

**THE DOCUMENT IS FOR INFORMATION
ONLY AND INTENDING BIDDERS ARE
REQUESTED TO VISIT MSTC'S E-PORTAL
WWW.MSTCECOMMERCE.COM.**

E-Tender/Event Number: KoPT/Haldia Dock Complex/MO Div/15/16-17/ET/418

TENDER DOCUMENT

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
Office of the GENERAL MANAGER (MARINE)
HALDIA DOCK COMPLEX
P.O. – HALDIA, DIST. - PURBE MEDINIPUR,
PIN. - 721604
E-mail id: snchaubey.hdc@nic.in**

E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reputed, bonafide and resourceful Contractor of single entity or consortium who meet the pre-qualification criteria as mentioned in the NOTICE INVITING TENDER for "Dredging at the whole of Inner Dock Basin, Lock Barrel and Approach Jetty at Haldia Dock Complex, Kolkata Port Trust "as per Bill Of Quantities to Haldia Dock Complex.

Bid Document may be seen from MSTC, CPPP Portal, KoPT, HDC websites. Corrigenda or clarifications, if any, shall be hoisted on the above mentioned websites only.

However, bidders will have to participate in bidding process through website www.mstcecommerce.com only.

SCHEDULE OF TENDER (SOT)

a TENDER NO.	MMO/058-A/DREDING/COMPOSITE/1790
b. MODE OF TENDER	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome KoPT of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Haldia Dock Complex.
c. E-Tender/Event No.	KoPT/Haldia Dock Complex/MO Div/15/16-17/ET/418
d. Date of NIT available to parties to download	24-12-2016
e. Offline Pre-Bid Meeting date & Time	05-01-2017 at 12:00 Hrs.
f. i) Estimated Cost of Work	Rs. 14,06,44,973.00 [Rupees Fourteen Crores Six Lakh Forty four Thousand nine Hundred and seventy three Only].
ii) Earnest Money Deposit	The intending bidders should submit Earnest Money of Rs. 24,06,500.00 (Rupees Twenty four Lakh six Thousand five hundred Only) to KoPT as per NIT.
iii) Bid Document fee	The intending bidders should submit the tender cost of Rs. 20,000.00 (Rupees Twenty Thousand only) (non-refundable) separately to KoPT as per NIT, otherwise their offer will be summarily rejected.
iv) Transaction Fee	Rs.17,250.00 (Including Service Tax & other charges @15 % on Service Charge) Payment of Transaction fee by NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Annexure -I)

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g. Last date of submission of EMD & Bid Document fee at HDC Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.	25-01-2017 upto 15.00 Hrs. <u>Three working days before the last date of closing of online bidding for the e-tender.</u>
h. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/	16-01-2017 at 11:00 hrs.
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	25-01-2017 up to 15:00 hrs
j. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	25-01-2017 after 15:00 hrs

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E-Tender/Event Number: KoPT/Haldia Dock Complex/MO Div/15/16-17/ET/418**Annexure - A****Important instructions for E-Tender**

This is an e-procurement event of HALDIA DOCK COMPLEX. The e-procurement service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

You are requested to read the terms & conditions (Annexure- B) 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> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/</p> <p>1). 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.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact HDC/MSTC, (at least one working day before the scheduled time of the e- tender).</p> <p>Contact person (Haldia Dock Complex):</p> <p>1. Dealing Officer's name :- S.N. Chaubey Designation:- General Manager(M.O.) Phone no. 03224 252104 e-mail :- snchaubey.hdc@nic.in</p> <p>Contact person (MSTC Ltd):</p> <p>1. Mr. Arindam Bhattacharjee Deputy. Manager (E-commerce) MobileNo:09330102643 Email-arindam@mstcindia.co.in</p> <p>2. Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile- 07278030407 Email: smukherjee@mstcindia.co.in Landline:03322901004</p> <p>B) System Requirement:</p> <p>i) Windows 98 /XP-SP3 & above/Windows 7 Operating System / Windows 8 / updated version</p> <p>ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature.</p> <p>iv) JRE 7 update 9 and above software to be downloaded and installed in the system.</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools → Internet Options → custom level.</p>
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 HDC. 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.	<p>Special Note towards Transaction fee:</p> <p>PAYMENT OF Transaction fee BY RTGS in favour of MSTC Limited .The Bank details, format etc for</p>

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	<p>sending Transaction fee by RTGS to MSTC is detailed below :</p> <p>Bank Details : Axis Bank ,Shakespeare Sarani Branch</p> <p>Account Details : Axis Bank A/c.No.005010200057840</p> <p>IFSC Code No. : UTIB0000005.</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 nonrefundable.</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 HDC will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of tender fee and EMD through RTGS/NEFT well in advance and verify completion of transaction in respect of tender fee and EMD.</p> <p>Vendors are instructed to use <i>Upload Documents</i> 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 <i>Attach Document</i> 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 finalization of tender by HDC. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with 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 web site. Please see website www.mstcecommerce.com/eprochome/ of MSTC Ltd.</p>
8	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>

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9.	<p>Bidding in e-tender:</p> <ol style="list-style-type: none"> Bidder(s) need to submit necessary EMD, Tender fees (If ANY) 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 HDC, 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 & price bid has been saved, the bidder can click on the "Submit" button to register their bid <p>NOTE: - The Techno-Commercial Bid & price bid cannot be revised 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 & 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 CONTRACTOR. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender. 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.
10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
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.	HDC has the right to cancel this e-tender without assigning any reason thereof.
14.	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in

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	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.	Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012. For Micro & Small Enterprises (MSEs) registered with NSIC. If illegible for this kind of job, the benefits as per prevailing norms will be extended to MSEs registered with NSIC as per New Public procurement Policy as notified by the Government of India, Ministry of Micro, small & medium enterprises (MSME) in The Gazette of India vide No. 503, dated 26.03.2012. It is not obligatory on the part of the Trustees to accept of Lowest Tender. They reserve the right to accept a Tender in full or in part and/or reject a Tender without assigning any reason thereof.
21.	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.
22.	Copy of valid NSIC Certificate for MSEs along with DIC's(DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
23.	Due date of submission of tender will not be extended under any situation.

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Annexure – B

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
Office of the GENERAL MANAGER (MARINE)
HALDIA DOCK COMPLEX
P.O. – HALDIA, DIST. - PURBE MEDINIPUR,
PIN. - 721604
E-mail id: snchaubey.hdc@nic.in**

Commercial Terms & Conditions

SL. NO.	TERMS	RESPONSE
1	Mere participation in e-tender will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.	AGREE
2	Price Bids (Part-II) of only those eligible bidders whose Part-I Bids are complete and in order shall be opened on time and date to be intimated later separately.	AGREE
3	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.	AGREE
4	Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.	AGREE
5	If illegible for this kind of job, the benefits as per prevailing norms will be extended to MSEs registered with NSIC as per New Public procurement Policy as notified by the Government of India, Ministry of Micro, small & medium enterprises (MSME) in The Gazette of India vide No. 503, dated 26.03.2012. It is not obligatory on the part of the Trustees to accept of Lowest Tender. They reserve the right to accept a Tender in full or in part and/or reject a Tender without assigning any reason thereof.	AGREE
6	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.	AGREE
7	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.	AGREE
8	Due date of submission of tender will not be extended under any situation.	AGREE
9	EARNEST MONEY : As Per NIT	AGREE
10	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money.	AGREE
11	E-Tenderers submitted without requisite Earnest Money are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) for items for which the tender is invited.	AGREE

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12	<u>SCOPE OF WORK :</u> As per E-Tender Document	AGREE
13	The Terms and Conditions of E-Tender shall be read in conjunction with the General Conditions of Contract, Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.	AGREE
14	The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract of Ko.P.T, HDC. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Manager (I&CF) , Haldia Dock Complex, thereon shall be final and binding upon all parties.	AGREE
15	The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Trustees' General Conditions of contract is the integral part of the tender / contract. The above mentioned General Conditions of Contract may be inspected at the office of the undersigned on any working day before quoting for the Tender.	AGREE
16	The Trustees also reserve the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders before opening of the price bids.	AGREE
17	The Trustees are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.	AGREE
18	The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Calcutta.	AGREE
19	Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.	AGREE
20	Bidders are advised to visit the site of work prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, existing road facilities for carrying materials etc. before submission of the e-tender. He may contact the Manager (I&CF) or his authorized representative at his office at Chiranjibpur, Haldia in this regard. Non compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.	AGREE
21	The bidder should sign the DECLARATION OF THE BIDDER and upload the same to denote their mode of acceptance and to submit the same along with his offer.	AGREE
22	<u>VALIDITY :</u> The tender shall remain open for acceptance for a period of 180 days from the date of opening of techno-commercial bid. If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.	AGREE
23	<u>NON- RESPONSIVE BIDDER :-</u> The offer/tender shall be treated as non-responsive, if : 180 days validity from the date of opening of techno-commercial bid is not accepted / agreed to as per tender condition.	AGREE
24	Offer / tender is submitted with any deviation from the tender terms & conditions. <u>EARNEST MONEY AND SECURITY DEPOSIT :</u> As per tender Document	AGREE
25	<u>Performance Guarantee :</u> As per Tender document	AGREE

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26	If the contract value aggregates to Rupees one lakh and above, the contractor/supplier may submit a Bank Guarantee in the Trustees' specified Pro-forma from any Haldia or Kolkata Branch of any Scheduled/ Nationalized Bank of India in lieu of Security Deposit. In case Bank Guarantee is issued from any branch outside Haldia or Kolkata, a counter guarantee is required to be submitted from a Branch at Haldia / Kolkata of the same Bank.	AGREE
27	In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order be cancelled at the option of the Trustees'.	AGREE
28	<u>PRICES:</u> As per BOQ given in the tender document.	AGREE
29	The bidder shall quote his price as per the Bill of Quantities in the Price bid (Part-II)	AGREE
30	The Bidder shall state clearly his quoted rates both in figure & word .	AGREE
31	Orders may be placed in full to the lowest bidder.	AGREE
32	Price(s) to be quoted should remain firm over the contract period.	AGREE
33	All taxes & duties are deemed to be included in the quoted rate except service tax as applicable.	AGREE
34	<u>EVALUATION CRITERIA:</u> As per relevant clause of Tender document.	AGREE
35	Order to be placed in full.	AGREE
36	<u>PAYMENT:</u> As per Tender document.	AGREE
37	Location: As per Tender document.	AGREE
38	Time of Completion: As per Tender document.	AGREE
39	Work is to carried out as per terms & condition of the contract document	AGREE
40	Compensation (Liquidated Damages) against failure to complete the work within the stipulated time as per tender condition.	AGREE
41	Price adjustment clause: As per Tender document.	AGREE
42	Technical capacity: As stipulated in Tender document.	AGREE
43	<u>Financial capacity:</u> As stipulated in Tender document.	AGREE
44	<u>DOCK PERMITS</u> : To be issued free of cost.	AGREE
45	<u>JURISDICTION OF COURT</u> : The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Kolkata/Haldia.	AGREE
46	<u>PERSONAL PROTECTIVE EQUIPMENT (PPE):</u> Contractor and their workmen including driver & helper must use PPE i.e. safety helmet etc. at the time of work inside the dock premises.	AGREE

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Annexure - C

NOTICE INVITING TENDER

KOLKATA PORT TRUST, HALDIA DOCK COMPLEX

INVITES

E-TENDER FOR "DREDGING AT THE WHOLE OF INNER DOCK BASIN, LOCK BARREL AND APPROACH JETTY AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST."

Kolkata Port Trust, Haldia Dock Complex intends to invite E-Tenders for carrying out Dredging at the whole inner Dock Basin, Lock Barrel and Approach Jetty of Haldia Dock Complex with shore disposal within receptacles upto a maximum distance of 2.5 KMs.

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Earnest Money	Non refundable Tender Fee	Date and Time of Pre-Bid Meeting	Last Date and time submission of Tender	Opening of Techno commercial bid of Tender
i) Rs. 24,06,500/- (In Rupees Twenty four lakh six thousand five hundred only).	INR 20,000/- (In Rupees Twenty Thousand only)	12:00 Hrs. of 5 th January, 2017	15:00 Hrs. of 25 th January, 2017	After 15:00 Hrs. of 25th January, 2017

ESTIMATED VALUE OF THE TENDER IS INDIAN RUPEES 14,06,44,973.00

E-Tenders are invited on two Cover basis (i.e. Cover-I Techno-Commercial Part & Cover-II Price Part) for the above work from reputed, bonafide and resourceful Contractors who meet the following pre-qualification criteria:-

1. The firm must have experience in operating successfully such type of dredging work. Performance certificate/Completion certificate and work order / agreement obtained from the previous clients to be produced to establish the credibility.

2. The firm must have experience of having successfully completed similar works during the last 7 years ending last day of the month previous to the one in which tenders are invited which should be in the following manner:
(Note:- In case of ongoing work, the certificate covering value already executed will be accepted)

a) 1 (one) similar completed work costing not less than Indian Rupees 11,25,15,979.00

Or

b) 2 (two) similar completed works costing not less than Indian Rupees 7,03,22,487.00.

Or

c) 3 (three) similar completed works costing not less than Indian Rupees 5,62,57,989.00.

d) Similar work shall include experience of carrying out Capital Dredging / Maintenance Dredging by deploying Cutter Suction Dredger or Trailing Suction Hopper Dredger or any other Dredging equipments suitable for carrying out such work.

3. The average annual financial turnover of the firm during the last 3 years ending 31st March, 2016 or last completed financial year as applicable to the company should be at least Indian Rupees 4,21,93,492.00.

4. Claims for fulfilling the above criteria must be adequately supported by appropriate documents like work order and completion certificate/ performance certificate from Clients.

