the RFP bid process or the contract execution.

All the officials of the PRINCIPAL/EMPLOYER will report to the Chairman cum Managing Director / Chief Vigilance Officer of **Haldia Dock Complex, Kolkata port Trust** any attempted or completed breaches of the above commitments as well as any substantial, suspicion of such a breach.

If the PRINCIPAL/EMPLOYER obtains information on the conduct of any of its employees with full and verifiable facts and the same is prima facie found to be correct which is a criminal offence under the Indian Penal Code / Prevention of Corruption Act, or if there be a substantive suspicion in this regard, the Principal will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

Commitments of the BIDDER / CONTRACTOR

The Bidder / Contractor commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the bid process and during the post contract stage.

- i. The Bidder /Contractor will not enter with other Bidder / Contractors 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 bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- ii. The Bidder/Contractor will not commit any offence under the Indian Penal Code, 1860 / Prevention of Corruption Act, 1988 further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

iii. The Bidder / Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or any other advantage, commission, fees, brokerage or inducement to any official of the Principal/Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

iv. The Bidder/Contractor further undertakes that it has not given, offered or promised to give directly or indirect any bribe, gift, consideration, reward, favour, any material or immaterial benefit or any other advantage, commission, fees, brokerage or inducement to any official of the Principal/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 Principal for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Principal.

v. The Bidder / Contractor of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any.

vi. Bidder / Contractors shall disclose the payments to be made by them to agents or any other intermediary, in connection with this bid/contract.

vii. The Bidder / Contractor further confirms and declares to the Principal/Employer that the Bidder / Contractor is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Principal/Employer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder / Contractor, 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.

viii. The Bidder / Contractor, 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 Principal/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.

ix. The Bidder / Contractor 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.

x. The Bidder / Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

xi. The Bidder / Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal/Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertakes to exercise due and adequate care lest any such information is divulged.

xii. The Bidder / Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

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

xiv. If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Principal/Employer, or alternatively, if any relative of an officer of the Principal/Employer has financial interest / stake in the Bidder / Contractor's firm, the same shall be disclosed by the Bidder / Contractor at the time of filing of bid. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

xv. The Bidder / Contractor 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 Principal/Employer.

Previous Transgression

The Bidder / Contractor 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 Enterprises in India or any Government Department in India that could justify Bidder / Contractor's exclusion from the bid process. If the Bidder / Contractor makes incorrect statement on this subject, the Bidder / Contractor can be disqualified from the bid process or the contract, if already awarded, can be terminated for such reason.

Sanction for Violations

Any breach of the aforesaid provisions by the Bidder / Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder / Contractor shall entitle the Principal / 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 / CONTRACTOR, However, the proceedings with the other BIDDER / CONTRACTOR (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 PRINCIPAL/EMPLOYER and the PRINCIPAL/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 / CONTRACTOR.
- (iv) To recover all sums already paid by the PRINCIPAL/EMPLOYER, and in case of an Indian BIDDER / CONTRACTOR with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India , while in case of a BIDDER / CONTRACTOR from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER / CONTRACTOR from the PRINCIPAL/EMPLOYER in connection with any other

contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER / CONTRACTOR, in order to recover the payments, already made by the PRINCIPAL/EMPLOYER, along with interest.

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

(vii) To debar the BIDDER / CONTRACTOR from participating in future bidding processes of the Principal for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL/EMPLOYER.

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

(ix) In cases where irrecoverable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL/EMPLOYER with the BIDDER / CONTRACTOR, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the PRINCIPAL / EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

(xi) The Bidder / Contractor accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is

taken. This undertaking is given freely and after obtaining independent legal advice.

(xii) If the Bidder / Contractor can prove that he has restored /recouped the damage caused by him and has installed a suitable corruption prevention system, in such a case, it will be discretion of the Principal to revoke the exclusion prematurely.

(xiii) The PRINCIPAL/EMPLOYER will be entitled to take all or any of the actions mentioned at Para (i) to (xii) above of this Pact also on the Commission by the BIDDER / CONTRACTOR or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER / CONTRACTOR), 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.

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

Fall Clause

The BIDDER / CONTRACTOR undertakes that it has not supplied / is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Govt. of India or PSU and if it is found at any stage that similar product / systems or subsystems was supplied by the BIDDER / CONTRACTOR to the Principal 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 / CONTRACTOR to the PRINCIPAL / EMPLOYER, if the contract has already been concluded.

Independent Monitors

The Principal / Employer has appointed two Independent External Monitors

(hereinafter referred to as Monitors)

1. Mr. Subhashish Sarkar, IPoS (Retd.),

Flat No. 406, Block- III,
Kriti Apartments, Mayur Vihar Phase – I Extension,
New Delhi – 110091.
Mobile : +91-9811707230
Email: subhashishsarkar53@yahoo.com

2. Mr. Bulbul Sen, IRS (Retd.),

B-104 Naintara Apts.,
Block – 8B, Sec.- 7,
Dwarka,
New Delhi - 110075
Email:psensarkar@gmail.com

(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 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 project / procurement, including minutes of meetings.

(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 **Haldia Dock Complex, Kolkata port Trust**.

(e) The BIDDER / CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the PRINCIPAL including that provided by the BIDDER / CONTRACTOR. The BIDDER / CONTRACTOR will also grant the Monitor, upon his request and demonstration of a valid interest unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. 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 Project 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 **Haldia Dock Complex, 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.

(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 Indian Penal Code, 1860 / Prevention of Corruption Act, 1988 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.

Facilitation of Investigation

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

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

Other Provisions

Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

Law and Place of Jurisdiction

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

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.

Validity

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 PRINCIPAL and the Bidder

/ Contractor including warranty period whichever is later. In case Bidder / Contractor is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the **Haldia Dock Complex, Kolkata port Trust**. 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.

