

**KOLKATA PORT TRUST
General Administration Department
Invites**

**Tenders from prospective Bidders for
“ Comprehensive Facility Management Services
Under General Administration Deptt; Kolkata Port Trust”**

Disclaimer

The information contained in this Notice Inviting Tender (NIT) document or subsequently provided to Bidders, whether verbally or in documentary form by or on behalf of Kolkata Port Trust (“KoPT” or “Client”) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this NIT document and any other terms and conditions subject to which such information is provided.

This NIT document is not an Agreement and is not an offer or invitation to any other party. The purpose of this NIT document is to provide the Bidders with information to assist the formulation of their Proposal/tender submission. This NIT document does not purport to contain all the information each Bidder may require. This NIT document may not be appropriate for all persons, and it is not possible for KoPT and their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder. Certain Bidders may have a better knowledge of the proposed Assignment than others. Each Bidder should conduct its own investigations, studies and analysis, and should check the accuracy, reliability and completeness of the information in this NIT document and obtain independent advice/information from appropriate sources.

KoPT at all times with regard to all the references in this NIT document or any other Addendum attached thereto shall mean Kolkata Port Trust. KoPT and their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the NIT document.

KoPT may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this NIT document at any stage.

This NIT document and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisor). In the event that the recipient does not continue with the involvement in the Assignment in accordance with NIT the information contained in the NIT shall not be divulged to any other party. The information contained in the NIT must be kept confidential.

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NOTICE INVITING TENDER (NIT)

1. General Administration Department of Kolkata Port Trust invites e-Tender from reliable, bonafide and experienced firms with required experience as per Pre-Qualification criteria stipulated in this document under two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) for providing Comprehensive Facility Management Services.
2. General information about KoPT may be seen in the KoPT website www.kolkataporttrust.gov.in. The instant NIT and assignment under it pertains only to Kolkata Dock System of KoPT.
3. Bid Document may be downloaded from KoPT website www.kolkataporttrust.gov.in and CPP portal. Corrigendum or clarifications, if any, shall be hosted on the above mentioned websites.

4. SCHEDULE OF TENDER (SOT)

Tender No	ADMN/T/171 Dated 20.02.2020
MODE OF TENDER	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through CPP Portal.) The intending bidders are required to submit their offer electronically through NIC's CPP Portal for e-Procurement (GePNIC). No physical tender is acceptable by Kolkata Dock System.
(i) Earnest Money Deposit (ii) Tender Cost/Cost of Tender Document	<p>The intending bidders should submit Earnest Money of Rs. 7,50,000/- (Rupees Seven Lakhs Fifty Thousand only).</p> <p>The intending bidders should submit Tender Cost/ Cost of Tender Document of Rs. 2950/- (Rupees Two thousand Nine Hundred Fifty only).</p> <p>“Earnest Money Deposit” and “Tender Cost” of requisite amounts should be in Banker's cheque or Pay Order or Demand Draft from any of the Nationalized/ Scheduled Banks in India having branch in Kolkata and drawn in favour of “Kolkata Port Trust” or in the form of Treasury Receipt of the cash deposit issued by the Treasurer, Kolkata Port Trust, as the case may be.</p> <p>Copy of the DD/Banker's Cheque/Pay Order/TR should be uploaded</p>
Period of Contract	KoPT shall select a Service Provider for Comprehensive Facility Management Services for a period of 3 years from the date of commencement of Contract. The activities/responsibilities of the selected Service Provider may be extended for a further period of 1 year, with mutual consent.
Performance Bank Guarantee / Security Deposit	10 % of Contract Value to be submitted within 15 days of issue of Letter of Award (LoA) by KoPT.

Date of NIT available to parties to download	21.02.2020; 5 PM onwards
Date & time of Pre-bid meeting	03.03.2020 ; 11:30 hrs
Date of starting of online submission of bid (Techno-commercial Bid & price bid) through CPP Portal	23.03.2020
Date of closing of online submission of Bid	07.04.2020 upto 14:00 hrs
Date and time of opening of Techno-commercial bid	08.04.2020 at/after 15:00 hrs
Date and time of opening Price bid	To be informed separately by letter or E-mail/fax

5. In the event of any unforeseen closure of work/ holiday on any of the above days, the same will be opened/held on the next working day without any further notice.
6. Online tenders through NIC's CPP Portal for e-Procurement (GePNIC) mode are invited by Kolkata Port Trust from GST registered firms for executing the work/Assignment.
7. The complete tender document can be downloaded from Kolkata Port Trust website: www.kolkataporttrust.gov.in [Tender → Administration Department.] and NIC's CPP Portal for e-Procurement (GePNIC) and bidders are required to submit tender offer through NIC's CPP Portal for e-Procurement (GePNIC) on or before the due date and time of submission.
8. The tender /offer shall have to be submitted by the Tenderer only through NIC's CPP Portal for e-procurement (GePNIC) mode as explained in the tender document.
9. No physical tender is acceptable by Kolkata Dock System.
10. Minutes of Pre-Bid meeting /Corrigendum / addendum / clarifications, if any, shall be hoisted on the www.kolkataporttrust.gov.in. and <https://eprocure.gov.in/eprocure/app>.

IMPORTANT INSTRUCTIONS FOR E-TENDER

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.
2. Further, bidders are requested to go through the following information and instructions available on the CPP Portal <https://eprocure.gov.in/eprocure/app> before responding to this e-tender :
 - Bidders Manual Kit
 - Help for Contractors
 - FAQ
3. Contact Persons :-
 - (Kolkata Port Trust):
 - Ms. S. Pradhan; Secretary; 9836298639
 - Sri S. Chakraborty; Sr. Asstt. Secretary; 9674723412
 - (CPP Portal):
 - Shri Nazmush; 9563251950; email – webhelpdesk@gmail.com

(Please see CPP portal for contact details)
4. Bids shall have to be submitted online at <https://eprocure.gov.in/eprocure/app>
5. It is mandatory that all the bids are submitted with Digital Signature Certificate (DSC) otherwise the same will not be accepted by the system.
6. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
7. E-tender cannot be accessed after the due date and time mentioned in NIT.
8. The process for Electronic Bidding involves submission of Tender Document Fee (cost of bid documents) and EMD, Techno- Commercial Bid as well as Price Bid.
9. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted in Indian Rupee Currency as per UOM indicated in the e-tender floor/tender document.
10. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as valid bid if it fulfills all the terms and conditions of the Tender Document.
11. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms and conditions for the tender.
12. No deviation to the technical and commercial terms & conditions are allowed.
13. MSEs registered with NSIC (National Small Industries Corporation) under Single Point Registration scheme/ DIC(District Industries Centres)/ KVIC(Khadi and Village Industries Commission)/ KVIB(Khadi and Village Industries Board)/ Coir Board/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, are exempted from depositing Tender Fee and

Earnest Money. But all such firms are not exempted from depositing Tender Fee (cost of bid documents) and Earnest Money. Only those firms, having documents of such exemption for the entire tendered work (as per the Bill of Quantity) would be exempted. Documentary evidence must be uploaded for claim of such exemption, failing which their tender would be summarily rejected

14. Part – I (Techno-Commercial bid): Would be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness the opening of Techno-commercial Bid electronically. Part – II (Price bid): Would be opened electronically of only those bidder(s) whose Part – I Techno-Commercial bid are acceptable by KoPT. Such bidder(s) will be intimated about the date of opening of Part II (Price bid) through valid e-mail confirmed by them.
15. Bidders are requested to submit their most competitive prices while submitting the price bid.
16. Price bid must be filled-up in Excel sheet through CPP Portal (which is uploaded by KoPT)
17. Necessary addendum/corrigendum (if any) of the tender would be hoisted in the e-CPP Portal. All correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by KoPT. Hence, the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with NIC's CPP portal (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
18. All entries in the tender should be entered without any ambiguity.
19. The bid will be evaluated based on the filled-in formats.
20. The bidders must upload all the documents required as per the terms of the NIT, especially those regarding Pre-qualification criteria and the documents enlisted under techno-commercial bid and Price-bid, failing which the tender shall lead to disqualification. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
21. The documents uploaded by bidder(s) will be scrutinised. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of the defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders
22. A declaration is to be made by the bidder that the "Bidder has fully read and understood the entire Tender Document, GCC, Corrigendum and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Corrigendum and Addenda"
23. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein. KoPT reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

BID SUBMISSION INSTRUCTIONS

(A) Tender fee and EMD –

- Details of cost of e-tender paper (Tender fee/cost of bid documents) and EMD remitted should be entered by the participating bidder in the space provided in the e-tender.
- The tenderer shall upload self attested scanned copy of the instruments [Bank Draft/ Pay order etc.] towards the EMD and cost of bid documents as proof of payment while submitting the tender electronically in the NIC's CPP Portal for e-Procurement (GePNIC)
- The EMD and Cost of Bid documents / tender fee are to be physically deposited at the office of Secretary; KoPT at 15, Strand Road, Kolkata-700 001 by the bidders through Bank Draft/Banker's Cheque/Demand Draft/Pay Order, etc., (as indicated in the e-tender), on any scheduled/nationalised Bank, in favour of Kolkata Port Trust, payable at Kolkata, within 3 working days after opening of tender.
- Tender submitted without requisite Earnest Money and cost of tender paper will be liable for rejection.
- In case, exemption from Tender fee and EMD is sought, copy of self attested valid certificates or others establishing claimed exemption should be submitted

(B) Techno-Commercial Bid –

- (If the Technical Proposal accompanies Financial Proposal in the same cover, it shall be summarily rejected (This is a 2 part Bid).
- All bidders must submit their Techno-Commercial Bid/offer through e-tendering in accordance with the terms and conditions set out in the bid documents and no deviation will be accepted.
- The Techno-Commercial Bid shall contain the following, scanned copies of which are to be uploaded :-
 1. Copy of self attested GST registration certificate.
 2. Copy of self attested PAN Card
 3. Copy of self attested Valid Trade Licence (Valid for current period & also for type of work). If this is not applicable, the bidder must submit a declaration in this regard in the bidder's letterhead
 4. Copy of self attested Valid Professional Tax Clearance Certificate / Up to date tax payment challan. If this is not applicable, the bidder must submit a declaration in this regard in the bidder's letterhead
 5. Copy of self attested Proof of possessing valid Employees' Provident Fund (EPF) Account; EPF Registration Certificate. If this is not applicable, the bidder must submit a declaration in this regard as per Format 12.
 6. Copy of self attested Proof of being registered with Employees' State Insurance Corporation (ESIC), ESI Registration Certificate. If this is not applicable, the bidder must submit a declaration in this regard as per Format 12.
 7. Format 1 – Statement of Legal capacity
 8. Format 2 - Power of Attorney for signing/submission of tender [Refer (E) below]
 9. Format 3 – Complete Letter of proposal
 10. Format 4 – Information/Profile of the Bidder alongwith document(s) mentioned in the Format
 11. Format 5 – Financial Qualification of the Bidder.
 12. Last three years balance sheet and profit & loss account in support of Annual

Financial turnover (i.e. 2016 –17, 2017-18 and 2018-19) The same should be audited as per relevant norms wherever required.

13. Format 6 – Previous Experience of the Bidder alongwith corroborative document(s) mentioned in the Format [Credentials like Work Orders/Contract Agreements along with corresponding successful Completion Certificates from Clients].
14. Format 7 - Concurrent Commitments of The Bidder - list of works/assignments which are in hand at the time of submitting the offer/tender and likely to continue tentatively upto 31.03.2023
15. Format 8 - Undertaking of the bidder (in its letter head) to be submitted as per Format in lieu of submission of signed copies of the full Tender document, G.C.C, addenda & corrigendum.
16. Format 9 - Integrity Pact duly signed as per proforma given in Format.

[All the documents as mentioned here-in-before shall have to be UPLOADED failing which the related offer will be liable to be cancelled.]

(C) Price Bid – through e-tendering in accordance with the terms and conditions. No conditional price shall be given or deviations from the NIT conditions shall be given. Deviations from NIT conditions will not be entertained and the bid will be outright rejected.

(D) Bidders are to submit their Tenders as per the procedure detailed out in this NIT. The Bidder shall use the various formats appended with this document to submit the requisite information and the Proposal/Tender

(E) All pages/documents submitted as part of the Tender should be signed by the authorized signatory of the bidder and accompanied by a Power of Attorney attested by a Public Notary. In case, the proprietor himself/herself signs the pages/documents, Power of Attorney will not be required to be submitted and instead, a self declaration of the proprietor towards the same is required to be submitted.

- Pre-Bid meeting – A Pre-bid meeting will be held on 03.03.2020 at 11:30 hrs in the Head office of KoPT at 15, Strand Road; Kolkata – 700 001, wherein queries received in relation to this NIT document/Assignment shall be addressed by KoPT.
- 2 days prior to the pre-Bid meeting, the bidders should send in their queries over e-mail so that KoPT can study the queries for an appropriate response. Fresh queries raised during the Pre-Bid meeting would have to be emailed within next working date for consideration and address by KoPT. Unless queries are sent in writing, to the mails [(secretary@kolkataporttrust.gov.in; sumanc@kolkataporttrust.gov.in;)] KoPT may not consider addressing them or giving them cognizance.
- Only 1 (one) authorized representative per bidder shall be allowed to participate.
- KoPT shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

(F) Bidders must acquaint themselves with the facts/ parameters/ various site conditions/ scope of the work/ information related to execution of and in relation to this Assignment and take those into account in preparing and submitting their Tender. The costs of preparing and/or submitting the Tender and of negotiating the Contract, including visit to the site(s) & to the Client, are not reimbursable.

(G) Bidders must make themselves fully aware of the work conditions and requirements. In respect of any tenders/bids submitted and received by KoPT, it would be presumed that the bidder has fully considered all factors, risks & contingencies which will have direct & indirect impact on his expenses & profit from the work and no correspondence from the bidder/contractor in this regard would be entertained in future.

SPECIAL CONDITIONS OF CONTRACT

A) SCOPE OF THE ASSIGNMENT

1. Comprehensive Facility Management Services at Kolkata Port Trust (primarily Head Office) by providing necessary staff, materials, consumables, equipment and infrastructure, tools, tackles and supervising staff, by reliable, bonafide and experienced Service provider
2. The different services required to be provided are as follows –
 - Photocopying services (mainly A4 and upto A3 size) for several departments/divisions of KoPT located at Head Office, Kolkata Port Trust. Detailed scope is provided under Sub-Section I.
 - Courier/peon services to deliver and collect different documents/ letters/ booklets/ books/ charts/ parcels to and from different offices located in Kolkata. Detailed scope is provided under Sub-Section II.
 - Laundry Services comprising collection, washing, ironing and delivery of approximately 225-230 items per month. Detailed scope is provided under Sub-Section III.
 - Housekeeping and Errand Services at different offices (Office of Chairman/Dy. Chairman, Main Administration Deptt., Estate, Public Relations, Legal in Head Office; Maritime Archives, Fairlie Warehouse building, Office of PSO) and Guest House of KoPT located in Kolkata. Toilet cleaning, water-mopping of floors is not part of the scope of this contract. Detailed scope is provided under Sub-Section IV.
 - Other Services – This includes (a) Pest-Control Services; (b) Management, liaisoning and facilitation of periodic maintenance of Water Coolers and Water-purifiers by respective OEMs under Administration, Port Security, CISF and Guest House and (c) Management, liaisoning and facilitation of issues related to Telecom Service, Dish TV service, etc. Detailed scopes are provided under Sub-Sections Va, Vb and Vc respectively.

(I) PHOTOCOPYING SERVICES

- The service provider will provide photo-copying services with necessary machines, paper, all consumables, allied infrastructure, operators and technicians, etc. The bidders will consider generation of average 80000 copies of A4 single side equivalents (please refer equivalence given hereunder) per month for price consideration (This is not a guaranteed generation from KoPT, but only for facilitating the price considerations). The bidders will be required to give a lumpsum rate for this service, taking into consideration all aspects necessary to provide the services as per provisions of this NIT in the **Price Bid Main format**.

- Excess/shortfall copies would be adjusted every 6 months on unit rate basis to be quoted separately at **Price Bid Subsidiary Format**
- A4 equivalence will be considered as follows :-
 - a) A4 single side printing = 1 (one time) A4 single side;
 - b) A4 both side printing = 1.5 (one point five times) A4 single side;
 - c) A3 Single side = 2 (two times) A4 Single side;
 - d) A3 both side printing = 3 (three times) A4 Single side
- The service provider shall provide, run and operate minimum two photocopier machines (of any brand), to be installed at the designated room(s) of KoPT. Service timings will be from 9:30 AM to 6:30 PM, every day, except Saturdays, Sundays and Holidays (only those which are applicable for KoPT). However depending upon exigencies, urgent requirements, the service might have to be provided by the service provider beyond the afore-stated operation timings and days, if such advice is given by the authorized official of General Administration Deptt. of KoPT in writing, for which no extra costs would be paid to the service provider by KoPT .
- In case of urgency, the service provider might also have to arrange delivery of a particular photocopying assignment within stipulated time under this NIT / any other specific deadline of shorter duration indicated by the authorized official of General Administration Deptt. of KoPT in writing, from his local office or elsewhere, without any extra cost consideration.
- The service provider shall supply appropriate and good quality photocopying paper (of any appropriate brand), of 75 GSM or more.
- If necessary, the service provider is free to supplement photocopying infrastructure (number of machines, personnel, consumables, etc), without any increase in rates, other than what is allowed/permissible under this NIT to meet the scope of the services effectively, promptly and efficiently.
- Regular and proper maintenance of the photocopying infrastructure through the equipment manufacturer and/or other qualified personnel, for seamless and breakdown-free photocopying service shall be the responsibility of the service provider, without any extra cost consideration. Periodic maintenance, shall have to be carried out, without affecting the normal / general service timings stipulated for photocopying services.
- KoPT will provide a room with electricity, free-of-cost, in its Head Office premises for locating the photocopying service. The room will have basic fan, light, AC and plug-points. The service provider shall not install any electrical gadget/appliance in the said room, which has no relation to the photocopying service.
- Requisitions duly signed by authorised signatories (deptt./division-wise) will only be taken up for the service. Bills submitted should be attached with monthly statements (deptt./division-wise) certified by respective authorized signatories of the deptt/ division concerned. Such monthly certifications only shall form basis of payment. The contractor shall have to supply required number of photocopies requisitioned. Photocopies should be of acceptable quality and supplied at the shortest possible time, which should not surpass the following durations :- for less than 100 copies within 30

minutes; less than 101-250 copies within 1 hr; 251-500 copies within 2 hrs; 501 to 1000 copies within 4 hrs; more than 1000 copies within 6 hrs/overnight. In case of urgent requirements, specific timelines of shorter durations may be specified by the Engineer of the Contract or his/her representative. (the term “copy” in this particular context would mean output of 1 sided impression in A3/A4 size. Equivalence will not be considered in this context)

- The contractor/service provider shall ensure prompt and uninterrupted service without any downtime during 9:30 AM to 6:30 PM on all office days (Monday to Friday), except a short recess of 30 minutes from 1:30 PM to 2:00 PM. In case of any adverse reports from any deptt./division of KoPT regarding (i) untimely closure of services, (ii) poor quality of photocopy, (iii) undue delays vis-à-vis allowable time, (iv) misdemeanor by any employee of/personnel engaged by the contractor/service provider to render the services under this NIT/contract, etc appropriate penalties as indicated at Clause 56 under Section Terms and Conditions of this NIT will be imposed upon the contractor/service provider.

