



श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता  
**SYAMA PRASAD MOOKERJEE PORT, KOLKATA**  
Formerly Kolkata Port Trust

## **SYAMA PRASAD MOOKERJE PORT, KOLKATA**

**(Erstwhile KOLKATA PORT TRUST)  
(AN AUTONOMOUS BODY UNDER THE MINISTRY OF PORTS, SHIPPING AND  
WATERWAYS, GOVERNMENT OF INDIA)**

### **Haldia Dock Complex**

**TENDER DOCUMENT FOR “HIRING OF FLOATING CRANE FACILITIES TO  
INCREASE LIGHTENING / TOPPING UP OF CARGO AT SAGAR / OTHER  
DEEP DRAFT LOCATIONS IN THE WATER LIMIT OF SMP, KOLKATA FOR  
A PERIOD OF 2 YEARS EXTENDABLE BY ONE YEAR”.**

**TENDER NO. GM (Engg)/T/ 06 /2021-2022**

**September 2021**

**Issued by**

**GENERAL MANAGER (ENGG.),  
1<sup>st</sup> FLOOR**

**JAWAHAR TOWER COMPLEX,  
P. O. HALDIA TOWNSHIP, DIST: PURBA MEDINIPUR  
PIN: 721607, WEST BENGAL, INDIA  
HALDIA DOCK COMPLEX;  
SYAMA PRASAD MOOKERJEE PORT, KOLKATA**

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## NOTICE INVITING TENDER

Tender Document for “HIRING OF FLOATING CRANE FACILITIES TO INCREASE LIGHTENING / TOPPING UP OF CARGO AT SAGAR / OTHER DEEP DRAFT LOCATIONS IN THE WATER LIMIT OF SMP, KOLKATA FOR A PERIOD OF 2 YEARS EXTENDABLE BY ONE YEAR”.

<b>Tender No:</b>	GM (Engg)/T/ 06 /2021-2022
<b>Name of the work</b>	HIRING OF FLOATING CRANE FACILITIES TO INCREASE LIGHTENING / TOPPING UP OF CARGO AT SAGAR / OTHER DEEP DRAFT LOCATIONS IN THE WATER LIMIT OF SMP, KOLKATA FOR A PERIOD OF 2 YEARS EXTENDABLE BY ONE YEAR.
<b>Project Cost</b>	Rs. 33.00 Cr. (Rupees Thirty Three Crores only) for each Floating Cranes facilities
<b>Fees of Tender document (non-refundable in INR)</b>	Rs.20,000/-(Rupees Five thousand only) + 18% GST
<b>RailTel Tender Processing Fee ( Non refundable)</b>	<p>Mode of Payment: - E-payment only through Debit / Credit Card or Net Banking.  Tender Processing Fee (TPF) - 0.1% of estimate cost (Minimum 750/- and Maximum 7,500/-) plus GST @ 18%.  Registration Charges: Rs 2,000/- + Applicable GST per Year.</p> <p><b>Note:</b>  1. The applicants/bidders, who are not yet to be registered with RailTel, are advised to get themselves registered with RailTel, at least 72 (seventy-two) hours prior to bid submission.  Bidders are required to ensure that their corporate email id provided is valid and updated at the stage of registration of Bidder with <b>RailTel's e-Nivida Portal</b> (i.e. Service Provider).</p>
<b>Period of contract</b>	2 years extendable by one year
<b>Tender Issue Date</b>	06.09.2021
<b>Pre-bid Meeting, time and Place</b>	21.09.2021.at 11:00 AM  JAWAHAR TOWER COMPLEX, <b>P. O.</b> Haldia Township, <b>DIST:</b> Purba Medinipur <b>PIN:</b> 721607, West Bengal, India Haldia Dock Complex Syama Prasad Mookerjee Port, Kolkata
<b>Last date &amp; time for online submission of Tender</b>	27.09.2021 at 15:00 Hrs.
<b>Date and time of opening of Techno commercial Bid</b>	27.09.2021 at 15:30 Hrs.
<b>Opening of Price Bid</b>	Will be informed separately.

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HIRING OF FLOATING CRANE FACILITIES TO INCREASE LIGHTENING / TOPPING UP OF CARGO AT SAGAR / OTHER DEEP DRAFT LOCATIONS IN THE WATER LIMIT OF SMP, KOLKATA FOR A PERIOD OF 2 YEARS EXTENDABLE BY 1 YEAR.

## **OTHER INSTRUCTIONS:**

- i. E-Tenderers are invited on two Cover basis (Techno Commercial Part & Price Part) from resourceful, experienced and bonafide bidders with sound technical and financial capabilities for the above mentioned work at Haldia Dock Complex.
- ii. Details of the Tender Documents and Notification of any Addendum / Corrigendum to the TENDER documents are available in web site from website ([www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)) and have to participate in bidding process through website <https://kopt.enivida.in> only.
- iii. E-Tender Document shall neither be issued by post nor sold.
- iv. E-Tenderers are not permitted to alter/change/delete/modify any clause of the TENDER document down loaded from the website. If any deviation / discrepancy is found after submission of TENDER, the submitted offer will be summarily rejected.
- v. Bidders shall submit the Bid Document as stipulated in the "Instructions To Bidders" of the e-Tender document. Trustees reserve the right to verify the submitted copies of documents / credentials with the original documents.
- vi. The successful bidder will be required to comply with the relevant provisions of BOCW (RECS) Act, 1996, West Bengal BOCW (RECS) Act, 2004 and BOCW Welfare Cess Act, 1996 and the rules framed there under. An amount of cess as per prevalent rate (presently @ 1% of the billed amount) shall be progressively recovered from all the bills of the contractor for onward transmission of the same to the appropriate authority.
- vii. E-Tenderers will be received through <https://kopt.enivida.in> up to 15:00 hrs. on the last date of submission and opening of TENDER specified above.
- viii. The E-Tender will be opened shortly after 3.00 p.m. on the stipulated date.
- ix. In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day.
- x. It is stated here that the subject TENDER may not be extended further.
- xi. SMP, Kolkata reserves the right to reject any or all offers or to accept the offer in whole or in part without assigning any reason whatsoever thereof.

**General Manager  
(Engg.)  
Haldia Dock Complex**

**SYAMA PRASAD MOOKERJE PORT, KOLKATA**  
Haldia Dock Complex

**INVITES TENDER FOR**

**“HIRING OF FLOATING CRANE FACILITIES TO INCREASE LIGHTENING / TOPPING UP OF CARGO AT SAGAR / OTHER DEEP DRAFT LOCATIONS IN THE WATER LIMIT OF SMP, KOLKATA FOR A PERIOD OF 2 YEARS EXTENDABLE BY ONE YEAR”.**

(Tender No.: - GM (Engg)/T/ 06 /2021-2022)

Non-refundable Cost of Tender Document	Date and time of Pre-Bid Meeting	Last date and time of Submission of Tender	Date and time of opening of Techno-commercial Bid
Rs.20,000/- (Rupees Twenty thousand only) + 18% GST	21.09.2021 at 11:00 Hrs	27.09.2021 at 15:00 Hrs	27.09.2021 at 15:30 Hrs
<b>Address of Engineer</b>	<b>Shri A. Ganesan</b> <b>General Manager (Engineering)</b> Haldia Dock Complex, Syama Prasad Mookerjee Port , Kolkata <b>Address:</b> 1 <sup>st</sup> floor, Jawahar Tower Complex ; P.O. Haldia Township; Dist. Purba Medinipur ; PIN: –721607 West Bengal, India. <b>E. mail</b> <a href="mailto:aganesan.hdc@kolkataporttrust.gov.in">:aganesan.hdc@kolkataporttrust.gov.in</a>		
<b>Address of the Engineer’s representative</b>	<b>Shri R. N. Roy</b> <b>Sr. Dy. Manager (P&amp;E),</b> Haldia Dock Complex, Operational Administrative Building (1 <sup>st</sup> floor), Chiranjibpur; P.O. Haldia; Dist. Purba Medinipur; PIN: 721 604; West Bengal; India. <b>Telephone no.</b> + 91-3224- 252581 <b>Mobile no.</b> + 91 94340374411 <b>E. mail :</b> <a href="mailto:rnroy.hdc@kolkataporttrust.gov.in">rnroy.hdc@kolkataporttrust.gov.in</a>		

Details of the Tender is available in websites [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in),  
<https://kopt.enivida.in>.

## Important instructions for E-procurement

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

Further, bidders are requested to go through the following information and instructions available on the RailTel Portal (<https://kopt.enivida.in>) before responding to this e-Tender:

- Bidders Manual Kit
- Help for Contractors
- FAQ

### Contact Persons (Haldia Dock Complex, SMP, Kolkata):

General Manager (Engineering)  
1<sup>st</sup> floor, JAWAHAR TOWER COMPLEX,  
P. O. Haldia Township, Dist. Purba Medinipur  
PIN: 721607, West Bengal, India  
Haldia Dock Complex  
Syama Prasad Mookerjee Port, Kolkata  
Email: [aganesan.hdc@kolkataporttrust.gov.in](mailto:aganesan.hdc@kolkataporttrust.gov.in)

### Process of E-Tender:

- 1 THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <https://kopt.enivida.in>

Bidders are required to register themselves online with <https://kopt.enivida.in>

### Contact Person (Haldia Dock Complex):

General Manager (Engineering)  
1<sup>st</sup> floor, JAWAHAR TOWER COMPLEX,  
P. O. Haldia Township, Dist: Purba Medinipur  
PIN: 721607, West Bengal, India  
Haldia Dock Complex  
Syama Prasad Mookerjee Port, Kolkata  
Email: [aganesan.hdc@kolkataporttrust.gov.in](mailto:aganesan.hdc@kolkataporttrust.gov.in)

### Contact Persons (RailTel Portal):

Sri Siddharth Ghosh – Mob: 9355030604  
email: [ewizardsiddharth@gmail.com](mailto:ewizardsiddharth@gmail.com)

- 2 The Technical Proposal and the Financial Proposal shall have to be submitted online at <https://kopt.enivida.in> TENDER will be opened electronically on specified date and time as given in the TENDER.

- 3 All entries in the TENDER should be entered in online Technical & Commercial Formats without any ambiguity.

- 4 Information about TENDER /corrigendum/addendum uploaded shall be sent by email only during the process till finalization of TENDER. Hence the Bidders are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of Bidder with <https://kopt.enivida.in>. Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).

- 5 E-Tender cannot be accessed after the due date and time mentioned in NIT.

- 6 **Bidding in e-Tender:**

- a) Bidder(s) need to submit necessary EMD and fees of TENDER to be eligible to bid online in the e-Tender. Fees of TENDER are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful Bidder(s) will be refunded by the TENDER inviting authority.
  - b) The process involves Electronic Bidding for submission of Technical and Financial Proposal.
  - c) In all cases, Bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
  - d) During the entire e-Tender process, the Bidders will remain completely anonymous to one another and also to everybody else.
  - e) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
  - f) All electronic bids submitted during the e-Tender process shall be legally binding on the Bidder. Any bid will be considered as the valid bid offered by that Bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply.
  - g) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
  - h) Buyer reserves the right to cancel or reject or accept or withdraw or extend the TENDER in full or part as the case may be without assigning any reason thereof.
  - i) No deviation of the terms and conditions of the TENDER is acceptable. Submission of bid in the e-Tender floor by any Bidder confirms his acceptance of terms & conditions for the TENDER.
- 7 Any order resulting from this TENDER shall be governed by the terms and conditions mentioned therein.
- 8 No deviation to the technical and commercial terms & conditions are allowed.
- 9 The TENDER inviting authority has the right to cancel this e-Tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- 10 Bidders are requested to read the Bidder guide and see the video in the page <https://kopt.enivida.in> to familiarize them with the system before bidding.
- 11 No deviation of the terms and conditions of the TENDER is acceptable. Submission of bid in the e-Tender floor by any bidder confirms his acceptance of terms & conditions for the TENDER.
- 12 The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
- 13 The bid will be evaluated based on the filled-in technical & commercial formats.
- 14 The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
- 15 Necessary addendum/ corrigendum (if any) of TENDER would only be hosted in the e-Tendering portal of RailTel.
- 16 Due date of submission of TENDER will not be extended under any situation.

## **KOPT e-Nivida Special Instruction to Bidders**



e-Procurement is the complete process of e-Tendering from publishing of Tenders online, inviting online bids, evaluation and award of contract using the system. You may keep a watch of the Tenders floated under <https://kopt.enivida.in>. The link of e-procurement portal is also given on our official portal i.e <https://www.kolkataporttrust.gov.in> under TENDER TAB.

These will invite for online Bids. Bidder Enrolment can be done using "**Online Bidder Enrolment**". The instructions given below are meant to assist the bidders in registering on the e-Tender Portal, and submitting their bid online on the e-Tendering portal as per uploaded bid.

More information useful for submitting online bids on the e-Nivida Portal may be obtained at: <https://kopt.enivida.in>.

## **GUIDELINES FOR REGISTRATION:**

1. Bidders are required to enroll on the e-Procurement Portal (<https://kopt.enivida.in/bidderRegistration/newRegistration>) or click on the link "**Bidder Enrolment**" available on the home page of e-Tender Portal by paying the Registration fee of Rs.2000/- +Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on e-Tender portal.
8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id [enividahelpdesk@gmail.com](mailto:enividahelpdesk@gmail.com)/for activation of account.

## **SEARCHING FOR TENDER DOCUMENTS**

1. There are various search options built in the e-Tender Portal, to facilitate bidders to search active Tenders by several parameters.
2. Once the bidders have selected the Tenders they are interested in, you can pay the Tender fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / Tender schedules, Bid documents etc. Once you pay both fee Tenders will be moved to the respective 'requested' Tab. This would enable the e-Tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the Tender document.

## **PREPARATION OF BIDS**



1. Bidder should take into account any corrigendum published on the Tender before submitting their bids.
2. Please go through the Tender advertisement and the Tender document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the Tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Documents” available to them to upload such documents.
5. These documents may be directly submitted from the “My Documents” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click “New” to upload new documents.
6. The Tender completed in all respects with all pages of the Tender Documents including the Addendum if any, duly signed by the Bidder as a token of acceptance to all the conditions therein along with all required Appendices of the Tender Document properly filled in and signed with seal uploaded on the website.

#### **7. SMP, Kolkata’s right to accept any offer or to reject any or all offer(s)**

(a) Notwithstanding anything contained in this Tender Document, SMP, Kolkata reserves the right to accept or reject any offer and to annul the Tendering process and reject all offers at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reason thereof.

(b) SMP, Kolkata reserves the right to reject/disqualify an offer, in case SMP, Kolkata is satisfied that any bribe, commission, gift or advantage has been promised, offered or given by the Bidder itself or on behalf of the Bidder to any officer, employees or representative of the Trustees or to any person on his or their behalf to secure the Tender or to influence the process of examination, evaluation etc. of the Tender.

(c) SMP, Kolkata also reserves the right to reject/disqualify an offer if it is satisfied that the Bidder or his representative has made false and misleading statement and/or have tried to influence SMP, Kolkata in the process of examination, evaluation etc. of the Tender.

#### **8. Integrity Pact**

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

## **SUBMISSION OF BIDS**

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender document as a token of acceptance of the terms and conditions laid down by KOPT.
3. Bidder has to select the payment option as “e-payment” to pay the Tender fee / EMD as applicable and enter details of the instrument.
4. In case of BG bidder should prepare the BG as per the instructions specified in the Tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the Tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission
7. The uploaded Tender documents become readable only after the Tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
9. The Tender summary has to be printed and kept as an acknowledgement of the submission of the Tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

### **For any clarification in using eNivida Portal:**

1. Any queries relating to the Tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a Tender or the relevant contact person indicated in the Tender.
2. Any queries relating to the process of online bid submission or queries relating to e-Tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact e-Nivida Helpdesk (as given below) for any query related to e-Tendering.  
**Phone No. 011-49606060/7278929467/8448288981**

**Mail id: - enividahelpdesk@gmail.com/ ewizardkumar@gmail.com**

**RailTel Tender Processing Fee** ( Non refundable)

Mode of Payment:- E-payment Only through Debit/Credit Card or Net Banking.

Tender Processing Fee (TPF)- 0.1% of estimate cost (Minimum 750/- and Maximum 7,500/-)

plus GST @18%.

Registration Charges: Rs. 2,000/- + Applicable GST Per Year

## SCHEDULE OF TENDER (SOT)

E-Tender No. GM (Engg)/T/ 06 /2021-2022

3.1.	Name of work	::	HIRING OF FLOATING CRANE FACILITIES TO INCREASE LIGHTENING / TOPPING UP OF CARGO AT SAGAR / OTHER DEEP DRAFT LOCATIONS IN THE WATER LIMIT OF SMP, KOLKATA FOR A PERIOD OF 2 YEARS EXTENDABLE BY ONE YEAR
3.2.	Tender Inviting Authority	::	<b>General Manager (Engg.),</b> Haldia Dock Complex, SMP, Kolkata
3.3.	Mode of Tender	::	<b>e-Procurement System.</b> Online ( <b>Part I: Pre-qualification &amp; Techno-commercial Bid</b> and <b>Part II: Price Bid</b> ) through <a href="https://kopt.enivida.in">https://kopt.enivida.in</a> of e-Nivida. <b>No physical Tender is acceptable by Haldia Dock Complex, SMP, Kolkata.</b>
3.4.	Estimated Cost	::	Rs. 33.00 Cr. (Rupees Thirty Three Crores only) for each Floating Cranes facilities(excluding GST)
3.5.	i) Bid Document Fee (Cost of bidding documents)	::	The intending bidders should deposit <b>Rs 20,000.00 (Indian Rupees Twenty Thousand only) [including GST @ 18%]</b> , as Bid document Fee (non-refundable), to Haldia Dock Complex, through DD/Banker Cheque in favour of Syama Prasad Mookerjee Port,Kolkata on any Scheduled/ Nationalized Bank payable at Haldia, otherwise their offer will be summarily rejected. Copy of the DD/Banker's Cheque should be uploaded. In case the aforesaid Bid Document fee [non-refundable] is not deposited by the Bidder, the respective bid will be summarily rejected, treating the same as non-responsive. <b>For exemption of Bid Document Fee:- Bidders to upload the scanned copy of the certificate from MSME / Micro &amp; Small Enterprises (MSEs) / DIC / SSI / National Small Industries Corporation (NSIC) or any empowered Central / State Govt. authority is required in electronic format.</b>
	ii) Earnest Money Deposit (EMD)	::	No Earnest Money is required to be deposited to Haldia Dock Complex, SMP Kolkata. All bidders shall upload a " <b>Bid security Declaration</b> " as per format attached as <b>Appendix XII</b> of Bidding form V.
			NOTE ::

HIRING OF FLOATING CRANE FACILITIES TO INCREASE LIGHTENING / TOPPING UP OF CARGO AT SAGAR / OTHER DEEP DRAFT LOCATIONS IN THE WATER LIMIT OF SMP, KOLKATA FOR A PERIOD OF 2 YEARS EXTENDABLE BY 1 YEAR.

