



**KOLKATA PORT TRUST**

**KOLKATA DOCK SYSTEM**

**DIRECTOR, MARINE DEPARTMENT**

**15, STRAND ROAD, KOLKATA-700 001**

**Telephone no. 033-2230-3214/033-22303451, Extn-375**

**FAX No.033-2231-3271, Email: [dmd@kolkataporttrust.gov.in](mailto:dmd@kolkataporttrust.gov.in)**

**Website: [kolkataporttrust.gov.in](http://kolkataporttrust.gov.in)**

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**BID DOCUMENT**

**FOR THE TENDER**

**OF**

**DREDGING OF LOCK AND APPROACH JETTY AND DE-SILTATION  
OF GROOVES, CAMBERS OF LOCK GATES AND DRY-DOCK  
GATES AT KPD AND NSD**

**TENDER NO. Mrn/HMP/445/61/1 dated 06.06.2017**

**E- Tender No. KoPT/Kolkata Dock System/DMD/10/17-18/ET/139**

**JUNE 2017**

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**E- Tender No. KoPT/Kolkata Dock System/DMD/10/17-18/ET/139**

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### SCHEDULE OF TENDER (SOT)

<b>Tender No.</b>	Mrn/HMP/445/61/1 dated 06.06.2017.
<b>Tender Authority</b>	<b>Director, Marine Department, Kolkata Port Trust, 15, Strand Road, Kolkata-700 001 Phone:033-2230-3214/033-22303451,Extn-375 Fax No.033-2231-3271, Email: dmd@kolkataporttrust.gov.in Website: kolkataporttrust.gov.in</b>
<b>Name of work</b>	Dredging of Lock and Approach Jetty and de-siltation of grooves, cambers of Lock Gates and Dry-Dock Gates at KPD and NSD.
<b>Mode of Tender</b>	e-Procurement System Online (Part I- Techno -Commercial Bid and Part-II-Price Bid) through <a href="http://www.mstecommerce.com/eproochome/">www.mstecommerce.com/eproochome/</a> of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Kolkata Port Trust.
<b>e-Tender No.</b>	<b>KoPT/Kolkata Dock System/DMD/10/17-18/ET/139</b>
<b>Estimated value of Tender</b>	<b>Rs. 3000 Lakh for five years. PQ criteria has been drawn on one year's estimated value of Rs. 600 lakh.</b>
<b>Period of Contract</b>	<b>The contract will be for a period of 5 (five) years.</b>
<b>Date of NIT available to parties to download.</b>	<b>06.06.2017</b>
<b>Date, time and place of Off line Pre-Bid Meeting</b>	<b>16.06.2017 at 1500 hours in the room of Director Marine Department.</b>
<b>i) Earnest Money Deposit.</b>	An amount of Rs.40,00,000/- (Rupees Forty lakhs) only shall be submitted as ' <b>Earnest Money Deposit</b> ' (EMD) by Banker's cheque/ Bank Draft/ Pay Order payable to "Kolkata Port Trust" and payable at Kolkata (refer page-7, clause no. 5 and 9 of Annexure A and refer page-24, clause no. 7.1 of Annexure B).

<b>ii) Tender Cost</b>	An amount of Rs.10,000/- (Rupees Ten Thousand only) only shall be submitted as " <b>cost towards Tender Document</b> " by Banker's cheque or Pay Order or Demand Draft drawn in favour of "Kolkata Port Trust" from any of the Nationalized/ Scheduled Banks in India having branch in Kolkata or Treasury Receipt of the deposit issued by the Treasurer, <b>Kolkata Port Trust</b> as the case may be.( Refer page 7 clause no. 5 & 9 of Annexure A and refer page clause no. 3.5 of Annexure B, page 12 & 13).
<b>iii) Transaction Fee</b>	<b>Rs.17,250/-</b> (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 A at Pg-6).
<b>Last date of submission of EMD &amp; Bid Document Fee to KoPT.</b>	<b>Up to 1300 hrs on 30.06.2017</b>
<b>Date of starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eprochome/">www.mstcecommerce.com/eprochome/</a></b>	<b>06.06.2017. at 1600 hrs.</b>
<b>Date of closing of online e-tender for submission of Techno-Commercial Bid &amp; Price Bid.</b>	<b>Up to 1400 hours on 30.06.2017. The last date of submission of tender will not be extended under any circumstance.</b>
<b>Date &amp; time of opening of Part-I (i.e. Techno-Commercial Bid) shall be informed separately.</b>	<b>30.06.2017 after 1500 hours.</b>
<b>Date of opening of Price Bid (Part-II)</b>	<b>Bidders to be informed separately.</b>

**ANNEXURE-A**

**IMPORTANT INSTRUCTIONS FOR E-TENDER**

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

You are requested to read the terms and conditions of this tender before submitting your online tender. Bidders 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) <b>Registration:</b> The process involves bidder's registration with MSTC e-procurement portal which is free of cost. Only after registration, the bidder(s) can submit his / their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid will be done over the internet. The Bidder should possess Class III signing type digital certificate. Bidders 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><b>SPECIAL NOTE: THE TECHNICAL BID AND THE PRICE BID HAS TO BE SUBMITTED ONLINE AT <a href="http://www.mstcecommerce.com/eprochome">www.mstcecommerce.com/eprochome</a></b></p> <ol style="list-style-type: none"><li>1. Bidders are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-Procurement → PSU / Govt Depts. → Select KoPT Logo-&gt; Register as Bidder -- Filling up details and creating own user ID and password → Submit.</li><li>2. Bidders will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</li></ol> <p>In case of any clarification, please contact KoPT/MSTC, (at least one working day before the scheduled date and time of the e-tender).</p> <p><b>Contact person (KoPT):</b></p> <table><tr><td>1. Dealing Officer's name: B. Pakrashi Designation: Harbour Master (Port) Phone No.: 9836298636 e-mail: <a href="mailto:hmp@kolkataporttrust.gov.in">hmp@kolkataporttrust.gov.in</a></td><td>2. N. Rajaram Dy. Harbour Master (Port) 9674155637 <a href="mailto:dhmp@kolkataporttrust.gov.in">dhmp@kolkataporttrust.gov.in</a></td></tr></table> <p><b>Contact person (MSTC Ltd):</b></p> <table><tr><td>1) Mr. Arindam Bhattacharjee Deputy Manager (E-commerce) Mobile No. 09330102643 <a href="mailto:Email-arindam@mstcindia.co.in">Email-arindam@mstcindia.co.in</a></td><td>2) Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Email: <a href="mailto:smukherjee@mstcindia.co.in">smukherjee@mstcindia.co.in</a> Mobile No. 07278030407</td></tr><tr><td>3) Ms. Sumona Maity Management Trainee(E-Commerce) Mobile-09831155225 <a href="mailto:Email-smaity@mstcindia.co.in">Email-smaity@mstcindia.co.in</a></td><td></td></tr></table>	1. Dealing Officer's name: B. Pakrashi Designation: Harbour Master (Port) Phone No.: 9836298636 e-mail: <a href="mailto:hmp@kolkataporttrust.gov.in">hmp@kolkataporttrust.gov.in</a>	2. N. Rajaram Dy. Harbour Master (Port) 9674155637 <a href="mailto:dhmp@kolkataporttrust.gov.in">dhmp@kolkataporttrust.gov.in</a>	1) Mr. Arindam Bhattacharjee Deputy Manager (E-commerce) Mobile No. 09330102643 <a href="mailto:Email-arindam@mstcindia.co.in">Email-arindam@mstcindia.co.in</a>	2) Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Email: <a href="mailto:smukherjee@mstcindia.co.in">smukherjee@mstcindia.co.in</a> Mobile No. 07278030407	3) Ms. Sumona Maity Management Trainee(E-Commerce) Mobile-09831155225 <a href="mailto:Email-smaity@mstcindia.co.in">Email-smaity@mstcindia.co.in</a>	
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	<p><b>B) System Requirement:</b></p> <p>i) Windows 7 or above Operating System .</p> <p>ii) IE-7 and above internet browser.</p> <p>iii) Signing type digital signature</p> <p>iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p> <p>To disable “Protected Mode” for DSC to appear in the signer box following settings may be applied.</p> <ul style="list-style-type: none"> <li>Tools = &gt; Internet Options = &gt; Disable protected Mode If enabled –i.e, Remove the tick from the tick box mentioning “ Enable Protected Mode”.</li> <li>Other Settings:</li> </ul> <p>Tools = &gt; Internet Options = &gt; General = &gt; Click on Settings under “ Browsing history/Delete Browsing history” = &gt; Temporary Internet files = &gt; Activate “ Every time I visit the Webpage”</p> <p>To enable All active X controls and disable ‘use pop up blocker’ under Tools → Internet Options → custom level (Please run IE settings from the page <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> once)</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 KoPT. Such bidder(s) will be intimated date of opening of Part- II (Price Bid), through valid email confirmed by them.</p>
3.	<p>All entries in the tender should be entered in online Technical &amp; Commercial Formats without any ambiguity.</p>
4.	<p><b>Special Note towards Transaction fee:</b></p> <p>The bidders shall pay the Transaction Fee using “ Transaction fee Payment” link under “My Menu” in the bidder log in. The bidders have to select the particular tender from the event dropdown box. The bidder shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the bidder shall generate a challan by filling up a form. The bidder shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online payment, the bidder shall have the provision of making payment using its Credit / Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the bidder shall be receiving a system generated mail.</p> <p><b>Transaction fee is non refundable</b></p> <p>A bidder will not have the access to online e-tender without making the payment towards transaction fee</p> <p><b>NOTE:</b> The bidders are advised to remit the transaction fee well in advance before the last date of submission of tender so as to give themselves sufficient time to submit the bid.</p> <p><b>Contact Details:</b>  Fax No. 033 – 22831002  Email ids: <a href="mailto:sanjibpoddar@mstcindia.co.in">sanjibpoddar@mstcindia.co.in</a>. <a href="mailto:arindam@mstcindia.co.in">arindam@mstcindia.co.in</a>.</p>