(II) COURIER / PEON SERVICES

- The service provider shall collect different documents/ letters/ booklets/ books/ charts/ parcels from the Central Receipt & Dispatch (CRD) Section of KoPT Head Office (HO) by 11:30 AM of a day and deliver those to different offices, hospitals, institutes, residences (of KoPT) by 4:00 PM of the same day. For non-KoPT destinations, delivery shall have to be made within 24 hrs from the time of receipt of documents (barring Sundays and Holidays)
- The service provider will similarly collect different documents/ letters/ booklets/ books/ charts/ parcels, etc addressed to Head Office, from the different offices, hospitals, institutes of KoPT for delivery to CRD Section and deliver the same in CRD Section of KoPT Head Office by 11:30 AM of the next working day of collection
- Service timings will be from 9:30 AM to 5:30 PM, on all working days of KoPT HO.
- The successful tenderer may also have to collect documents related to Meetings of the Board of Trustees from the Central Receipt & Despatch Section of KoPT Head office and to deliver those to the different Trustees at their respective residences/office(s) within Kolkata and immediate surrounds, on the same day/date of collection. The frequency of such assignment may be twice/thrice in a month on an average.
- The bidders will consider Annexure CS-1 for an indicative list of locations and no. of documents for price consideration. However, these indications are not exhaustive and may vary widely and the service provider will have to provide the service as per the approved costs. The bidders will be required to give a lumpsum rate for this service in the **Price Bid Main format**, taking into consideration all aspects necessary to provide the services as per provisions of this NIT.

- The contractor/service provider shall ensure prompt and efficient service, responsibly. In case of any adverse reports from any deptt./division of KoPT regarding (i) loss of KoPT property and correspondences entrusted to the service provider, (ii) delayed delivery, disregarding the timelines under this NIT, (iii) non-collection of documents for deliver; (iv) fake acknowledgement or forgery, (v) misdemeanor by any employee of/personnel engaged by the contractor/service provider to render the services under this NIT/contract, etc appropriate penalties as indicated at Clause 56 under Section Terms and Conditions of this NIT will be imposed upon the contractor/service provider.
- The contractor/service provider shall ensure that all documents/ letters/ booklets/ books/ charts/ parcels entrusted to him, that could not be delivered by him are returned to the issuing office/deptt./division of KoPT, within 48 hrs of the receipt thereof by the contractor/service provider.
- Saturdays, Sundays and Holidays of KoPT Head Office will not be counted for the purpose of calculation of any kind of delay on the part of the contractor/service provider.

(III) LAUNDRY SERVICES

- The work comprises washing and ironing of approximately 225-230 Nos. of items per month, comprising primarily towels, washing and ironing of selected curtains, seat & handle covers of chairs, towels & hand towels & seat covers of cars, other miscellaneous items, etc. of KoPT Head Office. In exigencies, urgent washing may be required which may be about 10-12 occasions (maximum) in a year.
- However, these indications are not exhaustive and may vary widely and the service provider will have to provide the services as per the approved costs. The bidders will be required to give a lumpsum rate for this service in the **Price Bid Main format**, taking into consideration all aspects necessary to provide the services as per provisions of this NIT.
- Excess/shortfall items would be adjusted every 6 months on unit rate basis to be quoted separately at **Price Bid Subsidiary Format**
- The contractor/service provider will depute his representative for weekly collection of the laundry items, to KoPT head Office on any working day (preferably between Monday to Wednesday) and ensure post-service delivery within 3 - 4 days from receipt thereof.
- The contractor/service provider shall ensure prompt and efficient service, responsibly. In case of any adverse reports regarding (i) loss of KoPT property entrusted to the service provider, (ii) delayed delivery, (iii) non-collection; (iv) misdemeanor by any employee of / personnel engaged by the contractor/service provider to render the services under this NIT/contract, etc appropriate penalties as indicated at Clause 56 under Section Terms and Conditions of this NIT will be imposed upon the contractor/service provider.

(IV) HOUSEKEEPING AND ERRAND SERVICES

- The work comprises following activities at Head Office; Maritime Archives, Fairlie Warehouse building, Port Security Office building (the activities given below may vary/increase/decrease, according to need) –
 1. Daily cleaning of stair-case handrails/decorative fixtures/fittings/furniture in lobbies, corridors and rooms; application of room fresheners and insecticides.
 2. Daily cleaning of tables/chairs/other furniture and equipment/ cabinets/ switches and switch boards/ white boards/ display-boards, doors and partitions etc in rooms/ chambers
 3. Daily spraying of air freshners in rooms/chambers
 4. Daily spraying of insecticide/insect repellents in surrounds of the building concerned, nooks and corners, and as and where required.
 5. Daily dusting and cleaning of Telephones sets, PC, Printers, Scanners, UPS other small machines, etc
 6. Daily cleaning of doors, windows, glass panes, photo frames, etc
 7. Daily watering/nursing of plants and shifting of potted plants, whenever and wherever necessary.
 8. Daily collection and proper removal/disposal of waste generated from all rooms, corridors, lobbies, chambers, etc.
 9. Floral arrangements in different rooms as may be required (floral materials will be provided by KoPT), as and when instructed.
 10. Weekly dry sweeping, cleaning, vacuuming and wiping of floors of different types including carpet surfaces, staircases, corridors, lifts and lobbies, meeting areas, cabins, rooms etc (apart from toilets, bathrooms, etc.) as and when required
 11. Weekly vacuuming, brushing and cleaning of all chairs, sofas, etc
 12. Weekly dusting and polishing/brushing of Low and high partitions, venetian blinds, door mats, etc
 13. Weekly removal and cleaning of cobwebs/dust and dirt from ceilings, walls
 14. Weekly vacuuming, brushing and cleaning of almirahs, racks, files, workstations.
 15. Weekly dusting and cleaning of curtains, carpets. Removing and re-fitting curtains, carpets as and when required.
 16. Weekly cleaning of Lawns including Grass-cutting/mowing & removal of dried plants, cutting of woods, etc. wherever applicable.
 17. Periodic stain removal will be carried out with appropriate anti-stain materials on monthly basis or earlier frequency, as may be required
 18. Light fittings, fans, etc. will be cleaned periodically on monthly basis or earlier frequency, as may be required
 19. Distribution and / or shifting of files/office stationery/office papers and documents/towels/ any other materials, etc. to rooms and chambers, as and when required

20. Shifting of almirah, racks, cupboards, tables, chairs, other furniture of any material, office equipment, office-related materials, as and when necessary, from one floor to another or within floor.
 21. Attending to officers/other officials regarding chores like bringing and serving of food, beverages, work of petty nature, etc. Removal and washing/cleaning of used utensils, crockery, etc ((provisions, utensils will be provided by KoPT)
 22. Preparing beverages like tea, coffee and serving thereof. Removal and washing/cleaning of used utensils, kettles, crockery, etc. (provisions, utensils will be provided by KoPT)
 23. Dirty glasses/Cups/Bottles should be removed immediately from conference/meeting rooms/cabins/workstations
 24. Running errands inside and outside office, as and when necessary, as per instructions.
 25. Fridges should be kept clean inside and out.
 26. Lock and key management. Opening, closing and locking of rooms.
 27. Any other house-keeping activity, in addition to the above, as may be advised by the authorized official of General Administration Deptt. of KoPT.
- The contractor/service provider will take into consideration the working hours and no. of days of work in a week in various departments/divisions to plan effective services under this NIT. However, cleaning of all premises in office days shall have to be completed at least 15 minutes ahead of normal office hours. In offices with 5 days a week schedule, weekly maintenance work is to be carried out on Saturdays. However depending upon exigencies, urgent requirements, the services might have to be provided by the contractor/service provider beyond the normal office timings and days, if such advice is given by the authorized official of General Administration Deptt. of KoPT in writing, for which no extra costs would be paid to the service provider by KoPT.
 - The Contractor/service provider will be responsible to provide necessary infrastructure support, including appropriate number and type of machines, instruments, equipment, cleaning and other materials, chemicals, air-freshners and insecticides, tools, operators, technicians, consumables, and any other item(s), that may be required for effectively providing the services. The contractor/service provider shall ensure the readiness and ample availability of entire infrastructure, materials and appropriate personnel required for rendering all the services effectively, at all points of time.
 - Regular and proper maintenance of the machines, instruments, equipment, tools, etc. through the original manufacturer and/or other qualified personnel, for seamless and breakdown-free services shall be the responsibility of the Contractor/Service provider, without any extra cost consideration. Periodic maintenance, shall have to be carried out, without affecting the normal / general service timings.

- The contractor/service provider shall ensure prompt and efficient service, responsibly. In case of any adverse reports from any deptt./division of KoPT regarding (i) loss of KoPT property and correspondences entrusted to the service provider, (ii) quality of service, (iii) shortage of equipment and/or personnel and/or materials; (iv) misdemeanor by any employee of/personnel engaged by the contractor/service provider to render the services under this NIT/contract, etc appropriate penalties as indicated at Clause 56 under Section Terms and Conditions of this NIT will be imposed upon the contractor/service provider.

(V) OTHER SERVICES

(a) Pest-Control Services

- This will include comprehensive pest-control activities/services at Offices/rooms under Administration deptt. at Head Office Building/other buildings and Guest House, with special emphasis on –
 1. Adult Mosquito Control and anti-larvae control treatment once a week
 2. Rodent control twice a month (fortnightly)
 3. Snake control twice a month (fortnightly)
 4. General Pest control (cockroaches, ants, spiders, silverfish, book-worms, cloth-moths, etc.) twice a month (fortnightly)
 5. Termite control : twice a month (fortnightly)
- Apart from the above, infestation by any other pests that might occur shall also have to be controlled by the Contractor/Service Provider
- The bidders will be required to submit a pest-wise write up, indicating details of controls to be used; traps/baits, etc; pesticides/insecticides/chemicals to be used, their composition and proportion of use alongwith their Techno-Commercial Offer in their letterhead.
- The Contractor/Service provider shall try to use of environment-friendly effective pest control methods and materials.
- Required quantity of appropriate pesticides/insecticides/chemicals/other items will have to be provided by the service provider. Valid documentation for possessing such chemicals will have to be produced in original, whenever asked for.
- The Contractor/Service provider shall deposit requisite chemicals (quarterly consumption) with authorized official of KoPT as will be directed and replenish the same every quarter.
- In case a pest menace occurs and is not controlled by the Contractor/Service provider through his scheduled visits, the Contractor/Service provider shall attend to the pest menace through additional visit(s) to resolve/end the pest menace, for which no extra charges will be given by KoPT.
- The contractor/service provider shall ensure timely and efficient services. In case of any adverse reports regarding (i) absence on scheduled dates, (ii) non-efficacy of service, (iii) misdemeanor by any employee of/personnel engaged by the

contractor/service provider to render the services under this NIT/contract, etc appropriate penalties as indicated at Clause 56 under Section Terms and Conditions of this NIT will be imposed upon the contractor/service provider.

- (b) Services related to Water Coolers and Water-purifiers
- The Service provider will maintain a database of Water Coolers and Water-purifiers under Administration, Port Security, CISF and Guest House. The database will be made ready from existing records of KoPT and the OEM (if insufficient in KoPT) within 15 days from commencement of the contract with the Service provider and updated on quarterly basis.
 - The service provider will look after and maintain the cleanliness around the installed Water Coolers and Water-purifiers, keep track of, initiate and process AMCs with respective OEMs, liaison with the OEMs and facilitate and coordinate periodic scheduled maintenance of Water Coolers and Water-purifiers, as also need based urgent repairs/maintenance by the respective OEMs, assist in payment modalities against the AMCs, etc.
 - Such AMC charges will be paid directly and separately to the OEMs by KoPT and the Service provider will not take into consideration this aspect in quoting their prices for this part of the Services under the contract.
 - The Contractor/Service Provider shall submit management reports after every quarter ending, within 5th of the next month after the quarter concerned, in respect of status/details of each and every machine.
 - The contractor/Service Provider shall take into consideration around 20 machines (aggregate of Water Coolers and Water-purifiers) for offering their price for this service.
 - The bidders will be required to give a lumpsum rate for this service in the **Price Bid Main format**, taking into consideration all aspects necessary to provide the services as per provisions of this NIT.
 - Excess/shortfall machines would be adjusted every 6 months on unit rate basis to be quoted separately at **Price Bid Subsidiary Format**
 - The contractor/service provider shall ensure prompt and efficient services and shall be fully responsible regarding ensuring that the machines are working well at all times. In case a defect develops, the contractor/service provider shall immediately take appropriate action and get the machine back in working condition within 72 hours.
 - In case of any lapse in services under this NIT like (i) missing of dates related to periodic maintenance and/or timely renewal of AMCs, (ii) misdemeanor by any employee of/personnel engaged by the contractor/service provider to render the services under this NIT/contract, etc appropriate penalties as indicated at Clause 56 under Section Terms and Conditions of this NIT will be imposed upon the contractor/service provider.

(c) Services related to Telecom, Broadband, Dish TV

(i) Telecom-broadband issues

- The Service provider will manage all Telecom-Broadband-issues, including but not restricted to liaisoning and monitoring repairing and restoration works through the respective Telecom-Broadband-providers, carrying out sundry repairs related to Telecom-Broadband (that does not involve intervention by the respective Telecom-Broadband-providers), carrying out regular periodical inspections at important offices/residences of Sr. officers (Chairman, Dy. Chairman, HoDs) and reporting thereof on the status of Telecom-Broadband related status, liaisoning with the respective Telecom-Broadband-providers for any trouble-shooting, etc.
- Charges related to repairing and restoration works through the respective Telecom-Broadband-providers will be paid directly and separately to the Telecom-Broadband-providers concerned by KoPT and the Service provider will not take into consideration this aspect in quoting their prices. Sundry repairs carried out by the Service Provider by itself or through its sub-contractor, will also be paid at actuals and the Service provider will not take into consideration this aspect in quoting their prices.

(ii) Dish TV issues

- The Service provider will maintain a database of Dish TVs, The database will be made ready from existing records of KoPT and the Dish-TV-provider (if insufficient in KoPT) within 15 days from commencement of the contract with the Service provider and updated on quarterly basis.
- The Service provider will manage all Dish-TV-issues, including but not restricted to monitoring timely recharges to ensure uninterrupted service, liaisoning with the Dish-TV-provider for any trouble-shooting, etc.
- Recharge amounts, trouble-shooting charges, if any, will be paid directly and separately to the Dish-TV-provider by KoPT and the Service provider will not take into consideration this aspect in quoting their prices for this part of the Services under the contract.
- In case any sundry repairs are carried out by the Service Provider by itself or through its sub-contractor, related charges will also be paid at actuals and the Service provider will not take into consideration this aspect in quoting their prices.
- Any problems related to Telecom, Broadband, Dish TV issues relating to Chairman, Dy. Chairman, Heads of Departments/Divisions, operational points of KoPT will have to be attended to immediately on any day (including Saturdays, Sundays and Holidays) and shall be resolved promptly, and latest by 24 hours.
- The contractor/Service Provider shall be well-conversant in technicalities involved and should be able to advise KoPT on timely measures, cost-effectiveness, etc. in respect of Telecom, Broadband, Dish TV
- The Contractor/Service Provider shall submit management reports after every month ending, within 5th of the next month, in respect of Telecom, Broadband, Dish TV.

3. For providing services as at Clause 2 above, the following personnel related information is provided -

- In respect of Photocopying services under Section 2(I), Courier/Messenger services under Section 2(II), Laundry Services under Section 2(III), Pest-Control services under Section 2(V)(a), Management, liaisoning and facilitation of periodic maintenance of Water Coolers and Water-purifiers under Section 2(V)(b) and Management, liaisoning and facilitation of issues related to Telecom Service, Dish TV service under Section 2(V)(c), the bidder/contractor will assess the manpower requirement necessary for providing fault-free and seamless services and quote his prices accordingly. The bidder will indicate total number of personnel he intends to provide, along with other infrastructural and material requirements he will be providing under the above-mentioned services in Format 13. The Contractor/Service Provider is free to and / or will be required to augment no. of personnel/infrastructure/materials/equipment, etc for these services vis-à-vis his initial assessment, at a later stage during the contract, if the quality of services is found unsatisfactory by KoPT, but no additional cost shall be payable for such increase(s). The declared or subsequently increased no. of personnel/infrastructure/materials/equipment, etc., for the above-mentioned services, shall not be reduced, except on such specific advice by KoPT in writing with concomitant reduction in rates.
- In respect of Housekeeping and Errand Services under Section 2(IV), the contractor/service provider will provide 24 personnel (at least Class VIII passed) from inception and will consider this for his price consideration/offer. The bidder will indicate other infrastructural and material requirements, that will be provided by the bidder under the above-mentioned services in Format 14. The bidders will be required to give a lumpsum rate for this service in the **Price Bid Main format**, taking into consideration only 24 personnel and all other aspects necessary to provide the services as per provisions of this NIT. The Contractor/Service Provider is free to and / or will be required to augment no. of personnel/ infrastructure/ materials/ equipment, etc for these services vis-à-vis his initial assessment, at a later stage during the contract, if the quality of services is found unsatisfactory by KoPT, but no additional cost shall be payable for such increase(s). The declared or subsequently increased no. of personnel/ infrastructure/ materials/ equipment, etc., for the above-mentioned services, shall not be reduced, except on such specific advice by KoPT in writing with concomitant reduction in rates. In case of any increase in the number of 24 personnel, requisitioned specifically by KoPT in writing due to additional need (and not as a result of unsatisfactory quality of service) in respect of Housekeeping and Errand Services under Section 2(IV), for each personnel increased the rates shall be quoted separately by the bidder(s) at **Price Bid Subsidiary Format** and additional payment shall be made accordingly for the period of such addition. The contractor/service provider shall be required to provide such additional personnel within 2 working days from date of such requisition.
- Personnel engaged by the service provider/contractor to render various services under this NIT, may be required to do work at any section/division/deptt. of KoPT, and/or may be interchanged between different offices of KoPT; and/or same individuals may be utilized for different/multiple services of this NIT/contract. Such utilization decision will rest on the service provider/contractor. However, under instructions from authorized official of General Administration Deptt. of KoPT, the contractor/service provider will forthwith replace any personnel.

