

BID DOCUMENT

TENDER FOR

MAINTENANCE DREDGING AT HALDIA DOCK COMPLEX USING A GRAB DREDGER

BY

HALDIA DOCK COMPLEX

KOLKATA PORT TRUST

Tender No. GMM/425/DREDGE/HOJ&AJ/704
E-Tender Id: 2019_KoPT_487164

ISSUED BY

**MARINE OPERATION DIVISION
HALDIA DOCK COMPLEX
KOLKATA PORT TRUST**

July 2019

INDEX

Clause No.	Item	Page
1.0	Notice inviting tender.	
2.0	Schedule of Tender(SOT).	
3.0	Important Information for E - Tender.	
4.0	Pre-qualification Criteria.	
5.0	Tender Authority.	
6.0	Instruction to Bidder.	
7.0	Mode of submission of Bid.	
8.0	Other Instruction.	
9.0	Earnest money Deposit.	
10.0	Security Deposit.	
11.0	Instruction for filling the Bids.	
12.0	JV/Consortium.	
13.0	Pricing of Bids.	
14.0	Duties & Taxes.	
15.0	Escalation/De-escalation.	
16.0	Mobilisation & Demobilisation.	
17.0	Acceptance of the dredger.	
18.0	Interpretation of Terms.	
Special condition of contract & Technical Specification		
19.0	General.	
20.0	Scope of Work.	
21.0	Specification of the Dredger.	
22.0	Guaranteed availability.	
23.0	Penalty.	
24.0	Adequacy of the Tender.	
25.0	Responsibility of KoPT.	
26.0	Payment Terms.	
27.0	Maintenance of machineries.	
28.0	Dredger and other equipments.	
29.0	Liaison Officer.	
30.0	Evaluation and compression of Bids.	
31.0	Bid Opening.	
32.0	Applicability of GCC.	
33.0	Insurance.	
34.0	Termination of Contract.	
35.0	Dredger Encumbrances.	
36.0	Sampling of dredged spoils.	
37.0	Law of the Land.	
38.0	Compliance of Labour Act.	
39.0	Article of Value.	
40.0	Force Majeure.	
41.0	Interpretation of contract Documents, Disputes & Arbitration.	

42.0	Price Preference.	
43.0	Integrity Pact.	
	Bill of Quantities	
44.0	General	
45.0	Format of price Bid	

Haldia Dock Complex
Kolkata Port Trust
Marine Operation
Division

1.0 NOTICE INVITING TENDER

Tender No : GMM/425/DREDGE/HOJ&AJ/704

Dated: July 2019

Global E-Tender under single stage two part system (Par-I: Techno-Commercial Bid and Part-II: Price Bid) are invited from for the following work from reputed, bona fide and resourceful bidders which include the company, firm, consortium, group of companies and joint venture or any of their partners or members jointly or severally will be pre-qualified in terms of the Pre-qualification criteria indicated herein below as well as set out in the bid document.

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

Haldia Dock Complex, Kolkata Port Trust (KoPT) intend to hire a Grab Dredger for maintenance dredging work for a period of Five (5) years with experienced manning for carrying out dredging and disposal of dredged material at Haldia Dock Complex.

ESTIMATED VALUE OF THE TENDER FOR 5 YEARS IS INDIAN RUPEES (INR) 24,96,60,000.

PERIOD OF CONTRACT: 5 YEARS.

PQ HAS BEEN DRAWN ON ONE YEAR'S ESTIMATED VALUE OF INR 4,99,32,000.

2.0 SCHEDULE OF TENDER (SOT)

a. Tender No.	GMM/425/DREDGE/HOJ&AJ/704
b. Mode of Tender	e-Procurement System (Online two part Techno-Commercial Bid and Price Bid through CPP Portal https://eprocure.gov.in/eprocure/app The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender is acceptable by KOLKATA PORT TRUST.
c. Estimated cost	Rs. 24,96,60,000 for 5 years @ Rs. 4,99,32,000 per annum.

d. Earnest Money Deposit.	The bidders shall be required to deposit Rs. 34,96,600 (Rupees Thirty Four Lakhs Ninety Six Thousand Six Hundred) as 'Earnest Money Deposit' (EMD) to Haldia Dock Complex as per Clause 9.1 of the Tender Document, otherwise their offer will be summarily rejected. The original DD/Banker's Cheque/ Bank Guarantee against EMD and Tender fees should be physically deposited at the office of Tendering Authority (General Manager(Marine), 3rd floor Jawahar Tower, Haldia Dock Complex, Haldia, PIN 721607), separately in a single sealed envelope, mentioning Tender no. with proper marking. Copy of the DD/Banker's Cheque and Bank Guarantee should be uploaded. In case the said Earnest Money is not deposited by the bidder, the respective bid will be summarily rejected, treating the same as non-responsive.
e. Tender Document fee.	The intending bidders also should submit the tender fee of Rs. 2950/- (Rupees Two Thousand Nine Hundred Fifty only) including GST as Bid document Fee (non-refundable), to Haldia Dock Complex, through DD/Banker Cheque in favour of Haldia Dock Complex, Kolkata Port Trust on any Scheduled/Nationalized Bank payable at Haldia, otherwise their offer will be summarily rejected. The original DD/Banker's Cheque against EMD and Tender fees should be physically deposited at the office of Tendering Authority (General Manager(Marine), 3rd floor Jawahar Tower, Haldia Dock Complex, Haldia, PIN 721607), separately in a single sealed envelope, mentioning Tender no. with proper marking. Copy of the DD/Banker's Cheque should be uploaded. In case the aforesaid Bid Document fee [non-refundable] is not deposited by the Bidder, the respective bid will be summarily rejected, treating the same as non-responsive.
f. Date of NIT available to parties to download.	From 17.07.2019
g. Off line Pre-Bid Meeting date and time	At 1500 hours on 26.07.2019 at the office of GM(Marine), Jawahar Tower, Haldia Dock Complex, Haldia.
h. Last date of submission of physical EMD & Bid Document Fee to the office of tendering authority of HDC, KoPT.	Up to 1500 hours on 20.08.2019 .

i. Date of starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at CPP Portal.	At 11:00 hours 05.08.2019 .
J. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	Up to 15:00 hours on 19.08.2019 . The last date of submission of tender will not be extended under any circumstance.
k. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Date of opening of Part-II i.e. price bid shall be informed separately.	On 20.08.2019 after 1500 hours.

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

S. Ghosal

General Manager, Marine - I/C

Tender Inviting Authority

3.0 Important Instructions for e-Tender

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

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

- Bidders Manual Kit
- Help for Contractors
- FAQ

Contact Persons (Haldia Dock Complex, Kolkata Port Trust):

1. S. Ghosal, General Manager (Marine) -I/c
Phone : 7477759605
E-mail : gmmarinehdc@gmail.com, sghosal.hdc@nic.in
2. U. Roy, Deputy Manager Marine Operation
Phone : 9434023745
E-mail : udynroy@gmail.com

Contact persons (CPP Portal):

1. Shri Nazmush – Mob: 9563251950 email:
webhelpdesk@gmail.com See CPP Portal for contact details.

1. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
2. E-tender cannot be accessed after the due date and time mentioned in NIT.
3. 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.
4. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein
5. No deviation to the technical and commercial terms & conditions are allowed
6. The bidders must upload all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the tender shall not be considered.
7. The bid will be evaluated based on the filled-in technical & commercial formats
8. Bidder has fully read and understood the entire Tender Document, GCC, Corrigendum and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Corrigendum and Addenda. **A declaration in this regard is to be made by the bidder.**
9. Tender will be opened electronically on specified date and time as mentioned in the NIT. Bidder's can witness electronic opening of Bid. Necessary addendum/corrigendum (if any) of the tender would only be hoisted in the CPP portal
10. **No deviation to the technical and commercial terms & conditions are allowed.**
11. **After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature**
12. **HDC has the right to cancel this e-tender without assigning any reason thereof.**
13. **The bidders must upload all the documents required as per terms of NIT. Any other document**

uploaded which is not required as per the terms of the NIT shall not be considered.

14. The bid will be evaluated based on the filled-in technical & commercial formats.
15. 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.
16. Micro & Small Enterprises(MSEs) shall submit the following documents for availing themselves of waiver of EMD and cost of tender documents:-
 - i. Valid NSIC registration certificate with list of stores/ items/ services/ works for which registration is issued
 - ii. Certificate of DIC or Aadhar based MSME certificate where the categories of the firm i.e. micro or small is mentioned.
17. Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012. When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.
18. If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.
19. Due date of submission of tender will not be extended under any situation.