Equal treatment of all Bidders / Contractors /Sub-Contractors

- (a) The Bidder / Contractor undertake to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (b) The Principal will enter into agreements with identical conditions as this one with all Bidders / Contractors and Sub-Contractors.
- (c) The Principal will disqualify from the bid process all Bidder / Contractors who do not sign this pact or violate its provisions.

The parties hereby sign this Integrity Pact at _____ on _____.

The Principal represented BIDDER / CONTRACTOR by the
Chairman, KoPT

Name of the Officer

Name

Designation

Designation

Witness 1

Witness 1

Name & address

Name & address

Witness 2

Witness 2

Name & address

Name & address

Place:

Place:

Date:

Date

Appendix 7
E- PAYMENT FORM

To
General Manager (Finance)I/C,
Jawahar Tower,
Haldia Dock Complex,
Haldia
West-Bengal- 721607

Through: General Manager (Engineering)

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	GST Registration No.	

Yours Sincerely

(Signature of Consultant)

Appendix 8

BANK GUARANTEE FOR PERFORMANCE GUARANTEE

[To be submitted on Non-judicial Stamp Paper of worth not less than INR 50.00]

To
The Board of Trustees,
for the Port of Kolkata.

BANK GUARANTEE NO..... DATE.....

Name of Issuing Bank.....

Name of Branch.....

Address.....

In consideration of the **Board of Trustees for the Port of Kolkata**, a body corporate – duly constituted under the Major Port Trusts Act, 1963 (Act 38 of 1963), (hereinafter referred to as “**The Trustees**”) having awarded to Shri / Messrs a Proprietary/ Partnership/Limited / Registered Company, having its Registered Office at (hereinafter referred to as “**The Contractor**”, which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), a **CONTRACT** by issue of Trustees’ Work Order No. //...../O-..... dated for **Appointment of Transaction Advisor from the firms of transaction advisors empanelled by IPA for carrying out legal, technical and financial transactions for the proposals of mechanization of berth no. 3 on DBFOT basis at Haldia Dock Complex, at Haldia, Dist. Purba Medinipur, West Bengal** and the same having been unequivocally accepted by the Contractor resulting in a **CONTRACT** bearing No. **GM(Engg)/.../...../AGMT/...../.....** and the Contractor having agreed to provide a **BANK GUARANTEE** from a Nationalized / Scheduled Bank of India, in prescribed format for **Rs. (Indian Rupees)** only, for the faithful and satisfactory performance of the entire contract .

- 1 We, ... Branch, Kolkata/Haldia, do, on the advice of the Contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of **Rs (Indian Rupees)** only. We, Branch, Kolkata ... /Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, we, Branch, Kolkata/Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Kolkata Port Trust", without any demur. Even if there be any dispute between the Contractor and the Trustees, this would be no ground for us,

..... (Name of Bank),
 Branch, Kolkata/Haldia, to decline to honour
 the Bank Guarantee in the manner aforesaid. The very fact that we,
Branch, Kolkata...../Haldia, decline or fail or neglect to honour
 the Bank Guarantee in the manner aforesaid, shall constitute sufficient reason for the Trustees
 to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the
 Contractor.

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

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

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

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

- 5 We, Branch, Kolkata .../Haldia do also agree that the
. Trustees at their option shall be entitled to enforce this Guarantee against us
....Branch, Kolkata .../Haldia as principal debtor in the first instance
without producing against the Contractor and notwithstanding any security or other guarantee
that the Trustees may have in relation to the Contractor's liabilities.
- 6 We,..... Branch, Kolkata.../Haldia, lastly
. undertake not to revoke this Bank Guarantee during its currency except with the previous
consent of the Trustees in writing.

SIGNATURE... ..

NAME.....

DESIGNATION.....

(Duly constituted attorney for and on behalf of)

BANK.....

BRANCH... ..

KOLKATA.../HALDIA

(OFFICIAL SEAL OF THE BANK)

Appendix 9

FORM OF AGREEMENT

(TO BE SUBMITTED ON NON-Stamp Paper of worth not less than INR 50.00)

CONTRACT NO. : GM(E)/...../ /AGMT/...../.....

TENDER REFERENCE:

RFP No. : DM(P&E)/1045/T/57/2019-20

E- Tender No. : 2019_KoPT_519879

For

Appointment of Transaction Advisor from the firms of transaction advisors empanelled by IPA for carrying out legal, technical and financial transactions for the proposals of mechanization of berth no. 3 on DBFOT basis at Haldia Dock Complex, at Haldia, Dist. Purba Medinipur, West Bengal

ORDER REFERENCE:/..... /...../O-... *dated*
.....

This agreement made this day of , Two thousand

BETWEEN

The Board of Trustees for the Port of Kolkata, a body corporate -- constituted by the Major Port Trust Act, 1963 (hereinafter called the ‘**Trustees**’, which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part

AND

..... (hereinafter called the ‘**Contractor**’, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part

[Together hereinafter the ‘**Parties**’]

WHEREAS

The Trustees are desirous that certain works should be executed by the Contractor, viz. **Transaction Advisor** for carrying out legal, technical and financial transactions for the proposals of mechanization of berth no. 3 at Haldia Dock Complex and have accepted a Bid / offer by the Contractor for execution, completion and maintenance of such works, including remedying any defects therein, during the Defect Liability Period.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words expressions shall

NOW THIS AGREEMENT WITNESSETH as follows :

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in **Conditions of Contract** hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement :
 - a) The said bid / offer.
 - b) The Letter of Acceptance of the bid /offer [vide Order No./...../O-... dated]
 - c) The Conditions of Contract and **Technical Specification** [all terms and conditions of Tender No. DM(P&E)/1045/T/57/2019-20].
 - d) Addenda [Please insert Addenda Nos.]
 - e) “Price Comparative Statement”, showing the prices quoted (electronically, through the website of CPPP Ltd.) by the Successful Bidder, in the Price Bid.
 - f) All correspondence, by which the contract is added, amended, varied or modified, in any way, by mutual consent.
3. In Consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Trustees to execute, complete & maintain the work, including remedy any defects therein (during the Defect Liability Period”), in conformity with the provisions of the Contract, in all respects.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

The parties hereunto affixed their respective Common Seals (or have hereunto set their respective hands and seals).