Claim for fulfilling the criteria relating to financial turnover is to be supported by Audited Accounts of last three financial years. In case the audit of the last financial year is yet to be complete, a certificate from the Statutory Auditor of the Company mentioning the turnover achieved during the year is to be submitted.

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OTHER INSTRUCTIONS:-

E-Tenderers are invited on two Cover basis (i.e. Cover-I Techno Commercial Part & Cover-II Price Part) from resourceful, experienced and bonafide bidders with sound technical and financial capabilities for the above mentioned work at Haldia Dock Complex.

Details of the Tender & Tender Documents are available in web site of MSTC and have to participate in bidding process through their website www.mstcecommerce.com only.

The Tender information/NIT is also available in the websites of www.mstcecommerce.com/eprochome or <http://www.haldiadock.gov.in> or <http://www.kolkataporttrust.gov.in> while the Tender information/NIT along with Tender Document is available at Central Public Procurement Portal, Govt. of India (www.eprocure.gov.in)

E-Tender Document shall neither be issued by post nor sold.

Notification for issuance of any Addendum / Corrigendum to the tender document will be given only through MSTC / KoPT / HDC website and the bidders are requested to check for the same at the websites prior to submission of their offers.

E-Tenderers are not permitted to alter/change/delete/modify any clause of the tender document down loaded from the website. If any deviation / discrepancy is found after submission of tender, the submitted offer will be summarily rejected.

Bidders shall submit the Bid Document as stipulated in the "Instructions To Bidders" of the e-tender document. Trustees reserve the right to verify the submitted copies of documents / credentials with the original documents.

The successful tenderer will be required to comply with the relevant provisions of BOCW (RECS) Act, 1996, West Bengal BOCW (RECS) Act, 2004 and BOCW Welfare Cess Act, 1996 and the rules framed there under. An amount of cess as per prevalent rate (presently @ 1% of the billed amount) shall be progressively recovered from all the bills of the contractor for onward transmission of the same to the appropriate authority.

E-Tenderers will be received through MSTC up to 15:00 hrs. on the last date of submission and opening of tender specified above.

Cover-I of the e-Tender will be opened shortly after 15:15 hrs on the stipulated date.

Cover-II of only technically & commercially qualified bidders will be opened at a later date under due intimation to all concerned.

In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day.

It is stated here that the subject **TENDER WILL NOT BE EXTENDED FURTHER UNDER ANY SITUATION.**

Kolkata Port Trust reserves the right to reject any or all offers or to accept the offer in whole or in part without assigning any reason whatsoever thereof.

TENDER AUTHORITY

**GENERAL MANAGER (MARINE)
HALDIA DOCK COMPLEX
P.O. – HALDIA
DIST. – PURBA MEDINIPUR
PIN. – 721604**

E-Tender/Event Number: KoPT/Haldia Dock Complex/MO Div/15/16-17/ET/418

Annexure – D

BID DOCUMENT

TENDER

FOR

**“DREDGING AT THE WHOLE OF INNER DOCK BASIN, LOCK
BARREL AND APPROACH JETTY AT HALDIA DOCK COMPLEX,
KOLKATA PORT TRUST.”**

BY

HALDIA DOCK COMPLEX, KOLKATA PORT TRUST

Tender No. MMO/058-A/DREDING/COMPOSITE/1790

E-Tender/Event No.: - KoPT/Haldia Dock Complex/MO Div/15/16-17/ET/418

VOLUME-I

ISSUED BY

**GENERAL MANAGER (MARINE)
HALDIA DOCK COMPLEX
P.O. – HALDIA
DIST. – PURBA MEDINIPUR
PIN. – 721604**

DECEMBER-2016

E-Tender/Event Number: KoPT/Haldia Dock Complex/MO Div/15/16-17/ET/418**INDEX**

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E-Tender/Event Number: KoPT/Haldia Dock Complex/MO Div/15/16-17/ET/418

NOTICE INVITING TENDER

KOLKATA PORT TRUST, HALDIA DOCK COMPLEX

INVITES

E-TENDER FOR "DREDGING AT THE WHOLE OF INNER DOCK BASIN, LOCK BARREL AND APPROACH JETTY AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST."

Kolkata Port Trust, Haldia Dock Complex intends to invite E-Tenders for carrying out Dredging at the whole inner Dock Basin, Lock Barrel and Approach Jetty of Haldia Dock Complex with shore disposal within receptacles upto a maximum distance of 2.5 KMs.

E-Tender/Event Number: KoPT/Haldia Dock Complex/MO Div/15/16-17/ET/418

Earnest Money	Non refundable Tender Fee	Date and Time of Pre-Bid Meeting	Last Date and time submission of Tender	Opening of Techno commercial bid of Tender
ii) Rs. 24,06,500 (In Rupees Twenty four lakh six thousand five hundred only).	INR 20,000/- (In Rupees Twenty Thousand only)	12:00 Hrs. of 5 th January, 2017	15:00 Hrs. of 25 th January, 2017	After 15:00 Hrs. of 25th January, 2017

ESTIMATED VALUE OF THE TENDER IS INDIAN RUPEES 14,06,44,973.00

E-Tenders are invited on two Cover basis (i.e. Cover-I Techno-Commercial Part & Cover-II Price Part) for the above work from reputed, bonafide and resourceful Contractors who meet the following pre-qualification criteria:-

1. The firm must have experience in operating successfully such type of dredging work. Performance certificate/Completion certificate and work order / agreement obtained from the previous clients to be produced to establish the credibility.

2. The firm must have experience of having successfully completed similar works during the last 7 years ending last day of the month previous to the one in which tenders are invited which should be in the following manner:
(Note:- In case of ongoing work, the certificate covering value already executed will be accepted)

a) 1 (one) similar completed work costing not less than Indian Rupees 11,25,15,979.00

Or

b) 2 (two) similar completed works costing not less than Indian Rupees 7,03,22,487.00.

Or

c) 3 (three) similar completed works costing not less than Indian Rupees 5,62,57,989.00.

d) Similar work shall include experience of carrying out Capital Dredging / Maintenance Dredging by deploying Cutter Suction Dredger or Trailing Suction Hopper Dredger or any other Dredging equipments suitable for carrying out such work.

3. The average annual financial turnover of the firm during the last 3 years ending 31st March, 2016 or last completed financial year as applicable to the company should be at least Indian Rupees 4,21,93,492.00.

4. Claims for fulfilling the above criteria must be adequately supported by appropriate documents like work order and completion certificate/ performance certificate from Clients.

Claim for fulfilling the criteria relating to financial turnover is to be supported by Audited Accounts of last three financial years. In case the audit of the last financial year is yet to be complete, a certificate from the Statutory Auditor of the Company mentioning the turnover achieved during the year is to be submitted.

E-Tender/Event Number: KoPT/Haldia Dock Complex/MO Div/15/16-17/ET/418

OTHER INSTRUCTIONS:-

E-Tenderers are invited on two Cover basis (i.e. Cover-I Techno Commercial Part & Cover-II Price Part) from resourceful, experienced and bonafide bidders with sound technical and financial capabilities for the above mentioned work at Haldia Dock Complex.

Details of the Tender & Tender Documents are available in web site of MSTC and have to participate in bidding process through their website www.mstcecommerce.com only.

The Tender information/NIT is also available in the websites of www.mstcecommerce.com/eprochome or <http://www.haldiadock.gov.in> or <http://www.kolkataporttrust.gov.in> while the Tender information/NIT along with Tender Document is available at Central Public Procurement Portal, Govt. of India (www.eprocure.gov.in)

E-Tender Document shall neither be issued by post nor sold.

Notification for issuance of any Addendum / Corrigendum to the tender document will be given only through MSTC / KoPT / HDC website and the bidders are requested to check for the same at the websites prior to submission of their offers.

E-Tenderers are not permitted to alter/change/delete/modify any clause of the tender document down loaded from the website. If any deviation / discrepancy is found after submission of tender, the submitted offer will be summarily rejected.

Bidders shall submit the Bid Document as stipulated in the "Instructions To Bidders" of the e-tender document. Trustees reserve the right to verify the submitted copies of documents / credentials with the original documents.

The successful tenderer will be required to comply with the relevant provisions of BOCW (RECS) Act, 1996, West Bengal BOCW (RECS) Act, 2004 and BOCW Welfare Cess Act, 1996 and the rules framed there under. An amount of cess as per prevalent rate (presently @ 1% of the billed amount) shall be progressively recovered from all the bills of the contractor for onward transmission of the same to the appropriate authority.

E-Tenderers will be received through MSTC up to 15:00 hrs. on the last date of submission and opening of tender specified above.

Cover-I of the e-Tender will be opened shortly after 15:15 hrs. on the stipulated date.

Cover-II of only technically & commercially qualified bidders will be opened at a later date under due intimation to all concerned.

In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day.

It is stated here that the subject **TENDER WILL NOT BE EXTENDED FURTHER UNDER ANY SITUATION.**

Kolkata Port Trust reserves the right to reject any or all offers or to accept the offer in whole or in part without assigning any reason whatsoever thereof.

TENDER AUTHORITY

**GENERAL MANAGER (MARINE)
HALDIA DOCK COMPLEX
P.O. - HALDIA
DIST. - PURBA MEDINIPUR
PIN. - 721604**

E-Tender/Event Number: KoPT/Haldia Dock Complex/MO Div/15/16-17/ET/418**INSTRUCTIONS TO BIDDER****1.0 GENERAL**

The work as described in the tender shall be executed in Haldia and in accordance with the attached General Conditions of Contract, Special Conditions of Contract, Particular Specifications, Drawings (if any) & detailed Bill Of Quantities. Location Plan of the place of work might be inspected at the office of the Manager (I&CF) on any working day before quoting for the tender.

- 2.0** Earnest money and cost of tender paper are to be deposited by vendors/contractors through E.C.S. to the Current Account as appended hereunder through separate transactions:

- a) Name of Bank & Branch: United Bank of India, Haldia Dock Complex Branch,
- b) Account No.: 1604050000310,
- c) IFS Code: UTBI0HDCF75.

The intending bidders should submit Earnest Money of INR. 24,06,500 (Rupees Twenty four Lakh Six thousand and Five hundred only) to Haldia Dock Complex by RTGS / NEFT along with their offer directly into the designated bank account of Kolkata Port Trust, Haldia Dock Complex.

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, In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court. Specimen EMD format is enclosed at Annexure-VIII. The Bank Guarantee shall remain valid for a period of 180 days from the scheduled date of opening of Part-I of the bid with a further claim period of one month otherwise their offer will be summarily rejected. For the issuance of EM BG, the aforesaid Bank A/C may be considered as the beneficiary bank, to enable confirmation of issuance of the Bank Guarantee directly to the beneficiary bank.

In such case, the ORIGINAL bank Guarantee shall have to be deposited under acknowledgement or sent by post/courier to the office of General Manager (Marine) at Marine House, Haldia-721 604. Unless the ORIGINAL Bank Guarantee, complete in all respect as per the tender condition is received within the scheduled date and time (Last Date and time of submission of Tender), the bid may be treated as non-responsive. The Tender Inviting Authority will not be responsible for postal delay. A scanned copy of the bank Guarantee shall also be uploaded with the tender.

Vendors/contractors participating in an e-tender are advised to deposit earnest money and cost of tender paper directly into the above mentioned bank account by RTGS/NEFT. 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 earnest money by RTGS/NEFT.

- 2.1** Details of cost of e- tender paper remitted should be entered by the participating vendor/contractor in the Space provided in the e-tender as indicated hereunder:

- a) Name of remitting vendor/contractor :
- b) Tender No. :
- c) Amount remitted :
- d) Date of remittance :
- f) U.T.R No. :

- 2.2** Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder:

- a) Name of remitting vendor/contractor :
- b) Tender No. :
- c) Amount remitted :
- d) Date of remittance :
- e) U.T.R No. :

E-Tender/Event Number: KoPT/Haldia Dock Complex/MO Div/15/16-17/ET/418

2.3 Details of Earnest money through bank guarantee should be entered by the participating vendor/ contractor in the space provided in the e-tender as indicated hereunder:

- a) Name of remitting vendor / contractor :
- b) E-Tender/Event No :
- c) Bank Guarantee Amount :
- d) Bank Guarantee No. :
- e) Issuing Bank Details :
- f) Bank Guarantee Issue Date :
- g) Bank Guarantee Validity Date :

Tender submitted without requisite Earnest Money and Tender fee, will be liable for rejection.

3.0 MODE OF SUBMISSION OF BID :

3.1 All bidders must submit their offers through e- tendering in accordance with the terms and conditions set out in the bid documents and no deviation will be accepted.

3.2 Techno commercial part i.e. Cover-I shall contain the following which are to be uploaded: -

- a) That the Bidding Firm has Not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.
- b) The proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work.
- c) In Volume-I, the un-priced "Abstract Form Of Tender" & "Form Of Tender" (without price quoted) shall not only be signed and stamped by the Bidder, but must also be duly witnessed.
- d) A list of works which are in hand at the time of submitting the offer as per the enclosed proforma titled 'Concurrent Commitments of The Bidder' vide 'Annexure-II' in Volume-I of the tender document.
- e) A Declaration as per 'Annexure – I' (in Volume-I of the tender document) that no conditions / deviations have been added in COVER- II, i.e., in the price part of the Bid.
- f) Scan copy of the following documents to be uploaded:-
 - i) VAT registration certificate.
 - ii) Valid Trade Licence.
 - iii) Valid Professional Tax Clearance Certificate / Up to date tax payment.
 - iv) Proof of possessing valid Employees' Provident Fund (EPF) Account.
 - v) Proof of being registered with Employees' State Insurance Corporation (ESIC), if applicable. If this is not applicable, documentary evidence to establish Non-applicability to be submitted along with techno-commercial bid. Such document(s) shall have to be furnished, along with an affidavit affirmed before a first-class judicial Magistrate to that effect (vide proforma of affidavit attached to Volume-1 of Tender Document).
 - vi) In case the contractor is not covered under the ESI Act, then he must additionally indemnify Ko.P.T against all damages and accidents occurring to his labourers.
- g) Company profile with brief details of the Company.
- h) Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- i) Certified copies of audited balance sheet and Profit and Loss account / Trading account for the last 3 (three) financial years (i.e. 2013-2014, 2014 – 2015) and 2015-2016 OR a certificate from a Chartered Accountant / Financial Auditor showing financial annual turn over of the company for the FY 2015-16.
- j) Addendum/Corrigendum / Notice / Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.