	<p><a href="mailto:rpradhan@mstcindia.co.in">rpradhan@mstcindia.co.in</a>. <a href="mailto:smukherjee@mstcindia.co.in">smukherjee@mstcindia.co.in</a>.</p> <p>Bidders may please note that the transaction fees 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. In case of failure to submit the payment towards transaction fee for any reason, the bidder will not have access to the e-tender.</p>
5.	<p>In case of failure to make payment towards cost of Tender Document &amp; Earnest Money Deposit for any reason, the bidder, in turn will not have the access to on line e-tender and no correspondence in this respect will be entertained and KoPT will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of Tender Fee and EMD through separate Banker's cheque or pay order or demand draft/ as per clause 3.5 under page 12 and 13 well in advance and clause 7.1 Pg- 24 (Earnest Money deposit) respectively well in advance and verify completion of transaction in respect of Tender Fee and EMD. Bidders are instructed to use <i>Upload Documents</i> links in "My Menu" to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB. Once the documents are uploaded in the library, bidders can attach documents through "Attach Document" link against the particular tender.</p>
6.	<p>All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalisation of tender by KoPT. Hence the bidders are required to ensure that their corporate email ID provided is valid and updated at the stage of registration of bidder with MSTC (I.E. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
7.	<p>i) 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. <b>The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.</b></p> <p>ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer(s). Please see website <a href="http://www.mstcecommerce.com/eprochome/">www.mstcecommerce.com/eprochome/</a> of MSTC Ltd.</p>
8.	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
9.	<p>Bidding in e-tender.</p> <p>a) Bidder(s) need to submit necessary EMD, Tender Document fees (tender cost) and Transaction Fees to be eligible to bid online in the e-tender. Tender document fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by KoPT.</p> <p>b) An amount of <b>Rs. 40 Lakh</b> (Rupees Forty lakh only) for '<b>Earnest Money Deposit</b>' and <b>Rs.10,000/-</b>(Rupees Ten thousand) for Tender fee has to be deposited by Demand Draft/ Pay Order / Banker's cheque from any Scheduled /Nationalised Bank in favour of 'Kolkata Port Trust' payable at Kolkata to be submitted physically in the office of Director, Marine Department, 15, Strand Road, Kolkata-700 001. Scanned copy of payment towards Tender Document fee and Earnest Money Deposit to be uploaded while submitting the e-tender (please refer to clause 3.5 at page 12 &amp; 13 and clause 7.1 at page 24 )</p> <p>c) If any bidder withdraws is tender before 180 days from the date of opening of the Techno Commercial Bid of the tender, the Earnest Money Deposit will be forfeited by the Trustees.</p> <p>d) Tender without the Earnest Money or depositing the Earnest Money in a manner other than what has been stipulated here- in -before or for an amount less than the specified amount would be considered as invalid tender and would be summarily rejected.</p>

e) NSIC registered firms in relevant categories (under single point registration scheme) are exempted from depositing cost of Tender Document & Earnest Money deposit. Documentary evidence must be submitted in Part-I (Techno-Commercial Bid) of their offer for claim of such exemption otherwise their offer will be rejected. In case of submission of the bid by joint venture/ consortium, all members of the joint venture/consortium should have NSIC registration in the relevant categories.

f) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.

g) 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](http://www.mstcecommerce.com) → e-procurement → PSU / Govt Depts. → Login under KoPT→ My menu → Auction Floor Manager – live event – Selection of the live event

h) The bidder should allow running JAVA application. The exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/ Commercial specifications and save the same. After that click on the technical bid. If this application is not run then the bidder will not be able to save/submit his technical bid.

i) After filling the Technical Bid, bidder should click ‘save’ for recording their Technical Bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on “save” to record their price bid. Then once both the Techno-Commercial bid and price bid has been saved, the bidder can click on the “Final Submission” button to register their bid.

Note: The Techno commercial bid and the price bid cannot be revised once the submit button has been clicked by the bidder.

j) Bidders are requested to use *Attach Doc button* to upload documents. Multiple documents can be uploaded.

k) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.

l) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.

m) The e-tender floor shall remain open from the pre-announced date and time and for as much duration as mentioned above.

n) 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.

o) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

p) KoPT reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

q) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms and conditions for



	the tender.  r) 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.	This 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.	KoPT has the right to cancel this e-tender without assigning any reasons thereof.
14.	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <a href="http://www.mstcecommerce.com/eprochome/mstc">www.mstcecommerce.com/eprochome/mstc</a> of MSTC Ltd.
15.	The bidders <b>must upload</b> all the documents required as per terms of NIT, failing which the tender shall lead to disqualification. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
16.	The bid will be evaluated based on the filled-in technical & commercial formats.
17.	<b>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.</b>
18.	Necessary addendum / corrigendum (if any) of tender would only be hosted in the e-tendering portal of M.S.T.C.
19.	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 will not be considered.
20.	Bidders are requested to read the vendors guide and see the video in the page <a href="http://www.mstcecommerce.com/eprochome">www.mstcecommerce.com/eprochome</a> to familiarize with the system before bidding.

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**ANNEXURE-B**

**TENDER NOTICE**

**e-TENDER for dredging of Lock and Approach Jetty and de-siltation of grooves,  
cambers of Lock Gates and Dry-Dock Gates at KPD and NSD**

**TENDER No. Mrn/HMP/445/61/1 dated 06.06.2017**

**ESTIMATED VALUE OF THE TENDER FOR FIVE YEARS Rs. 3000 LAKH.  
PRE-QUALIFICATION CRITERIA HAS BEEN DRAWN ON ONE YEAR'S  
ESTIMATED VALUE OF Rs.600 LAKH. PERIOD OF CONTRACT FIVE YEARS**

Kolkata Port Trust intends to engage a contractor for out sourcing the work of both the Grab Dredger and the Jet Dredger through a single contract for dredging of Lock and Approach Jetty and de-siltation of grooves, cambers of Lock Gates and Dry-Dock Gates at KPD and NSD for five years.

e-Tenders are invited for the above work from reputed, bonafide and resourceful firms who meet the following pre qualification criteria:-

**1.0 Pre Qualification criteria**

1. The firm must have experience in dredging/de-silting works. Performance certificate and work order/agreement obtained from the previous client 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 on 31.05.2017 which should be in the following manner:

a) 3 (three) \*similar completed works each costing not less than Rs.240 lakh ;

Or

b) 2 (two) similar completed works each costing not less than Rs.300 lakh ;

Or

c) 1 (one) similar completed work costing not less than Rs.480 lakh;

**\*"Similar Work" means "dredging and / or de-silting work using any mechanized system"**

3. The average annual financial turnover of the firm during the last 3 years ending 31<sup>st</sup> March, 2016 must be at least Rs. 180 lakh.

4. Claims for fulfilling the above criteria must be adequately supported by appropriate documents i.e. work order, performance certificate from Clients, Audited Balance Sheet including audit reports and Profit and loss account for last 3 Years (i.e. 2013-14, 2014-15 & 2015-16). In case of Joint Venture bids, all parties must submit the above documents.

Bid documents may be downloaded from:

- a) MSTC website: [www.mstcecommerce.com/eprochome/kopt](http://www.mstcecommerce.com/eprochome/kopt)  
or
- b) KoPT website: [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)  
or
- c) Central Public Procurement Portal: <http://eprocure.gov.in>

Amendment, Corrigenda or clarifications, if any, shall be hoisted on the above mentioned websites only.

- 2.0 **UNDERTAKING:** The bidder shall submit following unconditional undertaking while submitting the bid using digital signature.

**“THE BIDDER HAS FULLY READ AND UNDERSTOOD THE ENTIRE TENDER DOCUMENT, GCC AND ADDENDA IF ANY, DOWNLOADED FROM THE INSTANT E-TENDER AND NO OTHER SOURCE, AND WILL COMPLY TO THE SAID DOCUMENT, GCC AND ADDENDA”**

With this, there will be no necessity to upload signed bid document and GCC.

- 2.1 **TENDER AUTHORITY:**

Director, Marine Department,  
Kolkata Port Trust, 15, Strand Road, Kolkata-700 001,  
Phone: 033-2230-3451-Extn: 375, Telefax: -033-2230-3214  
Fax No: 033-2230-4901 E-mail: [dmd@kolkataporttrust.gov.in](mailto:dmd@kolkataporttrust.gov.in)  
Website: [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)

### 3.0 INSTRUCTIONS TO THE BIDDERS

- 3.1 The Bidder must be capable of mobilizing adequate equipment, resources, & man power to dredge / de-silt the designated areas in KPD & NSD having a capacity of dredging of at least 1000 cu. Mts. / per day comprising 8 hours of operation in a staggered manner.
- 3.2 Age of the floating crafts deployed for the work must not be more than 15 years as on 01.06.2017.
- 3.3 The bidder is free to adopt any methodology for the work but must have the capacity to dredge 1000 cu.m. of silt per day in 8 hrs. of operation in staggered manner.
- 3.4 Online application with supporting documents for the Tender shall be addressed to Director, Marine Department, Kolkata Port Trust and submitted to the Office of the, Director Marine Department, 15, Strand Road, Kolkata-700 001.
- 3.5 Parties downloading the tender paper from websites must submit Original Demand Draft/Banker's Cheque/Pay Order payable to "Kolkata Port Trust" for an amount of Rs.10,000/- (Rupees Ten Thousand only) being the cost of Tender document, failing

which the tender will not be considered. Cost of tender document is to be submitted physically to the office of Director Marine Department, 15, Strand Road Kolkata 700 001 before scheduled date and time of submission of tender and a scanned copy of which must be uploaded along with Part 1 of the bid.

- 3.6 Online application should be uploaded within the specified date and time of submission after which no application will be accepted. Kolkata Port Trust will not be responsible in any way for procedural delay.
- 3.7 Mere uploading of Tender document will not mean that a particular Bidder will be automatically considered qualified and their bid will be entertained. Such qualifications will be reviewed at the time of evaluation of bids.
- 3.8 In case there is an unscheduled Holiday / Bundh / Strike on the prescribed date of pre-bid meeting or last date of submission of the tender, the next working date will be treated as the scheduled prescribed date for the same.
- 3.9 Kolkata Port Trust reserves the right to reject all the tenders or to accept any tender in whole or in part without assigning any reason whatsoever.
- 3.10 While evaluating tenders, regard would be paid to National Defence and security consideration.
- 3.11 Bidders are advised to submit quotations based upon Technical Specification, terms and conditions, Scope of Work contained in the Bid Document and General Conditions of Contract and not to stipulate any deviation. Should it, however, become unavoidable, deviations should be suggested during pre bid meeting. KoPT reserves the right to accept or reject the suggested deviations. No deviation from the laid down conditions of the Bid Document is firm unless the same is notified by KoPT.
- 3.12 **The information being provided in this Tender Document does not relieve the Bidders from carrying out the works to suit the specified needs. The Bidders 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.**
- 3.13 Tenders not accompanied with EMD as per Clause-7 are liable for rejection.
- 3.14 KOLKATA PORT TRUST will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.

