

**GLOBAL TENDER**

**TENDER DOCUMENT**

**FOR**

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

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*Tender No. KoPT/MRN/SDDS/GBL/MDRG/HAL of August 2015*

**PART-1**

**(TECHNICAL & COMMERCIAL BID)**

**Kolkata Port Trust  
15, Strand Road  
Kolkata-700001**

## Invitation for Bids

**Ref: Tender No. KoPT/MRN/SDDS/GBL/MDRG/HAL of August 2015**

**Reference:** Maintenance Dredging in Hooghly Estuary in the shipping channel of Kolkata Port.

Dear Sir,

You are invited to submit your offer for the subject work in accordance with the information, instructions, general conditions of contract, special conditions of contract, specifications, measurement details, drawings and other details, as furnished in the tender document. You should collect all necessary further details as you may consider necessary and acquaint yourself with the exact nature of work, the working conditions and the nature of site conditions for successful execution of the work.

The work involves maintenance dredging in Hooghly Estuary in the shipping channel of Kolkata Port primarily in the Haldia Channel at Jellingham & Auckland areas by deploying Trailing Suction Hopper Dredgers (TSHDs).

The bidders are expected to carefully examine the scope of work, plan for adequate plant and equipment, even any other dredger subject to approval of the Engineer of the Contract, necessary for execution and successful completion of the work in all respects within the time frame as stipulated in the Bid Document.

The undersigned does not bind himself to accept any offer or to assign any reason thereof and no damage claim whatsoever will be payable by Kolkata Port Trust. Issuance of tender documents to any bidder or opening of commercial bid of any bidder shall not construe that such bidder is considered automatically qualified.

Thanking you,

Yours faithfully,

**Director,  
Marine Department,  
Kolkata Port Trust**

**Dated 5.8.2015  
15, Strand Road,  
Kolkata-700 001**

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## 1.0 TENDER NOTICE

Tender No : <i>KoPT/MRN/SDDS/GBL/MDRG/HAL of August 2015</i>	Dated: August 2015
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Kolkata Port Trust (KoPT) intend to hire Three Trailing Suction Hopper Dredgers (TSHDs) for a period of five years with experienced manning for carrying out maintenance dredging in the Hooghly Estuary, primarily at Auckland and Jellingham i.e. in the shipping channel leading to Haldia Dock Complex.

ESTIMATED VALUE OF THE TENDER IS INDIAN RUPEES (INR) 1750.00 CRORE FOR FIVE YEARS.

PERIOD OF CONTRACT: FIVE YEARS.

PQ CRITERIA IS BASED ON ONE YEAR'S ESTIMATED VALUE OF WORK

## 2.0 PRE-QUALIFICATION CRITERIA

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

The pre-qualification criteria shall be as follows:

- i) Experience of having successfully completed similar works during the last 7 years ending 30<sup>th</sup> June, 2015, should be either of the following:-
  - a. Three similar completed works, each work costing not less than the amount equal to **INR 140.0 Crore** or equivalent.  
OR
  - b. Two similar completed works, each work costing not less than the amount equal to **INR 175.0 Crore** or equivalent.  
OR
  - c. One similar completed work, work costing not less than the amount equal to **INR 280.0 Crore** or equivalent.
  - d. The average annual financial turnover of the firm during the last 3 years ending March, 2015 should be at least **INR 105.0 Crore** or equivalent.

- ii. Similar work shall mean experience of carrying out dredging by deploying Trailing Suction Hopper Dredgers in riverine / tidal ports. **Work experience as a sub-contractor shall not be considered as the requisite qualification.**
- iii. Price preference shall be given to Indian Dredging Companies as per guidelines of Govt. of India. Details are at Clause 54.0.
- iv. Claims for fulfilling the above criteria must be adequately supported by appropriate documents like work order, performance certificate from Clients, Company's Annual Reports, Audited Balance Sheet and Profit and loss account for last 3 Years (i.e. 2012-13, 2013-14, 2014-15).

Note: Where the last date of submission of bid is within 30<sup>th</sup> September 2015, the bidder who's Annual Accounts for the year 2014-15 has not been audited by the last date of submission of bids, average Annual Financial Turnover in such cases shall be calculated considering the Annual Accounts for the last three years ending March 2014. In case of Companies whose financial year ends on 31<sup>st</sup> December, the ending year will be December'2014.

### 3.0 TENDER AUTHORITY

Director, Marine Department,  
Kolkata Port Trust, 15, Strand Road, Kolkata-700 001  
Phone: 033-2230-3451-Extn: 375, Telefax:-033-2231-0105  
Fax No: 033-2230-4901  
E-mail: [dmd@kopt.in](mailto:dmd@kopt.in)  
Web-site: [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)

Sale of Bid Document from	5.8.2015 to 6.9.2015.
Pre –Bid meeting	At 1130 hours on 19.8.2015 at KoPT Head Office, 15 Strand Road, Kolkata-700001.
Close of sale of Bid Document	7.9.2015 upto 1200 hrs.
Last date and time of receipt of Tender	Upto 1400 hours on 7.9.2015
Date and time of opening of Tender	7.9.2015 at 1500 hours in the room of the Director, Marine Department.
Cost of Bid Document	INR 20,000/- (Rupees Twenty Thousand only).
Earnest Money Deposit	INR. 17.60 Crore (Rupees Seventeen Crore & Sixty Lakh only).
Period of Contract	Five Years.

#### 4.0 OTHER INSTRUCTIONS

- 4.1 Tender with supporting documents shall be submitted to the office of Director, Marine Department, 15, Strand Road, Kolkata-700 001.
- 4.2 Tender should reach within the specified date and time of submission, after which no application will be accepted. Kolkata Port Trust will not be responsible in any way for Postal delay.
- 4.3 Mere issuance of Tender Document shall not mean that a particular Bidder will be automatically considered qualified and their bid will be entertained. Such qualifications will be reviewed at the time of evaluation of bids.
- 4.4 In case there is an unscheduled Holiday / Bandh / Strike on the prescribed date of pre-bid meeting / last date of submission, the next working date will be treated as the scheduled prescribed day for the same.
- 4.5 Tender Document (Non-transferable) will be available from the office of the Marine Department, 15, Strand Road, Kolkata-700 001. The tender document may also be downloaded from KoPT website: [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) or from [www.eprocure.gov.in](http://www.eprocure.gov.in). Parties downloading the tender document from websites should ensure submission of the Receipt from Treasurer, KoPT for an amount of Rs.20,000/-, being the cost of Tender document, failing which the tender will not be considered.
- 4.6 Sealed tenders will be received up to **1400 hours on 7.9.2015** at the office of the under-mentioned and **Part - I** of Bid i.e. Techno-Commercial Bid will be opened shortly thereafter in presence of the authorized representatives of bidders who intend to be present. The last date of submission of the tender will not be extended under any situation. **Part – II**, containing Price Bid of only those Bidders who have qualified techno-commercially, shall be opened at a later date under intimation to all concerned.
- 4.7 Kolkata Port Trust reserve the right to reject all the tenders or to accept any tender in whole or in part without assigning any reason whatsoever.
- 4.8 Further amendments, if any, would also appear in the same websites.

