

KOLKATA PORT TRUST

FINANCE DEPARTMENT

15 STRAND ROAD  
KOLKATA 700001

**NOTICE INVITING TENDER**

TENDER NO. KoPT/KDS/Fin/T/2018-19/5

Date: 16/11/2018

E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bona-fide and experienced agencies with requisite experience as per Prequalification Criteria stipulated in the Tender Document for “APPOINTMENT OF GST CONSULTANT IN KOLKATA PORT TRUST (KoPT)” as per the Bill of Quantities. The Bid Document may be seen from the NIC website. Corrigenda or clarifications, if any, shall be hosted on the above mentioned website only.

The Bid Document may be seen from the Central Public Procurement Portal (CPPP). Corrigenda or clarifications, if any, shall be hosted on the above mentioned website only. The tender is also published on KoPT website ([www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)).

**SCHEDULE OF TENDER (SOT)**

1.	TENDER No.	KoPT/KDS/Fin/T/2018-19/5 Dated 16/05/2018
2.	MODE OF TENDER	e-Procurement System (Online two part Techno-Commercial Bid and Price Bid through CPP Portal <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ) The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender is acceptable by KOLKATA PORT TRUST.
3.	E-Tender No.	
4.	Estimated Cost Of Work	Rs 30,00,000/- (Rupees Thirty Lakhs)
5.	Earnest Money Deposit	The intending firms would require to submit an EMD of Rs. 60,000/- (Rs. Sixty thousand only) in the form of DD/ Banker's Cheque in the name of Kolkata Port Trust along with their offer to KoPT as per NIT, otherwise their offer will be summarily rejected. The amount may be remitted to KoPT before closing of on-line e-tender for submission of techno-commercial bid.  After the award of the contract, the Earnest Money will be refunded without interest on application to all unsuccessful bidders. The Earnest Money of the successful bidder/s shall be returned after one month from the date of submission of performance guarantee.
	Bid Document fee	The intending bidders should submit the tender cost of <b>Rs. 1,500/- (One Thousand Five Hundred only) plus GST</b> (non-refundable) separately to KoPT as per NIT; otherwise their offer will be summarily rejected. The amount may be remitted to KoPT before closing of on-line e-tender for

		submission of techno-commercial bid.
	Date of publication in KoPT website and Central Public Procurement Portal	16/11/2018
	Date of NIT available to parties to download	16/11/2018
	Date of off-line pre-bid meeting	26/11/2018
	Last date of submission of EMD & Bid Document fee at Kolkata Port Trust. (To be submitted through D.D. in favour of <b>KOLKATA PORT TRUST</b> ).	04/12/2018 (Up to <b>12:00 hrs.</b> )
	Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at CPP Portal <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>	27/11/2018 (From <b>15:00 hours onwards</b> )
	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	05/12/2018 (Up to <b>3:00 P.M.</b> )
	Date & time of opening of <b>Part - I</b> (i.e., Techno-Commercial Bid)	06/12/2018 (After <b>3:30 P.M.</b> )
	Date and time of opening of Part-II (Price Bid)	<b>Shall be informed separately</b>

The complete tender document can be downloaded from Kolkata Port Trust website: [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) 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. The tenderer shall upload the scanned copy of the DD instruments towards the cost of EMD and bid documents set as proof of payment towards EMD and cost of Bid documents while submitting the tender electronically in the NIC's CPP Portal for e-Procurement (GePNIC). The DD instruments for EMD and cost of bidding document in original shall be forwarded to O/o the Financial Adviser & Chief Accounts Officer, 15, Strand Road, Kolkata – 700001. Mere uploading of proof of DD towards EMD and cost of bid documents in the NIC's CPP Portal for e-Procurement (GePNIC) and non submission in original to the above mentioned address may lead to technical disqualification of bids.

**EMD** deposited by any party other than the bidder, will not be accepted. **Tender Cost** is non-refundable.

**Note: 1. In the event of any unforeseen stoppage of work / holiday on any of the above days, the same will be opened / held on the next working day without any further notice.**

**2. Under no circumstances the Due Date of the Tender will be extended.**

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### **Important Instructions for E-procurement**

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

Further, bidders are requested to go through the following information and instructions available on the CPP Portal <https://eprocure.gov.in/eprocure/app> before responding to this e-tender:

- Bidders Manual Kit
- Help for Contractors
- FAQ

#### **Contact person (KoPT):**

Shri Prateep Lala Mob: 9836298657	Shri Abhijit Gupta Mob: 9434062313	Shri S.Mukherjee Mob: 9836298658
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#### **Contact persons (CPP Portal):**

1. Shri Nazmush – Mob: 9563251950 email: [webhelpdesk@gmail.com](mailto:webhelpdesk@gmail.com)  
See CPP Portal for contact details.

**E-tender cannot be accessed after the due date and time mentioned in NIT.**

#### **Bidding in e-Tender:**

- a. Bidders need to submit necessary EMD, Tender Cost for becoming eligible to bid online in the e-tender. Tender cost is non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by KoPT.
- b. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
- c. The Bidder(s), who has submitted the above deposit/cost/fees, can only submit their Techno Commercial Bids and Price Bid through internet in NIC's CPP Portal for e-Procurement (GePNIC).
- d. In all cases, Bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- e. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- f. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- g. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid that will be considered as a valid bid offered by the bidder and acceptance of the same by the KoPT will form a binding contract between KoPT and the Bidder for execution of supply. Such successful Bidder shall be called hereafter "SERVICE PROVIDER".
- h. It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise, the same will not be accepted by the system.
- i. 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.

- j. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
- k. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor / tender document.

Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.

**No deviation to the technical and commercial Terms & Conditions will be allowed.**

KoPT has the right to cancel this e-Tender without assigning any reason thereof.

The online tender should be submitted strictly as per the Terms & Conditions and procedures laid down in NIC's CPP Portal for e-Procurement (GePNIC)

**The bidders must upload all the Documents (self-attested) required as per the terms of NIT.** Any other document uploaded, which is not required as per the terms of the NIT, shall not be considered.

The Bid will be evaluated based on the filled-in technical & commercial formats.

**The Documents uploaded by bidder(s) will be scrutinized. In case, any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.**

Bidders are requested to read the vendor guide and see the video in NIC's CPP Portal for e-Procurement (GePNIC) to familiarize them with the system before bidding.

### **COMMERCIAL TERMS & CONDITIONS**

Concurrence and remarks for all Commercial Terms & Conditions will be taken Online. Supporting self-attested Documents, wherever necessary, should be uploaded. No hardcopy for the same needs to be submitted. If required, the Bidder/s may be asked to produce the Original documents before the Tender Committee for verification purpose only.

### **AVAILABILITY OF THE TENDER DOCUMENT:**

The complete tender document can be downloaded from Kolkata Port Trust website: [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) 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.

Tender must be submitted in 2 parts (**Part-I Techno-Commercial Bid and Part-II Price Bid**).

## SECTION – I

### GENERAL INFORMATION

1. Kolkata Port Trust (hereinafter referred to as the Port or KoPT) invites offers for appointment of GST consultant in KoPT.

KoPT intends to appoint a consultant on a retainership basis who will provide guidance to KoPT on GST matters and carry out the work related to GST on a regular basis. The consultant will also be required to carry out the GST Audit in compliance with GST Laws. The objective is to ensure full compliance under GST and also to ensure that all the benefits of GST are realized by the port.

With this objective KOPT hereby invites proposals from interested & eligible bidders for advisory and retainership services for making KoPT fully GST compliant.

2. Brief information about the Port:

2.1. Kolkata Port Trust came into existence in the year 1870. It has two dock systems - Kolkata Dock System (KDS) at Kolkata with the oil wharves at Budge Budge and various anchorage points and Haldia Dock Complex (HDC) located at Haldia.

Kolkata Port Trust with its two dock systems is a local authority having a PAN. Kolkata Port Trust is represented by the Board of Trustees and the Chairman who are at full liberty to deal with the revenues and expenditure relating to Kolkata and Haldia in such a way they consider appropriate in the best interest of the Port Trust.

KoPT has a single GST registration number covering both the dock systems. KoPT is also having a single registration number for the purpose of TDS under GST.

KoPT is a service oriented organization which provides port services to innumerable exporters and importers. Hence its main indirect tax liability rises in the field of GST which is around Rs400 crores annually.

2.2. The complete history/profile of the Port is available for viewing on the website at <http://www.kolkataporttrust.gov.in>

2.3. The Port has a computerised system of operations, billing, and accounting at the individual dock level. However, the systems in operation in the two dock systems are different and not integrated.

2.4. The Port pays GST under following 3 categories

- a. Port Service
- b. Renting of Immovable Properties
- c. Other Taxable Services

The Port also pays GST presently under reverse charge mechanism under the following services

- a. Security Service (Business Support Service)
- b. Legal Consultancy Service.
- c. Payment to Govt parties like Railways

2.5. The Port also pays other taxes like Building and Other Construction Workers Cess, and required to adjust and deposit TDS (IT) and TDS (GST), etc.

## SECTION II

### SCOPE OF WORK

#### 1.0 GST Compliances:

1.1. To study the current business practices/ processes of KOPT both at Kolkata Dock System and Haldia Dock Complex as well as system of GST Compliance of the two Docks. In the matter, it may be pertinent to mention that though both KDS and HDC are part of KoPT, the business practices followed at the two Dock Systems varies considerably and accordingly, the Consultant shall be required to depute competent teams at both Kolkata and Haldia separately.

1.2. This will include study of existing applicable taxes/ laws to KoPT.

1.3. Study of existing Business processes / types of transactions implemented through IT systems in KoPT and regularly advising KoPT on procedures to be followed in line with changes in GST law and procedures. The IT Systems of KDS and HDC are not integrated and accordingly, the systems at KDS and HDC shall have to be studied separately.

1.4 To continuously assess the impact of changes in GST law and procedures on KoPT's business processes ( both at KDS and HDC) including transactions with bodies in which KoPT is holding stake and The Commissioners for Rabindra Setu and other subsidiaries and to guide KoPT in GST issues.

1.5 Proposing / recommending tax clauses for future contracts/ agreements in case of any major change in GST law.

1.6. Guide / assist in making representations to Government of India/ Ministry where Port Sector is adversely impacted.

1.7. Ensure smooth compliances of GST laws applicable to KoPT and suggest changes / remedial action/ system changes where necessary for the entire period of contract.-

1.8. Calculation of monthly IGST, CGST and SGST liability including liability under reverse charge mechanism. The consultant shall be required to depute competent and qualified team of officials on monthly basis at Kolkata and at Haldia separately to make such assessment. The team will have to extract data from KoPT's system, validate the data and compile it for uploading. For the said purpose the Consultant will be required to visit both HDC and KDS every month.

1.9. Determination of eligibility of Input Tax Credit against supply of goods and services and availing Input Tax Credit against the same. However, if required by the consultant, the linkage of goods procured by KoPT with point of utilisation shall be provided to the consultant by KoPT on quarterly basis.

1.10 Successfully filing and uploading data and returns on GST network / website as required by the law during the period of contract.

1.11. Assist KoPT in applying for refund claims, if any.

1.12. To update KoPT about various amendments taking place in GST laws/rules, regulations, circulars, directions, etc. from time to time (compliance management), for enabling KoPT employees to be GST compliant.

1.13. Providing opinion on applicability of GST on KoPT transactions as referred by operating divisions as well as providing clarifications required to address customer complaints/representations on GST related matters.

