

GLOBAL TENDER

TENDER DOCUMENT

FOR

MAINTENANCE DREDGING IN HOOGHLY ESTUARY
IN THE SHIPPING CHANNEL
OF KOLKATA PORT

Tender Ref. No. KoPT/MRN/SDDS/GBL/MDRG/HAL/III of July 2016
E-Tender/Event No.: KoPT/Haldia Dock Complex/MO Div/10/16-17/ET/133

PART-1

(TECHNICAL & COMMERCIAL BID)

Kolkata Port Trust
15, Strand Road
Kolkata-700001

NOTICE INVITING E-TENDER

Tender Ref. No : <i>KoPT/MRN/SDDS/GBL/MDRG/HAL/III of July 2016</i>	Dated: July 2016
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Kolkata Port Trust (KoPT) intend to engage a Contractor for carrying out maintenance dredging in the Hooghly Estuary primarily in the shipping channel leading to Haldia Dock Complex for a period of five years.

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

SCHEDULE OF TENDER (SOT)

A. Name of work	Maintenance dredging in the shipping channel leading to Haldia Dock Complex in the Hooghly Estuary for a period of five years.
B. E-Tender/Event No.	<u>KoPT/Haldia Dock Complex/MO Div/10/16-17/ET/133</u>
C. Estimated cost	Rs.105000 Lakh
D. Period of Contract	Five years.
E. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/ of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Kolkata Port Trust.
F. Reference tender No.	<i>KoPT/MRN/SDDS/GBL/MDRG/HAL/III of July 2016</i>

G. Date of NIT available to parties to download.	18.07.2016
H. Off line Pre-Bid Meeting date and time	At 1130 hours on 29.07.2016 at KoPT Head Office, 15, Strand Road, Kolkata - 700001.
I. i) Earnest Money Deposit.	<p>The bidders shall be required to deposit INR 1060 Lakh as 'Earnest Money Deposit' (EMD) payable to 'Kolkata Port Trust, Haldia Dock Complex', an amount of INR 10.0 Lakh (Rupees ten lakh) shall be paid by RTGS/NEFT and the balance amount may be submitted in the form of a Bank Guarantee issued by any Indian nationalized / scheduled bank, having branch at Kolkata /Haldia, In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata /Haldia Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court. Specimen EMD format is enclosed at Annexure-V. The Bank Guarantee shall remain valid for a period of 6 months from the scheduled date of opening of Part-I of the bid with a further claim period of one month. The Bank Guarantee in original must physically reach the office of the Engineer of the contract before the opening of the techno-commercial bid.</p> <p>A detail of the bank account is appended hereunder.</p> <p>a) Name of Bank & Branch: United Bank of India, Haldia Dock Complex Branch. b) Account No.: 1604050000310 c) IFS Code: UTBI0HDCF75.</p> <p>Concerned venders / contractors must ensure that the remitting bank positively enters their name and Tender no. in the 'Sender to Receiver'</p>

	<p>column at the time of making payment of earnest money by RTGS / NEFT. Details of Earnest Money remitted should be entered by the participating vendor / contractor in the space provided in the e-tender as indicated hereunder:</p> <p>a. Name of remitting vendor / contractor:</p> <p>b. Tender No:</p> <p>c. Amount remitted:</p> <p>d. Date of remittance:</p> <p>e. U.T.R No.</p>
ii) Bid Document fee.	<p>The intending bidders also should submit the tender cost of INR 20,000/- (Rupees Twenty Thousand only to Haldia Dock Complex separately by RTGS / NEFT along with their offer directly into the designated bank account of Kolkata Port Trust, Haldia Dock Complex.</p> <p>A detail of the bank account is appended hereunder:</p> <p>a) Name of Bank & Branch: United Bank of India, Haldia, Dock Complex Branch.</p> <p>b) Account No.: 1604050000310</p> <p>c) IFS Code: UTBI0HDCF75.</p> <p>Concerned vendors / contractors must ensure that the remitting bank positively enters their name and Tender no. in the 'Sender to Receiver' column at the time of making payment of Bid document fee by RTGS / NEFT. Details of Bid document fee remitted should be entered by the participating vendor / contractor in the space provided in the e-tender as indicated hereunder.</p> <p>a. Name of remitting vendor / contractor:</p> <p>b. Tender No:</p> <p>c. Amount remitted:</p> <p>d. Date of remitted:</p> <p>e. U.T.R No.</p>

iii) Transaction Fee	Rs.17250 (including Service Tax & other charges @ 15% on Service Charge) Payment of Transaction fee by NEFT/RTGS in favour of MSTC LIMITED.
J. a) Last date of submission of EMD & Bid Document Fee to KoPT.	Up to 13:00 hrs on 23.08.2016
b) Last date of submission Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata	Three working days before the last date of closing of online bidding for the e-tender.
K. Date of starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/	13.08.2016 at 1100 hrs.
L. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	Up to 1400 hours on 23.08.2016 The last date of submission of tender will not be extended under any circumstance.
M. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) date of opening of Part II i.e. price bid shall be informed separately.	23.08.2016 after 1500 hours.

Important instructions of E-tendering

This is an e-procurement event of Kolkata Port Trust, the e-tender service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700020.

You are requested to read the terms and conditions of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the tender for opening of price bid.

1	<p>Process of E-tender:</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his / their bids electronically; Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p>
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	<p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ONLINE AT www.mstcecommerce.com/eprochome/</p> <ol style="list-style-type: none"> Vendors are required to register themselves online with www.mstcecommerce.com e-Procurement - PSU / Govt Depts. - Register as Vendor Filling up details and creating own user ID and password - submit. Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. <p>In case of any clarification, please contact KoPT/MSTC, (at least one working day before the scheduled time of the e-tender).</p> <p>Contact person (KoPT):</p> <ol style="list-style-type: none"> Dealing Officer's name: Capt. G. Roy Designation: Superintendent, Dredger & Despatch Service. Phone No.: 9836298700 e-mail: sdds@kopt.in <p>Contact person (MSTC Ltd):</p> <table border="0"> <tr> <td>1. Mr. Arindam Bhattacharjee Deputy Manager (E-commerce) Mobile No. 09330102643 Email-arindam@mstcindia.co.in</td> <td>2) Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Email:smukherjee@mstcindia.co.in Mobile No. 07278030407</td> </tr> </table> <p style="text-align: center;">Landline: 03322901004</p> <p>B) System Requirement:</p> <ol style="list-style-type: none"> Windows 98 / XP-SP3 & above /Windows 7 Operating System / Windows 8 / updated version. IE-7 and above internet browser. Signing type digital signature JRE 7 update 9 and above software to be downloaded and installed in the system. <p>To enable All active X controls and disable 'use pop up blocker' under Tools - Internet Options - custom level.</p>	1. Mr. Arindam Bhattacharjee Deputy Manager (E-commerce) Mobile No. 09330102643 Email-arindam@mstcindia.co.in	2) Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Email:smukherjee@mstcindia.co.in Mobile No. 07278030407
1. Mr. Arindam Bhattacharjee Deputy Manager (E-commerce) Mobile No. 09330102643 Email-arindam@mstcindia.co.in	2) Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Email:smukherjee@mstcindia.co.in Mobile No. 07278030407		
2.	<p>A) Part-I (Techno-Commercial Bid) will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>B) Part- II (Price Bid) will be opened electronically of only those bidder(s) whose Part-I (Techno - Commercial Bid) is found to be Techno - Commercially acceptable by KoPT. Such bidder(s) will be intimated date of opening of Part- II (Price Bid), through valid email confirmed by them.</p>		
3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.		
4	Special Note towards Transaction fee:		

	<p>Payment of Transaction fee by RTGS in favour of MSTC Limited. The Bank details, format etc. for sending Transaction fee by RTGS to MSTC is detailed below:</p> <p>Bank Details : Axis Bank, Shakespeare Sarani Branch Account details : Axis Bank A/c. No. 005010200057840 IFSC Code No. : UTIB00000005.</p> <p>"The vendors shall enter the transaction fee details by using the "Transaction Fee Entry" Link under "My Menu" in the vendor login. The vendors have to select the particular tender in which they want to participate against the transaction fee by clicking on the tick box at the right and then clicking on the "Submit" Button at the bottom of the page. Then the page appears where the vendors are required to fill up the transaction details, namely the UTR No. Date of Transaction, and the Remitting Bank in the given fields and then click on the "Confirm Button".</p> <p>NOTE: The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Contact Details: Fax No. 033 - 22831002 Email ids: sanjibpoddar@mstcindia.co.in, arindam@mstcindia.co.in, rpradhan@mstcindia.co.in, smukherjee@mstcindia.co.in.</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only, transaction fee deposited from or by debiting any other party's account will not be accepted. Transaction fee is non-refundable.</p> <p>In case of failure to access the payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5	<p>In case of failure to access the payment towards cost of tender document & EMD for any reason, the vender, in term will not have the access to on line e-tender and no correspondence in this respect will be entertained and KoPT will not be responsible for any such lapses on this account.</p> <p>Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular tender. For further assistance please follow instructions of vendor guide.</p>
6	<p>All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalisation of tender by KoPT. Hence the bidders are required to ensure that their corporate email ID provided is valid and updated at the stage of registration of vendor with MSTC (I.E. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>

7	<p>i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.</p> <p>ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer(s) who have downloaded the documents from website. Please see website www.mstcecommerce.com/eprochome/ of MSTC Ltd.</p>
8	E-tender cannot be accessed after the due date and time mentioned in NIT.
9	<p>Bidding in e-tender.</p> <ol style="list-style-type: none"> Bidder(s) need to submit necessary EMD, tender fees (Cost of Tender Document) and Transaction Fees to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by KoPT. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid. The bidder(s) who have submitted the above fees can only submit their Techno-Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com - e - procurement - PSU / Govt Depts. - Login - My menu - Auction Floor Manager - live event - Selection of the live event - Techno Commercial bid. The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno - Commercial bid. If this application is not run then the bidder will not be able to save / submit his bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid and price bid has been saved, the bidder can click on the "Submit" button to register their bid. <p>NOTE: The Techno-Commercial Bid and price bid cannot be raised once the submit button has been clicked by the bidder.</p> <ol style="list-style-type: none"> In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else. The e-tender floor shall remain open from the pre-announced date and time and for as much duration as mentioned above. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter SUPPLIER / CONTRACTOR. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. KoPT reserves the right to cancel or reject or accept or withdraw or extend

	<p>the tender in full or part as the case may be without assigning any reason thereof.</p> <p>g. 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 and conditions for the tender.</p> <p>h. 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.</p>
10	Any order resulting from this open e-tender shall be governed by the terms and conditions for the tender.
11	No deviation to the technical and commercial terms & conditions are allowed.
12	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
13	KoPT has the right to cancel this e-tender without assigning any reasons thereof.
14	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/mstc of MSTC Ltd.
15	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
16	The bid will be evaluated based on the filled-in technical & commercial formats.
17	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.
18	Necessary addendum / corrigendum (if any) of tender would only be hosted in the e-tendering portal of M.S.T.C.
19	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.
20	If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.
21	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) certificate has to be submitted along with the bid.
22	Due date of submission of Tender will not be extended under any situation.

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1.0 TENDER NOTICE

Tender No : KoPT/MRN/SDDS/GBL/MDRG/HAL/III of July 2016	Dated: July 2016
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Kolkata Port Trust (KoPT) intends to engage a Contractor for carrying out maintenance dredging in Hooghly Estuary primarily in the shipping channel leading to Haldia Dock Complex for a period of five years.

ESTIMATED VALUE OF THE TENDER IS INDIAN RUPEES (INR) 1050.00 CRORE FOR FIVE YEARS.

PERIOD OF CONTRACT: FIVE YEARS.

PQ criteria have been fixed on one year's estimated value of work of Rs.210 CRORE.

2.0 PRE-QUALIFICATION CRITERIA

The intending Bidders which include the company, firm, consortium, group of companies and joint venture or any of their partners or members jointly or severally will be pre-qualified in terms of the Pre-qualification criteria indicated herein below as well as set out in the bid document.

The pre-qualification criteria shall be as follows:

- i) Experience of having successfully completed similar works during the last 7 years ending **30th June 2016**, should be either of the following:-
 - a. Three similar completed works, each work costing not less than the amount equal to **INR 63.0 Crore** or equivalent.

OR
 - b. Two similar completed works, each work costing not less than the amount equal to **INR 84.0 Crore** or equivalent.

OR
 - c. One similar completed work, work costing not less than the amount equal to **INR 126.0 Crore** or equivalent.
 - d. The average annual financial turnover of the firm during the last 3 years ending March, 2015 should be at least **INR 63.0 Crore**.
- ii. **Similar work** shall mean experience of carrying out capital and or maintenance dredging works.

Note: Work experience as a sub-contractor shall be considered as the requisite qualification only if same was awarded in consonance with the Principal Employer.

- iii. **Price preference shall be given to Indian Dredging Companies as per guidelines of Govt. of India. Details are at Clause 53.0**
- iv. Claims for fulfilling the above criteria must be adequately supported by appropriate documents like work order, performance certificate from Clients, Company's Annual Reports, Audited Balance Sheet and Profit and loss account for last 3 Years (i.e. 2012-13, 2013-14, 2014-15).

3.0 TENDER AUTHORITY:

General Manager, Marine

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

Phone: 033-2230-3451-Extn: 375, Telefax:-033-2231-0105

Fax No: 033-2230-4901

E-mail: snchaubey@gmail.com

Web-site: www.kolkataporttrust.gov.in.

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

4.0 OTHER INSTRUCTIONS

- 4.1 Tender with supporting documents shall be submitted online.
- 4.2 Tender should be submitted within the specified date and time as specified in the tender. Kolkata Port Trust will not be responsible in any way for Postal delay.
- 4.3 Mere issuance / downloading of Tender Document shall not mean that a particular Bidder will be automatically considered qualified and their bid will be entertained. Such qualifications will be reviewed at the time of evaluation of bids.
- 4.4 Tender Document (Non-transferable) will be available from the office of the General Manager, Marine, 15, Strand Road, Kolkata-700 001. 'Tender document may be downloaded from www.mstcecommerce.com/eprochome'. Parties downloading the tender document from websites should ensure submission of the Receipt from Treasurer, KoPT for an amount of Rs.20,000/-, being the cost of Tender document, failing which the tender will not be considered.
- 4.5 Tenders shall be submitted on line up and **Part -I** of Bid i.e. Techno-Commercial Bid will

be opened as scheduled in presence of the authorized representatives of bidders who intend to be present. The last date of submission of the tender will not be extended under any situation. **Part -II**, i.e Price Bid of only those Bidders who have qualified techno-commercially, shall be opened at a later date under intimation to all concerned.

4.6 Kolkata Port Trust reserve the right to reject all the tenders or to accept any tender in whole or in part without assigning any reason whatsoever.

4.7 Further amendments, if any, would also appear in the same websites.

5.0 Security Clearance.

Prequalification of bidders is subject to security clearance from Govt. of India and the price bids will be opened only on obtaining such security clearance. The bidder shall submit detailed information as per **attachment-Y** along with the tender for the purpose of obtaining security clearance from the Govt. of India.

The successful bidder shall also be required to comply with relevant directives of the Government of India in this respect.

The bid received from any bidder may be summarily rejected on National Security consideration without any intimation thereof to the bidder.

6.0 MODE OF SUBMISSION OF BID

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

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

- a. Brief particulars of the Firm.
- b. Details of Similar Works previously carried out by the firm with value of each work from the clients.
- c. Performance Certificate of previous works carried out from the clients.
- d. Photocopy of the Treasury Receipt (TR) of the EMD or Original Bank Draft / Bankers Cheque payable to 'Kolkata Port Trust'.
- e. A detailed deployment planning for the Tendered 'Scope of Work'.
- f. A separate letter addressing to General Manager, Marine, confirming that the bidder has accepted all terms and conditions laid down in the Bid document should be enclosed.
- g. Details of Supervision and Liaison set up planned to be used for supervision and co-ordination of the work.
- h. Signed blank copy of Price Bid format.

- i. Form of Tender duly filled in bidder's Letter Head. However, the space for "The Total Amount of Tender Rs....." must be kept blank.
- j. Letter of authority, if any.
- k. A declaration that the firms / group of companies / consortium have not been debarred / de-listed by any Govt. / Quasi-Govt. / Public Sector Undertakings.
- l. 'Integrity Pact' duly executed as per **Annexure-VI**.
- m. Detailed information as per **attachment-Y** for obtaining security clearance
- n. Authentic documents related to registration under Service Tax Authority and ESI Authority as applicable.
- o. VAT Clearance certificate / VAT Registration Certificate as applicable.
- p. Copy of the Current Trade License as applicable.
- q. Copy of Provident Fund Registration Certificate as applicable.
- r. A declaration from the bidder that he or she will not be associated with any other bidding firms or company.
- s. In case a bidder is not covered under ESI Act or exempted, necessary documents along with an affidavit affirmed before 1st class Judicial Magistrate to that effect are to be submitted.
- t. Power of attorney in original in connection with signing the tender document.
- u. Copy of the Memorandum & Article of Association in case of Limited Company.
- v. Copy of the Partnership Deed in case of Partnership Firm.

6.3 Part-II (Price Bid) shall be submitted as per the enclosed format without any condition or deviation.

7.0 INSTRUCTIONSTO BIDDERS

- 7.1 Bidders are advised to submit quotation based upon Technical specification, terms and conditions, Scope of Work contained in the Bid documents and General Conditions of Contract and not to stipulate any deviation. Should it, however, become unavoidable, deviations should be suggested during pre-bid meeting. KoPT reserves the right to accept or reject the suggested deviations. No deviation from the laid down conditions of the Bid document is firm unless it is notified by KoPT.
- 7.2 The Bid Document downloaded to the Bidder is not transferable. A firm shall submit only one bid in the same bidding process, either individually as a bidder or as a partner in a joint venture. No firm can be a sub-Contractor while submitting a bid individually or as a partner in a joint venture in the same bidding process. A bidder who submits or participates in more than one bid will cause all their bids in which the bidder has participated to be disqualified.
- 7.3 Indian agent on behalf of the Principal or Principal itself can bid but both cannot bid simultaneously for the tender.
- 7.4 If an agent submits bid on behalf of the Principal, the same agent shall not submit bid on behalf of another principal.
- 7.5 Bid Document shall remain as the property of Kolkata Port Trust.

- 7.6 KOLKATA PORT TRUST will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.
- 7.7 The work is to be done as described in Bid-document. The Bidders who needs clarifications on any specific issue shall inform the Engineer in writing well in advance of the date of pre-bid discussion at the address given in the next clause.
- 7.8 If the bidders find any discrepancy or omission in the Bid Document or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer, who may send a written explanation to the queries. No oral interpretations shall be made by any Bidder as to the meaning, if any, of the provisions of the Bid documents. Every request for an interpretation shall be in writing, addressed and forwarded to the Engineer at the following address:
- General Manager, Marine
Kolkata Port Trust,
15, Strand Road,
Kolkata-700 001.
- 7.9 The bidders may please note that Kolkata Port Trust will not entertain any correspondence or queries on the status of the offers received against this Bid.
- 7.10 Bidders are also requested not to depute any of their personnel or agents to visit Kolkata Port Trust's Offices for making such inquiries. Should Kolkata Port Trust find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by Kolkata Port Trust.
- 7.11 Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder. Kolkata Port Trust may reject, accept or prefer any bid without assigning any reason whatsoever.
- 7.12 Faxed / e-mail offer / physical delivery will not be considered. Bidders should prepare their Bid themselves. Bids prepared by agents will not be recognized. KoPT will not be liable for any financial obligation in connection with any work until such time KoPT communicates to the successful bidder in writing his decision to entrust the work (covered by the Bid document).
- 7.13 In case of unscheduled Holiday / Bandh on the date of pre-bid meeting / opening of tenders, the same will be opened on the next working day at the scheduled time. The Bidders will also be allowed to submit on-line their tenders till 1400 hours on such extended day of opening.
- 7.14 The General Conditions of Contract (GCC) of Kolkata Port shall be applicable wherever relevant. The GCC may be downloaded from KoPT website, 'Home page - Rules and Regulations- Non-service Regulations.'