#### 5.0 **Security Clearance.**

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

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

The bid received from any bidder may be summarily rejected on National Security

consideration without any intimation thereof to the bidder.

## **6.0 MODE OF SUBMISSION OF BID**

6.1 The tenders are to be submitted in two parts, in duplicate 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. Two separate covers i.e. Part- I & Part-II are to be sealed in a main cover duly super scribed. Both the covers in the main cover should also be super scribed.

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

- a. Brief particulars of the Firm.
- b. Details of Similar Works previously carried out by the firm with value of each work from the clients.
- c. Performance Certificate of previous works carried out from the clients.
- d. Photocopy of the Treasury Receipt (TR) of the EMD or Original Bank Draft / Bankers Cheque payable to 'Kolkata Port Trust'.
- e. A detailed deployment planning for the Tendered 'Scope of Work'.
- f. A separate letter addressing to Director, Marine Department, confirming that the bidder has accepted all terms and conditions laid down in the Bid document should be enclosed.
- g. Details of Supervision and Liaison set up planned to be used for supervision and co-ordination of the work.
- h. Signed blank copy of Price Bid format.
- i. Form of Tender duly filled in bidder's Letter Head. However, the space for "The Total Amount of Tender Rs....." must be kept blank.
- j. Letter of authority, if any.
- k. A declaration that the firms / group of companies / consortium have not been debarred / de-listed by any Govt. / Quasi-Govt. / Public Sector Undertakings.
- l. 'Integrity Pact' duly executed as per Annexure-VI.
- m. Authentic documents related to registration under Service Tax Authority and ESI Authority as applicable.
- n. VAT Clearance certificate / VAT Registration Certificate 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. In case a bidder is not covered under ESI Act or exempted, necessary documents along with an affidavit affirmed before 1<sup>st</sup> class Judicial Magistrate to that effect are to be submitted.
- s. Power of attorney in original in connection with signing the tender document.
- t. Copy of the Memorandum & Article of Association in case of Limited Company.

u. Copy of the Partnership Deed in case of Partnership Firm.

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

## **7.0 INSTRUCTIONS TO BIDDERS**

7.1 Bidders are advised to submit quotation based upon Technical specification, terms and conditions, Scope of Work contained in the Bid documents and General Conditions of Contract and not to stipulate any deviation. Should it, however, become unavoidable, deviations should be suggested during pre-bid meeting. KoPT reserves the right to accept or reject the suggested deviations. No deviation from the laid down conditions of the Bid document is firm unless it is notified by KoPT.

7.2 The Bid Document issued to the Bidder is not transferable. A firm shall submit only one bid in the same bidding process, either individually as a bidder or as a partner in a joint venture. No firm can be a sub-Contractor while submitting a bid individually or as a partner in a joint venture in the same bidding process. A firm, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity. A bidder who submits or participates in more than one bid will cause all their bids in which the bidder has participated to be disqualified.

7.3 Indian agent on behalf of the Principal or Principal itself can bid but both cannot bid simultaneously for the tender.

7.4 If an agent submits bid on behalf of the Principal, the same agent shall not submit bid on behalf of another principal.

7.5 Bid Document shall remain as the property of Kolkata Port Trust.

7.6 KOLKATA PORT TRUST will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.

7.7 The work is to be done as described in Bid-document. The Bidders who needs clarifications on any specific issue shall inform the Engineer in writing well in advance of the date of pre-bid discussion at the address given in the next clause.

7.8 If the bidders find any discrepancy or omission in the Bid Document or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer, who may send a written explanation to the queries. No oral interpretations shall be made by any Bidder as to the meaning, if any, of the provisions of the Bid documents. Every request for an interpretation shall be in writing, addressed and forwarded to the Engineer at the following address:

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

7.9 The bidders may please note that Kolkata Port Trust will not entertain any correspondence or queries on the status of the offers received against this Bid.

7.10 Bidders are also requested not to depute any of their personnel or agents to visit Kolkata Port Trust's Offices for making such inquiries. Should Kolkata Port Trust find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by Kolkata Port Trust.

7.11 Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder. Kolkata Port Trust may reject, accept or prefer any bid without assigning any reason whatsoever.

7.12 Faxed / e-mail offer will not be considered. Bidders should prepare their Bid themselves. Bids prepared by agents will not be recognized. KoPT will not be liable for any financial obligation in connection with any work until such time KoPT communicates to the successful bidder in writing his decision to entrust the work (covered by the Bid document).

7.13 In case of unscheduled Holiday / Bandh on the date of pre-bid meeting / opening of tenders, the same will be opened on the next working day at the scheduled time. The Bidders will also be allowed to deposit their tenders till 1400 hours on such extended day of opening.

7.14 The General Conditions of Contract (GCC) of Kolkata Port shall be applicable wherever relevant. The GCC may be downloaded from KoPT website, 'Home page - Rules and Regulations- Non-service Regulations.'

## 8.0 EARNEST MONEY DEPOSIT

8.1 The bidders shall be required to deposit INR **17.60 Crore** as 'Earnest Money Deposit' (EMD) payable to Financial Adviser & Chief Accounts Officer (FA&CAO), KoPT by Banker's Cheque or Pay Order or Demand Draft, payable at Kolkata. Alternatively, an amount of INR 10.0 Lakh (Rupees ten lakh) shall be paid by Banker's Cheque / Demand Draft / Pay Order and the balance amount may be submitted in the form of a Bank Guarantee issued by any Indian nationalized / scheduled bank, having branch at Kolkata, In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court. Specimen EMD format is enclosed at Annexure-V. The Bank Guarantee shall remain valid for a period of 6 months from the scheduled date of opening of Part-I of the bid with a further claim period of one month.

8.2 Earnest Money of unsuccessful bidders will be refunded within 2 months of opening the Price bid or on finalization / acceptance of tender, whichever is earlier. If Price bid is opened before expiry of validity of Earnest Money Instrument, the same will be refunded to bidders other than the L-I bidder. EMD of L-I bidder will only be encashed. If Price bid cannot be opened for any

reason before expiry date of Earnest Money Instrument, the bidder would be requested to extend the validity of the EMD Instrument within the validity period of the offer, failing which the EMD instrument would be encashed. Tender submitted without EMD shall not be considered.