- 3.15 The work to be done as described in Bid-document. The Bidders who need clarifications on any specific issue shall inform the Engineer in writing well in advance of the date of pre-bid discussion at the address given in clause 3.17 below.
- 3.16 The Bidders shall specially undertake to keep his offer valid for acceptance up to 180 days from the date of opening of Techno–Commercial Bid (Part-I) and to abide by all the conditions laid down in the Bid Document.
- 3.17 If the bidders find any discrepancy or omission in the Bid document or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer, who may send a written explanation to the queries. No oral interpretations shall be made by any Bidder as to the meaning, if any, of the provisions of the Bid documents. Every request for an interpretation shall be in writing, addressed and forwarded to the Engineer at the following address:-
- The Director Marine Department, Kolkata Port Trust, 15, Strand Road, Kolkata-700 001.**
- 3.18 The bidders may please note that Kolkata Port Trust will not entertain any correspondence or queries on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agent to visit Kolkata Port Trust's Offices for making such inquiries. Should Kolkata Port Trust find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by Kolkata Port Trust.
- 3.19 Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder.
- 3.20 The General Conditions of Contract of Kolkata Port shall be applicable wherever relevant. **The GCC may be downloaded from KoPT website, "Homepage - Rule and Regulations - Non Service Regulations". However, in case there is a conflict between the clauses of Special Conditions of Contract (SCC) and General Conditions of Contract, the clauses under Special Conditions of Contract as mentioned in this tender will be overriding.**

#### **4.0 INSTRUCTIONS FOR FILLING UP THE BIDS**

- 4.1 The bids can only be submitted in the name of the bidder. Bidders shall sign their proposal and all attached documents with the exact name of the firm. Bidders shall prepare their bid themselves. Bids prepared by agents will not be given cognizance.
- 4.2 The Bid any annotations or accompanying documentation shall be in English language only and in metric system.
- 4.3 Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to

the bid. Kolkata Port Trust may reject outright any bid unsupported by adequate proof of the signatory's authority.

- 4.4 The bid document shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be completed and free from ambiguity, change or inter lineation.
- 4.5 Bidders should indicate at the time of quoting against this bid their full postal and fax/ E-mail address.
- 4.6 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 amounts quoted in words shall be deemed to be the correct amount.
- 4.7 Changes to terms and conditions as enumerated in the bid document will not be valid unless notified by Kolkata Port Trust in writing to the bidder.
- 4.8 Kolkata Port Trust reserves the right to ask any one of the bidders, who have submitted their price quotations to submit a break-up of the submitted prices with adequate justification to establish for each such component. Bidders to confirm in writing in the form of Tender that should Kolkata Port Trust deem it necessary to ask for such a break up of quoted price, they will be duty bound to do so as requested by KoPT, they shall be further duty bound to provide justification to the same, failing which or if their justification of prices are found unacceptable to KoPT, their Tender may be cancelled by Kolkata Port Trust.
- 4.9 Director, Marine Department, Kolkata Port Trust or his representative may convene meeting with the bidders with prior notice which the bidders will have to attend, failing which, decisions of the Director, Marine Department taken unilaterally will be final and binding on the bidders.

## **5.0 MODE OF SUBMISSION OF BID**

- 5.1. Tenders to be submitted on-line as specified at e-tender important instructions.
- 5.2. The tenders are to be submitted in two parts i.e. Part-I & Part –II. Part –I should constitute the Technical Bid and terms and conditions of offer and Part-II should constitute only the Price Bid without any deviation and condition.
- 5.3. **Part-I (Techno-Commercial) will contain the following documents:-**
  - a) Brief particulars of the Firm.

- b) Current Trade License, Sales Tax Clearance / Vat Certificate, as applicable, Authentic documents related to registration under Service Tax Authority, compliance of ESI, Minimum Wages Act.
- c) Details of Similar Works previously carried out by the firm with value of each work.
- d) Performance Certificate of previous works carried out mentioning the total value of work and period of completed works.
- e) Photo copy of the Treasury Receipt of Rs. 10,000/- (Rupees Ten Thousand only) issued by KoPT or Original Bank Draft / Bankers Cheque / Pay Order in favour of “Kolkata Port Trust” of Rs.10,000/- as cost of tender document.
- f) Original Bank Draft / Bankers’ cheque / Pay order as per rates mentioned in clause 7.0, payable to “Kolkata Port Trust” as **Earnest Money Deposit** is to be submitted physically to the office of Director Marine Department, 15, Strand Road Kolkata 700 001 before scheduled date and time of submission of tender and the scanned copy to be uploaded alongwith Part 1 of the bid.
- g) The details of equipment proposed to be deployed along with their hourly output to be submitted.
- h) Letter of authority, if any.
- i) Filled up “Form of Tender” as per enclosed proforma.
- j) In case the firm is not covered under ESI Act or exempted, they should furnish necessary documents along with an affidavit in original affirmed before a 1<sup>st</sup> Class Judicial Magistrate in a non-judicial stamp paper worth Rs.50/- to that effect as per enclosed KoPT approved format (Annexure-VII). In addition, such firms not having ESI coverage must indemnify KoPT against all damages and accidents occurring to their staff in a non-judicial stamp paper worth Rs.50/- as per enclosed format (Annexure-VIII).
- k) In case of Joint Venture / Consortium, all members have to submit documents as per (a), (b), and (l)
- l) Copy of Current P.F. Statement or in case they are exempted under Provident fund act, they would furnish necessary documents along with an affidavit affirmed before a first class Judicial Magistrate to the effect as per enclosed Proforma (Annexure-IX).
- m) Photocopy of PAN card and details of ECS.
- n) A separate letter addressing to Director, Marine Department, Kolkata Port Trust, confirming that the tenderer has accepted all terms and conditions laid down in the Bid Document.



- o) A declaration that the crafts proposed to be deployed is free from all encumbrances and lien. In case the vessels/equipments are not owned by the bidders directly, a legal agreement with the owner of the vessel/equipment in respect of the tender must be submitted covering the entire period of the contract.
- p) Duly executed Integrity Pact as per Annexure V.

5.4. **Part –II (Price Bid) shall contain only the ‘Price Bid’ as per the format without any condition or deviation.**

## **6.0 JOINT VENTURES / CONSORTIUM AND OTHER FORMS OF ASSOCIATION**

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

- i) All joint venture agreements / consortium agreements, technical collaboration agreement shall ensure that all parties of the joint venture/consortium are individually and jointly responsible for the tender conditions and such agreements are legally valid.
- ii) Joint venture/consortium should be in the nature of legally acceptable agreements and such agreements should be notarized.
- iii) Such joint venture/consortium agreement should contain explicitly the scope and responsibilities of all the partners in the joint venture/consortium in terms of financial and technical commitments/contribution. The JV/consortium should be equally, severally and jointly responsible.
- iv) One of the members of the consortium shall be authorized as being in-charge (lead member), and this authorization shall be evidenced by a power of attorney duly signed by the authorized signatories of the consortium Members as per the format enclosed in the tender document as (**Annexure-XI**).
- v) The validity of the joint venture/consortium agreement entered upon on the award of Letter of Acceptance (LOA) by the port should continue for entire period of contract as specified in the tender. All such agreements shall be irrevocable for the above periods.
- vi) Firms with at least 26% equity holding each shall be allowed to jointly meet the eligibility criteria.
- vii) Where the bidder is a consortium the average annual financial turnover of the individual members forming the consortium shall be submitted.
- viii) The purchaser of the tender document must be a member of the consortium submitting the tender.

- ix) It is clarified that an unsuccessful bidder or JV/Consortium shall not be permitted to join a successful JV/Consortium whose bid is accepted at a later date.
- x) In case of a Consortium, the combined Technical and Financial Capability of those members who have and shall have an equity share of at least 26% (twenty six per cent) each in the Special Purpose Vehicle (or SPV) as explained in this tender document, should satisfy the above conditions of eligibility, provided that each such member shall, for a period of 2 (two) years from the date of commercial operation of the contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPV

#### 6.1. **FURTHER CONDITIONS FOR JV/CONSORTIUM:**

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

- (a) The Tenderer shall not have a conflict of interest that affects the Tendering Process. Any Tenderer found to have a **Conflict of Interest** shall be disqualified. A Tenderer shall be deemed to have a **Conflict of Interest** affecting the Tendering Process, if:
  - (i) The Tenderer, its Member or Associate (or any constituent thereof) and any other Tenderer, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Tenderer, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Tenderer, its Member or Associate, as the case may be) in the other Tenderer, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956, or any of its subsequent amendment. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
  - (aa) Where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for

computing the shareholding of such controlling person in the Subject Person;  
and

- (bb) Subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis ; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb).
  - (i) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; **OR**
  - (ii) A constituent of such Tenderer is also a constituent of another Tenderer; **OR**
  - (iii) Such Tenderer, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Tenderer, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Tenderer, its Member or any Associate thereof; **OR**
  - (iv) Such Tenderer has the same legal representative for purposes of this Tender as any other Tenderer; **OR**
  - (v) Such Tenderer, or any Associate thereof has a relationship with another Tenderer, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Tender of either or each other.
- (b) A Tenderer shall be liable for disqualification if any legal, financial or technical adviser of KoPT in relation to the Tender is engaged by the Tenderer, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Tender. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Tenderer, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this Tender. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the contract.

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

**Note:**

Notwithstanding anything to the contrary contained in this tender document, in the event of any member of any Consortium suffering from a Conflict of Interest, the offer of such consortium shall be treated as disqualified. However, in the event of similar situation arising / detected after placement of LOI, the same shall have to be

addressed and resolved by the Consortium, failing which the contract, if entered into, shall be terminated.