8.0 EARNEST MONEY DEPOSIT

- 8.1 The bidders shall be required to deposit INR **1060 Lakh** as 'Earnest Money Deposit' (EMD) payable to 'Kolkata Port Trust' by RTGS /NEFT. Alternatively, an amount of INR 10.0 Lakh (Rupees ten lakh) shall be paid by RTGS /NEFT and the balance amount may be submitted in the form of a Bank Guarantee issued by any Indian nationalized / scheduled bank, having branch at Kolkata / Haldia, In the event of issuing Bank Guarantee by any branch outside Kolkata/Haldia, any Kolkata /Haldia Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court. Specimen EMD format is enclosed at **Annexure-V**. The Bank Guarantee shall remain valid for a period of 6 months from the scheduled date of opening of Part-I of the bid with a further claim period of one month.
- 8.2 Earnest Money of unsuccessful bidders will be refunded within 2 months of opening the Price bid or on finalization / acceptance of tender, whichever is earlier. If Price bid is opened before expiry of validity of Earnest Money Instrument, the same will be refunded to bidders other than the L-I bidder. EMD of L-I bidder will only be encashed. If Price bid cannot be opened for any reason before expiry date of Earnest Money Instrument, the bidder would be requested to extend the validity of the EMD Instrument within the validity period of the offer, failing which the EMD instrument would be encashed. Tender submitted without EMD shall not be considered.
- 8.3 After conclusion of tender process, EMD of successful bidder will be returned without interest after submission of Security Deposit. However, the contractor may be allowed to convert the EMD as a part of Security Deposit. In case the successful bidder fails to accept the contract or fails to submit the Security Deposit, the EMD will be liable for forfeiture.

9.0 SECURITY DEPOSIT

- 9.1 Successful bidder will submit Security Deposit for a sum equivalent to 10% of the total evaluated **annual** value as per price bid of the tender, as accepted by KoPT, in Demand Draft or in the form of Bank Guarantee as per the enclosed format at Annexure-II in favour of 'Kolkata Port Trust' from a National/Scheduled Indian Bank with branch at Kolkata / Haldia. In the event of Bank Guarantee is issued by any branch outside Kolkata / Haldia, any Kolkata / Haldia Branch of such Bank shall counter guarantee the same and stand by for all commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court. In case of Bank Guarantee, the same shall remain valid for 3 months after the final expiry of the contract. The Security Deposit will be released within 60 days after successful completion of the contract period.

- 9.2 KoPT shall encash the Bank Guarantee in the event the Contractor fails to supply the dredgers and commence operation immediately after expiry of mobilization period at the order of Engineer or his authorized representative or when any amount is to be recovered from the Contractor as penalty or deduction and the contractor fails to remit such amount within 30 days after due notice given to him in this regard.
- 9.3 The General Manager, Marine shall have the right to ask for the extension of the above Bank Guarantee till such time the Contractual obligations are fulfilled and the Contractor will be duty bound to extend the same.
- 9.4 After the issuance of 'Letter of Intent', Security Deposit will have to be submitted within **15** working days. Work order will be issued immediately after receipt of Security Deposit. The contractor shall commence the work within the prescribed mobilization period after issuance of 'Letter of Intent'.

10.0 INSTRUCTION FOR FILLING THE BIDS

- 10.1 The bids can only be submitted in the name of the bidder in whose name the bid documents were issued by Kolkata Port Trust.
- 10.2 The Bid and any annotations or accompanying documentation shall be in English language only and in metric system.
- 10.3 Bidders shall sign their proposal and all attached documents with the exact name of the firm to whom the bid document has been issued. The bid shall be duly signed and sealed by an authorized executive officer of the bidder's organization.
- 10.4 Each page of the submitted 'Bid document including General Conditions of Contract & amendments if any' shall be signed by a duly authorised officer and in case of a Corporation same shall be sealed with the corporate seal or otherwise appropriately executed under seal .
- 10.5 Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. Kolkata Port Trust may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 10.6 The bid document shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be complete and free from ambiguity, change or inter lineation.
- 10.7 Bidders should indicate at the time of quoting against this bid their full postal and E-mail address& fax number (s).

- 10.8 Bidders shall set their quotations in firm figure and without any qualifications. Each figure stated should also be repeated in words and in the event of any discrepancy between the amounts stated in figure and words, the amount quoted in words shall be deemed to be the correct amount.
- 10.9 Price Bids, containing any sort of qualifying expressions will be rejected.
- 10.10 Bidders shall submit along with their offer the Earnest Money as per **Clause - 8.0**. The Earnest Money shall specially bind to keep his offer valid for acceptance up to 180 days from the date of opening of Part-I (Techno Commercial Part) and to abide by all the conditions of Kolkata Port Trusts' Bid Document.
- 10.11 Changes to terms and conditions as enumerated in the bid document will not be valid if not notified by Kolkata Port Trust in writing to the bidder. In the event of Kolkata Port Trust intend to or awards the work against the said bid to the said bidder and the bidder fails to submit Security Deposit in stipulated time, the Earnest Money will be forfeited.
- 10.12 Kolkata Port Trust reserves the right to ask any one of the bidders, who have submitted their price quotations to submit a break-up of the submitted prices with adequate justification to establish for each such component. Bidders to confirm in writing in the form of Tender that should Kolkata Port Trust deem it necessary to ask for such a break up of quoted price, they will be duty bound to do so as requested by KoPT, they shall be further duty bound to provide justification to the same, failing which or if their justification of prices are found unacceptable to KoPT, their Tender may be cancelled by Kolkata Port Trust.
- 10.13 General Manager, Marine or his representative may convene meeting with the bidder with Seven days prior notice which the bidders will have to attend, failing which decisions of the General Manager, Marine taken unilaterally will be final and binding on the bidder.
- 10.14 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. The person or persons signing the bid shall initial all pages of the bid where entries or amendments have been made.
- 10.15 The bid shall contain no alterations, omissions, or additions, unless such corrections are initialled by the person or persons signing the bid.
- 10.16 Kolkata Port Trust reserve the right to accept or reject the bids in part or as a whole and do not bind themselves to accept the lowest or any bid or to assign any reason thereof and no damage claim whatsoever will be payable by Kolkata Port Trust. Downloading of tender documents to any bidder or opening of commercial bid of any bidder shall not construe that such bidder is considered automatically qualified.

11.0 JOINT VENTURES/CONSORTIUM AND OTHER FORMS OF ASSOCIATION

In case the tender is submitted in joint venture/consortium, the Bidder shall submit the following confirmation along with their offer submitted for this tender.

- i) All joint venture agreements/ consortium agreements, technical collaboration agreement shall ensure that all parties of the joint venture/consortium are individually and jointly responsible for the tender conditions and such agreements are legally valid.
- ii) Joint venture/consortium should be in the nature of legally acceptable agreements and such agreements should be notarized.
- iii) Such joint venture/consortium agreement should contain explicitly the scope and responsibilities of all the partners in the joint venture/consortium in terms of financial and technical commitments/contribution. The JV/consortium should be equally, severally and jointly responsible.
- iv) One of the members of the consortium shall be authorized as being in-charge (lead member), and this authorization shall be evidenced by a power of attorney duly signed by the authorized signatories of the consortium Members as per the format enclosed in the tender document as (Annexure-IV).
- v) The validity of the joint venture/consortium agreement entered upon on the award of Letter of Acceptance (LOA) by the port should continue for entire period of contract as specified in the tender. All such agreements shall be irrevocable for the above periods.
- vi) Firms with at least 26% equity holding each shall be allowed to jointly meet the eligibility criteria.
- vii) Where the bidder is a consortium the average annual financial turnover of the individual members forming the consortium shall be submitted.
- viii) The purchaser of the tender document must be a member of the consortium submitting the tender.
- ix) It is clarified that an unsuccessful bidder or JV/Consortium shall not be permitted to join a successful JV/Consortium whose bid is accepted at a later date.
- x) In case of a Consortium, the combined Technical and Financial Capability of those members who have and shall have an equity share of at least 26%

(twenty six per cent) each in the Special Purpose Vehicle (or SPV) as explained in this tender document, should satisfy the above conditions of eligibility, provided that each such member shall, for a period of 2 (two) years from the date of commercial operation of the contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPV.

11.1 FURTHER CONDITIONS FOR JV/CONSORTIUM:

Intending tenderer(s), as Consortium, is eligible to participate in the tender. The term 'Tenderer' used in this document would apply to either a Single Entity or a group of entities, i.e. a Consortium. Further, the Tenderer may be a natural person, private entity, government owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in this tender document.

(a). The Tenderer shall not have a conflict of interest that affects the Tendering Process. Any Tenderer found to have a **Conflict of Interest** shall be disqualified. A Tenderer shall be deemed to have a **Conflict of Interest** affecting the Tendering Process, if:

(i) The Tenderer, its Member or Associate (or any constituent thereof) and any other Tenderer, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Tenderer, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Tenderer, its Member or Associate, as the case may be) in the other Tenderer, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956, or any of its subsequent amendment. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

(aa) Where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

(bb) Subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis ; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb). (i) if the shareholding of such person

in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; **OR**

(ii) A constituent of such Tenderer is also a constituent of another Tenderer; **OR**

(iii) Such Tenderer, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Tenderer, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Tenderer, its Member or any Associate thereof; **OR**

(iv) Such Tenderer has the same legal representative for purposes of this Tender as any other Tenderer; **OR**

(v) Such Tenderer, or any Associate thereof has a relationship with another Tenderer, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Tender of either or each other.

(b). A Tenderer shall be liable for disqualification if any legal, financial or technical adviser of KoPT in relation to the Tender is engaged by the Tenderer, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Tender. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Tenderer, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this Tender. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the contract.

Explanation: In case a Tenderer is a Consortium, then the term Tenderer, as used above, shall include each Member of such Consortium.

Note:

Notwithstanding anything to the contrary contained in this tender document, in the event of any member of any Consortium suffering from a Conflict of Interest, the offer of such consortium shall be treated as disqualified. However, in the event of similar situation arising / detected after placement of LOI, the same shall have to be addressed and resolved by the Consortium, failing which the contract, if entered into, shall be terminated.

In this regard, it must be borne in mind that suppression of such Conflict of Interest, if detected later, shall not absolve the Consortium of its responsibility and appropriate action shall be initiated in terms of the provision of the tender.

The Tenderer(s) shall have valid documents as listed in various clauses of this tender document including those given at Clause 6.0 and submit the same in the manner as stipulated.

11.2 Technical & Financial Capability.

The tenderer (whether a single entity or a consortium) must satisfy pre-qualification criteria as stipulated at Clause-2.0

11.3 Assessment of eligibility:

11.3.1 In case of a Consortium, the combined Technical and Financial Capability of those members who have and shall have an equity share of at least 26% (twenty six per cent) each in the Special Purpose Vehicle (or SPV) as explained in this tender document, should satisfy the above conditions of eligibility, provided that each such member shall, for a period of 2 (two) years from the date of commercial operation of the contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPV.

11.3.2 The entity claiming the capability should have held, in the company owning the eligibility, a minimum of 26% equity during the entire period for which the eligible experience is being claimed.

11.3.3 Experience of any activity relating to an eligible activity shall not be claimed by more than one member of a consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.

11.3.4 The Tenderer shall submit a Power of Attorney as per format given at **Appendix -2**, authorizing the signatory of the Tenderer to submit the tender.

11.3.5 Where the 'Successful Tenderer' is a 'Consortium', it shall be required to form an appropriate 'Special Purpose Vehicle' or SPV, incorporated under the Indian Companies Act 1956, to execute the Contract Agreement and execute the contract. It shall, in addition to forming the SPV, comply with the following additional requirements:

- a. Members of the Consortium shall nominate one member as the 'Lead Member' who shall have an equity share holding of at least 26% of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at **Appendix -3**, signed by all the other members of the Consortium;
- b. The Tender shall contain the information required for each member of the Consortium as per **Appendix-4**.
- c. The Tenderer shall include a brief description of the roles and responsibilities of individual members of the consortium, particularly with reference to technical and financial obligations, as per **Appendices-5 & 6**.

- d. An individual (single entity) Tenderer participating in the instant tender shall not be a member of any other Consortium participating in the instant tender; further, a member of a particular Consortium shall neither submit any tender individually nor shall be a member of any other Consortium participating in the instant tender;
- e. Members of the Consortium shall enter into a binding Joint Bidding Agreement (JBA) (substantiated in the form specified at **Appendix-7**, for the purpose of submitting Tender. The JBA, to be submitted along with the Tender, shall, inter alia:
 - (i) Convey the intent to form an SPV with shareholding / ownership equity commitment(s) in accordance with this tender, which would enter into the Contract Agreement and subsequently perform all the obligations of KoPT in terms of the said agreement, in case the Contract is awarded to the Consortium;
 - (ii) Clearly outline the proposed roles and responsibilities, if any, of each member; Commit the minimum equity stake to be held by each member;
 - (iii) Commit the minimum equity stake to be held by each member;
 - (iv) Commit that each of the members, whose experience will be evaluated for the purposes of this Tender, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 2 (two) years from the date of commencement of dredging operation under the contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV;
 - (v) Members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the completion of two years from the date of commencement of the contract and
 - (vi) Include a statement to the effect that all members of the Consortium shall be liable and responsible jointly and severally for all obligations of KoPT in relation to the contract throughout the contract period.
- f. Except as provided under the Tender Document, including its Addendum, if any, there shall not be any amendment to the said JBA without the prior written consent of KoPT.

11.3.6 The Single Entity participating in the tender or all the members of the Consortium participating in the tender must not have been debarred by the Central / State Government or any Entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind. An undertaking in this regard shall be given by the Tenderer in the Covering Letter as per **Appendix-8**.

11.3.7 A Tenderer including any Consortium Member or Associate shall, in the last 3 (three) years ending on the day preceding to the day of issue of the tender, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Tenderer, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Tenderer, Consortium Member or Associate as per **Appendix-8**.

11.3.8 In computing the Technical Capability and Financial Capacity of the Tenderer / Consortium Members, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.

Note:

For purposes of this Tender, 'Associate' means, in relation to the Tenderer/Consortium Member, a person who controls, is controlled by, or is under the common control with such Tenderer/Consortium Member. As used in this definition, the expression 'control' means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

11.4 Change in composition of the Consortium

11.4.1 Change in the composition of a Consortium shall not be permitted by KoPT either during the 'Techno-commercial Evaluation Stage' [i.e., from the 'date of issuance of Tender.' up to the 'date of notification of the techno-commercially valid tenders'] or during the 'Price-Evaluation Stage' [i.e., from the 'date of notification of the techno-commercially valid tenders' up to the 'date of placement of Letter of Intent (LOI)]. The same may be permitted only after placement of LoI where:

- a. The reason for such change with proof, if applicable, shall be submitted along with the application. Request for change without any valid reason will not be entertained by KoPT.
- b. The Lead Member continues to be the Lead Member of the Consortium;
- c. (i). In case of substitution, the substitute is at least equal, in terms of Technical & Financial Capability, to the Consortium Member who is sought to be substituted. In this regard, documents shall have to be furnished to establish that the proposed member is in possession of experience and having financial health at least equal to that of the substituted member during the period as stipulated in the pre-qualification criteria of the tender. (ii). In case of removal of any member without substitution, the remaining member(s) shall fulfill the pre-qualification criteria of the tender. (iii). In case of induction of any additional member(s), documents shall have to be furnished to establish experience and financial health of the proposed additional member.

- d. The new Member(s) expressly adopt(s) the Tender already made on behalf of the Consortium as if it/they were a party to it originally, and is/are neither a Tenderer/Member/Associate of any other Consortium participating in this tender nor a single entity having participated in this tender.

11.4.2 Approval for change in the composition of a Consortium shall be at the sole discretion of KoPT and must be approved by KoPT in writing. KoPT reserves the right to reject any tender if:

- a. At any time, a material misrepresentation is made or uncovered, **OR**
- b. The Tenderer does not provide, within the time specified by KoPT, the supplemental information sought by KoPT for evaluation of the Tenderer.

Note: If the Tenderer is a Consortium, then the entire Consortium may be disqualified / rejected. If such disqualification / rejection occurs after the tenders have been opened and the Lowest Tenderer gets disqualified / rejected, then the Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of KoPT, including annulment of the Tendering Process.

11.4.3 If any Tenderer, after downloading the tender document, makes any modification / alteration in the Tender Document, the tender submitted by the said Tenderer will be rejected outright.

12.0 INSTRUCTION FOR FILLING UP PRICE BID

12.1 The Bid shall be quoted in and as per format of Price Bid as given at clause 52.0.

12.2 Currency of Quotations

The bidder shall indicate the prices in Indian Rupees only. The bidder shall not quote in any other currency other than Indian Rupees.

12.3 Validity of Price Bid

Price Bid shall be valid for acceptance for a minimum period of 180 days (one hundred eighty days) from the scheduled date of opening of Part-I i.e. Techno Commercial bid.

12.4 Escalation / De-escalation on account of fuel only will be payable / recoverable in this contract. The bid amount is to be based on the prices of fuel prevailing on **01.07.2016**. This base price shall be inclusive of all taxes, duties, freight etc., as payable to Indian Oil Corporation on **01.07.2016** at Haldia. Any change in the price of fuel will be paid / recovered to / from the contractor as per the Variation Formulae given below on the basis of the charge including taxes, duties, and freights etc.

paid by the contractor. The contractor shall prefer his claim pertaining to this variation **along with monthly bill**.

$$R = 0.28 * 0.85 * V * \{(I-I_0)/I_0\}.$$

Where,

R = Amount to be paid / recovered.

V = Payment paid to the contract or for that particular period.

I₀ = Price of fuel as on **01.07.2016** at Haldia.

I = Changed price of fuel at Haldia.

- 12.5 DELIVERY/ REDELIVERY of the dredger (s) and ancillary equipments will be at Haldia.
- 12.6 The contractor may engage sub-contractor subject to permission of the Engineer of the contract.

13.0 DUTIES & TAXES

- 13.1 The charge quoted by the bidders shall be inclusive of all taxes and duties **as on 01.07.2016** whether Indian or Foreign, direct or indirect, except Service Tax including Swatch Bharat & Krishi Kalyan Cess. Service Tax will be payable extra by KoPT at actual on submission of CENVATABLE document as applicable. Any modification (addition /deletion/alteration including implementation of GST) in taxes or duties in future by the GOI after 01.07.2016 will be adjusted separately at the material time. Therefore, the detailed tax break-up considered in the quoted price should also be submitted by the bidders along with their price bid in order to assess the impact of future tax levied after 01.07.2016, if any, on the contract price. Any offer without the detailed tax break-up, if becomes the lowest price-bid and is accepted by KoPT with or without any negotiation of price, shall not be entitled for reimbursement of any additional amount due to modification of taxes or duties after 01.07.2016. But any recovery due on account of any modification in taxes or duties after 01.07.2016 shall be determined and made by KoPT from the amount payable under the contract. Service Tax as applicable would also be imposed on all deductions and penalties on the contractor. However, as KoPT is not a Registered Body Corporate, it is not liable to pay Service Tax under "Reverse Charge" mechanism.

14.0 MOBILIZATION & DEMOBILIZATION

14.1.1 Mobilization Period:

On placement of 'Letter of Intent', the dredgers & equipment are to be mobilized at Haldia and commence dredging within 30 days and commence operation.

14.1.2 Mobilization & De-mobilisation Charges:

No Mobilization& De-mobilisation charges will be payable to the contractor separately. Such costs should be included in the dredging Charges proportionately.

14.1.3 Penalty for delay in mobilization:

Delay in complete mobilization of the equipment as per accepted dredging plan will attract a penalty @ **2.5%** per week of Security Deposit.

14.2 Demobilization Period

Demobilisation is to be completed within 45 days of completion of the contract period.

15.0 Interpretation of Terms

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

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

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

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

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

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

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

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

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

THE VESSEL - The expression 'The Vessel' means the Dredgers, barges and ancillary equipments required to carry out the work successfully.

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

MONTH - means English Calendar Month.

NAVIGABLE DEPTH -means least sounding in the entire dredging area within 4 navigable tracks having a width of 345 Metres for Jellingham & Haldia Anchorage and Channel width of 460 Metres at Eden which will be indicated by the Engineer of the contract.

16.0 INFORMATION ON SITE OF WORK.

The two dock systems, one at Kolkata and the other at Haldia on the Hugli estuary under the administrative control of Kolkata Port Trust, are located 144 km and 44 km inland respectively, from Sagar Island at the mouth of the estuary debouching into the Bay of Bengal. The estuary is "alluvial "and perennially "well mixed". The entire navigational channel from Eden to Haldia Anchorage is interspersed with shallow stretches classified as shallow-crossings/bars/shoals/sand-encroachments having pinnacle shoals at places, eddies, cross currents with tidal current varying from 2 knots to 5 knots (Approximately).

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

(A) On the east along Diamond Harbour-Kantabaria-Kulpi-SilverTree - Bedford - Sagar Island.

(B) On the west along Diamond Harbour-Balari -Haldia-Jellingham-Auckland-Eden.