- 8.3 After conclusion of Tender process, EMD of successful bidder will be returned without interest after submission of Security Deposit. However, the contractor may be allowed to convert the EMD as a part of Security Deposit. In case the successful bidder fails to accept the contract or fails to submit the Security Deposit, the EMD will be liable for forfeiture.

## **9.0 SECURITY DEPOSIT**

- 9.1 Successful bidder will submit Security Deposit for a sum equivalent to **10% of the total evaluated value as per price bid** of the tender, as accepted by KoPT, in Demand Draft or in the form of Bank Guarantee as per the enclosed format at Annexure-II in favour of 'Kolkata Port Trust' from a National/Scheduled Indian Bank with branch at Kolkata. In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court. In case of Bank Guarantee, the same shall remain valid for 3 months after the final expiry of the contract. The Security Deposit will be released within 60 days after successful completion of the contract period.
- 9.2 KoPT shall encash the Bank Guarantee in the event the Contractor fails to supply the dredgers and commence operation immediately after expiry of mobilization period at the order of Engineer or his authorized representative or when any amount is to be recovered from the Contractor as penalty or deduction and the contractor fails to remit such amount within 30 days after due notice given to him in this regard.
- 9.3 The Director, Marine Department shall have the right to ask for the extension of the above Bank Guarantee till such time the Contractual obligations are fulfilled and the Contractor will be duty bound to extend the same.
- 9.4 After the issuance of 'Letter of Intent', Security Deposit will have to be submitted within 7 working days. Work order will be issued immediately after receipt of Security Deposit. The contractor shall commence the work within the prescribed mobilization period after issuance of 'Letter of Intent'.

## **10.0 INSTRUCTION FOR FILLING THE BIDS**

- 10.1 The bids can only be submitted in the name of the bidder in whose name the bid documents were issued by Kolkata Port Trust.
- 10.2 The Bid and any annotations or accompanying documentation shall be in English language only and in metric system.

- 10.3 Bidders shall sign their proposal and all attached documents with the exact name of the firm to whom the bid document has been issued. The bid shall be duly signed and sealed by an authorized executive officer of the bidder's organization.
- 10.4 Each page of the submitted 'Bid document including General Conditions of Contract & amendments if any' shall be signed by a duly authorised officer and in case of a Corporation same shall be sealed with the corporate seal or otherwise appropriately executed under seal .
- 10.5 Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. Kolkata Port Trust may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 10.6 The bid document shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be complete and free from ambiguity, change or inter lineation.
- 10.7 Bidders should indicate at the time of quoting against this bid their full postal and E-mail address & fax number (s).
- 10.8 Bidders shall set their quotations in firm figure and without any qualifications. Each figure stated should also be repeated in words and in the event of any discrepancy between the amounts stated in figure and words, the amount quoted in words shall be deemed to be the correct amount.
- 10.9 Price Bids, containing any sort of qualifying expressions will be rejected.
- 10.10 Bidders shall submit along with their offer the Earnest Money as per Clause 8.0. The Earnest Money shall specially bind to keep his offer valid for acceptance up to 180 days from the date of opening of Part-I (Techno Commercial Part) and to abide by all the conditions of Kolkata Port Trusts' Bid Document.
- 10.11 Changes to terms and conditions as enumerated in the bid document will not be valid if not notified by Kolkata Port Trust in writing to the bidder. In the event of Kolkata Port Trust intend to or awards the work against the said bid to the said bidder and the bidder fails to submit Security Deposit in stipulated time, the Earnest Money will be forfeited.
- 10.12 Kolkata Port Trust reserves the right to ask any one of the bidders, who have submitted their price quotations to submit a break-up of the submitted prices with adequate justification to establish for each such component. Bidders to confirm in writing in the form of Tender that should Kolkata Port Trust deem it necessary to ask for such a break up of quoted price, they will be duty bound to do so as requested by KoPT, they shall be further duty bound to provide justification to the same, failing which or if their justification of prices are found

unacceptable to KoPT, their Tender may be cancelled by Kolkata Port Trust.

- 10.13 Director, Marine Department or his representative may convene meeting with the bidder with Seven days prior notice which the bidders will have to attend, failing which decisions of the Director, Marine Department taken unilaterally will be final and binding on the bidder.
- 10.14 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. The person or persons signing the bid shall initial all pages of the bid where entries or amendments have been made.
- 10.15 The bid shall contain no alterations, omissions, or additions, unless such corrections are initialled by the person or persons signing the bid.
- 10.16 Kolkata Port Trust reserve the right to accept or reject the bids in part or as a whole and do not bind themselves to accept the lowest or any bid or to assign any reason thereof and no damage claim whatsoever will be payable by Kolkata Port Trust. Issuance of tender documents to any bidder or opening of commercial bid of any bidder shall not construe that such bidder is considered automatically qualified.

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

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

- i) All joint venture agreements/ consortium agreements, technical collaboration agreement shall ensure that all parties of the joint venture/consortium are individually and jointly responsible for the tender conditions and such agreements are legally valid.
- ii) Joint venture/consortium should be in the nature of legally acceptable agreements and such agreements should be notarized.
- iii) Such joint venture/consortium agreement should contain explicitly the scope and responsibilities of all the partners in the joint venture/consortium in terms of financial and technical commitments/contribution. The JV/consortium should be equally, severally and jointly responsible.
- iv) One of the members of the consortium shall be authorized as being in-charge (lead member), and this authorization shall be evidenced by a power of attorney duly signed by the authorized signatories of the consortium Members as per the format enclosed in the tender document as (Annexure-IV).

- v) The validity of the joint venture/consortium agreement entered upon on the award of Letter of Acceptance (LOA) by the port should continue for entire period of contract as specified in the tender. All such agreements shall be irrevocable for the above periods.
- vi) Firms with at least 26% equity holding each shall be allowed to jointly meet the eligibility criteria.
- vii) Where the bidder is a consortium the average annual financial turnover of the individual members forming the consortium shall be submitted.
- viii) The purchaser of the tender document must be a member of the consortium submitting the tender.
- ix) It is clarified that an unsuccessful bidder or JV/Consortium shall not be permitted to join a successful JV/Consortium whose bid is accepted at a later date.