For and on behalf of

HALDIA DOCK COMPLEX
KOLKATA PORT TRUST
(TRUSTEES)

SEAL

In presence of

For and on behalf of

(CONTRACTOR)

SEAL

In presence of

Part II
Appendix 10

Un-Priced Bill of Quantities (BOQ)/Price Schedule
(To be uploaded by filling the applicable GST only)

Appointment of Transaction Advisor from the firms of transaction advisors empanelled by IPA for carrying out legal, technical and financial transactions for the proposals of mechanization of berth no. 3 on DBFOT basis at Haldia Dock Complex, at Haldia, Dist. Purba Medinipur, West Bengal

Sl. No.	Description	Rate excluding GST(in Rs)
01	Consultancy Services of Transaction Advisor for PPP project of Mechanization of Berth 3 of HDC as per scope of work in TOR (Terms of Reference).	To be Filled Online through CPPP portal

Applicable GST:.....

Annexure – 1
Technical Details of PPP Project of Mechanization of Berth at HDC

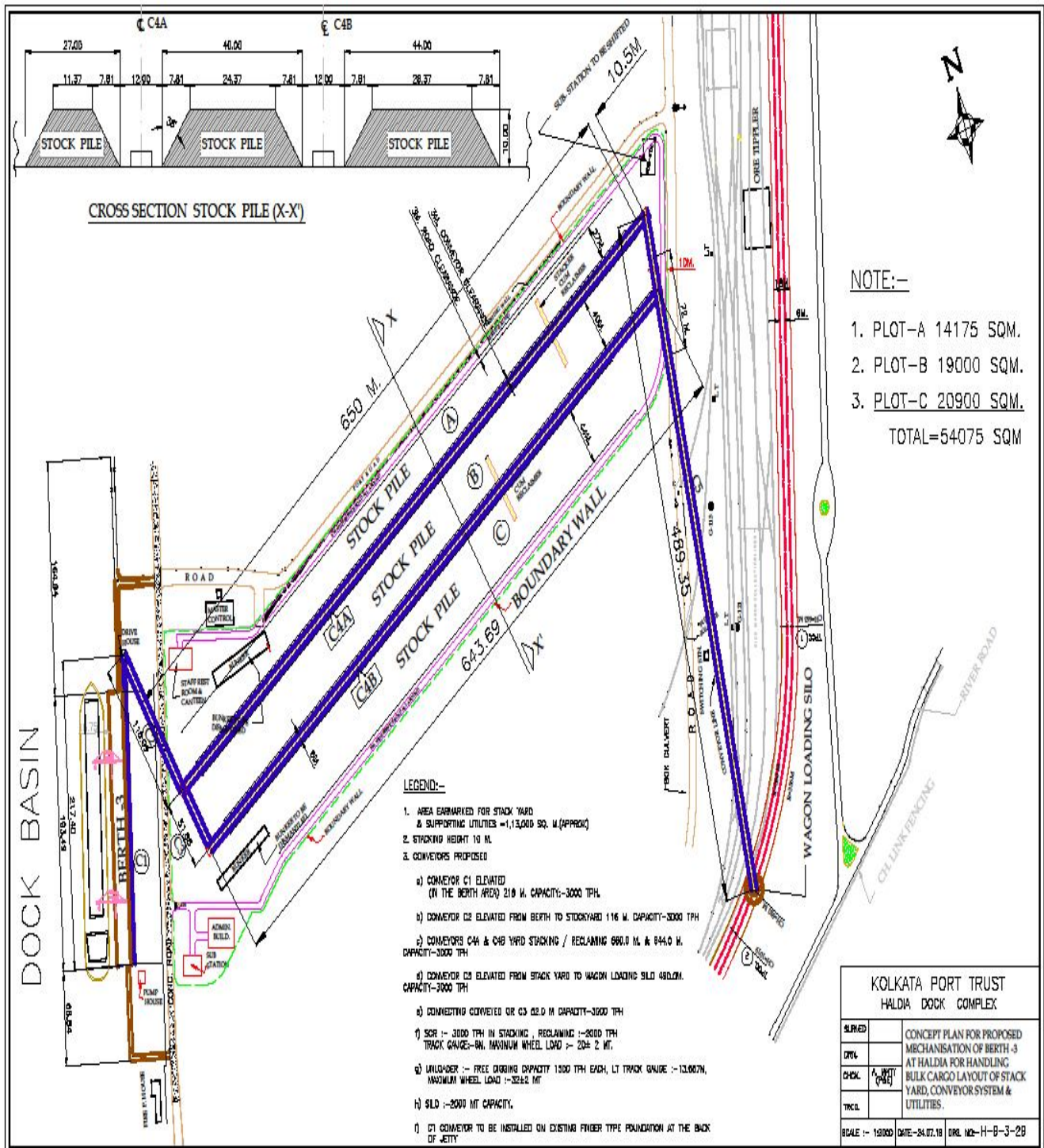
1 SYSTEM DESCRIPTION

Berth no-3 at Haldia Dock has a length of 337 m across extreme mooring. The loading platform has a length of 193 m and width of 15.75 m. The berth can handle Panamax vessel up to LOA 230 m and an average parcel size 24000 MT. The existing rail span is 13.687 m and wheel load 32 +/- 2 MT to be used for designing the rail mounted gantry type grab unloaders.