17.0 ADEQUACY OF THE TENDER

Presently, KoPT is maintaining the depths in the channel by regular dredging through Trailing Suction Hopper Dredgers (TSHD). Primarily, the dredged materials from Jellingham & Haldia Anchorage are being dumped freely at Lower Sagar Dumping site and at south west of Lower Western Auckland Buoy at the distances of about 42 KM & 27 KM away from dredging sites respectively. Dredged materials from Upper Part of Lower Auckland are being dumped at south west of Lower Western Auckland Buoy at a distance of about 6 KM. The dredged spoils from Eden are being dumped at Lower Eden Area at distance of 26 KM. Some quantity of dredged material is also being disposed off through side casting methodology while dredging. For disposal of the dredged material at Lower Sagar Dumping site and at south west of Lower Western Auckland Buoy, the dredger has to pass through Lower Jellingham channel, Upper Auckland Bar and Lower Auckland bar. Presently, Upper Part of Lower Auckland Bar is also regularly dredged for movement of dredgers. However, KoPT is presently utilising Eden channel for shipping to Haldia.

The intending bidders are advised to visit the sites and satisfy themselves on the actual site conditions, soil to be dredged and the areas identified for disposal of dredged materials, before tendering. Whatever information given in the tender document is only intended as a general guidance for the contractor and no warranty is given for the correctness of the same.

The information being provided in the Tender document does not relieve the Bidders from carrying out the works to suit the specified needs. The Bidder shall inspect the site and may conduct trials at their own cost and risk and use any and every other method to ensure the adequacy of their offer including the suitability and capability of the equipment proposed to be deployed for execution of the work.

TECHNICAL SPECIFICATIONS

18.0 DISPOSAL TOLERANCES

All dredged materials shall be dumped within the limits of the specified disposal areas as indicated in the tender or in the areas to be specified by the Engineer of the contract.

The contractor shall ensure that no dredged material is dumped in the navigational channel due to defect of the dredger or for any reason. In the event of accidental dumping, contractor shall remove the material immediately at his own cost and risk.

19.0 MATERIALS TO BE DREDGED

Alluvial in nature and consists of fine sand, silt, clay and mud.

20.0 HYDROGRAPHIC SURVEY TO ASCERTAIN NAVIGABLE DEPTH

20.1 Before commencement of dredging, a joint hydrographical survey with the contractor shall be undertaken to ascertain the depths in various localities (Base Level) in the dredging areas. Thereafter, similar joint surveys will be carried out once in every neap tide which will occur twice in each month. The least recorded depth in one neap survey shall remain valid till the next neap survey and shall form the basis of calculating reduction and disincentive of monthly payout.. All surveys shall be carried out in frequencies 200-210 KHz. The accuracy of sounding would be maintained at ± 10 cm, rounded off to the nearest decimetre.

The contractor, will however, be at liberty to conduct independent surveys at any time for the purpose of regular monitoring of the dredging progress.

20.2 In all cases, survey shall generally be undertaken only during daylight hours. The date and time of survey will be decided by the Engineer's representative and the same will be binding on the Contractor. The raw survey data may be read, interpreted and processed either manually or electronically, depending upon the available resources and recorded in a log book. The log book shall be signed jointly

by the Engineer's and the Contractor's representatives. The soundings would be reduced to Hugli River Datum which is 2.822 m below Mean Sea Level and will be depicted on a paper chart prepared manually or electronically to indicate the minimum depth available between any two fixes as per relevant echo trace. Spacing between survey lines Horizontal Datum and Scale of the charts will be decided by the Engineer.

- 20.3 The contractor shall provide a suitable steel hulled launch with equipment, spares & consumables including manning, fuel etc. for conduct of all surveys at his own cost. The launch should be certified by the authority to ply in the surveying areas round the year. The launch should be fitted with a hydrographical model echo-sounder having frequency between 200 - 210 Khz, interfaced with heave sensors, DGPS and automated data collection software. Provisions for bar check / calibration of the echo-sounder to be provided. The launch should have a toilet with other basic amenities for the Engineer's representatives.

21.0 MINIMUM INTERFERENCE WITH NAVIGATION / PILOTAGE

Dredging shall be carried out with minimum interference to navigation and movement of vessels as well as other conservancy works of the port and in accordance with the directions of the Engineer of the Contract.

22.0 EXCAVATION AND DREDGING WORKS

Dredging is to be undertaken in accordance with **the scope of the work as specified in the tender document.**

The Contractor shall provide the Engineer, at the end of each week the Daily Dredging Reports (DDR) for each dredger duly signed by the Master of the Dredger as well as Engineer's (KoPT) representative on board the dredger. The DDR format is at **Attachment-X.**

SPECIAL CONDITION OF CONTRACT

23.0 GENERAL

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

24.0 SCOPE OF WORK

- 24.1 The work primarily involves dredging at Jellingham, Haldia Anchorage & Eden to achieve the targeted depth so that vessels can safely approach Haldia Dock Complex.
- 24.2 Dredging is also required to be carried out at Auckland to maintain a channel of 115 Metre width for passage of dredger / barge to dumping site.
- 24.3 As recommended by KoPT consultant, most effective and economic option is to carry out the dredging by deployment of a Trailing Suction Hopper Dredger in combination with bottom opening hopper barges. An illustrative working of the cost involved in such an effort particularly for Jellingham is presented in **Appendix-1**. However, the contractor is free to use any methodology and equipment like deployment of 'Trailer Suction Hopper Dredgers' (TSHD) of appropriate hopper capacity with adequate number of bottom opening hopper barges **OR** a combination of 'Trailer Suction Hopper Dredgers' of appropriate hopper capacity.

The bidders are encouraged to assess the proposed methodology before adopting any other technique and bid accordingly.

- 24.4 The particulars of shipping channel from Haldia Anchorage to Eden including Auckland along with salient deliverables / milestones of the work are as follow:

Sl. No.	Areas	Limits	Length (KM)	Width (m)	Present navigable depth (m)	Proposed depth to be maintained (m)	Annual dredging requirement as estimated by KoPT consultant (MM ³)	Dumping ground	Distance of dumping ground (KM)	Hydro-graphic Chart. Plan No.
1.	Haldia Anchorage	22°00'54" N to 22°00'00" N	2.3	345	4.0	To be maintained at the levels of Jellingham.	0.77	Lower Sagar Area (Lat 21° 32'48"N Long. 87° 59'54"E)	45	

2.	Jellingham	22°00'00" N to 21°54'00" N	11.0	345	4.0	<p>1st Year: The navigable depth is to be increased by 0.1 M from Base Level and this increased depth will be the targeted depth of 2nd year.</p> <p>2nd Year: The targeted depth for 2nd year is to be increased further by 0.1 m during the year and this increased depth shall have to be maintained during the remaining period of the contract.</p>	4.75	Lower Sagar Area (Lat 21° 32'48"N Long. 087° 59'54"E)	42	
3.	Lower Jellingham	21°54'00" N to 21°51'24" N	4.8	345	4.7	Dredging not envisaged presently	Nil	--	--	
4.	Upper Auckland Bar	21°51'24" N to 21°47'00" N	8.1	345	4.8	Dredging not envisaged presently	Nil	--	--	
5.	Eden	21°47'00" N to 21°42'00" N	9.3	460	4.6	The depth at Eden shall be maintained at a level of 0.5 m more than that of Jellingham.	0.47	Lower Eden Area (Lat 21° 30'00"N Long. 087° 53'00"E)	26	

6.	Lower Auckland (Upper Part)	21°47'00" N to 21°42'00" N	5.5	115	3.4	4.6	1.88	Lower Sagar Area (Lat 21° 32'48"N Long. 087° 59'54"E)	22	
7.	Lower Auckland (Lower Part)	21°42'00" N to 21°38'00" N	5.0	115	5.0	Dredging not envisaged presently	0.52	Lower Sagar Area (Lat 21° 32'48"N Long. 087° 59'54"E)	13	

The dredging and dumping areas duly demarcated in relevant charts are at **Attachment-A**.

- 24.5 Dredged materials may also be dumped partially or fully ashore at Nayachara Island, if land is made available by KoPT at no extra cost to KoPT.
- 24.6 The dredged materials also to be disposed off through rain-bowing / side casting at a distance of at least 80 m from the dredging position. Such disposal by rain-bowing/side-casting will, however, be allowed when the tidal range of the dredging area is 3.8 m or more. **The total quantity dredged through rain-bowing / side casting shall not exceed 0.10 Million Cubic Metres in any month subject to maximum of 1.0 Million Cubic Metres per annum.** The rain-bowing / side casting may be carried out simultaneously during dredging without filling the hopper as well as after filling hopper. The dredger may also be required to fill up the hopper with dredged materials from the dredging site and dispose the materials at any location through rain bowing /side casting operation. Overboard discharge from the dredger shall not be considered as rain-bowing/side-casting.
- 24.7 Kolkata Port will have the liberty to direct the contractor to dredge any other areas within the jurisdiction of Kolkata Port.
- 24.8 Dredging is to be done along the channel and within a zone of 50 m horizontally from the either edges of the channel. Volume dredged outside the dredging zone will not be considered for the calculation of the volume for the purpose of compensation/ cut back as mentioned in Clause-31.0.

- 24.9 The dredgers proposed shall be capable of carrying out simultaneous rain-bowing/side casting as well as filling the hopper. For this purpose, the dredgers shall be fitted with arrangements for rain-bowing/ side-casting from any one side of the dredger at a distance of at least 80 Metres from the dredging position. The nozzle should be fitted at an angle of 60° to 90° from centreline of the dredger with 45° vertical angle.
- 24.10 The dredgers proposed to be deployed also should be highly manoeuvrable and capable of undertaking precision dredging in the tidal condition of the River Hugli as mentioned at Clause 16.0 and to be fitted with adequate electronic gadgets & equipments. The dredgers & Barges if any, also are to be fitted with standard DLM & other equipments for the purpose of measurement of productions.
- 24.11 Dredging will also be required to be carried out as necessary in other areas between Haldia Anchorage & Eden, not envisaged at present, for the purpose of availing best draught of the shipping channel.

25.0 Base Level, Targeted Depths and silt volume norms

- 25.1 The least navigable depth at **Jellingham** at the time of handing over the site shall be referred to as the 'Base Level'. The Base Level of Jellingham shall be considered as Base Level of Haldia Anchorage and the Base Level depth at Eden shall be 0.5 m more than that of the Base Level depth of Jellingham.
- 25.2 During the first year of the contract, the depth at Jellingham & Haldia Anchorage is required to be increased by 0.1 metre from the 'Base Level'. These increased depths are to be referred to as 'Targeted Depths' for the entire 2nd year of the Contract.
- 25.3 During the 2nd year of the contract, the 'Targeted Depths for the 2nd year' of Jellingham & Haldia Anchorage are required to be increased by 0.1 metre more and those increased depths shall be referred to as 'Targeted Depths' for the 3rd year and also for the remaining period of the contract thereafter.
- 25.4 The Base Level and Targeted depths at Eden shall be 0.5 m more than the Base Level and Targeted depths of Jellingham.
- 25.5 The depth at Auckland is to be maintained at 4.6 metre, which is the targeted depth for Auckland throughout the contract period.
- 25.6 Norms for annual volume of dredged materials are as given below:
Jellingham including Haldia Anchorage:
 The norm for maintaining 4.0 m depth at Jellingham & Haldia Anchorage from CD is set as 5.52 million cbm. For every subsequent 0.1m increase in depth, the norm shall increase by 0.15 million cbm.

Year	Targeted depth (m from CD)	Volume norm (Million Cubic metres)
Year 1	4.0	5.52
Year 2	4.1	5.67
Year 3 onwards	4.2	5.82

- 25.7 KoPT is contemplating silt trap dredging at the mouth of river Haldi to prevent flow of silt in the shipping channel. In the event of execution of silt trap dredging, the norm at Jellingham & Haldia Anchorage will be adjusted on the basis of actual dredging carried out by this method.

26.0 DISINCENTIVE AND PENALTY

- 26.1 If the depth falls below targeted depth at any of the areas, Jellingham, Haldia Anchorage & Eden, a disincentive @ 2.5% of equivalent monthly amount derived from BOQ for Jellingham, Haldia Anchorage & Eden only taken together shall be deducted for the applicable period for each 0.1 Metre fall in depth from the targeted depths at Jellingham / Haldia Anchorage / Eden. Maximum fall in depth in any area out of Jellingham, Haldia Anchorage & Eden shall be taken into account for working out disincentive.
- 26.2 If the depth falls below the Base Level at any of the areas, Jellingham, Haldia Anchorage & Eden, then an additional penalty of 5% of equivalent monthly amount derived from BOQ for Jellingham, Haldia Anchorage & Eden only taken together shall be deducted for the applicable period for each 0.1m shortfall from base depths. Maximum fall in depth in any area out of Jellingham, Haldia Anchorage & Eden shall be taken into account for working out additional penalty.
- 26.3 In case the depth at Lower Auckland (both Upper & Lower Parts) is below 4.6 m at the time of handing over the site, the contractor will be allowed one year time to improve the depth to 4.6 m. If the depth goes below 4.0 at Auckland from the 2nd year onward of the contract then a penalty of 5% of equivalent monthly amount derived from BOQ for Auckland only shall be deducted for the applicable period for each 0.1m shortfall from 4.0 Metre.
- 26.4 In the event dredging is carried in any area other than the areas of the shipping channel as stipulated in the tender, disincentive and penalty shall not be applicable for the concerned period.

27.0 TECHNICAL EVALUATION

The bidder is free to propose any methodology, dredgers & equipment to carry out work as stipulated in the scope of work. The proposed methodology, dredgers & equipment will be evaluated for suitability and adequacy by KoPT prior to opening of the price bids. The proposed dredgers & equipment should be capable of providing an output of minimum 5.5 million cbm. per annum i.e 4.6 Lakh cbm per month at Jellingham / Haldia Anchorage through free disposal at Lower Sagar Dumping Area without any hindrance to usual shipping operation.

28.0 ADDITIONAL DREDGERS AND EQUIPMENT

During execution of the contract, the contractor may deploy additional dredgers and equipments at his own cost for maintenance of Targeted depth, which will be allowed subject to approval of the Engineer. No additional charges will be payable to the contractor for additional dredgers & equipments.

29.0 SUBSTITUTION OF DREDGERS / EQUIPMENT

- 29.1 In case any of the offered equipment is not available for operation, then a substitute equipment with similar/ higher specification shall be provided as a replacement by the Contractor at no extra charge within 45 days from the time & date, the offered equipment is inoperative / broken down.
- 29.2 At any stage, if the contractor at their discretion intends to substitute any of their equipment, the same would be allowed by KoPT subject to suitability.
- 29.3 In case of any substitution of dredgers and equipments, no payment towards mobilization or demobilization of dredger/equipment shall be paid.

30.0 THIRD PARTY AUDIT

- 30.1 KoPT shall appoint a Consultant (Independent Third Party) for auditing the maintenance dredging work during the entire contract period.
- 30.2 For the purpose of auditing the maintenance dredging work, a representative of the Consultant shall remain on board each of the dredgers deployed 24 hours a day during the entire contract period.
- 30.3 The Consultant's representative on board each dredger shall oversee dredging operations (conventional as well as side cast dredging), shall have access to all dredging operation records, survey charts etc. The Consultant's Resident Engineer and Dy. Resident Engineer shall have access to all dredging machineries for improvement of dredging efficiency of the dredger as and when necessary.
- 30.4 The Consultant shall report to the Chief Hydraulic Engineer of KoPT, who will be the Engineer In-Charge of the Third Party auditing work.

31.0 Compensation/ cutback for excess/lesser siltation.

- 31.1 Excess / lower siltation in the channel is deemed to have taken place if the total volume of dredged materials per annum exceeds / falls below norm set as per clause 25.6. In case of excess siltation above the norm, KoPT shall pay the contractor at the rate of the 'equivalent per cbm value' of the contract for each extra cbm above norm.
- 31.2 Compensation for excess siltation shall be effected annually and shall be adjusted against last payment for the year.

- 31.3 The compensation / cut back for excess & lesser siltation shall be applicable for Jellingham, Haldia Anchorage & Eden.
- 31.4 The compensation shall be given under the following condition:
- 1st Year:** If base level depths are maintained for at least 10 months (continuously or otherwise) subject to the further condition that depth does not fall by more than 0.1 Metre from base levels during the balance period.
- 2nd year:** If targeted levels for second year is maintained for at least 10 months (continuously or otherwise) subject to the further condition that depth does not fall by more than 0.1 Metre from targeted levels during the balance period.
- 3rd year:** If targeted levels for third year is maintained for at least 10 months (continuously or otherwise) subject to the further condition that depth does not fall by more than 0.1 Metre from targeted levels during the balance period.
- 4th year & 5th year:** Same as 3rd year.
- 31.5 The maximum compensation that shall be given will be capped at 25% of that particular annual value as arrived as per Clause-32.0.
- 31.6 The volume calculation shall be done as per the formula in Clause- 47.

32.0 PAYMENT TERMS

- 32.1 For the payment, the annual value of the particular year would be arrived at by multiplying the quantity as per norm for that particular year by per cubic meter rate as arrived as stipulated in 'Price Bid Format' (BOQ). Similarly, monthly value would be 1/12th of annual value of that particular year.
- 32.2 The contractor will be paid minimum of the value of 1/12th of annual quantity of the respective year as indicated in the Price Bid Format or the actual quantity dredged **through normal disposal at disposal site as well as rain-bowing / side-casting** during the month as calculated on the basis of cbm rate after applying disincentive / penalty for maintaining the depth with reference to the targets. **The maximum payable quantity dredged through rain-bowing / side casting shall not exceed 0.10 Million Cubic Metres per month subject to maximum of 1.0 Million Cubic Metres per annum.**
- 32.3 The final compensation for the siltation level shall be adjusted against the payout for the month ending each year. Contractor shall submit the correct dredging bills, complete in all respects, at the end of every Calendar month and KoPT shall make payment within 45 days of receipt of completed / corrected bills and necessary clarification, if any. The bill should include all relevant documents/invoices including Daily Dredging Reports duly certified by the Master of the dredger and KoPT's authorised representative on

board.

- 32.4 In the event of dredging any area between Haldia Anchorage and Eden, dredging not envisaged at present, payment would be made at the unit rate as applicable for Eden. Further, in case dredging is required to be done in any area other than Haldia Channel, payment would be done at a mutually agreed rate.
- 32.5 The dredging charge quoted need not include any port dues, pilotage, berth hire or mooring charge etc. and the same shall be to the account of KoPT. However, Tug hire or other services rendered on occasions other than those required for normal berthing purposes etc. shall be payable by the Contractor as per the Trustees' Schedule of Charges.

33.0 Removal of equipments.

No equipment consigned for the work shall be removed from the site without approval from the engineer which shall not be unreasonably withheld.

34.0 INSURANCE

All dredgers and ancillary crafts mobilized by the contractor for the purpose of execution of this contract must be suitably insured. Whereas, vessels registered under MS Act must be insured with a member of the International Group of P & I Club, vessels registered under I. V. Act shall be insured with any reputed Indian Insurance company in the following manner:

- i) The hull, machinery and 3rd party liability.
- ii) Total loss of the vessel.
- iii) Total coverage for wreck removal in case the vessel is wrecked.

All persons deployed by the contractor on board the vessels and ashore shall be insured by the contractor at his cost and documentary evidence should be provided before commencement of work. KoPT shall not be responsible in any manner for any accident, injury or death to the personnel engaged by the Contractor during execution of the contract on board or ashore.

35.0 RESPONSIBILITIES OF KOLKATA PORT TRUST (KoPT)

- 35.1 KoPT shall provide suitable berth facilities at HDC / KDS, subject to availability, for maintenance / repair of dredger and other crafts deployed by the Contractor as well as permit movement of Contractor's mobile crane inside the dock as and when required, free of charge.
- 35.2 KoPT shall provide fresh water to the dredger at dredging area / berth / waiting area, as practicable, on chargeable basis. However, this cannot be considered as a binding obligation on the part of KoPT.
- 35.3 KoPT shall permit use of available landing jetties, free of cost for operating routine boat services to the dredger by the Contractor.

- 35.4 KoPT shall provide dock entry permit to Contractor's personnel, vehicles etc. on chargeable basis.
- 35.5 KoPT will post one representative who shall act as Pilot under the provision of Indian Ports Act 1908 at their cost on board the dredger for Pilotage operation. The said representative will also read and record dredging reports, operating time, idle time, breakdown of the dredger etc. jointly with Contractor's representative. These dredging reports along with Neap Survey reports will form the basis of payment under the Contract, which would be required to be submitted in triplicate to the Engineer every week.