ANNEXURE-B

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
Office of the Manager, Marine Operations ,
Marine House, P.O.: - Chiranjibpur,
Dist.: Purba Medinipur,
Pin : 721604, West Bengal.
Ph. No. 252340, FAX: 03224-252251
E-mail id: gmmarinehdc@gmail.com**

Commercial Terms & Conditions

No.	TERMS	RESPONSE
1	Mere participation in e-tender will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.	AGREE
2	Price Bid of techno-commercially qualified bidders shall be opened only	AGREE
3	Micro & Small Enterprises(MSEs) shall submit the following documents for availing themselves of waiver of EMD and cost of tender documents:- a) Valid NSIC registration certificate with list of stores/ items/ services/ works for which registration is issued b) Certificate of DIC or Aadhar based MSME certificate where the categories of the firm i.e. micro or small is mentioned.	AGREE
4	Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.	AGREE
5	When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.	AGREE
6	If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.	AGREE
7	Due date of submission of tender will not be extended under any situation.	AGREE
8	EARNEST MONEY : As per NIT	AGREE

9	Tenders submitted without requisite Earnest Money are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) for items for which the tender is invited.	AGREE
10	SCOPE OF WORK: As per Tender Document	AGREE
11	The Terms and Conditions of Tender shall be read in conjunction with the General Conditions of Contract, Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.	AGREE
12	The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract of Ko.P.T, HDC. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the General Manager(Marine), Haldia Dock Complex, thereon shall be final and binding upon all parties.	AGREE
13	The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Trustees' General Conditions of contract is the integral part of the tender / contract.	AGREE
14	The Trustees also reserve the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders before opening of the price bids.	AGREE
15	The Trustees are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.	AGREE
16	The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court of KOLKATA.	AGREE
17	Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.	AGREE
18	Bidder shall get himself thoroughly familiarized with the site conditions and the nature of job. Non compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.	AGREE
19	The bidder should sign the "DECLARATION OF THE BIDDER" to denote his acceptance and submit the same along with his offer.	AGREE
20	VALIDITY : The tender shall remain open for acceptance for a period of 6 months from the date of opening of techno-commercial bid.	AGREE

If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.

21	NON- RESPONSIVE BIDDER :- (i) The offer/tender shall be treated as non-responsive, if the bidder does not accept 6 months validity period from the date of opening of techno-commercial bid as provided in the tender or (ii) Offer / tender is submitted with any deviation from the tender terms & conditions.	AGREE
22	EARNEST MONEY AND SECURITY DEPOSIT : As per tender Document	AGREE
23	Performance Guarantee : As per Tender document	AGREE
24	In the event, the successful bidder fails to execute the order within the stipulated period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order may be cancelled at the option of the Trustees’.	AGREE
25	PRICES: Rate to be quoted on line for items in BOQ.	AGREE
26	Evaluated value as per scope of work will have to be quoted.	AGREE
27	The Bidder shall state clearly his quoted rates both in figure & word .	AGREE
28	Orders may be placed on the Lowest bidder.	AGREE
29	Price(s) quoted should remain firm over the contract period.	AGREE
30	All taxes & duties are deemed to be included in the quoted rate except GST as applicable.	AGREE
31	EVALUATION CRITERIA : As per relevant clause of Tender document.	AGREE
32	Order will be placed in full.	AGREE
33	PAYMENT: As per Tender document	AGREE
34	The contractor will be required to commence operation as per the Contract.	AGREE
35	Primary jurisdiction: The dredger will be primarily used at Haldia Approach Jetty, Lock, Oil Jetties and within the impounded Dock System.	AGREE
36	Work is to carried out as per terms & condition of the contract document.	AGREE
37	Penalty for non function: As per Tender document.	AGREE
38	Penalty for Non availability of equipment: As per tender document.	AGREE
39	Compensation (Liquidated damages for failure to supply/ delayed supply): As per Tender document	AGREE

40	Price adjustment clause: As per Tender document.	AGREE
41	Compensation against Termination of contract due to Force majeure: As per Tender Document.	AGREE
42	Compensation against Termination of contract due to contractor's default: As per Tender Document.	AGREE
43	Compensation against Termination of contract due to Employer's default: As per Tender Document.	AGREE
44	Technical capacity : As stipulated in Tender document	AGREE
45	<u>Financial capacity</u> : As stipulated in Tender document	AGREE
46	<u>DOCK PERMITS</u> : The cost of the permits will have to be borne by the contractor.	AGREE
47	<u>INDEPENDENT ENGINEER:</u> As per Tender document.	AGREE
48	<u>JURISDICTION OF COURT</u> : The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Kolkata/Haldia.	AGREE
49	<u>PERSONAL PROTECTIVE EQUIPMENT (PPE):</u> Contractor and their workmen including support staff must use PPE i.e. safety helmet etc. at the time of functioning inside the dock premises.	AGREE

4.0 PRE-QUALIFICATION CRITERIA

The pre-qualification criteria shall be as follows:

Experience of having successfully completed 'similar works' during the last 7 years ending **last day of the month previous to the one in which tender is invited which should** be either of the following:

a) 3 (three) similar completed works, each work costing not less than **INR 1,99,72,800;**

Or

b) 2 (two) similar completed works, each work costing not less than **INR 2,49,66,000;**

Or

c) 1 (one) similar completed work, costing not less than **INR 3,99,45,600.**

d) The average annual financial turnover of the firm during the last 3 years ending March, 2018 should be at least **INR 1,49,79,600.**

ii) Similar work shall mean experience of carrying out dredging by deploying Grab Dredger/ TSHD/ CSD/ Water Injection Dredger etc.

iii) Completed work shall mean any completed project or any completed portion of the running project.

iv) Price preference shall be given to Indian Dredging Companies as per relevant guidelines of Govt. of India.

v) Claims for fulfilling the above criteria must be adequately supported by appropriate documents like work order, performance certificate from Clients, Company's Annual Reports, Audited Balance Sheet and Profit and loss account for last 3 Years (i.e. 2015-16, 2016-17, 2017-18).

5.0 TENDER AUTHORITY

General Manager, Marine
Jawahar Tower, Haldia Dock Complex
Phone: 03224263303
E-mail: gmmarinehdc@gmail.com/ sgghosal.hdc@gmail.com,
Web-site: www.kolkataporttrust.gov.in

6.0 INSTRUCTION TO BIDDERS

6.1 Tender with supporting documents shall be submitted online as stipulated in the tender.

6.2 The bidder before filing and submitting the Tender is expected to thoroughly examine the Tender Documents including all instructions, forms, terms,

specifications, schedules and reference drawings. Failure/omission to furnish this information required by the tender Document on submission of a bidder which is not substantially responsive to the tender requirement will result in the rejection of such tender.

- 6.3 Mere downloading of Tender Document shall not mean that a particular Bidder will be automatically considered qualified and their bid will be entertained. Such qualifications will be reviewed at the time of evaluation of bids.
- 6.4 In case there is an unscheduled Holiday / Bandh / Strike on the prescribed last date of submission, the next working date will be treated as the scheduled prescribed day for the same.
- 6.5 Tender Document (Non-transferable) will be available in the website: www.kolkataporttrust.gov.in / CPP Portal. Parties downloading the tender document from KoPT's website should ensure submission of either the Banker's Cheque or Demand Draft towards Tender Fee, failing which the tender will not be considered.
- 6.6 Kolkata Port Trust reserve the right to reject any/all tenders or to accept any tender in whole or in part without assigning any reason whatsoever.

7.0 MODE OF SUBMISSION OF BID

- 7.1 The tenders are to be submitted online 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.

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

- a. Brief particulars of the Firm mentioning company's registration.
- b. Copy of the document relating to details of Similar Works previously carried out by the firm with value & period of each work.
- c. **Copies of Work Order(s) and Work Execution Certificate of having successfully completed works/ contracts in support of their claim of work experience.**

Note: The work execution certificate must contain the following information such as i) Work Order number ii) Period of Contract iii) Actual Payment made for the contract/ works concerned.