The coal/coking coal unloaded by the two ship unloaders of capacity 1500 TPH each and will be discharged into a single dock conveyor (C1) of capacity 3000 TPH to be installed on the rear side of the main berth or existing foundation of demolished tripper conveyor.

The coal from the Dock Conveyor will be conveyed through an elevated conveyor (C2) behind berth no-3 and to be fed either to yard conveyors (C4A) or to conveyor C3, which in turn will feed to yard conveyor (C4B). All the conveyors shall have capacity 3000 TPH. The yard conveyors (C4A & C4B) shall have two Stacker cum Reclaimer (SCR) with bypass arrangement having capacity 3000 TPH stacking and reclaiming.

The bulk material handling facility at berth no.3 involves unloading from ships via ship- unloaders, stacking and reclaiming by stackers and reclaimer and loading into wagons by rapid wagon loading system including Electrical work. The material is conveyed from berth up to wagon loading system by belt conveyors and via miscellaneous safety, health and environmental accessories etc.



The ship unloaders will be mounted on the berth-3 for handling bulk cargo mainly coal from ships ranging up to 80.000 DWT.

The grab will pick-up the cargo from the ship's hold and will discharge onto on-board hopper of the unloader. Material from the hopper will be fed to the on-board cross conveyor by a vibrating feeder for discharging to the berth conveyor. Unloader will be provided with features to have effective control of fugitive dust

emissions particularly due to sea blowing winds. On board hopper will be covered on the three sides with sheeting and at the grab entry point minimum opening size necessary for grab entry will be provided with air curtains. At belt feeder discharge point enclosure supported on rails for dust containment will be provided. Material from the elevated berth conveyor will be transported to the plant by a system of belt conveyors.

The receipt of coal to wagon loading system shall be by either of the following paths:

- Coal evacuated by unloaders from ship shall be directly conveyed to storage silo of wagon loading system through series of conveyor (C1, C2, C3, C4A/ C4B, and C5) bypassing stacking.
- Stacked material at yard shall be reclaimed by reclaimer mounted on C4B conveyor or stacker cum reclaimer machine mounted on C4A conveyor for conveying it to the wagon loading storage silo via conveyors C4 and C5.

The feed to the storage silo of the system shall be by a single stream of conveyor (by others) with dual drive of 100% rating conveying at a peak rated capacity of 3000tph and average capacity of 1800tph.

The rapid wagon loading system shall be a computer controlled-automatic and operator attended-semi-automatic, weighing and loading system capable of loading each rake at loading rates up to 4000 TPH. The loading station shall be located over rail track for loading of coal in rakes. System shall consist of a 2000 ton capacity SILO having four openings with gates for loading into one pre weigh bin. Hydraulic system shall be provided for the operation of loading, discharge gates and telescopic chutes. The entire telescopic chute arrangement shall be made compatible for the handling of rake by electric engine. The rapid load out system shall have arrangement such that pre-weighed quantity of coal is discharged into each wagon and the individual weighment is recorded automatically.

The system shall be capable of loading all types of BOB and BOX wagons. The rake shall be hauled at a creep speed of 0.6 – 0.8km/hr. Each rake consists of 58-60 wagons each of maximum 71T capacity including heap. The rake shall be hauled by diesel locomotive/ electric locomotive. Each wagon shall be loaded in one minute. The vertical and horizontal railway clearances shall be as per the requirement of Indian Railways.

Unidirectional shuttle / belt feeder shall be provided below the pre-weigh hopper for evacuating the residual cargo from silo to ground. Further coal dumped over ground shall be loaded into trucks by pay loaders

Dust extraction system shall be provided for suction of dust at the discharge hood of feeding conveyor and between the pre-weigh hopper and silo to allow displaced air from the weigh bin to be captured and prevent dust escaping from the system.

Air blasters shall be provided on the sloping surface of silo for trouble free flow of material from silo.

Adequate no. of heat sensors shall be provided in the silo for detecting any local heating and to give a warning in the loading control room and at the main control room

Minimum clearance of 1000mm shall always be provided from any equipment / structure / pedestal inside the building. The clear distance between the floors shall be minimum 3200mm (bottom of beam) and the headroom shall be suitable for handling / removing the equipment.

Auxiliary equipment like, air compressor with dryer & receiver, in-motion weigh-bridge, spray nozzles at telescopic chute and shuttle belt feeder discharge chute, air conditioning and ventilation in the switchgear cum control room located within the system, etc. shall be provided.

Adequate number of hoists (manual / electrical) with trolleys and monorails shall be provided for handling the equipment / components, etc.

Fire detection, alarm and firefighting system, service water, potable water, service air shall be provided by others, however provision shall be made in the rapid wagon loading system (like structural supports, inserts etc.) as per requirement for the same.

The coal from the Stack yard reclaimed by either SCR-1 or SCR-2 (in reclaiming mode) will be conveyed to conveyor C5 through the respective yard conveyors. The conveyor C5 shall feed to a stationery SILO of 2000 MT for subsequent loading in Wagon Pushed by a Locomotive (by others)

in Rapid Wagon Loading system. The entire loading will be done by 1.25 Hr.

To meet the safety requirements necessary hydrant type firefighting system for entire battery limit, MVWS in the conveyor galleries, dust suppression system at stock yard and conveyor feed points, ventilation & air-conditioning systems in electrical substation and other buildings, service water & potable water system shall be provided.

The electrical, instrumentation & automation along with the substation for the entire Material Handling System shall be provided to suit the requirement.