36.0 SALVAGE OF PLANT, EQUIPMENT, VESSEL, CRAFT ETC

The contractor shall forthwith and with due dispatch raise and remove any plant floating or otherwise or any boat or vessel or craft or equipment belonging to them or to any sub-contractor employed by them which may sink in the course of the execution of works within the limits of site or elsewhere within the docks or in Hugli river within port limits and until the same shall be raised and removed, the Contractor shall set all such buoys and display at night such lights and do all such things for safety of navigation as may be required by the Trustees. In the event of the Contractor not carrying out the obligations imposed on him by this clause, the Trustees may, through some other agency, raise and remove such sunken plant, boat, vessel or craft and buoy and light the same and the Contractor shall reimburse to the Trustees all costs in connection therewith, which the Trustees shall be at liberty to recover as debt due.

37.0 ARTICLES OF VALUE:

All articles of value or antiquity and structures and other remains of geological or archaeological interest found shall be deemed to be the property of the Trustees. The Contractor shall take every precaution to prevent damage to any such article and shall immediately report to the Engineer of the Contract or his representative in writing of such discovery and carry out, at the Trustees' expenses, Engineer's order as to their retrieval.

38.0 APPLICATION OF ACTS AND PORT RULES

The dredger shall at all time work under the provision of the Indian Port's Act 1908, The Major Port Trusts Act 1963 and relevant Port Rules.

39.0 ENGINEER'S AUTHORITY TO DELEGATE

The Engineer may from time to time delegate to the Engineer's Representative any of the duties and authorities vested in the Engineer and he may at any time revoke such delegation. Any such delegation or revocation shall be in writing. Any communication given by the Engineer's Representative to the Contractor in accordance with such delegation shall have the same effect provided that:

- (a) any failure of the Engineer's Representative to disapprove any work, materials or Plant shall not prejudice the authority of the Engineer to disapprove such work, materials or Plant and to give instructions for the rectification thereof;
- (b) if the Contractor questions any communication of the Engineer's Representative he may refer the matter to the Engineer who shall confirm, reverse or vary the contents of such communication.

40.0 DEPLOYMENT OF STAFF BY THE ENGINEER

The Engineer shall deploy any number of persons from his firm or appoint any number of persons in carrying out duties. Such persons have the authority to carry out their duties, acceptance of materials, verifications of drawings, checking the surveys, quantities of dredging, checking the locations of disposals of dredged material, plant or workmanship as being in accordance with the Contract, and any instructions given by any of them to the Contractor for those purposes shall be deemed to have been given by the Engineer's Representative on behalf of the Engineer of the Contract.

41.0 CONTRACTOR'S WORKING AREA

The Contractor shall be allowed working area as necessary, subject to availability on payment of applicable charges.

42.0 TEMPORARY WORKS, OFFICE, JETTY, ETC

- 42.1 The Contractor shall submit to the Engineer for his approval, drawings and proposals for any temporary works such as batching plant, storage yard, office, store, false work and temporary platforms, pre-casting yard, workshop, etc. which he intend to construct for the execution of the contract and no such work shall be constructed before obtaining the written approval of the Engineer.
- 42.2 The Contractor shall obtain permission for any temporary work and would ensure that during execution of works the statutory requirements of the concerned authorities such as Kolkata Port Trust, Police, etc. would be complied with.

43.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION

- 43.1 In all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract, the decision of the Engineer shall be final binding on all parties to the contract and shall forthwith be given effect to by the Contractor.
- 43.2 If the Contractor is dissatisfied with any such decision of the Engineer/his representative, he shall within 15 days after receiving notice of such award/ Decision, requires that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.

- 43.3 If there is still no settlement as mentioned at Clauses - 43.1 & 43.2, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 including all amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrator and inform the other party within 60 days. If the other party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996, including any amendment thereof.
- 43.4 Notwithstanding anything contained herein above, Employer also reserve the right to invoke arbitration in all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract etc.
- 43.5 The place/ jurisdiction of arbitration shall be in Kolkata, West Bengal, India.
- 43.6 The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid equally by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the successful Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the Party.
- 43.7 Pending the submission of and / or decision on a dispute, difference or claim or until the arbitral award is published, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.
- 43.8 The request for arbitration, the answer to the request, the terms of reference, any written submission, any order and ruling shall be in English language and if oral hearings take place, English shall be the language to be used in the hearing.
- 43.9 Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.
- 43.10 In case the contract is awarded to a Central Public Sector Enterprises (CPSE), commercial disputes, if any, may be settled through Permanent Machinery of Arbitrators (PMA) as per relevant Government of India guidelines.

44.0 INFORMATION REQUIRED

A Technical description of the dredger to be submitted as per the format below and to be enclosed in Part-I (Technical and Commercial aspects) of the offer. The contractor will have to submit copies of all statutory certificates.

Description of equipments to be used

Template for filling details of equipments		
Sl. No.	PARTICULARS	
1	NAME OF THE EQUIPMENT	
2	OWNERS	
3	FLAG	
4	BUILDER	
5	YEAR OF BUILD	
6	HOPPER CAPACITY	
7	OFFICIAL NO.	
8	REGISTERING AUTHORITY	
9	GRT	
10	LOA	
11	BEAM	
12	DEPTH	
13	DRAFT (BOTH LIGHT & LOADED)	
14	MAXIMUM DREDGING DEPTH	
15	MAIN ENGINE (NOS, MAKE, BHP, RPM ETC. EACH)	
16	ENDURANCE (FULL POWER)	
17	DREDGE PUMP ENGINE (NOS, MAKE, BHP, RPM ETC. EACH)	

18	GENERATOR ENGINE (NOS, MAKE, BHP ETC. EACH)	
19	NAVIGATIONAL EQUIPMENT	
20	TYPE OF DRAGHEAD, WEIGHT OF EACH DRAGHEAD INCLUDING NUMBER OF DRAGHEADS AVAILABLE, JET PRESSURE OF EACH DRAGHEAD& TYPE OF TEETH FITTED ON THE DRAGHEAD. (Only for dredger)	
21	DATE OF LAST DRY-DOCKING	
22	NEXT DRY-DOCKING DUE ON (TO MAINTAIN VALIDITY OF CLASS & STATUTORY CERTIFICATES)	
23	DREDGE PUMP (MAKE, CAPACITY, DISCHARGE RATE, TIME TO FILL UP HOPPER ETC.) (Only for dredger)	
24	CREW (INCLUDING MASTER)	
25	DRAFT LOAD MONITOR (DLM) - MAKE, CALIBRATION CERTIFICATE INDICATING AUTHORITY & DATE OF CALIBRATION.	
26	PARTICULARS OF BOW THRUSTER, IF FITTED WITH	
27	SPEED IN LOADED CONDITION	
28	NUMBER OF RUDDER	
29	NUMBER OF PROPELLER	

- Separate sheet to be filled up for each offered equipment.

45.0 TERMINATION OF CONTRACT.

45.1 Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Contractor there from after giving him a minimum one month's notice in writing, due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive:

- i. The Contractor has abandoned the contract.
- ii. The Contractor has failed to commence the works or has without any lawful excuse under these conditions, has kept the work suspended for at least 15 days despite receiving the Engineer's or his Representative's written notice to proceed with the work.

- iii. The Contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
- iv. Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the Contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
- v. The Contractor is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.
- vi. If the Contractor fails to maintain the base depth as specified in Clause 25.0 for two consecutive months.
- vii. The depths either at Jellingham including Haldia Anchorage and / or has reduced by 0.3 m or more from the 'Base Level' as specified in Clause 25.0.

45.2 Risk Purchase

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

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

46.0 DREDGER'S AND EQUIPMENTS ENCUMBRANCES ON CONTRACTOR

The contractor shall submit an undertaking that the contractual dredgers and ancillary equipment are free from all encumbrances and lien.

47.0 Measurement of volume of dredged materials.

The contractor shall submit certificate pertaining to calibration of hopper (in dredger or barge as applicable) and load recorder by an international reputed and approved agency prior to the commencement of work. The contractor shall agree to recalibration by internationally reputed and approved agencies as required by the engineer.

47.1 Average value of the bulk densities of samples collected will be deemed to 1790 kg/cbm (i.e. 1.79 ton /cbm).

Density of water is assumed to be 1005 kg/cbm (i.e. 1.005 ton / cbm).

Volume of dredged material shall be computed using the following formula for payment:

$$V_s = (W_h - V_h \times Y_w) / (Y - Y_w)$$

Where

W_h - Nominal hopper load as per load recorder.

V_h - Volume of hopper as per hopper calibration expressed in cubic meter

V_s - Volume of dredged materials

Y_w - Bulk density of water = 1005 kg/cbm (i.e 1.005 ton / cbm).

Y - Average bulk density of dredged materials = 1790 kg/cbm (i.e 1.79 ton /cbm).

Note: Before submission of bids, the bidders, if felt necessary, may collect river bed materials from the proposed dredging area for ascertaining the variation of bulk density of the bed materials to be dredged. However, the value of bulk density of dredged materials to be applied in the given formula for calculation of volume of dredging will remain fixed at 1.79 Ton /Cum. No excuses on this issue will be entertained after submission of bids.

47.2 Measurement of payable quantity dredged through side-casting / rain-bowing is to be done as per the following formula:

$$V_s = \sum_{i=1}^{i=T} \frac{V_{mi} (Y_{mi} - Y_w)}{(Y - Y_w)}, \text{ Where}$$

V_{mi} - Volume of mixture of dredged materials and water discharged from the nozzle at time t_i as per load recorder expressed in cubic meter,

Y_{mi} - Density of mixture of dredged materials and water discharged from the nozzle at time t_i as per load recorder expressed in kg/cbm,

V_s - Cumulative volume of dredged materials in cbm during the rain-bowing / sidecasting period of T secs ,

Y_w - Bulk density of water = 1005 kg/cbm ,

Y - Average bulk density of dredged materials = 1790 kg/cbm ,

T- Total rain bowing time in sec.

Note: Suitable measuring gadget shall be fitted at the outlet pipe for taking measurement. Specific gravity of the dredged materials to be considered as 2.65 wherever required.

48.0 LAW OF THE LAND

All relevant rules and regulations and laws regarding Trade Union, Labour, Marine and Pollution Control have to be complied by the contractor at their own cost. KoPT shall be at liberty to deduct appropriate amount from the pending bills of the contractor in case the contractor fails to comply with the relevant rules and regulations and the consequential damages are to be borne by KoPT.

49.0 COMPLIANCE OF LABOUR ACT

The contractor should comply with the contract labour (Regulation and abolition) Act 1970, including compliance of Employees State Insurance Act (if applicable), workmen compensation, Minimum Wage Act 1948 and Employers (contractor being employer) Insurance and any other Laws in force as on date.

50.0 OFFICE AND LIAISON OFFICER

50.1 The contractor shall establish an office at Kolkata/Haldia with telephone, Fax and e-mail facilities.

50.2 A Liaison Officer should be deployed by the Contractor for interacting /communicating between KoPT, the vessel and other concerned officials at Kolkata. Such liaison officer shall have Mobile Phone with residential telephone facility. He should be a person having experience in the field of marine operation.

51.0 Force Majeure

The term Force Majeure as employed may include, but is not limited to, exceptional events or circumstances of the kind listed below so long as all of the four conditions stated in the definition have been satisfied:

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,
- c) riot, commotion, disorder, strike or lockout by persons other than the Contractor's and his subcontractors' personnel,
- d) munitions of war, explosive materials, ionizing radiation or contamination by radioactivity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radioactivity, and
- e) natural catastrophes

If a Party is or will be prevented from performing any of its obligations by Force Majeure, the Party affected shall notify the other Party immediately. If the event continues for a period of 84 days, either Party may then give notice of termination that shall take effect 28 days after the giving of the notice.

After termination, the Contractor shall be entitled for payment of the unpaid balance of the value of the Works executed within 70 days of the notice of termination under this clause.

52.0 Accommodation for Engineer's representatives.

The contractor shall provide suitable accommodations at least for two representatives of the Engineer on each of the dredgers.

53.0 PRICE PREFERENCE

Price preference shall be allowed to Indian companies including Dredging Corporation of India (DCI) as per relevant guidelines of the Government of India. Indian firms shall be given the option of matching the quote in case the successful bidder is a non-Indian company if the said Indian player's quote is within 10% of the lowest quote.

54.0 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) The contract Agreement (completed).
- b) The Letter of Acceptance / Firm work order.
- c) The priced 'Bill of Quantities'.
- d) Bid Clarification,
- e) The Technical Specification, Special conditions of contract.
- f) The General conditions of contract.
- g) The Drawings, Annexures and Appendix.
- h) All post bid correspondence and any other document forming part of contract, if any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

55.0 Bill of Quantities (BOQ)

Sl. No.	Work	Lump sum price quoted	Remarks
1.	Maintenance dredging at Jellingham and Haldia Anchorage as stipulated in the scope of the work for a period of five years from the date of commencement of the work.	Rs.....	<p>Note-1: Amount to be quoted for five years considering estimated quantity to be dredged as follows: First year - 5.52 Million Cubic Meter. Second year - 5.67 Million Cubic Meter. Third year - 5.82 Million Cubic Meters. Fourth Year - 5.82 Million Cubic Meter. Fifth Year - 5.82 Million Cubic Metre. Total for five years - 28.65 Million Cubic Meter.</p> <p>Note- 2: Unit rate (Rate per Cubic Meter) to be calculated by dividing the lump sum amount quoted by 28.65 Million Cubic Meter.</p>
2.	Maintenance dredging at Eden Bar as stipulated in the scope of the work for a period of five years from the date of commencement of the work.	Rs.....	<p>Note-1: Amount to be quoted for five years considering estimated quantity of 0.47 Million Cubic Meter per annum to be dredged.</p> <p>Note- 2: Unit rate (Rate per Cubic Meter) to be calculated by dividing the lump sum amount quoted by 2.35 Million Cubic Meter.</p>
3.	Maintenance dredging at Lower Auckland Bar (Upper Part) as stipulated in the scope of the work for a period of five years from the date of commencement of the work.	Rs.....	<p>Note-1: Amount to be quoted for five years considering estimated quantity of 1.88 Million Cubic Meter per annum to be dredged.</p> <p>Note- 2: Unit rate (Rate per Cubic Meter) to be calculated by</p>

			dividing the lump sum amount quoted by 9.4 Million Cubic Meter.
4.	Maintenance dredging at Lower Auckland Bar (Lower Part) as stipulated in the scope of the work for a period of five years from the date of commencement of the work.	Rs.....	<p>Note-1: Amount to be quoted for five years considering estimated quantity of 0.52 Million Cubic Meter per annum to be dredged.</p> <p>Note- 2: Unit rate (Rate per Cubic Meter) to be calculated by dividing the lump sum amount quoted by 2.6 Million Cubic Meter.</p>
Total LS price quoted against item- 1, 2, 3 & 4.		Rs.....	

FORM OF TENDER

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

Dear Sir,

We, M/s.....having read and fully understood the Specifications, General & Special Conditions of Contract and Conditions of Tender, hereby tender for maintenance dredging in Haldia Channel for the Trustees for the Port of Kolkata in accordance with and as set forth in Notice Inviting Tender, General Conditions of Contract etc.

The quotations have been submitted in Cover-I and Cover-II as stipulated in your Tender Notice. We also confirm that no condition has been stipulated in the price bid in cover-II.

We hereby agree that the said specifications, conditions of tender and General Conditions of Contract together with the acceptance thereof in writing by or on behalf of the Trustees, shall constitute the contract.

We have deposited with the Trustees' Financial Adviser & Chief Accounts Officer Rs..... vide Receipt No.....dated.....as Earnest Money, photo copy of which is attached. Original Bank Guarantee No...../Bank Draft No..... from..... Bank is enclosed.

We also agree to abide by this tender for a period of 180 days from the opening of Part-I (techno-commercial bid) and in default of our so doing, the Earnest Money of Rs. -----/-deposited by us shall be liable to forfeiture at the option of the competent authority.

Should Kolkata Port Trust ask for a break up of our price, we shall submit the same forthwith with adequate justification to establish its veracity, failing which Kolkata Port may cancel our tender and forfeit the Earnest Money deposited by us.

We agree that you are not bound to accept the lowest or any tender you may receive and that you reserve the right to accept any offer either as a whole or in parts and that you are not bound to give any reasons for their decision.

Yours faithfully,

Dated.....
Signature.....
Full Address

(Seal)

Note: All bank spaces to be filled in by the Bidder and be submitted along with tender.

**PROFORMA OF BANK GUARANTEE
(PERFORMANCE BOND)**

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 exempt M/s....., 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.....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..... Bank.....Branch, Kolkata...../Haldia, do, on the advice of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs.....(Rupees.....). We, Bank.....Branch, Kolkata/Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We, ... Bank.....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..... Bank.....Branch, Kolkata/Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We..... Bank.....Branch, further agree that a mere demand by the Trustees at any time and in the manner aforesaid is sufficient for us..... Bank.....Branch, 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.....Bank.....Branch, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. WeBank.....Branch, 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 ofdays of.....20--- and subject also to 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.....Bank.....Branch, 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.....Bank.....Branch, 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..... Bank.....Branch shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such matter of thing of whatsoever nature, which under the law relating to sureties would, but for this provision have effect of so relieving usBankBranch.

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

SIGNATURE.....

NAME.....

DESIGNATION.....

(Only constituted attorney for and on behalf of)

BANK.....

BRANCH..... (OFFICIAL SEAL OF THE BANK)

FORM OF AGREEMENT

THIS AGREEMENT made this.....day of19.....between the Board of Trustees for the Port of Calcutta, 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 construction, completion and maintenance of such works NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meaning 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 tender/offer.
- (b) The Drawings.
- (c) The General Conditions of Contract.
- (d) Special Conditions of Contract.
- (e) The Conditions of Tender.
- (f) The Specification.
- (g) The Bill of Quantities.
- (h) The Trustees' Schedule of Charge and Prices (if any).
- (i) All correspondence, by which the contract is added, amended, varied or modified in any way by mutual consent.

1. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Trustees to execute, construct, complete 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, construction, completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the Contract.

In WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed for 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:_____

FORMAT IN CASE OF JOINT VENTURE/CONSORTIUM AGREEMENT

(To be submitted on stamp paper)

This Joint venture/consortium agreement is made at _____ on _____ day of _____ 2015 between M/s. _____ (please indicate the status viz. Proprietor, firm, Company) represented through its proprietor /partner or Director (hereinafter referred to as "first Party") and M/s. _____ (Please indicate the status viz. Proprietor, Firm, Company) represented through its proprietor /partner or Director (hereinafter referred to as "Second Party") WHEREAS the First party is _____ engaged _____ in _____ the _____ business _____ of _____

AND WHEREAS THE Second Party is engaged in the business of _____

AND WHEREAS both the parties are desirous of entering into a joint venture /consortium for carrying on the work of KOLKATA PORT TRUST in connection with work of _____ (please mention the work of the tender).

AND WHEREAS the First Party and Second Party have agreed to form joint venture/consortium for execution of subject works.

NOW THIS DEED WITNESSED AS UNDER:

1. That under this Joint Venture/consortium Agreement the work will be done jointly by the first party and second party in the name and style of M/s. _____.

2. It is further agreed by the Joint Venture/consortium Partner that _____ of M/s. _____ has been nominated as Lead Partner for the execution of the works.

3. That all the parties shall be liable jointly, equally and severally for the satisfactory execution of the contract in all respect in accordance with terms and conditions of the contract and the lead partner shall be authorised to incur liabilities and receive instruction for and on behalf of any and all the partners and parties of the Joint Venture/consortium and the entire execution of the contract including payment shall be done exclusively with the lead partner.

4. THE PROPOSED PARTICIPATION SCOPE OF ACTIVITIES TO BE PERFORMED AND RESPONSIBILITIES OF EACH:

The proposed administrative arrangement, participation, scope of activities to be performed and responsibilities for the execution of the work of the each party shall be asunder:

First Party:

Second Party:

5. The turnover and experience of each party is as under:

First Party:

Second Party:

6. Subject to Clause-4, the parties shall depute their experienced staff as required for the works and plants, equipment, machinery etc. as requires for execution of works, will be deployed by each Joint Venture/consortium partners for execution of the contract.

7. In the event of default by any partner in the execution of the part of the contract, the Lead Partner will have the authority to assign the work to any other party acceptable to the Kolkata Port Trust to ensure the satisfactory execution of that part of the contract.

8. The Registered Office of the Joint Venture/Lead Partner of the consortium shall be at---
-----.

9. The Joint Venture/consortium shall regularly maintain in the ordinary course of business a true and correct account of all its incoming and outgoing and also of its assets and liabilities in proper books or account which shall ordinarily be kept at place of business and after Completion of above mentioned work all account shall be taken.