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

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

**6.2. Technical & Financial Capability.**

The tenderer (whether a single entity or a consortium) must satisfy pre-qualification criteria as stipulated at Clause-1.0

**6.3. Assessment of eligibility:**

- 6.3.1. 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.
- 6.3.2. 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.
- 6.3.3. 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.
- 6.3.4. The Tenderer shall submit a Power of Attorney as per format given at **Annexure-X**, authorizing the signatory of the Tenderer to submit the tender.
- 6.3.5. Where the 'Successful Tenderer' is a 'Consortium', it shall be required to form an appropriate 'Special Purpose Vehicle' or SPV, incorporated under the Indian Companies Act 1956, to execute the Contract Agreement and execute the contract. It shall, in addition to forming the SPV, comply with the following additional requirements:
  - a) Members of the Consortium shall nominate one member as the 'Lead Member' who shall have an equity share holding of at least 26% of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at **Annexure-XI**, 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 **Annexure-XII**.
- 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 **Annexure-XIII and XIV**.
- d) An individual (single entity) Tenderer participating in the instant tender shall not be a member of any other Consortium participating in the instant tender; further, a member of a particular Consortium shall neither submit any tender individually nor shall be a member of any other Consortium participating in the instant tender;
- e) Members of the Consortium shall enter into a binding Joint Bidding Agreement (JBA) (substantiated in the form specified at **Annexure-XV**, 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.

- 6.3.6. 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 **Annexure-XVI**.
- 6.3.7. 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 **Annexure-XVI**.
- 6.3.8. 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.

#### 6.4. **Change in composition of the Consortium**

- 6.4.1. Change in the composition of a Consortium shall not be permitted by KoPT either during the ‘Techno-commercial Evaluation Stage’ [i.e., from the ‘date of issuance of Tender.’ up to the ‘date of notification of the techno-commercially valid tenders’] or during the ‘Price-Evaluation Stage’ [i.e., from the ‘date of notification of the techno-commercially valid tenders’ up to the ‘date of placement of Letter of Intent (LoI)’. The same may be permitted only after placement of LoI where:
- a) The reason for such change with proof, if applicable, shall be submitted along with the application. Request for change without any valid reason will not be entertained by KoPT.
  - b) The Lead Member continues to be the Lead Member of the Consortium;
  - c) (i). In case of substitution, the substitute is at least equal, in terms of Technical & Financial Capability, to the Consortium Member who is sought to be substituted. In this regard, documents shall have to be furnished to establish that the proposed member is in possession of experience and having financial health at least equal

to that of the substituted member during the period as stipulated in the pre-qualification criteria of the tender. (ii). In case of removal of any member without substitution, the remaining member(s) shall fulfill the pre-qualification criteria of the tender. (iii). In case of induction of any additional member(s), documents shall have to be furnished to establish experience and financial health of the proposed additional member.

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

6.4.2. 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.
- c) The Non compliance of the pre conditions as per NIT by the change in composition of the Consortium

**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 at the sole discretion of KoPT, including annulment of the Tendering Process.

## **7.0 EARNEST MONEY DEPOSIT:**

- 7.1. The bidders shall be required to deposit INR **Rs. 40 Lakh** as 'Earnest Money Deposit' (EMD) payable to 'Kolkata Port Trust' by Banker's Cheque or Pay Order or Demand Draft, payable at Kolkata. Alternatively, an amount of INR 10.0 Lakh (Rupees ten lakh) shall be paid by Banker's Cheque / Demand Draft / Pay Order 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 Calcutta High Court. Specimen EMD format is enclosed at Annexure-II. The Bank Guarantee shall remain valid for a period of 6 months from the scheduled date of opening of Part-I of the bid with a further claim period of one month. EMD is to be submitted offline and a scanned copy must be uploaded.

- 7.2. Earnest Money of unsuccessful bidders will be refunded within 2 months of opening the Price bid or on finalization / acceptance of tender, whichever is earlier. If Price bid is opened before expiry of validity of Earnest Money Instrument, the same will be refunded to bidders other than the L-I bidder. EMD of L-I bidder will only be encashed. If Price bid cannot be opened for any reason before expiry date of Earnest Money Instrument, the bidder would be requested to extend the validity of the EMD Instrument within the validity period of the offer, failing which the EMD instrument would be encashed. Tender submitted without EMD shall not be considered.
- 7.3. After conclusion of Tender process, EMD of successful bidder will be returned without interest after submission of Security Deposit. However, the contractor may be allowed to convert the EMD as a part of Security Deposit. In case the successful bidder fails to accept the contract or fails to submit the Security Deposit, the EMD will be liable for forfeiture.

## **8.0 SECURITY DEPOSIT**

- 8.1. Successful bidder will submit Security Deposit for a sum equivalent to **10% of the total evaluated value as per price bid** of the tender, as accepted by KoPT, in Demand Draft or in the form of Bank Guarantee as per the enclosed format at Annexure-II in favour of 'Kolkata Port Trust' from a National/Scheduled Indian Bank with branch at Kolkata. 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. In case of Bank Guarantee, the same shall remain valid for 3 months after the final expiry of the contract. The Security Deposit will be released within 60 days after successful completion of the contract.
- 8.2. In the event the Contractor fails to commence operation within **60** days after expiry of stipulated mobilization period 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, the Security Deposit shall be liable for forfeiture.
- 8.3. Director, Marine Department, Kolkata Port Trust 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.



- 8.4. After the issuance of 'Letter of Intent', Security Deposit will have to be submitted within 15 working days. Work order will be issued immediately after receipt of Security Deposit. The contractor shall commence the work within the prescribed mobilization period after issuance of 'Work Order'.

## **9.0 DUTIES & TAXES**

The rate quoted by the bidders shall be inclusive of all Taxes and Duties as on schedule date of submission whether direct or indirect, except Service Tax and applicable Cess. Service Tax and applicable cess will payable extra by KoPT at actual. Cenvatable documents to be submitted by the contractor, if applicable. Any modification (addition / deletion / alteration including implementation of GST) in taxes or duties in future by the GOI subsequently will be adjusted separately at the material times. 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 access in pact 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 price, shall not be entitled for re-imburement of any additional amount due to modification of taxes or duties subsequently. But any recovery due on account of any modification in taxes subsequently shall be determined and made by KoPT from the amount payable under the contract. Service Tax including applicable cess would also be imposed on all Deductions and Penalties on the contractor. However, as KoPT is not a Registered Body Corporate, it is not liable to pay Service Tax under "Reverse Charge" mechanism.

The bill / invoice is to be submitted by the party should be in proper format as per Tax Rules.

## **10.0 PRICING OF BID**

- 10.1. **General:** The Bid shall be quoted in and as per format of Price Bid.
- 10.2. **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.
- 10.3. **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 the Bid.
- 10.4. **Mobilisation of equipment.**

The contractor shall mobilize all vessels and equipments within 30 days of issuance of work order and commence work. Delay in mobilizing the vessels & equipment will attract a penalty @ 10% of the fixed Daily Hire charges of the vessels &

equipment for both components of work for each day of delay. No separate mobilization or de-mobilisation charges will be paid. The contractor shall include such costs, if any, in the daily hire charge quoted by him.

## **11.0 Interpretation of Terms.**

In the Contract and specifications the following works and expressions shall have the following meanings.

“THE TRUSTEES” -The expression ‘THE TRUSTEES’ means the Board of Trustees for the Port of Kolkata.

The “CHAIRMAN” shall mean the Chairman of the Board of Trustees for the Port Kolkata.

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

“THE CHIEF MECHANICAL ENGINEER” - The expression “The Chief Mechanical Engineer” means the office holding that post under the Trustees and includes his successors in office.

“THE HARBOUR MASTER PORT”- The expression “Harbour Master Port” means the officer appointed by Kolkata Port and holding the post under the Trustees and includes his successors in office.

The “CONTRACTOR” shall mean the person or persons, firm or company or corporation or joint venture whose Bid has been accepted by “THE TRUSTEES” and includes the CONTRACTOR’S Legal Representatives, his successors and permitted Assigns.

“THE ENGINEER” – The expression “The Engineer” means the Director, Marine Department, Kolkata Port Trust for the purpose of this contract only.

“THE ENGINEER’S REPRESENTATIVE” -The expression “The Engineer’s Representative” means any officer or person from time to time deputed by the Trustees or the Director, Marine Department, Kolkata Port Trust to act on their behalf for the purpose of this contract.

“DAY” – means duration of 24 hours commencing at 00.00 hours midnight till 2400 hours and includes Sundays and Holidays.

‘**DEFICIT PERIOD**’ shall mean the following:

- i. The period by which the availability of the vessel / equipment falls below the minimum guaranteed level;
- ii. The vessel / equipment does not report for duty within thirty minutes on receipt of order;
- iii. The period during which the vessel / equipment has been decommissioned without the approval of the Engineer.

The Director, Marine Department, Kolkata Port Trust from time to time may authorize any person in writing, a copy of which is to be forwarded to the contractor, any person or persons to be named by him on his behalf to exercise his powers, authorities and directions under this contract as he may deem fit and proper and the contractor shall recognize, honour and give necessary assistance to such authorities in all respects.

## **SPECIAL CONDITIONS OF CONTRACT**

### **12.0 BACKGROUND**

Kolkata Dock System of Kolkata Port Trust is situated on the left bank of river Hooghly. The Dock System comprises two impounded docks viz. Kidderpore Dock (KPD) and Netaji Subhas Dock (NSD) connected with river Hooghly through Lock Gate System, each dock having, a lock and a approach jetty. The ships have to enter/exit to and from the above impounded docks through the lock gate system. Whereas, the impounded depth inside the docks are not prone to natural siltation, lock and approach jetties being connected with the river, require regular maintenance dredging to maintain a minimum depth for enabling movement of ships with required draft.

The dimension of KPD lock is 177 m/24.4 m and the NSD lock is 216 m/27.4 m. The length of the approach jetties from outer lock gate to the jetty end is 165 m at KPD and 244 m at NSD. KPD Approach Jetty/Lock shoaling area is about 2400 sq. Mtrs and NSD Approach Jetty/Lock shoaling area is about 5700 sq. Mtrs.

The approach jetties are exposed to the river and are subjected to tidal fluctuations. The depth suffers regular siltation from the silt carried by the river waters as well as from seasonal movement of sands in the vicinity. The lock depths are also partially affected from siltation during their operation.

Shipping movement takes place through the lock gate system depending upon the tidal windows and the availability of adequate depth in the lock and approach jetties

vis-a-vis the draft of the vessels. Usually, the locks are not operated below a fixed tidal level and in a 24 hour cycle.

The dredging sites as directed by Harbour Master (Port) or his representative will be made available to the contractor on each day for a period of about 12 hours or more in a staggered manner, after catering to shipping movements in/out of KPD/NSD docks for about 12 hours each day on an average.