Necessary rail line for the rapid loading system shall be quoted separately as per requirement.

Operation & Maintenance for smooth running of system along with spares and consumables for initial two years has been quoted separately.

Note: Refer material flow diagram attached elsewhere in the document.

2 MECHANICAL

2.1 SHIP UNLOADER

The grab type unloader of suitable capacity will transfer coal / coke from the ship to the material handling on the jetty or wharf. The cargo is unloaded with a mechanical grab. A clamshell bucket, typically controlled by winches and wire rope, digs and hoists materials from the transport vessel, lifting and discharging it into an on-board hopper. As this process is repeated, feeders at the hopper discharge will load the material onto a dock conveyor C1 for transporting to subsequent conveyor system.

2.1.1 SPECIFIED DESIGN DATA – SHIP UNLOADER

Sl.No	Description	Technical specification
1	Equipment Quantity	2 No's ship unloader (suitable to cater to the existing rail centre 13.687m)
2	Cargo / Material handled	Coal (as specified)
3	Rated unloading capacity	1500 TPH [for each M/C]
4	Cream digging rate [approx.]	1500TPH [for each M/C]

Sl.No	Description	Technical specification
5	Cycles per hour	Minimum 40 cycles / hour. (Bidder to submit the calculation along with the bid to substantiate cycle time and unloading capacity)
6	Grab capacity	35 cum. (maximum)
7	Ship size / Vessel	80,000 DWT / PANAMAX. LOA 230 m and Handymax with average parcel size 24000MT
8	Belt Feeder	<ul style="list-style-type: none"> • Belt width – suitable to handle • The rated capacity . • Minimum 30° trough x 3 roll with long center roll • Return side – Two roll flat type
9	No x Berth Rail size x Rail centers	2 x CR 80 /100 and 13.687 m centers (for the Grab Unloader).
10	Outreach from center of Jetty side rail	Suitable to handle Panamax Vessel upto 32.3 m beam.
11	Operating Speeds (approx.) <ol style="list-style-type: none"> Hoisting Speed Lowering Speed Closing Trolley travel 	To suit the number of cycle per hour on rated capacity of 1500 TPH. 140 to 160 m/min 180 to 200 m/min 150m/min 200 to 240 m/min
12	Boom Hoisting Speed	To suit the number of cycle per hour on rated capacity of 1500 TPH.
13	Bridge long travel speed	0 –40 m/min infinitely variable in both directions (AC sq. cage – VVFC). Higher speed shall generally be used for hatch change and travelling to the anchorage under operating condition.
14	Max. Wheel Load	32 +/- 2 Tonnes (operating/storm)
15	Design criteria for wind speed <ol style="list-style-type: none"> Normal unloading operation Long travel to storm anchoring Rail Clamp in position Storm anchoring in position 	20 m/s 24 m/s 36 m/s Max 63 m/s
16	Stability Factor (min.)	<input type="checkbox"/> Based on FEM Standard
17	Long travel track gauge	13.687 M

Sl.No	Description	Technical specification
18	Elevator	One for each machine of minimum 400Kgs payload capacity.
19	Anti-collision switch	To be provided for both machines

2.1.2 CODES AND SPECIFICATIONS

The specific codes / standards followed for the design of the system are as below:

IS 13082 – 1991 (part-1)	Ship unloader gantry mounted grab type- Code of practice for design manufacture and erection
IS 13082 – 1991 (part-2)	Ship unloader gantry mounted grab type- Code of practice for design manufacture and erection
IS 13082 – 1991 (part-3)	Ship unloader gantry mounted grab type- Code of practice for design manufacture and erection
CEMA	Belt conveyors for bulk materials
IS: 1891 - 1994	Conveyor and Elevator Textile Belting – Specification - Part 1 General Purpose Belting
IS 1891 : Part 5 : 1993	Conveyor and elevator textile belting - Specification: Part 5 Fire resistant belting for surface application
IS:8531-1986	Specification for Pulleys for Belt conveyors
IS:8598 - 1987	Specification for Idlers and idlers set for belt conveyors
IS 9295 - 1983	Steel tubes for Idlers for Belt conveyors
IS 13148-1991	Code of construction of structural works.
IS 3938 : 1983	Specification for Electric Wire Rope Hoists
IS:2062 - 2011	Steel for general structural purposes.
IS 7155 (part 3): 1990	Code of Recommended Practice for Conveyor Safety
IS 807	Code of practice for design, manufacture, erection and testing (structural portion) of cranes and hoists.
IS 816	Code of practice for use of metal arc welding for general construction in mild steel.
IS 2266	Steel wire ropes for general engineering purposes.

IS 2327	Straight sided splines for cylindrical shafts with internal centering-dimensions, tolerances and verification.
IS 2610	Power transmission straight-sided splines for machine tools-dimensions.
IS 1835	Specification for Round steel wire for ropes
IS 7847	General Characteristic of Lifting hook.
IS 3815	Specification for point hook with shank
IS : 15560-2005	Specification for point Hook with Shank up to 160 tons
IS:1940-1-1986	Mechanical vibration – Balance quality requirements of rigid Rotors-Part-1-Determination of permissible residual unbalance
VDI 2056:1964	Standards Of Evaluation For Mechanical Vibrations Of Machines
OSHA	Occupational Safety & Health Administration
ASHRAE: 2007	HVAC applications
IS 3177-1999	Code of practice for electric overhead travelling cranes and gantry cranes
IS 1136-2008	Preferred sizes for wrought metal products
IS 3443-1980	Crane rail sections

Any other Regulation and safety codes related to design, construction & operation of the ship unloader machine.