10. Opening and operation of Bank Account:

The Joint Venture/consortium shall open and maintain bank account(s) at _____
_____. The Lead Partner as mentioned in Clause(2) above shall have the power to receive the payments on behalf of the Joint Venture/consortium and to give discharge on behalf of the Joint Venture/consortium.

IN WITNESS WHEREOF the Parties hereto have signed hereunder at _____ on this
_____ day of _____

Party of First Part

Party of Second Part

Witness:

- 1)
- 2)

(Earnest Money Deposit Format)

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 exempt M/s....., a Proprietary / Partnership/Limited/Registered Company, having its Registered office at(hereinafter referred to as "The Contractor") from cash payment of Earnest Money Deposit in connection with Tender No..... for..... (write the name of the work as per tender) for the due fulfilment by the contractor of all the terms and conditions contained in the said tender, on submission of a Bank Guarantee for Rs.....

(Rupees.....), we..... Bank..... Branch, Kolkata..... /Haldia, do, on the advice of the bidder, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs..... (Rupees.....). We,

Bank..... Branch, Kolkata/Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We, ... Bank..... 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..... Bank..... Branch, Kolkata/Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the bidder.

2. We..... Bank..... Branch, Kolkata / Haldia, further agree that a mere demand by the Trustees at any time and in the manner aforesaid is sufficient for us..... Bank..... Branch, Kolkata / Haldia, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the bidder and

no protest by the bidder, made either directly or indirectly or through Court, can be valid ground for us.....BankBranch,Kolkata / Haldia, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. WeBank.....Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for finalization of the tender and that it shall continue to be enforceable till all the terms and conditions of the said tender have been fully honoured /fulfilled by the bidder and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive ofdays of.....20--- and subject also to the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 1 (one) calendar month from the expiry of the aforesaid validity period up to.....or any extension thereof made by us.....Bank.....Branch,Kolkata / Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the bidder for such extension of validity of this Bank Guarantee.

4. We.....Bank.Branch,Kolkata / 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 tender or to extend the time for full performance of the said tender including fulfilling all obligations under the said tender or to extend the time for full performance of the said tender including fulfilling all obligations under the said tender by the bidder or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the bidder and to forebear or enforce any of terms and conditions relating to the said tender and we.....Bank.....Branch, Kolkata / Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the bidder or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the bidder 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 usBankBranch, Kolkata / Haldia.

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

SIGNATURE.....

NAME.....

DESIGNATION.....

(Only constituted attorney for and on behalf of)

BANK.....

BRANCH.....Kolkata/Haldia.

(OFFICIAL SEAL OF THE BANK)

INTEGRITY PACT

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

Preamble

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

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

NOW, THEREFORE

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

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

Section-1:Commitments of the Principal/employer.

(1) The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles:-

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

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

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

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

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

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

Section- 4: Compensation for Damages.

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

Section -5: Previous transgression.

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

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

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

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

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

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

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

Section-9: Facilitation of Investigation:

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

Section-10: Pact Duration:

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

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

Section-11: Other provisions:

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

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

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

Place.....

Date.....

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.1 There shall be compulsory registration of Indian agents of foreign suppliers for all Tender. An agent who is not registered with KoPT shall apply for registration in the prescribed Application - Form.
 - 1.2 Registered agents will file an authenticated Photostat copy (duly attested by a Notary Public) / Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission / remuneration / salary / retainer ship being paid by the principal to the agent before the placement of order by KoPT.
 - 1.3 Wherever the Indian representatives have communicated on behalf of their principals and foreign parties have stated that they are not paying any commission to the Indian agents and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 DISCLOSURE OF PARTICULARS OF AGENTS / REPRESENTATIVES IN INDIA. IF ANY.
- 2.1 Bidders of Foreign nationality shall furnish the following details in their offer:**
- 2.1.1 The name and address of the agents / representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent / representative be a foreign Company, it is to be confirmed whether it is real substantial Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission / remuneration included in the quoted price(s) for such agents / representatives in India.
 - 2.1.3 Confirmation of the Bidder that the commission / remuneration if any, payable to his agents / representatives in India, is to be paid by KoPT in Indian Rupees only.
- 2.2 Bidders of Indian Nationality shall furnish the following details in their offers:**
- 1.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agent of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents / representatives.
 - 1.2.2 The amount of commission / remuneration included in the price (s) quoted by the bidder for himself.
 - 1.2.3 Confirmation of the foreign principals of the Bidder that the commission / remuneration, if any, reserved for the Bidder in the quoted price (s), is paid by KoPT in India in equivalent Indian Rupees.
 - 1.3 In either case, the event of contract materializing, the terms of payment will provide for payment of the commission / remuneration, if any payable to the agents / representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
 - 1.4 Failure to furnish correct and detailed information as called for in paragraph - 2.0 above will render the concerned tender liable for rejection or in the event of a contract materializing, the same liable to termination by KoPT. Besides this there would be a penalty of banning business dealings with KoPT or damage or payment of a named sum.

Concept note: Usage of split hopper barges for dredging at Hugli estuary

1. Context

The current navigation channel to Haldia Dock System passes through two major sand bars - Auckland and Jellingham which currently limit the draft of the channel. The bars which are currently at approximately 4.5 (Auckland) and 4m (Jellingham) below chart datum need dredging around the year for maintenance.

Currently, this maintenance dredging work is contracted to the Dredging Corporation of India and costs ~INR 380 Cr. per year. The current dredging is accomplished by four trailer suction hopper dredgers (two of 5500cbm hopper capacity and two of 4500 cbm hopper capacity).

Distance to the dumping site and time lost in traveling is a key issue for maintenance dredging at Hugli. The dredgers dredge at Jellingham and Auckland and deposit most of the silt at Sagar dumping site. Sagar dumping site, which is the main dumpsite for Hugli river dredging is ~ 42KM south of Jellingham and ~15-20NM south of Auckland on an average. The dredgers therefore spend nearly 70% of their time traveling up and down the channel and only the remaining time is spent dredging.

KoPT has introduced two additional techniques - side casting and short dumping to improve the utilization of dredger and this has resulted in some improvement in the same. The major issue, however is that both the methods are limited in the amount of silt that can be disposed using them and the dredgers have to take recourse to Sagar dump site for ~90% of silt even after adopting both the techniques.

Internationally, where long distances are involved between dredge site and dump site, one of the techniques that is adopted is to leverage split hopper barges to convey silt to dump site. This way, the costlier time of dredger is substituted by cheaper barge time in transportation of the dredged materials enabling dredgers to spend more time dredging. This technique is currently employed in dredging of Yangtze river for Port of Shanghai in China and for the dredging of Rio de la Plata river leading to the port of Buenos Aires in Argentina.

This note examines the prospect of using the barge loading technology for dredging at Jellingham bar. This technology as per initial studies can complement the two techniques that KoPT has already successfully deployed (side casting and short dumping) and result in substantial operational savings.

2. Barge loading technology

Barge loading technology comprises of the following steps:

1. Barge moors with the trailer suction hopper dredger (TSHD)
2. TSHD loads the barges directly instead of loading its own hopper
3. Once full, the barge casts off from the TSHD and moves to the dumping site
4. Another barge moors with the TSHD in its place and the dredging continues

Dredging at Jellingham currently involves removal of ~4MMT of silt annually. This translates to a hopper load of ~40,000 cbm per day assuming 325 days of dredging. Currently, this is done by two dredgers (with 5500 cbm hopper capacity) each doing ~4-5 loads per day.

With the use of split hopper barges of ~3000-3500 cbm capacity, the dredging job is expected to be done with one dredger of 4500 cbm capacity and 3 split hopper barges. The barges are assumed to move at a speed of 9 knots (as per Vuyk engineering standard for 3000cbm barges) and have a cycle time of ~6 hrs. The barges are expected to have a draft of ~5m enabling it to navigate through the channel during most of the time.

Assuming that the barge loading takes 1.5 hours (loading, mooring and cast off), total barge loading operation will take only 15-18 hrs. The dredger can use the remaining time for side casting in spring tide or short dumping during neap tide. The table below gives the detailed calculation.

Table 1: Estimation of number of barges needed

Speed of barge	9
Loading time	1.5
UJLB	
Distance to dump site	22
Barge TRT	6
Volume	39560
Number of self loads	2
Volume to be dumped by barges	30560
Barge capacity	3000
Number of barge loads	10
Number of loads per barge	3
Total number of barges	3

3. Expected cost of operation

The cost of operation for the 4500 cbm dredger + 3 barges system is estimated to be around ~INR 100-120 Cr. The detailed calculations are given in the tables below:

Table 2: Operating cost of dredger (for one dredger)

	USD	INR Cr.
Amortization	2,000,000	12.0
Interest cost	3,600,000	21.6
Fuel	1,514,500	9.1
Salary	1,120,000	6.7
Maintenance	3,000,000	18.0
Total	11,234,500	67.4

Table 3: Operating cost of split hopper barge

	USD	INR Cr.
Amortization	266,667	1.6
Interest cost	240,000	1.4
Fuel	1,053,000	6.3
Salary	300,000	1.8
Maintenance	200,000	1.2
Total	2,059,667	12.4

Table4: Total cost with current dredging volume

	USD	INR Cr.
Number of dredgers	1	
Number of barges	3	
Cost of dredger	11,200,000	67
Cost of barges	6,180,000	37
Total	17,400,000	105

4. Key assumptions taken

	Unit	Value
Cost of dredger	USD	60,000,000
Fuel consumption (IFO 80)	MT per 24 hrs	20
Maintenance	%	5%
Crew	Number of people	32
Average salary per crew	USD per month	35000

Cost of barge	USD	4,000,000
Fuel consumption (HSD)	Ltrs/hr	150
Maintenance	%	5%
Crew	Number of people	12
Average salary per crew	USD per month	25000

Cost of IFO 180	USD/MT	233
Cost of HSD	USD/Ltr	0.9
Number of operational days	Days	325
Dredger economic life	Years	30
Barge economic life	Years	15

Format For Power Of Attorney For Signing Of Tender

(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 10)

Dated: _____

POWER OF ATTORNEY

To whomsoever it may concern

Mr. _____ [Name of the Person(s)], residing at _____ [Address of the person(s)], acting as _____ (Designation of the person and name of the firm), and whose signature is attested below, is hereby authorized on behalf of _____ [Name of the Tenderer (in case of a consortium, name of the lead member)] to sign the tender [(Tender No.and (Tender subject- ".....")]] and submit the same and is hereby further authorized to provide relevant information/ document and respond to the enquiry's etc. as may be required by Kolkata Port Trust (KoPT) in respect of the tender.

And I/ we hereby agree that all acts, deeds and things lawfully done by our said attorney shall be construed as acts, deeds and things done by us and I/ we undertake to ratify and confirm all and whatsoever that my / our said attorney shall lawfully do or cause to be done for me / us by virtue of the power hereby given.

(Attested signature of Mr. _____)

For _____ (Name of the Tenderer / Consortium Members
with Seal)

Note –

(In case of Consortium, representative of all members must sign)

Format For Power Of Attorney For Lead Member Of Consortium

(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 10)

POWER OF ATTORNEY

Whereas Haldia Dock Complex, Kolkata Port Trust ("the Authority") has invited tenders from interested parties for "....." (Tender No.).

Whereas,,, And (collectively the " Consortium") being members of the Consortium are interested in bidding for the Tender in accordance with the terms and conditions of the Tender Document and other connected documents in respect of the said tender, and

Whereas, it is necessary under the Tender Document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Tender and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s. having our registered office at, M/s..... having our registered office at, M/s. having our registered office at, and M/s. having our registered office at, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the "Principals") do hereby designate, nominate, constitute, appoint and authorize M/s. having its registered office at, being one of the members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorize the Attorney to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the contract, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid(s) for the tender, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre Bid and other conferences/meetings, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid(s) of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's

bid(s) for the tender and/or upon award thereof till the Agreement is entered into with the Authority.

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

IN WITNESS HEREOF WE HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS
DAY OF20**

For

.....

(Name & Title)

For

.....

(Name & Title)

For

.....

(Name & Title)

Witnesses:

1.

2.

.....

(To be executed by all the members of the Consortium)

Profile Of The Tenderer

1.
 - (a) Name
 - (b) Country of incorporation
 - (c) Address of the corporate headquarters and its branch office(s), if any in India.
 - (d) Date of incorporation and commencement of business.
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in connection with implementation of the tender.
3. Details of individual(s) of the tenderer (Lead Member in case of Consortium) who will serve as the point of contact/ communication with KoPT.
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
(Land & Mobile)
 - (f) E-Mail Address :
 - (g) Fax Number :
4. Details of Authorized Signatory of the Tenderer:
 - Name :
 - Designation :
 - Company :
 - Address :
 - Telephone No. :
(Land & Mobile)
 - Fax No. :
 - Email Address :
5. In case of a Consortium:

- a. The information above (1-4) should be provided for all the members of the consortium.
- b. information regarding role of each member should be provided as per table below:

Sl. No.	Name of Member	Role
1.		
2.		
3.		
4.		

Signature of Power of Attorney Holders

Name:

Designation:

Date :

Seal

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

Maintenance dredging in Hugli Estuary

	Name of the similar project / work executed successfully.	Period of the project	Value of the project
Single Entity			
Consortium Member 1			
Consortium Member 2			

Instructions:

1. The single entity tenderer / each member of consortium should furnish its details in the appropriate column.
2. The description of each of the project shall have to be provided while giving the following details:
 - (a) Location of the project
 - (b) Contact details of the concerned dredging projects
 - (i) Name of Contact Person(s)

- (ii) Designation(s)
- (iii) Address
- (iv) Telephone/Mobile No.
- (v) Fax
- (vi) Email

Signature of Power of Attorney Holder(s).....

Name:

Designation:

Date:

Seal:

CERTIFIED BY

Name of Chartered / Certified Accountant Firm

Registration Number & other details

Name of the Signatory.....

Signature

Designation

Date

Seal

APPENDIX-6**Details Of Financial Capability Of The Tenderer**

(In Rs. Crore)

Applicant Type	Annual Financial Turn Over
	Average on last 3 years
Single entity Tenderer	
Consortium Member 1	
Consortium Member 2	
Consortium Member 3	
Consortium Member 4	

Please add more rows depending upon Consortium Members.

Instructions:

1. The Single Entity Tenderer/ each members of Consortium should submit its details in the appropriate column.

Signature of Power of Attorney Holder(s).....

Name:

Designation:

Date :

Seal

CERTIFIED BY

Name of Chartered Accountant Firm

Registration No. & other details

Name of the Signatory

Signature

Designation

Date

Joint Bidding Agreement

(To be executed on Non-Judicial Stamp Paper of at least Rs. 60/-)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the **"First Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the **"Second Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the **"Third Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND

4. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the **"Fourth Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned parties of the FIRST, SECOND, {THIRD and FOURTH} PART are collectively referred to as the **"Parties"** and each is individually referred to as a **"Party"**

WHEREAS,

- (A) [KOLKATA PORT TRUST, established under the Major Port Trusts Act-1963 and having Principal Office at 15, Strand Road, Kolkata-700001 (hereinafter referred to as the **"KoPT"** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited offers by its Request through NIT No. dated(the **"TENDER DOCUMENT"**) for

selection of successful tenderer for the contract as proposed in the said tender document.

- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the tender document and other documents in respect of the work, and
- (C) It is a necessary condition under the tender document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Offer.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the tender document.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for the purposes of jointly participating in the Tendering Process for the Work.
- 2.2 The Parties hereby undertake to participate in the Tendering Process only through this Consortium and not individually and/ or through any other consortium constituted for this work, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the successful tenderer and awarded the contract, it shall incorporate a special purpose vehicle (the "**SPV**") under the Indian Companies Act 1956 for entering into an Agreement with the KoPT and for performing all its obligations as the successful tenderer in terms of the Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the tendering process and till all the obligations of the SPV shall become effective;
- (b) Party of the Second Part shall be {the Technical Member of the Consortium ;}
- {(c) Party of the Third Part shall be the Financial Member of the Consortium; and}
- {(d) Party of the Fourth Part shall be the Operation and Maintenance Member/ Other Member of the Consortium.}

[Note: Status of the members in (b), (c) and (d) are only illustrative. More/less parties may form the Consortium and changes may be made accordingly to the JBA]

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the work and in accordance with the terms of the tender document till completion of the contract.

6. Shareholding in the SPV

- 6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

{Third Party:}

{Fourth Party:}

- 6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till completion of two years from the date of commencement of the contract, be held by the Parties of the First, {Second and Third} Part whose experience and net-worth have been reckoned for the purposes of pre-qualification in terms of the tender document.

- 6.3 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times till completion of two years from the date of commencement of the contract.

- 6.4 The Parties undertake that they shall comply with all the requirements as stipulated in the tender document vide N.I.T. No. dated

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power to enter into this Agreement with KoPT;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and KoPT to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) Require any consent or approval not already obtained;
 - (ii) Violate any Applicable Law presently in effect and having applicability to it;
 - (iii) Violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the contract is achieved under and in accordance with the terms of the tender, in case the contract is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the work or does not get selected for award of the contract, the Agreement will stand terminated in case the Tenderer is not pre-qualified or upon return of the Earnest Money by the KoPT to the Bidder, as the case may be.

9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the KoPT.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART by

(Signature)

(Name)

(Designation)

(Designation)

(Address)

(Address)

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

THIRD PART by:

FOURTH PART by

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and KoPT to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Covering Letter

Dated :

To,

General Manager, Marine
Kolkata Port Trust,

Dear Sir,

1. I/we, _____ (Name of tenderer) having examined the Tender Document and understood its contents, hereby submit our tender for at Haldia Dock Complex, Kolkata Port Trust.
- 2 All information provided in the tender including Addenda and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.
3. I/We shall make available to Kolkata Port Trust (hereinafter referred to as KoPT) any additional information it may find necessary or require to supplement or authenticate the Tender
4. I/we acknowledge the right of KoPT to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/we also certify the following
 - a. I/we / any of the consortium member (as the case may be) have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind
 - b. I/we certify that in the last three years, I/We/any of the consortium members or our / their associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority/entity nor have had any contract terminated by any public authority / entity for breach on our part.

6. I/we declare that :

- a) I/we have examined and have no reservations to the Tender Document, including the Addenda issued by KoPT thereon.
- b) I/we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.

7. I/we understand that KoPT reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.

8. _____(Name of Tenderer) hereby undertakes that I/we will abide by the decision of KoPT in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by KoPT in this regard.

Thanking you,

Yours faithfully,

Signature of Power of Attorney Holder(s).....

Name:

Designation:

Date :

Seal

DAILY DREDGING REPORT
PORT:

Attachment-X
DATE:

DREDGER:

Tidal information				Day----- Date----- Mean Lt. Draft-----Mtrs Day of tide-----Mean Lt Displacement-----Tons Total Time worked-----Hrs-----Min-----Sec On hire -----Off hire-----	Week No: DDR No.:
Location	High & Low water	Time	Height (in Mtrs)		

Sl. No.	Load No.	Location		Tide	Latitude		Dredging		Passage						Others		NHL (T)	HV (M³)	Distance (NM)	Remarks
		Area	Track		From	To	Start	End	Load		Dumping		Empty							
									Start	End	Start	End	Start	End	Start	End				
1																				
2																				
3																				
Total																				

Client Representative

Master

Attachment-Y**(I) Details in respect of the Company /Firm (Indian /Foreign).**

Sl. No.	Name of Firms / Bidders.	Date of registration of the Company.	Address of Head Office, Regional Office and Registered Office.	Previous name of the company if any.	Details of earlier approvals, if any (ref. No. & date)

Attachment-Y**(II) Details in respect of Director.**

Sl. No.	Full name of Board of Directors.	Present position held with date (since when).	Date of Birth.	Parentage.	Present Permanent address. &	Nationality.	Passport No. and issue date if any.	Contact address & telephone number.
1	2	3	4	5	6	7	8	9

Attachment-Y**(III) Details of Shareholders of applicant company (All firms /companies/entities/individuals having shareholding more than 10%.**

Sl. No.	Full name.	Parentage Father/Mother.	Date of Birth.	Permanent address.	Present address.	Present position held in the company if any.	Nationality (if holding dual nationality, both must be clearly mentioned).	% of shares held in the Company.