The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities.

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3.3 COVER-II will contain the Volume-II of the e-tender document with Price Bid as per BOQ and Form of e-Tender to be uploaded duly signed, sealed & filled up by the bidder.

3.4 All the bidders should submit the e-tender in accordance with the Mode of submission of Bid as aforesaid.

3.5 Part-II (Price Bid) shall be submitted as per the enclosed format (Volume II – Bill of Quantities) without any condition or deviation.

4.0 OPENING OF BIDS:

4.1 Only COVER-I containing Techno commercial part as stated above will be opened on the date and time as fixed in the e-tender document on line.

4.2 Cover-II of only those bidders who have deposited requisite Earnest Money and tender paper cost and also qualify techno commercial stipulation of the e-tender shall be opened.

5.0 SECURITY DEPOSIT:

5.1 Successful Tenderer will submit Security Deposit for a sum equivalent to **10% of the total contract value** of the Tender as accepted by KoPT, HDC in Demand Draft or in the form of Bank Guarantee as per the enclosed format in favour of “Kolkata Port Trust, Haldia Dock Complex” from a National/Scheduled Indian Bank from its branch at Kolkata or Haldia. In case Bank Guarantee is issued by a branch outside Kolkata or Haldia, the same shall be counter-guaranteed by a Kolkata / Haldia branch of the same bank. The Bank Guarantee shall remain valid for 3 months beyond the contract period. The Security Deposit will be released within 90 days after successful completion of the contract period without any interest.

5.2 KoPT, HDC shall encash the Bank Guarantee in the event the contractor fails to supply the dredger or commence operation at the order of Engineer of the Contract or his authorized representative, or when the contractor has defaulted for more than 30 days 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.

5.3 The General Manager (Marine), HDC 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.

5.4 Telex/Telegraphic offers will not be considered. Bidders should prepare their Bid themselves. Bids prepared by agents will not be recognized. KoPT, HDC 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).

5.5 After the issuance of Letter of Intent, Security Deposit will have to be submitted within 14 (Fourteen) working days. Work order will be issued immediately after receipt of Security Deposit. The contractor shall commence the work within **45 days** after the issuance of work order.

6.0 SECURITY CLEARANCE:

Prequalification of bidders is subject to security clearance from the Govt. of India. The bid received from any tenderer may be summarily rejected on National Security consideration without any intimation thereof to the Tenderer. The Tenderer has to submit details as at Annexure – VI along the Tender for the purpose of obtaining security clearance from the Govt. of India.

7.0 INSTRUCTION FOR FILLING THE BIDS:

7.1 The bids can only be submitted in the name of the bidder in whose name the bid documents were issued by Kolkata Port Trust, Haldia Dock Complex.

7.2 The Bid and any annotations or accompanying documentation shall be in English language only and in metric system.

7.3 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.

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- 7.4 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, Haldia Dock Complex may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 7.5 The bid document shall be completed in all respect and shall be submitted online together with requisite information and appendices. It shall be completed and free from ambiguity, change or inter lineation.
- 7.6 Bidders should indicate at the time of quoting against this bid their full postal and Telegraphic/Telex/E-mail address.
- 7.7 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.
- 7.8 Price Bids, containing any sort of qualifying expressions will be rejected.
- 7.9 Changes to terms and conditions as enumerated in the bid document will not be valid if not notified by Kolkata Port Trust, Haldia Dock Complex in writing to the bidder. In the event of Kolkata Port Trust intends 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.
- 7.10 The rate quoted by the bidders shall be inclusive of all Taxes and Duties, (other than Service Tax).
- 7.11 Service Tax & applicable cesses there on will be paid extra as per extant provision of Law time being in force, against bills raised by the Contractor as per Service Tax Rules. If required by KoPT, HDC the Contractor will also be required to submit proof of deposition of the Service Tax so collected to Govt.
- 7.12 Kolkata Port Trust, Haldia Dock Complex reserves the right to ask the L1 bidder, to submit a break-up of the submitted prices with adequate justification to establish reasonableness. Bidders to confirm in writing in the form of Tender that should Kolkata Port Trust, Haldia Dock Complex 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, HDC, 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, HDC, their Tender may be cancelled by Kolkata Port Trust, Haldia Dock Complex.

8.0 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 (Appendix- 2).
- 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.

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- 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.

8.1 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

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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.

8.2 Technical & Financial Capability.

The tenderer (whether a single entity or a consortium) must satisfy prequalification criteria as stipulated at Clause-2.0 and 3.0 of the NIT.

8.3 Assessment of eligibility:

- 8.3.1 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.
- 8.3.2 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.
- 8.3.3 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.
- 8.3.4 The Tenderer shall submit a Power of Attorney as per format given at **Appendix -1**, authorizing the signatory of the Tenderer to submit the tender.
- 8.3.5 Where the 'Successful Tenderer' is a 'Consortium', it shall be required to form an appropriate 'Special Purpose Vehicle' or SPV, incorporated under 'The Companies Act 2013', 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 -2**, 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-3**.
 - 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-4 & 5**.
 - 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

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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 **Annexure - IV**, 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.

8.3.6 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-6**.

8.3.7 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-6**.

8.3.8 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.

8.4 Change in composition of the Consortium

8.4.1 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

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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 prequalification 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.

8.4.2 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.

9.0 PRICING OF THE BID:**9.1 General.**

The Bid shall be quoted in and as per format of Price Bid (Volume II - Bill of Quantities).

9.2 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.

9.3 Validity of Price Bid.

The Part-II (Price Bid) shall be valid for acceptance for a minimum period of 180 (one hundred eighty) days from the date of opening of Part-I (Technical & Commercial aspects of Bid).

9.4 Duties and Taxes.

Duties and Taxes, whether Indian or Foreign, if any, levied upon the dredger, equipment etc. or on the works, are to be borne by the contractor and accordingly the same should be to be incorporated in the item rates quoted. The contractor shall bear all taxes and duties both direct and indirect except Service Tax & applicable cesses thereon for the works done under the contract.

Any modification (addition /deletion /alteration including implementation of GST) in taxes or duties in future by the GOI after due date of submission of this tender will be addressed 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 subsequently, 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 subsequent modification of taxes or duties. But any recovery due on account of any subsequent modification

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in taxes or duties shall be assessed by HDC without any reference to the contractor and shall be made by HDC from the amount payable under the contract.

9.5 Price variation clause has been included in this contract.

9.6 DELIVERY/ REDELIVERY of all materials, plants, dredgers, equipments, machinery and tools, pipes, personnel etc. will be at Haldia.

9.7 While evaluating tender, regard would be paid to National Defence and Security consideration.

10.0 Integrity Pact:-

(a) The Tenderer shall have to submit the duly filled-in, signed and stamped (on each page) Integrity Pact in plain paper enclosed as Annexure - V along with the techno- commercial bid of their offer, failing which their offer will not be considered any further.

(b) name and contact details of the Independent External Monitor (IEM) is as follows:- Sri V. Subramanian, IAS (Retd.), M 104, Ground Floor, Grater Kailash II, New Delhi – 110 048. Tele: +91 9810401174/ +91 11 29212243, E-mail: subram71@gmail.com

10.0 Mobilisation Time:

On placement of work order, all materials, plants, dredger/s, equipments, machinery and tools, pipes, personnel etc. are to be made available at Haldia and commence operation within 45 days.

N.B: The information being provided in the Tender document does not relieve the Bidder 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.

All other terms and conditions shall be as per HDC, KoPT's 'General Conditions of Contract'.

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SPECIAL CONDITIONS OF CONTRACT
&
TECHNICAL SPECIFICATIONS

1. GENERAL:

The 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.

2. SCOPE OF WORK:

Kolkata Port Trust, Haldia Dock Complex intends to carry out Dredging at inner Dock Basin, Lock Barrel and Approach Jetty of Haldia Dock Complex with shore disposal within receptacle upto a maximum distance of 2.5 KMs. The work shall include mobilisation of all materials, plants, dredger/s, equipments, machinery and tools, pipes, personnel etc., laying of necessary floating and shore pipelines including ancillary crafts etc., which will be required to carry out dredging with shore disposal and demobilisation of all materials, plants, dredger/s, equipments, machinery and tools, pipes, personnel etc. after completion of work.

All the materials, plants, dredger/s, equipments, machinery and tools, pipes, personnel etc. shall be primarily deployed at inner Dock Basin, Haldia Dock Complex (HDC) and anywhere within the jurisdiction of Kolkata Port Trust, Haldia Dock Complex, where the dredger can dredge and pump out dredged materials ashore within a maximum distance of 2.5 KMs. through floating and shore pipelines. Length of floating pipeline (FPL) may have to be restricted to within 1000 Meters in the prevailing tidal conditions.

Materials dredged shall be pumped to the respective disposal areas ashore with the provision of extension / curtailment / bifurcation of pipelines as per the site requirements, with a maximum distance of 2.5 KMs.

Contractor shall also deploy the required equipment and labourers for laying and maintenance of FPL and SPLs, laying of additional pipelines, subject to availability, due to change in dumping location as necessary.

Contractor shall make provision of fuel, lubricating oil etc. for operating the Dredger Pump engine, auxiliary machineries and equipments on board etc. at his own cost. A Log book of the job is to be maintained by the Contractor for verification by the Engineer of the Contract.

2.1 The salient features of the proposed Dredging activity are detailed hereinafter seriatim:-

- a) Dredging to be carried out at HDC at Inner Dock basin, Lock Barrel and Approach Jetty.
- b) There will be one time segment wise dredging at Inner Dock basin and also one time dredging at Lock Barrel & Approach Jetty as per the contract. At the end of the contract, dredging of Approach Jetty may be considered one more time, which shall be decided later.

2.2 The total time allowed for Approach Jetty 1st time and Lock will be five days i.e. 120 hours in totality. In the event of contractor's inability to complete the work within the time frame, the contractor shall pay a penalty of Rs. 25,000/- per hour beyond completion of 120 hours from the time of placement of dredger and/or ancillary equipment in Approach Jetty and Lock area. The time will be reckoned until all the equipments (including dredger) is removed from the area and the Approach Jetty and Lock is ready for Port Operation.

However, such extra time will not be allowed beyond 24 hours after the scheduled completion time of 120 hours. In case the desired depth is not achieved by that time, the dredgers and/or equipments will have to be removed from the area. In such case the contractor shall be entitled to get payment against work done in the area subject to the condition that the depth of 7.0 metres BCD at the Approach Jetty and 9.0 metres BCD at Lock is achieved by the contractor. If the contractor is not able to achieve the said depths in Approach jetty or Lock then no payment for work done shall be made against the concerned area i.e either Approach Jetty or Lock.

The commencement of dredging time for Approach Jetty and Lock shall have to be within three hours of commencement of shutdown allowed, failing which the time will be reckoned from the elapse of three hours from the commencement time of shut down.

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2.3 Contractor to bring required Dredger/s & equipments as per their design to make the work successful. The list of Dredger & equipments will be declared & Frozen by the Contractor in Method statement during Tendering.

However, the list shall be for supply of minimum equipment. It may be noted that additional equipments as required will be deployed for dredging of Approach Jetty and Lock in five days.

2.4 HDC, KoPT will not pay any Mobilisation & Demobilisation Charges for deployment of Dredger & Equipments required for successful completion of the work separately. The same may be considered in the respective items of B.O.Q.

2.5 Contractor is required to deploy Dredger/s, equipments, pipelines, man power etc. through out the contract period. However, they may take away the same with prior permission of the KoPT/ HDC Authority after completion of each operation for other purposes if they desire so but no extra cost in this regard on account of Mobilisation & Demobilisation of the same will be paid for.

2.6 Dredger/s, equipments, pipelines, man power etc. which have already been taken away by the Contractor has to be redeployed within one month notice to commence dredging activity as directed. However, the total tender period will not be extended in any circumstance and no extra cost in this regard will be paid for.

2.7 Floating pipelines as well as shore pipelines which may create hindrances in port activities to be removed in idle period to the safer location/s as directed by the KoPT/ HDC Authority so that same may be reinstate easily during next dredging operation. No extra cost in this regard will be paid for.