## **12.0 INSTRUCTION FOR FILLING UP PRICE BID**

12.1 The Bid shall be quoted in and as per format of Price Bid as given at Clause 56.0.

### **12.2 Currency of Quotations**

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

### **12.3 Validity of Price Bid**

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

12.4 Escalation / De-escalation on account of fuel only will be payable / recoverable in this contract. The daily hire rate is based on the prices of fuel prevailing on **1.8.2015**. This base price shall be inclusive of all taxes, duties, freight etc., as payable to Indian Oil Corporation on **1.8.2015** at Haldia. Any change in the price of fuel will be paid / recovered to / from the contractor as per the Variation Formulae given below on the basis of the charge including taxes, duties, and freights etc. paid by the contractor. The contractor shall prefer his claim pertaining to this variation once in a quarter.

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

Where,

R = Amount to be paid / recovered.

V = Value of work calculated at agreed hire charges as indicated in the BOQ and permissible idle time charges during the period under consideration.

Io = Price of fuel as on **1.8.2015** at Haldia.

I = Changed price of fuel at Haldia.

12.5 DELIVERY/ REDELIVERY of the dredger will be at Haldia.

12.6 The contractor may engage sub-contractor subject to permission of the Engineer of the contract.

### 13.0 DUTIES & TAXES

13.1 The charge quoted by the bidders shall be inclusive of all taxes and duties whether Indian or Foreign, direct or indirect, except **Service Tax**. **Service Tax** will be payable extra by KoPT at actual. **However, bidder must indicate the percentage of taxes, duties etc included in its rate (except Service Tax) so that any future variation can be suitably paid /recovered.** Any tax levied or existing tax withdrawn by the GOI after the last date of submission of the tender will also be reimbursed or recovered as the case may be at actual. Service Tax will not be considered for evaluation of the tender. Service Tax as applicable would also be imposed on all deductions and penalties on the contractor. However, as KoPT is not a Registered Body Corporate, it is not liable to pay Service Tax under "Reverse Charge" mechanism.

### 14.0 MOBILIZATION & DEMOBILIZATION

#### 14.1.1 Mobilization Period:

On placement of 'Letter of Intent', the dredgers are to be mobilized at Haldia and commence dredging within 45 days and commence operation.

#### 14.1.2 Mobilization & De-mobilisation Charges:

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

#### 14.1.3 Penalty for delay in mobilization:

Delay in mobilizing the dredgers will attract a penalty @ 1% per week of Security Deposit.

For partial mobilization the above penalty shall also be reduced proportionately.

#### 14.2 Demobilization Period

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

## 15.0 Interpretation of Terms

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

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

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

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

**THE ENGINEER** - The expression 'The Engineer' means the Director, Marine Department, for the purpose of this contract only.

**THE ENGINEER'S REPRESENTATIVE** - The expression 'The Representative' means any officer or person from time to time deputed by the Trustees or Director Marine Department to act on their behalf for the purpose of this contract.

**THE VESSEL** - The expression 'The Vessel' means the Dredger.

**DAY** - means duration of 24 hours commencing at 00.00 hours midnight till 2400 hours and includes Sundays and Holidays.

**MONTH** – means English Calendar Month.

**NAVIGABLE DEPTH** – means least sounding in the entire dredging area within 4 navigable tracks having a width of 345 Metres which will be indicated by the Engineer of the contract.

## 16.0 INFORMATION ON SITE OF WORK.

The two dock systems, one at Kolkata and the other at Haldia on the Hugli estuary under the administrative control of Kolkata Port Trust, are located 144 km and 44 km inland respectively, from Sagar Island at the mouth of the estuary debouching into the Bay of Bengal. The estuary is "alluvial" and perennially "well mixed". The entire navigational channel from Sagar to Kolkata as well as Haldia is interspersed with shallow stretches classified as shallow-crossings/bars/shoals/sand-encroachments having tidal current, which varies from 2 knots to 5 knots (Approximately), the nomenclature characterising the type of sedimentation. All alluvial estuaries exhibit similar characteristics.

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

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

(B) Diamond Harbour-Balari-Haldia-Jellingham-Auckland-Sagar Island.

Maintenance dredging is contemplated at Jellingham & Auckland in the navigational Channel between Sagar and Haldia. Dredged materials from Jellingham and Auckland shall be dumped freely in the vicinity of Lower Sagar Dumping Area in deep water pocket, or in any other designated dumping ground between Haldia and Sagar and also through rain-bowing / side casting methods.

## **17.0 ADEQUACY OF THE TENDER**

The intending bidders 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.

## **TECHNICAL SPECIFICATIONS**

### **18.0 DISPOSAL TOLERANCES**

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

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

### **19.0 MATERIALS TO BE DREDGED**

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

## **20.0 HYDROGRAPHIC SURVEY TO ASCERTAIN NAVIGABLE DEPTH**

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

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

20.2 In all cases, survey shall generally be undertaken only during daylight hours. The date and time of survey will be decided by the Engineer's representative and the same will be binding on the Contractor. The raw survey data may be read, interpreted and processed either manually or electronically, depending upon the available resources and recorded in a log book. The log book shall be signed jointly by the Engineer's and the Contractor's representatives. The soundings would be reduced to Hugli River Datum which is 2.822 m below Mean Sea Level and will be depicted on a paper chart prepared manually or electronically to indicate the minimum depth available between any two fixes as per relevant echo trace. Spacing between survey lines Horizontal Datum and Scale of the charts will be decided by the Engineer.

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

## **21.0 MINIMUM INTERFERENCE WITH NAVIGATION / PILOTAGE**

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

## **22.0 EXCAVATION AND DREDGING WORKS**

Dredging is to be undertaken in accordance with the Drawings / Charts, as directed by the Engineer or his representative on board the dredger and to their entire satisfaction.

The Contractor shall provide the Engineer, at the end of each week the Daily Dredging Reports (DDRs) for each dredger duly signed by the Master of the Dredger

as well as Engineer's (KoPT) representative on board the dredger. The DDR format is at **Attachment-X**.

## **SPECIAL CONDITION OF CONTRACT**

### **23.0 GENERAL**

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

### **24.0 SCOPE OF WORK**

24.1 To carry out maintenance dredging in Hooghly Estuary in the shipping channel of Kolkata Port leading to Haldia primarily at Jellingham & Auckland by deployment of Trailing Suction Hopper Dredgers or anywhere within the jurisdiction of the port for a period of five years.

Auckland & Jellingham dredging areas including dumping area are duly demarcated in relevant charts as at Attachment - A.

24.2 Dredged materials from Jellingham and Auckland shall be dumped freely in the vicinity of Lower Sagar Dumping Area in the designated deep water pocket or at any other suitable location as directed by the Engineer. The dredged materials also to be disposed of through rain-bowing / side casting at a distance of at least 80 m from the dredging position. Such disposal by rain-bowing/side-casting will, however, be allowed when the tidal range of the dredging area is 3.8 m or more. The rain-bowing / side casting may be carried out simultaneously during dredging without filling the hopper as well as after filling hopper. The dredger may also be required to fill up the hopper with dredged materials from the dredging site and dispose the materials at any location through rain bowing /side casting operation. Overboard discharge from the dredger shall not be considered as rain-bowing/side-casting.