2.1.3 FEM Standard for unloader:

Operation	Class of Mechanism	State of Loading
Long travel	M8	L4
Load hoisting and grabbing	M8	L4
Trolley travel/boom luffing	M8	L4



GANTRY GRAB UNLOADER

2.2 BELT CONVEYOR SYSTEM

SL No	ITEM PARTICULARS	Capacity (TPH) (RATED / DESIGN)	Appx. length (horizontal) for each Conv (m)
1	Dock belt Conveyor C1	3000/3300	220
2	Elevated conveyor C2	3000/3300	120
2	Elevated conveyor C3	3000/3300	60
3	Yard conveyor (C4A & C4B)	3000/3300	660 each
4	Conveyor from yard Conveyor to SILO (C5)	3000/3300	490

NOTES:

- All above conveyors are complete with belting (NN / EP / Steel cord type , as required), idlers, pulleys, gearboxes, high speed couplings, low speed couplings, brakes (Electro Hydraulic Thruster brakes), external scrapers (Pre scraper + main scraper), internal scrapers, all technological structures & deck plates (min. 3 mm thick plate for all conveyors throughout the conveyor length), pulley guards, coupling guards, take up arrangement (VGTU/HGTU/Screw take up as required) complete with TU frame, TU guides, counter-weights, TU guards etc.

2. The data of various conveyors as listed above are tentative and shall be finalized during detail engineering.
--

2.3 CONVEYOR ACCESSORIES:

SL No	ITEM PARTICULARS	Location	Brief Technical Description
1	Belt Scale	On Conveyor	Suitable to measure the capacity of the conveyor and shall be strain gauge load cell type
2	Metal Detector	On Conveyor	Suitable to locate/identify the presence of non-ferrous item
2	Flap Gate	At Discharge Chute	Suitable for discharging material to either of the two conveyors
3	ILMS	At Discharge Chute	To detect and remove tramp iron pieces for protecting the belt
4	Level Gauge at Loading Silo	At Silo	Suitable to measure the high and low material level of the silo
5	Manual Hoist	All TPs & Bldgs	For weight up to 3 Ton and Lift of 5 M
6	Electric Hoist	All TPs & Bldgs	For weight more than 3 Ton and Lift greater than 5 M
7	Belt Vulcanizing Machine	For conveyor belt	Suitable for 1800mm belt width
8	Lift	Silo complex	1 Ton capacity suitable for maintenance
9	Tools & tackles	For Maintenance	Suitable for maintenance of conveyor system
10	Commissioning spares	For Maintenance	Suitable for maintenance of conveyor system
11	Mandatory Spares	For Maintenance	Suitable for maintenance of conveyor system
12	First fill of lubricant	For Maintenance	Suitable for maintenance of conveyor system

2.4 RAPID WAGON LOADING SILO

2.4.1 TECHNICAL DATA

Rapid Wagon Loading type of loading system consists of RCC storage silo of 2000 MT, a bin below the silo and the loading chute. This silo will be constructed directly over the rail track. The rake will be moving below the loading

chute at a constant speed while material will be discharged into the wagons.



SL.NO	DESCRIPTION	UNITS	DATA
A)	Rapid Wagon Loading System	Please refer attached scheme.	
1	Wagon loading rate	TPH	4000
2	Upstream conveyor feeding rate	TPH	3000
3	Silo		
a	Storage capacity	Ton	2000
b	No. of outlets of silo	No.	Four (4)
c	Silo slope angle	Deg	70 ⁰ to horizontal (minimum)
d	Diameter of silo	m	To be provided by the bidder.
e	MOC of silo		M.S main plate and SS409 liner plate on sloping surface. Liner plate to be plug welded to mother plate.
4	Maintenance gates		
a	Purpose	-	Isolation and maintenance of downstream system/equipment

b	No. of gates	No.	Four (4)
c	Location	-	Bottom of silo
d	MOC of gate	-	Gate frame shall be structural channel of suitable size. Slide doors shall be MS plates with abrasion resistance steel liner of 360BHN. Liner plate to be plug welded to mother plate.
e	Operation	-	Portable hydraulic system

STACKER RECLAIMER

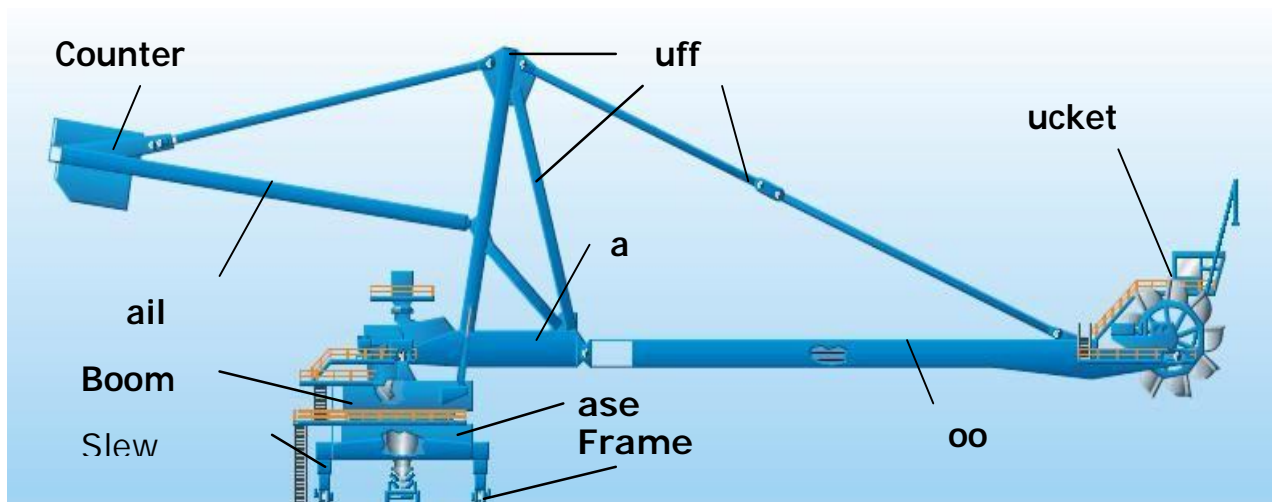
In Bulk Material Handling industry equipment such as Stacker, Reclaimer, Stacker cum Reclaimer etc. are essential for efficient stockpile management. L&T's Reclaimers and Stacker-reclaimers are custom designed and it incorporates the latest technological advancement in material handling sector. The design & analysis is done with complete in-house capability using state-of-art finite element analysis to build tailor made system suitable for specific customer requirement. These value added, cost-effective & world class machines are constantly ensuring efficient operation, long service life, and minimum running cost, optimum civil foundation cost & substantial power savings to our customers.