B) TERMS & CONDITIONS

1. Mere participation in e-tender will not mean that a particular bidder will be automatically considered qualified and his bid(s) will be entertained. Such qualification will be reviewed at the time of techno-commercial evaluation of bids also.
2. The tender shall remain open for acceptance for a period of 120 days (Validity of the offer) from the date of opening of techno-commercial bid. The Client may request for an extension in the validity of the Proposal by upto 60 days or as the case may be. In case before expiry of this validity period or its extension thereof, if any, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.
3. The contract shall be for a period of 3 years from the date of commencement of work, with provision for further extension upto a maximum period of 12 months on mutual consent.
4. The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Calcutta High Court.
5. All rates offered shall be in Indian Currency. The language used throughout shall be in English. In case of any documents submitted in any other language, a translated version in English will have to be furnished by the bidder.
6. The Service provider/selected bidder may subcontract parts of the Assignment to other parties with prior approval of the Client/KoPT.
7. If relatives of the bidder(s) are working in KoPT, the Bidder shall give a declaration about the names of their relations employed in Kolkata Port Trust. It is not the intention to debar the Bidders/Contractors from executing the Assignment, if their relatives are working in Ko.P.T, but such a declaration is necessary to avoid conflict of interest.
8. The Terms and Conditions of E-Tender shall be read in conjunction with the General Conditions of Contract (GCC), Specifications, and other documents forming part of this Contract wherever the Contract so requires.
9. The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, Corrigenda, if there be any. Trustees' GCC is also an integral part of the tender / contract.
10. The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies or any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Secretary, KoPT, thereon shall be final and binding upon all parties.
11. If the stipulations in the various documents forming the contract be found to be at variance in any respect, one will override others (but only to the extent these are at

variance) in the order of precedence as given in the list below, i.e. any particular item in the list will take precedence over all those placed lower down in the list:-

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

12. The Client is not bound to accept the lowest or any Tender and reserves the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof. The Client is not bound to accept any proposal/bid; and reserves the right to annul the selection process at any time prior to contract award, without incurring any liability to the Bidders.
13. Intending bidders must take into account any cost or expense incurred/to be incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.
14. Bidders are advised to visit the site(s) of work/events/activities prior to submission of their bid. Bidder(s) shall get himself thoroughly familiarized with the site conditions, existing and other infrastructural/logistics facilities etc. before submission of the e-tender. Non-compliance of the same will in no way relieve the Service Provider/successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.
15. The offer/tender shall be treated as non-responsive, if it :
 - (i) is not accompanied by requisite earnest money /valid documents supporting claim of exemption from Earnest Money submission.
 - (ii) is not accompanied by requisite tender paper cost / valid documents supporting claim of exemption from Tender cost submission.
 - (iii) validity of the offer is less than tender stipulation,
 - (iv) does not meet the Qualification Criteria as stipulated in the NIT.
 - (v) is a conditional offer or the bidder imposes own terms and conditions / does not accept tender conditions completely/offer or tender if submitted with any deviation from the tender terms & conditions.
16. In addition to above, a bidder may be disqualified if –
 - a) The bidder provides misleading or false information in the statements and documents submitted.
 - b) Record(s) of unsatisfactory performance during the last five years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delays in completion or financial bankruptcy etc. emerge(s).
17. The decision of Kolkata Port Trust in respect of unresponsiveness of a bid and/or disqualification of a bid shall be final and binding on the Bidder.
18. In the event of the Service Provider/successful bidder failing to execute within the stipulated timelines indicated in this bid without sufficient reasons acceptable to the Trustees, the Security Deposit/Performance Guarantee may be forfeited and the order be cancelled at the option of the Trustees apart from other actions.

19. Orders may be placed in full/part. Any attempt to exercise undue influence in the matter of acceptance of Tender is strictly prohibited and any Tenderer who resorts to this will render his tender liable to rejection, including forfeiture of EMD.
20. The successful Tenderer/Bidder will be notified regarding the acceptance of his tender, through a Letter of Award (LoA). The successful “Tenderer/Bidder” then becomes the “Contractor/Service Provider” and shall forthwith take steps to execute the Contract Agreement and commence services, at his cost and expenses, within 30 days of issue of LoA by KoPT and fulfill all his obligations as required by the Contract. If the selected/successful Tenderer/Bidder withdraws his bid or fails to enter into the Agreement, his order shall be liable to be cancelled and his EMD shall be forthwith forfeited.
21. The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy KoPT’s request for clarification of his documents or credibility. To assist in the examination and comparison of Tenders, KoPT may, at its discretion, ask any Tenderer for clarification of his Tender, including breakup/analysis of Price offer. To facilitate evaluation, KoPT may, at its sole discretion, seek clarifications from any bidder regarding its offer. Such clarification(s) shall be provided within the time to be specified by the KoPT for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If a bidder does not provide clarifications sought as at above within the prescribed time, its offer shall be liable to be rejected at the sole discretion of KoPT. In case the offer is not rejected, KoPT may proceed to evaluate the offer by construing the particulars requiring clarification to the best of its understanding, and the bidder shall be barred from subsequently questioning such interpretation of KoPT.
22. Even though the bidders meet the stated qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements and their EMD/Performance Guarantee/Security Deposit will be forfeited for such action.
23. Within 7 [seven] days from the date of Letter of Award(LoA) from KoPT, the contractor shall submit a Letter of Acceptance. The Service Provider shall warrant that all services performed under this Agreement shall be of professional quality conforming to generally accepted best of industry practices. The Service Provider must provide professional and objective services and at all times hold KoPT’s interest paramount, strictly avoid conflicts with other Assignment/ jobs or their own corporate interests. Services performed by the Service provider which are determined by KoPT to be of less than professional quality shall, at KoPT’s option, be corrected by the Service Provider, at the Service provider’s sole expense.
24. The Contractor/Service Provider should be prepared for taking up occasional works on Holidays and Sundays, as also occasional round-the-clock working, if exigencies so develop. The Contractor/Service Provider shall not be entitled to any additional payment for these.
25. Necessary requisition slips/ forms/ any other required stationery, etc. will have to be provided by the Contractor/Service provider at his cost and expenses. The bidder, if he so

desires, may inspect existing samples. Exact modalities/SOPs for the services may be modified/fine-tuned at any time during the tenure of the contract, as per needs.

26. The service provider (and not the security staff/agency of KoPT) shall be responsible for the security and safety of the entire property and personnel of the service provider installed/kept/stationed in KoPT premises.
27. The Contractor/Service Provider shall comply with the provisions of all relevant Acts and laws, relevant to provide the services under this NIT/Contract, specifically including (but not restricted to) Minimum Wages Act, Employees' Liability Act, Industrial Disputes Act, Indian Contract Act, Workmen's Compensation Act, The Contract Labour (Regulation & Abolition) Act, with statutory amendments and the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time. If any fresh statutory obligation is added or a statutory provision is amended, the same is to be abided by the Contractor/Service Provider.
28. The Contractor/Service Provider shall alone be responsible for payment of Wages and all other statutory payments/legal dues payable to its employees/the personnel engaged by the Contractor/Service Provider to provide the services under this NIT/Contract. The Contractor/Service Provider shall be responsible for compliance and coverage of its employees/personnel engaged to provide the services under this NIT/Contract under relevant statutory rules and acts as applicable viz. Minimum Wages, ESI, EPF, Bonus and will be solely responsible for any misdemeanour in respect of non-compliance/non-coverage of all applicable statutory rules and acts.
29. The contractor/Service Provider will have to comply with provisions of all other applicable Acts (other than those specified in Clause 27 above) that relate to execution of the works and services under this contract. It will be the duty of the contractor/Service Provider to abide by the provisions of the Acts, Ordinances, Rules, Regulations, Byelaws and Procedures as are lawfully necessary in the execution of the works/services under this NIT/contract. The contractor/Service Provider shall be fully responsible for any delay/damage etc. and keep KoPT, its associates, partners or its directors or Trustees and its employees indemnified against all penalties and liabilities of any kind for noncompliance or infringement of such Acts, Ordinances, Rules, Regulations, By-laws and Procedures.
30. The Contractor/Service Provider shall maintain proper documentation as prescribed, or as may be introduced, by appropriate authorities concerned vis-a-vis relevant statutory rules and acts, applicable to provide the services under this NIT/Contract. The Contractor/Service Provider shall obtain all requisite approvals, permission, licence, etc from appropriate authorities concerned for meeting its commitments and for complying with its obligations under this NIT/Contract. The Contractor/Service Provider shall produce such documentation in original before KoPT, if so advised by KoPT within the timeline specified.
31. The successful contractor/Service Provider shall be liable for and indemnify, defend, hold harmless and keep indemnified KoPT, its associates, partners or its directors (or Trustees) or its employees from and against any claim or loss including without limitation, fines, penalties, fees, damages, costs (including legal fees and expenses), liability (whether

criminal or civil) suffered and/or incurred by KoPT, its affiliates or its directors (or Trustees) or its employees arising from or in connection with the performance of the services by the contractor/Service Provider or due to any breach of the terms and condition of the contract including any covenants, obligations and representations and warranties of the contractor/Service Provider, or breach of applicable laws and regulations governing the performance of the services by the contractor/Service Provider.

32. The contractor/Service Provider shall have to take proper measures against environmental pollution during execution of work/activity. The contractor/Service Provider shall abide by all the regulations and rules and directives of Kolkata Port Trust and those that may be issued from time to time without any extra cost to the KoPT.
33. The Contractor/Service Provider shall abide by the job safety measures, comply with statutory rules and regulations and indemnify KoPT from the demands and/or responsibilities arising out of accidents or loss of life, the cause of which is the negligence of the Contractor/Service Provider. The Contractor/Service Provider shall take all possible precautionary measures for the safety of his employees/personnel engaged to provide the services under this NIT/Contract during execution of the services. KoPT under no circumstances will be responsible for any accident of the Contractor/Service Provider's employees/personnel engaged by the Contractor/Service Provider to provide the services under this NIT/Contract. KoPT will not be responsible for any injury, fatal or otherwise, to the personnel engaged by the Contractor/Service Provider to provide the services under this NIT/Contract, during the tenure of the Contract. The Contractor/Service Provider, shall obtain suitable and sufficient coverage from the appropriate authority and no claim/correspondence on this account will be entertained by KoPT.
34. The services under this NIT/Contract shall be carried out without hampering normal office work. The Contractor/Service Provider shall take the best appropriate care of KoPT's office properties during rendering the services. Any damage to KoPT's office properties or property of a third party shall be compensated by the Contractor/Service Provider, in the way decided by KoPT.
35. The Contractor/Service provider shall at its own expenses, reinstate and make good upto the satisfaction of KoPT and pay compensation for any injury or loss or damage accrued to any property or rights whatsoever, including property and rights of KoPT or its Agents or servants or employees, in case the injury or loss or damage is arising out of, or is in any way connected with the execution or purported execution of the services to be provided under this NIT/Contract. Further the Contractor/Service provider will indemnify KoPT against all claims enforceable against KoPT or its Agents or servants or employees, or which would be so enforceable where KoPT is a private person, in respect of any such injury, including injury resulting to death, loss or damage to any person whomsoever, or property, including all claims which may arise under the Workmen's Compensation Act or otherwise.
36. If a dispute of any kind whatsoever arises between KoPT and the contractor/Service Provider in connection with or arising out of the contract or the execution of the works/activities, the interpretation of contract, disputes and arbitration, etc. shall be dealt as per relevant provisions of the General Conditions of Contract (Refer GCC).

37. The contractor/Service Provider, will have to enter into an Integrity Pact with the Port as per Format 9. At present for implementation of Integrity Pact, Ms. Bulbul Sen, IRS (Retd.) & Shri Subhashish Sarkar; IPoS (Retd.), have been appointed by KoPT as Independent External Monitor (IEM) and their contact details are available in the Kolkata Port website – www.kolkataporttrust.gov.in. However, Kolkata Port Trust reserves the right to change the Independent External Monitor (IEM) which will be intimated to the bidder accordingly.
38. For works/activities inside the Docks, Dock permit required for men, materials, vehicles and equipment etc. are to be obtained free of cost by the contractor/Service Provider from KoPT following applicable processes and guidelines at the KoPT. In case, any work/activity has to be carried out in an operational zone, the contractor/Service Provider should keep in mind that the work is to be executed without hampering the operational activities.
39. The Contractor/Service Provider will not disclose information, confidential or otherwise, relating to KoPT, it might have or get access to and which may affect KoPT, at any time to other parties. Likewise, the Contractor/Service Provider will advise and ensure similar confidentiality from his employees/personnel engaged by him to render/provide the services under this NIT/Contract.
40. The Contractor/Service Provider shall make adequate enquiries about the characters and antecedents of each of his employees/ personnel engaged by him to render/provide the services under this NIT/Contract. The characters and antecedents will be got verified by the Contractor/Service Provider prior to their deployment under the Contractor/Service provider to render/provide the services under this NIT/Contract, after/through investigation of the concerned police authority and the Police verification Reports shall be submitted by the Contractor/Service Provider to KoPT.
41. The Contractor/Service Provider will also ensure that his employees/ personnel engaged by him to render/provide the services under this NIT/Contract deployed are physically, mentally fit and conform to the requirements essential for rendering the services under this NIT/Contract. The Contractor/Service Provider shall submit a declaration in this regard in respect of his employees/ personnel engaged by him to render/provide the services under this NIT/Contract.
42. The employees of / personnel engaged by the Contractor/Service Provider to render/provide the services under this NIT/Contract should be polite, cordial enthusiastic, positive and efficient while handling the assigned work and their action should promote goodwill and enhance the image of KoPT. The Contractor/Service Provider shall be responsible for any act of misdemeanour/indiscipline on the part of the employees of / personnel engaged by the Contractor/Service Provider to render/provide the services under this NIT/Contract. The Contractor/Service Provider shall ensure that none of the employees of / personnel engaged by the Contractor/Service Provider to render/provide the services under this NIT/Contract, join any demonstration/agitation, while on duty in KoPT premises.

43. The Contractor/Service Provider shall withdraw such employees/ personnel engaged by him who are not found suitable by KoPT, immediately on receipt of such request from KoPT in writing and/or over e-mail.
44. The employees of / personnel engaged by the Contractor/Service Provider to render/provide the services under this NIT/Contract should not claim any master/servant, employer/employee relationship with office(s) of KoPT.
45. The Contractor/Service Provider will provide appropriate replacement/substitute in respect of employees of / personnel engaged by the Contractor/Service Provider, leaving the services due to his/her personal reasons or requested by KoPT to be withdrawn. For such replacement/substitute(s), all provisions which are applicable to the other employees of / personnel engaged by the Contractor/Service Provider to render/provide the services under this NIT/Contract shall also be applicable and complied with.
46. In case of exigencies and on request from KoPT in writing and/or over e-mail, the Contractor/Service Provider shall have to provide appropriate personnel for a short period (as may be requested by KoPT). Additional payment for this shall be made as per rates quoted in the Subsidiary Price Bid format.
47. The Contractor/Service Provider has to provide uniform (shade of blue, with approval of KoPT) to all employees of / personnel engaged by the Contractor/Service Provider to render/provide the services under this NIT/Contract and deputed in KoPT premises, within 30 days from commencement of contract. The name/logo of the Contractor/Service Provider shall be prominently visible on such uniform.
48. The Contractor/Service Provider has to provide Photo-identity cards to all employees of / personnel engaged by the Contractor/Service Provider to render/provide the services under this NIT/Contract and deputed in KoPT premises, within 30 days from commencement of contract. The Contractor/Service Provider shall ensure wearing/display of such Photo-Identity cards by his employees/personnel engaged during their stayal in KoPT premises.
49. The Contractor/Service Provider will depute appropriate Supervisory personnel at GAD(Main) office of KoPT, for managing smoothly all aspects of the scope of services under this NIT/contract. Such supervisory personnel shall be available round-the-clock and especially during working hours of the office concerned. Such supervisory personnel is required to submit weekly reports (every Monday or first working day of the week by 11:30 hrs for the previous week) to KoPT regarding each and every aspect of the scope of services under this NIT/contract.
50. The Contractor/Service Provider and/or his Supervisory personnel shall attend scheduled or surprise inspections at the request/instruction of KoPT. The Contractor/Service Provider and/or his Supervisory personnel shall forthwith take appropriate corrective action within 48 hrs from the date/time of inspection, on observations of KoPT during such inspections.
51. Termination related issues shall be dealt as per relevant provisions/ as per the spirit of the General Conditions of Contract (refer GCC). However, it is specifically mentioned that in

case the contractor/Service Provider terminates this contract for any reason whatsoever, or, KoPT terminates this contract due to non-performance by the contractor/Service Provider, then KoPT shall forfeit the Performance Guarantee/Security Deposit paid by the contractor/Service Provider. KoPT shall also claim compensation for damages incurred due to termination of contract on actual basis. In case of the contractor/Service Provider's failure and at the absolute discretion of KoPT, the services concerned in part or full, may be ordered to be completed/executed by some other agency at the sole risk and expense of the contractor/Service Provider.