The lock gates move on a concrete groove having a depth below the natural bed level on the lock which are required to be kept free from siltation by regular jetting/jetting cum suction method to facilitate smooth movement of the gates inside the grooves.

Presently, the depth of lock and approach jetties are maintained by one port grab dredger. The grab dredger is self propelled, Hopper capacity approximately 795 cu.m fitted with 2 grab cranes. The dredger takes about 2 hours for one full hopper load. The dredged material is dumped freely in the river on the sand side at the designated site approximately 3 km away from the dredging side. Regarding clearing of the groove for movement of lock gates, these are cleaned through a Port Jet dredger and it is utilized about 2 times each week.

### **13.0 SCOPE OF WORK**

The work involves maintenance dredging of Approach Jetties, Locks, Dock Berths of Kidderpore Dock & Netaji Subhas Dock and cleaning through jetting / jetting and suction of Caisson Grooves of KP Dry Dock No.1, 2 & 3, N.S. Dry Dock Belly Caisson Grooves, N.S. Dry Dock spare Box Caisson Grooves, KPD Emergency Caisson Grooves (Inner and Outer), N.S.D. Lock Caisson Grooves of Camber (Inner and Outer), KPD Lock Mitre Gate Camber and Travelling Path including Sealing face area (Inner and Outer)

- 13.1. Regular Maintenance Dredging of Approach Jetties, Locks and Dock Berths of both KPD & NSD, Lock Barrel are to be carried out by deploying suitable vessels and equipments. The dredged materials are to be dumped freely at designated places in the river as instructed by the Engineer within a distance of 3.0 KM from the dredging sites. The contractor is free to adopt any methodology for the work except for dumping through pipe lines, provided the proposed system is capable of dredging at least 1000 M<sup>3</sup> of silt per day in 8 hours of operation in a staggered manner.
- 13.2. Regular cleaning through jetting cum suction by deploying suitable equipments to maintain the areas free of silt throughout the month for smooth operation of Lock Gates in the following areas:
  - i. NSD Lock Caisson Groove of Camber & Caisson Groove of Lock Barrel (Inner and Outer)

- ii. KPD Lock Mitre Gate Camber and Travelling Path including Sealing face area (Inner and Outer)

13.3. Cleaning of the following areas through jetting cum suction by deploying suitable equipments as and when required (on demand basis) :

- I. Caisson Grooves of K.P. Dry Dock No.1,2 & 3.)
- II. N.S. Dry Dock Belly Caisson Grooves.
- III. N.S. Dry Dock spare box Caisson Grooves
- IV. KPD Emergency Caisson Grooves (Inner & outer).

13.4. The particulars of dredging areas along with the frequency of work are given below:

Sl. No.	Name of the area	Work frequency	Length (in ft)	Breadth (in ft)	Depth (in ft)
1)	KP Dry Dock No.1 Caisson Groove	Demand basis	63'	10'	2'
2)	KP Dry Dock No.2 Caisson Groove	Demand basis	63'	10'	2'
3)	KP Dry Dock No.3 Caisson Groove	Demand basis	60'	10'	2'
4)	NS Dry Dock Belly Caisson Groove	Demand basis	80'	3'3"	2'
5)	NS Dry Dock Spare Box Caisson Groove	Demand basis	90'	22'4"	2'
6)	KPD Emergency Caisson groove (Inner)	Demand basis	81'	7'	2'
7)	KPD Emergency Caisson groove (Outer)	Demand basis	81'	7'	2'
8)	NSD Lock Caisson groove of Camber and caisson groove of Lock Barrel (Inner)	Regular maintenance basis	180'	22'4"	4'
9)	NSD Lock Caisson groove of Camber and caisson groove of Lock Barrel (Outer)	Regular maintenance basis	180'	22'4"	4'
10)	KPD Lock Mitre Gate Camber & travelling path including sealing face area (inner)	Regular maintenance basis	80'	45'	2'
11)	KPD Lock Mitre Gate Camber & travelling path including sealing face area (outer)	Regular maintenance basis	80'	45'	2'

Note: 1) The jobs under item No. 1 to 7 above are to be undertaken on ‘**Demand Basis**’ as and when required during the contract period after placement of requisition on each occasion. **Requisition for only one item will be placed at a time and on completion of the same, the Requisition for the next item will be placed.**

2) The jobs under item No. 8 to 11 above are to be executed **regularly** throughout the contractual period at the convenience of KoPT.

- 13.5. The contractor shall bring all necessary tools / machinery / gadgets / equipment / divers / Personal Protective Equipment required for execution of the job. The entire area of each location as mentioned above has to be dredged/de-silted to achieve the required draft/de-siltation level. There are certain critical areas like Lock Grooves/Cambers where Caissons & Mitre Gates travel. Hence, the contractor would be required to give prior intimation to KoPT with regard to method of dredging/de-silting to be adopted in all such areas before commencement. Only on receipt of approval from KoPT, the work of dredging/de-silting could be started.

**13.6 Completion Period & Draft / De-siltation level.**

The following Time frame is given for each item of work which is to be strictly adhered to for achievement/maintenance of the de-siltation level. For achieving/ maintaining the stipulated de-siltation level for jobs on 'Regular maintenance basis', the contractor may undertake dredging of those areas at a frequency as considered appropriate. The Completion time/time frame mentioned shall be counted from the date of handing over the site to the contractor. If felt necessary, the Contractor may execute the work during such period(s) of the day convenient to him depending upon operational convenience of KoPT. However, the inspection time by KoPT is limited from 10-00 hrs to 16-00 hrs on any day excluding Saturday, Sunday and Holiday. A 'Hindrance Register' will be maintained which will be taken in to consideration for the purpose of ascertaining the actual completion time.

Sl. No.	Description	Draft/De-siltation level to be achieved/maintained	Completion Time /Time Frame
1)	Dredging of Caisson groove of KP Dry Dock No.1 (Job on demand basis as and when reqd.)	Caisson groove should be clear of silt for scuttling of caisson in the groove adequately.	Maximum 3 (three) days
2)	Dredging of Caisson groove of KP Dry Dock No.2 (Job on demand basis as and when reqd.)	Caisson groove should be clear of silt for scuttling of caisson in the groove adequately.	Maximum 3 (three) days
3)	Dredging of Caisson groove of KP Dry Dock No.3 (Job on demand basis as and when reqd.)	Caisson groove should be clear of silt for scuttling of caisson in the groove adequately.	Maximum 3 (three) days
4)	Dredging of Belly Caisson groove of NS Dry Dock (Job on demand basis as and when reqd.)	Caisson groove should be clear of silt for scuttling of caisson in the groove adequately.	Maximum 10 (ten) days
5)	Dredging of Spare Box Caisson groove of NS Dry Dock (Job on demand basis as and when reqd.)	Caisson groove should be clear of silt for scuttling of caisson in the groove	Maximum 10 (ten) days

	<i>when reqd.)</i>	adequately.	
6)	Dredging of Emergency caisson groove (Inner) at KPD <i>(Job on demand basis as and when reqd.)</i>	Caisson groove should be clear of silt for scuttling of caisson in the groove adequately.	Maximum 8 (eight) days
7)	Dredging of Emergency caisson groove (Outer) at KPD <i>(Job on demand basis as and when reqd.)</i>	Caisson groove should be clear of silt for scuttling of caisson in the groove adequately.	Maximum 8 (Eight) days
8)	Dredging of NSD Lock caisson groove of camber and caisson groove of lock barrel (Inner) <i>(Job on Regular maintenance basis)</i>	Groove should be clear of silt throughout the contractual period for normal lock gate operation.	
9)	Dredging of NSD Lock caisson groove of camber and caisson groove of lock barrel (Outer) <i>(Job on Regular maintenance basis)</i>	Groove should be clear of silt throughout the contractual period for normal lock gate operation.	
10)	KPD Lock Mitre Gate Camber & travelling path including sealing face area (Inner) <i>(Job on Regular maintenance basis)</i>	The area should be maintained clear of silt for normal lock gate operation.	.
11)	Dredging of KPD Lock Mitre Gate Camber & travelling path including sealing face area (Outer) <i>(Job on Regular maintenance basis)</i>	The area should be maintained clear of silt for normal lock gate operation.	

## 14.0 INFORMATION REQUIRED

- 14.1. The bidder is required to submit detailed specification of the vessel and equipment to be mobilized for the job along with method statement of the proposed operation in their techno-commercial bid. KoPT shall reserve the right to evaluate the proposal before qualifying the bidder techno-commercially.

- 14.2. The bidder is free to adopt any methodology for the work except for dumping through pipe lines provided the proposed system has the capacity to dredge at least 1000 cu.m. of silt per day in 8 hrs. of operation in a staggered manner. Contractor will make necessary arrangements for showing the output of the dredging system.
- 14.3 **Method of dredging/de-silting for each item of work as per BOQ is to be clearly spelt out by the Tenderer in Techno-commercial Bid. Cutter suction and mechanical dredgers with spuds or similar dredging equipments is not acceptable as this is likely to damage the lock and approach jetty floor / walls/ grooves.**
- 14.4 Age of the floating crafts deployed for the work shall not be more than 15 years as on 01.06.2017.
- 14.5 Kolkata Port may inspect the offered vessels and equipment before placement of work order.
- 14.6 Kolkata Port Trust reserves the right to refuse the vessel and equipment on her arrival at Kolkata if the same is found to be not fulfilling the requirement as laid down in the tender, or is incapable of carrying out its designated duties.

#### **15.0 MANNING:**

- 15.1. Manning for the vessels and equipment has to be provided as per rule requirement for the designated operations.
- 15.2. The contractor should maintain adequate number of Crew in their pay roll so that leave and exigencies can be accommodated by the Contractor.
- 15.3. The crew must have valid certificate of competency as applicable. The contractor will be required to submit the attested copies of such certificate to KoPT.
- 15.4. The crew members shall be in uniform while on duty. Food and other facilities as per labour and marine law for crew shall be arranged by the contractor.
- 15.5. A Liaison Officer with mobile and other communication facilities should be deployed by the Contractor for interacting /communicating with KoPT. He should be a person having experience in the field of such operation.
- 15.6. The successful bidder must submit a local police verification certificate for all its employees employed in the operation.
- 15.7. The contractor has to man, maintain and operate the vessels /equipments as per directives of the Engineer of the Contract or his authorised representative. The officers/crews employed by the contractor must be conversant with KoPT's operational requirement as well as the rules and regulations of statutory authorities.



