

Addendum / Corrigendum No. X dated 16.02.2024.

Tender Ref No. SMPK/MRN/SDDS/GBL/MDRG/HAL/III of August 2023 floated for “Maintenance Dredging in Hooghly Estuary” in the Shipping Channel of Syama Prasad Mookerjee Port, Kolkata.

1. Pursuant to pre-bid consultation held on 19.09.2023 the “Tender Document” uploaded on 31.08.2023 is hereby replaced by **“Amended Tender Document”** Ref. No. SMPK/MRN/SDDS/GBL/MDRG/HAL/III dated 16.02.2024.
2. All the Attachments, Annexures and Appendixes except for **Attachment-A & B** are uploaded afresh. Only Attachment-A & B uploaded on 31.08.2023 will remain unchanged.
3. The BOQ uploaded on 31.08.2023 will also remain unchanged.
4. The new timelines are as follows:
 - a. **Last date of submission of Bid: 18.03.2024 up to 1500 hours.**
 - b. **Opening of Techno-commercial Bid: 15.30 hours 19.03.2024.**
 - c. There will be no further pre-bid consultation. However, queries/clarification, if any, is to be forwarded to the Tender Authority positively by **12.00 hours on 27.02.2024**. No query will be entertained after the due time and date.

Director
Marine Department



Syama Prasad Mookerjee Port, Kolkata.

श्यामाप्रसादमुखर्जीपोर्ट, कोलकाता

GLOBAL TENDER

AMENDED TENDER DOCUMENT

FOR

MAINTENANCE DREDGING IN HOOGHLY ESTUARY IN THE SHIPPING CHANNEL
OF SYAMA PRASAD MOOKERJEE PORT, KOLKATA

Tender Ref. No. SMPK/MRN/SDDS/GBL/MDRG/HAL/III of 16.02.2024

PART-1

(TECHNICAL & COMMERCIAL BID)

**Syama Prasad Mookerjee Port, Kolkata (TENDER AUTHORITY)
15, Strand Road
Kolkata-700001**

A. NOTICE INVITING E-TENDER

Tender Ref. No: <i>SMPK/MRN/SDDS/GBL/MDRG/HAL/III of August 2023.</i>	Dated: 16.02.2024
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Syama Prasad Mookerjee Port, Kolkata (“Tender Authority”) intends to engage a Contractor for carrying out maintenance dredging in the Hooghly Estuary primarily in the shipping channel leading to Haldia Dock Complex for a period of 5 (five) years from the Work Commencement Date (“Tender Period”).

Bid document may be downloaded from <https://kopt.enivida.in>.
<https://www.smporkolkata.shipping.gov.in>. Corrigenda / addendum(s) or clarifications, if any, shall be hosted on the above-mentioned website only.

SCHEDULE OF TENDER (SOT)

(i)	Tender Number	<i>SMPK /MRN/SDDS/GBL/MDRG/HAL/III Dated 16.02.2024.</i>
(ii)	Tender e-Publishing date	-
(iii)	Document download start date	-
(iv)	Date of submission of pre-bid queries, if any	27.02.2024 by 1200 hrs.
(v)	Pre-bid meeting	-
(vi)	Bid Submission Start Date	27.02.2024 at 1100 hrs
(vii)	Bid Submission Last Date	18.03.2024 up to 1500 hrs
(viii)	Techno-Commercial Bid Opening date	19.03.2024 at 1530 hrs
(ix)	Price Bid Opening date	To be intimated later
(x)	Earnest Money Deposit (EMD)	INR 3,76,60,000/- (Indian Rupees Three Crores Seventy Six Lakhs Sixty Thousand only) to be paid in the manner specified in Clause 8.0 Payment of the entire EMD (or part thereof in the manner specified in Clause 8.0) must be made by RTGS / NEFT directly to the following designated bank account of the Tender Authority: Name of Bank & Branch: Punjab National Bank, Haldia Dock Complex Branch. Name as appearing with the Bank: Syama Mookerjee Port, Kolkata, Haldia Dock Complex Account Type: Current Account No.: 1604050000310 IFS Code: PUNB0160420.

		<p>Bidders must ensure that the remitting bank positively enters their name (and in case of a Consortium Bidder, the name of the Lead Member) and the Tender Reference No. in the 'Sender to Receiver' column at the time of making payment of EMD by RTGS / NEFT.</p> <p>Details of EMD remitted should be disclosed by the Bidder / Lead Member in the following manner:</p> <p>a. Name of the Bidder/ Lead Member: b. Tender No: c. Amount remitted: d. Date of remittance: e. U.T.R No.: f. Details of EMD Bank Guarantee:</p>
(xi)	Bid Document fee.	<p>INR 23,600/- including 18% GST to be paid to the Tender Authority separately by RTGS / NEFT along with their Bid Documents directly to the following designated bank account of the Tender Authority:</p> <p>Name of Bank & Branch: Punjab National Bank, Haldia Dock Complex Branch.</p> <p>Name as appearing in Bank's records: Syama Mookerjee Port, Kolkata, Haldia Dock Complex</p> <p>Account Type: Current</p> <p>Account No.: 1604050000310</p> <p>IFS Code: PUNB0160420.</p> <p>Bidders must ensure that the remitting bank positively enters their name (and in case of a Consortium Bidder, the name of the Lead Member) and the Tender Reference No. in the 'Sender to Receiver' column at the time of making payment of Bid Document Fee by RTGS / NEFT. Details of Bid Document Fee remitted should be disclosed by the Bidder in the following manner:</p> <p>a. Name of Bidder/ Lead Member: b. Tender No: c. Amount remitted: d. Date of Remittance:</p>

		e. U.T.R No.
(xii)	Performance Security	10% (ten percent) of the average Annual Evaluated Contract Value to be paid in accordance with Clause 9.0 of this Tender Document.

B. SPECIAL INSTRUCTIONS TO BIDDERS.

1.1 Bidders

1. The following types of entities fulfilling the Pre-Qualification Criteria shall be eligible to participate as Bidders/ Consortium Bidders under this Tender Document (hereinafter “**Bidders**”):

- (i) A proprietorship firm owned / operated / managed exclusively by an Indian national domiciled in India;
- (ii) A partnership firm duly registered under The Indian Partnership Act, 1932; Provided if such partnership firm has foreign partners, such foreign partners shall additionally fulfill the criteria mentioned in (v) below, to the extent applicable;
- (iii) A limited liability partnership incorporated under The Limited Liability Partnership Act, 2008; Provided if such limited liability partnership has foreign partners, such foreign partners shall additionally fulfill the criteria mentioned in (v) below, to the extent applicable;
- (iv) A company within the meaning of Companies Act, 2013; Provided if such company has foreign shareholders, such foreign shareholders shall additionally fulfill the criteria mentioned in (v) below, to the extent applicable (except in cases where foreign shareholders are classified / disclosed as ‘public shareholders’ of such company);
- (v) A foreign entity who (i) is a juristic entity under its law of incorporation; (ii) has not been incorporated in a country sharing land border with India; (iii) does not have individual promoters or ultimate beneficial owners holding citizenship in a country sharing land border with India; (iv) does not have any juristic shareholder or any holding company or any subsidiary company or associate company or any related party incorporated in a country sharing land border with India; (v) has not been subject to any form of proceedings (including investigations) involving bid rigging under any law in a jurisdiction outside India; (vi) does not have promoters or persons in management or control of such foreign entity or its holding company or its subsidiary company(ies) or its associate company (ies) or its related party(ies) subject to any ineligibility, corresponding to 2.4 and 2.5 on Pages 14 and 14 in the Tender Document under any law in a jurisdiction outside India.

An eligible foreign entity participating as a Bidder or as a member of a Consortium Bidder shall ensure that necessary documents including any power of attorney issued in favour of a Lead Member or an authorized representative or signatory of such foreign entity,

is duly apostilled by an appropriate authority and requirement of payment of adequate stamp duty under the Indian Stamp Act, 1899 is duly fulfilled.

Where a Bidder or a member of a Consortium Bidder is an eligible foreign entity in terms of (v) above and is controlled by persons resident outside India, then the eligibility and Award of the Tender to such Bidder shall be subject to approval of the competent authority from national security and public interest perspective as per the instructions of the Government of India applicable at such time. The decision of the Tender Authority in this regard shall be final and conclusive and binding on such Bidder.

Where the Tender Authority upon consultation with the competent authority (under the instructions of the Government of India) is of the reasonable opinion that an eligible foreign entity whether as a direct Bidder or as a member of a Consortium Bidder declared to be the Contractor is required to open a project office or branch office near the Site for better coordination and liaison of the Works, such decision of the Tender Authority in this behalf shall be final and conclusive and binding and the foreign entity shall take all steps necessary including obtaining necessary clearances, permissions and approvals for opening of the project office or branch office. Failure to comply with the same shall be construed to be non-responsive to the Tender Documents.

With respect to a foreign owned and controlled company (incorporated under the Companies Act, 2013) directly bidding in the Tender or as a member of a Consortium Bidder (“FOCE”) the persons owning and controlling such FOCE shall undertake (i) to keep such FOCE, as the case may be, fully sponsored and financed (without any recourse to the Tender Authority), till the completion of the Works; (ii) to issue necessary guarantees and comfort letters in connection with the Works for and on behalf of the FOCE (if required by or under the instructions of the Tender Authority); (iii) to not cause change in control of the FOCE; (iv) subject to prior approval of the Tender Authority, directly provide necessary technical support in connection with the Works; (v) to keep the Tender Authority indemnified at all times, from any and all Losses arising out of and in connection with the FOCE’s performance (or any breach thereto) under the Tender Documents or for breach of representations and warranties (implied and expressed) given to the Tender Authority under the Bid Documents; (vi) assume all liabilities of the FOCE, arising out of and in connection with the termination of the Award.

2. For Consortium Bidder(s):(i) all the constituent members of a Consortium Bidder must fall under any of the categories stated in sub-clause(i)to sub-clause (v)above; (ii) where a Consortium Bidder is declared to be the L1 Bidder, members of such Consortium Bidder must incorporate a joint venture entity or a special purpose vehicle, either as a limited liability partnership under The Limited Liability Partnership Act, 2008 or a company within the meaning of Companies Act, 2013,and such joint venture entity / special purpose vehicle shall be the Contractor for the

purposes of the Works; Provided however that the members of such Consortium Bidder shall continue to be jointly and severally liable for the performance of the joint venture entity / special purpose vehicle under the Contract. Non-compliance with the aforesaid instructions shall be construed to be non-responsive acts of such unincorporated Consortium Bidder to the Tender Documents.

3. A Consortium Bidder shall not comprise of more than 3 (three) Bidders out of which the Bidder fulfilling the following requirements shall constitute the Lead Member of the Consortium Bidder:
 - (i) the Bidder shall be principally engaged in the business of capital and maintenance dredging and allied activities;
 - (ii) the Bidder's credentials should contribute towards more than 50% (fifty percent) of the Pre-Qualification Criteria; and

The other members of such Consortium Bidder shall expressly authorize the Lead Member by way of valid and irrevocable power of attorney(s) to submit all necessary documents and undertakings in connection with the participation in the Tender and all such acts of the Lead Member shall be binding on the constituent members of the Consortium Bidder. The Lead Member of the Consortium Bidder shall submit certificates from practicing chartered accountants and/or its statutory auditor (if applicable) to the Tender Authority (as part of the Bid Documents) certifying due compliance of the Lead Member's qualifications, as stated above.