			<p>i) <b>Bid Document Fee/ Exemption of Bid Document fee and Bid security Declaration</b> [as per format attached as Appendix XII] are to be physically deposited at the office of Tendering Authority [Sr. Dy. Manager (P&amp;E)], Haldia Dock Complex, Operational Administrative Building(1st floor),Chiranjibpur, Haldia, PIN 721604, separately in a single sealed envelope, mentioning Tender no. with proper marking.</p> <p>Demand Draft /Banker's Cheque against cost of <b>bidding</b> document, should be submitted/deposited on any scheduled/ nationalized Bank, by the bidder in favour of Syama Prasad Mookerjee Port, Kolkata payable at Haldia before opening of the Tender, as specified in the Tender Document.</p>
	iii) <b>RailTel Tender Processing Fee ( Non refundable)</b>		<p>a ) Mode of Payment:- E-payment Only through Debit / Credit Card or Net Banking.</p> <p>b ) Tender Processing Fee (TPF)- 0.1% of estimate cost (Minimum 750/- and Maximum 7500/-) plus GST @ 18%.</p> <p>c ) Registration Charges: Rs. 2,000/- + Applicable GST per Year.</p> <p>Note:</p> <p>1. The bidders, who are not yet to be registered with RailTel, are advised to get themselves registered with RailTel, at least 72 (seventy-two) hours prior to bid submission.</p> <p>2. Bidders are required to ensure that their corporate email id provided is valid and updated at the stage of registration of vendor with <b>RailTel's e-Nivida Portal</b> (i.e. Service Provider).</p>
3.6.	<b>Period for Setting up Floating Crane facility</b>	::	02 months (Two months)
3.7.	<b>Bid Validity</b>	::	180 days from date of opening of Techno-Commercial Bid
3.8.	<b>Performance Bank Guarantee / Security Deposit</b>	::	3% of the Estimated Cost per crane facility i.e. INR 0.99 Cr
3.9.	<b>Date, Time and Venue of Pre-Bid Meeting</b> (on-line /off-line).	::	<p>21.09.2021.at 11:00 Hrs</p> <p>JAWAHAR TOWER COMPLEX,  <b>P.O.</b> Haldia Township, <b>Dist.</b> Purba Medinipur  <b>PIN:</b> 721607, West Bengal, India  Haldia Dock Complex</p>

			Syama Prasad Mookerjee Port, Kolkata
3.10.	i) Publish date of e-Tender at <a href="https://kopt.enivida.in">https://kopt.enivida.in</a>	::	06.09.2021
	ii) Closing date & time of submission of e-Tender at <a href="https://kopt.enivida.in">https://kopt.enivida.in</a>	::	27.09.2021 up to 15:00 Hrs. (IST).
	iii) Date & time of opening of Part-I (Techno-commercial Bid)	::	27.09.2021 up to 15:30 Hrs. (IST) onwards.
	iv) Date & time of opening of Part-II (Price Bid)	::	Shall be informed separately.
3.11.	Address of the Employer	::	<b>Syama Prasad Mookerjee Port, Kolkata (Formerly Kolkata Port Trust)</b> 15 Strand Road, Kolkata – 700 001, West Bengal, India.
3.12.	Address of Engineer	::	<b>General Manager (Engineering),</b> Haldia Dock Complex, <b>Syama Prasad Mookerjee Port, Kolkata.</b> <b>Address:</b> 1 <sup>st</sup> floor, Jawahar Tower Complex P.O. Haldia Township; Dist. Purba Medinipur ; PIN: –721607, West Bengal, India.  <b>Telephone no. : + 91-3224-264971</b> <b>E. mail : <a href="mailto:aganesan.hdc@kolkataporttrust.gov.in">aganesan.hdc@kolkataporttrust.gov.in</a></b>
3.13.	Address of the Engineer's representative	::	Shri R.N.Roy, Sr. Dy. Manager (P&E),Haldia Dock Complex, Operational Administrative Building (1 <sup>st</sup> floor), Chiranjibpur; P.O. Haldia, Dist. Purba Medinipur; PIN: 721 604; West Bengal; India. <b>Telephone no. : + 91-3224-252526</b> <b>Mobile no. : + 91 94340 74411</b> <b>E. mail : <a href="mailto:rnroy.hdc@kolkataporttrust.gov.in">rnroy.hdc@kolkataporttrust.gov.in</a></b>

**General Manager (Engineering)**  
Haldia Dock Complex  
**Syama Prasad Mookerjee Port**

## 1.0 INSTRUCTIONS TO BIDDERS

### 1.1 Eligibility Criteria:

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

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

(i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, its Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act 2013, or any of its subsequent amendment. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

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

**and**

(bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis ; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary ;

**OR**

(ii) constituent of such Bidder is also a constituent of another Bidder;



**OR**

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

**OR**

(iv) such Bidder has the same legal representative for purposes of this Tender as any other Bidder ;

**OR**

(v) Such Applicant, or any associate thereof has a relationship with another applicant, or any associate thereof, directly or through common third party / parties , that puts either or both of them in a position to have access to each other information about , or to influence the application of either or each other ;

**OR**

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

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

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

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

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

1.1.2 The Bidders shall have valid documents as listed in various clauses of this Tender

document including subsequent addendum and submit the same in the manner provided in this Tender document.

1.1.3 A Bidder shall fulfill the following conditions of eligibility:

**1.1.3.1 Technical Capability (Essential Cargo Handling Experience):**

**A) In case the bidder has exclusive dry bulk cargo handling experience (excluding break bulk cargo, containerized cargo and those cargo handled through pipelines)**

For demonstrating technical capability and experience, the Applicant shall, over the past 5 (five) financial years preceding the Application Due Date, have:

- (i) operated and maintained floating crane(s) /transhipper (s) in one or more marine port terminal(s) and have handled at least 2.4 million tonnes of cargo in such facilities taken together during this period, or
- (ii) operated and maintained port based projects such as berth(s) / jetty (ies) / quay crane(s)/MHC/transhipper(s) in one or more marine port terminal(s) and have handled at least 2.4 million tonnes of cargo in such facilities taken together of which 0.5 million tons shall be from floating crane /MHC\_operations, or
- (iii) operated and maintained port based projects such as berth(s) / jetty (ies) / quay crane(s)/ transhipper (s) in one or more marine port terminal(s) and have handled at least 2.4 million tonnes of cargo in such facilities taken together subject to an undertaking that in the event of their becoming successful bidder, they will enter into an agreement for entrusting operation of Floating crane facilities to an entity who have handled at least 0.5 million tons of cargo by floating crane facilities during the period of 5 (five) financial years preceding the Application Due Date.
- (iv) operated and maintained port based projects such as berth(s) / jetty (ies) / quay crane(s)/MHC/ transhipper(s) in one or more marine port terminal(s) and have handled at least 2.4 million tonnes of cargo in such facilities taken together & having ownership of a Floating crane.

**Note:** (i)The technical eligibility as per above clause of a Single Entity / Consortium members will be assessed by the arithmetic sum of facility wise experience taking all terminals together.

### 1.1.3.2 Financial Capability:

The Average Annual Financial Turn Over of the bidder (whether a single entity or a consortium) during the last three financial years ending either on December 31, 2020 or on March 31, 2021 should have at least Rs. 8.50 crores (Rupees Eight point Five zero Crores only) as the case may be.

The details of Financial Capability of the bidder shall be submitted as per **Appendix – IV**.

### 1.1.4 Assessment of eligibility

- i. The Technical Capability of a Single Entity will be calculated by the arithmetic sum of terminal wise experience of handling different cargo (other than cargo handled by pipelines) during the last 5 years based on the evidences to be produced as per clause-1.1.3.1 of the Tender document.
- ii. In case of a Consortium, the combined Technical and Financial Capability of those members who have and shall have an equity share of at least 26% (twenty six per cent) each in the Special Purpose Vehicle (or SPV) as explained in this Tender document , should satisfy the above conditions of eligibility, provided that each such Member shall, for a period of 2 (two) years from the date of commercial operation of the contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPV.
- iii. The entity claiming the capability should have held, in the company owning the eligibility, a minimum of 26% equity during the entire period for which the eligible experience is being claimed.
- iv. Experience of any activity relating to an eligible activity shall not be claimed by more than one member of a consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
- v. The Bidder shall submit a Power of Attorney as per format given at **Appendix-V**, authorizing the signatory of the Bidder to submit the Tender.
- vi. Where the 'Successful Bidder' is a 'Consortium', it shall be required to form an appropriate 'Special Purpose Vehicle' or SPV, incorporated under the Indian Companies Act 2013, to execute the Contract Agreement and execute the contract. It shall, in addition to forming the SPV, comply with the following additional requirements:

(a) Members of the Consortium shall nominate one member as the 'Lead Member' who shall have an equity share holding of at least 26% of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at **Appendix - V**, signed by all the other members of the Consortium;

(b) The Tender shall contain the information required for each member of the Consortium as per **Appendix - VI**.

(c) The Tender shall include a brief description of the roles and responsibilities of individual members of the consortium, particularly with reference to technical and financial obligations, as per **Appendix - VI**

(d) An individual (single entity) Bidder participating in the instant Tender shall not be a member of any other Consortium participating in the instant Tender ; Further, a member of a particular Consortium shall neither submit any Tender individually nor shall be a member of any other Consortium participating in the instant Tender ;

(e) Members of the Consortium shall enter into a binding Joint Bidding Agreement (JBA) (substantially in the form specified at **Appendix-VII**), for the purpose of submitting Tender. The JBA, to be submitted along with the Tender, shall, inter alia:

(i) Convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this Tender, which would enter into the Contract Agreement and subsequently perform all the obligations of SMP, Kolkata in terms of the said agreement, in case the Contract is awarded to the Consortium;

(ii) Clearly outline the proposed roles and responsibilities, if any, of each member;

(iii) Commit the minimum equity stake to be held by each member;

(iv) Commit that each of the members, whose experience will be evaluated for the purposes of this Tender, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 2 (two) years from the date of commencement of cargo handling operation under the contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV ;

(v) Members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the completion of two years from the date of commencement of the contract and

(vi) Include a statement to the effect that all members of the Consortium shall be liable and responsible jointly and severally for all obligations of SMP, Kolkata in relation to the contract throughout the contract period.

(f) Except as provided under the Tender Document, including its Addendum,

if any, there shall not be any amendment to the said JBA without the prior written consent of SMP, Kolkata.

(g) There will, however be no restriction for the SPV so created, to enter into any separate contract with SMP, Kolkata for any other services, if any.

**(h) Formation of a Joint Venture Company (A Special Purpose Vehicle):**

In case the successful bidder is a consortium, then upon receipt of Letter of Intent (LoI), it shall promptly form the Joint Venture Company to comply with the scope of work and other obligations detailed in the Tender document, Addendum and all other associated documents forming the part of the contract and submit the copies of Certificate of Incorporation, Memorandum & Article of Association etc. to SMP, Kolkata within a period of 60 days from the date of award of LoI.

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

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

In computing the Technical Capacity and Financial Capacity of the Bidder/Consortium Members under Clause 1.1.3.1 & 1.1.3.2, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.

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

#### **1.1.5 Change in composition of the Consortium**

Change in the composition of a Consortium shall not be permitted by SMP, Kolkata either during the 'Techno-commercial Evaluation Stage' [i.e., from the 'date of issuance of Tender.' up to the 'date of notification of the techno-commercially valid Tenders'] or during

the 'Price-Evaluation Stage' [i.e., from the 'date of notification of the techno-commercially valid Tenders' up to the 'date of placement of Letter of Intent (LoI)']. The same may be permitted only after placement of LoI where:

- (a) The reason for such change with proof, if applicable, shall be submitted along with the application. Request for change without any valid reason will not be entertained by SMP, Kolkata.
- (b) The Lead Member continues to be the Lead Member of the Consortium;
- (c) (i) In case of substitution, the substitute is at least equal, in terms of Technical & Financial Capacity, to the Consortium Member who is sought to be substituted. In this regard, documents shall have to be furnished to establish that the proposed member is in possession of experience and having financial health at least equal to that of the substituted member during the period as stipulated in the pre-qualification criteria of the Tender.  
(ii) In case of removal of any member without substitution, the remaining member(s) shall fulfill the pre-qualification criteria of the Tender.  
(iii) In case of induction of any additional member(s), documents shall have to be furnished to establish experience and financial health of the proposed additional member.
- (d) The new Member(s) expressly adopt(s) the Tender already made on behalf of the Consortium as if it/they were a party to it originally, and is/are neither a Bidder/Member/Associate of any other Consortium participating in this Tender nor a single entity having participated in this Tender.

Approval for change in the composition of a Consortium shall be at the sole discretion of SMP, Kolkata and must be approved by SMP, Kolkata in writing.

#### **1.1.6 SMP, Kolkata reserves the right to reject any Tender if:**

- (a) At any time, a material misrepresentation is made or uncovered, **OR**
- (b) The Bidder does not provide, within the time specified by SMP, Kolkata, the supplemental information sought by SMP, Kolkata for evaluation of the Bidder.
- (c) If the Bidder is a Consortium, then the entire Consortium may be disqualified/rejected. If such disqualification/rejection occurs after the Tenders have been opened and the Lowest Bidder gets disqualified/rejected, then the Authority reserves the right to:
  - (i) Invite the remaining Bidders to match the Lowest Bidder; **OR**
  - (ii) Take any such measure as may be deemed fit in the sole discretion of SMP, Kolkata, including annulment of the Tendering Process.

**1.1.7 If any Bidder, after downloading the Tender document, makes any modification/alteration in the Tender Document, the Tender submitted by the said Bidder will be rejected outright.**

### **1.1.8 Evidences demonstrating past experience**

Applicants shall enclose with its application and complete with its Annexes, the following:

- (i) Certificate(s) from its statutory auditors or the concerned clients stating the technical experience gathered by the applicant ( separately for each eligible consortium member) during the past 5 years in respect of the projects specified in clause 1.1.3.1 above; and.
- (ii) Certificate(s) from its statutory auditors specifying the net worth of the Applicant, as at the close of the financial year 2020-21.



## 2.0 General information for the Bidder

### 2.1 Inspection of site and dock area

The Bidder shall be deemed to have inspected the project site and dock area including the available facilities and conditions prevailing thereon in deciding the technical and other parameters of the equipment, manpower etc. to be supplied / provided by them prior to submitting their Tender.

No cost incurred by the Bidders in preparing their Tender or attending inspection of the site will be reimbursed by SMP, Kolkata.

### 2.2 Pre-Bid Conference:

(a) A pre-bid conference will be held at 11:00 Hrs on 21.09.2021 at Conference Room at 3rd Floor of JAWAHAR TOWER COMPLEX, P. O. HALDIA TOWNSHIP, DIST. PURBA MEDINIPUR PIN: 721607, WEST BENGAL, INDIA, HALDIA DOCK COMPLEX; SYAMA PRASAD MOOKERJEE PORT, KOLKATA

(b) The intending Bidders are advised to formulate their queries relating to all aspects mentioned in this Tender document as well as seek other clarifications/details required by them from SMP, Kolkata and forward the same in writing to the General Manager, Engineering Department, HDC, SMPK so that the same may be discussed/clarified in the pre-bid conference.

#### Contact Person:

General Manager  
Engineering Department  
JAWAHAR TOWER COMPLEX,  
P. O. Haldia Township, Dist. Purba Medinipur  
PIN: 721607, West Bengal, India  
Haldia Dock Complex  
Syama Prasad Mookerjee Port, Kolkata  
Email: [aganesan.hdc@kolkataporttrust.gov.in](mailto:aganesan.hdc@kolkataporttrust.gov.in)

(c) During the pre-bid conference, the queries received in advance would be clarified first, followed by those raised during the conference.

(d) SMP, Kolkata will furnish its response to all such queries including the description of the queries (without identifying the sources raising such queries) in the official website of SMP, Kolkata including modifications / amendments, if any, to the terms and conditions of the original Tender, scope of the project etc. which the intending bidders are to note for submitting their Tender. The amendments / modifications / clarifications shall be hosted in the form of an "Addendum" which shall become integral part of the Tender document for all purposes and shall be binding on the bidders. The content of the Addendum shall be accepted and submitted by all bidders along with their techno commercial bids.

(e) Attending the pre bid conference will be helpful for the intending bidder but is not mandatory.

### 2.3 Cost of Tender document:

The Tender/offer of the Bidder should be accompanied with a Demand Draft/Pay Order/Banker's Cheque of Rs 20,000/- (Rupees Twenty Thousand only) in favour of "SYAMA PRASAD MOOKERJEE PORT, KOLKATA, HALDIA DOCK COMPLEX" payable at Haldia towards non-refundable Cost of Tender document in the First sealed cover.

**OR**

Cost of Tender Fee may be deposited through NEFT in the following account:

**Beneficiary Name:** SYAMA PRASAD MOOKERJEE PORT, KOLKATA, HALDIA DOCK COMPLEX [Erstwhile Kolkata Port Trust, Haldia Dock Complex].