1.14. Preparing replies to queries raised by GST authorities, statutory auditors, government auditors and internal auditors on time bound manner.

- 1.15. Vetting sample invoices (for each type of activity) raised for income and expenses booked.
- 1.16 Refresher workshop in each Department/Division to solve problems being faced by them w.r.t. GST. The Workshops shall have to be conducted both at Kolkata and at Haldia.
- 1.17. Assist in Audits under GST Act in resolving any objections / queries raised by any statutory authorities on the practices adopted by KoPT based on the advice of consultant without any additional cost.
- 1.18. Consultant should assist KoPT IT Team to fix any issues arising out of changes proposed in the systems during GST implementation.
- 1.19. KOPT in the process of implementation of a new ERP solution both at HDC and KDS. The consultant would be required to assist and guide KoPT in making the new system GST compliant.
- 1.20 Consultant should provide all assistance and follow processes for making any new changes in the IT systems for changes coming on GST laws.
- 1.21 The Consultant would be required to periodically match invoices populated in the GSTR- 2 with the invoices paid/booked in accounts by HDC and KDS and report mismatches to the two Dock Systems in time so that actions to sort out the issues can be initiated and loss of credit can be avoided. This exercise is to be done separately for HDC and KDS.
- 1.22 To carryout GST Audit of both docks of KOPT and submit the Report to the prescribed authorities as per GST Laws. To carry out such other formalities like Reconciliation with Annual Accounts as mandated by GST Laws, etc.
- 1.23. The above are indicative and not exhaustive of the requirement that the consultant has to keep KoPT to remain GST compliant throughout the contract period.

## **2.0 Assistance in Litigation related to GST/ Giving specific written opinion**

- 2.1 In case any dispute is raised by the Department on GST related matters, the Consultant would be required to prepare detailed draft reply and filing of the same at the appropriate forum in time.
- 2.2 The Consultant shall also be required to prepare submissions and attend hearings to plead on behalf of KoPT in GST related litigations up to the level of CESTAT.

Note: The charge for the activities listed in the Para-2 of the Scope of the Work above is to be paid separately as per the rate specified in Clause-23.3 of the tender.



## **SECTION – III**

### **TERMS AND CONDITIONS**

#### **1. ELIGIBILITY CONDITIONS**

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by the required documents supporting eligibility criteria, the same would be rejected.

1.1. The bidder must be either a registered partnership firm or LLP or a company and registered in India and should have been in business of consulting/Auditing/Accounts/taxation services in India at least for the last five years and should have either Head Office or Branch Office available in Kolkata. Copy of Indian registration and other details of offices etc. should be attached.

1.2. The bidder should have an average annual turnover (audited) of not less than INR 50 lakhs in last three financial years i.e. 2015-16, 2016-17 and 2017-18 and should not have negative net worth in any of the last three years as per latest audited financial statement. This turnover & Net Worth of the firm should be supported by audited annual accounts or certified annual report.

1.3. The bidder should have two years' experience of working as a regular consultant for assessment of tax liability and other related services similar to that mentioned in the scope of work with respect to GST, in at least two PSU / Port / Listed Company having turnover of not less than Rs.1,000.00 crores in 2017-18 (at least one-year engagement will be required for eligibility).

Copy of performance certificates from the clients, engagement letter for implementation of GST, proof of turnover as mentioned above must be attached as evidence.

1.4. Out of the two key team members deployed on the project at least one must be employed by the bidder. Both the key team members should be based in Kolkata and should have a professional degree i.e. CA/CMA and should have relevant experience of 10 years in the field of indirect taxation of aforesaid companies having turnover of not less than Rs 1,000 crores. The bidder should provide the list of Key team members who would be deployed on this project along with their resumes.

1.5. The bidder along with its affiliates/ group companies/member firms working under a common brand name should have at least 10 Qualified Chartered Accountants/ Cost Accountants on their rolls in the area of Taxation/ Finance/ Accounting and all such employees must be associated with the firm for a period not less than one year as on 31.03.2018.

1.6. The bidder firm/LLP/Company should have a valid GST Registration Certificate. Copy of GST Registration Certificate is to be attached as proof.

1.7. The bidder firm/LLP/Company shall be eligible to take part in the EOI only if it qualifies in all the above mentioned conditions and is not black listed, banned, declared ineligible or debarred and is not in the duration of the currency of such punitive measures from any Major Port/ PSU/ Govt. of India/State Governments /RBI/ICAI/Quasi Govt. Agency and should not have any disciplinary proceedings pending against the applicant firm or any of the partners with ICAI. The bidder should not have defaulted in any of the earlier contracts with KOPT, or any company of Government of India or the Union Government and a declaration to that effect is required to be submitted.

#### **2. INSTRUCTIONS TO THE TENDERER:**

General Conditions of Contract (GCC), which is available in the KoPT website for download, will form an integral part of the tender document. The bidder shall examine carefully the General Conditions of Contract.

2.1 Expression of interest is invited from eligible firms for **Appointment as GST Consultant in KOPT**. Details regarding eligibility and scope of services are available in this document.

### **3. FORMAT AND SIGNING OF THE OFFER DOCUMENT:**

3.1 The offer / bid have to be entered online by the bidder using Digital Signature and Encryption. All other / supporting documents must be in indelible ink and should be signed by the person(s) duly authorised to sign on behalf of the bidder. Such authorisation shall be indicated by written power-of-attorney. The name and position held by each signatory of the said documents must be typed or printed or sealed below the signature.

3.2 The documents should contain no interlineations, erasers or over-writing except as necessary to correct the errors made by the bidder in which case such corrections should be initialled by the person(s) signing the documents..

3.3 The bidder is required to unconditionally agree to the following condition online using his/her Digital Signature:

**“Has fully read and understood the entire Tender Document, GCC, and Addenda, if any, downloaded from under the instant e-tender and no other source, and will comply with the said document, GCC and Addenda.”**

**Therefore, the bidder is not required to upload scanned copies of manually signed hard-copies of the tender document and its addenda as was earlier mandatory in case of manual tenders.**

### **4. AMENDMENT OF BID DOCUMENTS**

4.1 At any time, KOPT may, for any reason, whether at its own initiative or in response to a clarification sought as per Clause- 8 below, modify bid documents by amendments.

4.2 The amendments shall be updated on the website of KoPT and CPP Portal and these amendments will be binding on them.

4.3 In order to provide prospective bidders a reasonable time to take the amendment into account in preparing their bids, the KoPT may, at its discretion, extend the deadline for the submission of bids suitably.

### **5. PREPARATION OF BIDS**

It shall be a two-bid system, whereby the bidder shall submit the Technical bid and financial bid separately in the specified pro-forma.

### **6. DOCUMENTS REQUIRED**

6.1 Earnest Money in the form of DD as per clause 8.

6.2 Letter of Authorisation for attending bid opening.

6.3 Annual reports of last three years i.e F.Y. 2015-16 to 2017-18, together with copies of Audited accounts of the Bidder.

6.4 Attested copy of the Certificate of Incorporation with the copy of Articles and Memorandum of Association of the limited company or Partnership Deed or LLP Deed as the case may be.

6.5 GST Registration certificate (if applicable).

6.6 Organizational chart and infrastructural details of the firm.

6.7 Bid form.

- 6.8 List of clients as per eligibility conditions along with performance certificates from clients.
- 6.9 Documents of proof as required in the Eligibility Criteria for each sub clause (Clause no. 1 of Section III above).
- 6.10 Checklist at Annexure 6 duly filled up.
- 6.11 EPF & ESI No & proof of payment for its employees (if applicable). If not applicable, the same should be clearly mentioned.
- 6.13 Photocopy of PAN.
- 6.14 Name of the Bank, Branch, MICR Code, IFS Code & Account no for e-payment at Annexure 9.
- 6.15 General Power of attorney in favour of the signatory in case of Partnership firm/Registered Company/ LLP duly notarised given by **at least two partners or by the resolution of the board given by authorized director(s)**.

## **7. BID PRICES**

Price Bid as per format given as 'Bill of Quantity' of the tender document with NO COUNTER CONDITIONS / DEVIATIONS WHATSOEVER should be submitted **online only**.

- 7.1 The bidder shall give the quote for the total work of GST in KOPT and the offer shall be firm in Indian Rupees and payment will also be done in Indian rupees only by KOPT. The amount quoted shall be excluding GST which will be payable extra as per prevailing rate. However, the quoted rate should include all other taxes and service charges which should be clearly indicated.
- 7.2 The amount quoted by the bidder shall remain fixed during the entire period of contract including extended period of contract and shall not be subject to variation except on account of GST. NO ESCALATIONS whatsoever shall either be claimed or considered. The rates should be quoted for entire contract period. In case after finalisation of the contract or before and during the contract period, if there is any change in the tax rates of GST, KOPT will be liable to pay the difference amount of tax. A bid submitted with an adjustable quotation amount will be treated as non - responsive and rejected.
- 7.3 The amount approved by KOPT for the work will be all inclusive except GST which will be paid at the rate applicable as per law at the time being in force. Break-up of various heads is to be mentioned which shall be for the information of the KOPT and any change in these shall have the effect as per para 7.1 and 7.2 above. The rates shall include the following:
- 7.3.1 Salaries including all fringe benefits and statutory payments payable to all the resources required for the subject work. Cost of any special software tool that may be required for the subject work and may be required to be deployed either at the office of the bidder or at KoPT' end should be included in the offer.
- 7.3.2. The rates shall be inclusive of all out of pocket expenses the bidder may incur for carrying out the job and NO EXTRA charges, whatsoever, shall be payable for the same & for any other reason whatsoever.
- 7.3.3 The entire project will be done centrally at KoPT Offices at Kolkata and Haldia and rate should be inclusive of Accommodation, Travel Ticket, Airfares, Train fares, Halting expenses, Transport, Lodging, Boarding etc. In case dock visits are required, the dock permits for the officials of the consultant shall be issued on chargeable basis.

However, KoPT shall provide transport for the officials of the consultant for movement between Kolkata and Haldia as well as movement within Haldia for the work, at its cost. Further, subject to availability, accommodation at KoPT's Guest House (both boarding and standard lodging) shall be provided to the officials of the consultant deployed for the work at Haldia free of cost.

7.4. All costs and expenses incurred by bidder in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, presentations, etc. and providing any additional information required by KoPT, will be borne entirely and exclusively by the bidder. The bidder should bear all the costs associated with the preparation and submission of their bid and KoPT will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

However, the existing facilities available at KDS and HDC for conducting training/workshops shall be provided to the Consultant free of cost for organising the training/workshops in respect of the contract at Kolkata and Haldia. Further, when the workshops are conducted at such in-house facilities of KoPT, the food and other ancillary arrangements for the participants and faculty, if any, shall be arranged by KoPT at its cost.

7.5. In case of physical / manual submission of EMD and Tender Fee, the envelope containing the EMD together with a Covering Letter as per Schedule A and the envelope containing the Tender Fee / Cost of Tender together with a Covering Letter should be again enclosed in an outer cover and sealed, which should be superscripted with the Name of Bidder, Tender Number and Subject. Duly completed Schedule-A should be uploaded as part of the supporting documents.

7.6. Price must be quoted in Indian Rupees Only

7.7. The price bid should be towards the services required to meet the terms & conditions of the tender.

7.9. The successful bidder should intimate KoPT of any changes in rates of taxes/ duties/ levies within 60 days from the receipt of such notification, failing which the rates of taxes/ duties/ levies will be reimbursed from the date of receipt of such notification from the successful bidder. Any benefit due to reduction in the taxes will be passed on to KoPT.