Notwithstanding anything contained herein or any other document, the Lead Member of a Consortium Bidder shall be liable for and responsible to the Tender Authority for all acts of the members of the Consortium Bidder.

4. In case of a Consortium Bidder, the Lead Member's credentials should contribute towards more than 50% (fifty percent) of the Pre-Qualification Criteria and each of the remaining members of a Consortium Bidder shall contribute towards more than 25% (twenty-five percent) of the Pre-Qualification Criteria.
5. Members of a Consortium Bidder shall not be permitted to participate individually or as part of another Consortium Bidder, with respect to this Tender.
6. All the procedures mentioned hereinafter regarding the Bid submission and payment process shall be done by the Lead Member of the Consortium Bidder.
7. There shall not be any change in control (whether directly or indirectly) of any non-individual or juristic entity participating as a member of a Consortium Bidder post submission of the Bid Documents.
8. Each member of a Consortium Bidder, participating in the Tender undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidder(s) with respect to prices, specifications, certifications, subsidiary contracts, submission or non-

submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the Tender process.

9. Any form of bid rigging by any Bidder or any member of a Consortium Bidder including by way bid suppression, complementary bidding, bid rotation, sub-contracting, arrangements with shareholders or ownership interest holders of non-individual and juristic entities, etc. if discovered subsequently, shall result in immediate termination of the Award awarded to such Bidder or Consortium Bidder by the Tender Authority and the Tender Authority shall proceed against such defaulting Bidder or defaulting Consortium Bidder and its constituent members in the manner prescribed under the Tender Document and Applicable Laws.

- 1.1. e-Procurement is the complete process of e-Tendering involving online publication of tenders, inviting online bids, evaluation and award of contract using the system. Bidders may keep a watch of the tenders floated by the Tender Authority at <https://kopt.enivida.in>. The link of the e-procurement portal is also given on the Tender Authority's official portal, i.e., <https://www.smporkolkata.shipping.gov.in>, under the "TENDER" tab.

The instructions given below are meant to assist Bidders with registration on the e-tender portal (eNivida Portal) and submitting their Bid Documents as per this Tender Document. More useful information for submitting online bids on the eNivida Portal may be obtained at: <https://kopt.enivida.in>.

1.2. GUIDELINES FOR REGISTRATION:

1. Bidders are required to enrol on the eNivida Portal(<https://kopt.enivida.in/BidderRegistration/newRegistration>) or click on the link "Online Bidder Enrolment" available on the home page of the eNivida Portal by paying the registration fee of INR 2,000/- (Indian Rupees Two Thousand only) along with applicable GST. Bidders are advised to carefully read the terms and conditions applicable pertaining to such registration as available on <https://kopt.enivida.in>.
2. As part of the enrolment process, Bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register valid email addresses and mobile numbers which shall be used for communication(s) with Bidders.
4. Upon enrolment, Bidders shall be required to register their valid Digital Signature Certificate(Only Class III Certificates with signing with encryption key usage) issued by any 'Certifying Authority' recognized by the Controller of Certifying Authorities, India (eg. Sify / TCS / nCode / eMudhra etc.) (hereinafter "DSC"), with their account.
5. Bidders should ensure that DSCs registered are valid. Bidders are advised not to share their DSCs with others to prevent misuse.
6. All scanned copies of original documents must be uploaded only in a ".pdf" format on the eNivida Portal.
7. After completion of payment of the registration fees of INR 2,000/-

(Indian Rupees Two Thousand only), Bidders must send their respective acknowledgement copy(ies) to enividahelpdesk@gmail.com for activation of their respective accounts.

8. For Consortium Bidders, the entire process stated hereinabove shall be undertaken by the Lead Member and such Lead Member must have been duly authorised by the other constituent members of the Consortium Bidder to do so.

1.3. SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the eNivida Portal, to facilitate Bidders to search for active tenders by several parameters.
2. Once the Bidders have selected this Tender, the Bidder shall be required to pay a one-time non-refundable processing fee by RTGS/ NEFT/ Pre-Paid Cards/ Debit Cards / Credit Cards and thereafter the required documents and schedules including this Tender Document shall become available for download by the Bidder (or the Lead Member in case of Consortium Bidder). Once the Bidder has paid such processing fees, this Tender Document will reflect in the 'requested' tab of their respective account in the eNivida Portal. The eNivida Portal shall intimate Bidders through SMS / e-mail in case there is any corrigenda / addenda published to this Tender Document.

1.4. PREPARATION OF BIDS

1. Any corrigendum or addendum or notice issued in respect of the Tender Document shall be an integral part of the Tender Document and the Bidder should take into account any such corrigendum or addendum or notice issued by the Tender Authority before submitting their Bid Documents.
2. Bidders are advised to thoroughly and carefully go through the Tender Document to understand the documents required to be submitted as part of the Bid Documents.
3. All Bid Documents should be colour scanned at minimum 200 (two hundred) dpi and legible scanned copies of the Bid Documents should be uploaded on the eNivida Portal. Submission of illegible documents shall be considered to be non-responsive to the Tender Document, thereby entitling the Tender Authority to reject such Bids.
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, GST Certificates, Audited Financial Statements/ Annual Reports, Certificates issued by Chartered Accountants or Statutory Auditors etc.) on the eNivida Portal has been provided to the Bidders. Bidders may use the "My Documents" tab on the eNivida Portal to upload such documents by clicking on the "New" tab. Such documents may be directly submitted from the "My Documents" tab while submitting the Bid Documents. This will lead to a reduction in the time required for the submission of the Bid Documents.

5. For Consortium Bidders, the entire process stated hereinabove shall be undertaken by the Lead Member and such Lead Member must have been duly authorised by the other constituent members of the Consortium Bidder to do so.

1.5. SUBMISSION OF BIDS.

1. Bidders are advised to log onto the eNivida Portal well in advance and familiarize themselves with the process of uploading the Bid Documents and submission of the same. All Bid Documents must be uploaded and submitted on or before the last date and time for submission of such Bid Documents. The Tender Authority may, in its sole discretion, extend the time for submission of Bid Documents in the event of any technical glitches with the eNivida Portal. All Bid Documents submitted after the last date and time for submission of such Bid Documents shall be liable to be rejected by the Tender Authority for being non-responsive to the Tender Document.
2. The Bidder has to digitally sign and upload the required Bid Documents in the manner indicated in the Tender Document.
3. Bidders must select the “e-payment” tab as the payment option to pay the Tender Document Fee and/or the EMD, as stipulated in the Tender Document and furnish the details of payment (and/or the instrument, if paid by way of an instrument) to the Tender Authority.
4. For Bank Guarantees to be issued under this Tender Document, each Bidder should prepare such Bank Guarantee as per the instructions specified in the Tender Document. All payments by Bidders under this Tender Document which are payable by way of a cheque or demand draft shall only be acknowledged as paid after such cheque or demand draft has been duly encashed by the Tender Authority. Submission of invalid payment instruments to the Tender Authority shall entitle the Tender Authority to reject such defaulting Bidder.
5. Bidders must ensure that original copies of the EMD Bank Guarantee must be delivered to the concerned officials of the Tender Authority prior to opening of the Techno-Commercial Bid..In case of non-receipt of the EMD Bank Guarantee in original before the stipulated time, the uploaded bid will be rejected.
6. Bidders must submit their financial bids (Price Bid) in the format provided under this Tender Document. If the Price Bid format has been given as a standard BOQ format with the Tender Document, then the same should be downloaded and only the white colour (unprotected) cells should be filled by the Bidder with their respective financial quotes and other details (such as name of the Bidder). Any changes / modifications to the Price Bid format other than the changes permitted above (including changing the name of the file or any changes in other cells of the file) shall be considered to be non-responsive to this Tender Document and such Bids shall be liable to be rejected by the Tender Authority.
7. The server time on the eNivida Portal shall be considered as the standard time for reference to the deadlines for submission of the Bid Documents

by the Bidders, opening of Bids, etc.

8. Bidders should note that any Bid Documents uploaded by them on the eNivida Portal shall be accessible to the Tender Authority only on the scheduled date and time for opening of such Bid Documents.
9. Upon the successful and timely submission of the Bid Documents, Bidders must click the button marked "Complete"(i.e., after Clicking "Submit" in the eNivida Portal). Thereafter, the eNivida Portal will provide the Bidder with a submission acknowledgement and a bid summary displaying the unique ID and date and time of submission of the Bid Documents with all other relevant details.
10. Bidders are advised to print and safely keep the bid summary and submission acknowledgement generated by the eNivida Portal which may be used as an entry pass for any bid opening meetings.
11. For Consortium Bidders, the process stated hereinabove shall be undertaken by the Lead Member, and such Lead Member must have been duly authorised by the other constituent members of the Consortium Bidder to do so.

1.6. For any clarification / issues 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 Authority.
2. Any queries relating to the process of online submission of Bid Documents or queries relating to eNivida Portal in general may be directed to the Helpdesk Support of the eNivida Portal.

Please feel free to contact eNivida 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/

Contact Persons of Tender Authority

1. Capt. Ajay Kr. Choudhary, Dy. Superintendent, Dredger & Despatch Service.
Phone: 9836298696
E-mail: dysdds@kolkataporttrust.gov.in.
2. Capt. Abhijit Ghosh, Director, Marine Department,
Phone: 9836298699,
E-mail: dmd@kolkataporttrust.gov.in

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1.0 TENDER NOTICE

Tender No: *SMPK/MRN/SDDS/GBL/MDRG/HAL/III*

Dated: 16.02.2024

Syama Prasad Mookerjee Port, Kolkata (TENDER AUTHORITY) intends to engage a Contractor for carrying out maintenance dredging in Hooghly Estuary primarily in the shipping channel leading to Haldia Dock Complex for a period of 5 (five) years from the Work Commencement Date.

ESTIMATED VALUE OF THE TENDER IS INDIAN RUPEES (INR) 1833 CRORE FOR FIVE YEARS.

PERIOD OF CONTRACT: FIVE YEARS FROM THE WORK COMMENCEMENT DATE.

Pre-Qualification Criteria has been fixed on the Annual Estimated Tender Value (1/5th of total estimated value) being INR 366,60,00,000/- (Indian Rupees Three Hundred and Sixty Six Crores Sixty Lakhs only).

2.0 PRE-QUALIFICATION CRITERIA

2.1 The Bidders shall have to fulfil the pre-qualification criteria as set forth hereinafter (“**Pre-Qualification Criteria**”). For Consortium Bidders, the Lead Member’s credentials should contribute towards more than 50% (fifty percent) of the Pre-Qualification Criteria and each of the remaining members of a Consortium Bidder shall contribute towards more than 25% (twenty-five percent) of the Pre-Qualification Criteria. The Pre-Qualification Criteria is as follows:

(i) Experience of having successfully completed similar works during the last 7 years ending **31st August 2023**, should be either of the following:

a) Three similar completed works, each work costing not less than the amount equal to **INR 146.64 Crore** or equivalent /executed quantity not less than **3.96 Million Cubic Metre**.