2.8 INNER DOCK BASIN:

i) The Dredging activity will be undertaken in this zone to achieve desired dredged bed level to a depth of 9.5 M below standing water level i.e. + 4.5 M ACD over the 10 (Ten) segmental areas as per the contract.

ii) The entire Dock Basin will be divided in 10 (Ten) segments (as mentioned in Annexure -VII) and after completion of each segment, the same will be taken over by HDC for operational requirement. The contractor shall obtain permission before commence the dredging in next segment. Some segments in high operations area will be required to be dredged in free time only. The contractor has also to take into account the effect of siltation in each segment and no separate payment will be allowed to this effect.

iii) The dredging activity will be limited for the contractor to achieve 9.5 M depth below standing water level for a particular segment. Hence, the contractor has to achieve the depth for handing over the particular segment to HDC.

iv) At the time of commencement of work, the contractor will be provided with pre-work drawing of each segment of inner Dock Basin.

v) Payment of dredging will be made based on volume of dredging from pre-work and post- work level taken jointly.

vi) For the purpose of making the bed level 9.5 M below standing water level, the contractor may have to excavate more than 9.5 M to retain the depth up to desired depth till the completion of execution in that particular segment. However, the extra depth thus dredged shall not be considered for payment. Payment will be restricted to the volume excavated upto 9.5 M depth below standing water level.

vii) In exigency of situation & in case of persistent failure of contractor to achieve the desired depth in any segment/ segments as per tender document, KoPT, HDC reserves the right to put it's own dredger or any other dredger at particular location of Basin for maintenance dredging and the cost involvement of such dredging for area to be dredged by KoPT, HDC plus 19.25% as departmental charge will be deducted from the amount payable to the contractor.

viii) Siltation pattern is higher in the Basin and near the Lock entrance in the Basin. However, siltation over a period of one month is not substantial. Siltation in northward of Berth 2 & 13 is lower.

ix) **Dredging of dock basin at Haldia Dock Complex- Evacuation plan and disposal of dredged spoil.**

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- a) Dredging near berth faces at the western side of the dock basin (berth 8 -13 and along with the space between berth no. 7 & berth no. 8).

Suitable size of dredging pipe line will be laid from junction of berth no. 8 & 9 and will continue towards berth no. 10 along the berth face at about 3 ft away from the bollard line.

Subsequently it will take a bend and shall continue to traverse over berth no. 10 and 11. There will be no tee connection over the entire span of 10 & 11 berth length of dredge pipe line. After reaching the junction of berth no. 11& 12 it will again take an outside bend and will continue to traverse over the entire length of berth no. 12 after most of the bollard line and continue to run in that fashion up to end of berth no. 13 as well, subsequent to which the pipe line will traverse along the bank of the chicken neck and turning basin to reach a turning point located at the bank of the turning basin marked as A in the attached location plan and the pipe line will there after run to be terminated with an open mouth at the dredged disposal area located at the western side of the GC berth boundary wall. Incidentally it may mentioned that dredged spoil removal from location in between berth 8 & 7 will be under taken by way of installing floating pipe line which will be connected to the afore mentioned shore pipe line lay from the junction of berth no. 8 & 9 which will be approximately 250 mt in length. The total length of the afore mention shore pipe line is 2275 mt. as marked as X over the location drawing which means that the maximum distance from berth no.7 to the dredged disposal ground will be 2525mt. taking into account the shore pipe line and the floating pipe line together.

- b) Dredging near berth faces at the eastern side of the dock basin (berth 2 -6 and the space between berth no. 5 & berth no. 6).

Suitable size of Dredging pipe line will commence from berth no. 6 and will be laid along the basin side flank of the concrete road up to berth no. 4B. At berth no. 4B the pipe line will enter the berth and will be laid along the berth edge dwarf wall and will be returned back to concrete road flank by circumventing the entire berth length. There after the pipe line shall follow the concrete road flank up to berth no. 2. This pipe line shall cross the berth approaches for berth no. 4 A, berth no. 4 and berth no. 3 underneath the approach slab. At berth no. 2 the pipe line shall cross the berth by circumventing the entire berth length in same way as that of berth no. 4 B and shall continue to run along the concrete road edge up to the junction of the concrete road and bitumen road just after crossing the I&CF material yard and shall cross the bitumen road to take entry into dredged spoil disposal ground behind marine office. The pipe shall be embedded into the bitumen road at the road crossing to avoid ramp to ease transportation of vehicles. The arrangement has been shown in the location plan attached with the note as Y . The approximate maximum length of the pipe line from berth no. 6 up to dredged disposal area will be 2210 mtr.

- c) Dredging of the eastern side chicken neck in between existing basin tug Jetty and berth no. 2.

For this purpose, the shore dredge pipe line will be laid behind the existing lock office of I&CF division to connect the floating pipe line which will eventually floated in basin at a location near the basin tug jetty and this shore pipe line will be connected to the dredge pipe line at the eastern side of Dock basin near berth no. 2, so that this dredge spoil can be disposed in the dredged disposal ground near Marine office. The maximum length of this pipe line along with floating pipe line will be 600 mtr. The alignment of this pipe line is marked on the location plan as Z.

- d) Dredging of the western side of chicken neck and turning basin.

This pipe line will be floating pipe line in nature which will originate from the tee junction of the turning point A of the shore pipe line existent at the western side of the turning basin. The approximate maximum length of the pipe line will be 500 mtrs. The alignment of this pipe line is marked on the location plan as P.

- e) However, the exact route without any departure from the gross distance will be mutually decided at the time of doing the actual dredging.

Note: - For dredging of berth, shutdown will be given and there shall be no vessel along side the berth (one berth at a time). The Contractor shall have to complete the work within specified/given shutdown period.

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2.9 LOCK BARREL :

- i) Contractor will carry out dredging to bed level up to a level of 9.5M. BCD for one time at the initiation of work.
- ii) Payment of dredging will be made based on volume of dredging from pre-work and post- work level taken jointly. Payment will be restricted to the volume excavated upto 9.5M BCD.
- iii) Required dredger & equipment will be brought by contractor as finalized during tendering process.
- iv) When the dredging is continued up to Approach Jetty end i.e. when the Lock outer is open, the dredging will be done by deployment of dredger and the dredged material will be transported through pipeline to Receptacle no 7 beside Marine Office. However, in case of dredging with outer closed, the dredged material will be allowed to be deposited on non working surface of Lock Barrel, which the contractor will have to clear off by dumper-pay loader combination to specified receptacle/area inside/outside dock. However, for such evacuation of dredged material, contractor shall not be paid any charge beyond the accepted rate.
- v) Contractor has to take into account the effect of siltation in this case also and no separate payment will be allowed to account for this effect which is deemed to be included in his quoted rate.

2.10 APPROACH JETTY :

- i) Contractor will carry out dredging to bed level up to a level of 7 M. BCD once at the initiation and at the time of evacuation from Dock basin (Which shall be decided later)
- ii) Payment of dredging will be made based on volume of dredging from pre-work and post- work level taken jointly. Payment will be restricted to the volume excavated up to 7.0M BCD.
- iii) Required dredger & equipment will be brought by contractor as finalized during tendering process.
- iv) The dredged material will be transported through pipeline to Receptacle no. - 7 beside Marine office.
- v) Contractor has to take into account the effect of siltation in this case and no separate payment will be allowed to account for this effect which is deemed to be included in his quoted rate.
- vi) In the event of 2nd time Approach Jetty dredging at the time of evacuation from Dock Basin, total 3 days shut down will be given. The commencement of dredging time for Approach Jetty will have to be within three hours of commencement of shutdown allowed, failing which the time will be reckoned from the elapse of three hours from the commencement time of shut down.

3. RESPONSIBILITIES OF KoPT:

- 3.1 Identify suitable disposal area ashore indicating its location with respect to the dredge area on a chart along with pipeline routing within a maximum pumping distance of 2.5 KMs.
- 3.2 Provide and maintain throughout the period of contract, suitable dykes around the disposal area and to protect the existing structures. Further, KoPT, HDC shall arrange for spreading of the dredged material within the receptacles to ensure smooth disposal operation.
- 3.3 Provide suitable outlet for discharge of overflow water from the receptacles.
- 3.4 Provide suitable tug / tugs free of charge initially for positioning of dredger at the dredging site and thereafter for shifting of dredger from one dredging area to other, shifting the dredger to berth for attending maintenance / repairs if any and back to dredging site. For shifting of FPL the services of KoPT, HDC tug can be made use of subject to its suitability.
- 3.5 KoPT, HDC shall provide sufficient open space area, as mutually agreed upon, with water front for storage and assembly of pipeline and accessories near to the dredging site with water and power connection to be

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made available on chargeable basis. Contractor shall be permitted to erect temporary shed in this area for use as storage shed. The electricity and water charges will be paid by Contractor as per the existing tariff.

- 3.6 KoPT, HDC 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. KoPT shall provide fresh water to the dredger at dredging area / berth / waiting area, as practicable, on chargeable basis.
- 3.7 If, due to bad weather and other reasons, the dredger is not able to remain safely at dredging site, KoPT, HDC shall provide suitable berth / mooring facilities for safe berthing of the dredger at KDS / HDC free of charge. No payment.
- 3.8 KoPT, HDC shall provide suitable landing Jetty close to dredging site for operating routine boat services to the dredger free of cost.
- 3.9 KoPT, HDC shall provide dock entry permit to Contractor's personnel, vehicles etc. free of cost.
- 3.10 KoPT, HDC will post one Representative at their cost on board the Dredger to read and record dredging reports, if felt necessary, which would be required to be submitted in triplicate to General Manager (Marine) every week.
- 3.11 KoPT, HDC is the owner of dredged spoil generated, they have every right to dispose off/ reclaim/ use for other purposes.

4. (a) PRICE:

- 4.1 Contractor shall deploy all materials, plants, dredger/s, equipments, machinery and tools, pipes, personnel etc., laying of necessary floating and shore pipelines to carry out dredging work to achieve the required depth and pump the materials to the designated disposal area within the maximum pumping distance of about 2.5 KMs.
- 4.2 Contractor may deploy their Cutter Suction Dredger or appropriate floating mechanism, wherever necessary, to carry out dredging as required round the clock, if felt necessary on prior approval of the authority and pump /transfer the dredged spoil to the designated disposal area within the maximum pumping distance of about 2.5 KMs.
- 4.3 The rate shall be quoted Per Cu. M. of dredged quantity as per pre-work and post-work level basis which shall include cost of deployment of dredger/s or floating mechanism , pipelines, ancillary crafts, equipments with cost of fuel, all taxes and duties except Service Tax and applicable cesses thereon and all other incidental charges. Service Tax and applicable cesses thereon shall be paid separately by HDC as per prevailing provisions.
- 4.4 The rate shall also include, shifting of dredger from one location to other location, floating pipeline extension / curtailment, extension / curtailment of shore pipeline due to change in location as per the requirement of KoPT, HDC at contractors' account.
- 4.6 The rates indicated above do not include any port dues, pilotage, berth hire or mooring charge or Royalty etc. and the same shall be to the account of KoPT, HDC. HDC, KoPT shall not levy any vessel related charge on the dredger/ equipments deployed in the work. However, if any dredger/ equipment become defective and not removed from the site as per advice of the Engineer of the Contract, applicable charges /vessel related charges shall be recovered after expiry of 30 day from the advice of the Engineer.
- 4.7 No idle time charge shall be paid extra by KoPT, HDC for stoppage of work for the following reasons as enforced idle time:-
 - i) Shipping movements.
 - ii) Dredging suspended at the instructions of KoPT, HDC authorities when it causes adverse effect.
 - iii) Obstructions encountered during dredging.
 - iv) Clearing of suction mouth from underwater impediments like tyres, wire ropes, fishing nets, iron rods and any other materials choking up the suction mouth.
 - v) Dredger awaiting for urgent maintenance of Dykes / Bunds by KoPT, HDC.

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vi) Non-functioning of dredger or inability of contractor to maintain the floating pipeline due to adverse weather and tidal conditions.

Note: No idle charges will be paid for, while the idle time due to shipping movement may depending the Traffic and segment where dredging is done, but on an average 8 hrs downtime per day may have to be encountering while dredging in the shipping channel of the Dock Basin and Chicken Neck area. There will be however no idling of dredging when the same will be working near any berth inside Dock basin.

4(b) Time of Completion: 12 (Twelve) months from the date of acceptance of **work Order**.

5. 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 Hooghly 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.
6. The Contractor shall take all possible precautions to secure the efficient protection of the Docks, the river Hooghly and other waterways against pollution of whatever nature during the execution of the works. He shall not allow at any time as refuse including plastic, rubbish, etc. in whatever nature to be thrown into the water by his workmen or any other agency employed by him.
7. 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 General Manager (Marine), Haldia Dock Complex or his representative in writing of such discovery and carry out, at the Trustees' expenses, his order as to their retrieval. However, contractor will not be responsible for the damage as the same may get damaged when come in contact with the dredging equipment.
8. The dredger shall at all time work under the provision of the Indian Port's Act, The Major Port Trust Act and Port Rules and By Laws of the Trust.
9. The Trustees will arrange to carry out surveys of areas dredged and provide necessary charts thereof and adjoining waterways as required.
10. The Contractor shall maintain the dredger along with machinery, equipment, gear and navigational instruments etc. in efficient working conditions and maintain optimum output of the dredger at all times. Competent personnel shall man the dredger and the dredging and disposal operation must be carried out as per the requirement of the Trustees and to the satisfaction of the Port's representative on board. If any deficiency is observed in the working of the dredger, which would adversely affect her output, the fact will be brought to the notice of the Contractor who will take immediate necessary action for rectification of such deficiencies.

11. DREDGER AND OTHER EQUIPMENT:

The dredger shall be fitted with all gadgets and instruments for effective monitoring towards progress of dredging, automatic recorder of production, mixture density, turbidity at cutter head, fore and aft draft, course track, tide, dredge chart and other relevant information. The vessel should be fitted with instruments and gadgets for velocity measurements, silt concentration measurements, and other allied data.

The Engineer may at his sole discretion, put the dredger on trial or test its performance before and during the dredging operations. The Contractor shall be liable to replace the dredger found lacking in performance after the trial i.e. average rate of 250 Cu. M, per hour.

It may be noted that high currents prevail in the few areas and Contractor should mobilize equipment to work in such conditions of current.

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No separate Mobilisation & Demobilisation Charges will be payable in this contract.

13. INFORMATION REQUIRED:

(i) 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.