24.3 The bidder is required to quote additional hourly rate for each dredger separately for rain-bowing/side casting as per BOQ.

24.4 Following criteria must be fulfilled for undertaking the work:

- Number of dredgers to be deployed: Three Trailing Suction Hopper Dredgers to be deployed till targeted depth is achieved. Thereafter, the party will have the option to reduce number of dredgers.

- The bidder shall own at least two dredgers, each dredger having a hopper capacity of not less than 4500 M<sup>3</sup>. The balance dredger/s can be chartered / hired.
- Each dredger shall be capable of carrying at least a hopper load of 5500 Tons of dredged spoil at a draft not exceeding 6.6 m.
- Designed speed: Not less than 10 knots in loaded condition.
- The maximum dredging depth shall not be less than 20 Metres.
- The dredgers shall be capable of carrying out simultaneous rain-bowing/side casting as well as filling the hopper. For this purpose, the dredgers shall be fitted with arrangements for rain bowing/ side casting from any one side of the dredger at a distance of at least 80 Metres from the dredging position. The nozzle should be fitted at an angle of 60° to 90° from centreline of the dredger.
- The dredgers must be highly manoeuvrable and fitted with twin propellers and twin rudders.
- The dredgers must have de-hoppering facility.
- The dredgers shall be fitted with a standard Draft Load Monitor (DLM).
- The dredgers must be capable of working in the tidal condition of River Hugli.
- All dredgers must be appropriately certified to ply at the dredging sites which shall remain valid and updated during the entire contract period.
- Conversion from any other vessel to a dredger shall not be accepted. In other words, vessels specifically built for dredging shall only be accepted.

NB: Confirmation towards compliance with above parameters shall be submitted in details separately for each dredger.

#### 24.5 Particulars of dredging areas.

- i. Length of the channel to be maintained,
  - a) Jellingham Area - : 19.0 Km.
  - b) Auckland Area - : 20.0 Km.
- ii. Width of the channel to be maintained: 345 Metres consisting of 4 variable tracks having a distance of 115 Metres between two tracks.

24.6 Dredging shall be carried out primarily at Jellingham and Auckland. However, dredging area could extend to any area between Haldia anchorage to Upper end of Sagar crossing to match the attained navigable depths at Jellingham and Auckland. Further, KoPT would be at liberty to deploy the dredgers at any other location within its limits.

N.B. Minimum depth in all the tracks shall be considered as the depth in the area. Reporting limits of Jellingham and Auckland areas are duly marked in the relevant hydrographical charts, which may vary depending on depth situation.

## 25.0 Base Level and Targeted Depths.

25.1 The least navigable depths at Jellingham and Auckland at the time of handing over the site are to be referred to as the 'Base Level'. These depths at the time of inviting the tender are 4.1 m at Jellingham and 4.6 m at Auckland which may vary at the time of handing over the sites.

25.2 During the first year of the contract, the depth at Jellingham is required to be increased by 0.2 metre from the 'Base Level' and depth at Auckland is also to be increased to a level, which will be 0.5 metre more than Jellingham. These increased depths in Jellingham and Auckland are to be referred to as 'Targeted Depths' for the entire 2<sup>nd</sup> year of the Contract.

25.3 During the 2<sup>nd</sup> year of the contract, the 'Targeted Depths for the 2<sup>nd</sup> year' is required to be increased by 0.1 metre for both Jellingham and Auckland and those depths shall be referred to as 'Targeted Depths' for the 3<sup>rd</sup> year and also for the remaining period of the contract thereafter.

## 26.0 INCENTIVE:

26.1 The contractor shall be entitled to an incentive as follows:

- i. During the 1<sup>st</sup> year of the contract: An incentive @ 2.5% of the total daily hire charges of all the working dredgers per day for rise in depth of each 0.1 Metre from the targeted depth of 2<sup>nd</sup> year (Base Level + 0.2 metre) will be paid for the applicable period.
- ii. During the 2<sup>nd</sup> year & balance period of the contract: An incentive @ 2.5% of the total daily hire charges of all the working dredgers per day for rise in depth of each 0.1 Metre from the targeted depths of 3<sup>rd</sup> year (Base Level + 0.3 metre) will be paid for the applicable period.

NB: Minimum rise of depth at any of the above areas shall be taken into account for working out incentive.

## 27.0 REDUCTION OF DAILY HIRE CHARGE

The Contractor, under no circumstances, shall allow any fall in depth from the 'Base Level'. However, in the event of fall in depth either at Jellingham or at Auckland from the 'Base Level', a reduction @ 10% of the total daily hire charges of all the three dredgers per day shall be made for each 0.1 Metre fall in depth for the applicable affected period. Maximum fall in depth either at Jellingham or at Auckland shall be taken into account for this purpose.

## 28.0 DISINCENTIVE

28.1 Failure to maintain the 'Targeted Depths' both at Jellingham & Auckland simultaneously, disincentive @ 5 % of total Daily Hire Charges of all the three

dredgers shall be imposed for the applicable period for each 0.1 Metre fall in depth either at Jellingham or at Auckland. Maximum fall in depth either at Jellingham or at Auckland shall be taken into account for working out disincentive.

28.2 In addition, the provisions of reduction in Daily Hire charge for fall in depths below 'Base Level' depth will also be applicable as per clause 27.0.

Illustration of Clauses - 26.0, 27.0 & 28.0.

Year	*Base level	Targeted depths	Reduction @ 10% for fall of each 0.1m below Base level	Incentive @ 2.5% for each 0.1m increase over targeted depth	Dis-incentive @ 5% for fall of each 0.1m below targeted depth
1 <sup>st</sup> year	Jell: 4.1m Auck: 4.6m (Assumed Base level at the time of handing over)	Depths to be increased by 0.2 m at Jellingham i.e to 4.3m. Depth at Auckland to be increased to a level 0.5 m more than Jellingham i.e to 4.8m ..	i.e. for fall in depth below Jell: 4.1m Auck: 4.6m	i.e. for increase over Jell: 4.3 m Auck: 4.8 m	Nil
2 <sup>nd</sup> year		Depths to be increased to 4.4m at Jellingham & 4.9m at Auckland.	As above	i.e. for increase over Jell: 4.4m Auck: 4.9 m	i.e. fall below Jell: 4.3 m Auck: 4.8 m
3 <sup>rd</sup> year and balance period of the contract		To maintain 4.4m at Jellingham & 4.9m at Auckland	As above	i.e. for increase over Jell: 4.4 m Auck: 4.9 m	i.e. fall below Jell: 4.4 m Auck: 4.9 m

\*The least navigable depths at Jellingham and Auckland at the time of handing over the site are to be referred to as the 'Base Level' which is 4.1 m at Jellingham & 4.6m at Auckland at the time of inviting the tender.