OR

b) Two similar completed works, each work costing not less than the amount equal to **INR 183.3 Crore** or equivalent /executed quantity not less than **4.95 Million Cubic Metre**.

OR

c) One similar completed work, work costing not less than the amount equal to **INR 293.28 Crore** or equivalent /executed quantity not less than **7.92million Cubic Metre**.

- (ii) The average annual financial turnover during the last 3 years ending **March 2023** should be at least **INR 109.98 Crore** or equivalent.

Explanation I: Similar work shall mean experience of carrying out capital dredging and/or maintenance dredging works.

Explanation II: Work experience as a sub-contractor shall be considered as the requisite qualification only if same was awarded in consonance with the principal employer.

2.2 Price preference shall be given to Indian Dredging Companies as per guidelines of Govt. of India. Details are at Clause 57.0.

2.3 Fulfilment of the Pre-Qualification Criteria by Bidder(s) / Consortium Bidder(s) must be adequately supported by appropriate documents such as work order(s), performance certificate(s) from clients audited financials for immediately preceding 3 (three) financial years, management certified unaudited financials for the period between the last date of audited financial statements till 30 August 2023.

2.4 A Bidder or any member of a Consortium Bidder must not have 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 have 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 of such contract by such Bidder or any member of a Consortium Bidder.

2.5 A Bidder or any member of a Consortium Bidder must not have been subject or be currently subject to any proceedings under anti-corruption laws, anti-dumping laws, trade laws or sanction laws and/or have been involved in (or be currently involved in) proceedings pertaining to bid rigging and cartelisation, under any jurisdiction.

2.6 Each Bidder must provide the documents mentioned herein below as part of the Bid Documents. In case of Consortium Bidder(s), the Lead Member shall ensure that each constituent member of the Consortium Bidder provides the following documents as part of the Bid Documents:

- a) Relevant authorisations such as resolution of the Board of Directors and/ or shareholders and/ or partners, clearances from Governmental and Regulatory Authorities, etc.
- b) For foreign owned and controlled Bidder(s) directly bidding in the Tender or in case of Consortium Bidders, where a FOCE is a member of such Consortium Bidder, an undertaking shall have to be provided in favour of the Tender Authority by the persons or entities controlling such Bidder(s) or the FOCE, as the case may be, whereby the persons or entities controlling such Bidder(s) or the FOCE, as the case may be, shall undertake (i) to keep such Bidder or FOCE, as the case may be, fully sponsored and financed (without any recourse to the Tender Authority), till the completion of the Works; (ii) to issue necessary

guarantees and comfort letters in connection with the Works; (iii) to not cause change in control of the Bidder or the FOCE, as the case may be post the submission of the Bid Documents; (iv) subject to prior approval of the Tender Authority, directly provide necessary technical support to the Bidder or the FOCE, as the case may be, in connection with the Works; (v) to keep the Tender Authority indemnified at all times, from any and all Losses arising out of and in connection with the Bidder or FOCE's performance (or any breach thereto) under the Tender Documents or for breach of representations and warranties (implied and expressed) given to the Tender Authority under the Bid Documents; and (vi) assume all liabilities of the Bidder or the FOCE, as the case may be, arising out of and in connection with the termination of the Award.

- c) Foreign owned and controlled Bidder(s) directly bidding in the Tender or in case of Consortium Bidders, where a FOCE is a member, the persons or entities controlling such Bidder(s) or the FOCE, as the case may be, shall provide their respective constitutional documents, certificate(s) of incorporation, corporate structure, list of holding company(s), subsidiaries, associates, joint ventures, related parties, list of shareholders, current list of directors and partners, list of entities in which such director or partners are directors or partners or hold more than 10% shareholding or ownership interest, , list of audited financials for immediately preceding 3 (three) financial years, management certified unaudited financials for the period between the last date of audited financial statements till 30 August 2023.
- d) Foreign owned and controlled Bidder(s) directly bidding in the Tender or in case of Consortium Bidders, where a FOCE is a member, the persons or entities controlling such Bidder(s) or the FOCE, as the case may be, shall provide affidavits certifying fulfilment of additional eligibility criteria as stated in Para 1.1, Sub-Para (1), clause (v) [Ref: *SPECIAL INSTRUCTION TO BIDDERS*] on Page 4 hereinabove.
- e) All Bidders and where foreign owned and controlled Bidder(s) are directly bidding in the Tender or in case of Consortium Bidders, where a FOCE is a member, the persons or entities controlling such Bidder(s) or the FOCE, as the case may be, shall produce relevant certificates, duly certified by independent chartered accountants or a firm of chartered accountants, showing adequacy of available funds to finance the implementation of the Works.
- f) In case of Consortium Bidders (i) the Lead Member shall certify by way of an affidavit in favour of the Tender Authority, (a) that the Lead Member has verified all the credentials and Pre-Qualification Criteria of each of the members to the Consortium Bidder and that none of the members to the Consortium Bidder (including the Lead Member itself) does not suffer from any form of ineligibility and that there are no restrictions under the Applicable Laws; (b) that no prior approvals or clearances will be required from Governmental and Regulatory Authorities to fund the implementation of the Works; (c) that the members shall not enter into any agreement or contract amongst

themselves, other than the consortium agreement or the joint venture agreement or any other agreement (by whatever name called) to be submitted to the Tender Authority (setting out the manner and mode of implementation of the Works and the revenue sharing between the members of the Consortium); and (ii) the Lead Member shall also submit a statement of inter-se allocation of work and responsibilities between the members to the Consortium Bidder vis-à-vis the Works, a statement of overlapping responsibilities and work, a list indicating the extent of third party dependency and a list of sub-contractors proposed to be engaged by the Consortium Bidder.

3.0 Security Clearance.

3.1 Prequalification of Bidders is subject to necessary security clearances from the Government of India. Bids received from any Bidder may be summarily rejected on the consideration of national of security interest without any intimation thereof to the Bidder. The Bidder shall have to submit details as at **Appendix-I** along with the Bid Documents for the purpose of obtaining security clearance from the Government of India. Any decision of the Government of India through the concerned authority/ nodal office to a Bidder shall be final and binding in all respects.

3.2 Security clearance accorded to the dredging companies would be valid for 5 (five) years for a particular port. As such, any security clearance obtained by a Bidder (as a dredging company) for a different port or project shall not be submitted with the Bid Documents to this Tender.

3.3 During this period, any Bidder and in cases of Consortium Bidder, the Lead Member shall ensure that any member of a Consortium Bidder, shall communicate to the Ministry of Shipping, Government of India, any information regarding:

a) **Any change in management control of the Bidder or member of a Consortium Bidder**

In such cases, fresh security clearance shall be obtained. The Bidder will be bound to communicate the information on changes in management control to the Ministry of Shipping, Government of India within two weeks and any lapse can result in withdrawing the security clearance already granted. This information will be communicated to the security agencies by the Ministry of Shipping, Government of India within one month of the change take place for seeking fresh security clearance.

b) **Change of more than 10% shareholding of any Bidder or member of a Consortium Bidder.**

In such cases, the Bidder will be bound to communicate information on changes in shareholding of the Bidder to the Ministry of Shipping, Government of India within two weeks and any lapse can result in withdrawing the security clearance already granted.

This information will be communicated to the security agencies by the Ministry of Shipping, Government of India within one month of the change taking place. In case, as a result of any change in the shareholding of the Bidder, if any security concern is raised in the course of enquiry, the Ministry of Shipping, Government of India would immediately take necessary action on the findings.

c) **Any change in equipment or vessel involving foreign origin.**

Approval for any change in equipment or vessel involving foreign origin and clearance for engagement of foreign personnel will be obtained from all security agencies. In this regard, Ministry of Shipping, Government of India would share all such information with the Ministry of Home Affairs (**MHA**), Ministry of Defence (**MoD**) and Ministry of External Affairs (**MEA**).

4.0 TENDER AUTHORITY:

Director, Marine Department

Syama Prasad Mookerjee, Port, 15, Strand Road, Kolkata-700 001

Phone: 033-2230-3451-Extn: 375, Telefax: -033-2231-0105

Fax No: 033-2230-4901

E-mail: dmd@kolkataporttrust.gov.in

Website: www.smporkolkata.shipping.gov.in.

The Chairman of the Tender Authority reserves the right to change the Engineer or the Reporting Entity of the Contractor.

5.0 OTHER INSTRUCTIONS

- 5.1 Save as expressly provided otherwise, Bid Documents shall be submitted online on the eNivida Portal only. During the Award of the Tender to the Contractor, the Tender Authority shall call upon original copies of the Bid Documents to be submitted by the Contractor. However, payments to be made under the Tender Document by way of bank guarantees in favour of the Tender Authority shall have to be submitted in original before the scheduled last date of submission of Bid Documents.
- 5.2 Bid Documents should be submitted within the specified date and time as specified in this Tender Document. Any Bid Documents submitted after the specified date and time shall not be considered as valid submissions and will be outrightly rejected. The last date of submission of the Bid Documents will not be extended, unless any extension is officially notified as an Addendum/ Corrigendum to this Tender Document.
- 5.3 Mere issuance and/or downloading of Tender Document and/or submission of Bid Documents to the Tender and/or payment of fees towards downloading of the Tender Document shall not be construed in any manner whatsoever, that a particular Bidder will be automatically considered qualified. Qualifications of the Bidders will be reviewed only at the time of evaluation of Bids submitted. However, every Bidder (and the Lead Member in case of Consortium Bidder) should consider the fulfilment of Pre-Qualification Criteria before submission of Bids. Any person who does not

fulfil the Pre-Qualification Criteria shall not be considered as a “Bidder” at all.

5.4 The Tender Document is non-transferable and non-assignable by any Bidder. The Tender Document will be available at the office of the Director, Marine Department, 15, Strand Road, Kolkata 700001. The Tender Document may also be downloaded from <https://kopt.enivida.in> and on the Tender Authority’s website. **It is expressly clarified that no Bidder may use/utilise a Tender Document downloaded by a third party to submit their Bid Documents. Bidders must download the Tender Document themselves and submit the Bid Documents themselves and not through third parties.**

5.5 Part-I of Bid Documents constituting the Techno-Commercial Bid will be opened in presence of the authorized representatives of the Bidders present on the scheduled time and date. Part -II, i.e., Price Bid of only those Bidders who have qualified under Part-I of Bid i.e. Techno-Commercial Bid, shall be opened at a later date under intimation to all concerned.

5.6 The Tender Authority reserves the right to reject all the Bids or to accept any Bid in whole or in part without assigning any reason whatsoever.

5.7 Further amendments to the Tender Document, if any, would also appear on the same websites, from which this Tender Document has been downloaded.

6.0 MODE OF SUBMISSION OF BID

6.1 The Bid Documents are to be submitted in two parts, i.e., Part-I & Part-II. Part-I should constitute the Techno-Commercial Bid and Terms and Conditions of Offer and Part-II should constitute only the Price Bid without any deviations and/or conditions.