MACHINE DESCRIPTION

Stacker Reclaimer is a machine that stacks or stores materials in the stockyard and reclaim the same as and when required by means of a Bucket Wheel. The machine comprises of the following major components: Wheel Bogie system, Compensating Beam, Base Frame, Slew Deck, Mast, Boom, Bucket Wheel, Tail Boom & Tripper Structure. The total weight of the machine varies from 400 to 1000 MT depending on size & capacity.

SCHEMATIC ARRANGEMENT OF STACKER RECLAIMER



ASSUMPTIONS

1. All the machine mounted Electrics & Instruments including travel mid-point electrical Equipment are suitable for non-hazardous classified area only.
2. No additional system is considered in L&T scope on machine which is not mentioned in the Technical offer or not mandatory for complete operation of the machine.
3. No CCTV system is considered on machine.



‘Technical Specification’

1. Technical parameters of Stacker-cum-reclaimer:

Rail-mounted, self-propelled, luffable, slewable, Boom-type Stacker-cum-Bucket Wheel Reclaimer, complete with Electrical, etc., for operating with a unidirectional Yard Conveyor, with provision for by-pass feeding, shall be supplied as per the given specification. The main characteristics of the machine shall be as follows:

- | | | | |
|----|--|---|---|
| 1 | Type | : | Rail-mounted, self-propelled, luffable, slewable, Boom-type Stacker-cum-Bucket Wheel Reclaimer, complete with Electrical, etc., for operating with a unidirectional Yard Conveyor, with provision for by-pass feeding. |
| 2 | Quantity | : | 2 (one) no. |
| 3 | Material to be handled | : | Coal
Lump size: (-) 300 mm
Bulk Density: 800 kg/m ³
Angle of Repose: 37° |
| 4 | Capacity (MTPH) | : | <u>Stacking</u> –
Rated: 3000 MTPH
<u>Reclaiming</u> –
Rated: 2000 MTPH |
| 5 | Boom length (m) | : | 30 m
[Slew Centre to Axis of Rotation of Bucket Wheel] |
| 6 | Track Gauge | : | 6 m |
| 7 | Track Rail type & size | : | CR 80 |
| 8 | Duty | : | Continuous, 20 hours a day, 350 days a year.
For design criteria, please refer table below. |
| 9 | Power Supply | : | 3.3 kV, 3 Phase, 50 Hz, through Flexible Cables and Cable Reeling Drums. |
| 10 | Cable length on cable reel | : | 350 m + 4 Coils |
| 11 | Power Cable Reeling Drum (PCRD) | : | Motor-operated, Barrel type. |
| 12 | Travel speed | : | Step less: 3 – 20 m/min |
| 13 | Slew speed/range | : | 0.09 to 0.20 rpm (approx.)
105° on either side, from centre line of track.
Slew Bearing shall be of Rothe Erde, Germany make. |
| 14 | Luffing mechanism | : | |
| | a) Range | : | Should be capable of reclaiming 1 m below the Rail level and 10 m above the Rail Level . Reclaiming level should be considered as the bottom of the Bucket Wheel. Range shall be suitable for making the specified pile cross section. However, inclination of more than $\pm 14^\circ$ is not acceptable. |
| | b) Drive | : | Electro-Hydraulic. |
| | c) Boom luff Cylinder type/Designation | : | Clevis-mounted heavy duty repairable construction type. |
| | d) No. of Cylinder | : | 2 (Two) |
| | e) Power pack pump type | : | Variable displacement pump shall be of axial piston type. |
| 15 | Length of the stock pile | : | 650 m |
| 16 | Cross section of the stock pile | : | Trapezoidal |
| 17 | Bottom width of the stock | : | 27 m, 40m, 44 m |

- pile
- 18 a) Height of the stock pile : 10.0 m above Rail level
~ 11.0 m above Yard level
 - 19 Bucket Wheel :
 1. Type : Cell less
 2. Diameter : To suit height of the stockpile, capacity of the machine, luffing range and all other relevant parameters.
 3. Type of drive/motion : The Bucket Wheel drive shall be **Direct Hydraulic Drive, without any Gear Box**. The Bucket Wheel drive shall be of **reversible** type to facilitate withdrawal of Wheels in the event of excessive under cutting.
 4. The speed range of the Bucket Wheel should be selected such that the reclaimed material is discharged onto the slope chute efficiently, at all speeds of the selected speed range.
 5. The Cutting Edge/Lip shall be made of highly wear resistant Steel having hard faced surface. The minimum hardness of replaceable Liner shall be 350 BHN.
 6. **Push-back type Trailing Tripper**, with suitable arrangement for changing from stacking mode to reclaiming mode and vice versa, to be considered.