7.10 EOI will be decided on the basis of lowest amount quoted exclusive of GST.

## **8. EARNEST MONEY**

8.1 The intending firms are required to submit an EMD of Rs. 60,000/- (Rs. Sixty thousand only) in the form of DD/ Banker's Cheque in the name of Kolkata Port Trust along with their offer.

8.2 The Earnest Money shall be in the form of Demand Draft in favour of 'Kolkata Port Trust' and the demand draft shall be received on or before the stipulated date and time. Bid received without earnest money shall be rejected summarily.

8.3 The earnest money of the unsuccessful bidder will be returned as promptly as possible, but not later than 30 days after issue of work order to the eligible bidder after the expiry of the period of the bid validity prescribed by the KoPT pursuant to clause 9.

8.4 The successful bidder's earnest money will be discharged upon the bidder's acceptance of the LOA satisfactorily and furnishing the performance security.

8.5 The earnest money may be forfeited:

(a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or

(b) In the case of successful bidder, if the bidder fails:

(i) to sign the contract

or

(ii) to furnish performance security

(c) In both the above cases, i.e. 8.7 (a) & (b), the bidder will not be eligible to participate in a EOI for same services for one year from the date of issue of LOA.

## **9. PERIOD OF VALIDITY OF BIDS**

9.1 Bid shall remain valid for 6 months from the date of opening of bids prescribed by the KoPT. A bid valid for a shorter period shall be rejected by the KoPT being non-responsive.

9.2 In exceptional circumstances, the KoPT may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 8 shall also be suitably extended. The bidder may refuse the request and in that event, it will not cause forfeiture of the bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

## **10. ON-LINE SUBMISSION OF BIDS**

10.1 Bidders are advised to study the Bid Documents carefully. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the EOI documents with full understanding of its implications. Bids not complying with all the given clauses in this EOI documents are liable to be rejected. Failure to furnish all information required in the EOI document or submission of a bid not substantially responsive to the EOI document in all respects will be at the bidder's risk and may result in rejection of the bid.

10.2 The complete tender document can be downloaded from Kolkata Port Trust website: [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) 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. The tenderer shall upload the scanned copy of the DD instruments towards the cost of EMD and bid documents set as proof of payment towards EMD and cost of Bid documents while submitting the tender electronically in the NIC's CPP Portal for e-Procurement (GePNIC). The DD instruments for EMD and cost of bidding document in original shall be forwarded to O/o the Financial Adviser & Chief Accounts Officer, 15, Strand Road, Kolkata – 700001. Mere uploading of proof of DD towards EMD and cost of bid documents in the NIC's CPP Portal for e-Procurement (GePNIC) and non submission in original to the above mentioned address may lead to technical disqualification of bids.

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

Further, bidders are requested to go through the following information and instructions available on the CPP Portal <https://eprocure.gov.in/eprocure/app> before responding to this e-tender:

- Bidders Manual Kit
- Help for Contractors
- FAQ

## **11. PRE - BID MEETING**

A pre-bid meeting will be held in the office of the FA&CAO. Prospective bidders may attend the meeting to get a better understanding of the scope of work. Clarifications will be issued against written queries which will form part of the NIT.

## **12. AMENDMENT TO BIDDING DOCUMENT / SUBMISSION OF MULTIPLE BIDS**

At any time prior to the last date for receipt of the bid, KoPT, may, for any reason, whether at its own initiative or in response to a clarification requested by any of the prospective bidder, modify the tender document by an amendment. The amendment will be notified by posting the same on the official website through corrigendum. In order to provide prospective bidders reasonable time to take the amendments into account in preparing their bids, KoPT, may, at its discretion, extend the due date for the submission of the bid and the same will be notified on the website. KoPT, at its discretion, may extend the due date and time for submission of bids.

### **13. BID OPENING AND EVALUATION**

13.1 EOI will be opened in the office of Financial Adviser & Chief Accounts Officer, 15, Strand Road, Kolkata 700 001, on the stipulated date and time.

13.2 The KoPT shall open technical bids in the presence of bidders or their authorized representatives who choose to attend, at the stipulated date and time. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening.

13.3 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.

13.4 The bidder's name, modifications, bid withdrawals and such other details as the KoPT, at its discretion, may consider appropriate will be announced at the time of opening.

13.5 The date fixed for opening of bids, if subsequently declared as holiday by the KOPT, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered without any further notice.

### **14. PRELIMINARY EVALUATION**

14.1 KoPT shall evaluate the bids to determine whether they are complete in all respects, whether the documents have been properly signed and whether the bids are generally in order.

14.2 Prior to the detailed evaluation, KoPT will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bid Documents without material deviations. The KoPT's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

14.3 A bid, determined as substantially non-responsive will be rejected by the KOPT and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

14.4 KOPT may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder. The decision of the KoPT shall be final.

14.5 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words shall prevail. If a bidder does not accept the correction of the errors, its bid will be rejected.

### **15. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS**

15.1 The KOPT shall evaluate in detail and compare the bids previously determined to be substantially responsive for technical compliance.

15.2 All the offers, found technically suitable shall be intimated, in writing, of the date of opening of the financial bid. The bidders may attend the opening of bids, similar to the technical bid opening.

15.3 The evaluation and comparison of technically compliant & responsive bids shall be done on the quoted price excluding the GST of the services offered as indicated in the Financial Bid in Part B of the EOI Documents.

15.4 Evaluation of price bids and ranking of the bidder will be done on grand total value of all phases quoted by bidder excluding GST.

## **16. CONTACTING THE KOPT**

16.1 No bidder shall try to influence the KOPT on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

16.2 Any effort by a bidder to modify his bid or influence the KOPT in the KOPT's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

## **17. AWARD OF CONTRACT/ AWARD OF WORK**

17.1 KOPT shall consider for award of work only those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose services offered are as per EOI specifications and the award will be made only on the basis of evaluation of bids, to the lowest quoted bidder, out of such technically eligible bidders.

17.2 KOPT is not bound to accept the lowest or any Bid and reserves to itself the right to accept or reject the whole or any part of the Bid. The bidders shall deliver the services as decided by the KOPT at the approved rates.

17.3 Payment will be released after completion of each months work and on submission of bill. Payment relating to filing of the Annual Return will be made after successful filing of such return. Payment related to GST Audit Report along with other deliverables as stated by the GST Laws will be made after successful upload of such GST Audit Report along with other deliverables as stated by the GST Laws. If performance of the bidder is not satisfactory at any point of time, KOPT reserves the right to cancel the uncompleted portion of the contract. The bidder shall not approach the court against the decision of KOPT in this regard.

## **18. LETTER OF INTENT/ LETTER OF AWARD OF WORK (LOA):**

18.1 The letter of intent shall constitute the intention of the KOPT to issue a letter of award of work to the successful bidder(s).

18.2 The bidder shall, within seven (7) days of the issue of the LOA, communicate his acceptance and shall also furnish Performance Security in the prescribed format of the EOI document. The bank guarantee shall be from any scheduled bank only and encashable at Kolkata. The successful bidder shall be required to submit duly signed Letter of Acceptance (Annexure - 5) on issuance of work order. The signing of Letter of Acceptance shall construe as acceptance of all the Terms and Conditions and all clauses laid down in the tender including Price Bid and work order. The successful bidder shall commence working on the assignment immediately.

18.3 Failure to comply with the requirement of clause 18.2 shall constitute sufficient ground for the annulment of the acceptance of the bid and forfeiture of the bid security in which event the KoPT shall feel free to issue a letter of award of work to other bidder(s) or call for fresh bids.

## **19. SIGNING OF CONTRACT**

19.1 The issue of letter of award of work shall constitute the award of contract on the bidder.

19.2 Upon the successful bidder furnishing performance bank guarantee pursuant to clause 18.2 of section III, the KOPT shall refund the earnest money and sign a Service Level Agreement with KOPT.

## **20. RIGHT TO CANCEL THE CONTRACT**

The KOPT shall have the right to cancel the contract wholly or in part in the event it is obliged to do so on account of any decline, diminution, curtailment or stoppage of the work(s). In that event, this

will be mutually discussed and settled depending upon the status of the contract and decision of the KOPT shall be binding upon the bidder.

## 21. NON PERFORMANCE

21.1 KOPT reserves the right to disqualify the bidder for a suitable period that has failed or fails to undertake the job in accordance with the timelines agreed to and also during the course of the performance does not produce the results required and expected as per the contract terms and conditions deliver on time.

21.2 KOPT reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

## 22. PERIOD OF CONTRACT

22.1. The successful bidder shall commence the work immediately on award of the contract.

22.2. The period of contract will commence from 01.01.2019 or the date the contract is awarded, whichever is later, and will continue up to 31.03.2021. The bidder will also be required to file the Annual Return for the year 2020-21 at the appropriate time.

22.3 The litigation support against the cases may be required to be given upto six months from the date of filing the Annual Return for the year 2020-21 at the specified rates, if KoPT so desires.

## 23. MILESTONES, DELIVERABLES, BILLING, PAYMENT & OTHER FACILITIES

23.1: GST Compliances:

Milestone	Deliverable	Timeline to start immediately from the date of awarding the contract	Payment schedule
Monthly work relating to filing of GST Returns and other allied work relating to GST	Calculate monthly IGST, CGST and SGST liability including liability under reverse charge mechanism. The consultant shall be required to depute competent team to make such assessment both at Kolkata and at Haldia on regular basis.	Scheduled date of filing of GST Returns	80% of lump sum amount per month for each month
	Successfully upload data and returns on GST network / website as required by the law during the period of contract.		
	Assistance in Audits or queries raised by the department or any auditor during the period of contract		
	Refresher workshop in each division to solve problems being faced by them w.r.t. GST implementation		
	Circulars providing update on amendments introduced in GST law during the period of contract		
	IT and other related Change control for the GST Project as prescribed in the scope of work.		
Filing of Annual Return for the	Successfully upload data and returns on GST network / website as	Scheduled date of filing of	10% of lump sum amount per



relevant financial year	required by the law for the relevant financial year.	Annual GST Returns	month of the relevant financial year.
Filing of GST Audit Report along with Reconciliation with Annual Accounts on year to year basis	Successful upload of GST Audit Report along with other deliverables as stated by the GST Laws	Scheduled date of Filing of GST Audit Report along with enclosures	10% of lump sum amount per month of the relevant financial year.

23.2. Payment shall be released on monthly basis. The payment shall be released at the end of each month within 30 (Thirty) days from the date of receipt of bills complete in all respects supported with sign off/deliverable completeness and on successful rendering of service as per deliverables against the work as mentioned above. Deliverables are to be duly signed off by KoPT. Invoice should be submitted to FA&CAO.

So far as payment of 10% of the total payment for a financial year against filing of the Annual Return and 10% of the total payment for a financial year against successful upload of GST Audit Report along with other deliverables as stated by the GST Laws, payment shall be released within 30 (Thirty) days from the date of receipt of bills complete in all respects supported with sign off/deliverable completeness and on successful rendering of service as per deliverables mentioned above.

23.3. Assisting KoPT in litigations relating to GST:

The consultant shall be paid at the following rates for assisting KoPT in all GST related litigations resulting from disputes raised by Department.