6.2 Over and above the documents required to satisfy the fulfilment of Pre-Qualification Criteria by a Bidder as stated hereinabove and the documents required as stated along with Part-I of the Bid Documents (Techno-Commercial Bid) shall contain the following documents:

- a) Form of Bid (Format at Annexure-IV)
- b) Brief particulars of the Bidder (Format at Appendix-4).
- c) Constitutional documents of the Bidder, including certificate of incorporation (if any and if applicable).
- d) Corporate structure of the Bidder (if applicable).
- e) List of holding company(s), subsidiaries, associates, joint ventures and related parties (if applicable).
- f) List of shareholders, current list of directors and partners of the Bidder (as applicable).
- g) List of entities in which such director or partners are directors or partners or hold more than 10% shareholding or ownership interest.

- h) Filled up form containing details of financial capability of the Bidder (Format at **Appendix-6**).
- i) Copies of the Audited Financial Statements for the preceding 3 (three) financial years.
- j) Management certified unaudited financials for the period between the last date of audited financial statements till such date, which is a month prior to the scheduled last bid submission date.
- k) Filled up form containing details of technical capability of the Bidder (Format at **Appendix-5**).
- l) Copy of the document relating to details of similar works previously carried out by the Bidder with value and period of each work.
- m) Copies of Performance Certificates of previous works carried out.
- n) Photocopy of the Treasury Receipt (TR)/ Transaction Report of the Tender Fee and EMD.
- o) Complete and signed EMD Bank Guarantee (if applicable) (Format at **Annexure-VI**)
- p) A separate letter addressed to Director, Marine Department confirming that the Bidder has unconditionally accepted all terms and conditions of the Tender Document.
- q) Details of Supervision and Liaison set up planned to be used for supervision and co-ordination of work.
- r) Signed blank copy of Price Bid format.
- s) Form of Tender duly filled in Bidder's Letter Head (Format in GCC).
- t) A declaration that the Bidder or any member of a consortium, has not been debarred / de-listed by any Govt. / Quasi-Govt. / Public Sector Undertakings.
- u) Complete and signed copy of the enclosed 'Integrity Pact' (Format at **Annexure-I**).
- v) Completed formats assigned for Security Clearance from Government of India (Format at **Appendix-1**).
- w) Completed relevant formats in case of Consortium Bidders (Formats at **Appendices-3, 7**).
- x) An undertaking to the effect that a consortium of Bidders, if selected as the successful bidder, shall incorporate a special purpose vehicle.
- y) Authentic documents relating to registration under GST Authority and ESI Authority as applicable.

- z) Copy of the Current Trade Licenses as applicable.
 - aa) Copy of licenses obtained under The Contract Labour (Regulation & Abolition) Act, 1970 as “principal employer” as applicable.
 - bb) Copy of Provident Fund Registration Certificate as applicable.
 - cc) A declaration/ undertaking to the effect that the Bidder shall not be associated with any other bidding firms or companies.
 - dd) Power of Attorney (along with Board Resolutions authorising the execution of such Power of Attorney), as the case may be, in connection with signing the Bid Documents (Format at **Appendix-2**).
 - ee) Duly executed covering letter (Format at **Appendix-8**).
 - ff) All form and formats duly filled in as given as Annexures and Appendices to this Tender Document, not specified above.
 - gg) Any other document, certificate, undertaking, not explicitly mentioned above but referred elsewhere in the Tender Document.
- 6.3 The Bidder shall submit the Bid Documents as per the check list above (Clause-6.2) at the time of online submission of the Bid Documents. However, the Bids will be summarily rejected without any reference to the Bidder if the documents relating to fulfilment of Pre-Qualification Criteria and the documents required hereinabove are not submitted as part of the Bid Documents.
- 6.4 THE DOCUMENTS UPLOADED BY BIDDER(S) WILL BE SCRUTINISED. IN CASE ANY OF THE INFORMATION FURNISHED BY A BIDDER IS FOUND TO BE FALSE OR MISLEADING, THE EMD OF SUCH BIDDER(S) WILL BE FORFEITED. THE TENDER AUTHORITY, SHALL IN SUCH CASES, HAVE THE RIGHT TO TAKE PUNITIVE ACTION AGAINST SUCH BIDDERS INCLUDING DEBARRING AND BLACKLISTING SUCH BIDDERS FROM PARTICIPATING IN FUTURE TENDERS ISSUED BY THE TENDER AUTHORITY.
- 6.5 The Bidders are required to submit experience of having successfully completed similar works in INR (Indian Rupees) only. Where the Bidder has received consideration in a foreign currency for similar works, details of which need to be submitted to fulfil the Pre-Qualification Criteria shall be converted into INR (Indian Rupees) for ease of reference of the Tender Authority. For conversion into INR (Indian Rupees), the conversion rates available on the website of the Reserve Bank of India at the end of the day prior to the submission of Bid Documents shall have to be adopted. Provided the reference date falls on a non-working day or public holiday, the rates as on the last working/ business day prior to submission of the Bid Documents shall be adopted.
- 6.6 Part-II (Price Bid) shall be submitted as per the enclosed format without any conditions or deviations.

7.0 INSTRUCTIONSTO BIDDERS

- 7.1 Bidders shall have to strictly comply with the requirements under the Tender Document. Any waiver, if required, by a Bidder shall have to be submitted in writing to the Tender Authority, at least a fortnight prior to the scheduled last date of submission of Bid Documents. Waivers, if any, to be granted by the Tender Authority shall be expressly granted in writing by the Tender Authority at its sole discretion. If the Tender Authority does not issue any waiver in writing to a Bidder who has requested for a waiver of fulfilment of a certain term or condition contained in the Tender Document, it shall not be construed in any manner whatsoever that a waiver has been granted by the Tender Authority unless such waiver is in writing. No requests for waiver in terms of Scope of Work or Pre-Qualification Criteria shall be entertained by the Tender Authority and Bidders should refrain from making such requests. The Tender Authority reserves the right to extend any waiver granted to a certain Bidder to the other Bidders by uploading the same on the web-portal of the Tender Authority.
- 7.2 The Tender Document downloaded by a Bidder is non- transferable and non-assignable. A Bidder shall submit Bid Documents, either individually as a Bidder or as the Lead Member of a Consortium Bidder. Any Bidder or any member Bidder of a Consortium Bidder, whose Bid has been rejected shall not be permitted to be a sub-contractor of or be connected with the Contractor, in any manner whatsoever, with respect to the Works. If any such Bidder whose Bid had been rejected by the Tender Authority is eventually discovered to have participated in the Works in any manner whatsoever, the Tender Authority shall in such cases cancel/ revoke the Award and the Tender Authority shall have the right to take punitive action against such Bidders and the Contractor including debarring and blacklisting such Bidders and the Contractor from participating in future tenders issued by the Tender Authority.
- 7.3 The Tender Authority will not be responsible in any manner whatsoever towards the costs or expenses incurred by a Bidder in connection with the preparation and submission of Bid Documents or for any other expenses incurred in connection herewith.
- 7.4 Non-compliance with the terms and conditions contained in the Tender Document will invalidate the submission of the Bid Documents vis-à-vis a non-compliant Bidder. Clarifications, if any, required on any specific issue shall duly notified in writing to the officials named in the Tender Document and within the specified timelines. Such queries/ clarificatory session will be taken up at the Pre-Bid Meeting on the scheduled date and time of Pre-Bid Meeting. All the queries/ clarifications required by Bidders shall be recorded in writing along with the Tender Authority's response(s) thereto and the same shall be posted/ uploaded on the same websites hosting the Tender Document. All concerned officers and representatives of the participating Bidders shall carry the necessary documents evidencing due authorisation in their favour by the respective Bidders.
- 7.5 No other form of correspondence, other than in the manner stated herein, shall be considered by the Tender Authority in respect of the Tender Document or the submission process of the Bid Documents.

- 7.6 Canvassing in any form by a Bidder (or any member of a Consortium Bidder) or by any other agency acting on behalf of the Bidder (or any member of a Consortium Bidder) after submission of the Bid Documents will disqualify the said Bidder (or all of the members of the said Consortium Bidder). The Tender Authority reserves the right to reject, accept or prefer any Bid without assigning any reason whatsoever.
- 7.7 Bid Documents shall be submitted either by an eligible Bidder directly or by the Lead Member of a Consortium Bidder.
- 7.8 Till the Award is formally issued to the Contractor, the Tender Authority shall not be liable in any manner towards the Bidder who has been declared to be the Contractor. Mere issuance of a letter of intent to a Bidder who has been declared to be the Contractor will not make such Bidder 'the Contractor' unless the relevant terms and conditions mentioned in the letter of intent and this Tender Document have been duly fulfilled to the satisfaction of the Tender Authority and within the timelines stipulated therein.
- 7.9 In the event, the specified date(s) for the Pre-Bid Meeting or any bid opening happens to fall on a day, which has been suddenly declared to be a holiday by a Governmental Authority, the specified date(s) for such Pre-Bid Meeting or bid opening shall automatically (*and without any obligation on the Tender Authority to inform to the Bidders at large, whether by way of a notice or addendum or corrigendum or otherwise*) stand adjourned postponed to the next available working day.
- 7.10 The General Conditions of Contract (GCC) of the Tender Authority shall be applicable to the Tender Document and the Contract, wherever relevant. The GCC is available for download from the Tender Authority's web portal i.e., <https://www.smporkolkata.shipping.gov.in>. under 'Home page - Rules and Regulations- Non-service Regulations.'
- 7.11 The Bidders acknowledge that the Tender Document is the exclusive property of the Tender Authority, and no other person shall have the right to modify/ amend/ alter the terms and conditions of the Tender Document other than the Tender Authority itself. The terms and conditions of the Tender Document are to be complied with by the Bidders to the satisfaction of the Tender Authority in respect of the submission of the Bid Documents, failing which, such Bids will be liable to summarily rejected or cancelled by the Tender Authority.

8.0 EARNEST MONEY DEPOSIT

- 8.1 The Bidders (and in the case of Consortium Bidders, the Lead Member of the Consortium Bidder) shall be required to deposit an 'Earnest Money Deposit' ("EMD") of INR 3,76,60,000/- (**Indian Rupees Three Crore Seventy Six Lakhs Sixty Thousand only**) to "Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex" through RTGS/NEFT. Alternatively, an amount of INR 10,00,000/- (Indian Rupees Ten Lakh only) shall be paid through RTGS / NEFT and the balance amount of INR 3,66,60,000/- (Indian Rupees Three Crore Sixty Six Lakhs Sixty Thousand only) may be submitted in the form of an irrevocable and unconditional Bank Guarantee ("EMD Bank Guarantee") issued by any Indian nationalized / scheduled bank, having its Branch at Kolkata and the original copy of such EMD Bank Guarantee must

be delivered to the Tender Authority before the closure of the time for submission of Bid Documents. For issuance of EMD Bank Guarantee by branches of banks outside Kolkata/Haldia, the Bidder must ensure that the Bank issuing such EMD Bank Guarantee has an active branch in Kolkata /Haldia, and the Kolkata /Haldia Branch of such Bank shall confirm and stand by for all the commitments under the EMD Bank Guarantee and also entertain claim of Tender Authority, if any. The Bidders agree and acknowledge that any and all disputes arising out of and in connection with EMD Bank Guarantee shall be subject to the exclusive jurisdiction of the Hon'ble High Court at Calcutta. Specimen EMD format is attached at **Annexure-VI**. The EMD Bank Guarantee must remain valid for a minimum period of 6 (six) months from the scheduled date of opening of Part-I of the Bid Documents, i.e., the Techno-Commercial Bid, with a further claim period of 1 (one) month.