52. In addition to the relevant Termination related provisions of the General Conditions of Contract (refer GCC), the contract may be terminated anytime within the currency period of the contract by KoPT at its sole discretion for any of the following factors –
- a) Failure on the part of the contractor/Service Provider to provide appropriate services or if the quality of service provided is not satisfactory, in more than two consecutive occasions
 - b) Breach of any terms, conditions, provisions in this NIT/Contract including payment of monthly wages to the personnel the contractor/Service Provider has engaged to provide the services mentioned in this NIT/Contract, within 6th of every month.
 - c) Failure to provide necessary information regarding payment of statutory dues as and when asked for
 - d) Any unlawful act by the contractor/Service Provider or by employees of / personnel engaged by the Contractor/Service Provider to render/provide the services under this NIT/Contract or by any third party on behalf of the contractor/Service Provider, entailing any damage, loss of property and/or material, loss of reputation of the KoPT/Trustees or any inconvenience to KoPT/the Trustees.
 - e) Assigning the contract or any part of the contract to any sub-contractor without prior consent/approval of KoPT in writing.
53. For such termination, KoPT will under no circumstances, be obliged to any financial repercussion/compensation to the contractor/Service provider.
54. On expiry of the contract/after termination of the contract, the Contractor/Service provider shall vacate KoPT's premises and give vacant, undisputed, peaceful possession within 7 days of expiry/termination of the contract and remove all his belongings within the stipulated time, failing which, KoPT shall remove all such belongings of the Contractor/Service Provider at the risk and cost of the contractor/Service Provider and no damage or any cost shall be entertained by KoPT. Before handing over possession of KoPT's premises, the contractor/service provider shall make good, damages, if any.
55. Escalation – The rates quoted shall remain fixed for the entire duration of the contract (3 years) and no escalation under any account will be allowed.
56. Penalties -
- (a) In respect of photocopying services, in case of any adverse reports from any deptt./division of KoPT regarding (i) untimely closure of services, (ii) poor quality

- of photocopy, (iii) undue delays vis-à-vis allowable time, (iv) misdemeanor by any employee of/personnel engaged by the contractor/service provider to render the services under this NIT/contract, etc a penalty of Rs. 500/- for each such occurrence shall be imposed and deducted from bills of the contractor/service provider/ amount due to the contractor/service provider. In case, the services are closed/not provided for more than 2 hours on a particular working day, a penalty of Rs. 3000/- per hour or part thereof shall be imposed for the period of such non-service and deducted from bills of the contractor/service provider/ amount due to the contractor/service provider.
- (b) In respect of peon/courier services, in case of any adverse reports from any deptt./division of KoPT regarding (i) loss of KoPT property and correspondences entrusted to the service provider, (ii) delayed delivery, disregarding the timelines under this NIT, (iii) non-collection of documents for delivery; (iv) fake acknowledgement or forgery, (v) misdemeanor by any employee of/personnel engaged by the contractor/service provider to render the services under this NIT/contract, etc. a penalty of Rs. 500/- for each such occurrence shall be imposed and deducted from bills of the contractor/service provider/ amount due to the contractor/service provider.
- (c) In respect of laundry services, in case of any adverse reports regarding (i) loss of KoPT property entrusted to the service provider, (ii) delayed delivery, (iii) non-collection; (iv) misdemeanor by any employee of/personnel engaged by the contractor/service provider to render the services under this NIT/contract, etc a penalty of Rs. 500/- for each such occurrence shall be imposed and deducted from bills of the contractor/service provider/ amount due to the contractor/service provider.
- (d) In case of housekeeping and errand services, any adverse reports from any deptt./division of KoPT regarding (i) loss of KoPT property and correspondences entrusted to the service provider, (ii) quality of service, (iii) shortage of equipment and/or personnel and/or materials; (iv) misdemeanor by any employee of/personnel engaged by the contractor/service provider to render the services under this NIT/contract, a penalty of Rs. 500/- for each such occurrence shall be imposed and deducted from bills of the contractor/service provider/ amount due to the contractor/service provider.
- (e) In case, on account of malfunction of any equipment/material/tool a particular service/services or part of a service/services is/are not being provided for excess of 1 working day, a penalty of Rs. 5000 per day or part thereof shall be imposed, counted from the 2nd day onwards. In case, such equipment/material/tool is not provided a suitable, appropriate replacement/substitute within the 5th day, the penalty shall be increased to Rs. 10,000 per day or part thereof from the 6th day onwards. Such penalty shall be imposed and deducted from bills of the contractor/service provider/ amount due to the contractor/service provider (for this purpose “day” shall commence from 6 AM).
- (f) ½% deduction of the monthly contract value, per week or part thereof, counted from the 6th day of every month for delay in payment (wages, bonus, etc) by the

contractor/service provider to any/all of its employees/personnel engaged by the contractor/service provider to provide the services under this contract/NIT during the preceding month, shall be imposed and recovered from bills of the contractor/service provider/ amount due to the contractor/service provider

- (g) In case, of defaults of repetitive nature, causing imposition of penalties, KoPT will have the sole discretion to terminate the contract, through a notice of 7 days.

(C) COST OF TENDER DOCUMENT, EARNEST MONEY, SECURITY DEPOSIT

(I) COST OF TENDER DOCUMENT (TENDER COST)

The intending bidders should submit Tender Cost/ Cost of Tender Document of Rs. 2950/- (Rupees Two Thousand Nine Hundred Fifty only). "Tender Cost" of requisite amount should be in Banker's cheque or Pay Order or Demand Draft from any of the Nationalized/ Scheduled Banks in India having branch in Kolkata and drawn in favour of "Kolkata Port Trust" or in the form of Treasury Receipt of the cash deposit issued by the Treasurer, Kolkata Port Trust, as the case may be. Copy of the DD/Banker's Cheque/Pay Order/TR should be uploaded. Bids submitted without requisite Tender Cost/ Cost of Tender Document are liable to be rejected.

(II) EARNEST MONEY DEPOSIT (EMD)

The intending bidders should submit Earnest Money of Rs. 7,50,000/- (Rupees Seven Lakhs Fifty Thousand only). "Earnest Money Deposit" of requisite amount should be in Banker's cheque or Pay Order or Demand Draft from any of the Nationalized/ Scheduled Banks in India having branch in Kolkata and drawn in favour of "**Kolkata Port Trust**" or in the form of Treasury Receipt of the cash deposit issued by the Treasurer, Kolkata Port Trust, as the case may be. Copy of the DD/Banker's Cheque/Pay Order/TR should be uploaded. Bids submitted without requisite Earnest Money are liable to be rejected.

FORFEITURE OF EMD :- Earnest Money is liable to forfeiture if

- a) a non-responsive Bid has been submitted
- b) it is found during scrutiny and/ or evaluation or at any time before signing of the Agreement or commencement of the work, that the tenderer has made material misrepresentation or has given any materially incorrect or false information or has submitted forged documents
- c) the tenderer withdraws its Bid during the interval between the specified date and time of submission of the tender or any extension thereof and expiration of the validity period of the tender including extension thereof.
- d) the tenderer unilaterally modifies its Bid during the interval between the specified date and time of submission of the tender or any extension thereof and expiration of the validity period of the tender including extension thereof.
- e) the selected tenderer fails to communicate to KoPT its letter of acceptance of the award or fails to sign the agreement within such timeframes as specified in this tender document (in case of the latter, if the Security Deposit/Performance Guarantee is not submitted, EMD will be forfeited. If Security Deposit/ Performance Guarantee has been submitted, the same will be forfeited).
- f) the tenderer indulges in fraud and corrupt practices as defined in this tender document.

REFUND OF EARNEST MONEY:- The Earnest Money received, will be refunded or released as the case may be, to the unsuccessful Bidders, without any interest, within 30 days from date of signing of the Contract Agreement with the Successful Bidder. The Earnest Money of the successful tenderer shall be refunded or released as the case may be (but without any interest thereon) only after submission of Security Deposit / Performance Guarantee.

REJECTION OF BIDS WITHOUT EMD/TENDER COST SUBMISSION :-

Bids submitted without requisite Earnest Money/ Tender Cost/ Cost of Tender Document or without valid certificates establishing claim of exemption from such submission in respect of the particular tender/service under the tender [in case of Micro & Small Enterprises (MSEs)] are liable to be rejected.

(III) SECURITY DEPOSIT / PERFORMANCE GUARANTEE

- (i) The selected Tenderer/Bidder shall for due performance of its obligations during the tenure of the contract provide to the KoPT a Security Deposit for an amount equal to 10% of the Contract Value. The Security Deposit may be deposited in Demand Draft / Banker's Cheque only drawn in favour of "Kolkata Port Trust" payable at Kolkata.
- (ii) In lieu of Security Deposit in Demand Draft / Banker's Cheque, the selected Tenderer/Bidder may submit an 'irrevocable – encashable at call' Bank Guarantee on a Non-judicial Stamp paper of at least Rs. 100/- issued by any Scheduled Bank in India within 10 days from the date of issuance of Letter of Award as per Format 11 as Performance Guarantee/Security Deposit for an amount equal to 10% of the Contract Value.
- (iii) The Performance Guarantee/Security Deposit shall be retained with KoPT till formal and procedural successful completion of the contract as per the terms and conditions of this NIT. No interest shall be paid by the Trustees to the Tenderer/Contractor on the amount of Performance Guarantee/Security Deposit held by the Trustees, at any stage.
- (iv) Till such time the selected Tenderer/Bidder provides to the KoPT the Performance Guarantee pursuant hereto, the Earnest Money Deposit shall remain in full force and effect.
- (v) The Performance Guarantee/Security Deposit, if in the form of a bank guarantee shall be valid for a period of 39 months with an additional claim period of 6 months thereafter. The selected Tenderer/Bidder/Contractor shall comply with extension requests, if any, from KoPT within 15 days from date of such request.
- (vi) In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court.
- (vii) Failure of selected Tenderer/Bidder to provide a valid Performance Guarantee shall entitle the KoPT to forthwith cancel the Letter of Award/terminate this Agreement and also if relevant, to forfeit the Earnest Money Deposit.

- (viii) The cost of executing the Performance Guarantee/Security Deposit and extension / revalidation of the same, if any, shall have to be borne by the selected Tenderer/Bidder/Contractor.

REFUND/RELEASE OF SECURITY DEPOSIT

- (ix) The contract shall not be considered completed to the satisfaction of the Trustees, until a final Completion Certificate in form GC-2 (refer GCC) shall have been signed and issued by the Engineer of the Contract (Secretary, KoPT) to the contractor/Service provider after all obligations under the contract have been fulfilled by the contractor/Service provider.
- (x) On completion of the contract in the manner aforesaid, the contractor/Service provider may apply for the refund of his Security Deposit/Performance Guarantee by submitting to the Engineer of the Contract (i) The original Treasury Receipt(s), if applicable, granted for the amount of Security Deposit held by the Trustees, and (ii) his “No further claim” Certificate in Form GC-3 (refer GCC), whereupon the Engineer of the Contract shall issue Certificate in Form GC-2 and within two months of the Engineer’s recommendation, the Trustees shall refund the balance due against the Security Deposit to the contractor/Service provider, after making deduction therefrom in respect of any sum due to the Trustees from the contractor/Service provider.
- (xi) The Security Deposit/Performance Guarantee may be liable to forfeiture at the option of the Trustees, if the contractor/Service provider fails to carry out the assignment, in part or in full, or to perform/observe any of the conditions of the Contract. The Trustees shall also be at liberty to deduct any of their dues from the Security Deposit /performance Guarantee or from any sum due or to become due to the contractor/Service provider under any other contract.

D) TERMS OF PAYMENT

1. Except the specific charges quoted through Price Bid in response to this NIT and accepted by KoPT (with or without any modification), no other charges/costs would be payable to the contractor/service provider. All other charges/costs, whatsoever shall have to be borne by the Contractor/Service provider.
2. The Contractor/Service provider will raise monthly bills (on calendar month basis) to the Engineer of the Contract (Secretary, KoPT). For ECS payment, the Contractor/Service provider shall furnish following information on receipt of intimation in this regard - (i) Bank Account No. of the Contractor/Service provider, (ii) Type of Account – Savings/Current/Cash Credit, (iii) Name of Bank with Code No. , (iv) Name of the branch with IFSC and location, (v) MICR No., (vi) PAN; (vii) GSTIN No.; and other details as may be required by KoPT Finance
3. Accordingly, the Contractor/Service provider will be required to open their bank account within the ECS Zone prescribed by RBI, if not already done, to ensure receipt of payment of bills from KoPT.

4. Payment will be made on submission of original documents with the bill (in quadruplicate) confirming –
 - a) Receipt of monthly wages by the employees of the Contractor/Service provider or personnel engaged by the Contractor/Service provider for rendering/providing the services under this NIT/contract
 - b) Electronically generated money receipts from ESI Authority
 - c) Electronically generated money receipts from EPF Authority
 - d) All necessary internal certifications from concerned authorities/depts./divisions of KoPT.
5. KoPT will endeavour to make payments within 30 days from date of submission of clear, complete and undisputed bills.
6. Income Tax will be deducted at source, at the appropriate rate, as per relevant provisions of Income Tax Act, 1961, or any amendment thereof from all payments made to the Contractor/Service Provider under this NIT/Contract.

E) TAXES & DUTIES:

1. The prices quoted shall be including all statutory levies excluding GST, which shall be paid extra.
2. Contractor/Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
3. The Contractor/Supplier/service provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions thereunder applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Contractor/Supplier/service provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Contractor/Supplier/service provider and details available with Kolkata Port Trust, then payments to Contractor/Supplier/service provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time Kolkata Port Trust is sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account and is finally available to Kolkata Port Trust in terms of GST laws and that the credit of GST so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.
4. Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the Contractor/Supplier/service provider. Any loss of input tax credit to Kolkata Port Trust for the fault of Contractor/Supplier/service provider shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.
5. Supplementary invoices/Debit note/credit note for price revisions to enable Kolkata Port Trust to claim tax benefit on the same shall be issued by

Contractor/Supplier/service provider for a particular year before September of the succeeding Financial Year.

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

F) FORCE MAJEURE

1. Force Majeure Event shall mean any event or circumstances or a combination of events and circumstances not attributable to the contractor/Service Provider like those as set out hereunder or the consequences thereof which may materially and adversely affect the contractor/Service Provider in due performance of his various obligations under the NIT/Contract.

- a) Acts of God, heavy and incessant rain, storm, cyclone, hurricane, flood, tsunami, earthquake, fire / smoke etc (to the extent originating from a source other than the equipment supplied, installed, operated and maintained by the contractor/Service Provider).
- (b) Strike, boycotts or other forms of labour unrest (excluding strike or boycotts by the employees of the contractor/Service Provider / personnel engaged by the contractor/Service Provider to provide services under this NIT/Contract or by the employees/personnel of the agents / representatives / subcontractors engaged by the contractor/Service Provider) and labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the contractor/Service Provider.
- (c) An act of war, riot etc.
- (d) Industry wide or State wide strikes or industrial actions.
- (e) Any civil commotion, boycott or mass agitation which prevents the contractor/Service Provider in fulfilling his obligations under the provisions of the NIT/Contract.

2. Notice of Force Majeure Event :

- a) The contractor/Service Provider shall give notice to KoPT in writing of the occurrence of the Force Majeure Event as soon as the same arises which in any event shall be within 24 hours from the time of occurrence.
- b) The notice shall inter-alia include full particulars of:
 - (i) the nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof,
 - (ii) the duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the contractor/Service Provider to perform its obligations,
 - (iii) the measures which the contractor/Service Provider has taken or proposes to take, to alleviate the impact of the Force Majeure Event, and
 - (iv) any other relevant information.

3. Period of Force Majeure shall mean the period from the time of occurrence specified in the notice given by the contractor/Service Provider in respect of Force Majeure Event until the earlier of:

- (a) expiry of the period during which the contractor/Service Provider is excused from performance of its obligations OR
- (b) termination of the contract,

4. Performance Excused : The contractor/Service Provider to the extent rendered unable to perform its obligations or part thereof under the NIT/Contract as a consequence of the Force Majeure Event shall be excused from performance of the obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than considered reasonable by KoPT consequent to the Force Majeure Event.

5. Resumption of Performance : During the period of Force Majeure, the contractor/Service Provider shall make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations. The contractor/Service Provider shall also make efforts to resume performance of its obligations as soon as possible and upon resumption shall notify KoPT of the same in writing.

6. Extension of time for performance of obligations : KoPT may grant extension of time to the contractor/Service Provider for the performance of any obligation by such period not exceeding the period during which the relevant performance was affected by the Force Majeure Event. Such extension may include extension of the contract by KoPT at its sole discretion without any change in the terms, conditions, etc (except the tenure of the contract).

7. Effect of Force Majeure Event : If the period of Force Majeure continues or is in the reasonable judgement of the parties is likely to continue beyond a period of 90 days, the parties may mutually decide to terminate the contract or continue the contract on mutually agreed terms.

G) FRAUD AND CORRUPT PRACTICES

1. The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, KoPT may reject a offer without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

2. Without prejudice to the rights of KoPT under Clause 1 hereinabove, if a Bidder is found by KoPT to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender issued by the KoPT during a period of 2 (two) years from the date such Bidder is found by the KoPT to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

- (a) **“Corrupt Practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of KoPT who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the KoPT, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted in this tender document, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the KoPT in relation to any matter concerning the Project;
- (b) **“Fraudulent Practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- (c) **“Coercive Practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) **“Undesirable Practice”** means (i) establishing contact with any person connected with or employed or engaged by the KoPT with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“Restrictive Practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

NOTE: The Client can reject a proposal/terminate a contract even after the signing of the Contract Agreement if it is determined that the Event Manager recommended for award/selected, has engaged in corrupt or fraudulent activities in competing for the contract in question and/or if it is determined that the Event Manager recommended for award/selected has suppressed or mislead while furnishing facts during the period of contract. The Client reserves the right to declare any Bidder/ Event Manager ineligible without assigning any reason. The Earnest Money Deposit/Performance Guarantee/Security Deposit, as the case may be, shall be liable for forfeiture if the Bidder/ Event Manager, is declared ineligible under the “Fraud and Corrupt Practices” clause. Such Bidder/Event Manager may also be black-listed.

(H) PRE-QUALIFICATION CRITERIA [MINIMUM ELIGIBILITY CRITERIA]

- i. The bidder must be a Company, Partnership or Proprietorship firm or any registered legal entity in India. JVs/Consortiums are not allowed.
- ii. The bidder should have successfully completed at least 3 similar works/eligible works (as defined below) each costing not less than Rs. 50 lakhs or at least 2 similar works/eligible works (as defined below) each costing not less than Rs. 62.50 lakhs or 1 similar work/eligible work (as defined below) costing not less than Rs. 1.00 Crore during the last 7 years (seven) years ending last day of month previous to the one in which tenders/applications are invited

Similar/Eligible work is defined as -

Providing Comprehensive Facility Management services in an organization (public/private) of repute, mandatorily including housekeeping services.