- 15.8. The vessels / equipments shall be manned, maintained and made available for operation on a 24 hour basis and shall be required to report for operation at ½ (half) hour's notice.
- 15.9. Responsibility of operating the vessel /equipment including manning, supply of fuel and lubricants, provisions and stores and all other supplies and services required to perform the designated duties wholly rests on the contractor and the costs of the same shall have to be taken into account while quoting the rates.
- 15.10. All transportation costs towards men and all materials including fuel, lubricants, stores etc. will be the responsibility of the contractor.
- 15.11. Though the equipments will primarily be used at Kolkata Dock System, KoPT reserves the right to deploy them also in any other area within its jurisdiction as and when necessary, without any additional payout.
- 15.12. The contractor should comply with contract labour (Regulation and Abolition) Act 1970, including compliance of Employees State Insurance Act (if applicable), Workmen Compensation, Minimum Wages Act 1948 and Employees (contractor being the employer) Insurance and any other Laws in force as on date.
- 15.13. **Fuel and Lubricants**
- 15.13.1. Fuel and Lubricants of appropriate grade for all vessels and equipment shall be collected and stored on board at regular intervals by the contractor. The replenishment shall be so arranged that it does not affect the normal operation of the vessel/ equipment. All costs of fuel and lubricants are to be borne by the contractor.
- 15.13.2. The Contractor shall undertake strict measures for 'Energy Conservancy' at all times.
- 15.14. **Escalation / De-escalation.**
- Escalation and de-escalation on the hourly running charge as quoted by the party will be applicable at the same percentage variation of the price of HSD as compared to the base price of HSD which is Rs. 58.28/- per litre as on **06.06.2017** at Kolkata.

**16.0 KoPT's Responsibilities.**

Kolkata Port Trust shall provide electrical shore connection at the jetties / berths in Kolkata / Haldia, supply fresh water from its water barges, water hydrants, whenever possible, free of cost. But this is not a binding obligation and is solely at KoPT's discretion. KoPT's Moorings / Berthing facilities will be provided free of cost as and when practicable. In case KoPT decides to supply fuel oil (HSD), contractor has to collect and store the same with their own means and maintain proper account for the same, and in such case, hourly running charges will not be paid. KoPT would also facilitate obtaining Gate Passes for the contractors personnel (ship's crew and Liaison Officer) for entry in to Docks free of cost.

**17.0 Inspection & Certification.**

KoPT shall undertake regular hydrographic survey and engage port divers and / or any other means / methods of inspection. KoPT shall also inspect operation of vessels / equipments & barges before and after dredging to check the output of the system.

The work done in respect of Items under Clause-13.1 of the Scope of Work shall be certified by Director Marine Department or his authorized representatives.

All other works under Clause–13 of the Scope of Work shall be certified by Chief Mechanical Engineer or his authorised representatives.

Sl. No.	Description	Frequency of inspection / survey	Mode of inspection / observation
1)	Dredging of Caisson groove of KP Dry Dock No.1	After completion of dredging on each occasion	Scuttling of caisson / Port Diver / any other means of hydrographic survey
2)	Dredging of Caisson groove of KP Dry Dock No.2	After completion of dredging on each occasion	Scuttling of caisson / Port Diver / any other means of hydrographic survey
3)	Dredging of Caisson groove of KP Dry Dock No.3	After completion of dredging on each occasion	Scuttling of caisson / Port Diver / any other means of hydrographic survey
4)	Dredging of Belly Caisson groove of NS Dry Dock	After completion of dredging on each occasion	Scuttling of caisson / Port Diver / any other means of hydrographic survey.
5)	Dredging of Spare Box Caisson groove of NS Dry Dock	After completion of dredging on each occasion	Scuttling of caisson / Port Diver / any other means of hydrographic survey.
6)	Dredging of Emergency Caisson groove (Inner) at KPD	After completion of dredging on each occasion	Port Diver / Echo-sounding / any means of hydrographic survey
7)	Dredging of Emergency Caisson groove (Outer) at KPD	After completion of dredging on each occasion	Port Diver / Echo-sounding / any means of hydrographic survey

8)	Dredging of NSD Lock Caisson groove of camber and caisson grove of Lock Barrel (Inner)	Weekly	Echo-sounding / any means of hydrographic survey / Port Diver
9)	Dredging of NSD Lock Caisson groove of camber and caisson grove of Lock Barrel (Outer)	Weekly	Echo-sounding / any means of hydrographic survey / Port Diver
10)	KPD Lock Mitre Gate Camber and travelling path including sealing face area (Inner)	Weekly	Echo-sounding / any means of hydrographic survey / Port Diver
11)	KPD Lock Mitre Gate Camber and travelling path including sealing face area (Outer)	Weekly	Echo-sounding / any means of hydrographic survey / Port Diver

### **18.0 Log Book.**

The contractor has to maintain a daily log book for deployment of all vessels / equipments. The particulars like area of operation, daily output, operating hours etc. to be logged in a format approved by the Engineer and to be signed by the authorized representative of the Contractor and the same will be checked and countersigned by KoPT representative. A monthly log abstract is to be prepared mentioning all the above stated important parameters, duly signed by the contractor or his representative and same is to be submitted with the monthly bill without which no payment will be released.

### **19.0 GUARANTEED AVAILABILITY.**

The Contractor will have to stand guarantee for undertaking the operation for at least 350 days in a year of the system, with designated vessels, equipment & manpower. In case the operation falls below the said minimum guaranteed operational days, no Daily Hire Charge shall be paid for the DEFICIT PERIOD and in addition to the same, penalty as per clause No. 21 will be applicable. The lay off period of maximum 15 days can be availed in a year only with prior approval from the Engineer of the contract.

- 19.1. In case the lay off period of 15 days is not availed of by the contractor in a particular year, the same cannot be carried forward to the next year.
- 19.2. Further, a lay off period of another 30 days will be allowed once in the tenure of the five year contract for dry-docking and survey repair of the vessels for maintaining their certificates of class. No Daily hire charge will be payable to the contractor

during such lay off period. Guaranteed availability will, however, be reduced proportionately in that year.

- 19.3. In case the offered vessel or equipment is not available for operation, then a substitute vessel or equipment with similar/better specification shall have to be provided as a replacement by the Contractor at no extra charge within 15 days from the time and date the offered vessel / equipment is inoperative / broken down. In case the contractor fails to replace the equipment within the stipulated time with without justifiable reason, koPT will be at liberty to terminate the contract and forfeit the Security Deposit.

## **20.0 Charges:**

The bidder is required to quote charges as follows:

### **20.1. Charges for the work under Clause-13.1 of the ‘Scope of Work’:**

- a) **Daily Hire Charges** shall be payable if the vessel / equipment with man power is on standby mode and ready to commence operation at half an hour’s notice.
- b) **Hourly operational charge** shall be payable for the period the vessel / equipment are actually engaged in dredging operation. The contractor will not claim this charge for trial of machineries.

### **20.2. Charges for the work under Clause-13.2 of the ‘Scope of Work’.**

Monthly lump sum charge shall be payable. Daily charge will be the Lump sum charge /30.

### **20.3. Charges for the work under Clause-13.3 of the ‘Scope of Work’**

Lump-sum charge shall be payable against each item of work on “Demand Basis” i.e. Items 1-7 of the table under Clause 13.6 for completion of the same within the maximum period stipulated against each work.

## **21.0 Deduction and Penalties:**

- 21.1. For the work under Clause-13.1 of the ‘Scope of Work’.

KoPT will not pay the Daily Hire Charge for the days the operation of the vessel / equipment is suspended for the reasons attributed to the contractor. Further, a sum equivalent to 25% of the “Daily Hire Charge” under the price bid item 1(a) of Clause-32 will be imposed as penalty for each day (24 hours) or pro-rata during the “DEFICIT PERIOD”. However, the Engineer of the contract may waive the penalty if he is satisfied that the reasons of the default were beyond the control of the contractor.

**21.2. For the work under Clause-13.2 of the ‘Scope of Work’**

For the above items of work, between two successive weekly inspections, if the lock operation is found suspended due to siltation in the specified areas, it shall have to be made silt-free immediately and deduction will be made for the period the lock operation remains suspended due to such siltation. Deduction, in this case, will be made for delay of each day of 24 hours (or part thereof) at double the rate of daily charge. For the purpose of deduction, the monthly lump-sum charge will be divided by 30 to arrive at daily charge and deduction will be made for delay of each day of 24 hours (or part thereof) at the said daily charge.

**21.3. For the work under Clause-13.3 of the ‘Scope of Work’**

For item of work on “General Basis” i.e. Item 1-7 of the table under Clause 13.6, if any item of work is not found completed within the maximum period stipulated against it, deduction will be made @ 5% of the lump-sum charge for delay of each day or part thereof subject to maximum of 50% of the said lump-sum charge.

**22.0 Duration of the contract.**

This contract will be for five years as per the agreement. The contract will come into force from the date of commencement of operation.

**23.0 Evaluation and comparison of bids.**

- 23.1. Kolkata Port Trust reserves 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’s decision in this regard shall be final and binding on the bidder. Kolkata port Trust 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.
- 23.2. The Bids received and accepted will be evaluated by method indicated in the Price Bid.

**24.0 Signing of the Contract.**

The successful bidder will have to make arrangements for signing a formal agreement with Kolkata Port Trust on a non-judicial Stamp paper of Rs. 50/- as per enclosed format within the shortest period after placement of work order.

**25.0 Insurance.**

All vessels / equipments and persons deployed by the contractor for the operation 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. The crafts and equipments must be insured for wreck removal and all third party liabilities.

## **26.0 Payment:**

The contractor will be paid on monthly basis For item under Clause 13.1, the contractor has to submit the bill / invoice for a month within 7th day of the next month along with certified log book extracts, duly certified by the authorised representatives of Director, Marine Department and for items 13.2 & 13.3 contractor has to submit bills along with necessary work done certificate from Chief Mechanical Engineer or his authorised representatives. KoPT will endeavour to pay the contractor within 45 days from the date of submission of authentic and correct bill.

Should Kolkata Port Trust request the successful bidder to raise bill in a break-up form, the successful bidder would be duty bound to do so.