- d. Copies of the Audited Balance Sheet and Profit and Loss Account for last 3 years (i.e. 2015-16, 2016-17, and 2017-18).
- e. Photocopy of the EMD submitted through DD/Banker Cheque in favour of Haldia Dock Complex, Kolkata Port Trust on any Scheduled/Nationalized Bank payable at Haldia
- f. Photocopy of the Bid Document Fee submitted through DD/Banker Cheque in favour of Haldia Dock Complex, Kolkata Port Trust on any Scheduled/Nationalized Bank payable at Haldia

- g. A separate letter addressing to General Manager, Marine, Haldia Dock Complex confirming that the tenderer has accepted all terms and conditions laid down in the Bid document.
- h. Details of Supervision and Liaison set up planned to be used for supervision and co-ordination of the work.
- i. Signed blank copy of Price Bid format.
- j. Form of Tender duly filled in bidder's Letter Head (**Annexure - XI**)
- k. A declaration that the firms / group of companies / consortium have not been debarred / de-listed by any Govt. / Quasi-Govt. / Public Sector Undertakings.
- l. Complete and signed copy of the enclosed 'Integrity Pact' (Format at **Annexure-I**).
- m. Completed relevant formats in case of JV/ Consortium.
- n. Authentic documents relating to registration under GST Authority and ESI Authority as applicable.
- o. Copy of the Current Trade License as applicable.
- p. Copy of Provident Fund Registration Certificate as applicable.
- q. A declaration from the bidder that he or she will not be associated with any other bidding firms or company.
- r. Power of attorney in original in connection with signing the tender document (**Annexure - IV**)
- s. Copy of the Memorandum & Article of Association in case of Limited Company.
- t. Copy of the Partnership Deed in case of Partnership Firm.
- u. All form and formats duly filled in as given at Annexures.
- v. A technical description of the grab dredger to be submitted in the format given in **Annexure XV** and the same to be enclosed in Part-I (Technical and Commercial aspects) of the offer. The contractor will have to submit copies of all statutory certificates.
- w. Signed copy of General Conditions of Contract of KoPT

7.1.1 The contractor shall submit the documents as per the Check List above (Clause-7.1) at the time of submission of the bid online. However, the bids will be summarily rejected without any reference to the bidder if the documents mentioned against Sl. No. c & d are not submitted with the bid.

7.1.2 THE DOCUMENTS UPLOADED BY BIDDER(S) WILL BE SCRUTINISED. IN CASE ANY OF THE INFORMATION FURNISHED BY THE BIDDER IS FOUND TO BE FALSE DURING SCRUTINY, EMD OF DEFAULTING BIDDER(S) WILL BE FORFEITED. PUNITIVE ACTION INCLUDING SUSPENSION AND BANNING OF BUSINESS CAN ALSO BE TAKEN AGAINST DEFAULTING BIDDER(S).

7.2 Part-II (Price Bid), price shall be quoted online as per the format without any condition or deviation.

7.3 Deadline for submission of Tender

The completed tender shall be submitted online within the prescribed date as

indicated in the SOT. Further, the last date of submission of the tender will not be extended under any situation.

8.0 OTHER INSTRUCTIONS

- 8.1** Bidders are advised to submit quotation online based upon technical specification, terms and conditions, Scope of Work contained in the Bid Documents and General Conditions of Contract (GCC) and not to stipulate any deviation. 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'. Should it, however, become unavoidable, deviations should be suggested during pre-bid meeting. KoPT reserves the right to accept or reject the suggested deviations. No deviation from the laid down conditions of the Bid Document is firm unless it is notified by KoPT.
- 8.2** 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.
- 8.3** The work is 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 the next clause.
- 8.4** The bidders are advised to examine the tender documents carefully and 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 who shall be the point of contact at the following address:

General Manager,
Marine,
Haldia Dock Complex,
3rd Floor, Jawahar Tower,
Haldia, Purbe Medinipur,
West Bengal - 721607

- 8.5** The bidders may please note that Haldia Dock Complex, 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 agents to visit Kolkata Port Trust's Offices for making such inquiries. Should Haldia Dock Complex, Kolkata Port Trust find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by Haldia Dock Complex, Kolkata Port Trust.

8.6 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. Haldia Dock Complex, Kolkata Port Trust may reject, accept or prefer any bid without assigning any reason whatsoever.

8.7 Fax/e-mail offers/ physical offer will not be considered. Bidders should prepare their Bid themselves. Bids prepared by agents will not be recognized. Haldia Dock Complex, will not be liable for any financial obligation in connection with any work until such time Haldia Dock Complex, communicates to the successful bidder in writing its decision to entrust the work (covered by the Bid document).

8.8 Amendment of Tender Documents.

At any time prior to the deadline for the submissions of tenders, Haldia Dock Complex, may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Tenderer / bidder, modify the Tender Documents by issuance of addenda, which shall be in writing and uploaded in the same websites. Such addenda will form part of their Tender. The Tender Document shall be deemed to be amended only by way of the amendments mentioned above. Any other communication issued to the tenderers / bidders shall not be construed to as amendment to the Tender Document.

9.0 EARNEST MONEY DEPOSIT

9.1 The bidders shall be required to deposit INR **34,96,600** as 'Earnest Money Deposit' (EMD) to Haldia Dock Complex, through DD/Banker Cheque in favour of Haldia Dock Complex, Kolkata Port Trust on any Scheduled/Nationalized Bank payable at Haldia. Alternatively, an amount of INR 10.0 Lakh (Rupees Ten Lakh) shall be paid by Banker's Cheque or Demand Draft, payable at Haldia and the balance amount may be submitted in the form of a Bank Guarantee issued by any Indian Scheduled/Nationalized bank, having Branch at Kolkata/Haldia. The format of the Bank Guarantee is attached as **Annexure - XIII**. In the event of issuing Bank Guarantee by any Branch outside Kolkata/Haldia, any Kolkata/Haldia Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court. Specimen EMD format is given GCC. The Bank Guarantee shall remain valid for a period of 6 months from the scheduled date of opening of Part-I of the bid with a further claim period of one month. The original DD/Banker's Cheque/ Bank Guarantee against EMD and Tender fees should be physically deposited at the office of Tendering Authority (General Manager(Marine), 3rd floor Jawahar Tower, Haldia Dock Complex, Haldia, PIN 721607), separately in a single sealed envelope, mentioning Tender no. with proper marking.

9.2 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 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.

- 9.3** After conclusion of tender process, EMD of successful bidder will be returned without interest after submission of Security Deposit. However, the contractor may opt for converting the EMD (submitted in Draft) as a part of Security Deposit. In case the successful bidder fails to submit the Security Deposit in terms of tender conditions, the EMD will be liable for forfeiture.

9.4 Beneficiary Bank for the purpose of issuance of EM or SD Bank Guarantee

The following Bank Account details of HDC may be considered for issuing Bank Guarantees :

- 1) Beneficiary name : **Kolkata Port Trust, Haldia Dock Complex.**
- 2) Account Number : **1604050000064**
- 3) Account Type : **Current**
- 4) Bank Name : **United Bank of India**
- 5) Branch Name : **Haldia Dock Complex Branch**
- 6) IFS Code : **UTBIOHDCF75**

^
Zero

- 9.5** Details of cost of e-tender paper remitted should be entered by the participating bidder in the space provided in the e-tender as indicated hereunder:
- a) Name of remitting bidder :
 - b) Tender No. :
 - c) Amount remitted :
 - d) Date of remittance :
 - e) DD/BC No. :

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

- a) Name of remitting bidder :
- b) Tender No. :
- c) Amount remitted :
- d) Date of remittance :
- e) DD/BC No. :

Tender submitted without requisite Earnest Money and tender paper will be liable for rejection.

10.0 SECURITY DEPOSIT

- 10.1** The successful tenderer(s) shall have to submit Security Deposit amount computed as per the undernoted percentage on the evaluated value of the tender as accepted by Kolkata Port Trust, HDC in Demand Draft or in the

form of Bank Guarantee as per the enclosed format at **Annexure - XIV** in favour of "Kolkata Port Trust, Haldia Dock Complex" from a National/Scheduled Indian Bank from its branch at Kolkata or Haldia.:-

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

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

- 10.2** In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court.
- 10.3** The General Manager, Marine shall have the right to ask for the extension of the above Bank Guarantee till such time the Contractual obligations are fulfilled and the Contractor will be duty bound to extend the same.
- 10.4** After the issuance of 'Letter of Intent', Security Deposit will have to be submitted within 15 working days and a formal agreement is to be executed immediately thereafter as per format provided in GCC. 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. The contract shall be deemed to be in effect from the date of successful commencement of work.