**Bank:** Punjab National Bank (Erstwhile United Bank of India)

**Branch Name:** Haldia Dock Complex

**Account No.:** 1604050000310

**IFSC Code:** PUNB0160420

Account Type:Current

Proposals unaccompanied with the aforesaid Tender Fee shall be liable to be rejected by the Authority

The details of payment made with Bidder's name, Tender number & Tender subject, amount of Tender Processing Fee and UTR number may positively be informed to HDC authority for checking the status of receipt of payment and generating Treasury Receipts.

However, it may be noted that for such successful payment (credited to aforesaid account) through NEFT is the sole responsibility of the Applicant/bidder. In case on any default for non credit of the amount in the aforesaid account, the submitted offer will be summarily rejected without assigning any reason thereof by the Authority.

Details of cost of e-Tender paper remitted should be entered by the participating bidder in the space provided in the e-Tender as indicated hereunder:

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

Tender submitted without requisite Tender document fee will be liable for rejection.

### 2.4 Earnest Money:

- a. No provision regarding Bid Security/Earnest Money has been kept in the TENDER. Instead of the cited, Bidders should submit a "**Bid Security Declaration**", attached in **APPENDIX XII**, accepting that if they withdraw or modify their bids during period of validity etc., Bidder will be suspended by one (01) year.
- b. Any Pre-Qualification Proposal not accompanied by the Bid Security Declaration shall be rejected by the Authority as non-responsive.
- c. Bid Security Declaration of Pre-Qualified but unsuccessful Applicants shall be returned, within one month after grant of the Letter of Award to the Selected Applicant. The Selected Applicant's Bid Security Declaration shall be returned, upon the Applicant accepting the Letter of Award and furnishing the Performance Security in accordance with provision of the Tender.

- d. Bidder will be suspended by three (03) years if it fails to furnish the required Performance Security within the specified period.
- e. The Applicant, by submitting its Proposal pursuant to this Tender, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, Bidder will be suspended by three (03) years by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the Tender including the consideration and evaluation of the Proposal under the following conditions:
  - (a) If an Applicant submits a non-responsive Proposal;
  - (b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this Tender;
  - (c) If the Applicant withdraws or amends its Proposal or impairs or derogates from the provision of the Tender in any respect within the period of Bid Validity;
  - (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required.
  - (e) In the case of the Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment **Appendix X**.
  - (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 1.1.1(a).

## 2.5 For Micro & Small Enterprises (MSEs)

Micro & Small Enterprises (MSEs) shall submit the following documents for availing themselves cost of Tender documents:

Micro and Small Enterprise registered with the authorities as mentioned in the Govt. of India gazette Notification dated 26.03.2012 shall be exempted from payment of Cost of Tender Document and depositing Earnest Money for which copies of valid MSE's Certificate along with the certificate of the authority as mentioned in the Govt. gazette with list of items registered must be submitted with Tender.

## 2.6 Due date and Time for Submission and Opening of Tender:

### 2.6.1 Submission of bids

Bidders shall have to submit their bids [both **Pre-qualification & Techno-commercial Bid** and **Price Bid**] on-line **through e-Nivida Portal only**.

The Bidder should submit (upload) the scanned copies of all the relevant and required documents, statements, filled up formats, certificates, etc. [in accordance with **ITB**], in the aforesaid portal, in support of their **Pr-qualification Criteria and Techno-commercial Bid**.

Before scanning the aforesaid documents, all pages are to be signed by a person duly authorised to sign on behalf of the bidder, pursuant to **ITB**, and are to be embossed with their official seal, owing responsibility for their correctness / authenticity. All pages of the aforesaid documents should be serially marked.

Any inter-lineation, erasures, or overwriting, in the aforesaid scanned & uploaded documents,

shall be valid only if they are signed by the aforesaid authorised person.

The Bidder will have to produce the original documents or any additional documents, if asked for, to satisfy **Haldia Dock Complex, SMP, Kolkata (Formerly Kolkata Port Trust)**.

The **Price Bid** comprised the prices only and the same are to be submitted electronically, through the website of <https://kopt.enivida.in> only. **No hardcopy of priced “Price Schedule” is required to be uploaded.**

### **2.6.2 Techno-commercial offer**

No techno-commercial deviation and variation will be considered by SMP Kolkata, except where the Techno-commercial terms and conditions, will be found as impossible and irrelevant to the bidder.

If the Bidder deliberately gives wrong information or conceals any information / fact in their bid, which shall be favourable for acceptance of their bid, fraudulently, then the right to reject such bid at any stage of execution, without any financial liability, is reserved by **SMP, Kolkata**.

### **2.6.3 Priced offer**

The Bidder should quote the offered rate appropriately in the PRICE BID, electronically, through the website of **e-Nivida** only. Price indicated anywhere else, in any other form or manner, would not be considered for evaluation of **Price Bid**.

### **2.6.4 Deadline for submission of bids**

Bids must be submitted within the closing date & time **indicated in the Schedule of Tender (SOT)**.

**SMP, Kolkata** may, at its discretion, extend the deadline for the submission of bids, prior to the closing date & time of e-Tendering, by amending the Bidding Documents, in accordance with **ITB**, in which case all rights and obligations of **SMP, Kolkata** and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

### **2.6.5 Late Bids**

This e-Procurement System would not allow any late submission of bid, after the closing date & time, as per the **Schedule of Tender (SOT)** or extension, if any.

### **2.6.6 Bid opening [except Price Bid]**

The bids [**except Price Bids**], will be opened at the date & time, indicated in the **Schedule of Tender (SOT)**.

The on-line bid-opening event may be viewed by the bidders at their remote end, by logging on to the e-Procurement System. A copy of the bid opening record shall be made available on the e-Procurement System.

## **2.7 Substitution, withdrawal of Tender:**

The Bidder may substitute or withdraw its Tender after submission, provided that written notice of the substitution or withdrawal is received by SMP, Kolkata before the due date and time of submission of the Tender or any extension thereof. No Tender shall be substituted or withdrawn by the bidder after the due date and time of submission of Tender or any extension thereof. If the bidder substitutes or withdraws its Bid during the interval between the specified date and time of submission of Tender or any extension thereof and

expiration of the validity period of the Tender including extension thereof.

## **2.8 Amendment of Tender Document:**

(i) At any time prior to the due date for submission of Tender, SMP, Kolkata may, for any reason, whether at its own initiative or in response to queries/clarifications raised by the Bidder(s) during pre-bid conference or otherwise, modify the Tender Document by the issuance of 'Addendum' in the official website of SMP, Kolkata viz. [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) and Railtel website: <https://kopt.enivida.in>. In order to afford prospective Bidder(s) a reasonable time in which to take an 'Addendum' into account, or for any other reason, SMP, Kolkata may, at its discretion, extend the 'Due Date of Submission' through appropriate notification in the official website of SMP, Kolkata [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) and Railtel website: <https://kopt.enivida.in>.

## **2.9 Validity of offer:**

The offer submitted shall remain valid for SMP, Kolkata's acceptance for a period of 6 months from the actual date of opening of Techno-Commercial Part of the Tender.

## **2.10 Extension of validity of offer:**

Prior to expiry of the Tender validity period, SMP, Kolkata may request the Bidders to extend the validity period for a specified additional period.

## 3.0 Tender Evaluation Criteria

### 3.1 Tests of Responsiveness:

Prior to evaluation of Techno Commercial Part of the Tender, SMP, Kolkata will determine whether each offer is responsive to the requirements of the Tender Document. An offer shall be considered responsive if the Tender -

- (i) is received by the due date and time including extension thereof, if any,
- (ii) is signed, sealed and marked as stipulated in this Tender Document,
- (iii) is accompanied by the required covering letter, submitted bid document fee and is accompanied with Bid Security Declaration.
- (iv) is accompanied by the required Power of Attorney(s),
- (v) contains all the pages of the Tender Document including the Addendum, if any, duly signed as stipulated in this Tender Document,
- (vi) contains all the documents, information, certificates etc. as requested in this Tender Document,
- (vii) contains information/details in Formats as specified in this Tender Document,
- (viii) is accompanied by certificates of Chartered Accountant / Certified Public Accountant and Port Terminal(s) regarding technical and financial capability as applicable.
- (ix) is accompanied by Joint Bidding Agreement as per format given at **Appendix-VII** (in case of Consortium).
- (x) does not show inconsistencies between the details submitted in the Tender and the supporting documents,
- (xi) has not proposed any deviation in the Tender as compared to the terms & conditions, scope of work etc. as detailed in the Tender Document together with subsequent amendment(s)/ modifications(s) thereof made through issuance of Addenda.
- (xii) does not have any other inconsistency(ies) in the Tender submitted by the Bidder.

### 3.2 Clarifications:

To assist in the process of evaluation of Tender, SMP, Kolkata may, at its sole discretion, ask any Bidder to provide additional documents/details, seek clarifications in writing from any Bidder regarding its offer. The request for providing such additional details/documents and/or clarification and the response shall be in writing. SMP, Kolkata reserves the right to

reject any offer which is non-responsive.

### **3.3 Confidentiality:**

Information required by SMP, Kolkata from the Bidder(s) for the purpose of examination, evaluation etc. of offer will be kept confidential by SMP, Kolkata and any such information will not be divulged, unless it is ordered to do so by any authority that has power under the law to require its release.

### **3.4 Evaluation of TECHNO -COMMERCIAL OFFER:**

The techno commercial offers of the Bidders found responsive as per Clause-3.1 above will then be evaluated as per eligibility criteria as detailed in this Tender document.

#### **Note:**

(i) SMP, Kolkata reserves the right to get the financial capability of the Bidder verified from the Annual Accounts of the Bidders (to be submitted along with Techno- Commercial Part) and in case some discrepancy is found, the details as will be ascertained by SMP, Kolkata, shall prevail for evaluation purpose.

(ii) SMP, Kolkata, by its own means, may also separately ascertain cargo handling experience of the Bidder from the Marine Port Terminals/Agencies/Authorities concerned where the Bidder have acquired the eligible experience. In case, any discrepancy is found, the details as will be ascertained by SMP, Kolkata shall prevail for evaluation purpose.

(iii) Mere submission of offer shall not mean that it will be automatically considered qualified and entertained. Such qualification will be done at the time of evaluation of offers as detailed above.

### **3.5 Evaluation of PRICE BID:**

**3.5.1** The bidders are to submit their Price Bid as per format (Schedule of Rates) given at **Appendix IX** of the Tender Document. The rate to be quoted by the bidders shall be less than Rs. 117.48/MT for Dry Bulk Cargo with MLP of 7920 MT per day, Rs. 206.67/MT for Break Bulk Cargo with MLP of 3960 MT and ceiling rate to be kept at Rs. 3,706.98/MT for Container with MLP of 240 boxes per day. In case the bidder quotes the rate equal to or more than the ceiling rate, their bid will be summarily rejected.

The price offer (quoted rate) shall include all charges including all statutory levies excluding GST, which will be paid extra, as applicable and should not be included in the quoted rate. For this, the Contractor has to submit GST Registration No. / Code no. and other relevant document (as may be asked by SMP, Kolkata).

The Price Bid of the techno commercially qualified bidders would only be opened.

The quoted rate will be applicable for handling dry bulk cargo, break bulk cargo and containers at Anchorage points and inside impounded dock.



**3.5.2.** If the operator achieves the throughput above/below the standard MLP, the following incentive/penalty shall apply.

**For Dry Bulk Cargo**

<b>Amount</b>	<b>Incentive/Penalty</b>
Above 7920 MT	10% Above Quoted Rate
At 7920 MT	Quoted Rate
Below 7920 MT	10% Below Quoted Rate

**For Break Bulk Cargo**

<b>Amount</b>	<b>Incentive/Penalty</b>
Above 3960 MT	10% Above Quoted Rate
At 3960 MT	Quoted Rate
Below 3960 MT	10% Below Quoted Rate

**For Containers**

<b>Amount</b>	<b>Incentive/Penalty</b>
Above 240 boxes/day	10% Above Quoted Rate
At 240 boxes/day	Quoted Rate
Below 240 boxes/day	10% Below Quoted Rate

**Note:**

SMP, Kolkata at any stage, however, reserves the right to accept or reject any or all the offers without assigning any reason there for whatsoever.

### **3.6 Correspondence with the Applicant**

Save and except as provided in this Tender, the Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

## 4.0 FRAUD AND CORRUPT PRACTICES

- a. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- b. Without prejudice to the rights of the Authority under Clause 4 hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any Tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
  - i. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
  - ii. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - iii. **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
  - iv. **“undesirable practice”** means (i) establishing contact with any person connected

with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

- v. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **5.0 POLICY FOR PREVENTING PRIVATE SECTOR MONOPOLY IN MAJOR PORTS**

- a) If there is only one private terminal / berth / jetty operator in a port for a specific cargo, the operator of that berth / jetty or his associates shall not be allowed to bid for the next terminal / berth / jetty for handling the same cargo in the same port.
  
- b) For the purpose of the policy, the terms
  - (i) 'Operator' includes consortium members of the applicant/bidder ;
  
  - (ii) 'Associates' means, in relation to the Applicant/Consortium Member, a person who controls, is controlled by, or is under common control with such Applicant / Consortium Member (the Associate). As used in the definition, the expression 'control' means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, or more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.
  
  - (iii) 'Berth' / 'Jetty' shall have the same meaning as 'Wharf' given in Section 2 (za) of the MPT Act, 1963.
  
  - (iv) 'Specific Cargo' means a) containers b) liquid bulk, c) dry bulk or d) multipurpose/other general cargo.

This policy is being included in the Request for Qualification as per directive of the Central Government circulated by Ministry of Shipping vide letter no. PD-24018/8/2009-PD.III dated August 02, 2010.

## 6.0 MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Kolkata shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and / or cancel the Bidding Process and / or amend and / or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Applicant in order to receive clarification or further information;
  - (c) Pre-qualify or not to pre-qualify any Applicant and/or to consult with any Applicant in order to receive clarification or further information
  - (d) Retain any information and / or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Applicant; and / or
  - (e) Independently verify, disqualify, reject and / or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder and the Bidding Documents, pursuant hereto and / or in connection with the Bidding Process , to the fullest extent permitted by applicable law, and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 6.4 The Contract Agreement sets forth the detailed terms and conditions for grant of the Contract to the Contractor, including the scope of the Contractor's services and obligations (the "**Contract**").
- 6.5 The statements and explanations contained in this TENDER are intended to provide a better understanding to the Bidders about the subject matter of this TENDER and shouldnot be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contractor set forth in the Contract Agreement or the Authority's rights to amend, alter, change, supplement or clarifythe scope of work, the Contract to be awarded pursuant to this TENDER or the termsthereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this TENDER are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims onthat account shall be entertained by the Authority.
- 6.6 The Authority shall receive Bids pursuant to this TENDER in accordance with the terms set forth in this TENDER and other documents to be provided by the

Authority pursuant to this TENDER, as modified, altered, amended and clarified from time to time by the Authority (collectively the “**Bidding Documents**”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 2.6 for submission of Bids (the “**Bid Due Date**”).



## SCHEDULE 1:

### Scope of work, Obligation and related Information:

The scope of work includes the following:

The Contractor shall, during the period of the Contract, set up, operate and maintain Floating Crane facilities and also undertake, perform and discharge other responsibilities and obligations at their cost, expenses, manpower and other arrangements as mentioned herein below :-

**1.1.2.1** Supply, delivery, installation and commissioning, operation and maintenance of Floating Crane, Tug and other equipment for undertaking the following operations on round the clock basis on all the days in a year at the deep drafted locations within the limits of SMP, Kolkata (hereinafter referred to as HDC, SMP, Kolkata) more specifically mentioned at **Appendix-II** at the cost, charges, expenses, risks, manpower and arrangements of the Contractor.

**1.1.2.2** (i) The Contractor shall carry out the operations relating to making fast of the Floating Crane, cargo transfer and other on-board functions under the provisions of the Contract in close coordination with HDC, SMP, Kolkata, Master of the vessels/barges as well as representatives of other agencies involved

(ii) The Contractor shall provide & maintain a steel body launch for transportation of man & material from work location to shore & back over the entire tenure of contract at his cost, charges, expenses, risk, manpower and arrangements.

(iii) The cargo / container is to be handled with the equipment by the contractor with his own manpower.

**1.1.2.3** The Contractor shall supply, install and commission the following minimum number of equipment/craft.

Name of Equipment with Quantity	Description/ Specifications	Primary operations to be performed	Other details
1 No. Floating crane	A dumb barge with a floating crane up to 20 years old of minimum 40 ton SWL for handling up to cape size vessel including all accessories.	Transfer of cargo between the (i) sea going vessels, (ii) sea going vessels and sea going barges and (ii) sea going vessels and non sea going barges.	All associated facilities up to 20 years old.
1 No. Grabs	25 cbm –1 nos.	For facilitating cargo handling operation	Grabs up to 3 years old.

Name of Equipment with Quantity	Description/ Specifications	Primary operations to be performed	Other details
1 No. Launch	1 No.	For transportation of man & material from work location to shore & back	The launch may be old but shall have all required certificates issued by the competent authority for to & fro movement in the open sea conditions within the Limits of HDC, SMP, Kolkata.
1 No. Tug	1 No. of 25 Ton Bollard pull.	For Berthing/ Un berthing floating crane alongside/from the vessels/barges together with shifting of the same.	Tug to be not more than 10 years old.
2 No. Front End Loader	2 No. 3cbm bucket capacity.		
Floating Fenders- As required	As required	To be utilized between the floating crane and the vessels/barges for Berthing/ Un berthing.	Pneumatic/Rubber Tyred
Spreader 1 set.	The SWL capacity of the Spreader should be 40 MT (1 Set).	To be utilized for container handling	Spreader to be not more than 20 years old.