Notes :-

- Contracts with only toilet cleaning/garbage disposal, etc. will not be considered as similar/eligible work
 - Work experience as a sub contractor shall not be considered as the requisite qualification.
- iii. The Average Annual Financial Turnover of the bidding firm during 2016 –17, 2017-18 and 2018-19, should be at least Rs. 37.50 lakhs.
 - iv. The bidder should not have been blacklisted/barred by the Central / any State Government / or any entity controlled by them from participating in any project/assignment and the bar subsists as on the date of opening of the bid. (self-declaration required)

(I) EVALUATION METHODOLOGY

- Pursuant to the qualification of Bidders as per the Minimum Eligibility Criteria, and responsiveness of the bids, the overall lowest offer received from the techno-commercially qualified bidders shall be considered for acceptance by the Trustees.
- The overall lowest offer will be based/calculated on the sum total of all the rates offered by a bidder in the Price Bid Main format only.
- The rates quoted in the Price Bid Subsidiary Format, which is to be submitted mandatorily as a separate pdf with the Price Offer, will not be taken into consideration for evaluation purposes.

(J) PRICE BID RELATED

Notes:-

- Price offer should be in the Price Bid only. No prices in figures or in words should be indicated anywhere in the Techno-Commercial Bid.
- Formats – Price Bid Main format & Price Bid Subsidiary Format are related to Price Bids. The Price Bid main format should be entered online. The Price Bid Subsidiary Format should be in letterhead of the bidder and sent as a pdf document.
- Unit rates quoted in the Price Bid Subsidiary Format should not be comparably more than what is quoted in the Price Bid Main format.
- Price Offer should be in adherence to all governing terms and conditions. There should not be any deviation from terms and conditions or conditional pricing.
- During contract execution, KoPT would have the sole authority to drop any of the activities and make payment on the basis of actual execution.
- Apart from what is indicated in the Price Offer, no other costs would be payable to the contractor/service provider. The bidders should therefore, read all instructions given in this NIT carefully, to ensure that they have quoted completely and fully. No additional demands would be entertained during the execution of the contract.

(Price Bid Main format)

Sl. No.	Particulars	in Rupees (INR)
1	All-inclusive costs for Photocopying services on the basis of average 80000 copies of A4 single side equivalents per month (excluding GST)	(Lumpsum per month)
2	All-inclusive costs for Courier/peon services per month (excluding GST)	(Lumpsum per month)
3	All-inclusive costs for Laundry Services on the basis of approximately 225-230 Nos. of items per month (excluding GST)	(Lumpsum per month)
4	All-inclusive costs for Housekeeping and Errand services on the basis of 24 personnel per month (excluding GST)	(Lumpsum per month)
5	All-inclusive costs for Pest Control Services per month (excluding GST)	(Lumpsum per month)
6	All-inclusive costs for Services related to Water Coolers and Water-purifiers on the basis of approximately 20 machines (aggregate of Water Coolers and Water-purifiers) (excluding GST)	(Lumpsum per month)
7	All-inclusive costs for Services related to Telecom, Broadband, Dish TV (excluding GST)	(Lumpsum per month)

(Price Bid Subsidiary format)

should be in letterhead of the bidder and sent as a pdf document

Sl. No.	Particulars	in Rupees (INR)
1	All-inclusive costs for Photocopying services on the basis of 1 copy of A4 single side equivalents (excluding GST)	(Unit rate per copy of A4 single side equivalents)
2	All-inclusive costs for Laundry Services on the basis of 1 laundry item (excluding GST)	(Unit rate per laundry item)
3	All-inclusive costs for Housekeeping and Errand services on the basis of one personnel per day (excluding GST)	(rate per personnel per day – same rate applicable for increase and decrease)
4	All-inclusive costs for Services related to Water Coolers and/or Water-purifiers per machine basis (excluding GST)	(rate per machine per month - same rate applicable for increase and decrease)

Date:

(Signature, name and designation of
the Authorised Signatory)

Place:

Name and seal of the Tenderer

Format 1

STATEMENT OF LEGAL CAPACITY

(To be executed on bidder's letterhead)

To
Secretary , KoPT
Kolkata Port Trust
15 , Strand Road
Kolkata -700001

**Subject : Comprehensive Facility Management Services Under General
Administration Department Kolkata Port Trust.**

Madam,

With reference to your tender document vide Tender No. -----

I/We hereby confirm that I/We satisfy the terms and conditions laid out in the tender document.

I/We have agreed that (insert individual's name) will act as my/our representative and authorized signatory and has been duly authorized to submit the tender.

Further, the signatory to this Statement of Legal Capacity (insert individual's name); in the capacity as (designation) of the (insert name of the tendering organization), is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

Date:

Place:

Name and seal of the Tenderer

Format 2

POWER OF ATTORNEY FOR SIGNING/SUBMISSION OF TENDER

Know all men by these presents, I/We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with me/us and holding the position of, as my/our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in my/our name and on my/our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of my/our tender for the -----
------(name of the tender), of the Kolkata Port Trust (the “KoPT”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to the KoPT, representing me/us in all matters before the KoPT, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of my/our bid, and generally dealing with the KoPT in all matters in connection with or relating to or arising out of my/our bid for the said tender and/ or upon award thereof to us and/or till the entering into of the Agreement with the KoPT.

AND I/we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by my/our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by my/our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by me/us.

IN WITNESS WHEREOF I/WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF

For
(Name of the Tenderer)

(Signature, name, designation and address)

(Name and seal of the Tenderer)

Witnesses:

1.

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

Format 3

LETTER OF PROPOSAL

(To be executed on bidder's letterhead)

To
Secretary , KoPT
Kolkata Port Trust
15 , Strand Road
Kolkata -700001

**Subject: Comprehensive Facility Management Services
Under General Administration Department; Kolkata Port Trust.**

Madam,

With reference to your tender document vide Tender No. ----- I/we, having examined the tender document and understood its contents, hereby submit my/our Tender for the aforesaid project. My/Our Tender is unconditional.

2. I/ We acknowledge that KoPT will be relying on the information provided in the Tender and the documents accompanying the Tender for techno-commercial qualification of the Tenderers for the aforesaid project, and we certify that all information provided in the Tender and in the various formats/Appendices is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Tender are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the aforesaid Project.
4. I/ We shall make available to the KoPT any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
5. I/ We acknowledge the right of the KoPT to reject our Tender without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the tender document, including any Addendum issued by the KoPT.
 - (b) I/ We do not have any conflict of interest in accordance with Clauses concerned of the tender document; and
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the tender document, in respect of any tender issued by or any agreement entered into with the KoPT or any other public sector enterprise or any government, Central or State; and

- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the tender document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - (e) Earnest money, tender document fee, etc. have been paid and submitted as mentioned in the NIT
7. I/ We understand that KoPT may cancel the Bidding Process at any time and that KoPT is neither bound to accept any Tender that KoPT may receive.
8. I/ We believe that I/We satisfy the and meet all the Pre-qualification requirements as specified in the tender document and am/are qualified to submit a Bid.
9. I/ We declare that I/We are not a Member of any other bidder applying for techno-commercial qualification.
10. I/ We certify that in regard to matters other than security and integrity of the country, I/We have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/ We further certify that in regard to matters relating to security and integrity of the country, I/We have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
12. I/ We further certify that no investigation by a regulatory authority is pending against me / us or against our CEO or any of our directors/ managers/ employees.
13. The Statement of Legal Capacity as per Format-1 provided in this tender document, and duly signed, is enclosed. The power of attorney for signing of the Tender as per Format - 2 provided, is also enclosed.
14. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the KoPT in connection with the selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
15. I/We further declare that I/We have not been blacklisted/barred by the Central / any State Government / or any entity controlled by them from participating in any project/assignment and I/We declare and confirm that as on the date of opening of the bid no bar is subsisting on me/us related to participating in this tender.
16. I/We further declare that in the last 3 (three) years, I/We have not failed to perform on any contract, nor has been expelled from any project or contract by any public entity, nor have had any contract terminated by any public entity for breach.
17. I/ We agree and undertake to abide by all the terms and conditions of the tender document.

In witness thereof, I/we submit this Tender/Bid under and in accordance with the terms of the tender document.

Yours faithfully,

Date:

(Signature, name and designation of
the Authorised Signatory)

Place:

Name and seal of the Tenderer

Format 4

INFORMATION/ PROFILE OF THE BIDDER

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/or commencement of business:
 - (e) Status of the Bidder (Individual / Partnership Firm / Company / Society / Any other (Specify) [(attach partnership deed/ certificate of incorporation/ document pertaining to Registration of Society, etc., as applicable)
 - (f) Other details of the Bidding Organization
Employee Strength (in India)
Organization Structure (chart):
2. Office Address in Kolkata :
(In case, the successful bidder does not have an office in Kolkata at present, he will have to set up an office in Kolkata within 15 days from the LoA)
3. Brief description & Achievements of the Company during last 5 years
(in not more than 5 A4 pages)
4. Details of individual(s) who will serve as the point of contact/ communication for the KoPT:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Phone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
5. Particulars of the Authorised Signatory of the Applicant:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

(Signature, name and designation of
the Authorised Signatory)

Name and seal of the Tenderer

Format 5**FINANCIAL QUALIFICATION OF THE BIDDER**

S. No.	Financial Year	Annual Turnover (Rs in Lakhs)
1.	2016-2017	
2.	2017-2018	
3.	2018-2019	
	Average Annual Turnover (Rs in Lakhs)	

Certificate from the Statutory Auditor^{\$}

This is to certify that (Name of the Applicant) has average annual Turnover of Rs. _____ (in figures and in words) as shown above for the period of the 3 years concerned

Name and designation of the Signatory
Name of the audit firm:
Address of the Audit Firm
E-mail of the Audit Firm
Seal of the audit firm

Date:

[Notes^{\$} :-

- The above certificate will be entirely relied upon for the Turnover eligibility
- In case the Applicant does not have a statutory auditor, it shall provide the certificate from its Chartered Accountant that ordinarily audits the Annual Accounts of the Applicant.
- UDIN should be mentioned in certificates issued on or after 1.2.2019]

(Signature, name and designation
of the authorized signatory)

Name and seal of the Tenderer

Format 6**PREVIOUS EXPERIENCE OF THE BIDDER**

Sl. No.	Full particulars of Credentials. (i) Name of work. (ii) Client –name, address. (iii) (a) Work Order No. & Date OR (iii) (b) Contract Agreement No. & date (iv) Contract Value [Submission of documentary evidence of (iii)(a) OR (iii)(b) is MANDATORY]	Completion Certificate from Client (i) Certificate No. and date [Submission of documentary evidence is MANDATORY]	Name, address, fax/mobile/mail of the official(s) of the Client to whom reference can be made for verification

(Signature, name and designation
of the authorized signatory)

Name and seal of the Tenderer

Format 7

CONCURRENT COMMITMENTS OF THE BIDDER

Information on works in the hand of the bidder at the time of submission of tender offer)

Sl. No.	Full particulars of works to be executed concurrently by the bidder. (iv) Name of work. (v) Client. (vi) W.O. No. & Date.	Sanctioned Tender Value. (in Rs.)	Completion time	Name and address to whom reference can be made in respect of the contract

(Signature, name and designation of the Authorised Signatory)

Name and seal of the Tenderer

Format 8

UNDERTAKING

(in letterhead of the bidder)

(Undertaking to be submitted in lieu of uploading/submitting signed copy of full tender document in the letter head of the bidder)

To
Secretary , KoPT
Kolkata Port Trust
15 , Strand Road
Kolkata -700001

**Sub :- Comprehensive Facility Management Services Under General
Administration Department Kolkata Port Trust.**

Madam,

With reference to your tender document vide Tender No. -----.

2. I/We,(Name of Tenderer) have fully read and understood the entire Tender Document, its various formats, GCC, Corrigendum and Addenda, if any, downloaded from under the instant e-tender and no other source, and will comply to the said document, Formats contained in the said document, GCC, Corrigendum and Addenda.

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

Yours faithfully,

(Signature, name and designation of
the Authorised Signatory)

Name and seal of the Tenderer

PROFORMA OF INTEGRITY PACT

On Rs.100/- (Rupees One Hundred only) Non-Judicial Stamp Paper

INTEGRITY PACT

Between

Kolkata Port Trust (KoPT) hereinafter referred to as “This Principal”

And

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

Preamble

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

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

NOW, THEREFORE

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

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

Section-1:Commitments of the Principal/employer.

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

process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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

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

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bid or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor (s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representative in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian Agent/representative have to be in Indian Rupees only. Copy of the Guidelines on Indian Agents of foreign Suppliers is annexed and marked as Annexe-A.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or

any other intermediaries in connection with the award of the contract.

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

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

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

Section- 4: Compensation for Damages.

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand the recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section -5: Previous transgression.

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years from the date of signing the Integrity Pact with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Undertakings /Enterprise in India, Major Ports, / Govt. Departments of India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as considered appropriate.

Section- 6: Equal treatment of all Bidders / Contractors/ Subcontractors.

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section-7: Other Legal actions violating Bidder(s)/Contractor(s)/ Sub contractor(s).

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

Section-8: Role of Independent External Monitor (IEM).

- (a) The task of the monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- (b) The monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Kolkata Port Trust.
- (e) The BIDDER / CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER / CONTRACTOR. The demonstration of a valid interest, unrestricted and unconditional access to his contract documentation, if any. The same is applicable to Sub- contractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor(s) with confidentiality.
- (f) The Principal / Employer will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.
- (g) The Monitor will submit a written report to the designated Authority of Principal / Employer/ Chief Vigilance Officer of Kolkata Port Trust within 8 to 10 weeks from the date of reference or intimation to him by the Principal / Employer / Bidder / Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER / CONTRACTOR can approach the Independent External Monitor (s) appointed for the purposes of this Pact.
- (h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. If the Monitor has reported to the Principal substantiated suspicion of an offence under the relevant IPC/PCA and the Principal / Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance

Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

- (i) The word 'Monitor' would include both singular and plural.

At present for implementation of Integrity Pact, Ms. Bulbul Sen, IRS (Retd.) & Shri Subhashish Sarkar; IPoS (Retd.), have been appointed by KoPT as Independent External Monitor (IEM) and their contact details are available in the Kolkata Port website – www.kolkataporttrust.gov.in. However, Kolkata Port Trust reserves the right to change the Independent External Monitor (IEM) which will be intimated to the bidder accordingly.

Section-9: Facilitation of Investigation:

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

Section-10: Pact Duration:

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

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

Section-11: Other provisions:

- (1) This agreement is subject to Indian law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.
- (2) Changes and supplements as well as termination notices need to be made in writing in English.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners of consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.1 There shall be compulsory registration of Indian agents of Foreign suppliers for all Tenders. An agent who is not registered with KoPT shall apply for registration in the prescribed Application Form.

1.2 Registered agents will file an authenticated Photostat copy (duly attested by a Notary Public)/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/retainer ship being paid by the principal to the agent before the placement of order by KoPT.

1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

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

2.1 Tenderers of Foreign nationality shall furnish the following details in their offers :

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it is to be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission / remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/remuneration if any, payable to his agents/representatives in India, is to the paid by KoPT in Indian Rupees only.

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

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price(s) quoted by the Tenderer for himself. 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), is to be paid by KoPT in India in equivalent Indian Rupees.

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/remuneration, if any, payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

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

For & on behalf of the Principal)
(Office Seal)

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

Place.....

Date.....

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT made _____ day of _____ 20____ between the "Board Of Trustees for the Port Of Calcutta , a statutory body constituted under Major Port Trust Act ,1963 under the rules there under and statutory modification thereto having Registered Office at 15, Strand Road , Calcutta -700001 (hereinafter called "CLIENT" which expression unless excluded by or repugnant to the context be deemed to include his successor/s in office) on the one part and _____ (hereinafter called the "SERVICE PROVIDER" which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representative, successor in office and permitted assigns) of the other part.

KoPT being desirous of getting executed the Assignment mentioned, enumerated or referred to in the Tender Document including Notice Inviting Tender, Instruction to Tenderers, Special Conditions, and other Documents, has invited tenders.

Service provide has understood the Assignment specified in the Tender Document and satisfied himself in all respects by careful examination before submitting his Tender as to the nature and magnitude of the Assignment and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the Tender Document or having any connection therewith, and has considered the nature and extent of all probable and possible situations, delays, hindrances or interference to or with the execution and completion of the Assignment, to be carried out under the Agreement/Arrangement, and has examined and considered all other matters, condition and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the completion of work and which might have influenced him in making his Bid.

KoPT has accepted a Tender/Offer by the Service Provider for the Assignment stated in the Tender document floated by KoPT .

NOW THIS CONTRACT AGREEMENT WITNESSETH as follows :-

1. The following documents shall be deemed to form and be read and construed as part of this Agreement , viz :- (i) .The said Tender/Offer & the acceptance of Tender/ Offer. (ii) The General Conditions Of Contract. (iii).Special Conditions Of Contract (If any). (iv) All correspondences by which the contract is added, amended, varied or modified in any way by mutual consent.

2. In consideration of the payments to be made by KoPT to the Service Provider, the Service provider will duly complete the Assignment and shall do and perform all other acts and things, mentioned or described or which are to be implied therefrom or may be reasonably necessary for completion of the Assignment and at the times and in the manner and subject to the terms and conditions or stipulations mentioned. The Service provider does hereby agree to pay such sums as may be due to the KoPT and such other sums as may become payable to the KoPT.

3. The Trustees hereby covenants to pay to the Service provider in consideration of such execution and completion of the Assignment, the Contract Prices at the times and in the manner prescribed in the Tender document or Work Order.

IN WITNESS WHEREOF the Parties have executed these presents on the day and the year first above written.

Signed and Delivered

For and on behalf of

The KoPT

Date _____

Place _____

Signed and Delivered

For and on behalf of

The Service Provider

Date _____

Place _____

In presence of two Witnesses.

1.

2.

Format 11

BG FORMAT
FOR SECURITY DEPOSIT/PERFORMANCE GUARANTEE

Draft Proforma of Bank Guarantee (Performance Guarantee) to be issued by any Scheduled Bank of India on Non-Judicial Stamp Paper worth Rs.100/- in lieu of Cash Security Deposit

To
The Board of Trustees
for the Port of Kolkata.

BANK GUARANTEE NO.....DATE.....
Name of issuing Bank.....
Name of Branch.....
Address.....

Whereas in terms of the Tender No. dated,
M/s.....
(hereinafter referred as the Service Provider) having its Registered Office at, for due performance of its obligations during the contract period and post-contract period, as stipulated in the referred NIT hereinabove, is required to provide an “irrevocable–encashable-at-call” Bank Guarantee for a sum of Rs. (Rupees only) to the Board of Trustees for the Port of Kolkata (hereinafter referred as the Client), a body corporate, duly constituted under the Major port Trust Act, 1963 (Act 38 of 1963).