Attachment-Y

Annexure

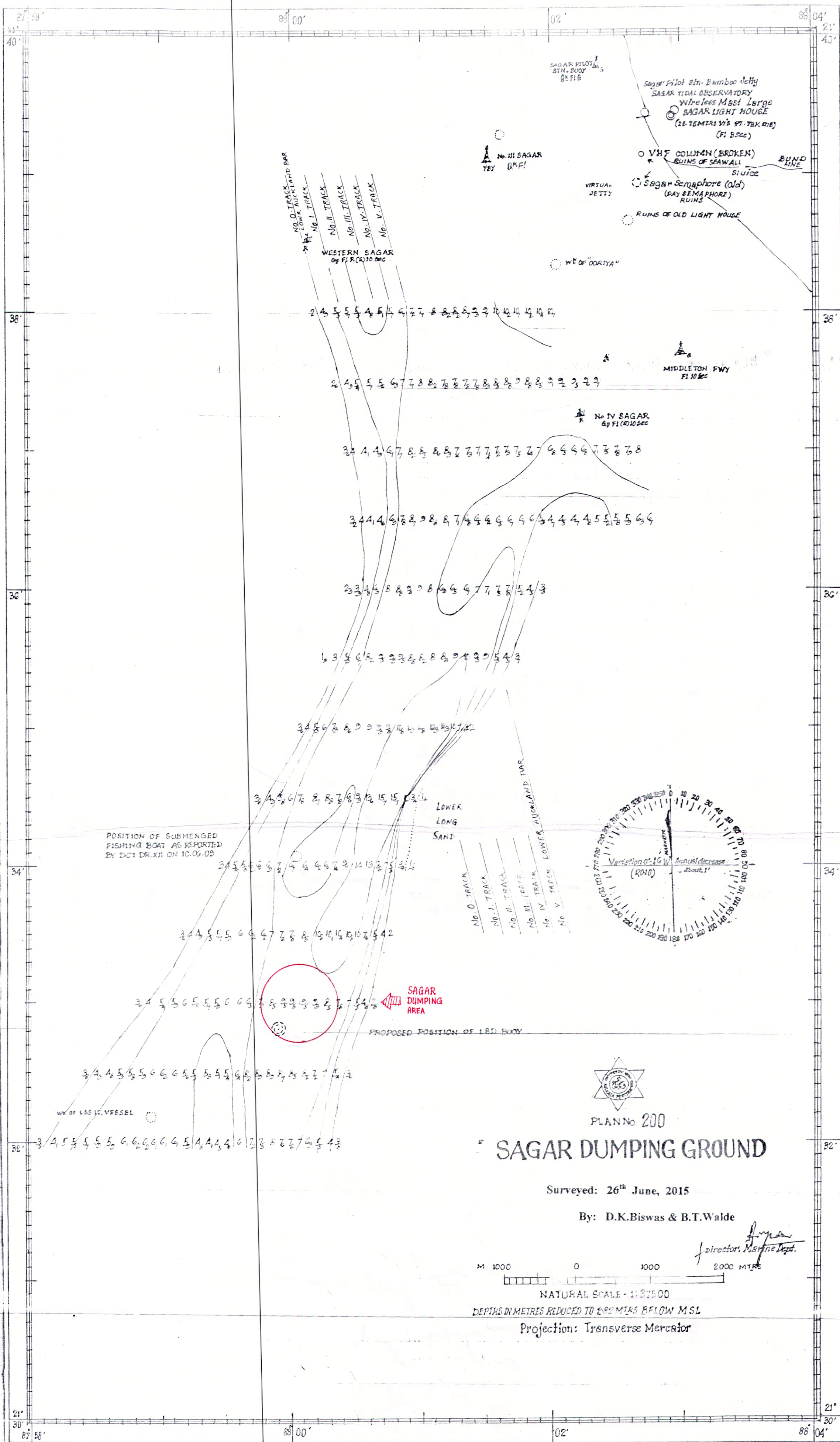
(IV) Details of criminal cases, if any against the Company / Director (s) as per Annexure.

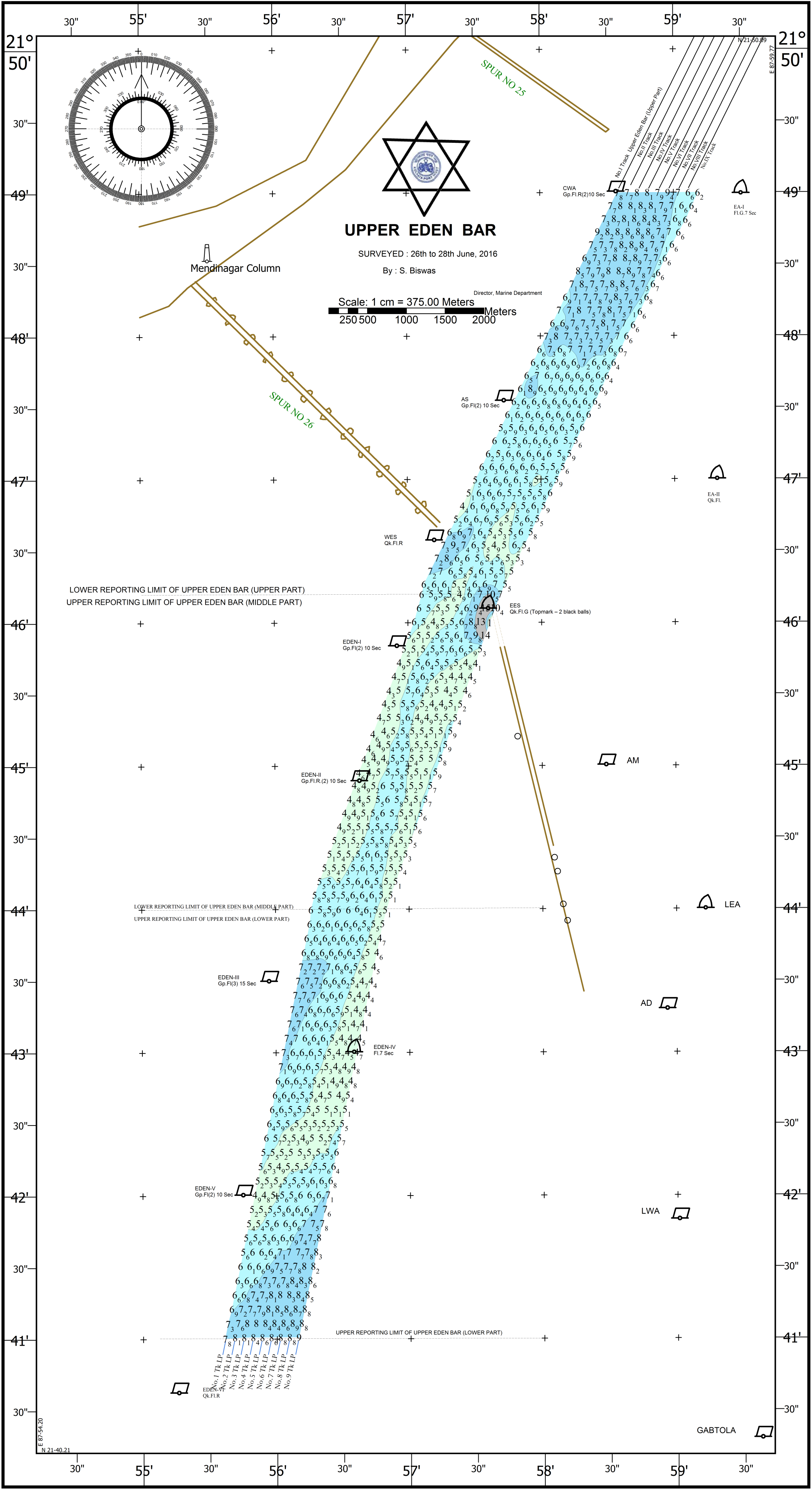
SECRET

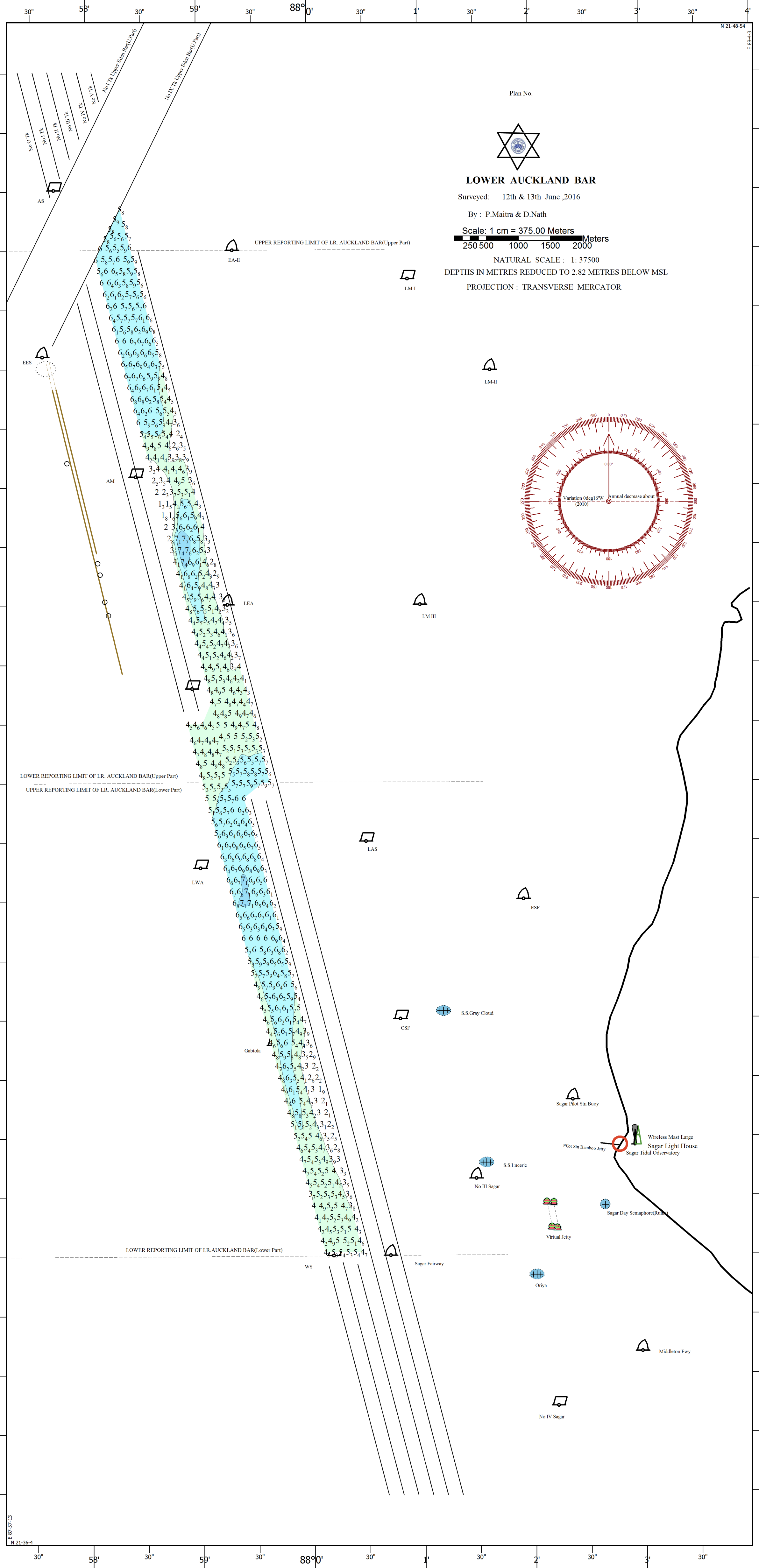
Self declaration for company of Director(s) for whom security clearance is sought.

- a. Name and address and registration number of the company:
- b. Name and address of owners, promoters and directors of the company:
 1. -----
 2. -----
 3. -----
 4. -----
- c. Is the company owners, promoters or directors listed above the subject of any:
 1. Preventive detention proceedings (PSA/NSA etc.): Yes / No.
 2. Criminal proceedings : Yes / No.
- d. If, Yes. Please provide following details.
 1. Detention / Case /FIR/ Warrant number:
 2. Police station / District / Agency :
 3. Section of law:
 4. Name and place of the court:
- e. The above mentioned details are in respect of both India and any other foreign country.

Note: The above self declaration is required to be filled and signed by the authorised signatory of the company.







Plan No.



LOWER AUCKLAND BAR

Surveyed: 12th & 13th June, 2016

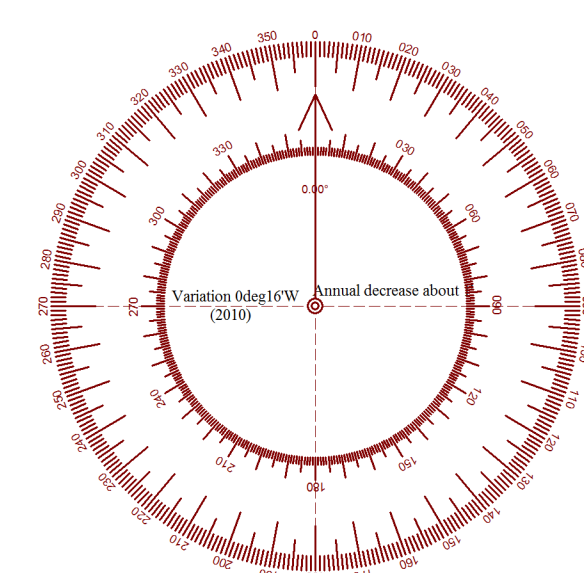
By : P.Maitra & D.Nath

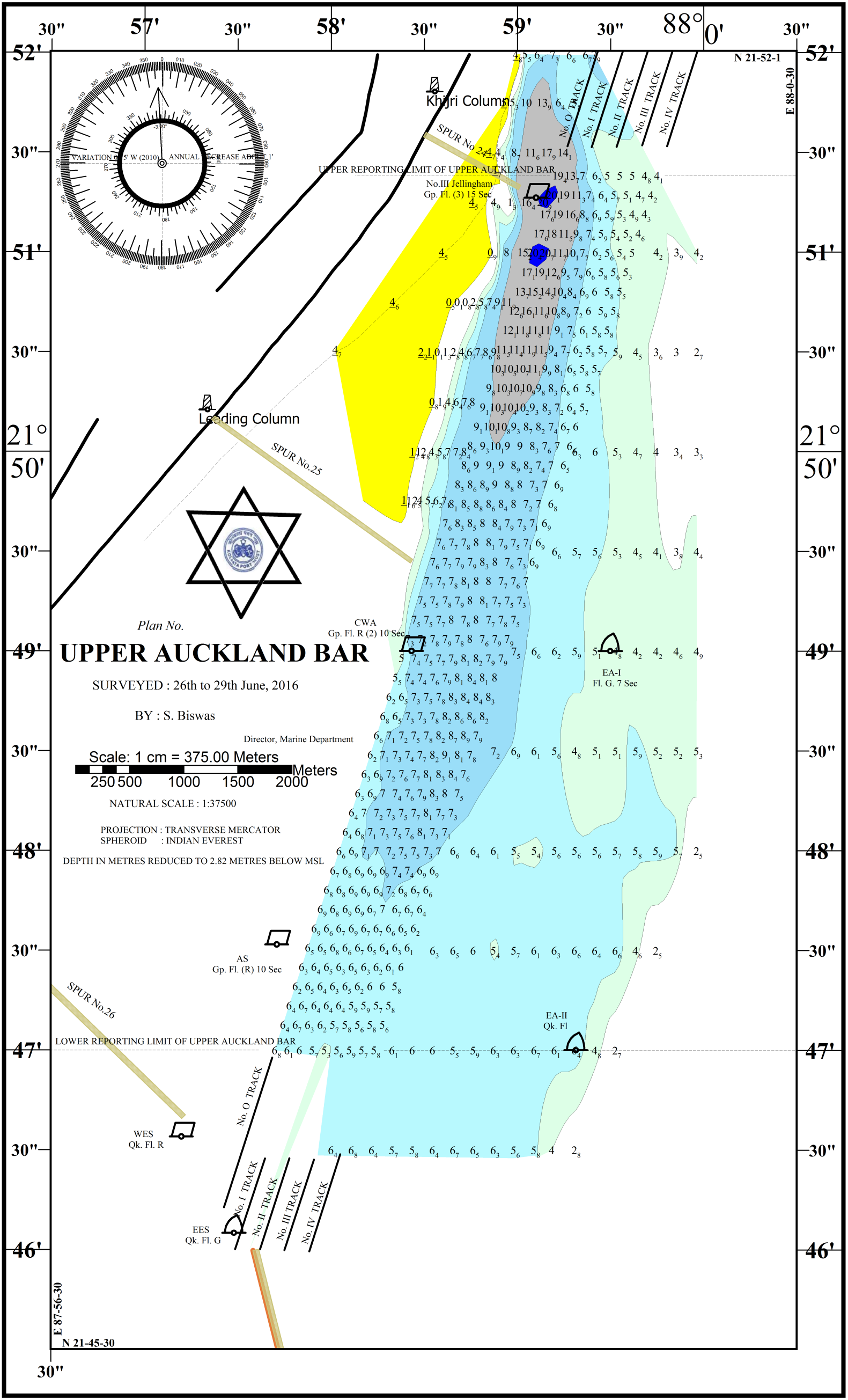
Scale: 1 cm = 375.00 Meters
250 500 1000 1500 2000 Meters

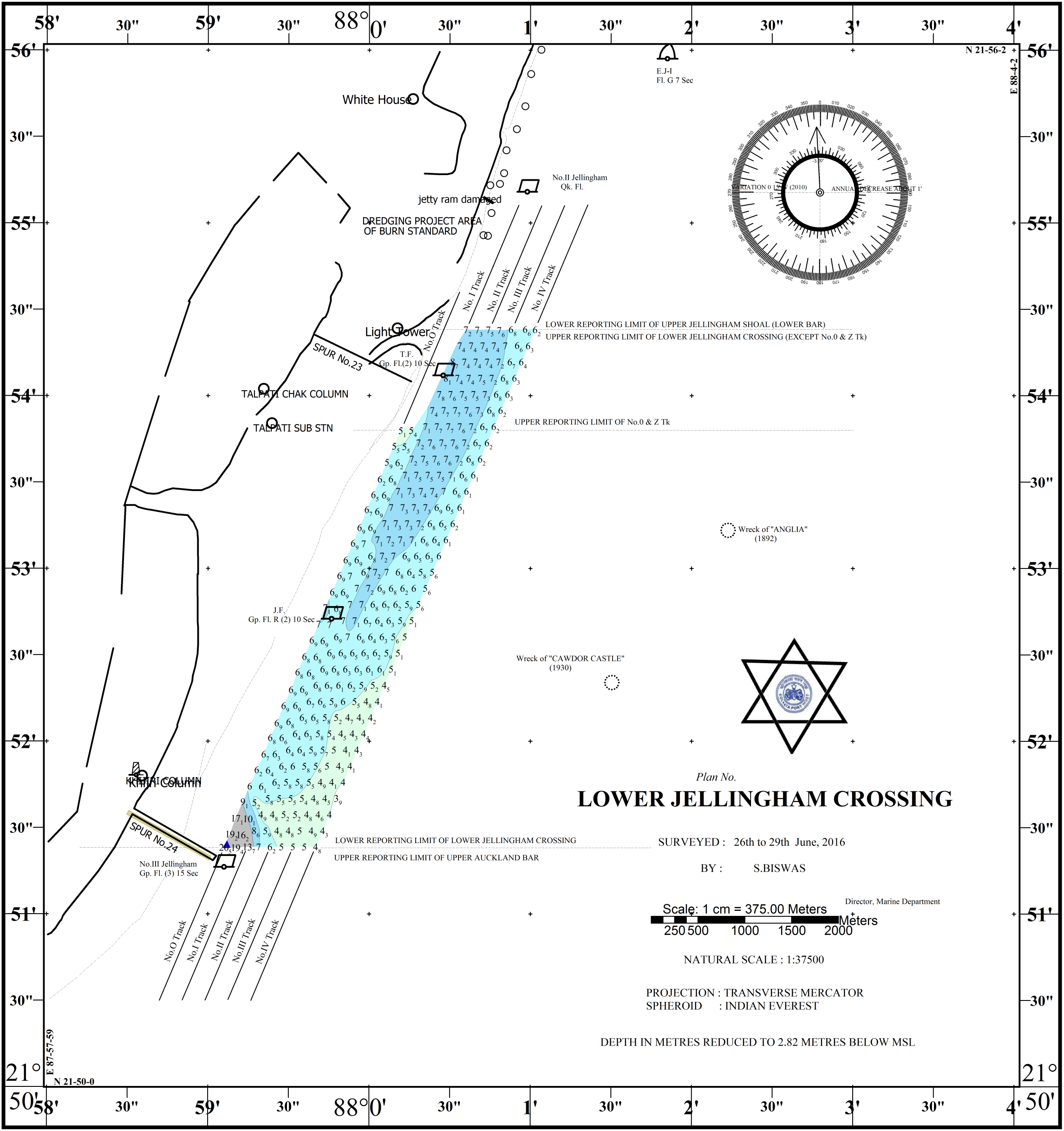
NATURAL SCALE : 1: 37500

DEPTHS IN METRES REDUCED TO 2.82 METRES BELOW MSL.