**Note:**

- The capacity as well as the numbers as mentioned above is the minimum requirement and the bidders may deploy higher capacity as well as additional numbers of cranes / equipment / launches / tugs, etc. However, providing higher capacity as well as additional equipment / crane, etc., no additional payment shall be paid.
- The bidder shall indicate the tentative capacity, specification and make of the equipment which he intends to deploy at **Appendix - II**.
- The cargo to be handled with the Floating crane facilities will predominantly comprise dry. bulk cargo of all kinds besides occasional handling of break bulk cargo and containers.
- The contractor shall have to produce a certificate from OEM – Charter Engineer – The Floating Crane to be supplied as ‘Fit for Work’ and have at least 3 years’ residual life. Similarly, the fitness certificate issued by the competent authority shall be produced for Pay loaders for the purpose of performing cargo operation as envisaged under the contract.

- 1.1.2.4** The Floating Crane shall be owned or taken on leased or taken on hire by the Contractor during the entire period of the Contract. The other equipment may be either owned or taken on lease/ hire basis for the entire period of the Contract. In case of hired/leasehold equipment, the Contractor shall produce copies of relevant agreements.
- 1.1.2.5** The Contractor shall maintain and comply with all necessary approvals, authorizations, statutory provisions necessary pursuant to Applicable Law for the performance of its obligations under the Contract.
- 1.1.2.6** Contractor may undertake marketing initiatives to attract cargo for midstream transfer by their Floating Crane Facilities as per the scope of work mentioned at article 1.1.2.1 & 1.1.2.2 above and subject to provisions of article 1.1.2.10 below. HDC, SMP, Kolkata will render all assistance to the Contractor in their marketing initiatives.
- 1.1.2.7** The Floating Crane and other infrastructure to be deployed by the Contractor shall have all required certificates issued by the competent authority.
- 1.1.2.8** Transfer operations is to be carried out at the Anchorage Points including Sand heads as well as at the berth / jetty of SMP, Kolkata.
- 1.1.2.9** The successful bidder shall, at its own cost, obtain and maintain valid statutory clearances and permissions as may be required as per law for operating the Floating Crane at a particular location within the water limit of HDC, SMP, Kolkata.
- 1.1.2.10** The Contractor shall comply with the requirements of all the Acts, Laws, Statutes, Bylaws, Rules and Regulations for the purpose of fulfilling all the obligations of the Contract which shall include but not limited to the Major Port Trust's Act, 1963, the Indian Contract Act, the Dock Workers (Safety, Health & Welfare) Regulations, 1987, Motor Vehicles Act, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, Industrial Dispute Act, 1947, Shops and Commercial Establishment Act, Factory Act, 1948, Workmen's Compensation Act, 1923, ESI Act, 1948, Payment of Wages Act, 1963, Bonus Act, Employees Provident Funds & Misc. Provisions Act, 1952 etc. and such other applicable Central / State Acts from time to time and take such steps as may be deemed necessary in this regard.
- 1.1.2.11** The Contractor shall, within 24 hours of the occurrence of any accident, at or about the work site or in connection with execution of the Contract, report such accidents to HDC, SMP, Kolkata giving all the details. He shall also provide additional information about the accident as requested by the HDC, SMP, Kolkata. The Contractor shall report occurrence of any accident to the concerned authority of Inspectorate of Dock Safety positively within 24 hours of occurrence of the accident. The applicable rules, regulations and reporting formats in this regard shall be adhered to by the Contractor.
- 1.1.2.12** The Contractor shall, at all times during the currency of the Contract, ensure highest standards of safety to the equipment deployed and / or operated by them, vessels, people working on board as well as other properties of HDC, SMP, Kolkata or other parties while discharging the obligations under the provisions of the Contract. In case of accidents involving the floating crane, the Contractor shall be accountable for all the liability and losses. The Contractor shall be solely responsible for any damage to the Floating Crane,

Port properties and human lives caused by the operation of the floating crane.

- 1.1.2.13** The Contractor shall minimize disruption to traffic in the event of accidents or other incidents affecting the safety and use of the Floating Crane Facilities by providing a rapid and effective response and maintaining liaison with emergency services of HDC, SMP, Kolkata or other agencies;
- 1.1.2.14** In case of loss of life or injury caused to any person, while discharging the Scope of Work and other obligations of the Contract, the Contractor shall immediately pay the required compensation (as may also be decided by the statutory/ competent authority) to the affected party.
- 1.1.2.15** The Contractor will be held responsible for damages caused by him to the vessels / barges during cargo transfer operations by the Floating Crane arrangement for reasons attributable to the Contractor which, if occurred and claims raised, will have to be settled directly between the vessel / barge owner and the Contractor/Container Operator.
- 1.1.2.16** The Contractor shall keep HDC, SMP, Kolkata indemnified throughout the period of the Contract for any loss, damage and expenses whatsoever which HDC, SMP, Kolkata may suffer or may have to suffer due to fault on the part of the Contractor in operating and maintaining the Floating Crane arrangements and in discharging other obligations as per provisions of the Contract.
- 1.1.2.17** The Contractor shall have to take prior permission of HDC, SMP, Kolkata for removing / replacing / altering any of the facilities so set up. HDC, SMP, Kolkata shall normally grant such permission within a period of 7 days from the date of receipt of the request provided the same does not bring down the availability of minimum number of equipment as set out in Schedule 1.
- 1.1.2.18** The Contractor shall not utilize the Floating Crane facilities elsewhere outside the Project Site without the written permission of HDC, SMP, Kolkata for any purpose whatsoever.

#### **1.1.2.19 Repairs and Maintenance**

- I. The Contractor shall at its own cost, expenses, manpower and other arrangements:
  - a. repair as necessary and maintain the Floating Crane Facilities and Services or any part thereof to provide continued services and for this purpose carry out routine preventive measures and maintenance of the Floating Crane Facilities and Services including repairing and refurbishing of equipment; and
  - b. Maintain the Floating Crane Facilities and Services in accordance with the provisions of the Contract and Good Industry Practice with the objective of providing adequate service standards.
- II. The Contractor is free to undertake preventive maintenance of the Floating Crane and other equipment when there is no requirement or during his permitted down time. In addition to that, **the downtime for 1<sup>st</sup> two years is two days per month** and the same shall be permitted to the Contractor for preventive maintenance of the crane in consultation with the authorized person of HDC, SMP, Kolkata. **After completion of 2<sup>nd</sup> year, the downtime will be three days per month** and the same shall be

permitted for preventive maintenance of the crane in consultation with the authorized person of HDC, SMP, Kolkata. In the event of damages, caused to the Floating crane during cargo transfer operation for reasons not attributable to Contractor, the Employer will allow additional time as may be required for undertaking the repairing in addition to the normal down time and preventive maintenance time.

- III. The Contractor will be allowed a downtime as follows upon commencement of commercial operation of the Floating Crane facilities for survey repair of the Floating Crane and the Tug. Such down time will be availed with prior permission of HDC, SMP, Kolkata.

Equipment	Downtime to be availed for survey repair	Period of down time	Alternative arrangement during downtime
Floating Crane with Dumb Barge	As per norms (4 years from the last survey)	30 days	In case the Contractor fails to redeploy the Floating crane after the stated period the liquidated damages shall be realized by HDC, SMP, Kolkata as per provisions of cl.1.1.2.31(ii)
Launch / Tugs	As per norms (4 years once)	30 days	Replacement is to be provided.

#### 1.1.2.20 Replacement of Equipment

The Contractor shall at its cost, expenses, manpower and other arrangements plan for replacement of the different items comprising the Floating Crane facilities well ahead of the time when the utility thereof is reasonably expected to expire and replace those items in accordance with Good Industry Practice so as to ensure that the Floating Crane Facilities and Services fulfil the requirements of the trade and SMP, Kolkata at all times during the Contract Period.

#### 1.1.2.21 Repairs, Replacement or Restoration

The Contractor shall at its own costs, promptly and diligently repair, replace or restore any of the Floating Crane Facilities and Services or part thereof which may be lost, damaged, or destroyed for any reason whatsoever.

#### 1.1.2.22 Removal / Replacement / utilization of the Assets

Except as provided in the Contract, the Contractor shall not, without the prior written intimation to HDC, SMP, Kolkata, remove or replace any assets//equipment/item comprised in the Floating Crane Facilities and Services. Such notice shall contain

the exact details of the assets that the Contractor intends to remove and/or replace its reasons for doing so and the likely period for undertaking such replacement.

#### 1.1.2.23 Reports

The Contractor shall provide to SMP, Kolkata, monthly reports on cargo traffic, cargo transfer rate, tariff (provisional) earned and collected in respect of Floating Crane Facilities and Services within 15 (fifteen) Days following the end of each Month, and any other information relating to operations which SMP, Kolkata may require from time to time to enable HDC, SMP, Kolkata to assess the Contractor's compliance with various obligations under the Contract and also any information required by any Government Authority or competent authority. If so desired by the SMP, Kolkata, the Contractor shall provide the reports in prescribed formats and in electronic form so as to provide online access to SMP, Kolkata and its representatives.

#### 1.1.2.24 Security Arrangements

The Contractor may make his own arrangements for security of the Floating Crane Facilities at the project Site.

#### 1.1.2.25 Employment of Personnel

The Contractor shall employ qualified and skilled personnel required to operate the Floating Crane Facilities and Services. The terms of employment may be as deemed fit by the Contractor and the Contractor shall comply with all Applicable Laws and bear all costs in this regard. All employees of Contractor shall always remain the Contractor's responsibility.

#### 1.1.2.26 Draft Survey & Customs Formalities

Quantity of cargo transferred between OGV and daughter vessels/ barges will be determined by draft survey at the Transfer Point.

#### 1.1.2.27 Removal of equipment on completion:

On completion / termination of the Contract, the Contractor shall remove all the equipment from the HDC, SMP, Kolkata limit within a period of seven days.

#### 1.1.2.28 Cargo Transfer Rate:

Transfer the dry bulk Cargo between the mother vessel and barges/daughter vessels shall be at a minimum transfer rate of 7920 ton on **Prorata Weather Working Day Sundays Holidays Included (PWWDSHINC)** basis at the Transfer Point while the transfer rate for break bulk cargo shall be at a minimum transfer rate of 4266 ton on PWWDSHINC. For containers minimum transfer rate of 240TEUs on PWWDSHINC. The method of calculating the transfer rate actually achieved is provided below:-

**(Total cargo transferred between mother vessel and the barges / daughter vessels) x 24**

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**Cargo Transfer Time (in hours)**

#### 1.1.2.29 Cargo Transfer Time (CTT)

I. CTT will begin once the mother vessel and the barge / daughter vessel concerned



are made fast along side the Floating Crane, survey and port formalities are completed, free pratique granted, hatches are opened and the mother vessel / daughter vessel / barge are ready for cargo transfer operations between them. The counting of time will be stopped once the transfer of cargo between the mother vessel and the daughter vessel / barges have been completed. Delays or stoppages a/c weather and other Force Majeure reasons as well as delays attributable to the mother vessel / daughter vessel / barges as mentioned in the SoF (Statement of Fact) duly signed by the Master will be excluded from CTT.

- II. If after making fast the Contractor finds that the mother vessel and / or daughter vessel / barges is / are not ready to unload / load cargo , the time interval between the time of making fast of the mother vessel and the daughter vessel / barges to actual time of readiness of transfer operations shall be excluded from the CTT.
- III. The time taken for carrying out sampling and initial, intermediate and final draft surveys shall not be counted as CTT.
- IV. The time taken by the mother vessel / daughter vessel / barges for conducting final draft survey after completion of cargo transfer operations shall be excluded from CTT.
- V. Time lost by reason of bad weather if mentioned in the SOF duly signed by Master / Master's authorized agent preventing unloading / loading of cargo shall not be computed as CTT.
- VI. All delays due to stoppage of work by Contractor, or strike by the employees of or staff engaged by the Contractor, will be on the account of Contractor and shall not be deducted from the CTT
- VII. The initial opening and final closing of the hatches of the mother vessel/daughter vessel/barges always be done by the crews of the mother vessel/daughter vessel/barges and the time and cost involved therein and the time used for the opening and closing of the hatches, gangway placement, shall be to the account of the of the mother vessel/daughter vessel/barges. Any subsequent closing / opening of hatches if any done at the request of Contractor, time taken for such closing / opening shall be to the account of Contract and shall not be deducted from the CTT.
- VIII. In the event of non-operation out of Floating crane such as due to shifting from one hatch to other hatch, lifting of front and loader inside the hatches or for other reasons at attributable to the Contractor as per SOF, the time lost shall not be counted in CTT.

#### **1.1.2.30 Statement of Facts (SOF)**

Immediately after completion of cargo transfer operations, and before the sailing of the Mother Vessel (OGV) from the Transfer Point, Statement of Facts shall be made out duly signed by Master of the Mother Vessel (OGV) and the authorized representatives of the Contractor's Floating Crane and Barge / Daughter Vessel and shall be distributed at the transfer point amongst the following concerns:

- I. Master of the vessel / agents of the vessel.

- II. Representative of Contractor
- III. Representative of the barge / daughter vessel
- IV. Note: The consignee / consigner, if so desires, may also depute their agents / representatives for signing of the SOF.
- V. The Cargo Transfer Time for the purpose of assessment of performance standard of the Floating Crane arrangement to fulfil the provisions of the Scale of Rates of the Floating Crane Charges shall be strictly calculated on the basis of SOF duly signed by the above said parties.

**1.1.2.31 (i) Time frame for setting up of Floating crane Facilities** – Within a period of 2 (two) months from the date of awarding LoA for creation of Floating Crane Facilities by HDC, SMP, Kolkata.

**(ii) Compensation:** The successful applicant shall complete supply, installation and commissioning of the floating crane system within the time schedule given at 1.1.2.31 (i) above to the satisfaction of HDC, SMP, Kolkata and obtain a Commissioning Certificate thereof from HDC, SMP, Kolkata. In the event of failure to commission the floating crane system within the time schedule given at 1.1.2.31 (i) above, the successful Tenderer shall pay to HDC, SMP, Kolkata Rs 5000/- per day as compensation/ liquidated damages. Also, in case, contractor failed to re deploy the floating crane/tugs/launch after survey repair in the dry dock in the stated period, the liquidated damage at Rs. 5,000 per day will be imposed.

In case the delay exceeds 90 days from the last date of the commissioning schedule, HDC, SMP, Kolkata shall be at liberty to proceed for terminating the contract.

**1.1.2.32 HDC, SMP, Kolkata’s obligation**

- I. HDC, SMP, Kolkata will undertake scheduling of vessels for the purpose of cargo transfer by the Contractor by its Floating Crane Arrangement and other associated marine related services on which the successful Tenderer will have no say
- II. HDC, SMP, Kolkata shall promptly grant approvals/ consents sought by the Contractor as may be required under the Contract, subject to the Contractor having complied with all Applicable Laws/requirements in this regard.
- III. HDC, SMP, Kolkata shall during the Contract Period provide to the Contractor all infrastructure facilities and utilities to the extent required for the implementation, operations and maintenance of the Floating Crane Facilities and Services in accordance with the license, at rates and on terms no less favorable to the Contractor than those generally available to commercial customers availing substantially equivalent facilities and utilities.

**1.1.2.33 Location of Transfer Point:-**

Within the area at Sagar enclosed by Point A having Lat:- 21- 41- 59.684 N Long:- 88-



01- 10.052 E, Point B having Lat 21- 42- 00.56 N & Long 88- 02- 00.32 E, Point C having Lat 21- 40- 48.685 N & Long 88- 01- 59.933 E and Point D having Lat 21- 40- 45.536 N & Long:- 88- 01- 09.912 E ,where cargo lightening operations are being presently undertaken within the limits of SMP, Kolkata. It may be however be clarified that the successful bidder may also have to provide the services of the floating Crane Facilities at any feasible location within the round the year anywhere within the existing limits of all anchorages of SMP, Kolkata notified by the Central Government is mentioned at **Appendix XIV.**

**SCHEDULE 2:**  
**General Conditions of Contract**

	<b>CLAUSE</b>	<b>PAGES</b>
1.	AMENDMENT TO GENERAL CONDITIONS OF CONTRACT	<b>GC 1</b>
2.	DEFINITION	<b>GC 2 – GC 3</b>
3.	DUTIES & POWERS OF ENGINEER & ENGINEER'S REPRESENTATIVE	<b>GC 3 – GC 5</b>
4.	THE TENDER/OFFER AND ITS PRE-REQUISITES	<b>GC 5 – GC 9</b>
5.	THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR	<b>GC 9 – GC 14</b>
6.	COMMENCEMENT, EXECUTION AND COMPLETION OF WORK	<b>GC 14 – GC 17</b>
7.	TERMS OF PAYMENT	<b>GC 18 – GC 20</b>
8.	VARIATION AND ITS VALUATION	<b>GC 20 – GC 22</b>
9.	DELAY/EXTENSION OF COMPLETION TIME/LIQUIDATED DAMAGE/TERMINATION OF CONTRACT	<b>GC 22 – GC 24</b>
10.	MAINTENANCE AND REFUND OF SECURITY DEPOSIT	<b>GC 24 – GC 25</b>
11.	INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION	<b>GC 25 – GC 27</b>

## GC - 1

### AMENDMENT TO GENERAL CONDITIONS OF CONTRACT

❖ CI-3.4 THE TENDER /OFFER & ITS PRE-REQUISITES

Table under sub-clause (a)

PREVIOUS			AS AMENDED		
Estimated Value of Work	Amount of Earnest Money		Estimated Value of Work	Amount of Earnest Money	
	For Works Contract	For Contract of Supplying Materials or Equipment only		For Works Contract	For Contract of Supplying Materials or Equipment only
Up to Rs. 1,00,000=00	5% of the estimated value of work	1% of the estimated value of work	Up to Rs. 10 Crore	2% of the estimated value of work	1% of the estimated value of work
Over Rs. 1,00,000.00	2% of the estimated value of work subject to a maximum of Rs. 20,000/- and minimum of Rs. 5,000/-.	½% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-.	Over Rs. 10 Crore	2% on first Rs. 10 Crore + 1% on the balance	½% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-.