And whereas the(the Service Provider) has requested(Bank name/branch/Address) (hereinafter referred as the Bank) to furnish an unconditional, irrevocable–encashable-at-call Bank Guarantee in favour of the Trustees/Client for the said sum of Rs. (Rupees only) on behalf of M/s (the Service Provider)

We,..... (Bank name/branch/Address), do on the advise of the Service Provider, hereby undertake to indemnify and keep indemnified the Trustees/Client to the extent of the said sum of Rs. (Rupees only)

We,..... (Bank name/branch/Address), further agree that if a written demand is made by the Trustees/Client through any of its officials for honoring the Bank Guarantee constituted by these presents, We,..... (Bank name/branch/Address) 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 Service Provider and the Trustees/Client, this would be no ground for us, (Bank name/branch/Address) to decline to honour the Bank Guarantee in the manner aforesaid.

We,..... (Bank name/branch/Address), further agree that a mere demand by the Trustees/Client at any time and in the manner aforesaid, is sufficient for us, (Bank name/branch/Address), 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 Event Manager and no protest by the Event Manager, made either directly or indirectly or through Court, can be valid ground for us, (Bank name/branch/Address), to decline or fail or neglect to make payment to the Trustees/Client in the manner and within the time aforesaid.

We,..... (Bank name/branch/Address), further agree that the Bank Guarantee herein contained shall remain in full force and effect, up to and inclusive of (dd/mm/yyyy) with a claim period of six months thereafter, i.e upto (dd/mm/yyyy).

We,..... (Bank name/branch/Address), further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees/Client shall have the fullest liberty to vary from time to time any of the terms and conditions of the said permission or to extend any time for performance of any/all obligations by the Service Provider or to postpone for any time or from time to time any of the powers exercisable by the Trustees/Client against the Service Provider and to forebear or enforce any of terms and conditions relating to the said permission and We,..... (Bank name/branch/Address), shall not be relieved from our liability by reason of any such variation or extension being granted to the Service Provider or for any fore-bearance, act or commission on the part of the Trustees/Client or any indulgence by the Trustees/Client to the Service Provider.

We, (Bank name/branch/Address), further agree that any dispute regarding this Bank Guarantee will be adjudicated only under the jurisdiction of the Calcutta High Court.

This guarantee will not be discharged due to change in the constitution of the Bank or the Service Provider.

We, (Bank name/branch/Address), lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the Trustees/Client in writing.

Notwithstanding anything contained herein :-

1. Our liability under this bank guarantee shall not exceed Rs. (Rupees only)
2. This Bank Guarantee shall be valid upto(mm/dd/yyyy) and
3. We are liable to pay immediately without making any further reference, the guaranteed amount of Rs. (Rupees only) or any part thereof under this Bank Guarantee so demanded by the authorized officer of the Board of Trustees for the Port of Kolkata serving upon us written claim or demand on or before(mm/dd/yyyy)
4. At the end of the claim period all your rights under this guarantee shall stand extinguished and we shall be discharged from all our liabilities under this guarantee.

SIGNATURE.....

NAME.....

DESIGNATION.....

BANK.....

BRANCH.....

(OFFICIAL SEAL OF THE BANK)

Format 12

ON NON-JUDICIAL STAMP PAPER OF AT LEAST Rs. 10/-
BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE
AT.....

AFFIDAVIT

I _____ son of _____ aged about ____ years,
by faith _____ by occupation _____
residing at _____ do hereby solemnly affirm
and declare as follows:

1. THAT I am the proprietor / partner of _____
having office at _____ and carrying on business on
the said name.
2. THAT my aforesaid firm is exempted from Act (ESI or
EPF related as applicable) and the said firm has no valid
Registration (ESI or EPF as applicable) .
3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the Clause
No. _____ of the Tender No. _____
issued by the Kolkata Port Trust in respect of the work (name of the work to be mentioned) .

THAT the statements made above are all true to the best of my knowledge and belief.

DEPONENT

Identified by

Format 13

Bidder is requested to indicate total number of personnel he intends to provide, along with other infrastructural and material requirements that he will provide under the following services [Please refer page 18; 1st bullet point under (3)] :-

Photocopying services under Section 2(I),
Courier/Messenger services under Section 2(II),
Laundry Services under Section 2(III),
Pest-Control services under Section 2(V)(a),
Management, liaisoning and facilitation of periodic maintenance of Water Coolers and Water-purifiers under Section 2(V)(b) and
Management, liaisoning and facilitation of issues related to Telecom Service, Dish TV service under Section 2(V)(c)

Format 14

Bidder is requested to indicate other infrastructural and material requirements that he will provide under the following services [Please refer page 18; 2nd bullet point under (3)] :-

Housekeeping and Errand Services under Section 2(IV)

ANNEXURE CS-1

- The Service provider will have to collect documents from the Central Receipt & Despatch Section of KoPT Head office and to deliver those to the following offices:-
SCI's office at Strand Road, SBR's Office, Marine House, Navy Office, Office of Mooring Master, Fairfield, Office of ES, DM's office, MM Dept, No. 8 Workshop, Office of SE Rly, Office of DCPD, NSD, KPD, Subhas Bhawan, HSD Office, CRO's Office, Centenary Hospital, PSO Office, Dock Vigilance office, CDLB Office, Fire Office, Fair Weather House Institute, EJC, National Maritime University, GRSE, Port Fire Station, SPPS, WPPS, Offices of National Union and Calcutta Port & Shore Mazdoor Union, Libyan Tea Warehouse, Model Centre, CIWTC office, Offices within Taratolla Colony, Quarters situated on / in Port Land Park, Nimak Mahal Road, Dock dispensary and workshop, Dumayune Avenue, Brace Bridge Road, Remount Road, CGR Road, Taratolla Colony.
- Around 1500 different documents/ letters/ booklets/ books/ charts/ parcels were collected from the Central Receipt & Despatch (CRD) Section of KoPT Head Office and distributed to different addresses in January 2020.
- The Service provider will also have to collect documents from the aforesaid offices (but not quarters)[as given at first bullet point] for delivery to Central Receipt & Despatch Section of KoPT Head Office only.
- Around 1600 different documents/ letters/ booklets/ books/ charts/ parcels were collected from different offices and deposited/delivered at the Central Receipt & Despatch Section of KoPT Head office in January 2020.

The frequency of the above services will generally be on all working days (at present 5 days a week; Monday to Friday).

- The successful tenderer may also have to collect documents related to Meetings of the Board of Trustees from the Central Receipt & Despatch Section of KoPT Head office and to deliver those to the different Trustees at their respective residences/office(s) in and around Kolkata, on the same day/date of collection. The frequency of such assignment may be once/twice in a month .

**General Conditions of Contract
Forms and Agreements**

Sanctioned by the Trustees under Resolution No. 92 of the 6th Meeting held on 27th May, 1993

Including Addendum Sanctioned by the Trustees Meeting held on July, 2014

**KOLKATA PORT TRUST
KOLKATA DOCK SYSTEM & HALDIA DOCK COMPLETION
JULY , 2014**

	CLAUSE(S)/CONTENTS
1.	AMENDMENT TO GENERAL CONDITIONS OF CONTRACT
2.	DEFINITION
3.	DUTIES & POWERS OF ENGINEER & ENGINEER'S REPRESENTATIVE
4.	THE TENDER/OFFER AND ITS PRE-REQUISITES
5.	THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR
6.	COMMENCEMENT, EXECUTION AND COMPLETION OF WORK
7.	TERMS OF PAYMENT
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10.	MAINTENANCE AND REFUND OF SECURITY DEPOSIT
11.	INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION
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13	FORM OF AGREEMENT
14	PROFORMA FOR B.G. FOR CONTRACT PERFORMANCE
15	INTEGRITY PACT DOCUMENT: PROFORMA
16	DRAFT Memorandum of Understanding between Ko.P.T. & Transparency International India

AMENDMENT TO GENERAL CONDITIONS OF CONTRACT

CI-3.4 THE TENDER /OFFER & ITS PRE-REQUISITES

Table under sub-clause (a)

PREVIOUS			AS AMENDED		
Estimate d Value of Work	Amount of Earnest Money		Estimate d Value of Work	Amount of Earnest Money	
	For Works Contract	For Contract of Supplying Materials or Equipment only		For Works Contract	For Contract of Supplying Materials or Equipment only
Up to Rs. 1,00,000 =00	5% of the estimated value of work	1% of the estimated value of work	Up to Rs. 10 Crore	2% of the estimated value of work	1% of the estimated value of work
Over Rs. 1,00,000. 00	2% of the estimated value of work subject to a maximum of Rs. 20,000/- and minimum of Rs. 5,000/-.	½% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-.	Over Rs. 10 Crore	2% on first Rs. 10 Crore + 1% on the balance	½% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-.

[AMENDMENT SANCTIONED BY THE BOARD OF TRUSTEES VIDE RESOLUTION NO 210 OF THE TRUSTEES' MEETING HELD ON 26.02.2013]

Table under sub-clause (d)

PREVIOUS			AS AMENDED		
Class of Registration	Amount Of Fixed Security	Financial Limit Of Each Tender	Class of Registration	Amount Of Fixed Security	Financial Limit Of Each Tender
A	Rs 10,000/-	Any tender priced upto Rs 2,00,000/-	A	Rs 50,000/-	Any tender priced up to Rs 10,00,000/-
B	Rs 5,000/-	Any tender priced upto Rs 1,00,000/-	B	Rs 25,000/-	Any tender priced upto Rs 5,00,000/-
C	Rs 2,500/-	Any tender priced upto Rs 50,000/-	C	Rs 15,000/-	Any tender priced upto Rs 3,00,000/-

[AMENDMENT SANCTIONED BY THE BOARD OF TRUSTEES VIDE RESOLUTION NO 82 OF THE TRUSTEES' MEETING HELD ON 12.10.2012]

1. DEFINITIONS

- 1.0 In the contract, as here in after defined, the following words and expressions shall have the meaning herein assigned to them, except where the context otherwise required.
- 1.1 “Employer” or “Board” or “Trustees” means of the Employer Board of Trustees for the Port of Calcutta, a body corporate under Section 3 of the Major Port Trusts Act, 1963, including their successors, representatives and assigns.
- 1.2 “Chairman” means the Chairman of the Board and Chairman includes the person appointed to act in his place under Sections 14 and 14A of the Major Port Trusts Act, 1963
- 1.3 “Contractor” means the person or persons, Firm or Contractor Company whose tender/offer has been accepted by the Trustees and includes the Contractor’s representatives, heirs, successor and assigns, if any, permitted by the Board/Chairman.
- 1.4 “Engineer” means the Board’s official who has invited the Engineer tender on its behalf and includes the Manager (Infrastructure & Civic Facilities) or other official as may be appointed from time to time by the Employer, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the “Engineer” so designated.
- 1.5 “Engineer’s Representative” means any subordinate or Engineer’s Assistant to the Engineer or any other official appointed Representative from time to time by the Engineer to perform the duties ve set forth in Clauses 2.4 to 2.6 hereof.
- 1.6 “Work” means the work to be executed in accordance Works with the Contract and includes authorised “Extra Works” and ‘Excess Works” and “Temporary Works”.
- 1.7 “Temporary Works” means all temporary works of every Temporary kind required in or about the execution, completion or works

maintenance of the works and includes (without thereby limiting the foregoing definitions) all temporary erections, scaffolding, ladders, timbering, soaking vats, site offices, cement and other godowns, platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and mixing platforms.

- 1.8 “Extra Works” means those works required by the Engineer for completion of the Contract which were not specifically and separately included in the schedule of items of the works i.e. (Bill of Quantities) of the tender. “Excess Works” means the required quantities of work in excess of the provision made against any item of the bill of Quantities. **Extra works and Excess works**
- 1.9 “Specifications” means the relevant and appropriate Bureau of Indian Standard’s specifications / International Standard’s Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender. **Specification**
- 1.10 “Drawings” means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer. **Drawings**
- 1.11 “Contract” means and includes the General and Special Conditions of Contract, Specifications, Drawings, priced Bill of Quantities, the Tender / Offer, the letter of acceptance of the Tender/Offer, the Contract Agreement, if separately entered into and the Schedule of Rates and Price, if any, adopted by the Trustees at their discretion. **Contract**
- 1.12 “Constructional Plant” means all appliances or things of whatsoever nature required or about the execution, completion or maintenance of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent works. **Constructi onal Plant**
- 1.13 “Site” means the land, waterways and other places, on, under, in or through which the works are to be executed by the Trustees **Site**

for the purpose of the Contract.

- 1.14 “Contract Price” means the sum named in the letter of Contract acceptance of the Tender/Offer of the Contractor, subject to Price such additions thereto and deductions therefrom as may be made by the Engineer under the provisions here in after contained.
- 1.15 “Month” means English Calendar Month. Month
- 1.16 “Excepted Risks” are riot in so far as it is uninsurable, war, Excepted invasion, act of foreign enemies, hostilities) whether war be Risks declared or not), Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).
- 1.17 Word importing the singular only, also includes the plural and Singular/ vice-versa where the context so requires. Plural
- 1.18 The heading and marginal notes in these General Conditions of Headings/ Contract shall not be deemed to be part thereof or be taken into Marginal consideration in the interpretation or construction thereof or of Notes. the contract.
- 1.19 Unless otherwise stipulated the work “Cost” shall be deemed to Cost include overhead costs of the Contractor, whether on or off the site.
- 2.0 DUTIES & POWERS OF ENGINEER & ENGINEER’S REPRESENTATIVE.
- 2.1 The Contractor shall execute, compete and maintain the works Engineer’s in terms of the contract to the entire satisfaction of the Engineer Authority and Shall comply with the Engineer’s direction on any matter whatsoever.
- 2.2 The Contractor shall take instructions from the Engineer and Authority of subject to limitation of Clause 2.5 hereof, from the Engineer’s Engineer’s Representative.

Representative Engineer's Power

- (a) to supply to the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.**
- (b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.**
- (c) to order for any variation, alteration and modification of the work and for extra works.**
- (d) to issue certificates as per contract.**
- (e) to settle the claims & disputes of the Contractor and Trustees, as the first referee.**
- (f) To grant extension of completion time.**

Power of Engineer's Representative

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

- 2.5** *Provided always that the Engineer's Representative shall have no power :*
- (a) to order any work involving delay or any extra payment by the Trustees,
 - (b) to make variation of or in the works; and
 - (c) to relieve the Contractor of any of his duties or obligations under the Contract.

Limitation
of
Engineer's
Representat
ive's Power

- 2.6** *Provided also as follows :*

Engineer's
Overriding
Power

- (a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking-up thereof and re-constructing at the contractor's cost and the contractor shall have no claim to compensation for the loss if any sustained by him.
- (b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.
- (c) Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in the Engineer to his Representative in writing, shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation.

3.0 THE TENDER/OFFER AND ITS PRE-REQUISITES

- 3.1** The Contractor shall, before making out and submitting his tender/offer, be deemed to have inspected and examined the site, fully considered all factors, risks and contingencies, which will have direct and indirect impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration :

The tender
must
encompass
all relevant
aspects/
issues.

- (a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and

Site &

- | | |
|--|---|
| <p>climatic conditions, the means of access to the site and all other local conditions, including the likely charges and costs for temporary way-leave, if any, required for the work.</p> | <p>Local condition.</p> |
| <p>(b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract.</p> | <p>Drawing/ Specification/ Nature & extent of work to be done.</p> |
| <p>(c) The accommodation required for the workmen and site office, mobilisation/demobilisation and storage of all plant, equipment and Construction materials.</p> | <p>Accommodation for Contractor's men/materials.</p> |
| <p>(d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all at Contractor's cost.</p> | <p>Water for drinking etc. /Electrical power.</p> |
| <p>(e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made thereunder, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance.</p> | <p>Payment of Taxes/duties and observance of all statutes.</p> |
| <p>(f) Payment of all kinds of stamp-duty for executing the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds.</p> | <p>Payment of Stamp Duty by the Contractor.</p> |
- 3.2 The Contractor's tender shall be in ink on the Tender Forms supplied by the Trustees, unless stipulated otherwise in the Notice Inviting the Tender and shall be faultless in figures and free from erasing. Corrections, if any, shall only be made by scoring out and initialling of the revised figure.**
- 3.3 If required by the Engineer or the Trustees, the Contractors in their tender or subsequently, shall disclose the names of their**
- Disclosure of Owner's name.**

owners/partners/share holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled.

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

Estimated Value of Work	Amount of Earnest Money	
	For Works Contract	For Contract of Supplying Materials or Equipment only
Up to Rs. 1,00,000=00	5% of the estimated value of work	1% of the estimated value of work
Over Rs. 1,00,000=00	2% of the estimated value of work subject to a maximum of Rs. 20,000/- and minimum of Rs. 5,000/-.	½% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-.

- (b) Earnest Money shall be deposited with the Trustees' treasurer in cash or by Banker's Cheque of any Calcutta Branch of a Nationalised Bank of India drawn in favour of Calcutta Port Trust or in the form of any "Account Payee" Draft of any Nationalised Bank of India drawn in favour of "Calcutta Port Trust" and payable at Calcutta/Haldia, as the case may be, and the receipt granted therefor be kept attached to the Tender/Offer in the Sealed Cover. **Method of Paying E.M.**

- (c) Earnest Money of unaccepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalised Bank of Calcutta / Haldia. **Refund of E.M.**

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

Class of Registration	Amount of Fixed Security	Financial Limit of Each Tender
A	Rs. 25,000/-	Any tender priced up to Rs.5,00,000/-
B	Rs. 10,000/-	Any tender priced up to Rs.2,00,000/-
C	Rs. 5,000/-	Any tender priced up to Rs.1,00,000/-

- (e) (i) Tender submitted without requisite Earnest Money may be liable to rejection. **Tender without EM liable to rejection.**
- (ii) If before expiry of the validity period of his Tender/Offer, the tenderer amends his quoted rates or tender/offer making them unacceptable to the Trustees and/or withdraws his tender/offer, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees. **Forfeiture of E.M. before Acceptance of offer.**
- (f) The Earnest Money of accepted tender/offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Contractor after cancellation of the previous Receipt of Earnest Money. **E.M. to be converted to part S.D.**
- (g) Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done up to the stage of completion. **Mode of recovery of balance S.D.**

Value of Work	% of Security Deposit for works contract.	% of Security Deposit For contract of supply-ing materials & equipment only.	Scale of S.D. recovery.