- i) Preparing Draft reply to show cause notice, finalising the same in consultation with KoPT and filing the same at the appropriate forum :
  - a) For reply other than CESTAT : Rs 25,000.00 per each reply
  - b) For filing appeal in CESTAT : Rs 30,000.00 per appeal
- ii) Attending and pleading for KoPT in the hearings:
  - a) Before adjudicating Authority / Commissioner (Appeals)

If attended by Partner- Rs 25,000.00 per appearance  
If attended by other senior professional- Rs 12,500.00 per appearance
  - b) Attending and pleading before CESTAT, Kolkata:

If attended by Partner- Rs 25,000.00 per appearance  
If attended by other senior professional- Rs 12,500.00 per appearance
  - c) For seeking adjournment in CESTAT- Rs 7,000.00 for each case seeking adjournment

In case the consultant is required to go to any place other than Kolkata/Haldia for the purpose of attending hearing and pleading on behalf of KoPT the fee will be decided mutually and in addition to the same, the transport (economy class to and fro air fare and local AC Taxi fare for 50 km) and well as cost of boarding and lodging (maximum Rs 3000.00 per day) shall also be reimbursed.

23.4. The transport between Kolkata and Haldia shall be arranged by KoPT for the consultant's personnel for visiting Haldia at KoPT's cost. In addition to the same, free boarding and lodging

shall be provided in the KoPT's Guest House at Haldia. It may be clearly understood that no other transport and/or cost and/or out of pocket expenses for performance of the contract will be payable by KoPT separately and any such costs should be included in the lump sum amount per month to be quoted.

23.5. The bidder shall note that any dispute regarding payment must be raised within 90 days from the date of settlement of relevant bills failing which the same will not be entertained.

#### **24. DISQUALIFICATION:**

The bidder is liable to be disqualified if:-

24.1. Tender document is not submitted in accordance with terms and conditions of the Tender Form.

24.2. The proposal is not accompanied by Tender Fee and Earnest Money Deposit

24.3. During validity of the quotation period or its extended period, if any, the Tenderer increase his quoted prices.

24.4. The Bidder qualifies the Tender with his own conditions.

24.5. Tender document is received in incomplete form including price bid.

24.6. Tender document is received after due date and time.

24.7. Information submitted in Technical Bid is found to be incorrect or false at any time either during the processing of the tender (no matter at what stage) or during the tenure of the contract including the extension period if any.

24.8. While processing the tender documents, if it comes to the knowledge of KoPT that some of the bidders have formed a cartel resulting in delay/holding up the processing of tender. All such bidders involved in cartel are liable to be disqualified for this contract as well as for a further period of two years.

24.9. If any alteration is found in the tender document downloaded from KoPT/MSTC Website, the submitted tender is liable to be rejected.

**25.** The bidder cannot sub-contract any part of the work after contract is awarded.

**26.** The bidder will be single point responsible for entire work under tender, including IT scope of work so as to avoid any problems at the time of changes in IT implementation and to match with GST network. The bidder must sign the acceptance form for the same as per Annexure - 4.

**27.** The submission of a tender by a bidder implies that he has read these instructions and has made himself aware of the scope of work and the conditions of contract and the Port will not therefore, pay any extra charges on any account in case the bidder finds later on to have misjudged the conditions.

#### **28. CHANGE IN OWNERSHIP**

If any change takes place in the ownership or partnership of tenderer's firm/ company, KoPT should be intimated immediately of such changes, failing which, all payments will be withheld and KoPT may terminate the contract as may be deemed necessary in view of changed/altered scenario.

#### **29. NATIONAL SECURITY**

While evaluating proposals, regard would be paid to national defence and security considerations. The Corporation shall not be responsible for breach of law, if any, by the bidder.

### **30. TERMINATION CLAUSE**

KoPT reserves its right to terminate the contract for any reason at its absolute discretion including but not limited to the following:

30.1. If the bidder is adjudicated insolvent by a Competent Court or files for insolvency or the successful bidder is ordered to be wound up by a Competent Court.

30.2. If the bidder commits any material breach of the terms of this contract or any other contract with KoPT.

30.3. In case of breach of any terms and conditions of the Tender / contract, KoPT reserves its right to terminate the contract and the Performance Bank Guarantee would stand forfeited.

30.4. If any charge sheet is filed by a competent authority of the Government against the bidder.

30.5. It is to be clearly understood by the successful bidder that if a charge-sheet is filed by any competent authority of the Government against the successful bidder, the successful bidder is obliged to notify KoPT within 7 (seven) days of filing of the charge sheet. Failure to do so shall result in forfeiture of all payments due to the successful bidder for services rendered after the date of filing of the charge-sheet.

30.6. Exit Clause – KoPT, at its sole discretion can terminate the contract without assigning any reasons whatsoever by giving THIRTY (30) days' notice to the bidder.

The decision of KoPT in terminating the contract will be final and binding on the successful bidder.

### **31. SECURITY DEPOSIT / PERFORMANCE SECURITY**

31.1. The successful bidder will have to submit a Security Deposit / Performance Security, which will be equivalent to 10% of the value of the contract in the form of Banker's Cheque/ Bank Draft issued by any scheduled Bank of India in favour of 'Kolkata Port Trust' and payable at Kolkata. Alternatively, the Performance Bank Guarantee may also be submitted in the form of Bank Guarantee. The Performance Security shall have to be deposited within 7 days of receipt of Letter of Intent.

31.2. The Bank Guarantee towards Security Deposit / Performance Security (format as per Annexure 3 attached) should be irrevocable and drawn on any Nationalised / Scheduled Bank in favour of Kolkata Port Trust, payable at Kolkata which should be valid for period of two years, extendable if required, towards satisfactory performance of the contract.

31.3. In case of termination of the contract for any reason, except for the reason stated in clause 31.6 above, the performance bank guarantee shall stand forfeited, either wholly or partly and the bidder shall have no claim whatsoever against KoPT in consequence of such termination of the contract.

31.4. In the event the bidder gives up the work before expiry of the contract including extension periods, if opted by KoPT, or is unable to service the contract for whatever reason, the performance bank guarantee shall stand forfeited.

31.5. KoPT shall also be entitled to make recoveries from the bidder's bills, Security Deposit/Performance Guarantee or from any other amount due to him, against any over payment made not due to bidder due to inadvertence, error, collusion, misconstruction or misstatement.

31.6. The Security Deposit paid by the bidder towards satisfactory performance of the contract shall, subject to deductions, if any, be returned to him after three months on expiry of the contract.

### **32. CONFIDENTIALITY**

32.1. The information/documents made available to the Consultant during the period of this assignment shall be treated in strict confidentiality and shall not be made available outside the firm/co. without specific consent of KoPT. Upon successful completion of the contract, KoPT shall own the final deliverables submitted to KoPT.

32.2. The reports, if any, submitted by the consultant shall be the exclusive property of KoPT. The KoPT can, at its own discretion and rights, furnish the copies of reports to any connected person, firm, Corporation or Authority, etc. However, the bidder will not be liable to such parties under any circumstances.

### **33. LIMITATION OF LIABILITIES**

KoPT reserves the right to claim for the consequential losses suffered by the Port for non-compliance of the contract on the part of the successful bidder. The bidder's liability for such damages under the contract shall not exceed the total contract value of the contract. However the limitation of liability is not applicable for the cases where it is found and proved that the liability is arising out of an action performed with malafide intention / fraud.

### **34. EMPLOYMENT**

It has to be clearly understood by the successful bidder that the award of contract, if any, against this Tender shall be for a limited period as specified in the Tender. The professionals/ workers employed by the successful bidder to perform the contract if awarded shall be the employees of the successful bidder and the successful bidder alone shall be liable to pay the salaries, fees and all other payments as may be due to the professionals and KoPT shall in no way be liable for the same. The successful bidder shall also comply with all the provisions under the laws of the land pertaining to his/their professionals and their employment for the purpose of performing the contract, if awarded against this EOI, and the successful bidder shall also indemnify KoPT for any claims whatsoever made by such professionals against KoPT in that behalf.

### **35. FORCE MAJEURE**

Neither party shall be liable for any failure or delay in the performance of its obligations under this Tender and subsequent contract to the extent such failure or delay or both is caused, directly or indirectly, without fault of such party, for any reason beyond its reasonable control, including but not limited to, by fire, flood, earthquake, elements of nature or acts of God, acts of the state, strikes, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, quarantines, embargoes and other similar governmental action (each a force majeure event). Any Party so delayed in its performance shall immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within two (2) business days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay with relevant documentary support. However the party claiming such event shall take all necessary steps to mitigate the delay so caused in spite of such event. If under this clause either party is excused performance of any obligation for a continuous period of 90 days, then the other party may at any time hereafter while such performance continues to be excused, terminate the proposal or contract without any liability by notice in writing to the other.

### **36. JURISDICTION**

This agreement including all matters connected with this Tender/ contract shall be governed by the Indian Law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdictions of High Court of Calcutta.

### **37. ARBITRATION**

Any dispute or difference whatsoever arising between the Tenderers out of or in relation to the construction, interpretation, application, meaning, scope, operation, performance or effect of this tender/ contract or the validity or breach thereof, there shall first be an attempt to mutually settle the same amicably. If however, the said settlement is not possible within a period of 30 days from the date of notice then such dispute shall thereafter be referred to a Sole Arbitrator, to be appointed/ nominated by the KoPT.

The venue of the said Arbitration shall be at Kolkata.

And the provision of THE ARBITRATION AND CONCILIATION (AMENDMENT) ACT 2015 shall apply to the said proceedings. The Award of the Arbitrator shall be final and binding upon both the parties.

## SECTION – IV

### TECHNICAL BID

(To be submitted by the bidder)

1. Name of Company /Firm/LLP	
2. Headquarters / Address	
3. Telephone Nos.	
4. Mobile Nos.	
5. Email Address(es)	
6. If Headquarters is not in India, Address of the Company/Firm in India and details of Indian registration	
7. Date of incorporation of the firm / Company and details of LLP	
8. Presence and locations of Offices in Kolkata	
9. Comprehensive details of experience in providing consultancy in the field of indirect taxation services	
10. The detail of bidder's experience in support of claim of satisfying the prequalification criteria prescribed in the Tender (Client certificate is to be submitted).  Note:  If required, separate sheets may be enclosed.	
11. Details of Expertise and experience of team members / professionals to be deployed for the project.	
12. Details of qualified professionals.	
13. Presentation on an indicative basis by key areas, the impact that GST implementation will have on the financial statements and business of ports. Specifically, provide a broad analysis of GST implementation impact.	
14. Name & Designation of the authorized signatory	
15. Tender Fee Details: DD No: Amount: Rs. Date of Issue: Drawn on:	
16. Detail of EMD (to be submitted in technical bid only)	

DD No: Amount: Rs. Date of Issue: Drawn on: Bank Guarantee Details	
17. Average Turnover of company/Firm for last three years with details as per latest audited statement of accounts or certified copy of annual report	
18. Permanent Account No. (Attach Copy)	
19. GST Registration No.	
20. Details of near relatives working in KoPT if any and declaration about black listing etc.	
21. Name and Mobile No. of Contact person	
22. EPF & ESI No. if applicable. If not applicable, the same should be clearly indicated.	

I / We agree to

- 1) Deliver all the deliverables mentioned under Section III of this E O I
- 2) The condition that KOPT will provide space, connectivity, raw power supply, the access and media links to the appropriate network element(s) to facilitate the provision of the services and may provide the requisite Public IP addresses also, if required.
- 3) Comply with all terms & conditions of E O I.