[AMENDMENT SANCTIONED BY THE BOARD OF TRUSTEES VIDE RESOLUTION NO 210 OF THE TRUSTEES' MEETING HELD ON 26.02.2013]

Table under sub-clause (d)

PREVIOUS			AS AMENDED		
Class of Registration	Amount Of Fixed Security	Financial Limit Of Each Tender	Class of Registration	Amount Of Fixed Security	Financial Limit Of Each Tender
A	Rs 10,000/-	Any Tender priced upto Rs 2,00,000/-	A	Rs 50,000/-	Any Tender priced up to Rs 10,00,000/-
B	Rs 5,000/-	Any Tender priced upto Rs 1,00,000/-	B	Rs 25,000/-	Any Tender priced upto Rs 5,00,000/-
C	Rs 2,500/-	Any Tender priced upto Rs 50,000/-	C	Rs 15,000/-	Any Tender priced upto Rs 3,00,000/-

[AMENDMENT SANCTIONED BY THE BOARD OF TRUSTEES VIDE RESOLUTION NO 82 OF THE TRUSTEES' MEETING HELD ON 12.10.2012]

## GC - 2

### 1. DEFINITIONS

- 1.0 In the contract, as here in after defined, the following words and expressions shall have the meaning herein assigned to them, except where the context otherwise required.
- 1.1 “Employer” or “Board” or “Trustees” means of the Board of Trustees for the Port of Calcutta, a body corporate under Section 3 of the Major Port Trusts Act, 1963, including their successors, representatives and assigns. *Employer*
- 1.2 “Chairman” means the Chairman of the Board and includes the person appointed to act in his place under Sections 14 and 14A of the Major Port Trusts Act, 1963. *Chairman*
- 1.3 “Contractor” means the person or persons, Firm or Company whose Tender/offer has been accepted by the Trustees and includes the Contractor’s representatives, heirs, successor and assigns, if any, permitted by the Board/Chairman. *Contractor*
- 1.4 “Engineer” means the Board’s official who has invited the Tender on its behalf and includes the Manager (Infrastructure & Civic Facilities) or other official as may be appointed from time to time by the Employer, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the “Engineer” so designated. *Engineer*
- 1.5 “Engineer’s Representative” means any subordinate or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties set forth in Clauses 2.4 to 2.6 hereof. *Engineer’s Representative*
- 1.6 “Work” means the work to be executed in accordance with the Contract and includes authorised “Extra Works” and ‘Excess Works” and “Temporary Works”. *Works*
- 1.7 “Temporary Works” means all temporary works of every kind required in or about the execution, completion or maintenance of the works and includes (without thereby limiting the foregoing definitions) all temporary erections, scaffolding, ladders, timbering, soaking vats, site offices, cement and other godowns, platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and mixing platforms. *Temporary works*
- 1.8 “Extra Works” means those works required by the Engineer for completion of the Contract which were not specifically and separately included in the schedule of items of the works i.e. (Bill of Quantities) of the Tender. “Excess Works” means the required quantities of work in excess of the provision made against any item of the bill of Quantities. *Extra works and Excess works*
- 1.9 “Specifications” means the relevant and appropriate Bureau of Indian Standard’s specifications / International Standard’s Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender. *Specification*

## GC - 3

- 1.10 “Drawings” means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer. *Drawings*
- 1.11 “Contract” means and includes the General and Special Conditions of Contract, Specifications, Drawings, priced Bill of Quantities, the Tender / Offer, the letter of acceptance of the Tender/Offer, the Contract Agreement, if separately entered into and the Schedule of Rates and Price, if any, adopted by the Trustees at their discretion. *Contract*
- 1.12 “Constructional Plant” means all appliances or things of whatsoever nature required or about the execution, completion or maintenance of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent works. *Constructional Plant*
- 1.13 “Site” means the land, waterways and other places, on, under, in or through which the works are to be executed by the Trustees for the purpose of the Contract. *Site*
- 1.14 “Contract Price” means the sum named in the letter of acceptance of the Tender/Offer of the Contractor, subject to such additions thereto and deductions therefrom as may be made by the Engineer under the provisions here in after contained. *Contract Price*
- 1.15 “Month” means English Calendar Month. *Month*
- 1.16 “Excepted Risks” are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities) whether war be declared or not), Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks). *Excepted Risks*
- 1.17 Word importing the singular only, also includes the plural and vice-versa where the context so requires. *Singular/ Plural*
- 1.18 The heading and marginal notes in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract. *Headings/ Marginal Notes.*
- 1.19 Unless otherwise stipulated the work “Cost” shall be deemed to include overhead costs of the Contractor, whether on or off the site. *Cost*
- 2.0 DUTIES & POWERS OF ENGINEER & ENGINEER’S REPRESENTATIVE.
- 2.1 The Contractor shall execute, compete and maintain the works in terms of the contract to the entire satisfaction of the Engineer and Shall comply with the Engineer’s direction on any matter whatsoever. *Engineer’s Authority*

## GC - 4

- 2.2 The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 hereof, from the Engineer's Representative. *Authority of Engineer's Representative*
- 2.3 *The Engineer shall have full power and authority:* *Engineer's Power*
- (a) to supply to the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.
  - b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.
  - (c) to order for any variation, alteration and modification of the work and for extra works.
  - (d) to issue certificates as per contract.
  - (e) to settle the claims & disputes of the Contractor and Trustees, as the first referee.
  - (f) To grant extension of completion time.
- 2.4 *The Engineer's Representative shall :* *Power of Engineer's Representative.*
- watch and supervise the works.
  - test and examine any material to be used or workmanship employed in connection with the work.
  - have power to disapprove any material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard.
  - take measurements of work done by the contractor for the purpose of payment or otherwise.
  - order demolition of defectively done work for its reconstruction all by the Contractor at his own expense.
  - have powers to issue alteration order not implying modification of design and extension of completion time of the work and
  - have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Contractor.

## GC - 5

2.5 *Provided always that the Engineer's Representative shall have no power:*

*Limitation of  
Engineer's  
Representative's  
Power*

to order any work involving delay or any extra payment by the Trustees,  
to make variation of or in the works; and  
to relieve the Contractor of any of his duties or obligations under the Contract.

2.6 Provided also as follows:

*Engineer's  
Overriding  
Power*

(a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking-up thereof and re-constructing at the contractor's cost and the contractor shall have no claim to compensation for the loss if any sustained by him.

(b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.

(c) Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in the Engineer to his Representative in writing, shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation.

3.0 THE TENDER/OFFER AND ITS PRE-REQUISITES

3.1 The Contractor shall, before making out and submitting his Tender/offer, be deemed to have inspected and examined the site, fully considered all factors, risks and contingencies, which will have direct and indirect impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration:

*The Tender  
must  
encompass all  
relevant  
aspects/  
issues.*

The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climatic conditions, the means of access to the site and all other local conditions, including the likely charges and costs for temporary way-leave, if any, required for the work.

*Site & Local  
condition.*



The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract.

*Drawing/  
Specification/  
Nature &  
extent of  
work to be  
done.*

## GC - 6

The accommodation required for the workmen and site office, mobilisation/demobilisation and storage of all plant, equipment and Construction materials.

*Accommodation for Contractor's men/materials.*

The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all at Contractor's cost.

*Water for drinking etc. /Electrical power.*

Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made thereunder, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance.

*Payment of Taxes/duties and observance of all statutes.*

Payment of all kinds of stamp-duty for executing the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds.

*Payment of Stamp Duty by the Contractor.*

3.2 The Contractor's Tender shall be in ink on the Tender Forms supplied by the Trustees, unless stipulated otherwise in the Notice Inviting the Tender and shall be faultless in figures and free from erasing. Corrections, if any, shall only be made by scoring out and initialling of the revised figure.

3.3 If required by the Engineer or the Trustees, the Contractors in their Tender or subsequently, shall disclose the names of their owners/partners/share holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled.

*Disclosure of Owner's name.*

3.4 ) Unless otherwise stipulated in the Notice Inviting Tender / Offer, every Tender must be submitted with Earnest Money of the amount calculated as per the following scale.

*Earnest Money and Security Deposit.*

Estimated Value of Work	Amount of Earnest Money	
	For Contract Works	For Contract of Supplying Materials or Equipment only
Up to Rs. 1,00,000=00	5% of the estimated value of work	1% of the estimated value of work

Over Rs. 1,00,000=00	2% of the estimated value of work subject to a maximum of Rs. 20,000/- and minimum of Rs. 5,000/-.	½% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-.
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## GC - 7

Earnest Money shall be deposited with the Trustees' treasurer in cash or by Banker's Cheque of any Calcutta Branch of a Nationalised Bank of India drawn in favour of Calcutta Port Trust or in the form of any "Account Payee" Draft of any Nationalised Bank of India drawn in favour of "Calcutta Port Trust" and payable at Calcutta/Haldia, as the case may be, and the receipt granted therefor be kept attached to the Tender/Offer in the Sealed Cover.

*Method of  
Paying E.M.*

Earnest Money of unaccepted Tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalised Bank of Calcutta / Haldia.

*Refund of  
E.M.*

The enlisted (registered) Contractors of the Trustees who have deposited fixed Security with the Trustees' FA & CAO / Manager (Finance) according to his Class of Registration, shall be exempt from depositing the Earnest Money, as per the following scale:

*Exemption  
from E.M. to  
Regd. Firms*

Class of Registration	Amount of Fixed Security	Financial Limit of Each Tender
A	Rs. 25,000/-	Any Tender priced up to Rs.5,00,000/-
B	Rs. 10,000/-	Any Tender priced up to Rs.2,00,000/-
C	Rs. 5,000/-	Any Tender priced up to Rs.1,00,000/-

(i) Tender submitted without requisite Earnest Money may be liable to rejection.

*Tender with-  
out EM liable  
to rejection.*

If before expiry of the validity period of his Tender/Offer, the Tenderer amends his quoted rates or Tender/offer making them unacceptable to the Trustees and/or withdraws his Tender/offer, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees.

*Forfeiture of  
E.M. before  
Acceptance of  
offer.*

The Earnest Money of accepted Tender/offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Contractor after cancellation of the previous Receipt of Earnest Money.

*E.M. to be  
converted to  
part S.D.*

(g) Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done up to the stage of completion.

*Mode of  
recovery of  
balance S.D.*

## GC - 8

Value of Work	% of Security Deposit for works contract.	% of Security Deposit For contract of supplying materials & equipment only.
For works up to Rs.10,00,000/-.	10% (Ten percent)	1% (One percent)
For works costing more than Rs.10,00,000/- and up to Rs.20,00,000/-	10% on first Rs.10,00,000/- + 7½% on the balance.	1% on first Rs.10,00,000/- + ½% on the balance.
For works costing more than Rs.20,00,000/-	10% on first Rs.10,00,000/- + 7 ½% on the next Rs.10,00,000/- + 5% on the balance.	1% on first Rs.10,00,000/- + ½% on the next Rs.10,00,000/- + ¼% on the balance.

*Scale of S.D. recovery.*

(h) Balance Security for Contract of supplying materials and equipment computed in terms of the percentages given above, shall have to be deposited with the Trustees' Treasurer in advance and within 30 days from the date of placement of supply order, either in cash or by A/c. Payee Draft of a Nationalised Bank of India drawn in favour of Calcutta Port Trust and payable at Calcutta/Haldia, as the case may be.

*S.D. for supply contracts to be deposited in advance.*

No interest shall be paid by the Trustees to the Tenderer/Contractor on the amount of Earnest Money/Security Deposit held by the Trustees, at any stage.

*No interest payable on E.M. /S.D*

3.5 The Security Deposit shall refunded to the Contractor in terms of Clause 9.3 hereinafter and subject to deduction, if any, under the provision of Sub-clause 3.5 (ii) herein below. Id, however, the Contract provides for any maintenance period. 50% of the Security Deposit may be refunded against any of the treasury Receipt for that amount on expiry of half of the maintenance period and the balance deposit on the expiry of the said maintenance period and after the Engineer has certified the final completion of work in Form G.C.2 and the Contractor has submitted his "No Claim" Certificate in Form G.C.3.

*Mode of refund of S.D.*

(ii) The Security Deposit/Earnest Money may be liable to forfeiture at the option of the Trustees, if the Contractor fails to carry out the work or to perform/observe any of the conditions of the Contract. The Trustees shall also be at liberty to deduct any of their dues from the Security Deposit, fixed Security, Earnest Money or from any sum due or to become due to the Contractor under any other contract.

*Forfeiture of S.D.*

## GC - 9

- 3.6 If stipulated in the contract as a Special Condition, the contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from Calcutta/Haldia Branch, as the case may be, of any Nationalised Bank of India in the proforma annexed hereto and for the sum and period as mentioned in the letter of acceptance of the Tender/Offer, within 15 days from the date of such letter, failing which the Contract shall be liable to be terminated and the earnest money shall be liable to forfeiture; all at the discretion of the Engineer. The cost of obtaining this or any other Bank Guarantee and/or the revalidation thereof, wherever required, has to be borne by the Contractor and it shall be his sole responsibility to arrange for timely revalidation of such Bank Guarantee, failing which and for non-fulfilment of any contractual obligation by the Contractor, the Engineer and/or the Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally.
- 3.7 “Every Tenderer/ Bidder shall submit, in respect of a Tender value of more than Rs 5 Crore, along with their Tender comprising Special Conditions of Contract, General Conditions of Contract, BOQ, Earnest Money, etc. a document called Integrity Pact Agreement duly signed by their authorized representative. The Proforma of the Integrity Pact Agreement shall as specified in the GCC. In case of Tender value more than Rs 5 Crore, the Integrity Pact Agreement is an essential part and parcel of bid document to be submitted by each Tenderer, without which the Tender shall not be considered.”
- 4.0 THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR
- 4.1 (a) The contract documents shall be drawn-up in English language.
- (b) The contract shall be governed by all relevant Indian Acts. As applicable only within the jurisdiction of the High Court at Calcutta, India, including the following Acts:  
The Contract Act (India), 1872.  
The Major Port Trusts Act, 1963.  
The Workmen’s Compensation Act, 1923.  
The Minimum Wages Act, 1948.  
The Contract Labour (Regulation & Abolition) Act, 1970.  
The Dock Workers’ Act, 1948.  
The Arbitration and Conciliation Act (1996) (in the case of a definite Arbitration Agreement only).
- 4.2 After acceptance of his Tender/Offer and when called on to do so by the engineer or his representative, the contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term ‘Contract’ here-in-
- Bank Guarantee in lieu of Cash S.D. in certain cases*
- English language to be used Applicability of laws on the contract*
- Contractor to Execute Contract Agreement.*

before, shall collectively be the Contract.

- 4.3 Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.

*Interpretation  
of contract  
documents –  
Engineers'  
Power*

## GC - 10

- 4.4 Two copies of the Drawings referred to in the general and special Conditions of Contract and in the Bill of Quantities, shall be furnished by the Engineer to the Contractors free of cost for his use on the work, but these shall remain the property of the Trustees and hence, the Contractor shall return them to the Engineer or his Representative on completion of the work, if not torn or mutilated on being regularly used at site. *All Drawings are Trustees' property.*
- 4.5 The Contractor shall prove and make at his own expense any working or progress drawings required by him or necessary for the proper execution of the works and shall, when required, furnish copies of the same free of cost to the Engineer for his information and/or approval, without meaning thereby the shifting of Contractor's responsibility on the Engineer in any way whatsoever. *Contractor to prepare working / progress drawings*
- 4.6 The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the Engineer. Even if such permission be granted, the Contractor shall remain responsible (a) for the acts, defaults and neglect of any sub-contractor, his agents, servants or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen and (b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a "piece rate" basis shall not be deemed to be sub-letting under this clause. *Contractor cannot sub-let the work*
- 4.7 Unless otherwise specified, the Contractor shall be deemed to have included in his Tender/Offer all his cost for supplying and providing all constructional plant, temporary work. Materials both for temporary and permanent works, labour including supervision thereof, transporting to and from the site and in and about the work, including loading, unloading, fencing, watching, lighting, payment of fees, taxes and duties to the appropriate authorities and other things of every kind required for the construction, erection, completion and maintenance of the work. *Contractors' price is inclusive of all costs*
- 4.8 The Contractor shall be solely responsible for the adequacy, stability and safety of all site operations and methods of construction, even if any prior approval thereto has been taken from the Engineer or his Representative. The Contractor shall not be responsible for the correctness of the design or specification of the Temporary and Permanent works formulated by the Engineer; but the Contractor shall be fully responsible for the correct implementation thereof, as also for any design and specification prepared/proposed/used by the Contractor. *Contractor is responsible for all construction process, except for correctness of design and specification formulated by the Engineer*
- 4.9 Whenever required by the Engineer or his representative, the Contractor shall submit to him the details of his (a) programme for execution of the work, (b) proposed procedure and methods of work, (c) proposed *Contractor to submit his programme of*



deployment of plant, equipment, labour, materials and temporary works. The submission to and/or any approval by the Engineer or his Representative to any such programme or particulars shall not relieve the Contractor of any of his obligations under the contract.

*work*

## GC – 11

If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.