11.0 INSTRUCTION FOR FILLING THE BIDS

- 11.1** The bids can only be submitted in the name of the bidder.
- 11.2** The Bid and any annotations or accompanying documentation shall be in English language only and in metric system.
- 11.3** Bidders shall sign their proposal and all attached documents with the exact name of the firm who has downloaded the bid document.
- 11.4** Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or resolution or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. Haldia Dock Complex, Kolkata Port Trust may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 11.5** The tender shall be completed in all respect and shall be submitted together with requisite information and annexures. It shall be completed

free from ambiguity, change or inter-lineation.

- 11.6** Bidders should indicate at the time of quoting against this bid their full postal /e-mail address and telephone and fax numbers.
- 11.7** Bidders shall set their quotations online as per BOQ format and without any qualifications.
- 11.8** Price Bids, containing any sort of qualifying expressions will be rejected.
- 11.9** Haldia Dock Complex, 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 shall confirm in writing in the form of Tender that should Haldia Dock Complex, 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 Haldia Dock Complex, KoPT and they shall be further duty bound to provide justification to the same, failing which or if their justification of prices are found unacceptable to Haldia Dock Complex, KoPT, their Tender may be cancelled by Haldia Dock Complex, Kolkata Port Trust.

12.0 JOINT VENTURES/CONSORTIUM AND OTHER FORMS OF ASSOCIATION

- 12.1** In case the tender is submitted in joint venture/consortium, the Tenderer 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 clearly set out and contain explicitly the scope and responsibilities of all the partners in the joint venture/consortium in terms of their respective financial and technical commitments/contribution. However, the partners of the JV/consortium shall 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-II)**.
 - 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 shareholding each shall be allowed to jointly meet the eligibility criteria.
- vii) Where the tenderer is a consortium the aggregate net cash accruals, net worth and average annual financial turnover of the individual members forming the consortium shall be submitted.
- viii) 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.
- ix) 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.

12.2 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 and submit the same in the manner as stipulated.

12.3 Technical & Financial Capability.

The tenderer (whether a single entity or a consortium) must satisfy pre-qualification criteria as stipulated in the tender.

12.4 Assessment of eligibility:

- 12.4.1 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.
- 12.4.2 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.
- 12.4.3 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.
- 12.4.4 The Tenderer shall submit a Power of Attorney as per format given at **Annexure - IV**, authorizing the signatory of the Tenderer to submit the tender.
- 12.4.5 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 - V**, 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 - VI**
- 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 - VII & VIII**.
- 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 - IX**, 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.

12.4.6 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 - X**.

12.4.7 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 - X**.

12.4.8 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.

12.5 Change in composition of the Consortium

12.5.1 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.

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

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

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

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

13.0 PRICING OF THE BID

13.1 General:

The Bid shall be quoted in and as per format of Price Bid.

13.2 Currency of Quotations:

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

13.3 Port dues, pilotage, berth hire or mooring charge or Royalty etc. shall be on account of HDC, KoPT for the contractual period. However, Tug hire or other services rendered on occasions other than those required for normal

berthing purposes etc. shall be payable by the Contractor as per the Trustees' Schedule of Charges.

- 13.4** Periods spent in maintenance of the dredger, its replenishment, bunkering, crew change etc. including its sailing for the above purpose to and from the dredging site shall be on account of the contractor.

13.5 Validity of Price Bid

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 (Techno-commercial Bid).

13.7 DELIVERY/ REDELIVERY of the dredger will be at Haldia Dock Complex.

14.0 DUTIES & TAXES

- a. The prices quoted shall be including all statutory levies excluding GST. GST should be indicated separately in the relevant column of BOQ. The summation of all item-wise total prices (excluding GST) (i.e. Grand total as mentioned in BOQ) would be the basis of evaluation.
- b. Supplier / Service Provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- c. The Supplier / Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions thereunder applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier / Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier / Service Provider and details available with Haldia Dock Complex, then payments to Supplier / Service Provider to the extent of GST relating to the invoice/s under mismatch may be retained from due payments till such time Haldia Dock Complex is not sure that accurate tax amount is finally reflected in the GSTN to HDC's Account and is finally available to HDC in terms of GST laws and that the credit of GST so taken by HDC is not required to be reversed at a later date along with applicable interest.
- d. Haldia Dock Complex, Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the Supplier / Service Provider. Any loss of input tax credit to Haldia Dock Complex, Kolkata Port Trust for the fault of supplier shall be recovered by Haldia Dock Complex, Kolkata Port Trust by way of adjustment in the consideration payable.
- e. Supplementary invoice/debit note/credit note for price revisions to enable Kolkata Port Trust to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.
- f. The purchase order/work order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

- g. If any new taxes and duties, increase in existing taxes and duties are imposed by the central / state government and is applicable in this contract, these shall be paid by the Trustees in addition as the same are not included in the quoted rates.

15.0 ESCALATION/DE-ESCALATION:

Escalation and de-escalation on the 'Hourly Running Charges' as quoted by the party at 'Format of Price Bid' will be applicable at the same percentage variation of the price of HSD at IOCL Haldia as compared to the base price of HSD of Rs. 63.88 per litre as on 15.07.2019 at IOCL Haldia. For the said purpose, the price of HSD at IOCL, as at the beginning of each month at Haldia prevailing in the corresponding month shall be considered.

16.0 MOBILIZATION & DEMOBILIZATION

16.1 Mobilization Period:

The dredgers & equipment are to be mobilized at Haldia Dock Complex and commence operation within 60 calendar days from the date of issuance of 'Work Order'.

16.2 Mobilization & De-mobilization Charges:

No Mobilization charges will be payable separately. Bidder should include such costs in the 'Daily Hire Charge' proportionately.

The demobilization cost shall be paid only if the contract is foreclosed by HDC, KoPT as per Clause 34.3 of Special Conditions of Contract by giving a six months' notice before the expiry of 4 years from the commencement of the contract.

At the time of bidding, the contractor shall furnish the location from where the dredger was mobilized along with supporting documents. The same location shall be used for calculating the demobilization cost to be paid to the contractor in case of termination of the contract. No demobilization cost shall be paid to the contractor for termination of the contract as per any other clause of the contract.

The demobilization cost shall be calculated as per the distance from where the dredger was mobilized and as per the speed of the dredger declared in the bid. The demobilization cost shall be as per the following formula:

Demobilization cost = (A/24 X Daily hire Charge) + (A X Hourly running Charges X 1.25)

**A = projected running hours to reach the destination
= (distance from where the dredger was mobilized) / (declared speed of the**

dredger)

A factor of 1.25 has been included in the formula to consider the fact that fuel consumption at sea shall be 25% more owing to consumption in sea conditions with wave and swell actions.

16.3 Liquidated Damage for delay in commencement of work:

In case the contractor fails to commence operation within 60 calendar days from the date of Work Order, a penalty equivalent to 10% of the 'Daily Hire Charge' would be imposed per day as Liquidated Damage, till the dredger is made available for operation.

16.4 In case the contractor fails to commence operation within 90 calendar days from the date of Work Order, KoPT will be at liberty to terminate the contract and forfeit the Security Deposit. The Engineer of the Contract may, however, extend the period of mobilization if he is satisfied that the reasons for the delay was beyond the control of the Contractor.

16.5 Demobilization Period.

Demobilization is to be completed within 15 calendar days of completion or termination of the contract failing which, all port charges against the dredger and equipment will be payable by the contractor.

17.0 Acceptance of the dredger.

On arrival of the dredger at Haldia, the Engineer shall put the dredger on trial or test to ascertain its suitability, performance on site as well as to verify its specifications as stipulated in the tender document. HDC, KoPT reserves the right to refuse the dredger if the same is not found suitable and does not match with tender specifications. In the event of rejection of the dredger, the contractor will have to provide replacement dredger within the scheduled mobilisation period at no additional cost.

18.0 INTERPRETATION OF TERMS

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

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

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

Act, 1963.