- 8.2 Any submission of Bid Documents by any Bidder not accompanied by the payment of the EMD (and submission of the original EMD Bank Guarantee, if applicable) shall be rejected as non-responsive to the Tender Document.
- 8.3 EMD's of unsuccessful / rejected Bidders will be refunded within 30 (thirty) days of opening Part-II of the Bid Documents, i.e., the Price Bid, or revocation/ withdrawal of this Tender Document, whichever is earlier. If Price Bid is opened prior to expiry of 6 (six) months from the last date of submission of Bid Documents, EMD Bank Guarantees of unsuccessful / rejected Bidders will be returned to the respective unsuccessful / rejected Bidders along with the actual EMD deposited with the Tender Authority. Upon declaration of the Contractor, the EMD Bank Guarantee of the successful Bidder shall be retained by the Tender Authority. However, if the Price Bid is opened after the expiry of 6 (six) months from the last date of submission of Bid Documents, the Bidders shall be obligated to extend the tenure of their respective EMD Bank Guarantees by 6 (six) more months. Bidders who have failed to renew their EMD Bank Guarantees shall be outrightly rejected and shall stand disqualified from further participation in this Tender.
- 8.4 Upon successful declaration of the Contractor, the Tender Authority reserves the right to refund the EMD Bank Guarantee submitted by the Contractor along with the Contractor duly remitting the amount of Security Deposit OR the Tender Authority may invoke the EMD Bank Guarantee of the Contractor and adjust the proceeds thereto against Contractor's obligation to pay the Security Deposit. Any shortfall between the Security Deposit required to be paid by the Contractor and the proceeds of invocation of the Contractor's EMD Bank Guarantee shall be made good by the Contractor before any specified date(s). In the event the Contractor refuses to accept the Award of the Tender or is found to have been guilty of participating in unethical and bid rigging practices including cartelization or manipulation of the Tender, the Tender Authority shall have the right to invoke the EMD Bank Guarantee and forfeit the proceeds thereto, without any obligation to grant Award of the Tender in favour of such Contractor. This is without prejudice to the Tender Authority's other rights and contentions under this Tender Document and Applicable Laws.

9.0 SECURITY DEPOSIT

- 9.1 The Contractor will submit a Security Deposit for a sum equivalent to **10%** (ten percent) of the **Annual Evaluated Contract Value i.e. 1/5th of total evaluated value for 5 years as per BOQ rates** in Demand Draft or in the form of unconditional and irrevocable Bank Guarantee as per the enclosed format at **Annexure-II** in favour of the Tender Authority i.e., “**Syama Prasad Mookerjee Port, Kolkata**” from a National/Scheduled Indian Bank with its branch in Kolkata / Haldia (hereinafter “**SD Bank Guarantee**”). In the event of the SD Bank Guarantee being issued by any branch outside Kolkata / Haldia, any Kolkata / Haldia Branch of such Bank must counter guarantee the same and stand by for all commitments under the SD Bank Guarantee and also entertain claim of Tender Authority, if any. The address and code of the concerned Kolkata/ Haldia Branch should be mentioned clearly in the BG for submission of claim for the purpose of invocation. In all cases, any dispute arising out of or in relation to the SD Bank Guarantee shall be subject to the exclusive jurisdiction of The Hon’ble High Court at Calcutta. The SD Bank Guarantee must remain valid for 3 (three) months after the final expiry of the Tender Period. The Security Deposit, after adjustments (if any) in terms of the Tender Document, will be released on or before completion of 3(three) months from the end of the Tender Period.
- 9.2 The Tender Authority shall encash the SD Bank Guarantee in the event that the Contractor fails to commence the Works and/or supply the dredgers and/or commence operations immediately after expiry of Mobilization Period at the order of Engineer or his authorized representative and/or when any amount is to be recovered from the Contractor as penalty or deduction and the Contractor fails to remit such amount within 30 (thirty) days after due notice given to the Bidder in this regard.
- 9.3 The Director, Marine Department shall have the right to ask for the extension of the above referred SD Bank Guarantee till such time the contractual obligations and/or the Works are fulfilled, and the Contractor will be duty bound to extend the same.
- 9.4 After the issuance of ‘Letter of Intent’ by the Tender Authority in favour of the L1 Bidder, the Security Deposit in terms of this **Clause 9.0** will have to be submitted within 15 (fifteen) working days failing which the Tender Authority may, without prejudice to its rights and contentions under the Applicable Laws and this Tender Document, recall / terminate the Letter of Intent issued in favour of the L1 Bidder. Along with the Security Deposit, the L1 Bidder shall be required to duly execute the Contract Agreement (Format at Annexure-3) and submit the original copy of the executed Contract Agreement with the Tender Authority.
- 9.5 In case of failure of the Bidder declared to be the L1 Bidder to deposit the Security Deposit or to execute the Contract Agreement (Format at **Annexure-3**) as per this Clause 9.0, the Tender Authority further reserves the right to declare the L2 Bidder as the Contractor. The Work Order will be issued immediately after receipt of Security Deposit and the executed Contract Agreement by the Tender Authority. The Contractor shall

commence the work within the prescribed Mobilization Period after issuance of 'Letter of Intent' by the Tender Authority in favour of the Contractor.

10.0 INSTRUCTION FOR FILLING THE BIDS

- 10.1 The Bid Documents must be submitted in the name of the Bidder (or the Lead Member) who has given its credentials to download the Tender Document or in whose name the Tender Document(s) have been issued by the Tender Authority.
- 10.2 The Bid Documents and any annotations or accompanying documentation to the same must be in the English language only and in the metric system.
- 10.3 Authorisations in favour of the respective officials or signing authorities of the Bidders and, in case of a Consortium Bidder, in favour of the Lead Member (with further authorisations in favour of the signing authorities of the Lead Member) shall be uploaded along with the Bid Documents in the format(s) specified in the Appendices to the Tender Document. Each of the Bid Documents must be signed by the respective Bidder / Lead Member (unless specified otherwise) along with the exact name of the Bidder to whom the Tender Document has been issued. Every Bid Document must be duly endorsed and stamped by an authorized officer of the Bidder and by an authorised officer of the Lead Member in case of a Consortium Bidder.
- 10.4 Each page of the submitted Bid Documents, including the General Conditions of Contract and amendments, if any, must be signed by a duly authorised officer/ signatory / representative of the Bidder. If any Bidder has affixed common seal of the Bidder, the enabling resolution for usage of such common seal and related authorisation of the users of the common seal shall be uploaded along with the Bid Documents.
- 10.5 The Bidders shall clearly indicate the nature of their legal constitution and the position of the authorised signatory executing and submitting the Bid Documents. Relevant authorisation documents such as power(s) of attorney, board resolutions etc. shall be uploaded as part of the Bid Documents in the format(s) specified in the Appendices to the Tender Document. If it is discovered that the authorised signatory of any Bidder executing and submitting the Bid Documents does not have valid authorisations, the Bid Documents of such Bidder shall be construed to be non-responsive to the Tender Document.
- 10.6 The Bid Documents shall be completed in all respects i.e., signed, stamped, notarised (where necessary), apostilled (where necessary), etc. and shall be submitted together with requisite information and appendices. It shall be complete and free from ambiguity, change or interlineations.
- 10.7 Bidders should indicate their full postal and e-mail address and fax number(s) at the time of submission of the Bid Documents.
- 10.8 The Bidders shall set their quotations in firm numerical figures and without any form of qualification in the Price Bid. Each numerical figure stated should also be repeated in words and in the event of any discrepancy

between the numerical figures stated in figure and words, the amount quoted in words shall be deemed to be the correct amount.

- 10.9 Price Bids containing any sort of qualifications, conditions or deviations from the specified format will be considered as non-responsive to the Tender Document.
- 10.10 The Tender Authority reserves the right to require any Bidder to submit a break-up of the submitted Price Bid with adequate justification for each component of the Price Bid. By downloading this Tender Document and/or agreeing to participate in the Tender, the Bidders agree to provide a break-up of the Price Bid submitted to the Tender Authority at the instance or request of the Tender Authority, failing which the Bid Documents qua such Bidder shall be considered non-responsive to the Tender and shall be liable to rejected.
- 10.11 The Director, Marine Department or any other authorised officer may convene meeting(s) with the Bidders any time prior to the opening of Part 1 of the Bid Documents, i.e., the Techno-Commercial Bid, for removal of doubts and seeking clarifications. The Tender Authority reserves the right to upload minutes of such meetings and make the same publicly available on the same web portals where this Tender Document has been made available. Participation in such meetings by Bidders does not ensure the Award of the Tender in favour of a particular Bidder or Bidders and failure to participate in such meetings by Bidder shall not preclude the Tender Authority from selecting any such Bidder as the Contractor. The decision of the Tender Authority regarding determination of the Contractor shall be final and binding on all the Bidders.
- 10.12 Any correction in the documents forming part of the Bid Documents shall carry or bear the initials of the authorised signatories of the Bidders. Provided that no corrections, replacements, variations, additions, etc. to any of the Bid Documents shall be permitted after the expiry of the time for submission of the Bid Documents unless otherwise permitted by the Tender Authority in its sole discretion.
- 10.13 The Tender Authority reserves the right to accept or reject the Bids received and does not bind itself to accept the lowest Bid (or any Bid for that matter).

11.0 PARTICIPATION AS A CONSORTIUM

- 11.1 In case a Bid is submitted by a consortium of Bidders (“**Consortium Bidder**”), the Lead Member of such Consortium Bidder shall provide (for itself and on behalf of the constituent members) or ensure the following:
 - a) The Lead Member of the Consortium Bidder shall submit certificates from practicing chartered accountants and/or its statutory auditor (if applicable) to the Tender Authority (as part of the Bid Documents) certifying due compliance of the Lead Member’s qualifications, as stated in **Clauses 2.0 and 11.3**;

- b) Each member Bidder of the Consortium Bidder shall also submit certificates from practicing chartered accountants and/or their respective statutory auditor (if applicable) to the Tender Authority (as part of the Bid Documents) certifying due compliance of the respective member Bidder's qualifications.
- c) All joint venture agreements, consortium agreements, technical collaboration agreements, financing agreements, etc. ("**Consortium Bid Documents**") which shall ensure that all member Bidders of the Consortium Bidder shall remain jointly and severally liable for implementation of the Works.
- d) The Consortium Bid Documents shall explicitly set forth the scope and responsibilities of all the members of the Consortium Bidder in terms of financial and technical commitments/contribution.
- e) Each member Bidder of the Consortium Bidder should be responsible to obtain their distinct security clearances from the Government of India and shall be subject to the same set of restrictions as provided therein.
- f) Authorization in favour of the Lead Member of the Consortium Bidder shall be evidenced by a power of attorney duly signed by the members of the Consortium Bidder as per the format enclosed in the Tender Document.
- g) The Consortium Bidder shall constitute a committee which shall be primarily responsible for all liaison activities with the Tender Authority and other regulators during the bidding process and tenure of the Works.
- h) The Consortium Bid Documents and the terms thereof shall remain valid and irrevocable for the entire term of the Works and also for an additional period of one year from completion of the Tender Period.
- i) The members of a Consortium Bidder shall have demonstrated to the satisfaction of the Tender Authority their respective financial soundness and adequacy of equipment, fleet, cash and cash equivalents to perform their respective obligations under the Tender, if awarded.
- j) The members of the Consortium Bidder shall be jointly and severally responsible to obtain all licenses, clearances, registrations, grants, approvals, concessions, permits, etc., in connection with their performances under the Tender and all compliances and obligations under such licenses, clearances, registrations, grants, approvals, concessions, permits, etc., shall also be the jointly and severally responsible of the members of the Consortium Bidder.
- k) The members of the Consortium Bidder shall jointly and severally indemnify and keep indemnified the Tender Authority from any losses arising out of or in connection with their performances under the Tender and/or the Award of the Tender.