(Signature of Authorised Signatory)

**GENERAL CONDITIONS OF CONTRACT**

**1. DEFINITIONS**

- 1.0 "Employer" in the contract, as hereinafter defined, the following words and expressions shall have the meaning here-in assigned to them, except where the context otherwise required.
- 1.1. "Employer" or "Board" or "Trustees" means the Board of Trustees for the Port of Kolkata, a body corporate under Section 3 of the Major Port Trust Act, 1963, including their successors, representatives and assigns.
- 1.2. "Chairman" means the Chairman of the Board and includes the person appointed to act in his place under Sections 14 and 14A of the Major Port Trusts Act, 1963.
- 1.3. "Contractor" means the person or persons; Firm or Company whose tender /offer has been accepted by the Trustees and includes the Contractor's representative's heirs, successor and assigns, if any permitted by the Board / Chairman.
- 1.4. "Engineer" means the Board's official who has invited the tender on its behalf and includes the Chief Engineer, the Chief Mechanical Engineer, the Senior Executive Engineer the Chief Hydraulic Engineer, the Deputy Chief Engineer, the Deputy Chief Mechanical Engineer, the Senior Resident Engineer, The Manager (Infrastructure & Civic Facilities), the Manager (Plant & Equipment) the Deputy Manager ( Infrastructure & Civic Facilities) and the Deputy Manager (Plant & Equipment), or other official as may be appointed from time to time by the employer, with written notification to the Contractor, to act as Engineer for the purpose of the contract, in place of the "Engineer" so designated.
- 1.5. "Engineer's Representative" means any subordinate Engineer or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties set forth in Clauses 2.4 to 2.6 hereof.
- 1.6. "Work" means the Work to be executed in accordance with the Contract and includes authorized "Extra Works" and "Excess Works" and Temporary Works.
- 1.7. "Temporary Works" means all temporary works of every kind required in or about the execution, completion or maintenance of the works and includes (without thereby limiting the foregoing definitions) all temporary erections, scaffolding, ladders, timbering, soaking vats, site offices, cement and other god owns, platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and mixing platforms.
- 1.8. "Extra Works" means those works required by the Engineer for completion of the Contract which were not specifically and separately included in the schedule of items of works (i.e., Bills of Quantities) of the tender. "Excess Works" means the required quantities of work in excess of the provision made against any item of the Bill of Quantities.



- 1.9. "Specifications" means the relevant and appropriate Bureau of Indian Standard's Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.
- 1.10. "Drawings" means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.
- 1.11. "Contract" means and includes the General and Special Conditions of Contract, Specifications, Drawings, priced Bill of Quantities, the Tender/ Offer, the letter of acceptance of the Tender/Offer, the Contract Agreement if separately entered into and the Schedule of Rates and Price, if any, adopted by the Trustees at their discretion.
- 1.12. "Constructional Plant" means all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent work.
- 1.13. "Site" means the land and other places, on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the Trustees for the purpose of the Contract.
- 1.14. "Contract Price" means the sum named in the letter of acceptance of the Tender/ Offer of the Contractor, subject to such additions thereto and deduction there from as may be made by the Engineer under the provisions here-in-after contained.
- 1.15. "Month" means English Calendar Month.
- 1.16. "Excepted risks" are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).
- 1.17. Word importing the singular only, also includes the plural and vice-versa where the context so required.
- 1.18. The headings and marginal notes in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 1.19. Unless otherwise stipulated the word "Cost" shall be deemed to include overhead costs of the contractor, whether on or off the site.

## 2. DUTIES & POWERS OF ENGINEER & ENGINEER'S REPRESENTATIVE

- 2.1. The Contractor shall execute, complete and maintain the works in terms of the contract to the entire satisfaction of the Engineer and shall comply with the Engineer's direction on any matter whatsoever.

2.2. The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 herein, from the Engineer's Representative.

2.3. The Engineer shall have full power and authority

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

2.4. The Engineer's representative shall:

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

2.5. Provided always that the Engineer's 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.

2.6. Provided also as follows:

- (a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down,

removal, breaking-up thereof and re-construction at the contractor's cost and the contractor shall have no claim to compensation for the loss sustained by him.

- (b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm, reverse or vary such decision.
- (c) Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in Engineer to his Representative in writing shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation. Contractor and the Trustees as though it had been given by the Engineer, who may from time to time, make such delegation.

### 3. THE TENDER / OFFER AND ITS PRE-REQUISITES

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

- (a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climate conditions, the means of access to the site and all other local conditions including the likely charges and costs for temporary way-leave, if any, required for the work.
- (b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract.
- (c) The accommodation required for the workmen and site office, mobilization / demobilization and storage of all plant, equipment and Construction materials.
- (d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all of Contractor's cost.
- (e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made there under, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance.
- (f) Payment of all kinds of stamp-duty for exacting the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds.

- 3.2. The Contractor's tender shall be in ink on the Tender Forms supplied by the Trustees, unless stipulated otherwise in the Notice-Inviting the Tender and shall be faultless in figures and free from erasing. Corrections, if any, shall only be made by scoring out and initialing of the revised figure.
- 3.3. If required by the Engineer or the Trustees, the Contractors in their tender or subsequently, shall disclose the names of their owners/partners/Share Holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled.
- 3.4.
- (a) Amount of Earnest Money shall be 2 % of the estimated cost, up to an estimated cost of ` 25 crores and for estimated cost above ` 25 crores, it will be ` 50 lacs + 1 % of the estimated cost by which it exceeds ` 25 crores.
- (b) Minimum amount of Earnest Money will be ` 10, 000/- irrespective of value of contract.
- (c) Earnest Money will be accepted only by Banker's cheque or pay order or demand draft payable at Kolkata or Haldia as the case may be. Only Earnest Money of L-1 bidder will be encashed and earnest money instruments of other bidders will be returned after opening of price bid.

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:

Class of Registration	Amount of Fixed Security	Financial limit of each tender
A	` 50,000/-	Any tender priced up to ` 10,00,000/-
B	` 25,000/-	Any tender priced up to ` 5,00,000/-
C	` 15,000/-	Any tender priced up to ` 3,00,000/-

- (d) (i) Tender submitted without requisite Earnest Money may be liable to rejection.
- (ii) If before expiry of the validity period of his Tender / offer, the tender amends his quoted rates or tender/ offer making them unacceptable to the Trustees and / or withdraws his tender / offer, the Earnest Money deposited shall be liable to forfeiture of the option of the Trustees.
- (e) 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.

- (f) Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of

the total value of work actually done up to the stage of completion.

Value of Work	% of Security Deposit for works contract	% of Security Deposit for Contract of supplying materials and equipments only
For works up to ₹ 10,00,000/-	10% (Ten percent )	1% ( One percent )
For works costing more than ₹ 10,00,000/- and up to ₹ 20,00,000/-	10% on first ₹ 10,00,000/- + 7½ % on the balance	1% on first ₹ 10,00,000/- + ½ % on the balance
For works costing more than ₹ 20,00,000/-	10% on first ₹ 10,00,000/- + 7½% on next ₹ 10,00,000/- + 5 % on the balance	1% on first ₹ 10,00,000/- + ½ % on next ₹ 10,00,000/- + ¼ % on the balance

- (g) 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 Nationalized Bank of India drawn in favour of Kolkata Port Trust and payable at Kolkata / Haldia, as the case may be.

- (h) No interest shall be paid by the trustees to the Tenderer / Contractor on the amount of Earnest Money / Security Deposit held by the Trustees, at any stage.

### 3.5.

- (i) The Security Deposit shall be refunded to the Contractor in terms of Clause 9.3 hereinafter and subject to deduction, if any, under the provision of Sub-Clause 3.5(ii) herein below. If, however, the contract provides for any maintenance period, 50% of the Security Deposit may be refunded against any of the Treasury Receipt for that amount on expiry of half of the maintenance period and the balance deposit on the said maintenance period and after the Engineer has certified the final completion of work in form G.C.2 and the Contractor has submitted his "No Claim" Certificate in form G.C.3.
- (ii) The Security Deposit/Earnest Money may be liable to forfeiture at the option of the Trustees, if the Contractor fails to carry out the work or to perform/observe any of the conditions of the contract. The Trustees shall also be at liberty to deduct any of their dues from the Security

Deposit, fixed Security, Earnest Money or from any sum due or to become due to the Contractor under any other contract.

- 3.6. If stipulated in the contract as a Special Condition, the Contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from Kolkata / Haldia Branch, as the case may be, of any Nationalized Bank of India in the proforma annexed hereto and for the sum and period as mentioned in the letter of acceptance of the Tender/Offer, within 15 days from the date of such letter, failing which the contract shall be liable to be terminated and the Earnest Money are liable to forfeiture; all at discretion of the Engineer. The cost of obtaining this or any other Bank Guarantee and/or the revalidation thereof, wherever required, has to be borne by the Contractor and it shall be his sole responsibility to arrange for timely revalidation of such bank guarantee, failing which and for non-fulfillment of any contractual obligation by the Contractor, the Engineer and/or the Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally.
- 3.7. Every Tenderer / bidder shall submit in respect of a tender value of more than Rs. 5 crores, along with their tender comprising Special Conditions of Contract, General Conditions of Contract, BOQ, Earnest Money, etc., a document called Integrity Pact Agreement duly signed by their authorized representative. The proforma of the Integrity Pact Agreement shall as specified in the G.C.C. In case of tender value more than Rs. 5 crores, the Integrity Pact Agreement is an essential part and parcel of the bid document to be submitted by each tenderer, without which the tender shall not be considered.

#### 4. THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR

##### 4.1.

- (a) The contract documents shall be drawn-up in English language.
- (b) The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of the High Court at Kolkata, India, including the following Act:
  - 1. The Indian Contract Act, 1872.
  - 2. The Major Port Trust, Act, 1963.
  - 3. The Workmen's Compensation Act, 1923.
  - 4. The Minimum Wages Act, 1948.
  - 5. The Contract Labour (Regulation & Abolition) Act, 1970.
  - 6. The Dock Workers' Act, 1948.
  - 7. The Indian Arbitration Act (1940) (in the case of a definite arbitration Agreement only).

- 4.2. After acceptance of his Tender / Offer and when called upon to do so by the Engineer or his representative, the Contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed the other documents referred to in the definition of the term "Contract" here-in-before shall collectively be the Contract.

- 4.3. Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.
- 4.4. Two copies of the Drawing referred to in the General and Special Conditions of Contract and in the Bill of Quantities, shall be furnished by the Engineer to the 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.
- 4.5. The Contractor shall prove and make at his own expense any working or progress drawings required by him or necessary for the proper execution of the works and shall, when required, furnish copies of the same free of cost to the Engineer for his information and/ or approval, without meaning thereby the shifting of Contractor's responsibility on the engineer in any way whatsoever.
- 4.6. The Contractor shall not directly or indirectly transfer, assign or sublet the 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 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 subletting under this clause.
- 4.7. Unless otherwise specified, the Contractor shall be deemed to have included in his Tender / Offer all his cost for supplying and providing all constructional plant, temporary work, materials both for temporary and permanent works, labour including supervision thereof transporting to and from the site and in and about the work, including loading, unloading, fencing, watching, lighting, payment of fees, taxes and duties to the appropriate authorities and other things of every kind required for the construction, erection, completion and maintenance of the work.
- 4.8. The Contractor shall be solely responsible for the adequacy, stability and safety of all site operations and methods of construction, even if any prior approval thereto has been taken from the Engineer or his Representative. The Contractor shall not be responsible for the correctness of the design or specification of the Temporary and Permanent works formulated by the Engineer; but the contractor shall be fully responsible for the correct implementation thereof as also for any design and specification prepared / proposed / used by the Contractor.
- 4.9. Whenever required by the Engineer or his Representative, the Contractor shall submit to him the details of his (a) programme for execution of the work, (b) proposed procedure and methods of work, (c) proposed deployment of plant, equipment labour, materials and temporary works.