DETAILS OF THE CSD BEING OFFERED

Sl. No.	PARTICULARS	
1	NAME OF THE CRAFT	
2	OWNERS	
3	FLAG	
4	BUILDER	
5	YEAR OF BUILD	
6	HOURLY DREDGING CAPACITY, SOLID	
7	DISPOSAL PUMPING DISTANCE	
8	OFFICIAL NO.	
9	REGISTERING AUTHORITY	
10	GRT/NRT	
11	LOA	
12	BEAM	
13	DEPTH	
14	DRAFT	
15	DREDGING DEPTH	
16	ENDURANCE (full power)	
17	DREDGE PUMP ENGINE(No, Make, BHP each)	
18	GENERATOR ENGINE(No, Make, BHP each)	
19	NAVIGATIONAL EQUIPMENTS(Validity of Certificates)	
20	FUEL CONSUMPTION / HOUR of full power operation.	
21	Fuel consumption while on standby with galley on.	
22	Date of last dry-docking on	
23	Next Dry Dock due on (To maintain validity of class and statutory certificates)	
24	DREDGE PUMP (Make, BHP)	
25	Crew (Including Master)	
26	PRODUCTION METER (Make, Calibration Certificate indication authority & date of Calibration)	

(ii) A details description of all the materials, plants, dredger/s (to be submitted as above), equipments, machinery and tools, pipes, personnel etc. to be submitted with documental evidence and to be uploaded in Part-I (Technical and Commercial aspects) of the offer.

14. THE DREDGER MUST FULFILL THE FOLLOWING CRITERIA:

1. The Dredger must have valid statutory and classification certificates for the performance of designated duties.
2. There is no age restriction but, performance certificate may be submitted so that capability of the dredger can be judged.
3. The dredger should have adequate dredging capacity i.e. average rate of 250 Cu. M, per hour.
4. The dredger should be capable of undertaking shore disposal at a maximum distance of 2.5 kms.
5. The Contractor must keep all certificates of the dredger as applicable are valid and updated.
6. The dredger/ equipments (As applicable) must have valid insurance coverage.

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15. LIAISON OFFICER:

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

16. ACCRUAL OF CHARGES:

The contractual charges are inclusive of all the expenses connected to the operation of the dredger including supply of manning and materials, Floating Pipe Line & Shore Pipe Line, ancillary crafts, other equipments etc. for the same. The charges shall be paid to the contractor at the rates quoted by him and accepted by KoPT, HDC.

17. EVALUATION AND COMPARISON OF BIDS:

- 17.1 Kolkata Port Trust, Haldia Dock Complex reserve the right to accept price part of the offer (Part-II) of only such bidders whose technical and commercial aspects of the proposals (Part-I) are acceptable and complete. Kolkata Port Trust, Haldia Dock Complex's decision in this regard shall be final and binding on the bidders. Kolkata Port Trust, Haldia Dock Complex may not open the price part of the offer (Part-II) of the bidders whose technical and commercial aspect of the proposal is not acceptable or incomplete.
- 17.2 Kolkata Port Trust, Haldia Dock Complex also reserve the right to obtain revised commercial bid if necessary from the technically acceptable bidders.
- 17.3 The Bids received and accepted will be evaluated by the method indicated in the Price Bid.
- 17.4 Kolkata Port Trust reserves the right to refuse the dredger on her arrival at Haldia / Kolkata if the same is found to be not fulfilling the requirement as laid down in the tender.
- 17.5 During evaluation of the Tender, provided that the bidder submits his offer following tender stipulations & specifications, the lowest offer received will be considered for acceptance by the Trustees subject to further negotiations, if felt necessary.

18. BID OPENING:

- 18.1 Part-I: Technical and Commercial Aspects.

One representative of each bidder will be allowed to be present during the opening of the bid provided such representative possesses a written authorization from the bidder.

- 18.2 Part-II: Price part of the offer

Price Bid of only those Bidders, whose Technical and Commercial proposals are complete and acceptable, shall be opened on the scheduled date or a suitable date to be intimated later.

19. SIGNING OF THE CONTRACT:

On placement of work order to the successful bidder, the bidder shall arrange the dredger and all other equipments at Haldia within 45 days for the operation. The successful bidder will have to make arrangements for signing a formal agreement with Kolkata Port Trust, Haldia Dock Complex on a non-judicial Stamp paper of Rs. 20,000/- as per enclosed format within seven days on placement of work order.

20. The General Conditions of Contract of KoPT shall be applicable wherever relevant.

21. INSURANCE:

The vessel must 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.

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- iii) Total coverage for wreck removal in case the vessel is wrecked.

All persons deployed by the contractor on board the vessel 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 to the personnel engaged by the Contractor during the operation of the dredger or otherwise.

22. PAYMENT TERMS:

- 22.1 On account payment to the Contractor shall be arranged as and when required at the discretion of the Engineer of the Contract on the basis of measurements of completed works for each segment in the Dock Basin and completed work in the Lock and Approach Jetty at the quoted rates in the Bill of Quantities. However, there shall be a gap of at least 30 days between two interim payments.

Payment shall be made to the contractor within 30 days of submission of relevant bills accompanied by relevant documents. Payment will be made only through ECS for which the Contractor must furnish the relevant bank details immediately after signing the contract.

- 22.2 The bill to be submitted by the contractor shall be complete in all respect and fulfil the requirement of Service Tax Rules to enable KoPT to get CENVAT benefit.
- 22.3 Necessary penalty will be applicable as per Cl. - 24.
- 22.4 Income Tax and other deduction as required shall be made from the bills.

23. METHODOLOGY, HANDING OVER THE SITE, PENALTY ETC.:

(i) There will be dredging at inner Dock Basin, Lock Barrel and Approach Jetty of Haldia Dock Complex for a period of 01 (One) Year with shore disposal within receptacle upto a maximum distance of 2.5 KMs.

(ii) Contractor has to bring required Dredger/s, pipes, equipments and laying pipe lines etc. as per their design to make the work successful. The list of Dredger/s, equipments & manpower etc. will be declared & Frozen by the Contractor in Method statement during Tendering.

(iii) Dredging operation will have to be carried out without creating any hindrance of ship movement/ Port activities.

(iv) The entire Dock Basin will be divided in 10 (Ten) segments, dredging to be carried out in segment/s and after completion of each segment, the same will be taken over by Kopt, HDC for operational requirement. The contractor shall obtain permission for starting each segment. Some segments in high operations area will be required to be dredged in free time only.

(v) At the time of commencement of work, the contractor will be provided with Pre-work Drawing of the area.

(vi) For the purpose of making the desired dredged bed level i.e. 9.5 M. in case of inner Dock Basin and maximum 9.5 M. BCD in case of Lock Barrel and 7.0 M BCD at Approach Jetty. The contractor may excavate more than the achievable depths at Dock basin & at Approach jetty, if felt necessary, but the same will not be paid for. However, the contractor will be required to achieve at least 9.0 M in case of Lock barrel.

(vii) The bed profile will be certified by Port Survey unit. The matter will be scrutinised in same segmental process as has been taken over from the contractor during dredging.

(viii) There will be one time segment wise dredging at Inner Dock basin and also one time dredging at Lock Barrel & Approach Jetty as per the contract. At the end of the contract, dredging of Approach Jetty may be considered one more time, which shall be decided later.

(ix) Please refer to the following clauses and the evacuation plan in drawing for disposal of the dredged material.

- (1) Inner Dock basin - 2.8 (ix) of the Special Conditions of the contract.
- (2) Lock Barrel - 2.9 (iv) of the Special Conditions of the contract.

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(3) Approach Jetty - 2.10 (iv) of the Special Conditions of the contract.

(x) All receptacles destined to receive the dredged spoil will be maintained by KoPT, HDC. Evacuation plan of dredged material will be prepared taken care by KoPT, HDC.

(xi) When the dredging is continued up to Approach Jetty end i.e. when the Lock Outer gate is open, the dredging will be done by deployment of Dredger and the dredged material will be transported through pipeline to receptacle beside Marine Office. However, in case of dredging with Outer gate closed, the dredged material will be allowed to be deposited on non working surface of Lock Barrel, which the contractor will have to clear off with the method mentioned earlier in the same procedure.

(xii) Contractor has to take into account the effect of siltation, in this case and no separate measurement will be allowed to account for this factor which is deemed to be included in his quoted rate.

(xiii) Dredger/s, equipments, pipelines, man power etc. which have already been taken away by the Contractor has to be redeployed within one month notice to commence dredging activity as directed.

(xiv) Floating pipelines as well as shore pipelines which may create hindrances in port activities to be removed in ideal period to the safer location/s as directed by the KoPT/ HDC Authority so that same may be reinstate easily during next dredging operation. No extra cost in this regard will be paid for.

Note: Due to sensitive nature of machineries installed in the Lock and Approach Jetty and due to risk of damage to Lock walls, Caisson Gates, Struts as well as the pathways of the caisson; dredging in the Lock and Approach Jetty when done with Cutter Suction Dredgers shall have to be with due caution. Ensuring avoiding dropping the legs on any struts and ensuring that the cutter heads do not go beyond 9 – 9.5 metres of water (the depth at which struts exist being 10 metres). It is as such felt that additional equipment will also be required to be deployed by the contractor to ensure dredging near Caisson Gates and Lock walls etc.

Further, the total quantity of one time dredging at Lock and Approach Jetty is about 40,000 - 50,000 cubic metres, which may be difficult to do in five days time alone by single Cutter Suction Dredger, which may otherwise have low capacity from the perspective of finishing the total volume of about 7.5 million Cu.M in about a year. Contractors are as such requested to examine and deploy additional equipment of appropriate capacity, as necessary. It is clearly indicated that there is no opportunity of extending the total dredging time of Lock and Approach Jetty beyond five days as detailed in tender condition.

24. LIQUIDATED DAMAGE AND OTHER COMPENSATION:

- (i) The allotted time duration for dredging of inner dock basin along with 2nd time dredging of Approach jetty (if decided to be done) excluding the dredging activity of Lock barrel with 1st time Approach Jetty Dredging, stands at 360 days in total. If the Contractor fails to complete the aforesaid work involvement i. e. achieving the desired dredged bed level to a depth of 9.5 M below standing water level i.e. + 4.5 M ACD over the 10 (Ten) segmental areas for Inner Dock Basin, and maintaining 7 m BCD for Approach Jetty for the 2nd time ,within such stipulated contractual period , then he will be liable to pay @ ½% (half percent) of the total value of work as mentioned in BOQ, for every week or part thereof not exceeding 10% of the contract value of work relating to BOQ – 1 (i).
- (ii) In exigency of situation & in case of persistent failure of contractor in achieving the desired depth in any segment/ segments as per tender document, KoPT, HDC reserves the right to put it's own dredger or any other dredger at particular location and the cost involvement of such dredging for area to be dredged by KoPT, HDC plus 19.25% as departmental charge will be deducted from the contractor's bill.
- (iii) In case of Dredger/s, equipments, pipelines, man power etc. which have already been taken away by the Contractor and fails to redeploy or reinstate the same to commence the next dredging operation within one month of the notice a penalty @ ½% (half percent) for every week or part thereof on the total value of work done on that particular period.
- (iv) The total time allowed for Approach Jetty and Lock will be five days i.e. 120 hours in totality on each occasion. In the event of contractor's inability to complete the work within the time frame, the contractor shall pay a penalty of Rs. 25,000/- per hour beyond completion of 120 hours from the time of commencement of work placement of dredger and/or ancillary equipment in Approach Jetty and Lock area.

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The time will be reckoned until all the equipments (including dredger) is removed from the area and the Approach Jetty and Lock is ready for Port Operation.

The commencement of dredging time for Approach Jetty and Lock shall have to be within three hours of commencement of shutdown allowed, failing which the time will be reckoned from the elapse of three hours from the commencement time of shut down.

However, such extra time will not be allowed beyond 24 hours after the scheduled completion time of 120 hours. In case the desired depth is not achieved by that time, the dredgers and/or equipments will have to be removed from the area. In such case the contractor shall be entitled to get payment against work done in the area subject to the condition that the depth of 7.0 metres BCD at the Approach Jetty and 9.0 metres BCD at Lock is achieved by the contractor. If the contractor is not able to achieve the said depths in Approach jetty or Lock then no payment for work done shall be made against the concerned area i.e either Approach Jetty or Lock.

25. CONSTRUCTION OF SITE OFFICE, STORE ETC:

On an application from the Contractor, land near to the site of work will be allotted by the Trustees for the construction of Site Office, Store etc. and water body/ies in or outside of Dock Basin will be allotted bare minimum area by the Trustees for keeping dredger, vessels, floating pipelines etc. during idle period. For such allotment a rent of **Rs.10.00 per annum or part** thereof will be recovered from Contractor's bill for each establishment. The Contractor shall hand over vacant possession of the land free from all encumbrances within two months from actual date of completion of work failing which penal rent at the rate of Trustees' Schedule of Rent in vogue for the period beyond two months from the actual date of completion of work shall be levied on the Contractor and recovered from his final bill / Security Deposit. The Contractor shall build office, sheds etc. on the land allotted to him as approved by the Engineer or his representative and shall maintain a clean hygienic condition throughout the period of their use.

The Contractor shall maintain a Site Order Book at his site office and all orders and instructions issued to him from time to time by the Engineer or his representative will be recorded in the Site Order Book. The Contractor shall promptly sign each entry as a token of having received such orders.

26. POWER SUPPLY:

If available, suitable power supply may be arranged by the Trustees at the nearest existing supply point of the site of work on receipt of request letter from the Contractor to that effect. All necessary arrangements for the distribution at site will have to be made by the Contractor at his own cost as approved by the Trustees' Plant and Equipment Division.