Note: The incentive would be calculated taking into account the minimum increase of depth either at Jellingham or at Auckland. The disincentive and reduction would be calculated taking into account the maximum fall in depth either at Jellingham or at Auckland

## 29.0 SINGLE TUBE DREDGING

If the dredger is forced to work with one dredging tube only, due to defects attributable of the dredgers, one third of the actual dredging time for each load (i.e. tube down to tube up) rounded off to the nearest minute will be deducted from the daily charges on pro rata basis.

## 30.0 THIRD PARTY AUDIT:

30.1 KoPT shall appoint a Consultant (Independent Third Party) for auditing the maintenance dredging work during the entire contract period.

30.2 For the purpose of auditing the maintenance dredging work, a representative of the Consultant shall remain on board each of the three dredgers 24 hours a day during the entire contract period.

30.3 The Consultant's representative on board each dredger shall oversee dredging operations (conventional as well as side cast dredging), shall have access to all dredging operation records, survey charts etc. The Consultant's Resident Engineer and Dy. Resident Engineer shall have access to all dredging machineries for improvement of dredging efficiency of the dredger as and when necessary.

30.4 The Consultant shall report to the Chief Hydraulic Engineer of KoPT, who will be the Engineer In-Charge of the Third Party auditing work.

## 31.0 PAYMENT TERMS

31.1 Contractor shall deploy three Trailing Suction Hopper Dredgers on daily hire basis to carry out dredging, as required, including disposal of the dredged materials at designated sites on 24 hours basis in a day.

31.2 The daily hire charge of Trailing Suction Hopper Dredgers including ancillary crafts, equipment etc. shall be for a period of 24 hours of operation in a day. The daily hire charge shall mean all expenses connected with the operation of the dredger including supply of fuel, lubricants, manning, materials, stores etc. Fuel price shall be based as on 1.8.2015 at Haldia.

31.3 The payable operational hours of the dredger shall include dredging, dumping & steaming within the dredging cycle as well as steaming due to change in location as per the requirement of KoPT. Dredging cycle shall commence from the time tube / tubes is / are down for dredging till tube(s) is / are down for the next load including steaming time to dumping site, dumping time & back from dumping site to the dredging ground. In the event of breaking the above dredging cycle for bunkering, repairs, going for maintenance etc. vessel will be considered off-hire from the last dumping.

31.4 The contractor shall be paid on the basis of Daily Hire Charge of the dredgers as quoted by him and accepted by the port after necessary adjustments as specified in the tender against clause nos. 26.0, 27.0, 28.0 & 29.0 under special conditions of contract. Payment will be made on the basis of actual number of days the dredger carries out dredging operations during the month. Contractor shall submit the correct dredging bills, complete in all respects, at

the end of every Calendar month and KoPT shall make payment within 45 days of receipt of completed / corrected bills. The bill should include all relevant documents/invoices including Daily Dredging Reports duly certified by the Master of the dredger and KoPT's authorised representative on board.

- 31.5 In case any dredger is unable to work for 24 hours in a day due to reasons attributable to the Contractor, no payment shall be made for the non-operational period.
- 31.6 The daily hire charge quoted need not include any port dues, pilotage, berth hire or mooring charge or Royalty etc. and the same shall be to the account of KoPT. However, Tug hire or other services rendered on occasions other than those required for normal berthing purposes etc. shall be payable by the Contractor as per the Trustees' Schedule of Charges.
- 31.7 Maintenance days and sailing period to and from the dredging site and KDS/HDC/elsewhere for maintenance / repairs / bunkering including time spent for repairs, dry docking etc. shall be on account of the Contractor. During these periods no Daily Hire Charge shall be payable.
- 31.8 Deployment of each contractual dredger including its substitute dredger, if any, shall not exceed 325 days in a year. Accordingly, no payment will be made for deployment of any dredger beyond 325 days each year.
- 31.9 Additional Charge for rain-bowing / side casting will be payable for the actual hours of such operation.

Separate additional hourly hire charge for each dredger to be quoted in the BOQ in column - (f) at Clause 56.3 in the event the dredgers are required to pump out the dredged materials directly in the water through the means of rain-bowing /side casting.

- 31.10 Income tax on the gross amount bill shall be deducted from the Contractor's bill as per Section 194 C of the Income Tax Act or as applicable from time to time.

## 32.0 IDLE TIME CHARGE

The idle time charges of the dredgers will be paid for every hour @ 70% of the respective hourly equivalent of daily hire charge per hour. Idle time charges for suspension of dredging shall be payable for the following reasons only:

- a. Suspension of dredging for shipping movements.
- b. Dredging operations suspended at the instructions of port authorities.

## 33.0 SUBSTITUTION OF DREDGERS

- 33.1 In case any of the offered dredgers is not available for operation, then a substitute dredger with similar/ higher specification shall be provided as a

replacement by the Contractor at no extra charge within 45 days from the time & date the offered dredger is inoperative / broken down.

33.2 At any stage, if the contractor at their discretion intends to substitute any of their dredgers, the same would be allowed by KoPT subject to suitability as per clause 24.4.

33.3 In case of substitution of any of the contractual dredgers, the Daily Hire Charge shall be equivalent to the substituted dredger provided the hopper capacity of the substitute dredger is same or higher. Otherwise the Daily Hire Charge shall be equivalent to the lower rate of the nearest smaller category of contractual dredgers. However, if the hopper capacity of the substitute dredger is lower than that of the lowest quoted dredger, the Daily Hire charge of the substitute dredger would be proportionately reduced from the lowest quoted dredger subject to fulfilling other requirements.

33.4 In case of any substitution of dredgers, no payment towards mobilization or demobilization of dredgers shall be paid.

#### 34.0 INSURANCE

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

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

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

#### 35.0 RESPONSIBILITIES OF KOLKATA PORT TRUST (KoPT)

35.1 KoPT shall provide suitable berth facilities at HDC / KDS, subject to availability, for maintenance / repair of dredger and other crafts deployed by the Contractor as well as permit movement of Contractor's mobile crane inside the dock as and when required, free of charge.

35.2 KoPT shall provide fresh water to the dredger at dredging area / berth / waiting area, as practicable, on chargeable basis. However, this cannot be considered as a binding obligation on the part of KoPT.