The submission to and/ or any approval by the Engineer or his Representative to any such programme or particulars, shall not relieve the Contractor of any of his obligations under the contract. If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.

- 4.10. Necessary and adequate supervision shall be provided by the Contractor during execution of the works and as long thereafter as the Engineer or his Representative shall consider necessary during the maintenance period. The Contractor or his competent and authorised agent or representative shall be constantly at site and instructions given to him by the Engineer or his Representative in writing shall be binding upon the Contractor subject to limitation in clause 2.5 hereof. The Contractor shall inform the Engineer or his Representative in writing about such representative / agent of his at site.
- 4.11. The Contractor shall employ in execution of the Contract only qualified, careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of his staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur, whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.
- 4.12. The Contractor shall be responsible for the true and proper setting-out of the works in relation to reference points/lines/levels given by the Engineer in writing. The checking of any setting-out or of any alignment or level by the Engineer or his Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and he shall fully provide, protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting-out the works.
- 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 down cost as per instruction and to the satisfaction of the Engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer, shall be recoverable from the Contractor in whatever manner the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Contractor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the Engineer as also for defects/ damages if any caused to the work by the Contractor during such repairs and replacement in the maintenance period.



- 4.14. The Contractor shall at his own cost protect, support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not, which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/ or to any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract.
- 4.15. The Contractor shall immediately inform the Engineer's Representative if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees expense as per the instruction of the Engineer's Representative.
- 4.16. The Contractor shall be deemed to have indemnified the Trustees against all claims, demands, actions and proceedings and all costs arising there from on account of:
- (a) Infringement of any patent right, design, trade-mark, or name or other protected right, in connection with the works or temporary work.
  - (b) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.
  - (c) Unauthorized obstruction or nuisance caused by the Contractor in respect of Public or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person.
  - (d) Damage / injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work.
  - (e) Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting contractor's plants and materials.
  - (f) The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies employed by or with the permission and / or knowledge of the Trustees on or near the site of work.
- 4.17. Debris and materials, if obtained by demolishing any properly, building or structure in terms of the Contract shall remain the property of the Trustees.
- 4.18. The Contractor's quoted rates shall be deemed to have been inclusive of the following:

- (a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.
- (b) Cleaning and removal from site the entire surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.
- (c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works, and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.
- (d) Making arrangements for deployment of all labourers and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.
- (e) Making arrangements in or around the site, as per the requirements of Kolkata Municipal Corporation or other local authority or the Engineer or his Representative, for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.

4.19. Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or in case of Trustee's enlisted Contractor to the address as appearing in the trustee's Register or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or dispatch.

4.20. The Contractor and his sub-contractor or their agents and men and any firm supplying plant, materials, and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing.

4.21. The Contractor shall, at the Trustees' cost to be decided by the Engineer, render all reasonable facilities and Co-operation as per direction of the Engineer or his representative to any other Contractor engaged by the Trustees and their workmen, to the Trustees' own staff and to the men of other Public Body on or near the site of work and in default, the contractor shall be liable to the trustees for any delay or expense incurred by reason of such default.

4.22. The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic.

4.23. All constructional plants, temporary works and materials when brought to the site by the contractor, shall be deemed to be the property of the Trustees who will have a lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer or his Representative.

## 5. COMMENCEMENT, EXECUTION AND COMPLETION OF WORK

- 5.1. The contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Contractor's tender / offer by the Trustees or within such preliminary time as mentioned by the contractor in the Form of Tender or the time accepted by the Trustees. The contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representatives, time being deemed the essence of the contract on the part of the Contractor.
- 5.2. The Contractor shall provide and maintain a suitable office at or near the site, to which the Engineer's Representative may send communications and instructions for use of the Contractor.
- 5.3. Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the contractor shall not execute the work beyond the working hours observed by the Engineer's Representative and on Sundays and Holidays observed in the trustees system, except in so far as it becomes essential on account of tidal work or for safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any act or neglect on the part of the contractor, then the Engineer or his Representative shall order and the contractor at his own expense shall work by day and by night and on Sundays and Public Holidays. Any failure of the Engineer or his Representative to pass such an order shall not relieve the contractor from any of his obligations. The Engineer's decision in this regard shall be final, binding and conclusive.
- 5.4. Unless stipulated otherwise in the contract, all materials required for the work shall be procured and supplied by the contractor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the Engineer or his Representative. The engineer shall exercise his sole discretion to accept any such materials.
- 5.5. Unless stipulated otherwise, in the contract, all materials, workmanship method of 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 materials and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.
- 5.6. Samples shall be prepared and submitted for approval of the Engineer or his Representative, whenever required to do so, all at the contractor's cost.
- 5.7. Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work shall be borne by the contractor.

- 5.8. Regarding the supply of any materials by the Trustees to the contractor in accordance with the contract, the following conditions shall apply:
- (a) The contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative.
  - (b) Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than "Excepted Risks", the contractor shall compensate the Trustees' in the manner decided by the Engineer and shall at no stage remove or cause to be removed any such material from the site without his permission.
  - (c) The Trustees' materials will generally be supplied in stages and in accordance with the rate of progress of work, but, except for grant of suitable extension of completion time of work as decided by the Engineer, the contractor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Contractor shall, however communicate his requirement of such materials to the Engineer from time to time.
  - (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 / any of his other dues. Progressively according to the consumption thereof on the work and / or in the manner decided by the Engineer or his Representative and at the rate / stipulated in the contract.  

These rates shall only be considered by the contractor in the preparation of his tender / offer and these will form the basis of escalation / variation, if in future the contractor is required to procure and provide any such material on the written order of the Engineer consequent on the Trustees' failure to affect timely supply thereof.
  - (e) If the Engineer decides that due to the contractor's negligence, and of the Trustees' 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 19.25% extra over the higher one of the following:
    - 1. The issue rate of the materials at the Trustees' Stores, and
    - 2. The market price of the material on the date of issue as would be determined by the Engineer.
- 5.9. The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time – (i) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the Engineer or his Representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and

proper re-execution of any work, which in respect of material and workmanship is not in accordance with the contract or the 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 of such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days.

5.10. 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.

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

Otherwise provide for in the contract, or

1. Necessary by reason of some default on the part of the Contractor,

or

2. Necessary by reason of climatic conditions on the site, or

3. Necessary for proper execution of the works or for the safety of the works or any part thereof. The Engineer shall settle and determine such extra payment and / or Extension of completion time to be allowed to the contractor, as shall, in the opinion of the Engineer, be fair and reasonable.

If at any time before or after commencement of the work the Trustees do not require the whole of the work tendered for, the 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 instruction.

5.12. When the whole of the work has been completed to the satisfaction of the Engineer and has passed any final test prescribed in the contract, the contractor shall, within 21 days of submission of his application to the Engineer be entitled to receive from him a certificate for completion of work in Form G.C.1 annexed hereto. If any part of the total work having been completed to the satisfaction of the Engineer, be takeover and / or used by the Trustees the Contractor shall on application be entitled to partial completion certificate in the Form of G.C.1 indicating the portion of the work covered by it, so that the Contractor's liability during maintenance period of

the contract, if any, shall commence from the date mentioned in such certificate so far as the completed portion of the work is concerned.

## 6. TERMS OF 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. On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advances, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.
- 6.2. All payments shall be made to the Contractor on the basis of measurement of actual work done, as recorded in the Trustees' measurement books and at accepted tendered or at agreed rates, as the case may be except as otherwise provided in the contract and when the Engineer decided any other rate for change in the scope of work or omission, if any, on the part of the Contractor.
- 6.3. For work of sanctioned 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.
- 6.4. Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and / or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the Engineer's Representative in every manner required by him. After the measurements taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a taken of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even other 3 days written notice from the Engineer's Representative the measurement shall be taken ex-part by the Engineer's representative and those shall be accepted by the Contractor.
- 6.5. Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may, in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable" sum of the said bill,

subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees end., The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amount and recoveries to type out the bill.

- 6.6. At the discretion of the Engineer or his Representative and only in respect of accepted offers/ where estimated amount put to tender would be ` 2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor. Provided always that:
- i. The materials shall, in the opinion of the Engineer or his Representative, be of imperishable nature.
  - ii. The value of such materials shall be assessed by the Engineer or his Representative, at their own discretion.
  - iii. A formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials.
  - iv. The materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise.
  - v. In the event of shortage of such materials within the Trustees' protected areas in the Docks, the contractor shall submit an indemnity Bond in the proforma and manner acceptable to Trustee' whereby the contractor shall indemnify the Trustees' against all financial loss/ damage, on account of loss/ damage to such materials for whatever reasons.
  - vi. In the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the Engineer an irrevocable Bank Guarantee favoring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Kolkata / Haldia Branch of any Nationalized Bank or a Scheduled Commercial bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee.
  - vii. The amount of advance shall be recoverable from the contractor's bills or any other dues, progressively with the consumption of the materials on the basis of quantity consumed. 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 over certify for payment or the Trustees should over-pay the Contractor on any account.

- 6.8. No claim for interest shall be admissible to the Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Trustees, owing to dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise.

## 7. VARIATION AND ITS VALUATION:

- 7.1. The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfillment of his obligation under the contract.
- 7.2. The Engineer shall have the power to order the Contractor in writing to make any variation of the Quantity, quantity or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows:
- a) Increase or decrease the quantity of any work included in the contract.
  - b) Omit any work included in the contract.
  - c) Change the Character or quality or kind of any work included in the contract.
  - d) Change the levels, lines, position and dimensions of any part of the work, and
  - e) Execute extra and additional work of any kind necessary for completion of the works.
- 7.3. No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly.
- 7.4. Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work up to 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer's subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause.
- 7.5. a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer.



- b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.
- c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra additional or substituted work, then the Engineer may decided 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. 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 commotions or other special circumstances of any kind beyond the control of the Contractor cause delay in completing the work, the contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work, with or without the imposition of "Liquidated Damaged" Clause (No. 8.3 hereof) on the Contractor and his decision shall be binding on the contractor. If an extension of completion time is granted by the Engineer, the clause No. 8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communication by the Engineer, as aforesaid.
- 8.2. a) If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½ % (half percent) of the total value of work (contract price) as mentioned in the latter of acceptance of the tender/offer, for every

week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% the said value of work.

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

8.3. Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive:

- (i) The Contractor has abandoned the contract.
- (ii) In the opinion of the Engineer, either the performance of the Contractor is not satisfactory or the work is not getting completed within the agreed period on account of Contractor's lapses.
- (iii) The Contractor has failed to commence the work or has without any lawful excuse under these conditions, has kept the work suspended despite receiving the Engineer's or his Representative's written notice to proceed with the work.
- (iv) The Contractor has failed to remove materials from site after receiving from the Engineer or his Representative the written notice stating that the said materials or work are rejected by him.
- (v) The Contractor is not executing the work in accordance with the contract 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 adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsorily or voluntarily.

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

8.3.2 In all such cases of Termination of work, the Trustees shall have the power to complete the Work through any other agency of the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be

expended in completing the work beyond the amount that would have been due to the contractor, had he duly completed the whole of the work in accordance with the contract.