Charges for consumption of power shall be periodically paid by the contractor or shall be recovered from the Contractor's Bill at the prevalent rates (Presently approx. Rs. 10/- per unit) of WBSEDCL from time to time plus 3% transmission loss and 19.25% as departmental overhead. In addition, installation and hire charges for meters shall also be recovered. The Trustees do not guarantee uninterrupted power supply from the above sources and Contractor shall not be compensated for any delay in providing / irregularity of power supply. The Contractor shall have to arrange for the supply of power at his own cost during such periods.

27. WATER:

The Contractor will arrange for supply of water both for drinking and for construction purposes. However, on written request from the Contractor, water for drinking and for construction purposes may be made available from the existing water line of the Trustees at a point near the site of work. The contractor will have to arrange for laying pipelines, as necessary, as per approval of the Engineer or his representative, for storing and distributing the same to the work point at his own cost.

Charges for consumption of water may be periodically paid by the contractor or shall be recovered from the Contractor's Bill at the rates of Trustees present norms as prevalent (Present rate – Rs. 40/ per ton + applicable charges) amended from time to time including installation of water meter by the contractor.

28. FORCE MAJEURE:

In the event of either party rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, relevant obligation of the party affected by such Force Majeure shall

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upon notification to the other party be suspended for the period which Force Majeure events lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term "Force Majeure" as employed shall mean the events as below:

- (i) Riot (unless solely restricted to or perpetuated by employees of the Contractor or his subcontractors / suppliers or occurring outside India) so far as it is uninsurable.
- (ii) War, hostilities (whether war be declared or not), invasion, directed to or by India or act of foreign enemies, directed to India.
- (iii) Rebellion, revolutions, insurrection, or military or usurped power, or civil war in India;
- (iv) Fire, flood, cyclone, hurricane and acts of God.

Time of performance shall be extended by the period of delay, which is directly caused by the Force Majeure. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid shall notify the other party in writing immediately but not later than forty eight hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of his claim.

Time of performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which such event lasts and affects the relative obligation directly. Such extension of time shall be without prejudice to the provision that time is essence of the Contract and any other terms and conditions related to time of completion as may provided elsewhere in the Contract.

If the work is affected by Force Majeure lasting for more than 60 days at a stretch, the parties to the Contract shall settle the issue mutually.

28.1 CONTRACT LABOUR LAWS:

The Contractor must comply with the provisions of Contract labour (Regulation & Abolition) Act 1970 and Contract Labour (Regulation & Abolition) Central Rules 1971 and the rules framed there under with all modifications/amendments being enforced from time to time.

The Contractor shall indicate **maximum number of workmen** to be engaged on any day for execution of the work in the appropriate place in the **ABSTRACT FORM OF TENDER** & he shall have to obtain a regular /permanent license as per sec12(1) of the Contract Labour Act.

Further , whenever a contract work has commenced or completed , the contractor has to intimate the same to the Assistant Labour Commissioner(Central) /labour Enforcement Officer (Central) in Form IV-A , within 15 days of such commencement or completion.

Also, as per "Building & Other Construction Workers (Regulation Of Employment & Conditions Of Service) Act-1996 and Central Rule 1998, contractors engaging ten (10) or more building workers in any building or other construction works, has to obtain a certificate of registration without fail under the referred act.

The contractor has to arrange for displaying the name of the Regional Labour Commissioner (Central), Asst. Labour Commissioner (Central) & Labour Enforcement Officer (Central) at his worksite(s).

The contractor shall inform the Principal Employer the date, time & venue of disbursement to be made by him to his workers.

The successful bidder shall also be required to put up a notice at the site of work mentioning the date, time & venue of disbursement to be made by him to his workers and he or his authorized representative shall have to be present during period of disbursement.

28.2 COMPLIANCE WITH E.P.F & M. P. ACT:

The successful contractor will have to comply with provision of EPF & MP Act –1952 (along with amendments, if any), issued from time to time.

If asked for by the Employer, the contractor will be required to submit Xerox of all payment challans and produce the original for verification to the principal employer.

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28.3 COMPLIANCE WITH E.S.I ACT:

If applicable , the successful bidder will have to comply with provisions of “Employers State Insurance Act – 1948”, along with amendments (if any) issued from time to time.

In case, where an employee is not covered under ESIC Scheme (or contribution not paid for him regularly) and meet an accident during and arising out of his employment, the contractor being the immediate employer, shall be liable to pay suitable compensation to him/ his family.

The contractor will be required to submit photocopy of all payment challans and produce the original for verification to the principal employer.

28.4 INDEMNIFICATION:

The successful bidder shall be deemed to indemnify and keep indemnified the Trustees from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of any law, rules or regulations having the force of law, including but not limited to –

- a) The Minimum Wages Act, 1948.
- b) The Dock Workers (Regulation Of Employment) Act, 1948
- c) The Building And Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996
- d) The Dock Workers' Safety, Health & Welfare Act , 1986
- e) The Payment of Wages Act, 1936.
- f) The Workmen's Compensation Act, 1923.
- g) The Employees Provident Fund Act, 1952.
- h) The Contract Labour (Regulation and Abolition) Act, 1970; Rules 1971.
- i) The Payment of Bonus Act, 1965.
- j) The Payment of Gratuity Act, 1972.
- k) The Equal Remuneration Act, 1976.
- l) The Employees State Insurance Act, 1948 & Employees State Insurance (Amendment) Act ,1989
- m) Child Labour (Prohibition and Regulation) Act, 1986.
- n) The Maternity Benefits Act 1961
- o) Interstate Migrant Workmen (Regulation Of Employment & Conditions Of Service) Act , 1979.

29. TERMINATION OF CONTRACT:

(a) In the event of occurrence of any event of default, HDC, KoPT may proceed for terminating the contract by way of giving three (3) months (termination period) notice within which time the contractor will be required to peacefully remove all the equipments along with the associated facilities installed/deployed by it under the contract from the allotted premises. In case of failure on the part of the Contractor to do so, HDC, KoPT shall be at liberty to dismantle/ remove the all equipments and the associated facilities at the cost, expenses and risk of the contractor. Also, in such event, the contractor shall not be entitled to claim any compensation from HDC, KoPT for any damage that may occur during such removal and keeping of the equipment at any location by HDC, KoPT.

(b) During the termination period of 3 months as at (a) above, the contractor may be asked by HDC, KoPT to continue to discharge its obligations under the contract which the contractor would be capable of performing and as may be mutually agreed upon with the object, as far as possible, of ensuring continuation of dredging work.

(c) No compensation shall be paid by HDC, KoPT to the contractor in the event of termination of the contract.

(d) If after termination, any amount is due to be paid by HDC, KoPT to the contractor, the same shall be paid after adjustment of the dues and damages receivable by HDC, KoPT from the contractor.

29.1 Amendment:

In case of exigency or for operational requirements, the conditions of the contract may be amended with mutual consent of both the parties, subject to the condition that such amendments are in conformity with the prevailing policy of Govt. of India and law of the land on the subject.

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29.2 Illegality:

If for any reason whatsoever any provision and condition of the contract is held to be void, illegal or invalid under present or future laws or regulations effective and applicable during the contract period, such provision shall be treated as fully separable and the remaining provision of the contract shall remain in full force. The other provisions of contract shall not be affected by such illegal or invalid provisions or by its severance from this contract. For the sake of smooth execution of the contract, any new condition(s) as may be mutually acceptable in supersession of the affected provision and condition of the contract shall be deemed to be a part of the contract from such point of time.

29.3 Amicable Settlement:

If any dispute or difference or claims of any kind arises between the Contractor and HDC, KoPT in connection with interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the contract, or the rights, duties or liabilities of the parties under the contract, then the parties shall meet together promptly at the requests of any party in an effort to resolve such dispute, difference or claim by discussions between them.

29.4 Arbitration:

(a) Arbitrators:

Failing amicable settlement, 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.

(b) Place of Arbitration:

The place / jurisdiction of arbitration shall be in Kolkata / Haldia, West Bengal, India.

29.5 Governing Laws:

This contract shall be governed by and construed in accordance with the prevailing laws of the Republic of India.

30. PRICE VARIATION CLAUSE:

Price Adjustment:

Price adjustment will be affected against the value of the work done from the second month of dredging activity in the event of upward or downward revision of fuel (HSD) price shall be made as per the following formula:-

$$V = \frac{0.28 \times 0.85 \times Q \times R \times (P - P_o)}{P_o}$$

V= Variation in price on account of High Speed Diesel (HSD) at the end of each month under consideration.

Q= Quantity dredged in CBM during the month under consideration

R= Contract rate per CBM

Po = Price of high speed diesel (HSD) fixed by the IOCL at Haldia, Purba Medinipur 7 days prior to the last date of submission of bids.

P = Price of high speed diesel (HSD) fixed by the IOCL at Haldia, Purba Medinipur at the beginning of each month under consideration.

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Note:- 1. Beyond the contract period and during extended completion period, the price adjustment payment shall be made at the frozen price index prevailing at the beginning of the month of original scheduled date of completion of work.

Note-2- If the work in any segment in dock basin overlaps on two or more months then the quantity executed in any month will be determined on pro rate basis.

31. DREDGER'S ENCUMBRANCES ON CONTRACTOR:

The contractor shall submit an undertaking that the dredger is free from all encumbrances for deployment under Haldia Dock Complex as per terms and conditions of the subject tender.

32. 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 Appendices.
- 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.

33. LIST OF CHARTS, DRAWING AND PLANS

- a) Surveyed chart
 - i) Dock Basin Sheet 1 – 28.09.2016
 - ii) Dock Basin Sheet 2 – 28.09.2016
 - iii) Lock Barrel – 22.10.2016
 - iv) Approach Jetty – 06.10.2016
- b) Drawing and plans
 - i) Evacuation plan – Alignment of dredging pipe line model – 28.09.2016
 - ii) Lock constructional drawings
- c) Berth occupancy details for one year – 28.09.2016

34. LIST OF ENCLOSED FORMATS:

Form of Tender - Annexure-I
 Form of Performance Bond/Bank Guarantee/Security Deposit - Annexure-II
 Format of Agreement - Annexure-III
 Format in case of Joint Bidding Agreement - Annexure-IV
 Format of Integrity Pact - Annexure- V
 Format of Security Clearance - Annexure- VI
 The dredging co-ordinates - Annexure- VII
 BANK GUARANTEE FORMAT
 (Earnest Money Deposit) :- Annexure – VIII
 Format related to Joint Venture/ Consortium: - Appendices 1-6
 Format of Price Bid

FORM OF TENDER

To
 The General Manager (Marine),
 Haldia Dock Complex,
 Kolkata Port Trust,
 P.O.- Haldia,
 Dist.- Purbe Medinipur,
Pin.- 721604

Dear Sir,

We, M/s.....having read and fully understood the specification conditions of Tender and General Conditions of Contract hereby Tender for "Dredging at the whole of inner Dock Basin, Lock Barrel and Approach Jetty at Haldia Dock Complex, Kolkata Port Trust" in accordance with and as set forth in Notice Inviting Tender, General Conditions of Contract etc.

The offers 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 Specification, 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/ General Manager (Fin.), I/C Rs..... vide Receipt No.....dated.....as Earnest Money, photostat 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 closing date of this Tender and in default of our so doing, the Earnest Money of Rs..... (Rupeesonly) deposited by us shall be liable to forfeiture at the option of the competent authority.

Should Kolkata Port Trust, Haldia Dock Complex 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 Trust, Haldia Dock Complex 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.....
 Full Address

Signature.....

(Seal)

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

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

(In lieu of Cash Security Deposit) to be issued by Haldia / Kolkata Branch, as the case may be of any Scheduled / Nationalised Bank of India on Non-judicial Stamp Paper worth Rs.100/- or more)

To

The Board of Trustees
For the Port of Kolkata, Haldia

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

Name of Issuing Bank.....

Name of Branch.....

Address.....

In consideration of the Board of Trustees of the Port of Kolkata, Haldia, a Body Corporate, duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt.....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 '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.....), we.....Bank.....Branch....., 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, 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, 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, Haldia Dock Complex" 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, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We..... Bank.....Branch, 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,

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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)

FORMAT OF AGREEMENT

(On Rs. 2,000/- STAMP PAPER)

AGREEMENT FOR CAPITAL DREDGING AT THE WHOLE OF INNER DOCK BASIN, LOCK BARREL & APPROACH JETTY AND MAINTENANCE DREDGING AT INNER DOCK BASIN

This Agreement made on theday of2016 between the Board of Trustees of the Port of Kolkata, Haldia, a body corporate constituted by the Major Port Trust Act 1963 (No. 38 of 1963) having its Head Office at 15, Strand Road, Kolkata-700001 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 M/S.....

having its registered office at..... hereinafter called the "contractor" (which expression shall unless excluded by or repugnant to the context be deemed to include its assigns or successors in office) on the other part.

WHEREAS the Trustees are desirous to carry out the job of Capital Dredging at the whole of inner Dock Basin, Lock Barrel & Approach Jetty and Maintenance Dredging at inner Dock Basin including the work specified in the Bid document in satisfactory manner and have accepted a Tender by the Contractor for the said work NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of the agreement, viz:-

- i) The Tender /offer and the acceptance of the tender/offer including terms and conditions finalised and accepted by both parties prior to opening of price Bid submitted by the contractor.
- ii) The Trustees General Conditions of Contract, unless superseded by document identified in 2(i) above.
- iii) The Price Bid as submitted by the contractor and as accepted by the Trustees.
- iv) The work order.....dated.....
- v) All correspondences and minutes of the meeting by which item 2(i) to 2(iv) is added, amended, varied or modified in any way by mutual consent.

3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Trustees to execute the work of supplying one Tug with experienced crew as per Conditions & Scope of work identified in documents noted in para-2 above and to the order of the Trustees for a period of one year from the date of work order and the same work may be extended for one more year under the same terms and conditions if desired by KOPT in conformity in all respects with the provisions of the contract.