- 18.3** THE DEPUTY CHAIRMAN, Haldia means the Deputy Chairman, Haldia Dock Complex, or, as the case may be, a Deputy Chairman of a Board and includes the person appointed to act in his place under section 14 of the Major Port Trusts Act, 1963.
- 18.4** THE GENERAL MANAGER, MARINE - The expression 'The General Manager, Marine' means the office holding that post under the Trustees and includes his successors in office.
- 18.5** THE ENGINEER - The expression 'The Engineer' means the General Manager, Marine for the purpose of this contract only.
- 18.6** THE ENGINEER'S REPRESENTATIVE - The expression 'The Representative' means any officer or person from time to time deputed by the Trustees or General Manager, Marine / Engineer of the Contract to act on their behalf for the purpose of this contract.
- 18.7** THE VESSEL - The expression 'The Vessel' means the Dredgers and ancillary equipments required to carry out the work successfully.
- 18.8** DAY - means duration of 24 hours commencing at 00.00 hours midnight till 24.00 hours and includes Sundays and Holidays.
- 18.9** MONTH - means English Calendar Month.
- 18.10** LETTER OF INTENT - "Letter of Intent" means the formal acceptance by HDC, KoPT of the Tender.
- 18.11** TENDER - "Tender" means the Contractor's priced offer to HDC, KoPT for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Intent.
- 18.12** DC - Haldia Dock Complex
- 18.13** KoPT - Kolkata Port Trust
- 18.14** 'DEFICIT PERIOD' shall mean the following:
1. The period by which the availability of the vessel falls below the Guaranteed Availability;
 2. The period during which the vessel has been decommissioned without the approval of the Engineer.

SPECIAL CONDITIONS OF CONTRACT & TECHNICAL SPECIFICATIONS

19.0 GENERAL

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

20.0 SCOPE OF WORK

20.1 The work primarily involves dredging at Approach Jetty, Lock Barrel, Berth areas inside the Dock Basin as well as the areas near the Oil Jetties (which are situated outside the dock basin). The work has to be carried out by deployment of a suitable Grab Dredger with the specifications as mentioned in the Tender document.

20.2 The grab dredger shall have a hopper capacity in the range of 750 CuM - 1000 CuM (both inclusive). The dredger should be capable of dredging a minimum quantity of 125 CuM of settled solid per hour. The dredger should have at least two mounted cranes for filling up the hopper. The dimensions of the dredger should be as follows:

Length - Not more than 60 m
Breadth - Not more than 13m
Depth - Not more than 4m
Loaded Draft - Not more than 3.5m
Speed - Not less than 7.5 Knots

20.3 The dredger should be capable of dredging at all the locations within the jurisdiction of Haldia Dock Complex and any other area under Kolkata Port Trust as per the instruction of Engineer. The dumping of the dredged spoils shall be done within a distance of 2 to 3 Nautical Miles from the dredging sites as per the directions of Engineer or his representative.

20.4 On an average, two time slots of around two hours each shall be made available for dredging at the Approach Jetty each day.

The minimum depth on the commencement day of the contract shall be treated as the base depth.

At the Approach Jetty, the minimum increase in depth to be achieved (till a depth of 7.0 m is achieved), shall be higher of the two values i.e. (a) and (b):

a. Values as mentioned in the table below:

Sl. No.	Minimum increase in Depth to be achieved at the Approach Jetty with respect to the base depth	Time period from the commencement of operations
1.	0.3 m	3 months
2.	0.6 m	4 months
3.	0.9 m	5 months
4.	1.2 m	6 months
5.	1.5 m	7 months
6.	1.8 m	8 months
7.	2.1 m	9 months

b. 0.3 m more than the reported depth of the previous month.

Failure to achieve the desired depth each month shall attract penalty as per Clause 23.1 of Special Conditions of the Contract.

Dredging activity has to be carried out at the Approach Jetty round the year to achieve a minimum sounding of 7.0m and a targeted depth of 7.5m.

Note : The area of Approach Jetty shall be from 3m off the jetty face till Outer Transit (52.5 m) and from Section - 10 to Section 280m (Total length of 290 m).

The latest hydrographic chart of the Approach Jetty has been attached as **Annex - XVII**.

- 20.5** When not being deployed at the Approach Jetty, the dredger shall be used for operations at various other locations like that at the Lock Barrel, turning basin, berth areas and Oil Jetties. On an average, the total operational hours in a day shall be around 8 hours, including that of Approach Jetty.
- 20.6** Dredging operations shall be carried out round the clock as per the availability of dredging area. The grab dredger should have adequate lighting facilities to make it visible at the night time.
- 20.7** The maximum frequency of joint surveys for ascertaining the report of the soundings of the dredged areas shall be weekly and the same shall be carried out

by HDC with representative of Contractor.

20.8 Dredging methodology / dredging plan may have to be modified during the contract period at the advice of KoPT's consultant, IIT, Madras, at no additional payment to the Contractor.

20.9 The contractor shall make provision for fuel, lubricating oil etc. for operating the dredger engine, crane, auxiliary engines and equipment on board etc. at his own cost.

20.10 SITE CONDITIONS

i) Dredging Sites:

The location of the Approach Jetty and three Oil Jetties are outside of the Lock Barrel and has same hydrographic conditions as that of the river. The turning basin and the 14 berths situated inside the dock basin are impounded by the Lock Barrel. Dredging is also required to be carried out anywhere within the jurisdiction of KoPT as per the instruction of the Engineer of the Contract or his representative.

ii) Disposal Sites:

Designated dumping areas are located within 2 to 3 Nautical Miles from the dredging sites. All the dredged materials shall be dumped at the designated sites as directed by the Engineer or his representative. The Engineer reserves the right to relocate the dumping ground at any other places within approximately the same haulage distances for which, no additional payment will be made.

iii) Materials to be dredged:

Alluvial in nature comprising fine sand, silt, clay and mud.

21.0 The specifications of the dredger to be deployed.

- a. The Dredger must have valid statutory certificates under either Inland Vessels Act or under Merchant Shipping Act. The certificates shall be kept updated and valid throughout the contract period.
- b. The hopper capacity of the dredger should be within 750 CuM to 1000 CuM
- c. The maximum dredging depth shall not be less than 15 Metres.
- d. The dimensions of the dredger should be as follows:

Length - Not more than 60 m

Breadth - Not more than 13 m

Depth - Not more than 4 m

Loaded Draft - Not more than 3.5 m

Speed - Not less than 7.5 Knots

- e. The dredger should be capable of dredging a minimum quantity of 125 CuM of settled solid per hour. The dredger should have at least two mounted cranes for filling up the hopper.
- f. The age of the dredger should be more than 15 years as on 31/07/2019.

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

22.0 GUARANTEED AVAILABILITY

- 22.1** The contractor will have to stand guarantee for the dredger's availability and operation for at least 350 days in a year in fully operational condition.
- 22.2** Maximum 15 days of layup will be allowed in a year, which is to be availed in a staggered manner of not more than 5 days in a month. No payment will accrue to the contractor during the layup period.
- 22.3** In case the availability of the dredger falls below the guaranteed level, no daily hire charge or hourly running charges shall be paid. Additionally, penalty @25% of 'Daily Hire Charge' will be applicable for each day (24 hours) or pro-rata during the deficit period.
- 22.4** Lay up period of 15 days, if not availed in a particular year, cannot be carried forward to the subsequent years of the contract.
- 22.5** A further layup period of another 30 days will be allowed once during the contract period of five years for dry-docking and special survey repair of the dredger for maintaining its Certificate of Class. Such layup shall not be more than one occasion during the entire contract period of five years. No daily hire charge including cost of fuel shall be payable to the Contractor during such layup period. Guaranteed availability shall, however, be reduced proportionately. The period of such layup shall be decided in consultation with the Engineer of the contract and preferably shall be between the months November to February.
- 22.6** **The grab dredger shall be required to be manned, maintained and made available for operation on 24 hours' basis and shall be required to report for operation at ½ (half) an hour notice. The dredger will be required to maintain communication by VHF and mobile phone.**
- 22.7** In case the offered dredger is not available for operation, then a substitute dredger with similar/better specification shall be provided as a replacement by

the Contractor at no extra charge within 45 days from the time & date the offered dredger becomes inoperative / broken down. However, payment in respect of 'Hourly Operational Charges' to the replacement dredger shall be restricted only upto the limit permissible for the dredger originally offered on hire.

Notwithstanding anything contained hereinabove, substitution of the dredger will be allowed only after commencement of contract.

23.0 PENALTY

Failure to maintain the targeted depths at the Approach Jetty as mentioned at Clause 20.4 shall attract penalty as follows:

23.1 If the depths of an area fall below the target, penalty @ 2.5% of daily hire charges shall be deducted for the applicable period (i.e for the period from the date on which the contractor was to achieve the target till the date on which the contractor actually achieved the target) for each 0.1 Metre fall in depth from the targeted depths.