For works up to Rs.10,00,000/-.	10% (Ten percent)	1% (One percent)
For works costing more than Rs.10,00,000/- and up to Rs.20,00,000/-	10% on first Rs.10,00,000/- + 7½% on the balance.	1% on first Rs.10,00,000/- + ½% on the balance.
For works costing more than Rs.20,00,000/-	10% on first Rs.10,00,000/- + 7½% on the next Rs.10,00,000/- + 5% on the balance.	1% on first Rs.10,00,000/- + ½% on the next Rs.10,00,000/- + ¼% on the balance.

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

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

3.5 (i) The Security Deposit shall refunded to the Contractor in terms of Clause 9.3 hereinafter and subject to deduction, if any, under the provision of Sub-clause 3.5 (ii) herein below. Id, however, the Contract provides for any maintenance period. 50% of the Security Deposit may be refunded against any of the treasury Receipt for that amount on expiry of half of the maintenance period and the balance deposit on the expiry of the said maintenance period and after the Engineer has certified the final completion of work in Form G.C.2 and the Contractor has submitted his "No Claim" Certificate in Form G.C.3. Mode of refund of S.D.

(ii) The Security Deposit/Earnest Money may be liable to forfeiture at the option of the Trustees, if the Contractor fails to S.D. Forfeiture of S.D.

carry out the work or to perform/observe any of the conditions of the Contract. The Trustees shall also be at liberty to deduct any of their dues from the Security Deposit, fixed Security, Earnest Money or from any sum due or to become due to the Contractor under any other contract.

- 3.6** If stipulated in the contract as a Special Condition, the contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from Calcutta/Haldia Branch, as the case may be, of any Nationalised Bank of India in the proforma annexed hereto and for the sum and period as mentioned in the letter of acceptance of the Tender/Offer, within 15 days from the date of such letter, failing which the Contract shall be liable to be terminated and the earnest money shall be liable to forfeiture; all at the discretion of the Engineer. The cost of obtaining this or any other Bank Guarantee and/or the revalidation thereof, wherever required, has to be borne by the Contractor and it shall be his sole responsibility to arrange for timely revalidation of such Bank Guarantee, failing which and for non-fulfilment of any contractual obligation by the Contractor, the Engineer and/or the Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally.
- Bank
Guarantee
in lieu of
Cash S.D.
in certain
cases**

- 3.7** “Every Tenderer/ Bidder shall submit, in respect of a tender value of more than Rs 5 Crore, along with their tender comprising Special Conditions of Contract, General Conditions of Contract, BOQ, Earnest Money, etc. a document called Integrity Pact Agreement duly signed by their authorized representative. The Proforma of the Integrity Pact Agreement shall as specified in the GCC. In case of tender value more than Rs 5 Crore, the Integrity Pact Agreement is an essential part and parcel of bid document to be submitted by each tenderer, without which the tender shall not be considered.”

4.0 THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR

- 4.1 (a)** The contract documents shall be drawn-up in English language.
- English
language
to be used**
- (b)** The contract shall be governed by all relevant Indian Acts. As applicable only within the jurisdiction of the High Court at Calcutta, India, including the following Acts :
- Applicabil
ity of laws
on the
contract**
- 1. The Contract Act (India), 1872.**

2. The Major Port Trusts Act, 1963.
3. The Workmen's Compensation Act, 1923.
4. The Minimum Wages Act, 1948.
5. The Contract Labour (Regulation & Abolition) Act, 1970.
6. The Dock Workers' Act, 1948.
7. The Arbitration and Conciliation Act (1996) (in the case of a definite Arbitration Agreement only).

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| <p>4.2 After acceptance of his Tender/Offer and when called on to do so by the engineer or his representative, the contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term 'Contract' herein-before, shall collectively be the Contract.</p> | <p>Contractor to Execute Contract Agreement.</p> |
| <p>4.3 Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.</p> | <p>Interpretation of contract documents – Engineers' Power</p> |
| <p>4. Two copies of the Drawings referred to in the general and special Conditions of Contract and in the Bill of Quantities, shall be furnished by the Engineer to the Contractors free of cost for his use on the work, but these shall remain the property of the Trustees and hence, the Contractor shall return them to the Engineer or his Representative on completion of the work, if not torn or mutilated on being regularly used at site.</p> | <p>All Drawings are Trustees' property.</p> |
| <p>4. The Contractor shall prove and make at his own expense any working or progress drawings required by him or necessary for the proper execution of the works and shall, when required, furnish copies of the same free of cost to the Engineer for his information and/or approval, without meaning thereby the shifting of Contractor's responsibility on the Engineer in any way whatsoever.</p> | <p>Contractor to prepare working / progress drawings</p> |
| <p>4. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the Engineer. Even if such permission be granted, the Contractor shall remain responsible (a) for the acts, defaults and neglect of any sub-contractor, his agents, servants or workmen as fully as if these were the acts, defaults or neglects of the Contractor</p> | <p>Contractor cannot sublet the work</p> |

himself or his agents, servants or workmen and (b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a “piece rate” basis shall not be deemed to be sub-letting under this clause.

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| <p>4. Unless otherwise specified, the Contractor shall be deemed to have</p> <p>7 included in his Tender/Offer all his cost for supplying and providing all constructional plant, temporary work. Materials both for temporary and permanent works, labour including supervision thereof, transporting to and from the site and in and about the work, including loading, unloading, fencing, watching, lighting, payment of fees, taxes and duties to the appropriate authorities and other things of every kind required for the construction, erection, completion and maintenance of the work.</p> | <p>Contractors' price is inclusive of all costs</p> |
| <p>4. The Contractor shall be solely responsible for the adequacy, stability</p> <p>8 and safety of all site operations and methods of construction, even if any prior approval thereto has been taken from the Engineer or his Representative. The Contractor shall not be responsible for the correctness of the design or specification of the Temporary and Permanent works formulated by the Engineer; but the Contractor shall be fully responsible for the correct implementation thereof, as also for any design and specification prepared/proposed/used by the Contractor.</p> | <p>Contractor is responsible for all construction process, except for correctness of design and specification formulated by the Engineer</p> |
| <p>4. Whenever required by the Engineer or his representative, the</p> <p>9 Contractor shall submit to him the details of his (a) programme for execution of the work, (b) proposed procedure and methods of work, (c) proposed deployment of plant, equipment, labour, materials and temporary works. The submission to and/or any approval by the Engineer or his Representative to any such programme or particulars shall not relieve the Contractor of any of his obligations under the contract.</p> | <p>Contractor to submit his programme of work</p> |

If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.

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| <p>4.10 Necessary and adequate supervision shall be provided by the Contractor during execution of the works and as long thereafter as</p> | <p>Contractor to supervise</p> |
|--|--------------------------------|

the Engineer or his representative shall consider necessary during the works the maintenance period. The Contractor or his competent and authorised agent or representative shall be constantly at site and instructions given to him by the Engineer or his representative in writing shall be binding upon the Contractor subject to limitation in Clause 2.5 hereof. The Contractor shall inform the Engineer or his representative in writing about such representative/agent of him at site.

4.11 The Contractor shall employ in execution of the Contract only qualified careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of is staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.

Contractor to deploy qualified men and Engineer's power to remove Contractor's men

4.12 The Contractor shall be responsible for the true and proper setting out of the works in relation to reference points/lines/levels given by the Engineer in writing. The checking of any setting-out or of any alignment or level by the Engineer or his Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and he shall fully provide protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting out the works.

Contractor is responsible for line, level, setting out etc.

4.13 From the commencement of the works till issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his own cost as per instruction and to the satisfaction of the engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Contractor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the Engineer as

Contractor is responsible to protect the work

also for defects/damages if any caused to the work by the Contractor during such repairs and replacement in the maintenance period.

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| <p>4.1
4</p> | <p>The Contractor shall at his own cost protect support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/or to any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract.</p> | <p>Contractor is responsible for all damages to other structures / persons caused by him in executing the work.</p> |
| <p>4.1
5</p> | <p>The Contractor shall immediately inform the Engineer's Representatives if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees' expense as per the instruction of the Engineer's Representative.</p> | <p>Fossils, Treasure travois, etc. are Trustees' property</p> |
| <p>4.1
6</p> | <p>The Contractor shall be deemed to have indemnified and shall indemnify the Trustees against all claims, demands, actions and proceedings and all costs arising therefrom on account of :</p> <p>(a) Infringement of any patent right, design, trademark or name or other protected right in connection with the works or temporary work.</p> <p>(b) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.</p> <p>(c) Unauthorised obstruction or nuisance caused by the contractor in respect of Public or Private or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person.</p> <p>(d) Damage/injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work.</p> | <p>Contractor to Indemnify the Trustees against all claims for loss, damage, etc.</p> |

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| 4.1 | Debris and materials, if obtained by demolishing any property, | Dismantled |
| 7 | building or structure in terms of the Contract shall remain the | materials |
| | property of the Trustees. | Trustees' |
| | | property |

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maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.

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| <p>4.19</p> | <p>Every direction or notice to be given to the Contractor shall</p> <p>be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or despatch.</p> | <p>Notice to Contractor.</p> |
| <p>4.20</p> | <p>The Contractor and his Sub-contractor or their agents and men and any firm supplying plant, materials and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing.</p> | <p>Contractor not to publish photograph or particulars of work</p> |
| <p>4.2
1</p> | <p>The Contractor shall at the Trustees' cost to be decided by the Engineer render all reasonable facilities and Co-operation as per direction of the Engineer or his representative to any other Contractor engaged by the Trustees and their workmen to the Trustees' own staff and to the men of other Public Body on or near the site of work and in default the Contractor shall be liable to the Trustees for any delay or expense incurred by reason of such default.</p> | <p>Contractor to provide facilities to outsiders</p> |
| <p>4.2
2</p> | <p>The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic.</p> | <p>Work to cause minimum possible hindrance to traffic movement</p> |
| <p>4.2
3</p> | <p>All constructional plants, temporary works and materials when brought to the site by the Contractor shall be deemed to be the property of the Trustees who will have lien on the</p> | <p>Trustees' lien on Contractor's</p> |

same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer or his Representative. **Plant & Equipment.**

5.0 COMMENCEMENT, EXECUTION AND COMPLETION OF WORK.

5.1 The Contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Contractor's tender/offer by the Trustees or within such preliminary time as mentioned by the Contractor in the Form of Tender or the time accepted by the Trustees. The Contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representatives, time being deemed the essence of the contract on the part of the contractor. **Preliminary time to commence work an maintenance of steady rate of progress**

5.2 The Contractor shall provide and maintain a suitable office at or near the site to which the Engineer's Representative may send communications and instructions for use of the Contractor. **Contractor's site office**

5.3 Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the contractor shall not execute the work beyond the working hours observed by the Engineer's Representative and on Sundays and Holidays observed in the Trustees' system, except in so far as it becomes essential on account of tidal work or for safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any act or neglect on the part of the contractor, then the Engineer or his Representative shall order and the contractor at his own expense shall work by day and by night and on Sundays and Public Holidays. Any failure of the Engineer or his Representative to pass such an order shall not relieve the contractor from any of his obligations. The Engineer's decision in this regard shall be final binding and conclusive. **Contractor to observe Trustees' working hours**

5.4 Unless stipulated otherwise in the contract all materials required for the work shall be procured and supplied by the contractor with the approval of the Engineer or his materials as **Contractor to supply all materials as**

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| <p>Representative and subject to subsequent testing as may be required by the Engineer or his Representative. The Engineer shall exercise his sole discretion to accept any such materials.</p> | <p>per requirement of the Engineer or his representative</p> |
| <p>5.5 Unless stipulated otherwise in the contract all materials, workmanship and method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the material and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.</p> | <p>Materials & Works</p> |
| <p>5.6 Samples shall be prepared and submitted for approval of the Engineer or his representative, whenever required to do so, all at the Contractor's cost.</p> | <p>Contractor to submit samples for approval</p> |
| <p>5.7 Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work, shall be borne by the Contractor.</p> | <p>Contractor to arrange all testing at his own cost.</p> |
| <p>5.8 Regarding the supply of any materials by the Trustees to the contractor in accordance with the contract, the following conditions shall apply :</p> | |
| <p>(a) The Contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative.</p> | <p>The Contractor shall account for and look after the Trustees' materials</p> |
| <p>(b) Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than "Excepted Risks", the Contractor shall compensate the Trustees' in the manner decided by the Engineer and shall at no stage remove or cause to be</p> | <p>Contractor to compensate for loss and damage to Trustees'</p> |

removed any such material from the site without his materials permission in writing.

- (c) The Trustees' materials will generally be supplied in stages and in accordance with the rate of progress of work but except for grant of suitable extension of completion time of work as decided by the Engineer. The Contractor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Contractor shall, however, communicate his requirement of such materials to the Engineer from time to time. Delay in supply of Trustees' materials will only entitle the Contractor for extension of completion time of work
- (d) Unless stipulated otherwise in the contract, the value of the Trustees' materials issued to the contractor shall be recovered from the contractor's bills and/or any of his other dues, progressively according to the consumption thereof on the work and/or in the manner decided by the Engineer or his representative and at the rate/s stipulated in the contract. These rates shall only be considered by the contractor in the preparation of his tender/offer and these will form the basis of escalation/variation, if in future the contractor is required to procure and provide any such material on the written order of the Engineer consequent on the Trustees' failure to effect timely supply thereof. Recovery from Contractor for Trustees' materials under normal circumstances
- (e) If the Engineer decides that due to the contractor's negligence, any of the Trustees' materials issued to the contractor has been – (i) lost or damaged, (ii) consumed in excess of requirement and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills or from any of his other dues, after adding 19 ¼% extra over the higher one of the followings - Recovery from Contractor for Trustees' materials under other circumstances .
- (1) The issue rate of the materials at the Trustees' Stores and
- (2) The market price of the material on the date of issue as would be determined by the Engineer.

5.9 The Engineer or his Representative shall have the power to Contractor to

insect any material and work at any time and to order at any time – (I) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the engineer or his representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and proper re-execution of any work which in respect of material and workmanship is not in accordance with the contract or the instructions of the Engineer. The Contractor shall comply with such order at his own expense and within the time specified in the order. If the contractor fails to comply, the Engineer shall be at liberty to dispose any such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days.

- 5.10 No work shall be covered up and put out of view by the contractor without approval of the Engineer or his Representative and whenever required by him, the contractor shall uncover any part or parts of the work or make openings in or through the same as may be directed by the Engineer or his representative from time to time and shall reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the contractor.

The Trustees shall reimburse such cost as determined by the Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.

replace materials/work not acceptable to the Engineer or his Representative Contractor to seek approval of Engineer or his Representative before covering up any portion of work

5.11 On a written order of the Engineer or his Representative, the Contractor to contractor shall delay or suspend the progress of the work suspend work till such time the written order to resume the execution is on Order received by him. During such suspension the contractor shall from protect and secure the work to the satisfaction of the Engineer or the Engineer or his Representative. All extra expenses in giving his effect to such order shall be considered by the Trustees, Representative unless such suspension is – e

(a) otherwise provided for in the contract, or

(b) necessary by reason of some default on the part of the contractor, or

(c) necessary by reason of climatic conditions on the site, or

(d) necessary for proper execution of the works or for the safety of the works or any part thereof.

The Engineer shall settle and determine such extra payment and/or Extension of completion time to be allowed to the contractor, as shall, in the opinion of the Engineer be fair and reasonable, and the same shall be final and binding on the Contractor.

5.11. If at any time before or after commencement of the work the 1 Trustees do not require the whole of the work tendered for the Engineer shall notify the same to the contractor in writing and the contractor shall stop further works in compliance of the same. The Contractor shall not be entitled to any claim for compensation for underived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer in the original specifications, drawings, designs and instructions.

5.12 When the whole of the work has been completed to the Completion satisfaction of the Engineer and has passed any final test Certificate prescribed in the contract, the contractor shall, within 21 G.C.1. days of submission of his application to the Engineer, be entitled to receive from him a certificate for completion of work in Form G.C.1, annexed hereto. If any part of the total work having been completed to the satisfaction of the

Engineer, be taken over and/or used by the Trustees, the Contractor shall on application be entitled to partial completion certificate in the Form G.C.1 indicating the portion of the work covered by it, so that the Contractor's liability during maintenance period of the contract, if any, shall commence from the date mentioned in such certificate so far as the completed portion of the work is concerned.

6.0 TERMS OF PAYMENT :

- 6.1** No sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer. All interim payments are advances till issue of Certificate in Form G.C.2
- On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advance, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.
- 6.2** All payments shall be made to the Contractor only on the basis of measurements of actual work done, as recorded in the Trustees' measurement books and at accepted tendered or at agreed rates, as the case may be, except as otherwise provided in the contract and when the Engineer decides any other rate for change in the scope of work or omission, if any, on the part of the Contractor. Payment on the basis of measurements at agreed rates.
- 6.3** For work of sanctioned tender value more than Rs.50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made at the discretion of the Engineer or his Representative at intervals deemed suitable and justified by him. Provided always that subject to execution of work of substantial value in the context of the contract price, the interval of such on account payments shall be decided by the Engineer or his Representative, which shall ordinarily not be less than 1 month in between two payments for on account bill and/or advance. Limitation for on account payment
- 6.4** Measurement for works done shall be progressively taken by Recording of

the Engineer's Representative and entered in the Trustees' measurements Measurement Book, at intervals deemed suitable and proper by him and/or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the engineer's Representative in every manner required by him. After the measurements taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a token of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even after 3 days written notice from the Engineer's Representative, the measurement shall be taken ex-parte by the Engineer's Representative and those shall be accepted by the Contractor.

- 6.5 Based on the quantum of work and the value thereof Contractor to computed in the Measurement Book, the Contractor prepare and shall type out his bill in the proforma approved by the submit his bills Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable" sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees' end. The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amounts and recoveries to type out the bill.