After receiving Work Order from KoPT, the successful bidder must submit their Bank Account No. with E.C.S. facilities within 15 days from the date of issuance of Work Order to facilitate payment to the contractor by KoPT through bank.

## **27.0 Risk purchase / Termination of Contract.**

27.1. Without being liable for any compensation to the contractor, the Trustee may in their absolute discretion, terminate the contract after giving a minimum of one month's notice in writing due to occurrence of any of the following reasons and decision of the Trustees' in this respect, as communicated by the Engineer, shall be final and conclusive.

27.1.1. The contractor has abandoned the contract.

27.1.2. In the opinion of the engineer, either the progress performance of work is not satisfactory or the work is not likely to be completed within the agreed period and terms and conditions on account of contractor's lapses.

27.1.3. The contractor has failed to commence the work within **60** days on expiry of mobilisation periods or has without any lawful excuse under this condition has kept the work suspended for at least fifteen days despite receiving the Engineers or his representative written notice to proceed with the work.

- 27.1.4. The contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract or repeatedly failing in tests and trials.
- 27.1.5. Any bribe commission, gift or advantage is given promised or offered by or on behalf of the contractor to any officer, servant or representatives of the Trustees' or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
- 27.1.6. The contractor is adjudged insolvent or enters into composition with his creditors or been a company goes into liquidation either compulsorily or voluntarily.
- 27.2. In all such cases of Termination of work, the Trustees shall have the power to complete the work through any other agency at the contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor had he duly completed the whole of the work in accordance with the contract.
- 27.3. The Engineer's decision in all such cases shall be final, binding and conclusive.
- 27.4. The Trustees shall have the power to retain all money due to the contractor until the work is completed by other agency and the contractor's liabilities to the Trustees and known in all respect

## **28.0 FORCE MAJEURE.**

In the event of either party being rendered unable to perform any obligation under the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure events last. The cost and loss sustained by either party shall be borne by respective parties. The term 'force majeure' employed herein shall mean act of God, war (declared or not), riots, civil commotion, fire, accident, sabotage, natural calamities, plague, quarantine, import or export embargoes, restraints imposed by government or change in govt. policies subsequent to hire or any happening affecting the performance by either party its obligations under this charter which the party cannot reasonably prevent or control against.

## **29.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION**

- 29.1. In all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials

- used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract, the decision of the Engineer shall be final binding on all parties to the contract and shall forthwith be given effect to by the Contractor.
- 29.2. If the Contractor is dissatisfied with any such decision of the Engineer / his representative, he shall within 15 days after receiving notice of such award / Decision, refer the matter to Chairman, KoPT, who shall thereupon consider and give a decision.
- 29.3. If there is still no settlement as mentioned at Clauses - 30.1 & 30.2, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 including all amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrator and inform the other party within 60 days. If the other party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996, including any amendment thereof.
- 29.4. Notwithstanding anything contained herein above, Employer also reserves the right to invoke arbitration in all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract etc.
- 29.5. The place/ jurisdiction of arbitration shall be in Kolkata, West Bengal, India.
- 29.6. The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid equally by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the successful Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the Party.
- 29.7. Pending the submission of and / or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.



- 29.8. The request for arbitration, the answer to the request, the terms of reference, any written submission, any order and ruling shall be in English language and if oral hearings take place, English shall be the language to be used in the hearing.
- 29.9. Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

### **30.0 POLICE VERIFICATION CERTIFICATE**

The successful contractor will be required to submit police verification certificates for the persons deployed for execution of the contract.

### **31.0 INTEGRITY PACT**

The bidder will have to enter into an Integrity Pact with the Port as per format enclosed at Annexure-V on a Rupees 50 Non Judicial Stamp Paper. All blank spaces to be filled in as appropriate. For implementation of Integrity KoPT would appoint an Independent External Monitor (IEM) whose name would be communicated in due course.

**32. List of Enclosed Formats**

1. Format of Price Bid
2. Annexure – I : Form of Tender
3. Annexure – II : Proforma of Bank Guarantee
4. Annexure – III : Format of Agreement
5. Annexure – IV : Format for Joint Venture / Consortium Agreement
6. Annexure – V : Format for Integrity Pact
7. Annexure – VI : Guidelines for Indian Agents of Foreign Suppliers
8. Annexure – VII : Affidavit for ESI Exemption
9. Annexure – VIII : Indemnity Bond
10. Annexure – IX : Affidavit for Provident Fund
11. Annexure – X : Power of Attorney for signing of tender
12. Annexure – XI : Power of Attorney for lead member of consortium
13. Annexure – XII : Profile of the Tenderer
14. Annexure – XIII : Maintenance Dredging works
15. Annexure – XIV : Financial Capability of the Tenderer
16. Annexure – XV : Joint Bidding Agreement
17. Annexure – XVI : Covering Letter

## ANNEXURE- D

**33. FORMAT OF PRICE BID****Price Not To be Quoted Here**

Item	Description	Rate
1.	Regular Maintenance Dredging of Approach Jetties, Locks and Dock Berths as specified at Clause-15.1 of the Scope of Work.	
1a	<b>Fixed daily hire charge for the vessel / equipment</b>	<b>Rs..... per day (A)</b>
1b	<b>Hourly operational Charges for the vessel / equipment</b>	<b>Rs..... per hour (B)</b>
2	Regular cleaning through jetting cum suction as specified at Clause-15.2 of the Scope of Work.	
	<b>Monthly Lump sum charge</b>	<b>Rs. ----- per month (C )</b>
3	Cleaning through jetting cum suction as specified at Clause-15.3 of the Scope of Work.	
3a	KP Dry Dock No.1 caisson groove	<b>Rs. .... lump-sum (D)</b>
3b	KP Dry Dock No.2 caisson groove	<b>Rs. .... lump-sum (E)</b>
3c	KP Dry Dock No.3 caisson groove	<b>Rs. .... lump-sum (F)</b>
3d	NS Dry Dock Belly Caisson Groove	<b>Rs. .... lump-sum (G)</b>
3e	NS Dry Dock Spare Box Caisson Groove	<b>Rs. .... lump-sum (H)</b>
3f	KPD Emergency Caisson Groove (Inner)	<b>Rs. .... lump-sum (I)</b>
3g	KPD Emergency Caisson Groove (Outer)	<b>Rs. .... lump-sum (J)</b>

**TOTAL COST PER ANNUM FOR EVALUATION FOR BID COMPARISON**

$$[365xA + 365x8xB] + 12xC + [4xD+(E+F+G+H+I) + 2xJ]$$

Considering : One year = 365 days = 12 months

Daily operational hours = 8

Frequency of work item 3a as 4

Frequency of each work item 3b, 3c, 3d, 3e & 3f as 1

Frequency of work item 3g as 2

**FORM OF TENDER**

Director, Marine Department  
Kolkata Port Trust,  
15 Strand Road,  
Kolkata-700 001.

Dear Sir,

We, M/s.....having read and fully understood the specification, conditions of tender and general conditions of contract hereby undertake to execute dredging and de-silting of different places of KPD & NSD to the Trustees for the Port of Kolkata in accordance with and as set forth in the tender.

The quotations have been submitted in Part-I and Part-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 enclosed herewith Original Demand Draft/Pay Order/Bankers Cheque No..... dt..... of..... Bank of Rs..... (Rupees.....) as Earnest Money Deposit.

We also agree to abide by this tender for a period of 180 days from the opening of Techno-Commercial Part (Part-I) and in default of our so doing, the Earnest Money of Rs. 40 Lakh deposited by us shall be liable to forfeiture at the option of the competent authority.

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

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

Yours faithfully,

Dated.....

Signature.....  
Full Address.....  
(Seal)

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

**PROFORMA OF BANK GUARANTEE**

**(PERFORMANCE BOND)**

(In lieu of Cash Security Deposit) To be issued by the Kolkata Branch, as the case may be of any scheduled Bank of India on Non-judicial Stamp Paper worth Rs.50/- or as decided by the Engineer / Legal Adviser of the Trustees)

To  
The Board of Trustees  
For the Port of Kolkata.

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

Name of Issuing Bank.....

Name of Branch.....

Address.....

In consideration of the Board of Trustees of the Port of Kolkata, 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 Letter of Intent 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” 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, 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. 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 the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/ or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been

fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this

guarantee shall remain valid upto and inclusive of .....days 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 us .....Bank .....Branch.

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.....

(Duly constituted attorney for and on behalf of)

BANK.....

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

**FORMAT OF AGREEMENT**

(On Rs. 50/- STAMP PAPER)

**AGREEMENT FOR HIRING OF ONE CRAFT FOR DREDGING & DESILTING**

This Agreement made on the .....day of .....2017 between the Board of Trustees of the Port of Kolkata, 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 of hiring one Dredger including the work specified in the Bid document should be carried out 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 finalized 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 Dredger 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 five years 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 as per contract price schedule 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.

The common seal of the Trustees  
for the Port of Kolkata was hereunto  
affixed in the presence of

**Director, Marine Department**

Authorised  
Signatory of the Contractor.

The Common Seal of the contractor

**Witness**

1.....

2.....