8.3.3 Upon termination of contract, the contractor shall be entitled to receive payment of only 90 % of the value of the work actually done or materials actually supplied by him and subject to recoveries as per contracts, provided the work done and materials conform to specifications at the time of taking over by the Trustees. The payment for work shall be based on measurements of actual work done and priced at approved contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall in no case be more than market rates prevailing at the time of talking 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 and known in all respect.

## 9. MAINTENANCE AND REFUND OF SECURITY DEPOSIT

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

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

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

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 there from in respect of any sum due to the Trustees from the Contractor.

## 10. INTERPRETATION OF CONTRACT DOCUMENTS , DISPUTES & ARBITRATION

- 10.1. In all disputes, matters, claims, demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications and Instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the work or after the completion and whether before or after the determination , abandonment or breach of the contract the decision of the Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the Contractor.
- 10.2. If, the Contractor be dissatisfied with any such decision of the Engineer, he shall within 15 days after receiving notice of such decision require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.
- 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 required 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.
  - 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 it was left by his predecessor.
  - 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 Kolkata or as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference to cost of any incidental to the reference and award respectively shall be in discretion of the Arbitrator 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 there under, for the time being in force, shall apply to the arbitration proceedings under this Clause.

10.4. The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decisions. The Engineer also shall not withhold any payment, which, according to him, is due or payable to the Contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.

10.5. Provided always as follows:

(a) Nothing of the provisions in paragraphs 10.3 to 10.3.7 hereinabove would apply in the case of contracts, where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs. 40,00,000/-.

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

(c) Contractor's dispute, if any, arising only during the maintenance period stipulated in the contract, must be submitted to the Engineer, with detailed justifications in the context of contract Conditions, before the final completion of the work. No dispute or difference on any matter whatsoever, pertaining to the contract can be raised by the contractor after the completion of the work.

(d) Contractor's claim / dispute raised beyond the time limits prescribed in sub-clauses 8.5 (b) and 8.5 (c) hereinabove, shall not be entertained by the Engineer and / or by any Arbitrator, subsequently.

(e) The Chairman / Trustees shall have the right to alter the panel of Arbitrators on their sole discretion, by adding the names of new Arbitrators and / or by deleting the names of existing Arbitrators, without any reference to the Contractor.

\*\*\*\*\*

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

CONTRACT NO.....

To,  
.....

I/We.....  
.....of  
.....

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

THE TOTAL AMOUNT OF TENDER Rs (Not To be filled up)

(Repeat in words) (Not to be filled up)

\*\*\*\*\*  
\*\*\*\*  
\*\*\*\*\*

\*I/We require .....

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

(\* This should be scored out in the case of labour contracts)

I/We have deposited with KOLKATA PORT TRUST, a sum of ..... vide Pay Order / Demand Draft No..... dt..... of..... (name of Bank) as Earnest Money.

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

Signature of the Tenderer  
(Seal of the Tenderer)

Name of the Tenderer .....

Dated: .....  
Address: .....  
.....

Witness:

Signature \_\_\_\_\_

Name \_\_\_\_\_  
(In Block Letters)

Address: \_\_\_\_\_  
\_\_\_\_\_

Occupation: \_\_\_\_\_

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF AGREEMENT

THIS AGREEMENT made this .....day of.....200.....bet  
ween the

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

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

WHEREAS the Trustees are desirous that certain works should be executed /  
constructed , viz.

.....and

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

1. In this Agreement words and expressions shall have the same meanings as  
are respectively assigned to them in General Conditions of Contract hereinafter  
referred to.
2. The following documents shall be deemed to form and be read and  
construed as part of this Agreement, viz.
  - (a) The said Tender / Offer & the acceptance of the Tender / Offer
  - (b) The General Conditions of Contract
  - (c) The Special Conditions of Contract
  - (d) The Conditions of Tender
  - (e) The Technical Specifications
  - (f) The Schedule of Rates
  - (g) The Terms of Payment
  - (h) All correspondence by which, the contract is added, amended,  
varied or modified in 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 covenants with the  
Trustees to execute and maintain the work in conformity in all respects with the  
provisions of the contract.
4. The Trustees hereby covenants to pay to the Contractor, in consideration of  
such execution and maintenance of the Work, the Contract Prices at the times and  
in the manner prescribed by the Contract.

IN WITNESS whereof of the parties hereto have caused their respective  
Common Seals to be hereunto affixed (or have hereunto set their respective  
hands and seals) 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 the presence of:

Name.....

Address: .....

KOLKATA PORT TRUST

**FORM G.C.1**

Contractor: .....

Address: .....

Date of Completion: .....

Dear Sir/s,

This is to certify that the following works viz.

Name of the Work .....

Estimate Number E.E.O .....dt.....

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

Work Order Number ----- dt-----

Allocation .....

Contract Number .....

Which was carried out by you is in the opinion of the undersigned completing in every respect on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ in accordance with the terms of the Contract and you are required to maintain the work in accordance with clause 62 of the General Conditions of Contract and under the provisions of the Contract for a period of ----- days /weeks / months / years.

From the.....day of ..... 20 .....

to the .....day of ..... 20 .....

Signature (.....

.....)

(Engineer / Engineer's Representative)

Name.....

.....

Designation.....

.....

Office Seal

c.c. to The Deputy Chief Engineer ( )  
The Deputy Manager ( )  
Financial Adviser & Chief Accounts Officer/  
Manager (Finance), Haldia Dock Complex

KOLKATA PORT TRUST

**FORM G.C.2**

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

**CERTIFICATE OF FINAL COMPLETION**  
This is to certify that the following works viz.

Name of Work -----  
Estimate No. E.E.O. No. .... dt .....  
C.E.O. No .....dt .....  
Work Order No.....dt .....  
Contract No. -----  
Resoln. No & Meeting No -----  
Allocation -----

Which was carried out by Shri / -----  
Messrs.....is now

complete in every respect in  
accordance with the terms of the Contract and that all the obligations under  
Contract have been fulfilled by the Contractor.

Signature (.....)  
(Engineer / Engineer's Representative)

Name.....  
.....

Designation.....  
.....

Office Seal

KOLKATA PORT TRUST

**FORM G.C.3**

(‘No Claim’ Certificate From Contractor)

The Engineer  
Kolkata Port Trust  
Kolkata / Haldia

(Attn:.....)

(Address, the Trustees’ Official, mentioned in  
the work Order and under whom the Contract  
was executed)

Dear Sir,

I / We do hereby declare that I / We have received full and final payment from  
Kolkata Port Trust for the execution of the following work, viz.

Name of Work -----

Work Order No ..... dt .....

Contract No ..... dt.....

Agreement No .....dt.....

and I / We have no further claim against Kolkata Port Trust in respect of the above  
mentioned job.

Yours faithfully,

(Signature of Contractor)

Date .....

.....

Name of Contractor .....

.....

Address .....

.....

.....

.....

(Official Seal of the Contractor)

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

To  
The Board of Trustees  
for the Port of Kolkata.

BANK GUARANTEE

NO.....DATE.....

Name of issuing Bank .....

.....

Name of Branch.....

.....

Address.....

In consideration of the Board of Trustees of the Port Kolkata, a body corporate - duly constituted under the Major port Trust Act, 1963 ( Act 38 of 1963), having agreed to exempt Shri / Messrs -----

..... a proprietary / Partnership / Limited /

Registered Company, having its Registered Office at ..... ..

.....

(hereinafter referred to as "The Contractor") from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for ..... (write the name of the work as per Work Order) in terms of the Work order No .....  
.....

ated.....(hereinafter referred to as "the said contract"), for the due

fulfillment by the contractor of all the terms and conditions contained in the said contract, on submission of a bank Guarantee for Rs ..... (Rupees  
s

.....

..... )  
we,.....Branch, Kolkata...../ Haldia,

do on the

advise of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs ..... (Rupees .....  
..... )

We.....

.....Branch,Kolkata ...../Haldia, further agree that

if a written demand is made by the Trustees through any of its officials for honoring the Bank Guarantee constituted by these presents,

We,..... Branch, Kolkata ..... /Haldia shall have no

right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c. Payee Banker's Cheque drawn in favour of "Kolkata Port Trust", without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us,.....

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

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

3.  
We, ..... Branch, Kolkata .....  
... / Haldia, further  
agree that the Bank Guaranteed herein contained shall remain in full force and  
effect, during the period that is taken for the due performance of the said  
contract by the contractor and that is shall continue to be enforceable till all  
the dues of the Trustees under and/or by virtue of the terms and conditions of  
the said contract have been fully paid and its claim satisfied and/or discharged  
in full and/or till the Trustees certify that the terms and conditions of the said  
contract have been fully and properly observed/fulfilled by the contractor and  
accordingly, the Trustees have discharged the Bank Guarantee, subject  
however, that this guarantee shall remain valid up to and inclusive of  
.....day of .....20.....and subject all so that  
the provision  
that the Trustees shall have no right to demand payment against this  
guarantee after the expiry of 6(six) calendar months from the expiry of the  
aforesaid validity period up to ..... Or any extension thereof made by  
us, .....Branch, Kolkata ...../ Haldia, in further extendi  
ng the  
said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of  
appropriate value, as required / determined by the Trustees, only on a written  
request by the Trustees to the contractor for such extension of validity of this  
Bank Guarantee.

4.  
We, ..... Branch, Kolkata  
ta .....  
/ Haldia, further agree that, without our consent and without affecting in any  
manner our obligations hereunder, the Trustees shall have the fullest liberty to  
vary from time to time any of the terms and conditions of the said contract or

to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the contractor and to forebear or enforce any of terms and conditions relating to the said contract and We, ..... Branch, Kolkata...../Haldia, shall not be relieved from our liability by reason of any

such variation or extension being granted to the contractor or for any forbearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us,.....Branch, Kolkata...../Haldia

5. We ..... Branch, Kolkata ...../Haldia, lastly undertakenot to revoke this Bank Guarantee during its currency except with the previous consent of the Trustees in writing.

SIGNATURE.....

.....

NAME.....

.....

DESIGNATION.....

.....

(Duly constituted attorney for and on behalf of)

BANK.....

.....

BRANCH.....

.....

Kolkata...../ HALDI

A.

(OFFICIAL SEAL OF THE BANK

AGREEMENT TO TERMS AND CONDITIONS

To,

Financial Adviser & Chief Accounts Officer  
Kolkata Port Trust  
15, Strand Road  
Kolkata – 700001.

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos.....the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide services .....in conformity with the said drawings, conditions of contract and specifications for the sum shown in the price schedule attached herewith and made part of this bid.
2. We undertake, if our bid is accepted, to commence deliveries / service within two weeks and to complete delivery/service of all the items specified in the contract as per the delivery schedule laid out in the EOI document.
3. If our bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum @ 10% of the contract value for the due performance of the contract.
4. We agree to abide by this bid for a period of 180 Days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Work/Work Order of contract is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this .....day of .....2017

Name and Signature.....

In the capacity of.....

Duly authorized to sign the bid for and on behalf of.....

Witness.....

Address.....

Signature.....



## FORMAT OF BANK GUARRANTEE

**Draft Proforma of Bank Guarantee to be issued by the Kolkata Branch of any nationalised Bank of India on Non-Judicial Stamp Paper worth at least Rs. 100/-, in connection with the NIT**

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

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

Name of Issuing Bank.....

Name of Branch.....

Address.....