However, this shall not be applicable if the average dredging window is less than 4 hrs per day for the entire subject period i.e. 120 hours in a 30 day's month.

23.2 In case of only one grab working, 50% of daily hire charges and hourly running charges shall be deducted for the period one of the grabs is not working for each day (24 hours) or pro-rata.

23.3 In case of un-availability of the dredger falls below the guaranteed level, the penalty charges as mentioned at Clause 22.3 of Special Conditions of Contract shall be applicable.

24.0 Adequacy of the tender:

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

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

25.0 RESPONSIBILITIES OF KoPT.

25.1 HDC shall provide suitable berth subject to availability, for maintenance / repair of dredger and other crafts deployed by the Contractor as well as permit movement of Contractor's mobile crane inside the dock as and when required. HDC shall provide fresh water and shore electric supply to the dredger as practicable, on chargeable basis. However, this will not be a binding obligation on the part of HDC.

25.2 HDC shall permit use of suitable landing jetty close to dredging site, subject to availability, free of cost for operating routine boat services to the dredger by the Contractor.

25.3 HDC shall provide dock entry permit to Contractor's personnel, vehicles etc. on chargeable basis.

25.4 The contractor shall record dredging reports, the operating time of the dredger, breakdown of the dredger etc. in the Daily Dredging Report and the same shall be certified by the representative of the Engineer. This Daily Dredging Report (DDR) will form the basis of payment under the Contract. The format for Daily Dredging Report would be provided to the Contractor prior to commencement of operation.

26.0 PAYMENT TERMS

26.1 Contractor shall submit monthly bill complete in all respect along with synopsis of the DDRs, duly authenticated, at the end of each calendar month. The Daily Dredging Reports (DDR) are required to be generated and submitted by the Contractor's Representatives in the prescribed format as approved by Engineer, which will be jointly certified by the concerned representatives of the Engineer and the Contractor on a weekly basis along with the sounding report.

26.2 HDC will endeavor to make payment through ECS within 45 days from the receipt of corrected bills. The challans for collection of fuel should be submitted along with the bills for application of escalation / de- escalation. **An advance of 75% of amount certified by MO division will be released within 10 working days of submission of bill by the contractor to ensure fund flow. The rest of the bill along with applicable GST will be released as per schedule mentioned above.** The following charges shall be accrued to the contractor:

26.3 Daily Hire Charge: These charges shall be payable for each day the dredger in operation. The daily hire charge shall be inclusive of all the expenses connected with the operation of the dredger including lubricants, manning, materials, stores, ancillary crafts, other equipment etc. except for cost of fuel for operation.

26.4 Hourly Operational Charges:

1. These charges shall be payable for the period the dredger is actually engaged in operation. Actual dredging, movement of the dredger to and from dredging site/dumping site/waiting berth, dumping time, shifting of dredging ground and shifting to accommodate vessel movement shall be considered as operational hours. Any other movement of the dredger on HDC's request shall also qualify as operational hours.
2. Dredger should anchor clear of the vessel maneuvering/movement areas and shifting period from the anchorage due to hindrance to shipping shall not be considered for payment.

27.0 Maintenance of Machineries:

The dredger and its equipment shall be checked by the Engineer or his representative during trial operation before accepting the dredger and also at any time during execution of the contract.

The contractor shall maintain all these equipment in proper and efficient working condition with the objective to maintain the desired output of the dredger as per the contract.

If any deficiency is observed in the working of the dredger adversely affecting its output, the Contractor shall take immediate necessary action for rectification of such deficiencies. HDC reserves the right to de-hire the dredger in case the fault is not rectified by the Contractor within reasonable time. The contractor shall indicate the timeframe for such rectification to the Engineer for approval.

28.0 DREDGER AND OTHER EQUIPMENT:

The dredger shall be highly maneuverable for working safely within and around dock basin and under the influence of high tidal currents and fitted with all gadgets and instruments for effective dredging.

It may be noted that operations have to be carried out in strong tidal stream in and around the dredging areas. The contractor should mobilize suitable dredger to work in such conditions.

The Daily Dredging Reports (DDR) are required to be generated and submitted by the Contractor's Representatives in the prescribed format as approved by Engineer, which will be jointly certified by the concerned representatives of the Engineer and the Contractor on a weekly basis.

29.0 LIAISON OFFICER

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

30.0 EVALUATION AND COMPARISON OF BIDS

- 30.1** Haldia Dock Complex 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. HDC's decision in this regard shall be final and binding on the bidder. HDC 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.
- 30.2** HDC will not be duty bound to notify the names of unsuccessful bidders nor the reasons for the same.
- 30.3** HDC also reserves the right to obtain revised commercial bid if necessary from the technically acceptable bidders.
- 30.4** The Bids received and accepted will be evaluated by the method indicated in the Price Bid.

31.0 BID OPENING

31.1 Part-I: Technical and Commercial Aspects

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

31.2 Part-II: Price part of the offer

Price Bid of only those Bidders, whose technical and commercial proposals are complete and acceptable, shall be opened on the scheduled date or a subsequent date, which will be intimated to the Contractors.

32.0 THE GENERAL CONDITIONS OF CONTRACT OF KoPT SHALL BE APPLICABLE WHEREVER RELEVANT.

33.0 INSURANCE

The dredger and all other ancillary equipment must be insured with any reputed Indian Insurance company / P& I Club in the following manner:

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

All persons deployed by the contractor on board the vessel shall be insured by the contractor at his cost and documentary evidence should be provided before commencement of work. HDC, KoPT shall not be responsible in any manner for any accident to the personnel engaged by the Contractor or persons on board the dredger during the operation of the dredger or otherwise.

34.0 TERMINATION OF CONTRACT

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

- a) If the Contractor fails to commence operation within 60 days from the date of issue of 'Work Order'. However, Engineer shall have the discretion to grant additional time if he is satisfied that the grounds for delay are beyond the control of the Contractor.
- b) The Contractor has abandoned the contract.
- c) The Contractor has failed to commence the works or has without any lawful excuse under these conditions, has kept the work suspended for at least 15 days despite receiving the Engineer's or his Representative's written notice to proceed with the work.
- d) 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.
- e) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the Contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
- f) The Contractor is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.

34.2 In case the performance of dredger is found to be unsatisfactory, the contractor may be provided with an opportunity to suitably substitute the dredger within 45 days. The decision of HDC about the performance of the dredger shall be final. The Engineer of the Contract shall have the right to terminate the contract in case a substitute dredger is not provided within 45 days.

34.3 KoPT also has the right to foreclose the contract without assigning any reasons by giving six month's notice. However, this clause shall be invoked only after expiry of 2 years from the commencement of the contract.

34.4 In all cases of Termination of work emanating from Clauses 34.1 and 34.2, 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.

35.0 DREDGER'S ENCUMBRANCES ON CONTRACTOR

The contractor shall submit an undertaking that the dredger is free from all encumbrances and lien except Bank Loan.

36 LAW OF THE LAND

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

36.1 The Contractor shall at all times observe and comply with all prevailing laws including regulations that are relating to navigation maneuvering, and anchoring of his floating craft being used throughout the works. The contractor shall follow instructions in this regard given by HDC, KoPT. The Contractor shall carry out his work strictly in a manner which shall not obstruct or endanger the normal use of berths, anchorages, jetties and Lock Barrel. The priority of navigation within the port limits shall always be at the discretion of HDC, KoPT and will not be responsible for any inconvenience, loss or delays to the Contractor arising due to the priority not being given to their craft by the port and no such claim shall be entertained due to delays occurring because of such restrictions.

36.2 The Contractor shall take all possible precautions to secure the efficient

protection of the berths, oil jetties, lock barrel and waters under the jurisdiction of HDC against pollution of whatever nature during the execution of the work. He shall not allow at any time as refuse including plastic, rubbish, etc. in whatever nature to be thrown into the water by his workmen or any other agency employed by him.

36.3 The dredger shall at all time work under the provisions of the Indian Port's Act, The Major Port Trust Act and Port Rules and By Laws of the Trust as well as all other applicable Indian Laws.

38.0 COMPLIANCE OF LABOUR ACT

The contractor shall comply with the Contract labour (Regulation and Abolition) Act, 1970, Employees State Insurance Act (if applicable), Workmen's Compensation Act, 1923, Minimum Wage Act, 1948 and Employer's Insurance and any other Labour and other Laws in force as on date (contractor being deemed to be the employer in all cases).