- 4.10 Necessary and adequate supervision shall be provided by the Contractor during execution of the works and as long thereafter as the Engineer or his representative shall consider necessary during the maintenance period. The Contractor or his competent and authorised agent or representative shall be constantly at site and instructions given to him by the Engineer or his representative in writing shall be binding upon the Contractor subject to limitation in Clause 2.5 hereof. The Contractor shall inform the Engineer or his representative in writing about such representative/agent of him at site. *Contractor to supervise the works*
- 4.11 The Contractor shall employ in execution of the Contract only qualified careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of his staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work. *Contractor to deploy qualified men and Engineer's power to remove Contractor's men*
- 4.12 The Contractor shall be responsible for the true and proper setting out of the works in relation to reference points/lines/levels given by the Engineer in writing. The checking of any setting-out or of any alignment or level by the Engineer or his Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and he shall fully provide protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting out the works. *Contractor is responsible for line, level, setting out etc.*
- 4.13 From the commencement of the works till issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his own cost as per instruction and to the satisfaction of the engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Contractor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the Engineer as also for defects/damages if any caused to the work by the Contractor during such repairs and replacement in the maintenance period. *Contractor is responsible to protect the work*

## GC – 12

- 4.14 The Contractor shall at his own cost protect support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/or to any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract.
- 4.15 The Contractor shall immediately inform the Engineer's Representatives if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees' expense as per the instruction of the Engineer's Representative.
- 4.16 The Contractor shall be deemed to have indemnified and shall indemnify the Trustees against all claims, demands, actions and proceedings and all costs arising therefrom on account of :
- (a) Infringement of any patent right, design, trademark or name or other protected right in connection with the works or temporary work.
  - (b) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.
  - (c) Unauthorised obstruction or nuisance caused by the contractor in respect of Public or Private or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person.
  - (d) Damage/injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work.
  - (e) Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting contractor's plants and materials.
  - (f) The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies employed by or with the permission and/or knowledge of the Trustees on or near the site of work.
- 4.17 Debris and materials, if obtained by demolishing any property, building or structure in terms of the Contract shall remain the property of the Trustees.
- Contractor is responsible for all damages to other structures / persons caused by him in executing the work.*
- Fossils, Treasure travois, etc. are Trustees' property*
- Contractor to Indemnify the Trustees against all claims for loss, damage, etc.*
- Dismantled materials Trustees' property*

## GC – 13

4.18 The Contractor's quoted rates shall be deemed to have been inclusive of the following:

*Contractor's  
quoted  
rates/price  
must be all  
inclusive*

- 1) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.
- 1) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.
- 1) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.
- 1) Making arrangements for deployment of all labourer and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.
- 1) Making arrangements in or around the site, as per the requirements of local authority or the Engineer or his Representative for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes, etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.

4.19 Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the Tender or to the Contractor's Site Office or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or despatch.

*Notice to  
Contractor.*

## GC – 14

- 4.21 The Contractor shall at the Trustees' cost to be decided by the Engineer render all reasonable facilities and Co-operation as per direction of the Engineer or his representative to any other Contractor engaged by the Trustees and their workmen to the Trustees' own staff and to the men of other Public Body on or near the site of work and in default the Contractor shall be liable to the Trustees for any delay or expense incurred by reason of such default. *Contractor to provide facilities to outsiders*
- 4.22 The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic. *Work to cause minimum possible hindrance to traffic movement*
- 4.23 All constructional plants, temporary works and materials when brought to the site by the Contractor shall be deemed to be the property of the Trustees who will have lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer or his Representative. *Trustees' lien on Contractor's Plant & Equipment.*
- 5.0 COMMENCEMENT, EXECUTION AND COMPLETION OF WORK.
- 5.1 The Contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Contractor's Tender/offer by the Trustees or within such preliminary time as mentioned by the Contractor in the Form of Tender or the time accepted by the Trustees. The Contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representatives, time being deemed the essence of the contract on the part of the contractor. *Preliminary time to commence work an maintenance of steady rate of progress*
- 5.2 The Contractor shall provide and maintain a suitable office at or near the site to which the Engineer's Representative may send communications and instructions for use of the Contractor. *Contractor's site office*
- 5.3 Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the contractor shall not execute the work beyond the working hours observed by the Engineer's Representative and on Sundays and Holidays observed in the Trustees' system, except in so far as it becomes essential on account of tidal work or for safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any act or neglect on the part of the contractor, then the Engineer or his Representative shall order and the contractor at his own expense shall work by day and by night and on Sundays and Public Holidays. Any failure of the Engineer or his Representative to pass such an order shall not relieve the contractor from any of his obligations. The Engineer's decision in this regard shall be final binding and conclusive. *Contractor to observe Trustees' working hours*

## GC – 15

- 5.4 Unless stipulated otherwise in the contract all materials required for the work shall be procured and supplied by the contractor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the Engineer or his Representative. The Engineer shall exercise his sole discretion to accept any such materials.
- Contractor to supply all materials as per requirement of the Engineer or his representative*
- 5.5 Unless stipulated otherwise in the contract all materials, workmanship and method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the material and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.
- Materials & Works*
- 5.6 Samples shall be prepared and submitted for approval of the Engineer or his representative, whenever required to do so, all at the Contractor's cost.
- Contractor to submit samples for approval*
- Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work, shall be borne by the Contractor.
- Contractor to arrange all testing at his own cost.*
- 5.8 Regarding the supply of any materials by the Trustees to the contractor in accordance with the contract, the following conditions shall apply :
- (a) The Contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative.
- The Contractor shall account for and look after the Trustees' materials*
- (b) Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than "Excepted Risks", the Contractor shall compensate the Trustees' in the manner decided by the Engineer and shall at no stage remove or cause to be removed any such material from the site without his permission in writing.
- Contractor to compensate for loss and damage to Trustees' materials*

(c)The Trustees' materials will generally be supplied in stages and in accordance with the rate of progress of work but except for grant of suitable extension of completion time of work as decided by the Engineer. The Contractor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Contractor shall, however, communicate his requirement of such materials to the Engineer from time to time.

*Delay in supply of Trustees' materials will only entitle the Contractor for extension of completion time of work*



## GC – 16

- (d) Unless stipulated otherwise in the contract, the value of the Trustees' materials issued to the contractor shall be recovered from the contractor's bills and/or any of his other dues, progressively according to the consumption thereof on the work and/or in the manner decided by the Engineer or his representative and at the rate/s stipulated in the contract. These rates shall only be considered by the contractor in the preparation of his Tender/offer and these will form the basis of escalation/variation, if in future the contractor is required to procure and provide any such material on the written order of the Engineer consequent on the Trustees' failure to effect timely supply thereof.
- Recovery from Contractor for Trustees' materials under normal circumstances*
- (e) If the Engineer decides that due to the contractor's negligence, any of the Trustees' materials issued to the contractor has been –
- (i) lost or damaged, (ii) consumed in excess of requirement and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills or from any of his other dues, after adding 19 ¼% extra over the higher one of the followings -
- (1) The issue rate of the materials at the Trustees' Stores and
- (2) The market price of the material on the date of issue as would be determined by the Engineer.
- 5.9 The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time – (I) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the engineer or his representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and proper re-execution of any work which in respect of material and workmanship is not in accordance with the contract or the instructions of the Engineer. The Contractor shall comply with such order at his own expense and within the time specified in the order. If the contractor fails to comply, the Engineer shall be at liberty to dispose any such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days.
- Contractor to replace materials/work not acceptable to the Engineer or his Representative*
- 5.10 No work shall be covered up and put out of view by the contractor without approval of the Engineer or his Representative and whenever required by him, the contractor shall uncover any part or parts of the work or make openings in or through the same as may be directed by the Engineer or his representative from time to time and shall reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the contractor.
- Contractor to seek approval of Engineer or his Representative before covering up any portion of work*
- The Trustees shall reimburse such cost as determined by the Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.



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- 5.11 On a written order of the Engineer or his Representative, the contractor shall delay or suspend the progress of the work till such time the written order to resume the execution is received by him. During such suspension the contractor shall protect and secure the work to the satisfaction of the Engineer or his Representative. All extra expenses in giving effect to such order shall be considered by the Trustees, unless such suspension is
- Contractor to suspend work on Order from Engineer or his Representative*

–

(a) otherwise provided for in the contract, or

(b) necessary by reason of some default on the part of the contractor, or

(c) necessary by reason of climatic conditions on the site, or

(d) necessary for proper execution of the works or for the safety of the works or any part thereof.

The Engineer shall settle and determine such extra payment and/or Extension of completion time to be allowed to the contractor, as shall, in the opinion of the Engineer be fair and reasonable, and the same shall be final and binding on the Contractor.

- 5.11.1 If at any time before or after commencement of the work the Trustees do not require the whole of the work Tendered for the Engineer shall notify the same to the contractor in writing and the contractor shall stop further works in compliance of the same. The Contractor shall not be entitled to any claim for compensation for underived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer in the original specifications, drawings, designs and instructions.

- 5.12 When the whole of the work has been completed to the satisfaction of the Engineer and has passed any final test prescribed in the contract, the contractor shall, within 21 days of submission of his application to the Engineer, be entitled to receive from him a certificate for completion of work in Form G.C.1, annexed hereto. If any part of the total work having been completed to the satisfaction of the Engineer, be taken over and/or used by the Trustees, the Contractor shall on application be entitled to partial completion certificate in the Form G.C.1 indicating the portion of the work covered by it, so that the Contractor's liability during maintenance period of the contract, if any, shall commence from the date mentioned in such certificate so far as the completed portion of the work is concerned.

*Completion Certificate  
G.C.1.*

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### 6.0 TERMS OF PAYMENT:

- 6.1 No sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer. On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advance, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any. *All interim payments are advances till issue of Certificate in Form G.C.2*
- 6.2 All payments shall be made to the Contractor only on the basis of measurements of actual work done, as recorded in the Trustees' measurement books and at accepted Tendered or at agreed rates, as the case may be, except as otherwise provided in the contract and when the Engineer decides any other rate for change in the scope of work or omission, if any, on the part of the Contractor. *Payment on the basis of measurements at agreed rates.*
- 6.3 For work of sanctioned Tender value more than Rs.50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made at the discretion of the Engineer or his Representative at intervals deemed suitable and justified by him. Provided always that subject to execution of work of substantial value in the context of the contract price, the interval of such on account payments shall be decided by the Engineer or his Representative, which shall ordinarily not be less than 1 month in between two payments for on account bill and/or advance. *Limitation for on account payment*
- 6.4 Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and/or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the engineer's Representative in every manner required by him. After the measurements taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a token of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even after 3 days written notice from the Engineer's Representative, the measurement shall be taken ex-parte by the Engineer's Representative and those shall be accepted by the Contractor. *Recording of measurements*

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6.5 Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable" sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees' end. The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amounts and recoveries to type out the bill.

*Contractor to  
prepare and  
submit his  
bills*

6.6 At the discretion of the Engineer or his Representative and only in respect of accepted offers/where estimated amount put to Tender would be Rs.2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor. Provided always that –

- (i) the materials shall, in the opinion of the Engineer or his Representative be of imperishable nature, the value of such materials shall be assessed by the engineer or his Representative at their own discretion,
- (iii) a formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials,
- (iv) the materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise,

*Advance  
payment  
against Non-  
perishable  
materials*

in the event of storage of such materials within the Trustees' protected areas in the Docks, the contractor shall submit an Indemnity Bond in the proforma and manner acceptable to Trustees' whereby the contractor shall indemnify the Trustees against all financial loss/damage, on account of loss/damage to such materials for whatever reasons,

## GC – 20

(vi) in the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the Engineer an irrevocable Bank Guarantee favouring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Calcutta/Haldia Branch of any Nationalised Bank or a Schedule Commercial Bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee.

(vii) The amount of advance shall be recoverable from the contractor's bills or any other dues, progressively with the consumption of the materials on the basis of quantity consumed. Consequent on full recovery of the advance the Indemnity Bond/Bank Guarantee, vide Sub-clause (v) & (vi) above, shall be returned to the Contractor duly discharged by the Engineer on behalf of the Trustees.

- |     |   |   |
|-----|---|---|
| 6.7 | No certificate of the Engineer or his representative shall protect the Contractor against or prevent the Trustees from obtaining repayment from the Contractor, in case the Engineer or his representative should overcertify for payment or the Trustees should over-pay the Contractor on any account.                        | <i>Recovery for wrong and over payment</i>        |
| 6.8 | No claim for interest shall be admissible or payable to the Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Trustees, owing to dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise. | <i>Interest not admissible to Contractor</i>      |
| 7.0 | VARIATION AND ITS VALUATION:  |   |
| 7.1 | The Quantities set out in the Bill of Quantities of the Tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfilment of his obligation under the contract.   | <i>Quantities in Bill of Quantities of Tender</i> |
| 7.2 | The Engineer shall have the power to order the Contractor in writing to make any variation of the quantity, quality or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows:  | <i>Engineer's power to vary the works</i>         |

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- 7.2 (a) Increase or decrease the quantity of any work included in the contract.  
(b) Omit any work included in the contract.  
(c) Change the Character or quality or kind of any work included in the contract.  
(d) Change the levels, lines, position and dimensions of any part of the work, and  
(e) Execute extra and additional work of any kind necessary for completion of the works
- 7.3 No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly. *Variation by engineer do not vitiate the contract*
- 7.4 Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work upto 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer" subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause. *Where written order for variation is not needed*
- 7.5 (a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer. *Payment for extra or additional, or omitted work or substituted work, Engineer's powers*  
(b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the Tender in respect of any extra work done or work omitted by his order.
- (c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra, additional or substituted work, then the Engineer may decide the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of Tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.

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(d) If the nature or amount of any omission or addition relative to the nature or amount of the whole of the contract work or to any part thereof shall be such that, in the opinion of the Engineer, the rate of prices contained in the contract for any item of the works or the rate as evaluated under sub-clauses (b) and (c) of this clause, is by reason of such omission or addition rendered unreasonable or in-applicable, the Engineer shall fix such other rate or price as he deems proper and the Engineer's decision shall be final, binding and conclusive.

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

- 8.1 Should the quantum of extra or additional work of any kind or delayed availability of the Trustees' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotion or other special circumstances of any kind beyond the control of the Contractor, cause delay in completing the work, the contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work with or without the imposition of "Liquidated Damage" Clause (No.8.3 hereof) on the Contractor and his decision shall be final and binding on the Contractor. If an extension of completion time is granted by the Engineer without imposition of liquidated damage, from the Clause No.8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communicated by the Engineer, as aforesaid. *Extension of completion time*
- 8.2 If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½% (half percent) of the total value of work (contract piece) as mentioned in the letter of acceptance of the Tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% of the said value of work. The amount of Liquidated damages shall be determined by the Engineer, which shall be final and binding. *'Liquidated Damage' and other compensation due to Trustees*



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(b) Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation/damage in Sub-clause (a) of this clause, from any money due or likely to become due to the Contractor. The payment or deduction of such compensation/damage shall not relieve the Contractor from his obligation to complete the work or from any of his other obligations/liabilities under the contract and in case of the Contractor's failure and at the absolute discretion of the Engineer, the work may be ordered to be completed by some other agency at the risk and expense of the Contractor, after a minimum three days notice in writing has been given to the Contractor by the Engineer or his Representative.

8.3 Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Contractor there from after giving him a minimum 3 days' notice in writing, due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive:

*Default of the  
Contractors  
remedies &  
powers/Termination  
of Contract.*

The Contractor has abandoned the contract.

In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Contractor's lapses.

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" or his Representative" written notice to proceed with the work.

The Contractor has failed to remove materials from site or to dismantle or demolish and replace work for 7 days after receiving from the Engineer or his representative the written notice stating that the said materials or work were condemned and rejected by him under these conditions.

The Contractor is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.

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.

The Contractor is adjusted insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.

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- 8.3.1 Upon receipt of the letter of termination of work, which may be issued by the Engineer on behalf of the Trustees, the Contractor shall hand over all the Trustees' tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 days of receipt of such letter.
- 8.3.2 In all such cases of Termination of work, the Trustees shall have the power to complete the work through any other agency at the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor, had he duly completed the work of the work in accordance with the contract.
- 8.3.3 Upon termination of contract, the Contractor shall be entitled to receipt payment of only 90% of the value of work actually done or materials actually supplied by him and subject to recoveries as per contract, provided the work done and materials conform to specifications at the time of taking over by the Trustees. The payment for work shall be based on measurements of actual work done and priced at approved contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall in no case be more than market rates prevailing at the time of taking over by the Trustees. The Engineer's decision in all such case shall be final, binding and conclusive.
- 8.3.4 The Trustees shall have the power to retain all moneys due to the Contractor until the work is completed by other agency and the Contractor's liabilities to the Trustees are known in all respect.

### 9.0 MAINTENANCE AND REFUND OF SECURITY DEPOSIT

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

*Contractor's  
obligation for  
maintenance  
of work.*



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- 9.2 The Contractor shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a Final Completion Certificate in Form G.C.2 annexed hereto shall have been signed and issued by the Engineer to the contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working or using thereof by the Trustees shall not relieve the Contractor of his obligations under the contract for full and final completion of the work. *Certificate of final completion*
- 9.3 On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by submitting to the Engineer (i) The Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his “No further claim” Certificate in Form G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in Form G.C.2 and within two months of the Engineer’s recommendation, the Trustees shall refund the balance due against the Security Deposit to the Contractor, after making deduction there from in respect of any sum due to the Trustees from the Contractor. *Refund of Security Deposit*
- 10.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES AND ARBITRATION
- 10.1 In all disputes, matters, claims, demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications, drawings, designs and instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract the decision of the Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the Contractor. *Engineer’s decision*
- 10.2 If the Contractor be dissatisfied with any such decision of the Engineer, he shall within 15 days after receiving notice of such decision require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision. *Chairman’s award.*
- 10.3 If, however, the Contractor be still dissatisfied with the decision of the Chairman, he shall within 15 days after receiving notice of such decision require that within 60 days from his written notice, the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act, 1940 or any statutory modification thereof. *Arbitration.*
- 10.3.1. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which his predecessor left it.

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- 10.3.2 The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.
- 10.3.3 The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties.
- 10.3.4 The venue of the arbitration shall be either Calcutta or Haldia as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference the cost of any incidental to the reference and award respectively shall be in the discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid.
- 10.3.5 The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reason for the award.
- 10.3.6 The Arbitrator shall consider the claims of all the parties to the contract – within only the parameters of scope and conditions of the contract in question.
- 10.3.7 Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made thereunder, for the time being in force, shall apply to the arbitration proceedings under this Clause.
- 10.4 The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decision. The Engineer also shall not withhold any payment, which, according to him, is due or payable to the Contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.
- 10.5 Provided always as follows:
- [a] Nothing of the provisions in paragraphs 10.3 to 10.3.7 hereinabove would apply in the cases of contracts, where Tendered amount appearing in the letter of acceptance of the Tender / offer is less than Rs.40,00,000/-.
  - [b] The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.