**FORMAT IN CASE OF JOINT VENTURE/CONSORTIUM AGREEMENT**

(To be submitted on stamp paper)

This Joint venture/consortium agreement is made at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 2017 between M/s. \_\_\_\_\_ (please indicate the status viz. Proprietor, firm, Company) represented through its proprietor /partner or Director (hereinafter referred to as “first Party” ) and M/s. \_\_\_\_\_ (Please indicate the status viz. Proprietor, Firm, Company ) represented through its proprietor /partner or Director ( hereinafter referred to as “Second Party”) WHEREAS the First party is engaged in the \_\_\_\_\_ business \_\_\_\_\_ of \_\_\_\_\_

AND WHEREAS THE Second Party is engaged in the business of \_\_\_\_\_

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

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

NOW THIS DEED WITNESSED AS UNDER:

- a. That under this Joint Venture/consortium Agreement the work will be done jointly by the first party and second party in the name and style of M/s. \_\_\_\_\_.
- b. It is further agreed by the Joint Venture/consortium Partner that \_\_\_\_\_ of M/s. \_\_\_\_\_ has been nominated as Lead Partner for the execution of the works.
- c. That all the parties shall be liable jointly, equally and severally for the satisfactory execution of the contract in all respect in accordance with terms and conditions of the contract and the lead partner shall be authorised to incur liabilities and receive instruction for and on behalf of any and all the partners and parties of the Joint Venture/consortium and the entire execution of the contract including payment shall be done exclusively with the lead partner.
- d. THE PROPOSED PARTICIPATION SCOPE OF ACTIVITIES TO BE PERFORMED AND RESPONSIBILITIES OF EACH:

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

First Party:

Second Party:

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

First Party:

Second Party:

- f. Subject to Clause-4, the parties shall depute their experienced staff as required for the works and plants, equipment, machinery etc. as requires for execution of works, will be deployed by each Joint Venture/consortium partners for execution of the contract.
- g. In the event of default by any partner in the execution of the part of the contract, the Lead Partner will have the authority to assign the work to any other party acceptable to the Kolkata Port Trust to ensure the satisfactory execution of that part of the contract.
- h. The Registered Office of the Joint Venture/Lead Partner of the consortium shall be at \_\_\_\_\_
- i. The Joint Venture/consortium shall regularly maintain in the ordinary course of business a true and correct account of all its incoming and outgoing and also of its assets and liabilities in proper books or account which shall ordinarily be kept at place of business and after Completion of above mentioned work all account shall be taken.
- j. Opening and operation of Bank Account:

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

IN WITNESS WHEREOF the Parties hereto have signed hereunder at \_\_\_\_\_on this  
\_\_\_\_\_day of \_\_\_\_\_

Party of First Part

Party of Second Part

Witness:

1)

2)

On Non-judicial Stamp Paper of at least Rs.50/-

**INTEGRITY PACT**

Between

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

And

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

**Preamble**

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

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

**NOW, THEREFORE**

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

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

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

- (1) The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Principal, personally or through family members, will, in connection with the tender for, or the execution of a contract, demand, take a

- promise for or accept, for self or third person, any materials or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/ Prevention of Corruption (PC) Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

in the Guidelines, all the payments made to the Indian Agent/representative have to be in Indian Rupees only. Copy of the Guidelines on Indian Agents of foreign Suppliers is annexed and marked as **Annexure-P**.

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

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

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

### **Section 4 - Compensation for Damages.**

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

### **Section 5- Previous transgression.**

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

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

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section7 – Other Legal actions violating Bidder(s)/Contractor(s)/ Sub contractor(s).**

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

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

- (a) The task of the monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- (b) The monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Kolkata Port Trust.
- (e) The BIDDER / CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER / CONTRACTOR. The demonstration of a valid interest, unrestricted and unconditional access to his contract documentation, if any. The same is applicable to Sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor(s) with confidentiality.
- (f) The Principal / Employer will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.
- (g) The Monitor will submit a written report to the designated Authority of Principal / Employer / Chief Vigilance Officer of Kolkata Port Trust within 8 to 10 weeks from the date of reference or intimation to him by the Principal / Employer / Bidder / Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER / CONTRACTOR can approach the Independent External Monitor (s) appointed for the purposes of this Pact.

- (h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the relevant IPC/PCA and the Principal / Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (j) The word 'Monitor' would include both singular and plural.

#### **Section 9 – Facilitation of Investigation:**

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

#### **Section 10 – Pact Duration:**

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

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

#### **Section 11- Other provisions:**

- (1) This agreement is subject to Indian law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.
- (2) Changes and supplements as well as termination notices need to be made in writing in English.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners of consortium members.



- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

\_\_\_\_\_  
For & on behalf of the Principal)

(Office Seal)

Place.....

Date.....

Witness 1:

(Name & Address) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Witness 2:

(Name & Address) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

- 1.1 There shall be compulsory registration of Indian agents of foreign suppliers for all Tender. An agent who is not registered with KoPT shall apply for registration in the prescribed Application – Form.
- 1.2 Registered agents will file an authenticated Photostat copy (duly attested by a Notary Public) / Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission / remuneration / salary / retainer ship being paid by the principal to the agent before the placement of order by KoPT.
- 1.3 Wherever the Indian representatives have communicated on behalf of their principals and foreign parties have stated that they are not paying any commission to the Indian agents and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 DISCLOSURE OF PARTICULARS OF AGENTS / REPRESENTATIVES IN INDIA. IF ANY.
- 2.1 **Bidders of Foreign nationality shall furnish the following details in their offer:**
  - 2.1.1 The name and address of the agents / representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent / representative be a foreign Company, it is to be confirmed whether it is real substantial Company and details of the same shall be furnished.
  - 2.1.2 The amount of commission / remuneration included in the quoted price(s) for such agents / representatives in India.
  - 2.1.3 Confirmation of the Bidder that the commission / remuneration if any, payable to his agents / representatives in India, is to be paid by KoPT in Indian Rupees only.
- 2.2 **Bidders of Indian Nationality shall furnish the following details in their offers:**
  - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agent of manufacturer holding the Letter of

Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents / representatives.

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

On Non-judicial Stamp Paper of at least Rs.50/-

**BEFORE THE 1<sup>st</sup> CLASS JUDICIAL MAGISTRATE**

**AFFIDAVIT**

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

1. That I am a proprietor / partner of ----- having office at -----  
-----and carrying on business on the said name and style. (In case the above Deponent is an  
enlisted Contractor at Kolkata Port Trust, the same should be mentioned in the affidavit).
2. THAT my aforesaid Firm is exempted from E.S.I. Act and the said Firm has no Valid E.S.I.  
Registration.
3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the Clause  
No..... of the Tender No.....issued by  
the Kolkata Port Trust in respect of the work (the work is to be mentioned).

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

DEPONENT

Identified by me.

**On Non-Judicial Stamp Paper of at least Rupees Fifty**

**INDEMNITY BOND**

BY THIS BOND I, Shri / Smt -----son of Shri / Smt. -----  
residing at -----by occupation-----the Partner/Proprietor/Director -----  
-----having office at -----, am a  
tenderer under Director, Marine Department, Kolkata Port Trust (A Statutory Body under MPT Act.  
1963).

2. WHEREAS, the said Kolkata Port Trust had asked the every tenderer, who is not covered under E.S.I. Act or exempted to furnish an Indemnity Bond in favour of Director, Marine Department, Kolkata Port Trust against all damages and accidents to the Labourer / Tenderer / Contractor.
3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Tenderer / Contractor named herein above shall indemnify the Kolkata Port Trust against all damages and accidents occurring to the Labourers of the Tenderer / Contractor as demanded by the Kolkata Port Trust and which shall be legal and/or claimed by the Kolkata Port Trust during the execution of the work stated in the NIT No.....of .....
4. AND the Contractor hereunder agrees to indemnify and at all times keep indemnified the Kolkata Port Trust and its administrator and representative and also all such possible claim or demand for damages and accidents.

IN WITNESS WHEREOF I, -----the Partner / Proprietor / Director -----  
-----hereto set and seal this the .....day of ..... in the year -----  
-----at -----

Sureties: Signature of the Indemnifier

1.Name:

Address:

2.Name:

Address:

**On the Rs.10/- (Rupees Ten) Non Judicial Stamp Paper**

BEFORE THE 1<sup>st</sup> CLASS JUDICIAL MAGISTRATE AT \_\_\_\_\_

**AFFIDAVIT**

I \_\_\_\_\_ son of \_\_\_\_\_

Aged about \_\_\_\_\_ years, by faith \_\_\_\_\_ by Occupation  
\_\_\_\_\_ residing at  
\_\_\_\_\_.

Do hereby solemnly affirm and declare as flows:

1. That I am the proprietor / Partner / Director \_\_\_\_\_ Having office at \_\_\_\_\_ and carrying on business on the same name and style.

(In case the above Deponent is an enlisted Contractor at Kolkata Port Trust, the same should be mentioned in the affidavit)

2. THAT my aforesaid Firm is exempted from Provident Fund Act and the said Firm has no valid Provident Fund Registration.
3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the clause No. \_\_\_\_\_ of the Tender vide NIT No. \_\_\_\_\_ issued by the Kolkata Port Trust in respect of the work (the work is to be mentioned).

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

Deponent

Identified by \_\_\_\_\_

**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 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 OF .....20\*\*

For .....  
.....  
(Name & Title)  
For .....  
.....  
(Name & Title)  
For .....  
.....  
(Name & Title)

Witnesses:

- 1.
- 2.
- .....  
(To be executed by all the members of the Consortium)

**Profile Of The Tenderer**

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

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

Signature of Power of Attorney Holders .....

Name: .....

Designation: .....

Date : .....

Seal

**KOLKATA PORT TRUST****Maintenance dredging**

	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)

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

Please add more rows depending upon Consortium Members.

Instructions:

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

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

Name: .....

Designation: .....

Date : .....

Seal

**CERTIFIED BY**

Name of Chartered Accountant Firm .....

Registration No. & other details .....

Name of the Signatory .....

Signature .....

Designation .....

Date

**Joint Bidding Agreement**

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

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

**AMONGST**

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

**AND**

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

**AND**

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

**AND**

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

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

**WHEREAS,**

- A. [KOLKATA PORT TRUST, established under the Major Port Trusts Act-1963 and having Principal Office at 15, Strand Road, Kolkata-700001 (hereinafter referred to as the “**KoPT**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited offers by its Request through NIT No. .... dated .....(the “**TENDER DOCUMENT**”) for selection of successful tenderer for the contract as proposed in the said tender document.
- B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the tender document and other documents in respect of the work, and
- C. It is a necessary condition under the tender document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Offer.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

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

**2. Consortium**

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

### **3. Covenants**

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

### **4. Role of the Parties**

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

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

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

### **5. Joint and Several Liability**

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

### **6. Shareholding in the SPV**

- 6.1. The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:  
First Party:  
Second Party:  
{Third Party:}  
{Fourth Party:}
- 6.2. The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till completion of two years from the date of commencement of the contract, be held by the Parties of the First, {Second and Third} Part whose experience and net-worth have been reckoned for the purposes of pre-qualification in terms of the tender document.
- 6.3. The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times till completion of two years from the date of commencement of the contract.



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

## **7. Representation of the Parties**

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

- a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power to enter into this Agreement with KoPT;
- b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and KoPT to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - i. Require any consent or approval not already obtained;
  - ii. Violate any Applicable Law presently in effect and having applicability to it;
  - iii. Violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - iv. Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - v. Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the 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

SECOND PART 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

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 for the delegation of power and KoPT to execute this Agreement on behalf of the Consortium Member.
  3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.
-

**Covering Letter**

**Dated :**

To,

Director, Marine Department  
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, 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: .....**