- 6.6 At the discretion of the Engineer or his Representative and only in respect of accepted offers/where estimated amount put to tender would be Rs.2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor. Provided always that –

- (i) the materials shall, in the opinion of the Engineer or his Representative be of imperishable nature,

Advance
payment
against Non-

- (ii) the value of such materials shall be assessed by the perishable engineer or his Representative at their own materials discretion,**
- (iii) a formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials,**
- (iv) the materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise,**
- (v) in the event of storage of such materials within the Trustees' protected areas in the Docks, the contractor shall submit an Indemnity Bond in the proforma and manner acceptable to Trustees' whereby the contractor shall indemnify the Trustees against all financial loss/damage, on account of loss/damage to such materials for whatever reasons,**
- (vi) in the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the Engineer an irrevocable Bank Guarantee favouring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Calcutta/Haldia Branch of any Nationalised Bank or a Schedule Commercial Bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee.**
- (vii) The amount of advance shall be recoverable from the contractor's bills or any other dues, progressively with the consumption of the materials on the basis of quantity consumed. Consequent on full recovery of the advance the Indemnity Bond/Bank Guarantee, vide Sub-clause (v) & (vi) above, shall be returned to the Contractor duly discharged by the Engineer on behalf of the Trustees.**

- 6.7** No certificate of the Engineer or his representative shall protect the Contractor against or prevent the Trustees from obtaining repayment from the Contractor, in case the Engineer or his representative should overcertify for payment or the Trustees should over-pay the Contractor on any account. **Recovery for wrong and over payment**
- 6.8** No claim for interest shall be admissible or payable to the Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Trustees, owing to dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise. **Interest not admissible to Contractor**
- 7.0 VARIATION AND ITS VALUATION :**
- 7.1** The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfilment of his obligation under the contract. **Quantities in Bill of Quantities of Tender**
- 7.2** The Engineer shall have the power to order the Contractor in writing to make any variation of the quantity, quality or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows : **Engineer's power to vary the works**
- 7.2** (a) Increase or decrease the quantity of any work included in the contract.
- (b) Omit any work included in the contract.
- (c) Change the Character or quality or kind of any work included in the contract.
- (d) Change the levels, lines, position and dimensions of any part of the work, and
- (e) Execute extra and additional work of any kind necessary for completion of the works
- 7.3** No such variation shall in any way vitiate or invalidate the **Variation by**

contract or be treated as revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly. engineer do not vitiate the contract

7.4 Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work upto 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer's subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause. Where written order for variation is not needed

7.5 (a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer. Payment for extra or additional, or omitted work or substituted work, Engineer's powers

(b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.

(c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra, additional or substituted work, then the Engineer may decide the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.

(d) If the nature or amount of any omission or addition relative to the nature or amount of the whole of the contract work or to any part thereof shall be such that, in

the opinion of the Engineer, the rate of prices contained in the contract for any item of the works or the rate as evaluated under sub-clauses (b) and (c) of this clause, is by reason of such omission or addition rendered unreasonable or in-applicable, the Engineer shall fix such other rate or price as he deems proper and the Engineer's decision shall be final, binding and conclusive.

8.0 DELAY / EXTENSION OF COMPLETION TIME / LIQUIDATED DAMAGE / TERMINATION OF CONTRACT

- 8.1** Should the quantum of extra or additional work of any kind or delayed availability of the Trustees' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotion or other special circumstances of any kind beyond the control of the Contractor, cause delay in completing the work, the contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work with or without the imposition of "Liquidated Damage" Clause (No.8.3 hereof) on the Contractor and his decision shall be final and binding on the Contractor. If an extension of completion time is granted by the Engineer without imposition of liquidated damage, from the Clause No.8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communicated by the Engineer, as aforesaid. **Extension of completion time**
- 8.2** a) If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½% (half percent) of the total value of work (contract piece) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed **'Liquidated Damage' and other compensation due to Trustees**

10% of the said value of work. The amount of Liquidated damages shall be determined by the Engineer, which shall be final and binding.

- (b) Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation/damage in Sub-clause (a) of this clause, from any money due or likely to become due to the Contractor. The payment or deduction of such compensation/damage shall not relieve the Contractor from his obligation to complete the work or from any of his other obligations/liabilities under the contract and in case of the Contractor's failure and at the absolute discretion of the Engineer, the work may be ordered to be completed by some other agency at the risk and expense of the Contractor, after a minimum three days notice in writing has been given to the Contractor by the Engineer or his Representative.**

- 8.3 Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Contractor there from after giving him a minimum 3 days' notice in writing, due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final & conclusive :**
- Default of the Contractors remedies & powers/Termination of Contract.**

- (i) The Contractor has abandoned the contract.**
- (ii) In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Contractor's lapses.**
- (iii) The Contractor has failed to commence the works or has without any lawful excuse under these conditions has kept the work suspended for at least 15 days despite receiving the Engineer's or his Representative's written notice to proceed with the work.**
- (iv) The Contractor has failed to remove materials from site or to dismantle or demolish and replace work for 7 days after receiving from the Engineer or his representative the written notice stating that the said materials or work were condemned and rejected by him under these**

conditions.

- (v) The Contractor is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.**
- (vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.**
- (vii) The Contractor is adjusted insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.**

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

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

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

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

9.0 MAINTENANCE AND REFUND OF SECURITY DEPOSIT

9.1 On completion of execution of the work the Contractor shall maintain the same for a period, as may be specified in the form of a Special Condition of the Contract, from the date mentioned in the Initial Completion Certificate in Form G.C.1. Any defect/fault, which may appear in the work during aforesaid maintenance period, arising, in the sole opinion of the Engineer or his representative, from materials or workmanship not in accordance with the contract or the instruction of the Engineer or his representative, shall, upon the written notice of the Engineer or his representative, be amended and made good by the Contractor at his own cost within seven days of the date of such notice, to the satisfaction of the Engineer or his representative, failing which the Engineer or his representative shall have the defects amended and made good through other agency at the Contractor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in any manner deemed suitable by the Engineer.

Contractor's obligation for maintenance of work.

9.2 The Contractor shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a Final Completion Certificate in Form G.C.2 annexed hereto shall have been signed and issued by the Engineer to the contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working or using thereof by the Trustees shall not relieve the Contractor of his obligations under the contract for full and final completion of the work.

Certificate of final completion

9.3 On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by submitting to the Engineer (i) The Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his "No further claim" Certificate in Form G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in Form

Refund of Security Deposit

G.C.2 and within two months of the Engineer's recommendation, the Trustees shall refund the balance due against the Security Deposit to the Contractor, after making deduction therefrom in respect of any sum due to the Trustees from the Contractor.

10.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES AND ARBITRATION

10.1 In all disputes, matters, claims, demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications, drawings, designs and instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract the decision of the Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the Contractor. **Engineer's decision**

10.2 If the Contractor be dissatisfied with any such decision of the Engineer, he shall within 15 days after receiving notice of such decision require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision. **Chairman's award.**

10.3 If, however, the Contractor be still dissatisfied with the decision of the Chairman, he shall within 15 days after receiving notice of such decision require that within 60 days from his written notice, the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act, 1940 or any statutory modification thereof. **Arbitration.**

10.3.1 If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which his predecessor left it.

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

- 10.3.3** The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties..
- 10.3.4** The venue of the arbitration shall be either Calcutta or Haldia as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference the cost of any incidental to the reference and award respectively shall be in the discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid.
- 10.3.5** The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reason for the award.
- 10.3.6** The Arbitrator shall consider the claims of all the parties to the contract – within only the parameters of scope and conditions of the contract in question.
- 10.3.7** Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made thereunder, for the time being in force, shall apply to the arbitration proceedings under this Clause.
- 10.4** The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decision. The Engineer also shall not withhold any payment, which, according to him, is due or payable to the Contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.
- 10.5** Provided always as follows:
- [a] Nothing of the provisions in paragraphs 10.3 to 10.3.7 hereinabove would apply in the cases of contracts, where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs.40,00,000/-.

- [b] The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.**

- [c] Contractor's dispute if any arising only during the maintenance period, if any, stipulated in the contract, must be submitted to the Engineer, with detailed justification in the context of contract conditions, before the issuance of final completion certificate in Form G.C.- 2 ibid.**

No dispute or difference on any matters whatsoever, the Contractor can raise pertaining to the Contract after submission of certificate in form G.C.3 by him.

- [d] Contractor's claim / dispute raised beyond the time limits prescribed in sub-clauses 10.5[b] and 10.5 [c] hereinabove, shall not be entertained by the Engineer and / or by any Arbitrator subsequently.**

- [e] The Chairman / Trustees shall have the right to alter the panel of Arbitrators, vide Clause 10.3 hereinabove, on their sole discretion, by adding the names of new Arbitrators and / or by deleting the names of existing Arbitrators, without making any reference to the Contractor.**

(TO BE SUBMITTED WITH COVER- I OFFER)

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA
FORM OF TENDER (UNPRICED)

To
The Manager (I&CF),
Haldia Dock Complex.

I/We _____

having examined the site of work, inspected the Drawings and read the specifications, General & Special Conditions of Contract and Conditions of the Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates & prices set out in the annexed Bill of Quantities within _____ months / weeks from the date of order to commence the work and in the event of our tender being accepted in full or in part. I / We also undertake to enter into a Contract Agreement in the form hereto annexed with such alterations or additions thereto which may be necessary to give effect to the acceptance of the Tender and incorporating such Specification, Bill of Quantities, Drawing and Special & General Conditions of Contract and I / We hereby agree that until such Contract Agreement is executed the said Specification, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the Contract.

THE TOTAL AMOUNT OF TENDER Rs. **NOT TO BE QUOTED IN COVER I OFFER**

(Repeat in words) **NOT TO BE QUOTED IN COVER I OFFER**

I / We require _____ days / months preliminary time to arrange and procure the materials required by the work from the date of acceptance of tender before I We could commence the work.

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

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

Dated :
with Seal)

(Signature of Bidder

WITNESS :

Name of the Bidder :

Signature :

Name : (In
Block Letters)

Address :

Address :

Occupation
:

KOLKATA PORT TRUST

FORM G.C.1

Contractor _____

Address -----

Date of completion :

Dear sir(s),

This is to certify that the following work viz :-

Name of work :
.....
.....

Estimate No. E.E.0.....Dt.....

C.E.O.....Dt.....

Work Order No.....

Allocation.....

Contract No.

which was carried out by you is in the opinion of the undersigned complete in every respect on the _____ day of _____ 2000 in accordance with terms of the Contract and you are required to maintain the work as per Clause 62 of the General Conditions of Contract and under provisions of the Contract for a period of _____ weeks / months / years

from the _____ day of _____ 2000 to _____ day of _____ 2000 .

Yours faithfully,

Signature.....

(ENGINEER/ENGINEER'S REPRESENTATIVE)

Name.....

Designation.....

OFFICE SEAL

KOLKATA PORT TRUST

FORM G.C.2.

Certificate of Final Completion.

The Financial Adviser & Chief Accounts Officer

The Manager (Finance), Haldia Dock Complex.

This is to certify that the following work viz:-

Name of work :

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

C.E.O.....dt.....

Work Order No.....

Contract No.

Resolution & Meeting No.

Allocation :

which was carried out by Shri/Messrs..... is now complete in every respect in accordance with the terms of the Contract and that all obligations under the Contract have been fulfilled by the Contractor.

Signature.....
(ENGINEER/ENGINEER'S REPRESENTATIVE)
NAME.....
DESIGNATION.....
OFFICE SEAL

KOLKATA PORT TRUST

FORM G.C.3

(‘NO CLAIM ‘ CERTIFICATE FROM CONTRACTOR)

**The Manager (I&CF)
Haldia Dock Complex
Calcutta Port Trust
Haldia.
(Atten:.....)**

Dear Sir,

**I / We do hereby declare that I / we have received full and final payment from the
Calcutta Port Trust for the execution of the following work viz:-**

Name of work : _____

Work Order No :- _____

Contract No. _____

Agreement No.....Dt.....

**and I / we have no further claim against the Calcutta Port Trust in respect of the above-
mentioned job.**

Yours faithfully,

(Signature of the Contractor)

Dated _____

Name of Contractor.....

Address:.....

(OFFICIAL SEAL OF THE CONTRACTOR)

**KOLKATA PORT TRUST
PROFORMA OF FORM OF AGREEMENT**

THIS AGREEMENT made _____ day of _____ 20____ between the "Board Of Trustees for the Port Of Calcutta , a statutory body constituted under Major Port Trust Act ,1963 under the rules there under and statutory modification thereto having Registered Office at 15, Strand Road , Calcutta -700001 (hereinafter called “EMPLOYER” which expression unless excluded by or repugnant to the context be deemed to include his successor/s in office) on the one part and _____ (hereinafter called the “CONTRACTOR” which expression shall unless excluded by or repugnant to the context he deemed to include his heirs, executors, administrators, representative, successor in officer and permitted assigns) of the other part.

WHEREAS The TRUSTEES are desirous that certain works should be executed viz _____ and have accepted a Tender/Offer by the contractor for the execution, completion and maintenance of such works .

NOW THIS CONTRACT AGREEMENT WITNESSETH as follows :-

- 1. In this agreement words expressions shall have the same meanings as are respectively assigned to them in General Conditions Of Contract, hereinafter referred to.**
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement , viz :-**
 - i.The said Tender/Offer & the acceptance of Tender/ Offer.**
 - ii.The Drawings.**
 - iii.The General Conditions Of Contract.**
 - iv.Special Conditions Of Contract (If any).**
 - v.The Conditions Of Tender.**
 - vi.The Specifications.**
 - vii.The Bill Of Quantities.**
 - viii.All correspondences 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 and maintain the work in conformity in all respects with the provisions of Contract.**
- 4. The Trustees hereby covenants to pay to the contractor in consideration of such execution ,completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the contractor .**

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto as fixed (or have set their respective hands and seals) the day and year first above written.

have executed these presents on the day and year first above written.

The Seal of _____

Was hereunto affixed in the presence of :

Name _____ :-

Address _____ :-

OR

SIGNED SEALED AND DELIVERED

By the said _____

In the presence of :

Name _____ :-

Address _____ :-

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

Name

:-

Address

:-

Proforma Of Irrevocable Bank Guarantee (PERFORMANCE BOND) in lieu of cash Security Deposit, to be issued by the Kolkata/ Haldia Branch, as the case may be, of any nationalised Bank of India on Non-Judicial Stamp Paper worth Rs 50/- or as decided by the Engineer/ Legal Adviser of the Trustees.

Ref. _____

Bank Guarantee No.

Date

To

The Board of Trustees for the Port of Kolkata,

15, Strand Road
Kolkata – 700 001

Dear Sirs,

In consideration of the Board of Trustees For the Port of Kolkata, - (hereinafter referred to as the “ EMPLOYER” which expression shall unless repugnant to the context or meaning thereof include its successors administrators and assigns) having awarded to _____, with 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 EMPLOYER’S work order dated _____ the same having been unequivocally accepted by the Contractor resulting in a ‘CONTRACT’ bearing Letter Of Award No _____ dated _____ Valued at Rs _____ for “ _____ ” and the contractor having agreed to prove a Contract performance Guarantee for the faithful performance of the entire Contract equivalent to Rs. _____ (rupees only) to the EMPLOYER.

We, the _____ Bank, _____, Kolkata/ Haldia having its Head Office at _____ (hereinafter referred to as the “Bank”, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer on demand any and all monies payable by the Contractor to the extent of Rs. -(_____ only) as aforesaid at any time upto _____ without any demur, reservation, contest, recourse or protest an/or

without any reference to the CONTRACTOR, Any such demand made by Employer on the Bank shall be conclusive and binding notwithstanding any difference between EMPLOYER and CONTRACTOR or any dispute pending before any Court, tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges his guarantee.

EMPLOYER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the CONTRACT by CONTRACTOR. Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or any right which they might have against Contractor, and to exercise the same at any time in any manner, and other to enforce or to forebear to enforce any covenants, contained or implied, in the CONTRACT between EMPLOYER and CONTRACTOR or any other course of remedy or security available to EMPLOYER. The Bank shall not be released of its obligations under these presents by any exercise by EMPLOYER of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of employer or any other indulgence shown by EMPLOYER or by any other matter or thing whatsoever which under Law would, but for this provision, have the effect of relieving the bank.

The Bank also agreed that EMPLOYER at its option shall be entitled to enforce this Guarantee against the Bank as principal debtor, in the first instance without proceeding against CONTRACTOR and notwithstanding any security or other guarantee that EMPLOYER may have in relation to the CONTRACTOR'S liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs (rupees only) and it shall remain in force up to and including and shall be extended from time to time for such period, on whose behalf this guarantee has been given.

Dated, this day of2010
..... at

WITNESSES

(Signature)

(Signature)

(Name)

(Name)

(Official address)

(Designation with Bank Stamp)

+ Attorney as per power of Attorney No.

Dated

.....

Integrity Pact

Between

Kolkata Port Trust (KoPT) hereinafter referred to as “**The Principal/ Employer**”.

And

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

Preamble

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

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

NOW, THEREFORE,

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

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

Section 1 – Commitments of the Principal/ Employer.

(1) The Principal commits itself to take measures necessary to prevent corruption and to observe

the following principles:

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2). If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption (PC) Act,

or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s) /Contractor(s) will not directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principles, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annex-A.
 - e. The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2). The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4-Compensation for damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5-Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years from the date of signing the Integrity pact with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Undertaking / Enterprise in India, Major Ports/ Govt. Departments of India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as considered appropriate.

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

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

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

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

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

- (a) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- (b) The Monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Kolkata Port Trust.
- (e) The BIDDER/ CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER/ CONTRACTOR. The BIDDER/ CONTRACTOR will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation, if any. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/ Sub-contractor(s) with confidentiality.
- (f) The Principal/ Employer will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.
- (g) The Monitor will submit a written report to the designated Authority of Principal/ Employer/ Chief Vigilance Officer of Kolkata Port Trust within 8 to 10 weeks from the date of reference or intimation to him by the Principal/ Employer/ Bidder/ Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER/ CONTRACTOR can approach the Independent External Monitor (s) appointed for the purposes of this Pact.
- (h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the relevant IPC/PCA, and the Principal/ Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (j) The word ‘Monitor’ would include both singular and plural.

Section 9 – Facilitation of Investigation:

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

Section 10 – Pact Duration:

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

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

Section 11 – Other Provisions:

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.
- (2) Changes and supplements as well as termination notices need to be made in writing in English.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(Office Seal)

Place :

Date :

Witness 1:

(Name & Address)

Witness 2:

(For & on behalf of Bidder/Contractor).

(Office Seal)

(Name & Address)

ANNEXURE-A

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

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

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

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

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

- 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents /representatives.

- 2.2.2 The amount of commission/remuneration included in the price(s) quoted by the Tenderer for himself.
- 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remunerations, if any, reserved for the Tenderer in the quoted price(s), is to be paid by KoPT in India in equivalent Indian Rupees.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable for rejection or in the event of a contract materializing, the same liable to termination by KoPT. Besides this there would be a penalty of banning business dealings with KoPT or damage or payment of a named sum.