4. The Trustees hereby covenants to pay the contractor in consideration of the satisfactory execution of the contract a sum of Rs..... (Rupees) only at the times and in the manner prescribed in the contract.

In witness whereof the parties have caused their respective Common Seals to be hereunto affixed the day and year first above written.

Contractor**GENERAL MANAGER (MARINE), HDC****Witness**

1.....

2.....

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

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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

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- (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 fulfilment 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)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
THIRD PART by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
SECOND PART by

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
FOURTH PART by

(Signature)
(Name)
(Designation)
(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

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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.

INTEGRITY PACT

Between

Kolkata Port Trust (KoPT), Haldia Dock Complex (HDC) hereinafter referred to as "The Principal"

And

.....hereinafter referred to as "The Bidder/Contractor"

Preamble

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

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

Section-1**Commitments of the Principal.**

- (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 IPC/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.

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- 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 Annex-"A".
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex "B".

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 with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in 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 per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6**Equal treatment of all Bidders / Contractors/ Subcontractors**

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand 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.

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Section 7

Criminal charges against violating Bidder(s)/Contractor(s)/ Sub contractor(s).

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8

Pact Duration:

This pact begins when both parties have legally signed it. It expires for the Contractors 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

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 9

Other Provisions:

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder 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) _____

E-Tender/Event Number: KoPT/Haldia Dock Complex/MO Div/15/16-17/ET/418**Annexure-VI****Proforma for Security Clearance****I. Details In Respect of Company / Firm (Indian / Foreign) :-**

Sl. No.	Full name of Companies and its foreign collaborated if any; including details of Board of Directors as in (ii) below	Date of Registration	Present & permanent address of Head Office, regional Offices and Registered Office	Joint Ventures with other business owned	Activities and other business owned	Name of CEOs / Partners (With details) as in (ii) below	Shareholding pattern for applicant company (and investing company, if applicable)	Details of earlier approvals, if any, (ref. No. & date)	Ultimate ownership of shareholding companies (and the investing company if applicable) along with detailed particulars of owns as in (ii) below

Foreign investee / partner company self declaration regarding presence / operation in China & Pakistan (if any).

II. Details In Respect of Directors / Key Executives:-

Sl. No.	Full name of Board Directors / Executives	Present position held with date (Since when)	Date of Birth	Parentage	Complete Present & Permanent Address	Nationality	Passport Nos. and issue date, if any	Contract address & Telephone Number, if any

III. Details of Shareholders (All firms/Companies/entities to be included. Also, individuals having share holding more than 10%):-

Sl. No.	Full name	Parentage Father/ Mother	Date of Birth	Permanent Address	Complete present Address	Present position held	Nationality (if hold dual nationality, both must be clearly mentioned)	% of Shares in other company (if any) than name of Company & complete address may be provided.

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The dredging co-ordinates inside Haldia Dock Basin Sheet wise are enumerated below:-

	To	From	To	From	Block
Sheet No. 1	22 01 33.0 N	088 05 12.0 E	22 01 42.2 N	088 05 12.0 E	A
	22 01 28.5 N	088 05 05.5 E	22 01 40.3 N	088 05 05.5 E	
	22 01 28.5 N	088 05 05.5 E	22 01 40.3 N	088 05 05.5 E	B
	22 01 30.0 N	088 04 56.0 E	22 01 37.1 N	088 04 56.0 E	
	22 01 24.0 N	088 04 56.0 E	22 01 37.1 N	088 04 56.0 E	C
	22 01 24.0 N	088 04 50.5 E	22 01 32.0 N	088 04 50.5 E	
	22 01 24.0 N	088 05 06.0 E	22 01 30.0 N	088 05 05.5 E	D
	22 01 24.0 N	088 04 56.0 E	22 01 30.0 N	088 04 56.0 E	
	22 01 19.8 N	088 05 07.5 E	22 01 24.0 N	088 04 56.0 E	E
	22 01 16.5 N	088 04 59.0 E	22 01 24.0 N	088 04 59.0 E	
	22 01 16.5 N	088 04 59.0 E	22 01 24.0 N	088 04 59.0 E	F
	22 01 18.0 N	088 04 52.5 E	22 01 24.0 N	088 04 50.5 E	
Sheet No. 2	22 02 09.2 N	088 05 19.9 E	22 02 06.6 N	088 05 29.9 E	A
	22 01 55.2N	088 05 27.3 E	22 01 57.9 N	088 05 16.4 E	
	22 01 55.2N	088 05 27.3 E	22 01 57.9 N	088 05 16.4 E	B
	22 01 39.4 N	088 05 22.8 E	22 01 42.2 N	088 05 12.0 E	
	22 01 39.4 N	088 05 22.8 E	22 01 42.2 N	088 05 12.0 E	C
	22 01 33.0 N	088 05 12.0 E	-	-	
Sheet No. 3	22 02 33.3 N	088 05 27.1 E	22 02 35.2 N	088 05 37.2 E	A
	22 02 09.2 N	088 05 19.9 E	22 02 06.6 N	088 05 29.9 E	

**BANK GUARANTEE FORMAT
(Earnest Money Deposit)**

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.....Bank.....
.....Branch, Kolkata / Haldia, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. We.....Bank.....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

E-Tender/Event Number: KoPT/Haldia Dock Complex/MO Div/15/16-17/ET/418

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)

E-Tender/Event Number: KoPT/Haldia Dock Complex/MO Div/15/16-17/ET/418

APPENDIX- 1

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)

E-Tender/Event Number: KoPT/Haldia Dock Complex/MO Div/15/16-17/ET/418

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.		

E-Tender/Event Number: KoPT/Haldia Dock Complex/MO Div/15/16-17/ET/418

Signature of Power of Attorney Holders

Name:

Designation:

Date :

Seal

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

Dredging at the whole of Inner Dock Basin, Lock Barrel and Approach Jetty at Haldia Dock Complex

	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

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

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

BID DOCUMENT**TENDER****FOR**

"DREDGING AT THE WHOLE OF INNER DOCK BASIN, LOCK BARREL AND APPROACH JETTY AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST. "

BY

HALDIA DOCK COMPLEX, KOLKATA PORT TRUST

Tender No. MMO/058-A/DREDGING/COMPOSITE/1790

E-Tender/Event Number: KoPT/Haldia Dock Complex/MO Div/15/16-17/ET/418

VOLUME-II**ISSUED BY**

**GENERAL MANAGER (MARINE)
HALDIA DOCK COMPLEX
P.O. - HALDIA
DIST. - PURBE MEDINIPUR
PIN. - 721604**

DECEMBER-2016

BILL OF QUANTITIES**PREAMBLE TO BILL OF QUANTITIES****GENERAL**

- 1.1** The Bill of Quantities must be read with the instruction to the bidder, Drawings, General Conditions of Contract and Special Conditions of Contract & Technical Specification and the Contractor is deemed to have examined and to have thoroughly acquainted himself with the detailed descriptions of the works to be done, and the way in which it is to be carried out.
- 1.2** The Contractors shall be bound to carry out the work at the accepted rates and shall not be entitled to any claim or compensation whatsoever.
- 1.3** The rates quoted shall be in both figures and words and that in words shall prevail.
- 1.4** The prices and rates entered in the Bill of Quantities by the Contractor shall include, inter alia, all costs and expenses involved in or arising out of the following:
- (a)** The provision, storage, transport, handling, use, distribution and maintenance of all materials, plant, dredgers, equipment, machinery and tools, including all costs, charges, dues, demurrage or other outlays involved in transportation.
 - (b)** The provisions and maintenance of all his staff and labour and their payment, accommodation, transport, fares and other requirements.
 - (c)** All required first aid, welfare and safety requirements.
 - (d)** The construction and maintenance of temporary access roads, landing jetties and the like and their removal and reinstatement on completion of the contract.
 - (e)** Damage caused to the works and /or construction, plant, materials and consumable stores caused by weather.
 - (f)** Overheads on costs and profits.
 - (g)** Licenses, fees and other charges for compliance of applicable rules that are in force.

E-Tender/Event Number: KoPT/Haldia Dock Complex/MO Div/15/16-17/ET/418

BILL OF QUANTITIES

TENDER FOR "DREDGING AT THE WHOLE OF INNER DOCK BASIN, LOCK BARREL AND APPROACH JETTY AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST. "

Sl. No.	Description of item.	Quantity	Rate in INR	Unit	Amount in INR
1	Dredging at inner Dock Basin, Lock Barrel and Approach Jetty by mobilising and deploying Cutter Suction Dredger or other means with all tools & plants, equipments, machineries, floating / shore pipelines, personnel etc (as per declaration of successful bidder & accepted as per scope of work in Tender document) for deepening the bed level to a depth of 9.5 Metres below standing water level i.e. +4.5 M ACD at inner Dock Basin and 9.5 Metres BCD at Lock Barrel and 7 Metres BCD at Approach Jetty. Rate also includes for discharging dredged spoil to the near by receptacles through suitable pipe lines to be laid from intake point/s to outlet point/s, and all incidental charges in this regard may also be included, all shore /floating pipelines alongwith laying, crossing roads with provision of smooth thoroughfare of roads, putting through culvert etc as required at contractor's own cost etc.				
	Rate also includes for de mobilising of all materials, plants, dredgers, equipments, machinery and tools, pipes, personnel etc. at site after successful completion of work etc., all complete and as directed.				
	[Payments will be made to the actual dredged quantity to be calculated on the basis of pre-work level and post-work level difference to achieve desired dredged bed level such as a depth of 9.5 M. below standing water level i.e. +4.5 M ACD in case of inner Dock Basin and up to 9.5 M. BCD over the areas in case of Lock Barrel and up to 7 M. BCD over the areas in case of Approach Jetty].				
	i) Inner Dock Basin area and Approach Jetty for 2nd time at the end of the contract.	690,852.00		Cu.M.	
	ii) Lock Barrel and Approach Jetty -	62,267.00		Cu.M.	
			Total = Rs.		

CORRIGENDUM

Reference tender no. KoPT/ Haldia Dock Complex/MO Div/15/16-17/ET/418 and pre-bid meeting held on 05.01.2017 and subsequent pre-bid queries submitted by M/s Reach Dredging Ltd, M/S DCI Ltd and M/s IMS Ltd, the amended matters and clauses (according to the given page references) to be replaced as follows:-

Page 9:

Clause 44 DOCK PERMITS: To be issued on chargeable basis.

Page 17:

3.2 d) A list of works which are in hand at the time of submitting the offer as per the enclosed proforma titled 'Concurrent Commitments of The Bidder' vide 'Appendix-7' in Volume-I of the tender document.

3.2e) A Declaration is required to be submitted by the bidder confirming that no conditions / deviations have been added in COVER- II, i.e., in the price part of the Bid.

3.2 f) Scan copies of the following documents to be uploaded:-

- i)** Valid Professional Tax Clearance Certificate / Up to date tax payment.
- ii)** Proof of possessing valid Employees' Provident Fund (EPF) Account.
- iii)** Proof of being registered with Employees' State Insurance Corporation (ESIC), if applicable. If this is not applicable, documentary evidence to establish Non-applicability to be submitted along with techno-commercial bid. Such document(s) shall have to be furnished, along with an affidavit affirmed before a first-class judicial Magistrate to that effect (vide proforma of affidavit attached to Volume-1 of Tender Document).
- iv)** In case the contractor is not covered under the ESI Act, then he must additionally indemnify Ko.P.T against all damages and accidents occurring to his labourers.

Page 18:

5.1 The successful tenderer(s) shall have to submit Security Deposit amount computed as per the under noted percentage on the evaluated value of the tender as accepted by Kolkata Port Trust, HDC in Demand Draft or in the form of Bank Guarantee as per the enclosed format in favour of "Kolkata Port Trust, Haldia Dock Complex" from a National/Scheduled Indian Bank from its branch at Kolkata or Haldia.:-

Value of the work	% Security Deposit
More than Rs. 20,00,000/-	10% of first Rs. 10,00,000/- + 7.5 % of next Rs. 10,00,000/- + 5% of balance amount

In case Bank Guarantee is issued by a branch outside Kolkata or Haldia, the same shall be counter-guaranteed by a Kolkata / Haldia branch of the same bank. The Bank Guarantee shall remain valid for 3 months beyond the contract period. The Security Deposit will be released within 90 days after successful completion of the contract period without any interest.

Page 29:

3.6 KoPT, HDC shall provide suitable berth facilities at HDC / KDS, subject to availability, for maintenance /repair of dredger and other crafts deployed by the Contractor. The permit movement of Contractor's mobile crane inside the dock as and when required will be issued on chargeable basis. KoPT shall provide fresh water to the dredger at dredging area / berth / waiting area, as practicable, on chargeable basis.

KoPT/ Haldia Dock Complex/MO Div/15/16-17/ET/418

3.9 KoPT, HDC shall provide necessary RFID permit for contractor's personnel for entering into the Dock Area on chargeable basis. Until the time RFIDs are issued, the cost of daily entry passes also has to be borne by the contractor.

ADDENDUM

Annexure - IX

(TO BE SUBMITTED WITH COVER-I OFFER)

ABSTRACT FORM OF TENDER (UNPRICED)

I/ We hereby tender for the under mentioned work for its execution within the specified time and in accordance, in all respects with the specifications, design, drawing and instructions in writing and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as practicable.