39.0 ARTICLE OF VALUE

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

40.0 FORCE MAJEURE

i) In the event of either party being rendered unable by 'force majeure' to perform any obligation required to be performed by them 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' event lasts. The cost and loss sustained by either party shall be borne by respective parties.

ii) The term 'Force Majeure' as employed shall mean acts of God, earthquake, war, revolt, riot, fire, strike (excluding that of Contractor's Suppliers or Sub-Contractor's Employees) and hurricane. Time of performance shall be extended by the period of delay, which is directly caused by the 'force majeure'. Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable, as aforesaid, shall notify the other party in writing immediately but not later than 48 (Forty eight) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in supports of its claim.

iii) Time for performance of the relative obligation suspended by the 'force majeure' shall stand extended by the period for which such cause lasts.

41.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION.

41.1 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.

41.2 If the Contractor is dissatisfied with any such decision of the Engineer / his representative, he shall within 15 days after receiving notice of such award / decision, requires that the matter shall be referred to Chairman, who shall thereupon examine the dredging related dispute by a Committee consisting of FA&CAO, Director, Marine Department & CHE under his chairmanship and submit its recommendation to the Board for taking a view on the dispute.

41.3 If there is still no settlement as mentioned at Clauses - 41.1 & 41.2, 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, 2015, including any amendment thereof.

41.4 Notwithstanding anything contained herein above, Employer also reserve the right to invoke arbitration in all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract etc.

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

41.6 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.

41.7 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.

41.8 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.

41.9 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.

PROVIDED ALWAYS AS FOLLOWS:

- a) The Contractor shall have to raise disputes or differences of any kind whatsoever, in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.
- b) No dispute or difference on any matter whatsoever pertaining to the contract can be raised by the Contractor after submission of certificate in form G.C.3 by him.
- c) Contractor's claim/dispute raised beyond the time limits prescribed in Sub-clauses (a) & (b) herein above, shall not be entertained by the Engineer and / or by any Arbitrator, subsequently.

42.0 INTEGRITY PACT

The selected bidder will have to enter into an Integrity Pact with the Port as per format enclosed at **Annexure-I**. (On Non Judicial Stamp Paper of Rs. 50/-). All blank spaces to be filled in as appropriate. At present for implementation of Integrity Pact, Ms. Bulbul Sen, IRS (Retd.) & Shri Subhashish Sarkar, have been appointed by KoPT as Independent External Monitor (IEM).

Bulbul Sen, IRS (Retd.), B-
104 Narayantara Aptts.
Block 8 B, Sec-7, Dwaraka,
Delhi-110075,
E-mail: bsensarkar@gmail.com.

Shri Subhashish Sarkar,

Flat No.406, Block-III,
Kirti Apartments,
Mayur Vihar Phase-I Extension,
Delhi-110091,
Mob. No. 9811707230,
E-mail: subhashishsarkar53@yahoo.com.

However, Kolkata Port Trust reserves the right to change the Independent External Monitor (IEM) which will be intimated to the bidder accordingly.

BILL OF QUANTITIES

PREAMBLE TO BILL OF QUANTITIES

44.0 GENERAL

44.1 The Bill of Quantities must be read with the instruction to the bidder, Drawings, General Conditions of Contract and Special Conditions of Contract & Technical Specification and the Contractor is deemed to have examined and to have thoroughly acquainted himself with the detailed descriptions of the works to be done, and the way in which it is to be carried out.

44.2 The Contractor shall be bound to carry out the work at the accepted rates and shall not be entitled to any additional claim or compensation whatsoever.

44.3 The rates quoted shall be in both figures and words and that in words shall prevail.

45.0 FORMAT OF PRICE BID

I. "DAILY HIRE CHARGE": (INR)(A) [Per day].

II. "HOURLY OPERATIONAL CHARGES": (INR) (B) [per hour].

[Hourly Operational Charges shall include only the cost of fuel for running the machineries based on the rate of HSD at IOCL, Haldia which is Rs.63.88 per Litre as on 15.07.2019 at IOCL, Haldia.]

III. Assumed operational hours per day: 8 hours.

IV. TOTAL EVALUATED COST FOR ONE YEAR: (INR) [(A X 350) + (B X 8 X 350)] = (INR) ----- (C)

V. TOTAL EVALUATED PRICE FOR FIVE YEAR = [C X 5] = (INR)

.....

NOTE: GST shall not be considered for evaluation.

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

Section -5: Previous transgression.

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years from the date of signing the Integrity Pact with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Undertakings /Enterprise in India, Major Ports, / Govt.

Departments of India that could justify his exclusion from the tender process.

- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as considered appropriate.

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

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

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

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

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

- (a) The task of the monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- (b) The monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Kolkata Port Trust.
- (e) The BIDDER / CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER / CONTRACTOR. The demonstration of a valid interest, unrestricted and unconditional access to his contract documentation, if any. The same is applicable to Sub-contractors. The Monitor shall be under contractual obligation to treat the information and

- documents of the Bidder / Contractor / Subcontractor(s) with confidentiality.
- (f) The Principal / Employer will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.
 - (g) The Monitor will submit a written report to the designated Authority of Principal / Employer / Chief Vigilance Officer of Kolkata Port Trust within 8 to 10 weeks from the date of reference or intimation to him by the Principal / Employer / Bidder / Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER / CONTRACTOR can approach the Independent External Monitor (s) appointed for the purposes of this Pact.
 - (h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
 - (i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the relevant IPC/PCA and the Principal / Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
 - (j) The word 'Monitor' would include both singular and plural.

Section-9: Facilitation of Investigation:

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

Section-10: Pact Duration:

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

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

Section-11: Other provisions:

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

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

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

Place.....

Date.....

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Annexure-P

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.

1. DISCLOSURE OF PARTICULARS OF AGENTS / REPRESENTATIVES IN INDIA. IF ANY.
2. **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.
 - 2.2.4 Failure to furnish correct and detailed information as called for in paragraph - 2.0 above will render the concerned tender liable for rejection or in the event of a contract materializing, the same liable to termination by KoPT. Besides this there would be a penalty of banning business dealings with KoPT or damage or payment of a named sum.

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 _____ 20---- 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 Haldia Dock Complex, KOLKATA PORT TRUST in connection with work of _____ (please mention the work of the tender).

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

NOW THIS DEED WITNESSED AS UNDER:

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

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

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

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

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

First Party:

Second Party:

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

First Party:

Second Party:

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

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

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

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

10. Opening and operation of Bank Account:

The Joint Venture/consortium shall open and maintain bank account(s) at _____

_____The Lead Partner as mentioned in Clause(2) above shall have the power to receive the payments on behalf of the Joint Venture/consortium and to give discharge on behalf of the Joint Venture/consortium.

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

Party of First Part
Part

Party of Second

Witness:

- 1)
- 2)

Annexure-III

(I) Details in respect of the Company /Firm (Indian /Foreign).

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

(II) Details in respect of Director.

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

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

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

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

SECRET

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

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

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

Annexure - IV

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 Haldia Dock Complex, 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)

Annexure - V

Format For Power Of Attorney For Lead Member Of Consortium

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

POWER OF ATTORNEY

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

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

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid(s) for the tender and/or upon award thereof till the Agreement is entered into with the Authority.

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

IN WITNESS HEREOF WE HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS
DAY 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 Haldia Dock Complex, KoPT.
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
(Land & Mobile)
 - (f) E-Mail Address :
 - (g) Fax Number :
4. Details of Authorized Signatory of the Tenderer:
 - Name :
 - Designation :
 - Company :
 - Address :
 - Telephone No. :
(Land & Mobile)
 - Fax No. :
 - Email Address :
5. In case of a Consortium:

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

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

Signature of Power of Attorney Holders

Name:

Designation:

Date :

Seal

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

Maintenance dredging at Haldia Dock Complex,.

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

Instructions:

1. The single entity tenderer / each member of consortium should furnish its details in the appropriate column.
2. The description of each of the project shall have to be provided while giving the following details:
 - (a) Location of the project
 - (b) Contact details of the concerned dredging projects
 - (i) Name of Contact Person(s)
 - (ii) Designation(s)
 - (iii) Address
 - (iv) Telephone/Mobile No.
 - (v) Fax
 - (vi) Email

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

Name:

Designation:

Date:

Seal:

CERTIFIED BY

Name of Chartered / Certified Accountant Firm

Registration Number & other details

Name of the Signatory.....