35.3 KoPT shall permit use of available landing jetties, free of cost for operating routine boat services to the dredger by the Contractor.

35.4 KoPT shall provide dock entry permit to Contractor's personnel, vehicles etc. free of cost.

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

**36.0 SALVAGE OF PLANT, EQUIPMENT, VESSEL, CRAFT ETC:**

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

**37.0 ARTICLES OF VALUE:**

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

**38.0 APPLICATION OF ACTS AND PORT RULES:**

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

**39.0 FLEXIBILITY IN USE OF DREDGERS:**

The Contractor shall be at liberty to use any dredger or combination of dredgers other than TSHDs for maintaining the depths, subject to approval of the Engineer of the Contract. However, the Daily Hire Charge shall be restricted to three contractual dredgers only.

#### **40.0 ENGINEER'S AUTHORITY TO DELEGATE**

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

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

#### **41.0 DEPLOYMENT OF STAFF BY THE ENGINEER**

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

#### **42.0 CONTRACTOR'S WORKING AREA**

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

#### **43.0 TEMPORARY WORKS, OFFICE, JETTY, ETC.**

43.1 The Contractor shall submit to the Engineer for his approval, drawings and proposals for any temporary works such as batching plant, storage yard, office, store, false work and temporary platforms, pre-casting yard, workshop, etc. which he intend to construct for the execution of the contract and no such work shall be constructed before obtaining the written approval of the Engineer.

43.2 The Contractor shall obtain permission for any temporary work and would ensure that during execution of works the statutory requirements of the concerned authorities such as Kolkata Port Trust, Police, etc. would be complied with.

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

44.1 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.

- 44.2 If the Contractor is dissatisfied with any such decision of the Engineer/his representative, he shall within 15 days after receiving notice of such award/ Decision, requires that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.
- 44.3 If there is still no settlement as mentioned at Clauses - 44.1 & 44.2, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 including all amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrator and inform the other party within 60 days. If the other party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996, including any amendment thereof.
- 44.4 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.
- 44.5 The place/ jurisdiction of arbitration shall be in Kolkata, West Bengal, India.
- 44.6 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.
- 44.7 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.
- 44.8 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.

44.9 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.

44.10 In case the contract is awarded to a Central Public Sector Enterprises (CPSE), commercial disputes, if any, may be settled through Permanent Machinery of Arbitrators (PMA) as per relevant Government of India guidelines.

#### 45.0 INFORMATION REQUIRED

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

#### DETAILS OF THE TSHD BEING OFFERED

Sl. No.	PARTICULARS	
1	NAME OF THE DREDGER	
2	OWNERS	
3	FLAG	
4	BUILDER	
5	YEAR OF BUILD	
6	HOPPER CAPACITY	
7	OFFICIAL NO.	
8	REGISTERING AUTHORITY	
9	GRT/NRT	
10	LOA	
11	BEAM	
12	DEPTH	
13	DRAFT (BOTH LIGHT & LOADED)	
14	MAXIMUM DREDGING DEPTH	
15	MAIN ENGINE (NOS, MAKE, BHP, RPM ETC. EACH)	
16	ENDURANCE (FULL POWER)	
17	DREDGE PUMP ENGINE (NOS, MAKE, BHP, RPM ETC. EACH)	
18	GENERATOR ENGINE (NOS, MAKE, BHP ETC. EACH)	
19	NAVIGATIONAL EQUIPMENT	
20	TYPE OF DRAGHEAD, WEIGHT OF EACH DRAGHEAD INCLUDING NUMBER OF DRAGHEADS AVAILABLE, JET PRESSURE OF EACH DRAGHEAD & TYPE OF TEETH FITTED ON THE DRAGHEAD.	

21	DATE OF LAST DRY-DOCKING	
22	NEXT DRY-DOCKING DUE ON (TO MAINTAIN VALIDITY OF CLASS & STATUTORY CERTIFICATES)	
23	DREDGE PUMP (MAKE, CAPACITY, DISCHARGE RATE, TIME TO FILL UP HOPPER ETC.)	
24	CREW (INCLUDING MASTER)	
25	DRAFT LOAD MONITOR (DLM) - MAKE, CALIBRATION CERTIFICATE INDICATING AUTHORITY & DATE OF CALIBRATION.	
26	PARTICULARS OF BOW THRUSTER, IF FITTED WITH	
27	SPEED OF THE DREDGER IN LOADED CONDITION	
28	NUMBER OF RUDDER	
29	NUMBER OF PROPELLER	

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

#### 46.0 TERMINATION OF CONTRACT

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

- i. The Contractor has abandoned the contract.
- ii. The Contractor has failed to commence the works or has without any lawful excuse under these conditions, has kept the work suspended for at least 15 days despite receiving the Engineer's or his Representative's written notice to proceed with the work.
- iii. The Contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
- iv. Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the Contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
- v. The Contractor is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.
- vi. If the Contractor fails to maintain the Targeted Depths as specified in Clause 25.0 for six consecutive months.

- vii. The depths either at Jellingham or at Auckland has reduced by 0.3 m or more from the 'Base Level' as specified in Clause 25.0.

#### 46.2 Risk Purchase

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

#### 47.0 DREDGER'S ENCUMBRANCES ON CONTRACTOR

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

#### 48.0 SAMPLING OF DREDGED MATERIALS

The contractor shall appropriately collect dredged samples from the middle of the hopper for each dredge load daily, as practicable, in the sample bottles to be provided by KoPT and arrange for transportation of the bottles containing the dredged sample, duly sealed with relevant information including time, load number, state of tide & day of spring / neap, dredge area, track number etc., to their Project Office at their cost for collection by KoPT.

#### 49.0 LAW OF THE LAND

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

#### 50.0 COMPLIANCE OF LABOUR ACT

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

#### 51.0 OFFICE AND LIAISON OFFICER

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

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

marine operation.

#### 52.0 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.

#### 53.0 Accommodation for Engineer's representatives.

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

#### 54.0 PRICE PREFERENCE

Price preference shall be allowed to Indian companies including Dredging Corporation of India (DCI) as per relevant guidelines of the Government of India.

#### 55.0 Priority of Documents

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

- a) The contract Agreement (completed).
- b) The Letter of Acceptance / Firm work order.
- c) The priced 'Bill of Quantities'.
- d) Bid Clarification,
- e) The Technical Specification, Special conditions of contract.
- f) The General conditions of contract.
- g) The Drawings and Annexures.

- h) All post bid correspondence and any other document forming part of contract, if any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

**56.0 PRICE BID FORMAT**

**56.1 Instructions for filling up the 'Bill of Quantities:**

The bidder shall indicate the name of the dredgers at columns (b) & (e) in the formats below. Daily hire charge of each dredger to be quoted at column (c). Additional hourly charge for rain bowing/side casting operation shall be quoted at column (f). An estimate of 4500 hours (900 hours per year) has been taken into account for **rain-bowing / side-casting**.