(TO BE FILLED IN BY THE BIDDER)

- (a) Name of Work :
- (b) Estimated cost. :
- (c) Earnest Money. :
- (d) Security Deposit
(Including Earnest Money).: As per provisions in the tender.
- (e) Time allowed for completion of the work.
- (f) Permanent I/T A/c. No. :
- (g) Maximum number of
workmen to be engaged
on any day. :
- (h) Bank Details :

Name of Bank :-

Branch:-

Branch Code :-

Account Number:-

- (i) **RATE TENDERED BY ME/ US IS: NOT TO BE QUOTED IN COVER – I OFFER**

(Signature of the Bidder/ lead member of the consortium)

Address:-

Witness:-

(Name in block letters)

Address:-

Occupation:-

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

**CONCURRENT COMMITMENT(S) OF THE BIDDER (i.e Works In The Hand Of The Bidder At
The Time Of Submission Of Tender Offer)**

(To be submitted with Part-I of Offer)
Bidders must fill in the under noted columns.

Dredging at the whole of Inner Dock Basin, Lock Barrel and Approach Jetty at Haldia Dock Complex

Sl. No.	Full particulars of works to be executed concurrently by the bidder. (i) Name of work. (ii) Client. (iii) W.O. No. & Date.	Sanctioned Tender Value. (in Rs.)	Completion time as stated in tender.	Name and address to whom reference can be made.
1.	(i)			
	(ii)			
	(iii)			
2.	(i)			
	(ii)			
	(iii)			
3.	(i)			
	(ii)			
	(iii)			
	(i)			
	(ii)			
	(iii)			
	(i)			
	(ii)			
	(iii)			

Reply to the Pre-Bid queries raised by Reach Dredging Ltd.

S. No.	Page No.	Clause	As mentioned in the NIT	Bidder's queries	Proposed reply
01	29 (Point No. 4.8) It is wrongly mentioned as Point No. 4.7 in the bidder's queries	Idle timing	<p>No idle time charge shall be paid extra by KoPT, HDC for stoppage of work for the following reasons as enforced idle time:-</p> <ul style="list-style-type: none"> i) Shipping movements. ii) Dredging suspended at the instructions of KoPT, HDC authorities when it causes adverse effect. iii) Obstructions encountered during dredging. iv) Clearing of suction mouth from underwater impediments like tyres, wire ropes, fishing nets, iron rods and any other materials choking up the suction mouth. v) Dredger awaiting for urgent maintenance of Dykes / Bunds by KoPT, HDC. vi) Non-functioning of dredger or inability of contractor to maintain the floating pipeline due to adverse weather and tidal conditions. <p>Note: No idle charges will be paid for, in the event of the dredger may remain idle for about 8 hours every day due to shipping movement. When the dredger will be working in the channel of Basin and chicken neck. There will be however no idling of dredging when the same will be working near any berth inside Dock basin.</p>	Dredgers sometimes have to undergo Idle time due to shipping movement stoppage on account of instruction from Engineer-in-Charge or on account of any other ground. Therefore Idle time clause should be provided and the charge should be in the account of client.	It is well defined in the given note at the end of the clause. However, on an average, 8 hrs of idle time per day may be assumed. No idle charge will be paid for the duration.
2	31 (point no. 12)	MOBILISATION AND DEMOBILISATION CHARGE:	No separate Mobilisation & Demobilisation Charges will be payable in this contract.	Our request to provide the mobilization & Demobilization charges	Can't be acceded to.
3	39 (Point no. 31)	DREDGER'S ENCUMBRANCES ON CONTRACTOR:	The contractor shall submit an undertaking that the dredger is free from all encumbrances for deployment under Haldia Dock Complex as per terms and conditions of the subject tender.	Our request is that the dredger encumbrance declaration cannot be given as dredgers are capital intensive equipment	Undertaking required that the dredger/ substitute dredger is free to work for the entire period of the contract.

Reply to the Pre-Bid queries raised by Dredging Corporation of India Ltd.

S. No.	Page No.	Clause	As mentioned in the NIT	Bidder's queries	Proposed reply
01	16 (Point No. 2.0)	Earnest Money Deposit	<p>Earnest money and cost of tender paper are to be deposited by vendors/contractors through E.C.S. to the Current Account as appended hereunder through separate transactions:</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>The intending bidders should submit Earnest Money of INR. 24,06,500 (Rupees Twenty four Lakh Six thousand and Five hundred only) to Haldia Dock Complex by RTGS / NEFT along with their offer directly into the designated bank account of Kolkata Port Trust, Haldia Dock Complex.</p> <p>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, In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court. Specimen EMD format is enclosed at Annexure-VIII. The Bank Guarantee shall remain valid for a period of 180 days from the scheduled date of opening of Part-I of the bid with a further claim period of one month otherwise their offer will be summarily rejected. For the issuance of EM BG, the aforesaid Bank A/C may be considered as the beneficiary bank, to enable confirmation of issuance of the Bank Guarantee directly to the beneficiary bank.</p>	It is requested to consider to consider Bank Guarantee validity period to 120 days.	Not agreed

2	18 (point no. 5)	SECURITY DEPOSIT	Successful Tenderer will submit Security Deposit for a sum equivalent to 10% of the total contract value of the Tender as accepted by KoPT, HDC in Demand Draft or in the form of Bank Guarantee as per the enclosed format in favour of "Kolkata Port Trust, Haldia Dock Complex" from a National/ Scheduled Indian Bank from its branch at Kolkata or Haldia. In case Bank Guarantee is issued by a branch outside Kolkata or Haldia, the same shall be counter-guaranteed by a Kolkata / Haldia branch of the same bank. The Bank Guarantee shall remain valid for 3 months beyond the contract period. The Security Deposit will be released within 90 days after successful completion of the contract period without any interest.	Considering the duration of project being 12 months, it is requested that the security deposit be released within 30 days after successful completion of the work.	Not agreed.
3	19 (Point no. 7.12)		Kolkata Port Trust, Haldia Dock Complex reserves the right to ask the L1 bidder, to submit a break-up of the submitted prices with adequate justification to establish reasonableness. Bidders to confirm in writing in the form of Tender that should Kolkata Port Trust, Haldia Dock Complex 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, HDC, 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, HDC, their Tender may be cancelled by Kolkata Port Trust, Haldia Dock Complex.	It is requested that being a competitive bid, contractor is not bound to provide a n y price breakup or justification for the rates. Requested to modify the condition suitably.	Not agreed
4	23 (Point no. 9.3)	VALIDITY OF PRICE BID	The Part-II (Price Bid) shall be valid for acceptance for a minimum period of 180 (one hundred eighty) days from the date of opening of Part-I (Technical & Commercial aspects of Bid).	Requested to limit the price bid validity to 90 days from the date of opening of Part-I as keeping the high cost equipment for such a longer period is financially loss to the contractor.	Not agreed

5	28 (Point no. 3.5)	CONTRACTOR'S WORKING AREA	KoPT, HDC shall provide sufficient open space area, as mutually agreed upon, with water front for storage and assembly of pipeline and accessories near to the dredging site with water and power connection to be made available on chargeable basis. Contractor shall be permitted to erect temporary shed in this area for use as storage shed. The electricity and water charges will be paid by Contractor as per the existing tariff.	Please provide the rates of the areas that could be provided for working area.	Please see the Clauses 25, 26 and 27.
6	29 (Point no. 4.7)	IDLE TIME CHARGES	No idle time charge shall be paid extra by KoPT, HDC for stoppage of work for the following reasons as enforced idle time:- i) Shipping movements. ii) Dredging suspended at the instructions of KoPT, HDC authorities when it causes adverse effect. iii) Obstructions encountered during dredging. iv) Clearing of suction mouth from underwater impediments like tyres, wire ropes, fishing nets, iron rods and any other materials choking up the suction mouth. v) Dredger awaiting for urgent maintenance of Dykes / Bunds by KoPT, HDC. vi) Non-functioning of dredger or inability of contractor to maintain the floating pipeline due to adverse weather and tidal conditions.	Please consider to add clause for idle time charges which will be paid for every hour 80% of the respective hourly equivalent of daily hire rates. Idle time charges will be payable for: a) Suspension of dredging works for shipping movements. b) Dredging operations suspended at the instructions of port authorities. c) Idling due to third party intervention. d) Idling due to adverse weather conditions.	It is well defined in the given note at the end of the clause. However, on an average, average 8 hrs of idle time per day may be assumed. No idle charge will be paid for the duration.
7	30 (Point no. 9.0)	SURVEYS	The Trustees will arrange to carry out surveys of areas dredged and provide necessary charts thereof and adjoining waterways as required.	Kindly confirm that Employer will carry out survey (Pre, Interim and Post) at their cost.	It is clearly mentioned that the surveys shall be arranged by the trustees at their cost.
8	33 (Point no. 22)	PAYMENT TERMS	On account payment to the Contractor shall be arranged as and when required at the discretion of the Engineer of the Contract on the basis of measurements of completed works for each segment in the Dock Basin and completed work in the Lock and Approach Jetty at the quoted rates in the Bill of Quantities. However, there shall be a gap of at least 30 days between two interim payments. Payment shall be made to the contractor within 30 days of submission of relevant bills accompanied by relevant	It is requested to add the following in the said clause: Monthly payment should be made within 15 days of receipt of corrected bills. Final bill shall be paid within 30 days of receipt of final bill. Also requested to include provision for payment of interest on delayed payments beyond due date at the rate PLR 2%.	Not agreed

			documents. Payment will be made only through ECS for which the Contractor must furnish the relevant bank details immediately after signing the contract.		
9		Underwater obstructions		Please confirm the dredging area is clear of any kind of underwater obstructions which can hamper dredging work or affect dredgers. Also in case of idling of dredger due to encountering of underwater obstructions, the idle time charges would be applicable.	In case any underwater obstruction is encountered, work can be continued in some other location of the same segment till the former location is ready for further dredging.

Reply to the Pre-Bid queries raised by IMS.

S. No.	Page No.	Clause	As mentioned in the NIT	Bidder's queries	Proposed reply
01	Page 16	Clause 2.0	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, In the event of issuing Bank Guarantee by any Branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee.	Contractors should be allowed to submit a EMD in the form of bank guarantee from any nationalised /scheduled bank in India. And the bank guarantee should be encashable at the issuing branch only.	Not agreed
2	Page 16	Clause 2.0	In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of the Kolkata High Court.	The clause can be modified as "In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of state where the issuing branch is located".	Not agreed
3	Page 19	Clause 7.10	The rate quoted by the bidders shall be inclusive of all Taxes and Duties.	If there is any increase in existing tax or addition of new tax then the same have to be reimbursed on submission of supporting documents.	Any change in applicable tax structure will be paid for/recovered
4	Page 18	Clause 05	Successful Tenderer will submit Security Deposit for a sum equivalent to 10% of the total contract value of the Tender as accepted by KoPT, HDC in Demand Draft or in the form of Bank Guarantee as per the enclosed format in favour of "Kolkata Port Trust Haldia Dock Complex" from a	Contractors should be allowed to submit a bank guarantee from any nationalised/ scheduled bank in India without any counter guarantee.	Not agreed

			National/Scheduled Indian Bank from its branch at Kolkata or Haldia. In case Bank Guarantee is issued by a branch outside Kolkata or Haldia, the same shall be counter-guaranteed by a Kolkata/ Haldia branch of the same bank.		
5	Page 17	Clause f(i) & (ii)	i) VAT registration certificate ii) Valid Trade License	We are a service provider and hence we are not applicable for VAT and Trade License.	Agreed. Please see the corrigendum.
6	Page 26	Clause 2.3	Contractor to bring required Dredger/s & equipments ad per their design to make the work successful. The list of Dredger & equipments will be declared & Frozen by the Contractor in Method statement during Tendering.	Option should be provided to replace the declared dredger with the similar/larger capacity dredger.	It is already there in the tender document.
7	Page 26	Clause 2.8(II)	The contractor has to take into account the siltation factor in each segment and no separate payment will be allowed to this effect.	Please advice the siltation rate at Inner dock basin, lock barrel and approach jetty.	Two survey reports at each section (Dock Basin, Lock and Approach Jetty) of different dates (of around one year) will be provided to calculate the siltation rate.
8	Page 26	Clause 2.8 (vi)	For the purpose of making the bed level 9.5 M below standing water level, the contractor may have to excavate more than 9.5 M to retain the depth up to desired depth till the completion of execution in that particular segment. However, the extra depth thus dredged shall not be considered for payment. Payment will be restricted to the volume excavated upto 9.5 M depth below standing water level.	Some to tolerance should be considered as it is difficult to maintain the exact depth to the achieved.	Not agreed.
9	Page 28	Clause 2.9 (iv)	However, in case of dredging with outer closed the dredged material will be allowed to be deposited on non working surface of lock Barrel, which the contractor will have to clear off with the method mentioned earlier in the same procedure.	If the material has to be double handled, then KOPT to provide location for disposing the material within 2.5 kms.	Not agreed.
10	Page 30	Clause 4b	Time of Completion: 12 (Twelve) months from the date of acceptance of work Order	Please confirm whether the time for completion is inclusive of monsoon period.	The time period of 12 months is inclusive of monsoon season.
11	Page 34	Clause 24	LIQUIDATED DAMAGE AND OTHER COMPENSATION	Once a segment is completed and handed over to the KOPT then the liquidated damage for that segment should not be applicable.	Yes. Once dredging of any segment is completed and handed over to HDC, KoPT, no liquidated damage clause will be implemented for that particular segment.
12				10 %of the contract value should be paid as advance on submission of Bank	Not agreed. Payment will be made on completion of dredging at any

				Guarantee for the same.	segment and on completion of dredging at Lock and Approach Jetty.
13				Please confirm whether the EMD be will released upon submission of Security Deposit.	Yes. Earnest Money Deposit of successful bidder will be refunded after validation of BG submitted as security deposit.
14				Please confirm the method of survey, frequency of survey and quantity calculation. We recommend to do post dredge survey for every 15 days due to heavy re-siltation.	Survey will be done pre and post completion of dredging at any segment.
15				Environmental clearance if any to be obtained for dredging operation should be on trustee account.	This not being capital dredging, environmental clearance is not required.