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- [c] Contractor's dispute if any arising only during the maintenance period, if any, stipulated in the contract, must be submitted to the Engineer, with detailed justification in the context of contract conditions, before the issuance of final completion certificate in Form G.C.-2 *ibid*.  
No dispute or difference on any matters whatsoever, the Contractor can raise pertaining to the Contract after submission of certificate in form G.C.3 by him.
- [d] Contractor's claim / dispute raised beyond the time limits prescribed in sub-clauses 10.5[b] and 10.5 [c] hereinabove, shall not be entertained by the Engineer and / or by any Arbitrator subsequently.
- [e] The Chairman / Trustees shall have the right to alter the panel of Arbitrators, *vide* Clause 10.3 hereinabove, on their sole discretion, by adding the names of new Arbitrators and / or by deleting the names of existing Arbitrators, without making any reference to the Contractor.

**(TO BE SUBMITTED WITH COVER- I OFFER)**  
**THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA**  
**FORM OF TENDER (UNPRICED)**

To  
The General Manager (Engg.),  
Haldia Dock Complex.

I/We \_\_\_\_\_

having examined the site of work, inspected the Drawings and read the specifications, General & Special Conditions of Contract and Conditions of the Tender, hereby Tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates & prices set out in the annexed Bill of Quantities within \_\_\_\_\_ months / weeks from the date of order to commence the work and in the event of our Tender being accepted in full or in part. I / We also undertake to enter into a Contract Agreement in the form hereto annexed with such alterations or additions thereto which may be necessary to give effect to the acceptance of the Tender and incorporating such Specification, Bill of Quantities, Drawing and Special & General Conditions of Contract and I / We hereby agree that until such Contract Agreement is executed the said Specification, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the Contract.

THE TOTAL AMOUNT OF TENDER Rs. **NOT TO BE QUOTED IN COVER I OFFER**  
(Repeat in words) **NOT TO BE QUOTED IN COVER I OFFER**

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

I / We have deposited with the Trustees' Manager (Finance), HDC, vide Receipt No. \_\_\_\_\_ of \_\_\_\_\_ as Earnest Money.

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

\_\_\_\_\_  
Dated : (Signature of Bidder with Seal)

**WITNESS :**

Name : (In  
Block Letters)  
Address :

Occupation :

**Syama Prasad Mookerjee Port, Kolkata**  
Haldia Dock Complex

**FORM G.C.1**

Initial completion Certificate

Contractor \_\_\_\_\_

Address -----

-----

Date of completion :

Dear sir(s),  
This is to certify that the following work viz :-

Name of work : .....  
.....

Work Order No.....

Allocation.....

Contract No. ....

which was carried out by you is in the opinion of the undersigned complete in every respect on the \_\_\_\_\_ day of \_\_\_\_\_ 2000 in accordance with terms of the Contract and you are required to maintain the work as per Clause 6.2 of the General Conditions of Contract and under provisions of the Contract for a period of \_\_\_\_\_ weeks / months / years

from the \_\_\_\_\_ day of \_\_\_\_\_ 20.. to \_\_\_\_\_ day of \_\_\_\_\_ 20.. .

Yours faithfully,

Signature.....  
(ENGINEER/ENGINEER'S REPRESENTATIVE)  
Name.....  
Designation.....  
OFFICE SEAL

**Syama Prasad Mookerjee Port, Kolkata**  
Haldia Dock Complex

**FORM G.C.2.**

Certificate of Final Completion.

The Financial Adviser & Chief Accounts Officer  
The General Manager (Finance), Haldia Dock Complex.

This is to certify that the following work viz:-

Name of work : .....

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

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

Work Order No.....

Contract No. ....

Resolution & Meeting No. ....

Allocation : .....

which was carried out by Shri/Messrs..... is now complete in every respect in accordance with the terms of the Contract and that all obligations under the Contract have been fulfilled by the Contractor.

Signature.....  
(ENGINEER/ENGINEER'S REPRESENTATIVE)  
NAME.....  
DESIGNATION.....  
OFFICE SEAL

**Syama Prasad Mookerjee Port, Kolkata**  
Haldia Dock Complex

**FORM G.C.3**

('NO CLAIM ' CERTIFICATE FROM CONTRACTOR)

The Manager (I&CF)  
Haldia Dock Complex  
Calcutta Port Trust  
Haldia.  
(Atten:.....)

Dear Sir,

I / We do hereby declare that I / we have received full and final payment from the Calcutta Port Trust for the execution of the following work viz:-

Name of work : \_\_\_\_\_  
\_\_\_\_\_

Work Order No :- \_\_\_\_\_

Contract No. \_\_\_\_\_

Agreement No.....Dt.....

and I / we have no further claim against the Calcutta Port Trust in respect of the above-mentioned job.

Yours faithfully,

(Signature of the Contractor)

Dated \_\_\_\_\_

Name of Contractor.....

Address:.....

(OFFICIAL SEAL OF THE CONTRACTOR)

## SCHEDULE 3:

### Special Conditions of Contract

#### 1. Performance Guarantee:

(As per Ministry of Ports & Shipping & Waterways vide no.PD-24015/71/2220-PD-VII (e-340929) dated 26.11.2020, no provision regarding Bid Security / Earnest Money should be kept in the bid documents in any procurement Tender issued by SMP, Kolkata till 31.12.2021).

(i) The Contractor (the JVC in case of a consortium) after receipt of the Letter of Intent, shall deposit a sum equivalent to 3% of the estimated cost per crane facility i.e INR 0.99 Cr within a period of 28 days from the date of receipt of Letter of Intent. The above Performance Guarantee will be required to be deposited in Demand Draft /Bank Guarantee only drawn in favor of 'Haldia Dock Complex, Kolkata Port Trust' payable at Kolkata.

(ii) Alternatively, the Contractor may submit Performance Guarantee in the form of an 'irrevocable– encashable at call' Bank Guarantee on a Non-judicial Stamp paper of at least Rs. 50/-issued by any Nationalized Bank in India within 60 days from the date of receipt of Lol as per format enclosed with the **Appendix-XI** . The Bank Guarantee must remain valid at least for a period of 2 years with an additional claim period of 6 months thereafter. The said Bank Guarantee shall have to be revalidated before expiry of the validity period for at least one more year with same claim period of 6 months and continued like this till the end of the contract.

(iii) In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court.

(iv) For non-fulfillment of any contractual obligations by the Contractor, the Trustees shall be at liberty to forfeit the above Performance Guarantee or raise claim against the said Performance Guarantee and/or enforce the same unilaterally.

Failure to constitute the Joint Venture Company (as an SPV) within the time stipulated in the Tender document and /or failure to submit documents relating to acquisition of the Mobile Harbour Cranes within one month from the date of placement of Lol, shall also be one of the grounds for forfeiture of the said Performance Guarantee.

(v) The cost of executing the Performance Guarantee and extension/revalidation of the same, if any, shall have to be borne by the Contractor. Failure in submission of Performance Guarantee as stated above may render the contract liable for cancellation and Earnest Money liable for forfeiture. No payment, even if otherwise admissible under the contract, shall be released until and unless the Performance Guarantee is deposited by the successful bidder / contractor.



## **2. Commissioning Schedule & commencement of contract period**

The Contractor shall complete supply (i.e. delivery at site, installation and commissioning), floating crane facilities with all other allied works / obligations as well as deployment of necessary manpower as per provisions of the contract within a period of 60 days from the date of receipt of Letter of Intent (LoI) to the satisfaction of SMP, Kolkata and obtain 'Commissioning Certificate' thereof from SMP, Kolkata.

## **3. Compensation for delayed supply (i.e. delivery at site, installation and commissioning) of the Floating Cranes facilities.**

Subject to any of the provision of the contract providing for extension of time for supply (i.e. delivery at site, installation and commissioning) of the floating crane facilities beyond the commissioning schedule mentioned under clause-7.4 above, the contractor shall pay to SMP, Kolkata compensation as follows:-

**Compensation/Liquidated Damage for failed to setting up the facility in time is Rs. 5,000.00 /- (Rupees Five Thousand Only) per day.**

(a) In case the delay exceeds 90 days, from the date of the commissioning schedule, SMP, Kolkata shall be at liberty to proceed for cancellation of the LoI or termination of the contract, as the case may be and Performance Guarantee may be forfeited.

(b) In case of delay in supply, installation and commissioning of minimum number of other equipment (Other than Floating Crane) under the provisions of the contract, in full or in part, SMP, Kolkata shall be at liberty to hire the required minimum number of such other equipment from any other agency and the cost and expenses so incurred by SMP, Kolkata for such hiring shall be recovered from the successful bidder.

## **4. Period of Contract:**

The contract shall be for a period of 2 years extendable by 1 year and to be reckoned from the date of issuance of 'Commissioning Certificate'.

## **5. Signing of Agreement:**

An agreement (As per APPENDIX X) shall have to be executed on a Non-judicial Stamp paper of at least Rs 50/- as per format enclosed with the General Conditions of Contract by the Joint Venture Company (so formed by the successful bidder as an SPV) at his/their expense within 90 days from the date of issuance of 'Letter of Intent'. All correspondence between the Successful Bidder (who finally formed the Joint Venture Company as an SPV) and SMP, Kolkata and all documents submitted by both the parties from the date of opening of the Tender till the submission of the Performance Guarantee as well as the Memorandum and Articles of Association of the SPV accepted by SMP, Kolkata, Certificate of Incorporation of the SPV etc. shall form part of the contract agreement.

## **6. Event of Default:**

- a) In case the delay in commissioning of floating crane facilities and other required equipment exceeds 90 days from the last date of commissioning schedule.
- b) If the contractor fails to perform or discharge any of its obligation under the provisions of the contract.
- c) The representation made, or documents / certificates submitted or warranties given by the successful bidder (who subsequently became the contractor) / contractor during the Tendering stage or during the currency of the contract is / are found to be false or misleading
- d) The contractor is adjudicated bankrupt or become insolvent.
- e) The contractor assigns or transfer the equipment to any third party without permission from SMP, Kolkata.
- f) If there is any change in control / ownership of the contractor arising from sale, assignment, transfer without prior permission of SMP, Kolkata.
- g) If the contractor through its employees get engaged or wrongly takes part in prohibited or unlawful activities or even fails to prevent such prohibited / unlawful activities.
- h) If the contractor fails to achieve Minimum Level of Performance for three months within a block period of 12 months from the date of commencement of actual operation at Anchorage point/berths.
- i) If floating crane facilities remain out of commission for a continuous period of 60 days.

## **7. Termination of the contract:**

The contractor failed to comply default clauses, the contract will be terminated at any stage with the notice of 30 days.

## **8. Expiry of Contract with efflux of time:**

- (a) The Contractor shall peacefully remove all the equipment including the Floating Crane from SMP, Kolkata's premises after expiry of the period of contract with efflux of time.
- (b) No compensation shall be paid by SMP, Kolkata to the contractor on expire of the contract with efflux of time.
- (c) Upon expire of the contract with efflux of time any amount is due to be paid by SMP, Kolkata to the contractor, the same shall be paid after adjustment of the dues and damages receivable by SMP, Kolkata from the contractor.

## 9. Terms of Payment:

- i) SMPK will release 100% of the payable amount within 21 days from the date of receipt of bills complete in all respect along with the statement as at item (iv) above after deduction / adjustment of dues, penalty etc. as will be applicable under the provisions of the Tender / contract.
- ii) The payment shall be made at the quoted rates (per ton basis) accepted by SMPK on the basis of actual quantity loaded / unloaded by the contractor as per draft survey quantity in respect of each vessel concerned.
- iii) The contractor shall submit bills on monthly basis showing vessel wise loading / unloading of cargo duly supported by a consolidated vessel wise statement showing quantity loaded / unloaded upon / from each vessel as per draft survey quantity. After completion of the vessel, the copy of the SoF along with Draft Survey Report carried out by authorized Vessel Agent's Surveyor to be submitted at the office of T.O.(Sh & CH) Division.
- iv) The payment will be made in line with the clause no 3.5.2 of Tender Evaluation Criteria.

## 10. Price Adjustment Clause:

### 11.1 For upward or downward revision of fuel (HSD) price:-

Adjustment of payable amount in the event of upward or downward revision of fuel (HSD) price shall be made as per the following formula:-

$$V = (P_2 - P_1) \times A \times Q$$

Where,

**V** : Amount adjustable either way on account of upward or downward revision of fuel (HSD) price

**P<sub>1</sub>** : Price of HSD of any Oil PSU, prevailing at Haldia on the last date of submission of Price Bid

**P<sub>2</sub>** : Price of HSD of Oil PSU, prevailing at Haldia on the month/period under consideration

**A** : Rate of consumption of fuel by the equipment per ton basis.

**Q**: The quantity of cargo (in tonnes) actually handled during the period commencing from the effective date of fuel price variation.

**Note 1** : For assessment of rate of consumption of fuel (on per ton basis) by all the equipments taken together, SMP, Kolkata will engage Petroleum Conservation Research Association (PCRA) or any other competent agency whose assessment will be considered as final and binding on SMP, Kolkata and the contractor.

**Note 2** : Adjustment on this account will be made on monthly basis.

**COVERING LETTER**

**Dated :**

To,  
General Manager  
Engineering Department  
JAWAHAR TOWER COMPLEX,  
P. O. Haldia Township, **DIST:** Purba Medinipur  
**PIN:** 721607, West Bengal, India  
Haldia Dock Complex  
Syama Prasad Mookerjee Port, Kolkata  
**Email:** [aqanesan.hdc@kolkataporttrust.gov.in](mailto:aqanesan.hdc@kolkataporttrust.gov.in)

Dear Sir,

1. I/we, \_\_\_\_\_ (Name of bidder) having examined the Tender Document and understood its contents, hereby submit our Tender for ..... at Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata.
2. All information provided in the Tender including Addenda and in the Appendices are true and correct and all documents accompanying such Tender are true copies of their respective originals.
3. I/We shall make available to Kolkata Port Trust (hereinafter referred to as SMP, Kolkata) any additional information it may find necessary or require to supplement or authenticate the Tender
4. I/we acknowledge the right of SMP, Kolkata to reject our Tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/we also certify the following
  - a. I/we / any of the consortium member (as the case may be) have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority for participating in any Tender / contract / agreement of whatever kind

- b. I/we certify that in the last three years, I/We/any of the consortium members or our / their associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority/entity nor have had any contract terminated by any public authority / entity for breach on our part.
- 6. I/we declare that :
  - a) I/we have examined and have no reservations to the Tender Document, including the Addenda issued by SMP, Kolkata thereon.
  - b) I/we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the Tender.
- 7. I/we understand that SMP, Kolkata reserves the right to accept or reject any Tender and to annul the Tendering process and reject all Tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
- 8. \_\_\_\_\_ ( Name of Bidder) hereby undertakes that I/we will abide by the decision of SMP, Kolkata in the matter of examination, evaluation and selection of successful bidder and shall refrain from challenging or questioning any decision taken by SMP, Kolkata in this regard.

Thanking you,

Yours faithfully,

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

**Name: .....**

**Designation: .....**

**Date : .....**

**Seal**

**DETAILS OF BIDDER**

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

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

**Signature of Power of Attorney Holders .....**

**Name: .....**

**Designation: .....**

**Date : .....**

**Seal**

**DETAILS OF TECHNICAL CAPACITY OF THE BIDDER**

- A) In case the bidder has exclusive dry bulk cargo handling experience (excluding break bulk cargo, containerized cargo.)
- B) In case the bidder has combined experience of handling cargo comprising break bulk cargo / dry bulk cargo / containerized cargo.
- C) In case the bidder has exclusive experience of handling break bulk or containerized cargo.

Note :-

In all the three cases use the table given below, as may be applicable

Please add more rows depending upon number of Marine Terminals/ Consortium Members.

Annual Throughput ( In million tonnes)

	<b>Name of Terminal</b>	<b>January 1, 2020- December 31,2020</b>	<b>January 1, 2019-December 31,2019</b>	<b>January 1, 2018- December 31, 2018</b>
Single Entity	Terminal I Terminal II Terminal III Terminal IV			
Consortium Member 1	Terminal I Terminal II Terminal III Terminal IV			
Consortium Member 2	Terminal I Terminal II Terminal III Terminal IV			



**Instructions :**

1. The Single Entity Bidder/ each member of consortium should furnish its details in the appropriate column.
2. The description of each of the terminal shall have to be provided while giving the following details:
  - (a) Location of Marine Terminal
  - (b) Contact details of the concerned Marine Terminal(s)
    - i) Name of Contact Person(s)
    - ii) Designation(s)
    - iii) Address
    - iv) Telephone/Mobile No.
    - v) Fax
    - vi) E-mail
3. To be certified according to provision of Item 4.1.3(II) (e) (xi) of the Tender Document.

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

**Name: .....**

**Designation: .....**

**Date : .....**

**Seal**

**CERTIFIED BY**

**Name of Chartered / Certified Accountant Firm .....**

**Registration No. & other details .....**

**Name of the Signatory.....**

**Signature .....**

**Designation .....**

**Date .....**

**Seal**

**Details of Equipment**

Sl. No	Type of Equipment	Manufacture's Name	Year of manufacture	Capacity	Other details / specifications	Number actually proposed to be deployed by the Bidder.

**Note :** The bidder may indicate other equipment which he intends to additionally deploy, in the above table by inserting additional rows.