- l) The members of the Consortium Bidder shall undertake that no dispute inter se between them shall cause any stoppage or cessation of work under the Tender, if awarded. In case of recurring disputes between the members of the Consortium Bidder resulting in delay in timelines of the Works, the Tender Authority reserves the right to call for substitution of the Contractor, i.e., the Consortium Bidder who has been selected for the Works.
- m) None of the members of a Consortium Bidder should have been blacklisted by any Governmental or Regulatory Authority and none of members of the Consortium Bidder should be subject or have been subject to proceedings under anti-corruption laws, anti-dumping laws, trade laws and anti-foreign sanction laws and/ or has been involved in (on currently involved in) proceedings pertaining to bid rigging and cartelisation.
- n) Documents for and on behalf of members of a Consortium Bidder shall be submitted by the duly authorised Lead Member and it shall be the responsibility of the Lead Member alone to purchase/ legally procure the Tender Document for and on behalf of the members of the Consortium Bidder.
- o) It is clarified that an unsuccessful Bidder or any member of an unsuccessful Consortium Bidder shall not participate directly/ indirectly in the Works in any manner whatsoever, after the Award of the Tender has been made in favour of the Contractor.

11.2 Technical & Financial Capability.

The Bidder (whether a Consortium Bidder or not) must satisfy Pre-Qualification Criteria as stipulated in Para 1.1, Sub-Para (1), clause (v) [*Ref: SPECIAL INSTRUCTION TO BIDDERS*] on Page 4 herein above and other eligibility conditions, as mentioned in the Tender Document.

11.3 Assessment of eligibility:

- a) In case of a Consortium Bidder, the Lead Member's credentials should contribute towards more than 50% (fifty percent) of the Pre-Qualification Criteria and each of the remaining members of a Consortium Bidder shall contribute towards more than 25% (twenty-five percent) of the Pre-Qualification Criteria. The Lead Member of the Consortium Bidder shall additionally fulfil the following criteria:
 - 11.3.a.1 the Lead Member shall be principally engaged in the business of capital and maintenance dredging and allied activities;
 - 11.3.a.2 The Lead Member's credentials should contribute towards more than 50% (fifty percent) of the Pre-Qualification Criteria; and
 - 11.3.a.3 The Lead Member's cash flows (to the exclusion of other member Bidders of the Consortium Bidder) or financial resources shall be sufficient to meet at least 50% (fifty percent) of the Annual Evaluated Contract Value;

- b) The Lead Member shall on behalf of itself and each of the Members of a Consortium Bidder, provide as part of the Bid Documents:
- 11.3.b.1 a Power of Attorney as per format given at Appendix-3, authorizing the Lead Member to act on behalf of the members of the Consortium Bidder;
 - 11.3.b.2 all information of the participant members in a Consortium Bidder, as applicable to a standalone Bidder;
 - 11.3.b.3 a statement of inter-se allocation of work and responsibilities between the members of the Consortium Bidder vis-à-vis the Works;
 - 11.3.b.4 a statement of overlapping responsibilities and work;
 - 11.3.b.5 a list indicating the extent of third party dependency;
 - 11.3.b.6 a list of sub-contractors proposed to be engaged by the Consortium Bidder;
 - 11.3.b.7 Duly executed and stamped (with adequate stamp duty) a Joint Bidding Agreement (JBA) (substantiated in the form specified at **Appendix-7**, for the purpose of submitting Tender;
 - 11.3.b.8 An undertaking to the effect that:
 - A. Where a Consortium Bidder is declared to be the L1 Bidder, members of such Consortium Bidder must incorporate a joint venture entity or a special purpose vehicle, either as a limited liability partnership under The Limited Liability Partnership Act, 2008 or a company within the meaning of Companies Act, 2013, and such joint venture entity / special purpose vehicle shall be the Contractor for the purposes of the Works; Provided however that the members of such Consortium Bidder shall continue to be jointly and severally liable for the performance of the joint venture entity / special purpose vehicle under the Contract;
 - B. There shall not exist any agreement, contract, deed, memoranda, etc. inter se the members of the Consortium Bidder, other than the Consortium Bid Documents and the Project Documents to be submitted to the Tender Authority;
 - C. No scope of work shall be sub-contracted to any Person suffering from “Conflict of Interest” or whose Bid has been rejected by the Tender Authority;
 - D. No change in constitution or shareholding of the Consortium Bidder shall take place without prior written consent of the Tender Authority; Further, no change in constitution or shareholding of the Consortium Bidder shall be permitted till expiry of 3 (three) years from commencement of Tender Period.
 - E. Each of the members of the Consortium Bidder shall continue to perform their obligations under the Project Documents regardless

of any inter-se dispute or any dispute with the Tender Authority, and such pending disputes shall not result in delaying, stoppage or cessation of Works;

- F. The members of the Consortium Bidder shall be jointly and severally liable to obtain necessary clearances, permissions, licenses, approvals, consents, no-objections, etc. as may be required for the Works ;
- G. Each member of a Consortium Bidder shall obtain separate and distinct security clearances from the Government of India and shall be subject to the same set of restrictions as provided therein;
- H. The members of a Consortium Bidder shall be jointly and severally liable to the Tender Authority in connection with the Tender and the Works;
- I. The Tender Authority shall have the right to call for substitution of the Contractor in case of recurring disputes between the members of the Consortium Bidder resulting in delay in the timelines of the Works or there being recurring events of default under the Project Documents.

12.0 CONFLICT OF INTEREST

12.1 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 bidding process under this Tender, if:

- a) Where one Bidder is a related party of another Bidder (within the meaning of section 2(76) of the Companies Act, 2013)

Provided however, that if the relationship between two Bidders as related parties, arises **ONLY** on account of common shareholding by the President of India/ Governor of any State/ All India Financial Institutions, Public Financial institutions, for the purposes of this Tender, it shall be so deemed that there is no conflict of interest between such Bidders.

- b) Where the significant beneficial ownership of two or more Bidders are vested in the same Person or same group of Persons.

Provided however, that in Consortium Bidders, group entities of a Group of companies can participate as members of the same Consortium Bidder;

- c) A Bidder (or its Affiliates) receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder (or its Affiliates) or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder (or its Affiliates).

In cases of Consortium Bidders, such conflict of interest shall be evaluated between the members of one Consortium Bidder and the

members of another Consortium Bidder or any other Bidder. If any member of one Consortium Bidder is found to have conflict of interest with a member of another Consortium Bidder or any other Bidder, then it shall be so construed as if the two Consortium Bidders or Bidders have conflict of interest.

- 12.2 A Bidder (including Consortium Bidder) shall be liable to be disqualified, if any regular legal, financial or technical adviser/ consultant of the Tender Authority in relation to the Tender is engaged by such Bidder (or any of its Affiliates and where there is a Consortium Bidders, by any member of the Consortium Bidder)) in any manner for matters related to or incidental to the Tender or the bidding process under this Tender. For the avoidance of doubt, this disqualification shall not apply where such regular legal, financial or technical adviser/ consultant of the Tender Authority was engaged by the Bidder (or any of its Affiliates) during the period preceding at least 1 (one) year from the date of issuance of the Tender Document and/or in connection with other projects/ assignments and for different nature of services.
- 12.3 The Contractor (whether a Consortium Bidder or not, and in cases of Consortium Bidders, each member of the Consortium Bidder) shall not appoint any regular legal, financial or technical adviser/ consultant of the Tender Authority during the period of the Tender and also during the 3 (three) year period following the expiration of the Tender Period or termination of the Award of Tender in favour of the Contractor, whichever is earlier.
- 12.4 In this regard, it must be borne in mind that suppression of such Conflict of Interest, if detected later, shall not absolve the Consortium Bidder / Bidder of its responsibility and appropriate action shall be initiated in terms of the provisions of this Tender Document, including but not limited to suspension, debarment, blacklisting, etc.
- 12.5 The Bidder(s) shall have valid documents as listed in various clauses of this tender document including those given at Clause 6.0 and submit the same in the manner as stipulated.

13.0 INSTRUCTION FOR FILLING UP PRICE BID

- 13.1 The Bid shall be quoted in and as per format of Price Bid as given at **Clause 60.0**
- 13.2 **Currency of Quotations**
- The bidder shall indicate the prices in Indian Rupees only. The bidder shall not quote in any other currency other than Indian Rupees.
- 13.3 **Validity of Price Bid**
- Price Bid shall be valid for acceptance for a minimum period of 180 days (one hundred eighty days) from the scheduled date of opening of Part-I i.e. Techno Commercial bid.

- 13.4 No variation in price, other than variation in Fuel price and variation on account of additional benefits to the Contractor due to change in GST law, if any (as per clause-13 (h)), shall be applicable during the entire duration of the Contract.

The amount payable/adjustable against Fuel Price variation (both upward and downward) would be calculated as per the formula prescribed below:

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

Where,

R = Amount to be payable /adjustable on account of Fuel price variation during a period.

V = Value of services rendered during the period as per accepted BOQ and Tender provisions.

I_o = Price of fuel of Indian Oil Corporation Limited (“IOCL”) at Haldia as on the scheduled last date of submission of the tender.

I = Changed price of fuel of IOCL at Haldia.

- 13.5 DELIVERY/ REDELIVERY of the dredger (s) and ancillary equipment will be at Haldia.
- 13.6 The Contractor may engage sub-contractor(s) subject to the prior written permission of the Engineer.

14.0 DUTIES & TAXES

- 14.1 The prices quoted shall include all statutory levies but excluding Goods and Service Tax (“GST”). GST should be indicated separately in the relevant column of BOQ. The summation of all item-wise total prices (excluding GST) (i.e., Grand total as mentioned in BOQ) would be the basis of evaluation.
- 14.2 Each of the Bidders agree that upon a Bidder being declared as the Contractor, such Contractor shall comply with all Applicable Laws pertaining to GST (as amended from time to time) including but not limited to Central Goods and Services Tax Act, 2017; West Bengal Goods and Services Tax Act, 2017; Integrated Goods & Services Tax, 2017 and all rules, rules, regulations, procedures, circulars & instructions notified there under and/ by the Ministry of Finance, Government of India and Ministry of Finance, Government of West Bengal/Other States in India (collectively “GST Laws”), and to ensure that such compliance is done within the time prescribed under such GST Laws. The Contractor should ensure accurate transaction details, as required by GST Laws, are timely uploaded in Goods and Service Tax Network (“GSTN”). In case there is any mismatch between the details so uploaded in GSTN by the Bidder and details available with the Tender Authority, then payments to the Contractor to the extent of GST relating to the invoice/s under mismatch may be retained from due payments till such time the Tender Authority is of the reasonable opinion that accurate tax amount is finally reflected in the GSTN to the Tender Authority’s Account and is finally available to the Tender Authority in terms of GST Laws and

that the credit of GST so taken by the Tender Authority is not required to be reversed at a later date along with applicable interest.