PROJECTION : TRANSVERSE MERCATOR





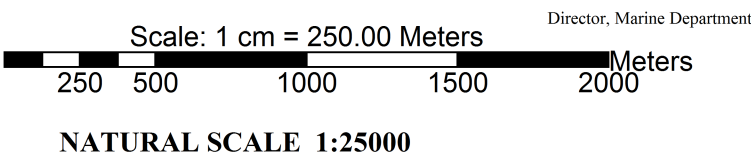




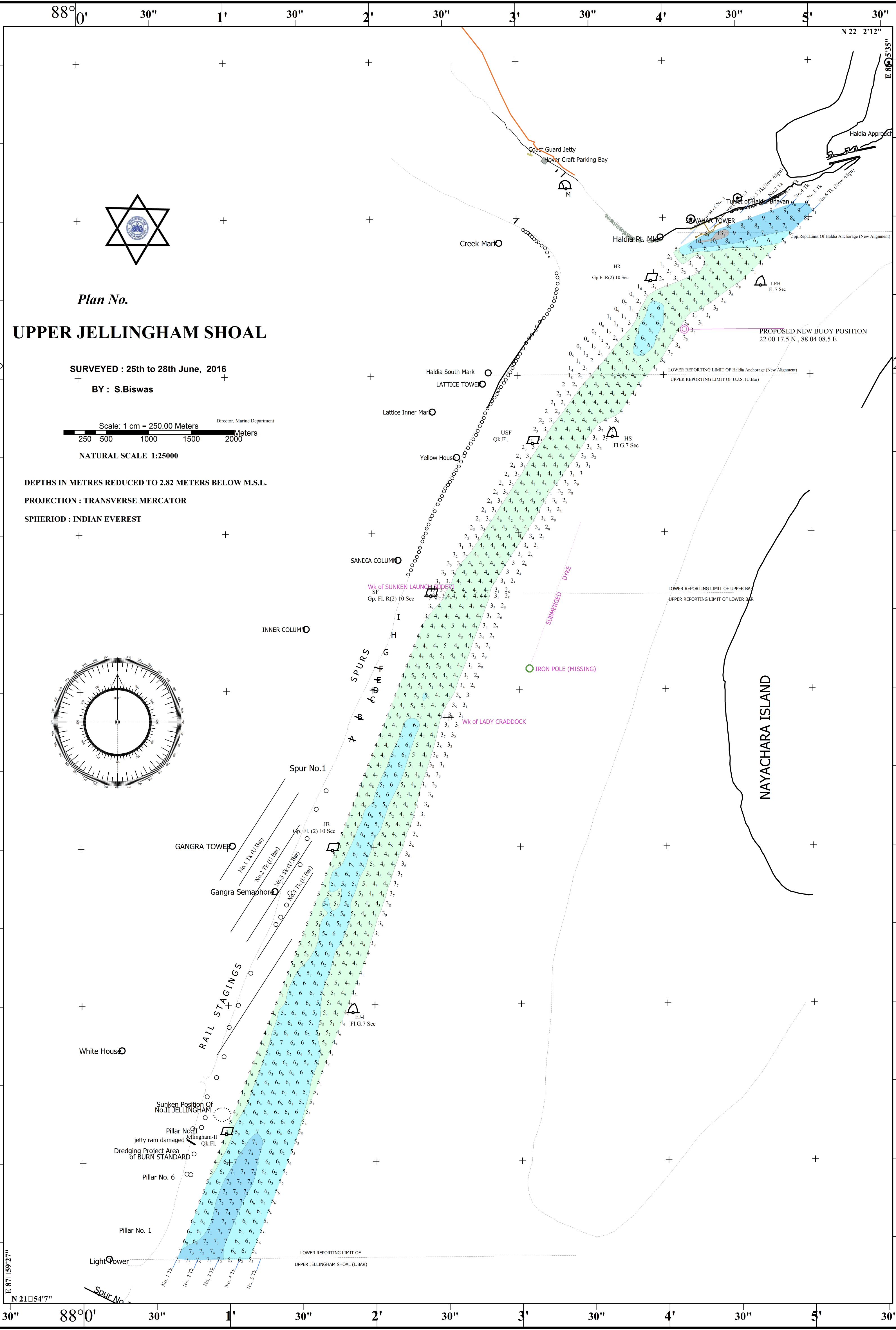
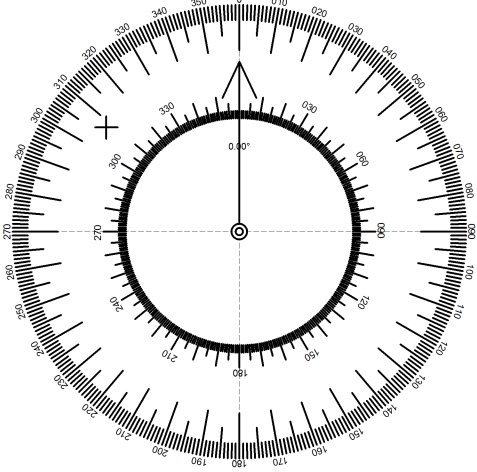
Plan No.

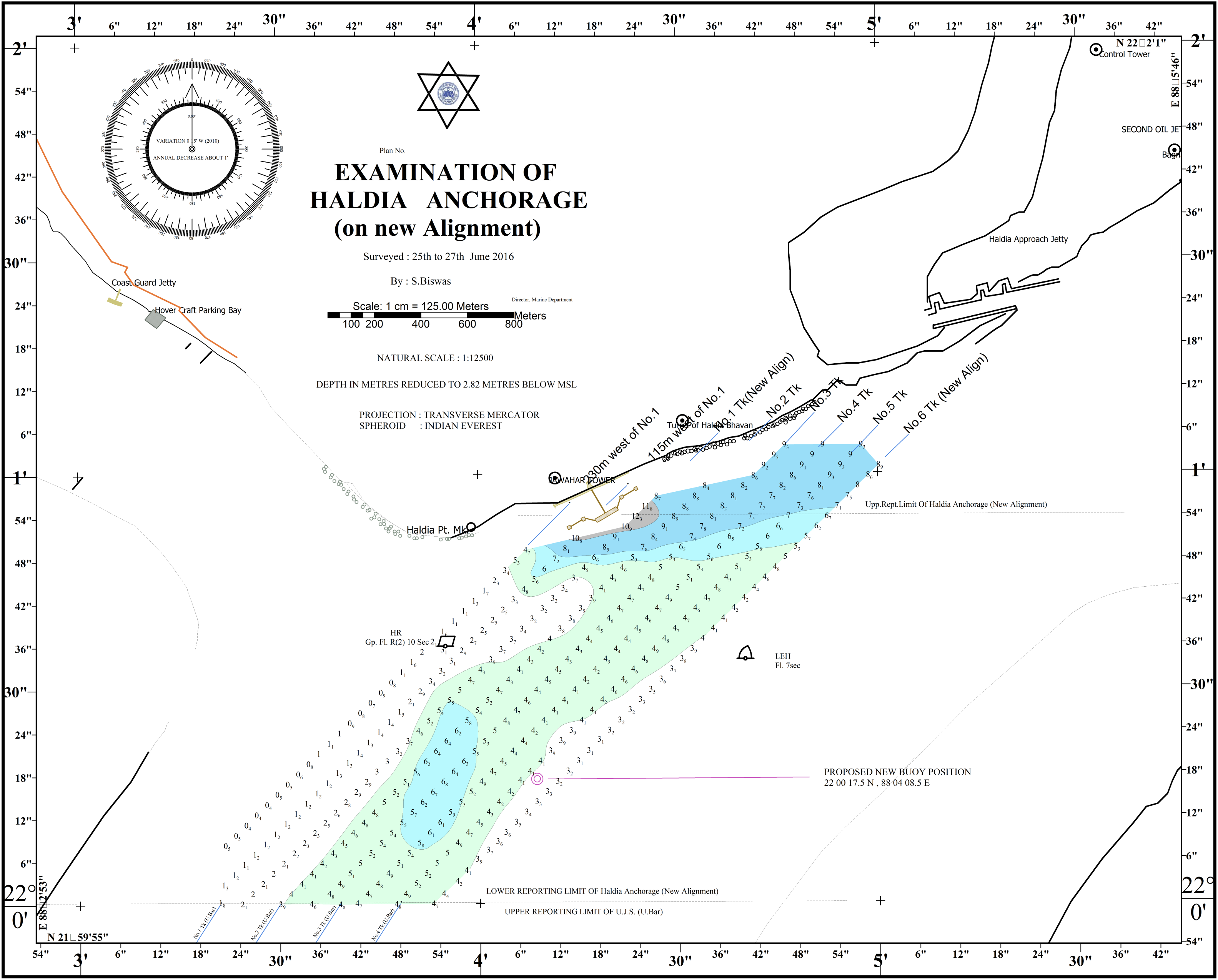
UPPER JELLINGHAM SHOAL

SURVEYED : 25th to 28th June, 2016
BY : S.Biswas



DEPTHS IN METRES REDUCED TO 2.82 METERS BELOW M.S.L.
PROJECTION : TRANSVERSE MERCATOR
SPHERIOD : INDIAN EVEREST





GENERAL CONDITIONS OF CONTRACT
FORMS AND AGREEMENTS

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

CALCUTTA PORT TRUST
CALCUTTA DOCK SYSTEM
& HALDIA DOCK COMPLEX
MAY, 1993

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GENERAL CONDITIONS OF CONTRACT

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DEFINITIONS

CHAPTER - I

1. DEFINITIONS.

1.0	In the contract, as here-in-after defined, the following works 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 Calcutta, a body corporate under Section 3 of the Major Port Trust Act, 1963, including their successors, representatives and assigns.	Employer
1.2	"Chairman" means the Chairman of the Board and includes the person appointed to act in his place under Section 14 and 14A of the Major Port Trusts Act, 1963.	Chairman
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 representatives heirs, successor and assigns, if any permitted by the Board/Chairman.	Contractor
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.	Engineer
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 Clause 2.4 to 2.6 hereof.	Engineer's Representative
1.6	"Work" means the Work to be executed in accordance with the Contract and includes authorised "Extra Works" and "Excess Works" and Temporary Works.	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 godowns, platforms and bins for stacking building materials , gantries, temporary tracks and roads, temporary culverts and mixing platforms.	Temporary works

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., Bill of Quantities) of the tender. "Excess Works" means the required quantities of work in excess of the provision made against any item of the Bill of Quantities.	Extra works and Excess works.
1.9	"Specifications" means i.e. relevant and appropriate Bureau of Indian Standard's Specifications(latest revisions) for materials and workmanship unless stated otherwise in the Tender.	Specification
1.10	"Drawings" means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.	Drawings
1.11	"Contract" means and includes the General and Special Conditions of Contract, Specifications, Drawings, priced Bill of Quantities, the Tender/Offer, the Contract Agreement, if separately entered into and the Schedule of Rates and Price, if any, adopted by the Trustees at their discretion.	Contract
1.12	"Constructional Plant" means all appliances or things of whatsoever nature required 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.	Constructional Plant
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.	Site
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 deductions there from as may be made by the Engineer under the provisions here-in-after contained	Contract Price
1.15	"Month" means English Calender Month.	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 or any portion of the works in respect of which are herein collectively referred to as the excepted risks).	Expected Risks
1.17	Word importing the singular only, also includes the plural and vice-versa where the context so requires.	Singular / plural

1.18	The heading 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.	Headings / Marginal Notes
1.19	Unless otherwise stipulated the word "Cost" shall be deemed to include overhead costs of the contractor, whether on or off the site.	

2.0 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 Engineers' direction on any matter whatsoever.	Engineer's Authority
2.2	The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 hereof, from the Engineer's Representative.	Authority of Engineer's Representative
2.3	The Engineer shall have full power and authority: <ul style="list-style-type: none"> (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 or proper and adequate execution and maintenance of the works and the contractor shall carry out be bound by the same. (b) to alter or modify the specification of any material and workmanship and to inspect the work at any time. (c) to order for any variation, alteration and modification of the work and for extra works. (d) to issue certificates as per contract. (e) to settle the claims & disputes of the Contractor and Trustees, as the first referee. (f) to grant extension of completion time. 	Engineer's Power
2.4	The Engineer & Representative shall: <ul style="list-style-type: none"> (i) watch and supervise the works, (ii) test and examine any material to be used or workmanship employed in connection with the work, (iii) have power to disapprove any material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard, (iv) take measurements of work done by the contractor for the purpose of payment or otherwise, (v) order demolition of defectively done work for its 	Power of Engineer's Representative

	<p>reconstruction all by the Contractor at his own expense,</p> <p>(vi) have powers to issue alteration order not implying modification of design and extension of completion time of work and</p> <p>(vii) have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Contractor.</p>	
2.5	<p>Provided always that the Engineer's Representative shall have no power:</p> <p>a) to order any work involving delay or any extra payment by the Trustees,</p> <p>b) to make variation of or in the works and</p> <p>c) to relieve the Contractor of any of his duties or obligations under the Contract.</p>	Limitation of Engineer's Representative's Power
2.6	<p>Provided also as follows:</p> <p>(a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking-up thereof and re-constructing of the contractor's cost and the contractor shall have no claim to compensation for the loss sustained by him.</p> <p>(b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.</p> <p>(c) Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in the Engineer to his Representative in writing shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation.</p>	Engineer's Over-riding Power

3.0 THE TENDER /OFFER AND ITS PRE-REQUISITES.

3.1	<p>The Contractor shall, before making out and submitting his tender/offer, be deemed to have inspected and examined the site, fully considered all factors, risks and contingencies, which will have direct and indirect impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration:</p>	The Tender must encompass all relevant aspects / issues
	<p>(a). The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and</p>	Site & Local condition

	climatic conditions, the means of access to the site and all other local conditions including the likely charges and costs for temporary way-leave, if any, required for the work.	
	(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.	Drawing / Specification / nature & extent of work to be done
	(c) The accommodation required for the workmen and site office, mobilisation/demobilisation and storage of all plant, equipment and Construction materials.	Accommodation for Contractor's men / 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 at Contractor's cost.	Water for drinking etc. / Electrical power
	(e) Payment of taxes and duties and compliance of all applicable statutes, 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.	Payment of Taxes / duties and observance of all statutes.
	(f) Payment of all kinds of stamp-duty for executing the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds.	Payment of Stamp Duty by the Contractor
3.2	The Contractor's tender shall be in ink on the Tender Forms supplied by the Trustees, unless stipulated otherwise in the Notice-Inviting the Tender and shall be faultless in figures and free from erasing: Corrections, if any, shall only be made by scoring out and initialling of the revised figure.	
3.3	If required by the Engineer or the Trustees, the Contractors in their tender or subsequently, shall disclose the names of their 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.	Disclosure of Owners' name
3.4	(a) Unless otherwise stipulated in the Notice Inviting the Tender/offer, every tender must be submitted with Earnest Money of the amount calculated as per the following scale.	Earnest Money and Security Deposit.

Estimated value or work	Amount of Earnest Money	
	For works contract	For contract of supplying materials or equipment only.
Upto Rs.1,00,000	5% of the estimated value of work.	1% of the estimated value of work.
Over Rs.1,00,000	2% of the estimated value of work subject to maximum of Rs.20,000/- and minimum of Rs.5,000/-	½% of the estimated value of work subject to a maximum of Rs.10,000/- and minimum of Rs.1,000/-

Scale of E.M. Deposit.

	<p>(b) Earnest Money shall be deposited with the Trustee's treasurer in cash or by Banker's Cheque of any Calcutta Branch of a Nationalised Bank of India drawn in favour of Calcutta Port Trust or in the form of an "Account Payee" Draft of any Nationalised Bank of India drawn in favour of "Calcutta Port Trust" and payable at Calcutta/Haldia Holding as the case may be and the receipt granted thereof be kept attached to the Tender/offer in the Sealed Cover.</p> <p>(c) Earnest Money of un-accepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalised Bank of Calcutta/Haldia.</p> <p>(d) The enlisted (registered) Contractors of the Trustees who have deposited fixed Security with the Trustees' FA&CAO/Manager(Finance) according to his Class or Registration, shall be exempt from depositing the Earnest Money, as per the following scale:</p> <table border="1"> <thead> <tr> <th>Class of Registration</th><th>Amount of Fixed Security</th><th>Financial limit of each tender.</th></tr> </thead> <tbody> <tr> <td>A</td><td>Rs.10,000/-</td><td>Any tender</td></tr> </tbody> </table>	Class of Registration	Amount of Fixed Security	Financial limit of each tender.	A	Rs.10,000/-	Any tender	<p>Method of Paying E.M.</p> <p>Refund of E.M.</p> <p>Exemption from E.M. to Regd. Firms.,</p>
Class of Registration	Amount of Fixed Security	Financial limit of each tender.						
A	Rs.10,000/-	Any tender						

Class of Registration	Amount of Fixed Security	Financial limit of each tender.
A	Rs.10,000/-	Any tender

			priced upto Rs.2,00,000/-	Tender without E.M. liable to rejection. Forfeiture of EM before acceptance of offer.
B	Rs.5,000/-		Any tender priced upto Rs.1,00,000/-	
C	Rs.2,500/-		Any tender priced upto Rs.50,000/-	
<p>(e) (i) Tender submitted without requisite Earnest Money may be liable to rejection.</p> <p>(ii) If before expiry of the validity period of his Tender/offer, the tenderer amends his quoted rates or tender/offer making them unacceptable to the Trustees and /or withdraws his tender/offer, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees.</p> <p>(f) The Earnest Money of accepted Tender/offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Contractor after cancellation of the previous Receipt of Earnest Money.</p> <p>(g) Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done upto the stage of completion.</p>				E.M. to be converted to part S.D.
				Mode of recovery of balance S.D.
				Scale of S.D. Recovery
Value of work		% of Security Deposit for works contract	% of Security Deposit for Contract of supplying materials & equipments only	S.D. for supply, contracts to be deposited in advance
For works upto Rs.10,00,000/-		10% (Ten percent)	1% (One percent)	
For works costing more than Rs.10,00,000/- and upto Rs.20,00,000/-		10% on first Rs.10,00,000/- + 7½% on the balance	1% on first Rs.10,00,000/- + ½% on the balance.	
For works costing more than Rs.20,00,000/-		10% on first Rs.10,00,000/- + 7 ½% on next Rs.10,00,000/- 5% on the	1% on first Rs.10,00,000/-, ½% on next Rs.10,00,000/-, ¼% on the	
				No interest

	<table border="1"> <tr> <td></td><td>balance.</td><td>balance</td></tr> </table> <p>(h) Balance Security for Contract of supplying materials and equipment computed in terms of the percentages given above, shall have to deposited with the Trustees' Treasurer in advance and within 30 days from the date of placement of supply order, either in cash or by A/c. Payee Draft of a Nationalised Bank of India drawn in favour of Calcutta Port Trust and payable at Calcutta/Haldia, as the case may be.</p> <p>(i) No interest shall be paid by the Trustees to the Tenderer / Contractor and the amount of Earnest Money/Security Deposit held by the Trustees, at any stage.</p>		balance.	balance	payable on E.M. / S.D.
	balance.	balance			
3.5	<p>i. The Security Deposit shall be refunded to the Contractor or in terms of Clause 9.3 hereinafter and subject to deduction, if any, under the provisions of such 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 expiry of the said maintenance period and after the Engineer has certified the final completion of work in Form G.C.2 and the Contractor has submitted his "No Claim "Certificate in Form G.C.3.</p> <p>ii. The Security Deposit/Earnest Money may be liable to forfeiture at the opinion 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.</p>	<p>Mode of refund of S.D.</p> <p>Forfeiture of S.D.</p>			
3.6	If stipulated in the contract as a Special Condition, the contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from Calcutta/Haldia Branch, as the case may be, of any Nationalised Bank of India in the proforma annexed hereto and for the sum and period as mentioned in the letter of acceptance of the Tender/offer, within 15 days from the date of such letter, failing which the Contract shall be liable to be terminated and the earnest money shall be liable to forfeiture; all at the discretion of the Engineer. The cost of obtaining this or any other Bank Guarantee	Bank Guarantee in lieu of Cash S.D. in Certain Cases.			

	and/or the revalidation thereof, wherever required, has to be borne by the Contractor and it shall be his sole responsibility to arrange for timely revalidation of such Bank Guarantee, failing which and for non-fulfilment of any contractual obligation by the Contractor, the Engineer and/or the Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally.	
--	--	--

4.0 THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR.

4.1	<p>a) The contract documents shall be drawn-up in English language.</p> <p>(b) The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of the High Court at Calcutta, India, including the following Act:</p> <ol style="list-style-type: none"> 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 (1996) (in the case of a definite Arbitration Agreement only). 	<p>English Language to be used.</p> <p>Applicability of laws on the contract.</p>
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 "Contractor" here-in-before, shall collectively be the Contract.	Contractor to Execute Contract Agreement.
4.3	Several documents forming the contract are to be taken as mutually explanatory or 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.	Interpretation of contract documents - Engineers' Power.
4.4	Two copies of the Drawings referred to in the General and Special Conditions of Contract and in the Bill of Quantities, shall be furnished by the Engineer to the Contractors free of cost for his use on the work, but these shall remain the property of the Trustees and hence, the Contractor shall return them to the Engineer or his Representative on completion of the work, if not torn or mutilated on being	All Drawings are Trustees' property.