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

**Name: .....**

**Designation: .....**

**Date : .....**

**Seal:**

**DETAILS OF FINANCIAL CAPACITY OF THE BIDDER**

(In Rs. Crore)

Applicant Type	Annual Financial Turnover			Annual Financial Turn Over
	Year-1	Year-2	Year-3	Average on last 3 years
Single entity Bidder				
Consortium Member 1				
Consortium Member 2				
Consortium Member 3				
Consortium Member 4				

Please add more Instructions:

1. The Single Entity Bidder/ each members of Consortium should submit its details in the appropriate column.
2. Year 1 will be the latest year for which audited financial statements are available.

Year 2 shall be the year before Year 1 and Year 3 shall be the Year before Year 2.

3. To be certified according to provision of item 2.1.3 respectively of the Tender Document.

Note: Bidder, whose financial year is ending in December, will have to submit the audited annual accounts for the year 2020 ending on 31<sup>st</sup> December.

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

Name: .....

Designation: .....

Date : .....

Seal

**CERTIFIED BY**

Name of Chartered / Certified Accountant Firm .....

Registration No. & other details .....

Name of the Person signed .....

Signature .....

Designation .....

Seal

Date

**POWER OF ATTORNEY FOR SIGNING OF BIDDER**

**Format for Power of Attorney**

Know all men by these presents, We, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/wife and presently residing at ....., who is presently employed with/ retained by us and holding the position of .....as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Technical Consultant for the

..... Project, proposed to be developed by the ..... (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For .....  
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised Accepted

.....  
(Signature, name, designation and address of the Attorney)

**Notes:**

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

**POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM**

*(To be executed on Non-Judicial Stamp Paper of at least Rs. 50/-)*

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

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

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

**NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS**

We, M/s. .... having our registered office at ....., M/s having our registered office at ....., M/s. .... having our registered office at ....., and

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

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

IN WITNESS HEREOF WE HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .....  
DAY OF  
.....20\*\*

For  
.....

.....  
(Name & Title)

For  
.....

.....  
(Name & Title)

For  
.....

.....  
(Name & Title)

Witnesses:

1.

2.

.....

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



**JOINT BIDDING AGREEMENT**

*(To be executed on Non-Judicial Stamp Paper of at least Rs. 50/-)*

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

**AMONGST**

1. {..... Limited, a company incorporated under the Companies Act, 2013} and having its registered office at (hereinafter referred to as the **"First Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

2. {..... Limited, a company incorporated under the Companies Act, 2013} and having its registered office at ..... (hereinafter referred to as the **"Second Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

3. {..... Limited, a company incorporated under the Companies Act, 2013 and having its registered office at (hereinafter referred to as the **"Third Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)}

**AND**

4. {..... Limited, a company incorporated under the Companies Act, 2013 and having its registered office at ..... (hereinafter referred to as the **"Fourth Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)}

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

**WHEREAS,**

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

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

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

**1. Definitions and Interpretations**

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

**2. Consortium**

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Tendering Process for the Work.

2.2 The Parties hereby undertake to participate in the Tendering Process only through this Consortium and not individually and/ or through any other consortium constituted for this work, either directly or indirectly or through any of their Associates.

**3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the successful bidder and awarded the contract, it shall incorporate a special purpose vehicle (the “**SPV**”) under the Indian Companies Act 2013 for entering into a Concession Agreement with the SMP, Kolkata and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

**4. Role of the Parties**

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

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

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

**5. Joint and Several Liability**

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

**6. Shareholding in the SPV**

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

First Party:

Second Party:

{Third Party:}

{Fourth Party:}

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

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

6.4 The Parties undertake that they shall comply with all the requirements as stipulated in the Tender vide No. MTO/G/607-H/MHC.

**7. Representation of the Parties**

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

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power to enter into this Agreement with SMP, Kolkata;

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and SMP, Kolkata to execute this Agreement on

behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- (i) Require any consent or approval not already obtained;
  - (ii) Violate any Applicable Law presently in effect and having applicability to it;
  - (iii) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
  - (iv) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

## **8. Termination**

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

## **9. Miscellaneous**

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of  
LEAD MEMBER by:

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

SIGNED, SEALED AND DELIVERED

For and on behalf  
of THIRD PART  
by:

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

In the presence of:

- 1.
- 2.

SIGNED, SEALED AND DELIVERED

For and on behalf of  
SECOND PART by

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

SIGNED, SEALED AND DELIVERED

For and on behalf of  
FOURTH PART by

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

**Notes:**

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

**INDEMNITY BOND**

*(To be executed on Non-Judicial Stamp Paper of at least Rs. 50/-)*

BY THIS BOND I, Shri/Smt. -----, son/daughter of Shri/Smt. -----  
-

-----, residing at -----  
-----, by occupation -----, the Partner/Proprietor/Director of the Firm  
-----, having it's office at -----, am  
a bidder under Kolkata Port Trust (A Statutory Body under the MPT Act, 1993).

2. WHEREAS , the said Kolkata Port Trust had asked every Bidder, who is not covered under Employees' State Insurance (E.S.I.) Act exempted to furnish an Indemnity Bond in favor of Kolkata Port trust against all damages and accidents to the laborer of the Bidder/ Contractor.

3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Bidder/Contractor named herein above shall indemnify the Kolkata Port Trust against all damages and accidents occurring to the laborers of the Bidder/Contractor as demanded by the Kolkata Port Trust and which shall be legal and /or claimed by the Kolkata Port Trust during the execution of the work stated in the Tender vide No. MTO/G/607-H/MHC.

4. AND the Contractor hereunder agrees to indemnify and all times keep indemnified the Kolkata Port Trust and its administrator and representatives and also all such possible claim or demand for damages and accidents.

IN WITNESS WHEREOF I, -----, the Partner/Proprietor/Director of the Firm --

-----, hereto set and seal this the ..... day of .....  
-----

**Price Bid – Schedule Of Rates**  
**(Not to be quoted here)**

Description	Unit	Maximum Rate per ton/TEU for the subject Tender (in Rs)	% below Maximum Rate per ton/TEU for the subject Tender.
i) For handling Dry Bulk cargo at Anchorage points	MT	117.48	/
ii) For handling Breakbulk cargo at Anchorage points	MT	206.67	
iii) For handling Container at Anchorage points	TEU	3706.98	

**Note :-**

- (a) The bidder shall quote rate in percentage below the maximum Rate per ton/TEU.
- (b) The lowest price excluding GST, quoted by the bidder shall be considered as successful bidder(L1).
- (c) Supply of One set of floating crane is primarily for handling containers at anchorage points but if any point of time this crane is idle and there is requirement, this crane shall also be used for handling dry bulk cargo.

Signature of the Power of Attorney Holder(s)

\_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Seal of Bidder \_\_\_\_\_

Dated : \_\_\_\_\_

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

**PROFORMA OF FORM OF AGREEMENT**

Dated .....

THIS AGREEMENT made \_\_\_\_\_ day of \_\_\_\_\_ 21\_\_\_\_\_ between the "Board Of Trustees for the SMP, Kolkata , a statutory body constituted under Major Port Trust Act ,1963 under the rules there under and statutory modification thereto having Registered Office at 15, Strand Road , Calcutta -700001 (hereinafter called "EMPLOYER" which expression unless excluded by or repugnant to the context be deemed to include his successor/s in office) on the one part and \_\_\_\_\_ (hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context he deemed to include his heirs, executors, administrators, representative, successor in officer and permitted assigns) of the other part.

WHEREAS The TRUSTEES are desirous that certain works should be executed viz \_\_\_\_\_ and have accepted a Tender/Offer by the CONTRACTOR for the execution, completion and maintenance of such works.

NOW THIS CONTRACT AGREEMENT WITNESSETH as follows:

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

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

The said Tender/Offer & the acceptance of Tender/ Offer.

The Drawings.

The General Conditions of Contract.

Special Conditions of Contract (If any).

The Conditions of Tender.

The Specifications.

The Bill of Quantities.

All correspondences by which the contract is added, amended, varied or modified in any way by mutual consent.

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

The Trustees hereby covenants to pay to the CONSULTANT in consideration of such execution, completion and maintenance of the works the Contract Prices at the times and in the manner



prescribed by the CONSULTANT.

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto as fixed (or have set their respective hands and seals) the day and year first above written.

have executed these presents on 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: \_\_\_\_\_

Witness:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Name of the  
(In Block Letters) Bidder: \_\_\_\_\_

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

Occupation: \_\_\_\_\_ \_\_\_\_\_

**BANK GUARANTEE FORMAT FOR BID SECURITY**

**Proforma of Irrevocable Bank Guarantee (PERFORMANCE BOND) in lieu of cash Security Deposit, to be issued by the Kolkata/ Haldia Branch, as the case may be, of any nationalised Bank of India on Non-Judicial Stamp Paper worth Rs 50/- or as decided by the Engineer/ Legal Adviser of the Trustees.**

Ref. \_\_\_\_\_  
\_\_\_\_\_

Bank Guarantee No.

Date \_\_\_\_\_

To  
The Board of Trustees for the SMP, Kolkata,  
15, Strand Road  
Kolkata – 700 001

Dear Sirs,

In consideration of the Board of Trustees For the Port of Kolkata, - (hereinafter referred to as the “EMPLOYER” which expression shall unless repugnant to the context or meaning thereof include its successors administrators and assigns) having awarded to \_\_\_\_\_, with registered office at \_\_\_\_\_ (hereinafter referred to as the “CONSULTANT “ which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a CONTRACT by issue of EMPLOYER’S work order dated \_\_\_\_\_ the same having been unequivocally accepted by the CONSULTANT resulting in a ‘CONTRACT’ bearing Letter Of Award No \_\_\_\_\_ dated \_\_\_\_\_ Valued at Rs \_\_\_\_\_ for “ \_\_\_\_\_ ” and the CONSULTANT having agreed to prove a Contract performance Guarantee for the faithful performance of the entire Contract equivalent to Rs. \_\_\_\_\_ (rupees only) to the EMPLOYER.

We, the Bank, Kolkata/ Haldia having its Head Office at (hereinafter referred to as the “Bank”, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer on demand any and all monies payable by the CONSULTANT to the extent of Rs. -( \_\_\_\_\_ only) as aforesaid at any time upto \_\_\_\_\_ without any demur, reservation, contest, recourse or protest and/or without any reference to the CONSULTANT, Any such demand made by Employer on the Bank shall be conclusive and binding notwithstanding any difference between EMPLOYEER and CONSULTANT or any dispute pending before any Court, tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges his guarantee.

EMPLOYER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the CONTRACT by CONSULTANT. Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or any right which they might have against CONSULTANT, and to exercise the same at any time in any manner, and other to enforce or to forebear to enforce any covenants, contained or implied, in the CONTRACT between EMPLOYER and CONSULTANT or any other course of remedy or security available to EMPLOYER. The Bank shall not be released of its obligations under these presents by any exercise by EMPLOYER of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of employer or any other indulgence shown by EMPLOYER or by any other matter or thing whatsoever which under Law would, but for this provision, have the effect of reliving the bank.

The Bank also agreed that EMPLOYER at its option shall be entitled to enforce this Guarantee against the Bank as principal debtor, in the first instance without proceeding against CONSULTANT and notwithstanding any security or other guarantee that EMPLOYER may have in relation to the CONSULTANT'S liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs \_\_\_\_\_ (rupees \_\_\_\_\_ only) and it shall remain in force up to and including \_\_\_\_\_ and shall be extended from time to time for such period, on whose behalf this guarantee has been given.

Dated, this ..... day of .....2010  
 ..... at .....

WITNESSES

-----  
 (Signature)

-----  
 (Signature)

-----  
 (Name)

-----  
 (Name)

-----  
 (Official address)

-----  
 (Designation with Bank Stamp)  
 + Attorney as per power of Attorney No.

**DECLARATION FOR BID SECURITY**

To  
General Manager  
Engineering Department  
JAWAHAR TOWER COMPLEX,  
P. O. Haldia Township, **DIST:** Purba Medinipur  
**PIN:** 721607, West Bengal, India  
Haldia Dock Complex  
Syama Prasad Mookerjee Port, Kolkata  
**Email:** [aganesan.hdc@kolkataporttrust.gov.in](mailto:aganesan.hdc@kolkataporttrust.gov.in)

**SUB:- E-TENDER FOR "SETTING UP OF FLOATING CRANE FACILITIES TO INCREASE LIGHTENING / TOPPING UP OF CARGO AT SAGAR / OTHER DEEP DRAFT LOCATIONS IN THE WATER LIMIT OF SMP, KOLKATA FOR A PERIOD OF 3 YEARS".**

."

**Date:**

**Tender No.**

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the Tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

**Signature with official seal:** (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

**Name:** (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder) Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing) Corporate Seal (where appropriate).

**Note:** In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid).

## **INTEGRITY PACT BETWEEN**

**Kolkata Port Trust (SMP, Kolkata) hereinafter referred to as “The Principal”.**

**And**

**..... hereinafter referred to as “The**

### **Bidder/Contractor” Preamble**

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

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

### **Section 1 – Commitments of the Principal**

(1) The Principal commits itself to take all 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 material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the Tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender process, provide to all Bidder(s), the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

(1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the contract execution.

a. The Bidder(s) /Contractor(s) will not directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the Tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of bids 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 purposes 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/representatives in India; if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principles, if any.

Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annex-A.

e. The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlines 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

SETTING UP OF FLOATING CRANE FACILITIES TO INCREASE LIGHTENING / TOPPING UP OF CARGO AT SAGAR / OTHER DEEP DRAFT LOCATIONS IN THE WATER LIMIT OF SMP, KOLKATA FOR A PERIOD OF 2 YEARS EXTENDABLE BY 1 YEAR.

his reliability or credibility in question the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the Tender process or take action as per the procedure mentioned in the Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-B.

#### **Section 4-Compensation for damages**

(1) If the Principal has disqualified the Bidder(s) from the Tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

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

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

(1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the Tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

(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 Sub-contractors.

(3) The Principal will disqualify from the Tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7- Criminal charges against violation**

Bidder(s)/Contractors/Subcontractor(s)

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



**Section 8 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractors 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman, SMP, Kolkata.

**Section 9 – Other provision**

(1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Registered Office of the Principal i.e. New Delhi.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not be made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the 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)  
Bidder/Contractor). (Office Seal)

(For & on behalf of  
(Office Seal)

Place :

Date :

Witness 1:

(Name & Address) .....

.....

.....

... Witness 2:

(Name & Address) .....

.....

.....

## Notification from MoS (Ministry of Shipping)

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**MINISTRY OF SHIPPING  
(PORTS WING)  
NOTIFICATION**  
New Delhi, the 19<sup>th</sup> June, 2001

G.S.R. 439(E) in exercise of the powers conferred by section 5 of the Indian Ports Act, 1908 (15 of 1908) and section 1(q) of the Major Port Trusts Act, 1963 (38 of 1963) and in supersession of the notification of the Government of India in the erstwhile Ministry of Shipping and Transport (Transport Wing) No. G.S.R. 89(E) dated the 26<sup>th</sup> February 1977, in Central Government hereby declares that the limits of the Port of Calcutta and the navigable river and channels leading to the Port of Calcutta shall be as follows, namely :-

Port of Calcutta

(a) On the North – A line drawn due east across the River Hooghly from a pillar at the southern boundary of Messrs. D. Waldie and Company's Chemical Works and Distillery at Konnagar in the district of Hooghly on the right bank of the river to a pillar on the left bank of the river near Panihat in the district of the 24-Parganas.

(b) On the South – A line joining Sola Column in position 21°42'36" N 87°48'17" E (Approx) to 2½ miles south of Saugar Lighthouse and then to Lone Tarl in position 21°33'30" N. and 88°15'42" E.

Excluding the following area :-

(a) On the north-east Lat 22°06'21.6" N & Long 88°13'29.7"E (Balari F.W. Column).

(b) On the south-east Lat 22°04'51.6" N & Long 88°13'56.2"E (Kulpi Pagoda).

(c) On the North-east Lat 22°06'21.6" N & Long 88°13'12." E i.e. the point of intersection of the line joining the two river side corners of the proposed jetty extended due upstream with the line due west of Balari F.W. Column.

(d) On the south-west Lat 22°04'51.6" N & Long 88°13'29.8" E i.e. the point of intersection of the line joining the two river side corners of the proposed jetty extended due downstream with the line due west of Kulpi Pagoda.

The limits of the Port include to the east and west of the River Hooghly-

- (a) That part of the River Hooghly and the shores thereof as are within 45.7 metres of high water mark at spring tides.
- (b) All lands, sheds, wharves, quays, permanent ways, railway sidings etc. comprised in the area occupied by the Calcutta Jetties, Garden Reach Jetties, Kidderpore Docks, Netaji Subhas Dock, Petroleum Depot at Budge Budge and the adjoining lands in possession of the Calcutta Port Trust and works constructed for the purpose of such jetties, docks and installations.
- (c) That part of Tolly's Nala as lies to the west of line drawn across the Nala 7.6 metres to the west of Hastings Bridge.
- (d) That part of River Haldia, from entrance to River Hooghly to the line drawn North and South through Haldia South Mark, (22°00'00" N, 88°02'49.5" E. (Approx) and the shores thereof within 45.7 metres of the High Water Mark at Spring Tides.
- (e) All lands, sheds, wharves, quays, permanent ways, railway sidings etc. comprised in the area occupied by Haldia Dock Complex and adjoining lands in possession of the Calcutta Port Trust and works constructed for the purpose of such dock complex and all installations for allied or incidental purposes.

The navigable river and channels leading to the Port of Calcutta shall be as follows :-

On the North – 400 metres down the River Bhagirathi from the centre line of the Jangipur barrage and 0.8 kilometre up the River Jalengi from its confluence with River Bhagirathi.

On the South – The parallel of latitude 20°45' N. The limits of the said river and channels include all parts of the navigable channels which lie between the longitudes of 87°40' E and 88°40' E of River Hooghly and all parts of River Bhagirathi and Hooghly between the northern and southern limits below the highest point reached by ordinary spring tides at any season of the year for tidal portion, and the bed of the river habitually covered by water at any time of the year for the non-tidal portion.

SD/-  
K.V. RAO, Jt. Secy.