- 14.3 The Bidder's right to re-imbursement of GST is subject to all the GST compliances by the Bidder under the GST laws including but not limited to issuance of valid GST invoice, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law.
- 14.4 The Bidder shall indemnify the Tender Authority from and against all liabilities, costs, charges, expenses, penalties, suffered or incurred, including any reasonable attorney fees incurred by Tender Authority, arising out of or as a result of non-compliance with GST Laws by the Bidder. Any loss of input tax credit to the Tender Authority for the fault of the Bidder shall be recovered by the Tender Authority by way of adjustments in the consideration payable under future invoices.
- 14.5 Supplementary invoice/debit note/credit note for price revisions to enable the Tender Authority to claim tax benefit on the same shall be issued by the Contractor for a particular year before 30th November following the end of financial year to which such invoice/debit note/credit note pertains or furnishing of the relevant annual return, which is earlier.
- 14.6 If it is eventually discovered that if at any point of time during submission of Bids or immediately prior to that, the Contractor was labelled as a blacklisted dealer as per GSTN rating system and/or GST registration of the Contractor was cancelled/suspended, the Work Order to the Contractor shall be revoked by the Tender Authority, without prejudice to its rights and contentions under Applicable Laws and the Tender Documents.
- 14.7 If any new taxes and duties, increase in existing taxes and duties are imposed by the Central / State government and is applicable to the Tender, the Tender Authority shall be liable only towards 50% (fifty percent) of the increased amount in taxes.

Illustration: If Taxes now determined are INR 100.00 and 1(one) year herefrom, if the Taxes are determined to be INR 110.00 because of change in laws, the Tender Authority shall have the maximum liability upto INR 5.00 only.

- 14.8 In case any change in GST Law after the scheduled last date of submission of tender results in any additional benefit of input tax credit and/or any savings in the hands of the Bidder vis-à-vis what was available prior to scheduled last date of submission of the tender, the benefit/ savings in this account shall have to be passed on to the Tender Authority by the Bidder in full. The Bidder shall also be obliged to submit details of such savings /benefits duly certified by their Statutory Auditors periodically as required by the Tender Authority.

15.0 MOBILIZATION & DEMOBILIZATION

15.1 Mobilization Period:

On issuance of the 'Letter of Intent' and subject to the Contractor having complied with the relevant terms and conditions of the Letter of Intent within the timelines stipulated therein, the Tender Authority shall issue a formal notification issuing/ granting the award of the Tender in favour of the Contractor (the "**Award**"). Within 30 (thirty) days therefrom ("**Works Commencement Date**"), the dredgers and equipment are to be mobilized at Haldia to commence dredging and operations in accordance with the Project Documents.

15.2 Mobilization & De-mobilisation Charges:

No mobilization & de-mobilisation charges will be payable to the Contractor separately. Such costs should be included in the dredging charges proportionately.

15.3 Penalty for delay in mobilization:

Delay in complete mobilization of the equipment as per accepted dredging plan will attract 0.36% of Security Deposit for every day of delay.

15.4 Demobilization Period

Demobilisation is to be completed within 45 (forty five) days of completion of the Tender Period.

16.0 Interpretation of Terms

The following words and expressions shall have the meanings as follows:

AFFILIATE - (a) in relation to any Person other than a natural person, any other Person that directly or indirectly and whether alone or in combination with one or more other Persons, Controls, is Controlled by or is under common Control with such Person provided that, in any event, a holding company (as that expression is defined in the Companies Act 2013) or Subsidiary of any Person shall be deemed to be an Affiliate of that Person, and provided further however that none of the Investors nor any of their respective Affiliates shall (individually or collectively) be deemed to be Affiliates of the Company or any of the Group Companies, any of the other Investors and/ or any of the Promoters or vice-versa; and, (b) in the case of a Person that is natural person, any Relative of such Person and any other Person that, either directly or indirectly and whether alone or in combination with one or more other Persons, is Controlled by such Person or any Relative of such Person.

APPLICABLE LAW - means, with respect to any Person, any transnational, domestic or foreign federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person, as amended unless expressly specified otherwise.

BOARD - means the Board of the Tender Authority constituted by the Central Government in accordance with sub-section (1) of section 3 of 'The Major Port Authorities Act, 2021'.

CHAIRPERSON- means the Chairperson of the Board under sub-section (1) of Section 4 of The Major Port Authorities Act, 2021.

CONSULTANT - means an independent third party appointed by the Tender Authority in terms of Clause 31.0 for auditing the Work(s).

CONTROL - includes the right to appoint a majority of the directors on the board of directors of a Person or the power to direct the management and policies of a Person, directly or indirectly, whether through the ownership of voting capital or other securities, by contract or otherwise, provided that, in any event, the direct or indirect ownership of over 50% (fifty per cent) of the voting share capital of a Person is deemed to constitute Control of that Person and "Controlling" and "Controlled" have corresponding meanings.

CONTRACTOR - means the Bidder whose tender/Bid /offer has been accepted by the Tender Authority and shall include successors, permitted assigns, permitted sub-contractors, authorised representatives and officers in case of Consortium Bidder, each member Bidder of such Consortium Bidder and their respective successors, permitted assigns, permitted sub-contractors, authorised representatives and officers.

CONTRACTOR'S DOCUMENTS - means all documents provided by the Tender Authority to the Contractor for the purposes of the Tender during or prior to the Tender Period and all documents, designs, drawings, etc. developed by the Contractor for the purposes of carrying out the Work(s) under the Tender.

DEPUTY CHAIRPERSON- means the Deputy Chairperson of the Board appointed under sub-section (1) of Section 4 of The Major Port Authorities Act, 2021.

EQUIPMENTS - means the Vessels and equipment required to be deployed (including additional Vessels and equipment deployed) by the Contractor under the Tender and includes all temporary works referred to in **Clause 43.0**.

GOVERNMENTAL AUTHORITY - means any national, state, local, municipal, district or other sub-division, governmental or quasi-governmental authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity in India or an entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, in each case, having jurisdiction over the matter in question pursuant to Applicable Law;

INR - shall mean Indian Rupees which is the lawful currency of the Republic of India;

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

THE GENERAL MANAGER, MARINE, HDC - The expression 'The General Manager, Marine' means the officer holding that post under the Board and includes his successors in office.

THE FINANCIAL ADVISOR & CHIEF ACCOUNTS OFFICER- The expression 'The Financial Advisor & Chief Accounts Officer (FA&CAO)' means the officer holding that post under the Board and includes his successors in office.

THE GENERAL MANAGER FINANCE- The expression 'The General Manager, Finance' means the officer holding that post under the Board and includes his successors in office.

THE CHIEF ENGINEER - The expression 'Chief Engineer' means the officer holding that post under the Board and includes his successors in office.

THE SUPERINTENDENT, DREDGER & DESPATCH SERVICE- The expression 'The Superintendent, Dredger & Despatch' means the officer holding that post under the Board and includes his successors in office.

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

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

VESSELS - means the dredgers, barges and ancillary equipment required to carry out the Works successfully.

DAY - means duration of 24 hours commencing at 00.00 hours midnight till 24.00 hours and includes Sundays and Holidays.

MONTH - means English Calendar Month.

NAVIGABLE DEPTH - means least sounding in the entire dredging area within 4 navigable tracks having a width of 345 Metres for Jellingham & Haldia Anchorage and Channel width of 460 Metres at Eden which will be indicated by the Engineer of the contract.

PERSON - means any natural person, limited or unlimited liability company, corporation, body corporate, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, society, union, firm, association (voluntary or otherwise), joint venture, unincorporated organization, Authority, any other entity, in each case, whether incorporated or not and whether or not having a separate legal existence and whether acting in an individual, fiduciary or other capacity and any other entity that may be treated as a person under Applicable Law;

PROJECT DOCUMENTS - shall include the Tender Document, any contract agreement executed between the Contractor and the Tender Authority, the Bid Documents, guarantees issued/ caused to be issued in favour of the Tender Authority by the Contractor, the Award, instructions/ memos/ notices issued by the Tender Authority to the Contractor and all correspondences between the Tender Authority and the Contractor after grant of the Award.

RELATIVE - has the meaning given to it in the Companies Act 2013.

WORKS COMMENCEMENT DATE - shall mean any date falling between the date of the Award and 30 (thirty) days therefrom.

ANNUAL EVALUATED CONTRACT VALUE shall mean one fifth of the grand total value (basic cost) for all the areas of dredging as per BOQ, considering the quoted and accepted rate of dredging.

17.0 INFORMATION ON SITE OF WORK.

17.1 The two dock systems, one at Kolkata and the other at Haldia on the Hugli estuary under the administrative control of Syama Prasad Mookerjee Port, Kolkata, are located 144 km and 44 km inland respectively, from Sagar Island at the mouth of the estuary debouching into the Bay of Bengal. The estuary is “alluvial “and perennially “well mixed”. The entire navigational channel from Eden to Haldia Anchorage is interspersed with shallow stretches classified as shallow-crossings/bars/shoals/sand-encroachments having pinnacle shoals at places, eddies, cross currents with tidal current varying from 2 knots to 5 knots (Approximately).

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

- a) On the east along Diamond Harbour-Kantabaria-Kulpi-SilverTree - Bedford -Sagar Island.
- b) On the west along Diamond Harbour-Balari -Haldia-Jellingham-Auckland-Eden.

17.2 Wave, Wind and Tide Data

Waves approach estuary from SSW-SWW during March-Sept while during Nov-Jan it is from N to NE. The approximately wave height goes about 1.5 mtrs maximum in the dredging area/ dumping area only for few days in the year during the monsoon.

Tide in Hugli Estuary is Semi-diurnal with variation in current strength and rise/fall of tide in spring and Neap period. Tidal current varies between 4 to 6 knots. The tidal records may be collected if necessary from the office of the Chief Hydraulic Engineer. Hugli river Tide Table is also available and can be purchased from Tender Authority at a cost of Rs 1500/-.

17.3 Soil Data of Haldia Anchorage, Jellingham& Lower Jellingham Crossing, Upper and Lower Eden Bar and Haldia Reach.

Soil in the estuary is freshly deposited sediment comprising a mixture of Sand, Silt and clay. D50 of soil is observed generally in the range of 0.07 to 0.11 mm.

17.4 Minimum and Maximum Base Depth recorded during last 5 Years in Shipping Channel of Shyama Prasad Mookerjee Port, Kolkata.