This would mean suitable provision for feeding of cargo directly from the Trailing Tripper to the Yard Conveyor as well as from the Trailing Tripper to the Boom Conveyor (during stacking operation). Moreover, suitable provision should be kept for feeding the reclaimed cargo from the Boom Conveyor to the Yard Conveyor.
 - 20 Travel mechanism :
 - a) Type of support : 3 (Three) Point, 4 (Four) Corner
 - b) Wheel spacing : Not less than 1.5 times Wheel diameter.
 - c) Drive : The Gantry Drives should be designed for **near-continuous** and **intermittent** operation. **Electro-Mechanical** type Gantry Drive with **VVVF (Flux & Vector Control)** type Speed Control should be used.

Number of drives for long travel mechanism shall be decided by the Contractor, taking into account the speed indicated above. The long travel mechanism drive shall be provided with multiple drives on each side. In the event of failure of any drive Motor, the corresponding Motor on the other side shall be automatically disconnected. However, the machine shall be operational with the remaining drives. Minimum 50% of the long travel wheels shall be positively driven.

 - d) Rail Clamp : 2 (two) nos. Electrical + 2 (two) nos. Mechanical Hydraulic release type.
 - e) Buffer type : Spring-operated.
 - f) Wind load : Wind pressure and loads to be calculated using the following values:
 - a) Wind speed at **normal operating condition** – **20 m/sec.**
 - b) Wind speed at **non-operating condition** – **56 m/sec.**
 - g) **Wheel load** for the proposed Stacker-cum-reclaimer shall be restricted to **20.32 MT ± 10% per Wheel (vertically downward)**.
 - h) Jacking point shall be provided at suitable point for replacement of long travel wheel of

Stacker-cum-reclaimer.

- i) **1 (one) no. Lifting Jack** of suitable capacity, complete with **Pumps, Pressure Gauge** and all accessories, to be provided with the Stacker-cum-reclaimer for replacement of long travel wheel.
- 21 Boom Conveyor drive of Electro-mechanical type, with **Hydraulic Jack operated Screw take-up**, shall be considered. Gear Reducer for Boom Conveyor drive shall be Bevel Helical/Helical type.
- 22 The belting and type of Idlers to be provided in the machine shall be as follows:
-
- 23 Control Cable Reeling Drum : Motor – operated, Barrel-type.
(CCRD)
- 24 **Stall Torque Motor** for **PCRD** and **CCRD** may either be of **Demag, Germany** make or **MARK ELEKTRIKS** make. However, for any other make of Stall Torque Motor to be used for PCRD and CCRD, the Contractor shall obtain prior approval from the Engineer, after the said make has duly been recommended by the 3rd Party Inspection Agency.
- Minimum 4 (four) dead turns extra Cable length shall be considered, over and above the travel requirement for the formation/reclamation of stock piles.
- 25 Power Supply available : 3 Phase, 3.3 kV \pm 10%, 50 Hz \pm 5%.
- 26 Walkway of minimum 800 mm width, Grating Floor and Hand Railing shall be provided on both the sides of the Boom Conveyor for maintenance purpose.
- 27 The Boom's hoisting movement upwards shall be restricted to maximum limit to prevent it from damaging the Reclaimer structure. However, provision shall be made to enable the Boom end to be brought to the ground for repair and maintenance by bypassing the Operational Limit Switch that restricts its downward movement.
- The height of the Boom end shall be automatically adjusted to limit the height of the free fall of the discharged materials. The Boom Hoist shall get automatically adjusted so that the height of free fall of material shall not exceed 2 m and shall not be less than 1 m. However, at the start of formation of pile on the ground, the initial height of free fall may be up to 4 m. Central stockpiling shall be possible with all Boom positions.
- 28 Before the stack of material reaches to its topmost height in a particular position, an Audio Visual Signal shall be provided in the Cabin to warn the Operator to plan for shifting of the machine to the next location.
- 29 The machine shall be suitable for reclaiming material from the stock pile of the given cross section by operating from one side of the stock pile.
- 30 Electrical equipment, Electronic equipment (including PLC) and accessories, wherever installed in the machine, shall be provided with Air-conditioning, as per requirement.
- 31 Press To Talk (PTT) system shall be provided.
- 32 Over Travel Device (Non-contact type) shall be provided.

33 **Protection Equipment:**

All machineries shall be provided with fire protection equipment including, but not limited to, the following:

Smoke and Thermal-type Fire Detectors shall be installed in all the Switch Room. A Xenon Flash Lamp or equivalent and Siren warning system shall be installed above the Operator's Cabin.

A fire water pipe work system which shall be installed on the machine and include hydrants hoses and hose reels located to provide coverage of all operating areas. The system shall also include suitable length of hose reel connection for each machines that can be accessed at ground level to manually couple to the nearest 65 NB hydrant connection. The hydrant connection shall be compatible with Indian Standards. The pipe work system shall be galvanized and painted in accordance with this Specification.

Suitable **CO₂ type Fire Extinguishers** are to be provided at the following installations of each machineries:

- a) **Electrical Control Room – 2 (Two) Nos.**
b) **Operator’s Cabin – 1 (One) No.**

2. **Design Criteria:**

Stacker cum Reclaimer

The various machineries, structures, etc. shall be designed as per FEM.1.001 – 3rd edition as detailed below:

<u>Sl. No.</u>	<u>Nature of work</u>	<u>Class of Utilisation</u>	<u>Load Spectrum</u>	<u>Appliance/ Mechanism Class</u>
1.	Steel structures	U8	Q4	A8
2.	Boom Conveyor drive mechanism	T9	L4	M8
3.	Bucket Wheel drive mechanism	T9	L4	M8
4.	Slew mechanism	T8	L4	M8
5.	Long travel mechanism	T7	L4	M8
6.	Luffing mechanism	T7	L4	M8