In consideration of the Board of Trustees of the Port of Kolkata, a body corporate - duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), having agreed to hand over the work order to Shri/ Messrs ....., a Proprietary/Partnership/Limited/Registered Company, having its Registered Office at..... (hereinafter referred to a "The Contractor") for thorough repair, under the terms and conditions of the contract made between the Trustees and the Contractor, for " ....." in terms of the Work Order No..... dated.....(hereinafter referred to as "the said contract"), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs..... (Rupees.....), we,..... Branch, Kolkata, do, on the advice of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs.....(Rupees.....).

We,.....Branch, Kolkata, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We,.....Branch, Kolkata, shall have no right do decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c. Payee Banker's Cheque drawn in favour of "Kolkata Port Trust", without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us,..... (Name of Bank), ..... Branch, Kolkata, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We,.....Branch, Kolkata, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We,..... Branch, Kolkata, further agree that a mere demand by the Trustees at anytime and in the manner aforesaid, is sufficient for us,..... Branch, Kolkata, to pay the amount

covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the contractor and no protest by the contractor, made either directly or indirectly or through Court, can be valid ground for us,..... Branch, Kolkata, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. We,.....Branch, Kolkata, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of .....day of .....20..... and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto.....or any extension thereof made by us,.....Branch,Kolkata, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

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

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

SIGNATURE.....  
NAME.....  
DESIGNATION.....  
(Duly constituted attorney for and on behalf of)  
BANK.....  
BRANCH.....  
KOLKATA.....

(Official seal of the Bank)

ACCEPTANCE OF SINGLE POINT RESPONSIBILITY

Our Firm/LLP/Company accepts that we shall be solely responsible for performance of services as required by the scope of work mentioned in this tender within the stipulated time.

Date:

Authorized Representative Signature:

Place:

Name:

Designation:

Firm/LLP/Company Name:

Seal of Firm/LLP/Company

## LETTER OF ACCEPTANCE

Date:

To,  
 The Financial Adviser & Chief Accounts Officer,  
 Kolkata Port Trust,  
 15, Strand Road,  
 Kolkata 700001.

EOI Ref. No.:-

Sub: Letter of Acceptance for the services to be rendered under Tender for Implementation of GST in Kolkata Port Trust

Dear Sir,

M/s..... (Name of the Successful Tenderer), a company, (give details if not a Company under Company Act, 2013) having its registered and corporate office at (Address of the Successful Tenderer), (hereinafter referred to as "our constituent" which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns) hereby accepts the contract awarded to us by Kolkata Port Trust vide their Work Order No..... dated..... for providing services as detailed in the EOI.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.: (a) All the clauses of the Tender No. \_\_\_\_\_ dated ..... and all its addendums/modifications (b) The Bid form submitted by the tenderer and subsequent amendments, as a result of negotiation with the successful tenderer, made into it, as accepted by KoPT. (c) Work Order no. .... dated .....

The Tender including Commercial Bid submitted by M/s..... (Name of the Successful Tenderer), together with the written acceptance above and Purchase Order issued shall constitute a binding Contract between M/s..... (Name of the Successful Tenderer) and Kolkata Port Trust.

Yours faithfully,

For and on behalf of the M/s..... (Name of the Successful Tenderer),

(Signature)

Designation

(Address of the Successful Tenderer)

## LIST OF DOCUMENTS TO BE ATTACHED

Sl. No.	Documents	Tick
1	Checklist (Annexure 6) duly filled up	
2	Tender fee in the form of DD	
3	Earnest Money in the form of DD as per clause 8.	
4	Letter of Authorisation for attending bid opening.	
5	Annual reports of last three years i.e F.Y. 2015-16 to 2017-18 together with copies of Audited accounts of the Bidder.	
6	Attested copy of the Certificate of Incorporation with the copy of Articles and Memorandum of Association of the limited company or Partnership Deed or LLP Deed as the case may be.	
7	GST Registration certificate (if applicable).	
8	Organizational chart and infrastructural details of the firm.	
9	Bid form.	
10	List of clients as per eligibility conditions along with performance certificates from clients. Copies of documents to be attached.	
11	Documents of proof as required in the Eligibility Criteria for each sub clause (Clause no. 1 of Section III above).	
12	EPF & ESI No & proof of payment for its employees (if applicable).	
13	Photocopy of PAN.	
14	Bank details for e remittance in prescribed format given at Annexure 9 .	
15	General Power of attorney in favour of the signatory in case of Partnership firm/Registered Company/ LLP duly notarised given by at least two partners or by the resolution of the board given by authorized director(s).	
16	Agreement to terms & conditions in the prescribed format at annexure 2.	
17	Letter of Acceptance for single point responsibility in the format prescribed at Annexure 4.	
18	Letter of acceptance of the terms and conditions in the prescribed format at Annexure 5.	

## AGREEMENT FORMAT

**AGREEMENT**

This Agreement made on this .....day of .....Two Thousand fifteen between M/s..... (here in after called as ".contractor....." which expression shall include its successors and assignees) of the **ONE PART** and Kolkata Port Trust (Hereinafter called "KoPT" which expression shall include its successors & assignees) of **OTHER PART**.

Whereas KoPT has accepted the proposal of the bidder for implementation of GST for total charges of Rs:...../- (Rupees .....). And whereas the parties hereto now agreed to enter into this contract for the said job in the manner here in after appearing.

**NOW THIS CONTRACT WITNESS AS FOLLOWS :**

1. That the bidder shall truly & faithfully carry on the said job in proper manner and as per EOI for implementation of GST at KoPT.
2. The Bidder has to deliver the services as defined above within the stipulated time period from the date of letter of award of work otherwise PBG/security deposit will be forfeited and offer will be treated as cancelled.
3. This contract agreement shall be in force from the date of entering in to the contract till successful completion of the project.
4. In the event of the Bidder contractor's business being dissolved/wound up or becoming insolvent or going into liquidation or if the Bidder contractor shall cease to carry on its business or is unable to pay the dues of more than Rs:1,000/- to its creditors and any receiver is appointed and/or any attachment/distress warrant is levied in respect of its any assets/properties or if there is any operational statement, the KoPT shall then or any of such events/happenings entitled to terminate this contract with or without notice and pay its lawful dues up to the date of such termination. The Bidder will have no claim whatsoever against KOPT thereafter. It is without prejudice to KoPT's any other legal remedies for any antecedent breach of the contract.
5. Any time or indulgence granted by KoPT will not be deemed to be a waiver on its part or act as an estoppels preventing/prejudicing KoPT from advancing any claim for damages or otherwise against the Bidder contractor under the law or under this agreement.
6. In the event of any doubts, disputes or difference arisen out of or touching upon this agreement or in connection herewith or for performance of the Bidder contractor's obligation/s or for determination of rights and liabilities of either or both the parties hereto or the interpretation, of any clause, provision or condition of this Agreement (except as to any matters the decision of which is specially provided by those or any special conditions hereunder) during the continuance or expiration of this Agreement, the same shall be referred to the sole arbitration of the Chairman, KOPT, or its nominee. The award of the Arbitration shall be final and binding on both the parties and the Arbitration shall be conducted according to the Arbitration Act 1996 or

any statutory modification or re-enactment thereof.

7. The venue of arbitration shall be Kolkata the place where the contract has been signed or such other place as the Chairman KOPT at his discretion may determine. In this clause the expression "Chairman, KoPT" includes any other officer who is for the time being administrative head of the KoPT whether in addition to other functions or otherwise.
8. Neither KoPT nor the Bidder contractor shall be liable to each other for the delay in or failure of performance of their respective obligations under this agreement caused by occurrences of events beyond the control of the parties known as force majeure including but not limited to fire (including failure or reductions) acts of God, act of public enemy, war, riots, strikes, lock-outs, sabotage, any law status or ordinance order action or regulations of the Governments or any agencies thereof or any other local authority, or any compliance therewith or any other causes, contingencies or circumstances similar to the above. On the happening of the one or any more of the above event, either party shall promptly but not later than twenty days thereafter notify in writing to other of the commencement and cessation of such status/tenure of force majeure condition or the beyond three months then both the parties will discuss to find out a fair and equitable solution to solve the stalemate or for termination of this agreement or otherwise decide the course of action so that KoPT's interest may not suffer adversely.
9. Nothing contained in the last precedent clause shall, however, be deemed to affect the right of KoPT or preclude them for or from termination of this agreement in case no such effective and mutually acceptable solution is found regardless of the fact that KoPT has entered into this agreement and that the obligations of the parties shall be extended for the duration of the period of force majeure or the said contingency by KoPT if and only if the notices as required under clause 8 above are given in time by the party concerned/affected and the contingency is established, if so required by the other party.

IN WITNESS whereof the parties executed this agreement on the day and year first above written.

SIGNED AND DELIVERED FOR AND  
ON BEHALF OF THE ABOVE NAMED  
BIDDER\_\_ contractor \_\_\_\_\_

SIGNED AND DELIVERED FOR AND  
ON BEHALF OF THE ABOVE NAMED  
KoPT.

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

To  
 Financial Adviser & Chief Accounts Officer  
 Kolkata Port Trust  
 15, Strand Road  
 Kolkata – 700001.

Subject : Authorization for attending bid opening on  
 \_\_\_\_\_(date) in the EOI of  
 \_\_\_\_\_.

Following persons are hereby authorized to attend the bid opening for the EOI mentioned above on behalf of \_\_\_\_\_ (Bidder) in order of preference given below.

<u>Order of Preference</u>	<u>Name</u>	<u>Specimen Signatures</u>
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I.

II.

Alternate  
 Representative

Signatures of bidder

Or

Officer authorized to sign the bid  
 Documents on behalf of the bidder.

- Note :
1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
  2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not received.



BANK DETAILS FOR E-REMITTANCE

(TO BE FILLED-UP / SUBMITTED BY THE VENDOR ON ITS LETTER HEAD)

Name:

FULL Address:

Name of the Bank:

Bank Account Number (in which the Bidder wants remittance against invoices):

Type of Account (Current/Savings):

Name of the Branch:

Address of the Bank Branch:

Bank Code (IFSC/RTGS/NEFT)

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Signature of Vendor with Official Seal

**PART B – PRICE BID  
(To be submitted on-line by the bidder )**

SUB: APPOINTMENT OF CONSULTANT FOR IMPLEMENTATION OF GST IN KOLKATA PORT TRUST (KoPT)

Please quote the following on-line only:

Total lump sum amount per month quoted for fulfilling the Scope of the Work as per Tender Conditions : INR...../-

Note:

1. **This form is NOT to be filled up and uploaded along with other documents. The price bid should be filled up on-line only.**
2. 80% of the total monthly quote amount will be paid after completion of work for each month. 10% will be released after filing of the annual return for the relevant financial year in which the month falls. And balance 10% will be released after submission of Audit Report along with other deliverables as required under GST Laws for the relevant financial year in which the month falls.
3. The above fee is inclusive of all charges including out-of-pocket expenses etc. and all applicable taxes except GST which will be paid extra. No out-of-pocket expenses shall be paid separately. However, any tax included in the fees shall have to be disclosed.
4. TDS as applicable shall be deducted and certificate as required by the Income-tax Act 1961 shall be issued.
5. TDS under GST shall be deducted and certificate as required under the GST regulations shall be issued.
6. The above quoted lump-sum fees are fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement.
7. The above quoted lump-sum fee is all inclusive, no separate payment shall be made for TA/DA, boarding, lodging, etc. However, the transport between Kolkata and Haldia shall be arranged by KoPT for the consultant's personnel for visiting Haldia at KoPT's cost. In addition to the same, free boarding and lodging shall also be provided in the KoPT's Guest House at Haldia.

(Signature of Authorised Signatory)

Name.....

Official Seal