Signature

Designation

Date

Seal

Annexure - VIII**Details Of Financial Capability of the Tenderer**

(In Rs. Crore)

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

Please add more rows depending upon Consortium Members.

Instructions:

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

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

Name:

Designation:

Date :

Seal

CERTIFIED BY

Name of Chartered Accountant Firm

Registration No. & other details

Name of the Signatory

Signature

Designation

Date

Joint Bidding Agreement

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

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

AMONGST

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

AND

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

AND

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

AND

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

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

WHEREAS,

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

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

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

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

3. Covenants

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

4. Role of the Parties

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

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

{(c) Party of the Third Part shall be the Financial Member of the Consortium; and}

{(d) Party of the Fourth Part shall be the Operation and Maintenance Member/ Other Member of the Consortium.}

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

5. Joint and Several Liability

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

6. Shareholding in the SPV

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

First Party:

Second Party:

{Third Party:}

{Fourth Party:}

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

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

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

7. Representation of the Parties

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

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

on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

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

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the KoPT.

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

SIGNED, SEALED AND DELIVERED
For and on behalf of
LEAD MEMBER by:

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

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

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

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

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

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

(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

To,
General Manager, Marine Haldia Dock Complex, Kolkata Port
Trust,

Dear Sir,

1. I/we, _____ Dated :

(Name of tenderer) having examined the Tender Document and understood its contents, hereby submit our tender for at Haldia Dock Complex, Kolkata Port Trust.

- 2 All information provided in the tender including Addenda and in the Annexures are true and correct and all documents accompanying such tender are true copies of their respective originals.
3. I/We shall make available to Kolkata Port Trust (hereinafter referred to as KoPT) any additional information it may find necessary or require to supplement or authenticate the Tender
4. I/we acknowledge the right of KoPT to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/we also certify the following
 - a. I/we / any of the consortium member (as the case may be) have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind
 - b. I/we certify that in the last three years, I/We/any of the consortium

members or our / their associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority/entity nor have had any contract terminated by any public authority / entity for breach on our part.

6. I/we declare that :

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

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

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

Thanking you,

Yours faithfully,

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

Name:

Designation:

Date :

Seal :

FORM OF TENDER

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

Dear Sir,

We, M/s.....having read and fully understood the specification conditions of Tender and General Conditions of Contract hereby Tender for "Maintenance Dredging at Haldia Dock Complex Using a Grab Dredger" in accordance with and as set forth in Notice Inviting Tender, General Conditions of Contract etc. The offers have been submitted in Cover-I and Cover-II as stipulated in your Tender Notice. We also confirm that no condition has been stipulated in the price bid in cover-II.

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

We have deposited with the Trustees' General Manager(Marine) Rs..... vide DD/ Bankers Cheque/ BG No.....dated.....as Earnest Money, photostat copy of which is attached. Original Bank Guarantee No...../Bank Draft No..... from..... Bank is enclosed.

We also agree to abide by this Tender for a period of 180 days from the closing date of this Tender and in default of our so doing, the Earnest Money of Rs..... (Rupeesonly) deposited by us shall be liable to forfeiture at the option of the competent authority.

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

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

Yours faithfully,

Dated.....

Signature.....

Full Address

(Seal)

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

FORMAT OF AGREEMENT

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

Agreement for Maintenance Dredging at Haldia Dock Complex Using a Grab Dredger

This Agreement made on theday of2019 between the Board of Trustees of the Port of Kolkata, Haldia, a body corporate constituted by the Major Port Trust Act 1963 (No. 38 of 1963) having its Head Office at 15, Strand Road, Kolkata-700001 hereinafter called "Trustees" (which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part and M/S..... having its registered office at..... hereinafter called the "contractor" (which expression shall unless excluded by or repugnant to the context be deemed to include its assigns or successors in office) on the other part.

WHEREAS the Trustees are desirous to carry out the job of Maintenance Dredging at Haldia Dock Complex Using a Grab Dredger including the work specified in the Bid document in satisfactory manner and have accepted a Tender by the Contractor for the said work NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

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

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

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

3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Trustees to execute the work of Maintenance Dredging at Haldia Dock Complex Using a Grab Dredger 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 year from the date of commencement of work.

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

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

Contractor

GENERAL MANAGER (MARINE), HDC

Witness

1.....

2.....

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

To
The Board of Trustees
For the Port of Kolkata.

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

In consideration of the Board of Trustees of the Port of Kolkata, a Body Corporate, duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt M/s....., a Proprietary / Partnership/Limited/Registered Company, having its Registered office at(hereinafter referred to as "The Contractor") from cash payment of Earnest Money Deposit in connection with Tender No..... for..... (write the name of the work as per tender) for the due fulfilment by the contractor of all the terms and conditions contained in the said tender, on submission of a Bank Guarantee for Rs..... (Rupees.....), we.....

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

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

2. We..... Bank.....Branch, Kolkata / Haldia, further agree that a mere demand by the Trustees at any time and in the manner aforesaid is sufficient for us..... Bank..... Branch, Kolkata / Haldia, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the bidder and no protest by the bidder, made either

directly or indirectly or through Court, can be valid ground for us.....Bank Branch, Kolkata / Haldia, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

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

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

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

SIGNATURE.....
NAME.....
DESIGNATION.....
(Only constituted attorney for and on behalf of)
BANK.....
BRANCH.....Kolkata/Haldia.
(OFFICIAL SEAL OF THE BANK)

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

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

To
The Board of Trustees
For the Port of Kolkata, Haldia

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

In consideration of the Board of Trustees of the Port of Kolkata, Haldia, a Body Corporate, duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt.....a Proprietary / Partnership / Limited / Registered Company, having its Registered office at(hereinafter referred to as the "Contractor") from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for.....(write the name of the work as per Work Order) in terms of the Work Order No.....dated(hereinafter referred to as the 'Contract'), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for (Rs.....), we.....Bank.....Branch....., do, on the advice of the contractor hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs.....(Rupees.....). We, Bank.....Branch, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We ... Bank..... Branch, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Kolkata Port Trust, Haldia Dock Complex" without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us..... (Name of Bank).....Branch, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We..... Bank.....Branch, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We..... Bank.....Branch, further agree that a mere demand by the Trustees at any time and in the manner aforesaid is sufficient for us..... Bank.....Branch, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time

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

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

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

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

SIGNATURE.....

NAME.....

DESIGNATION.....

(Only constituted attorney for and on behalf of)

BANK.....

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

Details of Grab Dredger being offered

Sl. No.	PARTICULARS	
1	NAME OF THE DREDGER	
2	OWNERS	
3	FLAG	
4	BUILDER	
5	YEAR OF BUILD AND AGE (NOT MORE THAN 15 YEARS as on 31.07.2019)	
6	HOPPER CAPACITY (WITHIN 750 CUM AND 1000 CUM)	
7	OFFICIAL NO.	
8	REGISTERING AUTHORITY	
9	GRT/NRT	
10	LOA (NOT MORE THAN 60 M)	
11	BREADTH (NOT MORE THAN 13 M)	
12	DEPTH (NOT MORE THAN 4 M)	
13	LOADED DRAFT (NOT MORE THAN 3.5 M)	
14	MAXIMUM DREDGING DEPTH (NOT LESS THAN 15 M)	
15	CREW (INCLUDING MASTER)	
16	ENGINE POWER	
17	NUMBER OF CRANE (NOT LESS THAN 2)	
18	NUMBER OF PROPELLERS	
19	SPEED OF THE DREDGER (NOT LESS THAN 7.5 KNOTS)	
20	DREDGING CAPACITY (NOT LESS 125 CUM OF SETTLED SOLID PER HOUR)	

GENERAL CONDITIONS OF CONTRACT

'General Conditions of Contract, Forms and Agreements' as sanctioned by the Board of Trustees of KoPT, HDC for the Port of Kolkata is hosted at www.kolkataporttrust.gov.in.

(<http://www.kolkataporttrust.gov.in/showfile.php?layout=1&lang=1&lid=1342>).

Only those Clauses, Forms or Formats, which are not covered elsewhere in this Tender Document, shall be applicable. Also, for the sake of interpretation of the contents of the Appendices, the terms contained in the main tender document (other than Appendices) including the 'General Conditions of Contract, Forms and Agreements' shall prevail.