(Y) Stands for total daily hire charges for all the three dredgers per day and (Z) stands for the average additional hourly charges of the dredgers when engaged in rain bowing/side casting operation.

**56.2 'Bill of Quantities' for Daily hire charge.**

Sl. No.	Name of the dredger.	Daily hire charge.
(a)	(b)	(c)
1.		
2.		
3.		
<b>Total daily hire charges for three dredgers</b>		<b>(Y)</b>

**56.3 'Bill of Quantities' for additional hourly charge for rain-bowing / side-casting.**

Sl. No.	Name of the dredger.	Additional hourly charge for rain-bowing / side-casting.
(d)	(e)	(f)
1.		
2.		
3.		
<b>Average additional charge for rain-bowing / side casting operation per hour. (Z)</b>		

**Total evaluated price for 5 years = [(Y x 1625) + (Z x 4500)]**

**= Rs.....**

**FORM OF TENDER**

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

Dear Sir,

We, M/s.....having read and fully understood the Specifications, General & Special Conditions of Contract and Conditions of Tender, hereby tender to deploy 3 Nos. Trailing Suction Hopper Dredger for the Trustees for the Port of Kolkata in accordance with and as set forth in Notice Inviting Tender, General Conditions of Contract etc.

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

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

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

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

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

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

Yours faithfully,

Dated.....  
Full Address

Signature.....

(Seal)

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

PROFORMA OF BANK GUARANTEE

**(PERFORMANCE BOND)**

To

The Board of Trustees

For the Port of Kolkata.

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

Name of Issuing Bank.....

Name of Branch.....

Address.....

In consideration of the Board of Trustees of the Port of Kolkata, a Body Corporate, duly constituted under the Major Port Trust Act,1963 (Act 38 of 1963), having agreed to exempt M/s....., a Proprietary / Partnership/Limited/Registered Company, having its Registered office at .....(hereinafter referred to as "The Contractor") from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for.....(write the name of the work as per Work Order) in terms of the Work Order No.....dated .....(hereinafter referred to as 'the said Contract'), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs..... (Rupees.....), we.....Bank.....Branch, Kolkata...../Haldia, do, on the advice of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs..... (Rupees.....). We,

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

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

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

3. We .....Bank.....Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract

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

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

5. We,..... Bank. ....Branch,

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

SIGNATURE.....

NAME.....

DESIGNATION.....

(Only constituted attorney for and on behalf of)

BANK.....

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

FORM OF AGREEMENT

THIS AGREEMENT made this.....day of .....19.....between the Board of Trustees for the Port of Calcutta, a body corporate constituted by the Major Port Trusts Act, 1963(hereinafter called "Trustees" which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and.....(hereinafter called "the Contractor, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part. WHEREAS the Trustees are desirous that certain Works should be executed/constructed, viz..... and have accepted a Tender/offer by the Contractor for the construction, completion and maintenance of such works NOW THIS AGREEMENT WITNESSETH as follows:

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz

- (a) The said Tender/offer & the acceptance of tender/offer.
- (b) The Drawings.
- (c) The General Conditions of Contract.
- (d) Special Conditions of Contract.
- (e) The Conditions of Tender.
- (f) The Specification.
- (g) The Bill of Quantities.
- (h) The Trustees' Schedule of Charge and Prices (if any).
- (i) All correspondence, by which the contract is added, amended, varied or modified in any way by mutual consent.

1. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Trustees to execute, construct, complete and maintain the work in conformity in all respects with the provisions of the Contract.

4. The Trustees hereby covenants to pay to the Contractor in consideration of such execution, construction, completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the Contract.

In WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed for have hereunto set their respective hands and seals) the day and year first above written.

The Seal of

.....  
.....was  
hereunto affixed in the presence of :

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Or

SIGNED SEALED AND DELIVERED

by the said \_\_\_\_\_

in the presence of :

Name: \_\_\_\_\_

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

The Common Seal of the Trustees was hereunto affixed in the presence of:

Name: \_\_\_\_\_

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

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

(To be submitted on stamp paper)

This Joint venture/consortium agreement is made at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 2014 between M/s. \_\_\_\_\_ (please indicate the status viz. Proprietor, firm, Company) represented through its proprietor /partner or Director (hereinafter referred to as "first Party" ) and M/s. \_\_\_\_\_ (Please indicate the status viz. Proprietor, Firm, Company ) represented through its proprietor /partner or Director ( hereinafter referred to as "Second Party") WHEREAS the First party is engaged in the business of \_\_\_\_\_

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

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

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

NOW THIS DEED WITNESSED AS UNDER:

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

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

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

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

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

**(Earnest Money Deposit Format)**

To  
The Board of Trustees  
For the Port of Kolkata.

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

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

whatsoever, to the bidder.

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

3. We .....Bank.....Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for finalization of the tender and that it shall continue to be enforceable till all the terms and conditions of the said tender have been fully honoured /fulfilled by the bidder and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of .....days of.....20-- and subject also to the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 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 us .....Bank .....Branch, Kolkata / Haldia.

5. We,..... Bank. .... Branch, Kolkata / Haldia, lastly undertake not to revoke

this Bank Guarantee during its currency except with the previous consent of the Trustees in writing.

SIGNATURE.....

NAME.....

DESIGNATION.....

(Only constituted attorney for and on behalf of)

BANK.....

BRANCH.....Kolkata/Haldia.

(OFFICIAL SEAL OF THE BANK)

**INTEGRITY PACT**

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

**Preamble**

The principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliances with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or contractor(s). In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM) appointed by the principal, will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**NOW, THEREFORE**

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

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

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

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

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

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

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

- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representative in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian Agent/representative have to be in Indian Rupees only. Copy of the Guidelines on Indian Agents of foreign Suppliers is annexed and marked as **Annexure-P**.
- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.

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

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

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

#### **Section 10 - Pact Duration:**

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

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

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

- (1) This agreement is subject to Indian law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.

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

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

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

Place.....

Date.....

Witness 1:

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

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

Witness 2:

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

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

### GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

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

- 1.3 In either case, the event of contract materializing, the terms of payment will provide for payment of the commission / remuneration, if any payable to the agents / representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 1.4 Failure to furnish correct and detailed information as called for in paragraph - 2.0 above will render the concerned tender liable for rejection or in the event of a contract materializing, the same liable to termination by KoPT. Besides this there would be a penalty of banning business dealings with KoPT or damage or payment of a named sum.