	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.	Contractor to prepare working / progress drawings.
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 or (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 "place rate" basis shall not be deemed to be subletting under this clause.	Contractor cannot sub-let the work.
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 to and from the site and in and about the work, 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.	Contractors' price is inclusive of all costs.
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/preposed/used by the Contractor.	Contractor is responsible for all construction process, except for correctness of design and specification formulated by the Engineer.
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	Contractor to submit his programme of

	<p>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.</p>	work.
4.10	<p>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 of site and instructions given to him by the Engineer or his Representative in writing shall be binding upon the Contractor subject to limitation in clause 2.5 hereof. The Contractor shall inform the Engineer or his Representative in writing about such representative/agent of him at site.</p>	Contractor to supervise the works.
4.11	<p>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.</p>	Contractor to deploy qualified men and Engineer's power to remove, Contractor's men.
4.12	<p>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 Representatives 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.</p>	Contractor is responsible for line, level and setting out etc.
4.13	<p>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 of his own cost as per instruction and to the satisfaction of the Engineer, failing which the Engineer</p>	Contractor is responsible to protect the work.

	<p>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 defects/damages if any caused to the work by the Contractor during such repairs and re-placement in the maintenance period.</p>	
4.14	<p>The Contractor shall at his own cost protect, support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not, which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/or any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract.</p>	<p>Contractor is to responsible for all damages to other structures / persons, caused by him in executing the work.</p>
4.15	<p>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 or 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 of the Trustees' expense as per the instruction of the Engineer's Representative.</p>	<p>Fossils, Treasure troves, etc. are Trustees' property.</p>
4.16	<p>The Contractor shall be deemed to have indemnified the Trustee, against all claims, demands, actions and proceedings and all costs arising there from on account of :</p> <ul style="list-style-type: none"> (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) Unauthorised 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 	<p>Contractor to indemnify the Trustees against all claims for loss, damages etc.</p>

	<p>person.</p> <p>(d) Damage/injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work.</p> <p>(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.</p> <p>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.</p>	
4.17	<p>Debris and materials, if obtained by demolishing any property, building or structure in terms of the Contract shall remain the property of the Trustees.</p>	<p>Dismantled materials Trustees' property.</p>
4.18	<p>The Contractor's quoted rates shall be deemed to have been inclusive of the following:</p> <p>(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.</p> <p>(b) Cleaning and removal from site all the 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.</p> <p>(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.</p> <p>(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.</p> <p>(e) Making arrangements in or around the site, as per the requirements of Calcutta Municipal Corporation or other local authority or the Engineer or his Representative, for preventing (i) spread of any infectious disease like small-pox, 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)</p>	<p>Contractor's quoted rates / price must be all inclusive.</p>

	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 Trustees' 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 despatch.	Notice to Contractor.
4.20	The Contractor and his sub-contractor or their agents and men and any firm supplying plant, materials, and equipment shall not published any photographs or description of the works without the prior authority of the Engineer in writing.	Contractor not to publish photo graph or particulars of work.
4.21	The Contractor shall, at the Trustees' cost to be decided by 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.	Contractor to provide facilities to outsiders.
4.22	The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic.	Work to cause minimum possible hindrance to traffic movement.
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 of this Representative.	Trustees' lien on Contractor's Plant & Equipment.

5.0 COMMENCEMENT, EXECUTION AND COMPLETION OF WORK.

5.1	The Contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Contractor's tender/offer by the Trustees or within such preliminary time as mentioned by the contractor in the Form of Tender or the time accepted by the Trustees. The contractor shall then proceed with the work with due	Preliminary time to commence work and maintenance of steady rate of
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	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.	progress.
5.2	The Contractors shall provide and maintain a suitable office at or near the site, to whom the Engineer's Representative may send communications and instructions for use of the Contractor.	Contractor's site office.
5.3	Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the contractor shall not execute the work beyond the working hours observed by the Engineer's Representative and on Sundays and Holidays observed in the Trustees' system except in so far as it becomes essential on account of tidal work or for safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any act or neglect on the part of the contractor, then the Engineer or his Representative shall order and the contractor at his own expense shall work by day and by night and on Sundays and Public Holidays. Any failure or the Engineer or his Representative to pass such an order shall not relieve the contractor from any of his obligation. The Engineer's decision in this regard shall be final, binding and conclusive.	Contractor to observe Trustees' working hours.
5.4	Unless stipulated otherwise in the contract, all materials required for the work shall be procured and supplied by the contractor with the approval of the Engineer or his 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.	Contractor to supply all materials as per requirement of the Engineer or hire Representative.
5.5	Unless stipulated otherwise in the contract, all materials, workmanship and method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the material and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.	Materials and Works.
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.	Contractor to submit samples for approval.
5.7	Unless stipulated otherwise in the contract, the cost of	Contractor to

	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.	arrange all testing at his own cost.
5.8	<p>Regarding the supply or any materials by the Trustees to the contractor in accordance with the contract, the following conditions shall apply:</p> <p>(a) The Contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative.</p> <p>(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.</p> <p>(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.</p> <p>(d) Unless stipulated otherwise in the contract, the value of the Trustees' materials issued to the contractor shall be recovered from the contractor's bills and/or any of his other dues, progressively according to the consumption thereof on the work and/or in the manner decided by the Engineer or his Representative and at the rate/s stipulated in the contract. These rates shall only be considered by the contractor in the preparation of his tender//offer and these will form the basis of escalation/variation, if in future the contractor is required to procure and provide any such material on the written order of the Engineer consequent on the Trustees' failure to effect timely supply thereof.</p> <p>(e) If the Engineer decides that due to the contractor's negligence, any of the Trustees' materials issued to</p>	<p>The contractor shall account for and look after the Trustees' materials.</p> <p>Contractor to compensate for loss and damage to Trustees' materials</p> <p>Delay in supply of Trustees' materials will only entitle the Contractor for extension of completion time of work. Recovery from Contractor for Trustees' materials under normal Circumstances.</p> <p>Recovery from Contractor for Trustees' materials under other circumstances.</p>

	<p>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 19¼% extra over the higher one of the followings -</p> <ol style="list-style-type: none"> (1) The issue of the materials of 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	<p>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 any such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days.</p>	<p>Contractor to replace materials / work not acceptable to the Engineer or his representative.</p>
5.10	<p>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.</p> <p>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.</p>	<p>Contractor to seek approval of Engineer or his Representative before covering up any portion of work.</p>
5.11	<p>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</p>	<p>Contractor to suspend work on order from Engineer or his Representative.</p>

	<p>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 -</p> <ul style="list-style-type: none"> (a) otherwise provided for in the contract, or (b) necessary by reason of some default on the part of the Contractor, or (c) necessary by reason of climatic conditions on the site, or (d) necessary for proper execution of the works or for the safety of the works or any part thereof. <p>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.</p>	
5.11.1	<p>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 instructions.</p>	
5.12	<p>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 taken over and/or used by the Trustees, the Contractor shall an 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.</p>	<p>Completion Certificate G.C.1</p>

6.0 TERMS OF PAYMENT.

6.1	<p>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.</p>	<p>All interim payments are advance till issue of Certificate in</p>
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	On account payment, 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.	Form G.C.2.
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 decides any other rate for change in the scope of work or omission, if any, on the part of the Contractor.	Payment on the basis of measurements at agreed rates.
6.3	For work of sanctioned tender value more than Rs.50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made at the discretion of the Engineer or his Representative at intervals deemed suitable and justified by him. Provided always that, subject to execution of work of substantial value in the context of the contract price, the interval of such an account payments shall be decided by the Engineer or his Representative, which shall ordinarily not be less than 1 month in between two payments for on account bill and/or advance.	Limitation for on account payment.
6.4	Measurement for works done shall be progressively taken by 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 measurement taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a token of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even after 3 days written notice from the Engineer's Representative, the measurement shall be taken ex-parte by the Engineer's Representative and those shall be accepted by the Contractor.	Recording of measurements.
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	

	<p>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 abstract of quantities, amounts and recoveries to type out the bill.</p>	
6.6	<p>At the discretion of the Engineer or his Representative and only in respect of accepted offers/where estimated amount put to tender would be Rs.2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor. Provided always that -</p> <ol style="list-style-type: none"> 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, of their own discretions, III. a formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials, IV. the materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise, V. in the event of storage of such materials within the Trustees' protected areas in the Docks, the contractor shall submit an Indemnity Bond in the proforma and manner acceptable to Trustees' whereby the contractor shall indemnify the Trustees against all financial loss/damage, on account of loss/damage to such materials for whatever reasons, VI. in the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the Engineer on irrevocable Bank Guarantee favouring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Calcutta/Haldia Branch of any Nationalised Bank or a 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, /II. 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.	Recovery for wrong and overpayment.
6.8	No claim for interest shall be admissible to the Contractor at any stage in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Trustees, owing to dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise.	Interest not admissible to contractor.

7.0 VARIATION AND ITS VALUATION:

7.1	The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfilment of his obligation under the contract.	Quantities in Bill of Quantities of Tender.
7.2	The Engineer shall have the power to order the Contractor in writing to make any variation of the Quantity, quality or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows: (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.	Engineer's power to vary 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	Variation by Engineer do not vitiate the

	accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly.	contract.
7.4	Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work upto 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer's subsequent written confirmation of such verbal order shall be deemed to be on order in writing within the meaning of this clause.	Where written order for variation is not needed.
7.5	<p>(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.</p> <p>(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 of work omitted by his order.</p> <p>(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 of prices directly applicable to the extra, additional or substituted work, then the Engineer may decide the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon: In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.</p> <p>(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.</p>	Payment for extra or additional or omitted work or substituted work Engineer's powers.

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

8.1	<p>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 or suitable extension of completion time within 7 days from the date of occurrence of the reasons and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work, with or without the imposition of "Liquidated Damage" Clause (No.8.3 hereof) on the Contractor and his decision shall be 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 communicated by the Engineer, as aforesaid.</p>	Extension of completion time.
8.2	<p>(a) If the Contractor fails to complete the work within the stipulated date 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 letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% of the said value of work.</p> <p>(b) Without prejudice to any of their legal rights, the Trustees shall have the power for 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/ under the contract and in case of the Contractor's failure and at the absolute discretion of the Engineer, the work</p>	Liquidated damage and other compensation due to Transits.

	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	<p>Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Contractor there from after giving him a minimum 3 days' notice in writing, due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive:</p> <ul style="list-style-type: none"> i. The Contractor has abandoned the contract. ii. In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Contractor's lapses. iii. The Contractor has failed to commence the works or has without any lawful excuse under these conditions, has kept the work suspended for at least 15 days despite receiving the Engineer's or his Representative's written notice to proceed with the work. iv. The Contractor has failed to remove materials from site or to dismantle or demolish and replace work for 7 days after receiving from the Engineer or his Representative the written notice stating that the said materials or work were condemned and rejected by him under these conditions. v. The Contractor is not executing the 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 compulsory or voluntary. 	Default of the Contractor remedies and powers / Termination of contract.
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 or receipt of such letter.	
8.3.2	In all such cases of Termination of work, the Trustees shall have the power to completion the work through any other agency of the Contractor's risk and expense and the Contractor shall be debited any sum of sums that may be expended in completing the work beyond the amount that would have been due to the Contractor, had he be duly completed the whole of the work in accordance with the contract.	
8.3.3	Upon termination of contract, the Contractor or shall be entitled to receive payment of only 90% of the value of work actually done or materials actually supplied by him and subject to recoveries as per contract, provided the work done and materials conform to specifications of the time of taking over by the Trustees. The payment for work shall be based on measurements of actual work done and priced of approval contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall in no case be more than market rates prevailing at the time of taking over by the Trustees. The Engineer's decision in all such case shall be final, binding and conclusive.	
8.3.4	The Trustees shall have the power to retain all moneys due to the Contractor until the work is completed by other agency and the Contractor's Liabilities to the Trustees and known in all respect.	

9.0 MAINTENANCE AND REFUND OF SECURITY DEPOSIT.

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

	good through other agency at the Contractor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in any manner deemed suitable by the Engineer.	
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 Form G.C.2 annexed hereto shall have been signed and issued by the Engineer to the Contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working or using thereof by the Trustees shall not relieve the Contractor of his obligations under the control for full and final completion of the work.	Certificate of final completion.
9.3	On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by Submitting to the Engineer (i) The Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his "No further claim" Certificate in Form G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in Form G.C.2 and within two months of the Engineer's recommendation, the Trustees shall refund the balance due against the Security Deposit to the Contractor, after making deduction therefrom in respect of any sum due to the Trustees from the Contractor.	Refund of Security Deposit.

10.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTE & ARBITRATION.

10.1	In all disputes, matters, claims, demands, or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications, drawings, designs and instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of parties to the contract and shall forthwith be given effect to by the Contractor.	Engineer's decision.
10.2	If, the Contractor be dissatisfied with any such decision of the Engineer, he shall within 15 days after receiving notice of such decision require that the matter shall be referred to Chairman, who shall thereupon consider and give a decisions.	Chairman's award.
10.3	If, however, the contractor be still dissatisfied with the decision of the Chairman, he shall, within 15 days after receiving notice of such decision required that within 60	Arbitration

	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 hereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties.	
10.3.4	The venue of the arbitration shall be either Calcutta or Haldia as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference the cost of any incidental to the reference and award respectively shall be in the discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid.	
10.3.5	The Award of the Arbitrator shall be final and binding on all parties subject to the provision 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 reasons 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 condition of the contract in question.	
10.3.7	Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made thereunder, for the time being in force, shall apply to the arbitration proceedings under this Clause.	
10.3.8	The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decision. the Engineer also shall not withhold any payment, which, according to him, is due or payable to the Contractor, on the ground that certain	

	disputes have cropped up and are likely to be referred to arbitration	
10.5	<p>Provided always as follows:</p> <p>(a) Nothing of the provisions in paragraphs 10.3 to 10.3.7 hereinabove would apply in the cases of contracts, where tendered amount appearing in the letter of acceptance of the tender/offer is less than Rs. 40,00,00/-.</p> <p>(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.</p> <p>(c) Contractor's dispute, if any, arising only during the maintenance period, if any, stipulated in the contract, must be submitted to the Engineer, with detailed justifications, in the context of contract conditions, before the issuance of final completion certificate in Form G.C. 2 bid.</p> <p>No dispute or difference on any matter whatsoever, pertaining to the contract can be raised by the contractor after submission of certificate in Form G.C.3 by him.</p> <p>(d) Contractor's claim/dispute raised beyond the time limits prescribed in sub-clauses 10.5 (b) and 10.5 (c) hereinabove, shall not be entertained by the Engineer and/or by any Arbitrator, subsequently.</p> <p>(e) The Chairman/Trustees shall have the right to alter the panel of Arbitrators, vide Clause 10.3 hereinabove, on their sole discretion, by adding the names of new Arbitrators and/or by deleting the names of existing Arbitrators, without making any reference to the Contractor.</p>	

FORM OF TENDER

CONTRACT NO.....

To

.....
.....
.....
.....

I/We.....ofhaving 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 and 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 withinmonths/weeks from the date of order to commence the work and in the event of our tender being accepted in full or in part, I/We also undertake to enter into a contract Agreement in the form hereto annexed with such alterations or additions thereto which may be necessary to give effect to the acceptance of the tender and incorporating such Specifications, Bill of Quantities, Drawings and Special and 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 in the Contract.

THE TOTAL AMOUNT OF TENDER Rs.....

(Repeat in words).....

.....

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

(This should be scored out in the case of Labour Contracts)

I/We have deposited with the Trustees' Financial Adviser & Chief Accounts Officer/Manager (Finance) Haldia Dock Complex vide Receipt No..... of

.....as Earnest Money.

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

Signature of Tenderer
(Seal of the Tenderer)

Witness:

Signature-----

Name-----
(In Block Letters)

-

Name of the
Tenderer:-----

Address:----- Dated:-----

-----Address:-----

Occupation: -----

FORM OF AGREEMENT

THIS AGREEMENT made this.....day of19.....

between the Board of Trustees for the Port of Calcutta, 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 construction, completion and maintenance of such works NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meaning 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 tender/offer.
 - (b) The Drawings.
 - (c) The General Conditions of Contract.
 - (d) Special Conditions of Contract (if any).
 - (e) The Conditions of Tender.
 - (f) The Specification.
 - (g) The Bill of Quantities.
 - (h) The Trustees' Schedule of Rates and Prices (if any).
 - (i) All correspondence, by which the contract is added, amended, varied or modified in any way by mutual consent.
2. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Trustees to execute, construct, complete 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, construction, completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the Contract.

In WITNESS whereof the parties hereto have caused their respective Common
Seals to be hereunto affixed for 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:_____

CALCUTTA 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 Work :
dt.....

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

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

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

Allocation:.....
.....

Contract No. :
.....
.....

which was carried out by you is in the opinion of the undersigned complete in every respect on the.....day of19.....

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 of19....
to theday of19....

Signature(.....)
(ENGINEER/ENGINEER'S REPRESENTATIVE)

NAME.....

DESIGNATION.....

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

OFFICE SEAL

CALCUTTA 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

CALCUTTA PORT TRUST

FORM G.C.3
(NO CLAIM CERTIFICATE FROM CONTRACTOR

The Engineer
Calcutta Port Trust
Calcutta/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/We have received full and final payment from Calcutta
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 Calcutta 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 Calcutta/Haldia Branch, as the case may be, of

any nationalised Bank of India on Non-Judicial Stamp Paper worth Rs. 50/- or as decided by the Engineer/Legal Adviser of the Trustees.

To
The Board of Trustees
for the Port of Calcutta.

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 Trusts Act, 1963 (Act 38 of 1963), having agreed to exempt Shri/Messrsa 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. 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 the Bank Guarantee for Rs Rupees), we

..... Branch, Calcutta...../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.....Branc h, Calcutta / Haldia, further agree

that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, we,.....Branch,

Calcutta...../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 "Calcutta 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,

Calcutta..... / Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that we,.....Branch,

Calcutta...../Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

3. We,.....
.....Branch, Calcutta / Haldia, further agree that a mere demand by the Trustees at any time and in the manner aforesaid, is sufficient for us,.....Branch, Calcutta -----...../Haldia to pay the amount covered by this Bank Guarantee in full and in the manner afore-said 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, Calcutta...../Haldia, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. We,.....Branch, Calcutta...../Haldia further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under an/or by virtue of the terms and conditions to the said contract have been fully paid and its claim satisfied an/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee subject however, that this guarantee shall remain valid upto and inclusive ofday of19.....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,
nch, Calcutta / Haldia, in further extending the
said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of
appropriate value, as required /determined by the Trustees, only on a written
request by the Trustees to the contractor for such extension of validity of this Bank
Guarantee.

4.
We,.....Branch,
anch, Calcutta / 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 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,
Calcutta...../Haldia, shall not be relieved from our
liability by reason of any such variation or extension being granted to the contractor
or for any fore-bearance, act or commission on the part of the Trustees or any
indulgence by the Trustees to the contractor or by any such matter or thing of
whatsoever nature, which under the law relating to sureties would, but for this
provision, have effect of so relieving us,
.....Branch,Calcutta
...../Haldia.

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

SIGNATURE.....

NAME

.....

DESIGNATION.....

(Duly constituted attorney for and on behalf of)

BANK.....

BRANCH.....

CALCUTTA...../HALDIA

(OFFICIAL SEAL OF THE BANK)