The variation of navigable depth in different bars are as given below :

Jellingham - 4.9 to 5.3 m

Lower Jellingham Crossing - 4.8 to 5.3 m

Upper Eden - 5.3 to 6.2 m

Lower Eden - 6.5 to 6.7 m

Tender Authority also has continues records of depths measured periodically along the navigational tracks. Interested bidders may collect such data in pdf format for more clarity on behaviour of fairways during the last 3 years

17.5 Position of Tide gauge (ATG/ RTK) installed in the port limits.

Position of Tide Gauge (ATG) in and around dredging areas are given below:

- Eden : 21° 39' 15" N 087° 53' 52.5" E
- Sagar : 21° 40' 17" N 088° 01' 57" E
- Gangra : 21° 56' 41.1" N 088° 01' 22"E
- Haldia : 22° 01'52.8" N 088° 05' 59.8" E

17.6 Past Dredging Operations:

- On an average three Trailing Suction Hopper Dredgers (THSD) with hopper capacities between 4500 M³ to 5500 M³ deployed for dredging operations.
- Given in the table below:

YEAR	AREA	Qty dredged (CuM)	Load	Depth maintained (m)
2017-18	HALDIA ANCHORAGE	1335700	Avg. 2 loads per day	4.4 to 5.0
	JELLINGHAM	4511409	Avg.4 loads per day	4.4 to 5.0
	EDEN	3602054	Avg.3 loads per day	4.5 to 5.1
2018-19	HALDIA ANCHORAGE	1272411	Avg. 2 loads per day	4.9 to 5.2
	JELLINGHAM	4157708	Avg.4 loads per day	4.9 to 5.2
	EDEN	4640736	Avg.3 loads per day	4.9 to 5.6
2019-20	HALDIA ANCHORAGE	1194743	Avg. 2 loads per day	4.9 to 5.1
	JELLINGHAM	2597113	Avg.4 loads per day	4.9 to 5.1
	EDEN	3487028	Avg.3 loads per day	5.3 to 5.6
2020-21	HALDIA ANCHORAGE	1250975	Avg. 2 loads per day	4.9 to 5.1
	JELLINGHAM	2711477	Avg.4 loads per day	4.9 to 5.1
	EDEN	2470111	Avg.3 loads per day	5.2 to 5.7
2021-	HALDIA	1641105	Avg 2 loads per day	5.1-5.2

22	ANCHORAGE			
	JELLINGHAM	4302439	Avg 4 loads per day	5.1-5.2
	EDEN	1894438	Avg 3 loads per day	5.7-6.0
2022-23	HALDIA ANCHORAGE	2090514	Avg 2 loads per day	5.2-5.3
	JELLINGHAM	5121584	Avg 4 loads per day	5.2-5.3
	EDEN	535012	Avg 1 load per day	6.0-6.2

17.7 Average Shipping movement per month at SPMK Shipping channel at least for last two years to analyse traffic impact on dredge cycle:

On average 15 vessels (Inward & Outwards) pass through shipping channel per day.

18.0 ADEQUACY OF THE TENDER

- 18.1 Presently, the Tender Authority is maintaining the depths in the channel by regular dredging through Trailing Suction Hopper Dredgers (TSHD). Primarily, the dredged materials from Jellingham & Haldia Anchorage are being dumped freely at Lower Sagar Dumping site at the distance of about 60 KM away from dredging sites. The dredged spoils from Upper Eden are being dumped at Lower Eden Area at distance of 22 KM. Some quantity of dredged material is also being disposed off through side casting methodology while dredging. For disposal of the dredged material at Lower Sagar Dumping site, the dredger has to pass through Lower Jellingham channel, Upper Auckland, Maragolia Corridor, Maragolia Crossing and Sagar Roads. However, the Tender Authority is presently utilising Eden channel for shipping to Haldia.
- 18.2 It is to be noted that no information being provided in this Tender Document claims to be comprehensive; independent due diligence of the intended users of this Tender Document or the Bidders are highly recommended.
- 18.3 The Bidders are advised to visit and examine the Site of Works, conduct their own trials (at Bidders' own costs and under reasonable prior intimation to and only in the presence of authorised representatives or officers of the Tender Authority) and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the Site shall be at the Bidder's own expense. The Contractor shall have included in the Tender Price all costs associated with performing all aspects of the work which are affected by existing conditions or related existing conditions which arise as a result of performing any aspect of the Work. The Bidder shall investigate and take into account all associated precautions and/or altered work methods and/or the suitability and capability of the equipment proposed to be deployed for execution of the Works. No additional compensation will be provided for any work items affected by existing site conditions.

TECHNICAL SPECIFICATIONS

19.0 DISPOSAL TOLERANCES

- 19.1 All dredged materials shall be dumped within the limits of the specified disposal areas as indicated in the tender or in the areas to be specified by the Engineer.
- 19.2 The Bidder shall ensure that no dredged material is dumped in the navigational channel due to defect of the dredger or for any reason. In the event of accidental dumping, the Bidder shall remove the material immediately at his own cost and risk.

20.0 MATERIALS TO BE DREDGED

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

21.0 HYDROGRAPHIC SURVEY TO ASCERTAIN NAVIGABLE DEPTH

- 21.1 Before commencement of dredging, a joint hydrographical survey with the Bidder shall be undertaken to ascertain the depths in various localities (Base Level) in the dredging areas. Thereafter, similar joint surveys will be carried out once in every neap tide which will occur twice in each month. The least recorded depth in one neap survey shall remain valid till the next neap survey and shall form the basis of calculating reduction and disincentive of monthly payout. All surveys shall be carried out in frequencies 200-210 Khz.

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

- 21.2 In all cases, survey shall generally be undertaken only during daylight hours. The date and time of survey will be decided by the Engineer's representative and the same will be binding on the Bidder. The raw survey data may be read, interpreted and processed either manually or electronically, depending upon the available resources and recorded in a logbook. The logbook shall be signed jointly by the Engineer's and the Bidder's representatives. The soundings would be reduced to Hugli River Datum which is 2.822 m below Mean Sea Level and will be depicted on a paper chart prepared manually or electronically to indicate the minimum depth available between any two fixes as per relevant echo trace. Spacing between survey lines Horizontal Datum and Scale of the charts will be decided by the Engineer.
- 21.3 The Bidder shall provide a suitable steel hulled launch with equipment, spares & consumables including manning, fuel etc. for conduct of all surveys at his own cost. The launch should be certified by the Tender Authority to ply in the surveying areas round the year. The launch should be fitted with a hydrographical model echo-sounder having frequency between 200 - 210 Khz, interfaced with heave sensors, DGPS and automated data collection software. Provisions for bar check / calibration of the echo-sounder are to be provided. The launch should have a toilet with other basic amenities for the Engineer's representatives. The particulars of Survey launch would be as under:

LOA: Not less than 23 mtrs.
Draft: 2.0 Mtrs (Approx).
Speed: Not less than 10 Knots.
RSV-IV unrestricted.

22.0 MINIMUM INTERFERENCE WITH NAVIGATION / PILOTAGE

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

23.0 EXCAVATION AND DREDGING WORKS

- 23.1 Dredging is to be undertaken in accordance with **the scope of the work as specified in the tender document.**
- 23.2 The Bidder shall provide the Engineer, at the end of each week the Daily Dredging Reports (DDRs) for each dredger duly signed by the Master of the Dredger as well as Engineer's (Tender Authority) representative on board the dredger. The DDR format is at **Attachment-A.**

SPECIAL CONDITIONS OF CONTRACT AND TECHNICAL SPECIFICATIONS

24.0 GENERAL

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

25.0 SCOPE OF WORK

- 25.1 The work primarily involves dredging at Haldia Anchorage-Jellingham -Lower Jellingham Crossing, Upper Eden & Lower Eden to achieve the targeted depth so that vessels can safely approach Haldia Dock Complex. The work also involves execution of specified quantum of dredging at Haldia Reach in earmarked areas (Zones M-1, U-1 & U-2).
- 25.2 The particulars of shipping channel from Haldia Anchorage to Lower Eden along with salient deliverables / milestones of the work are as follow:

Sl. No.	Areas	Limits	Length (KM)	Width (m)	Present navigable depth (m)	Proposed depth to be maintained (m)	Annual dredging requirement as estimated by Tender Authority consultant (MM ³)	Dumping ground	Distance of dumping ground (KM)	Hydro-graphic Chart. Plan No.
1.	Haldia Anchorage	22°00'54" N to 22°00'00" N	2.5	345	5.3	Detailed at Clause-26.1	7.08	Lower Sagar Area (Lat 21°32'48"N Long. 087°59'54"E)	65	
2.	Jellingham	22°00'00" N to 21°54'00" N	12.3	345	5.3	Detailed at Clause-26.1			56	

3.	Lower Jellingham	21° 54' 00'' N to 21° 51' 24'' N	5.3	345	5.3	Detailed at Clause-26.1			47
4.	Upper Eden	21° 47' 00'' N to 21° 41' 00'' N	11.7	460	6.2	Detailed at Clause-26.1	0.7	Lower Eden Area (Lat 21° 30' 00'' N Long. 087° 53' 00'' E)	27
5.	Lower Eden	21° 41' 00'' N to 21° 30' 00'' N	2	600	6.9	Detailed at Clause-26.1	0.8	Sea Dumping (Lat 21° 10' 00'' N Long. 088° 00' 00'' E)	53

The dredging and dumping areas duly demarcated in relevant charts are at **Attachment-B**.

- 25.3 The dredged materials are to be dumped in the dumping sites as stipulated at Clause-25.2. However, maximum 4 loads per day will be allowed to dump at short dumping locations as decided time to time by Tender Authority consultant at a distance of 10-20NM from Haldia Anchorage-Jellingham-Lower Jellingham Crossing.
- 25.4 Dredged materials may also be dumped partially or fully ashore at Nayachara Island or any other suitable area in line with the recommendations of NTCPWC, the consultant engaged by Tender Authority in case land is made available by Tender Authority. The technical Report / methodology as was suggested by NTCPWC, the technical Wing of the Ministry of Ports, Shipping & Waterways (MoPSW), Government of India are enclosed at **Attachment-E**. The infrastructure for commencement of shore disposal including construction of dykes is required to be developed by the Contractor. The cost of development of such infrastructure and unit rate of dredging would be finalised through negotiation following extant 'Dredging Guidelines' circulated by MoPSW in consultation with NTCPWC, the technical Wing of the Ministry of Ports, Shipping & Waterways (MoPSW), Government of India.

- 25.5 The dredged materials from Haldia Anchorage-Jellingham-Lower Jellingham Crossing may also be disposed off through rain-bowing / side casting if necessary at a distance of at least 85 m from centreline of the vessel. Such disposal by rain-bowing/side-casting will, however, be allowed when the tidal range of the dredging area is 3.8 m or more. **The total quantity dredged through rain-bowing / side casting shall not exceed 0.10 Million Cubic Metres in any month subject to maximum of 1.0 Million Cubic Metres per annum (swappable with conventional dredging) subject to requirement as projected by Tender Authority consultant.** The rain-bowing / side casting may be carried out simultaneously during dredging without filling the hopper as well as after filling hopper. The dredger may also be required to fill up the hopper with dredged materials from the dredging site and dispose the materials at any location through rain bowing /side casting operation. Overboard discharge from the dredger shall not be considered as rain-bowing/side-casting.
- 25.6 The dredging quantity for Haldia Reach would be 1.8 MM³ per annum during the 1st& 2nd year, thereafter, 1.0 MM³ per annum from **Zone-M1, Zone-U1 & Zone-U2 as demarcated in relevant hydro-graphic Chart.**
- The dredging at **Zone-U1 & Zone-U2** may be considered separately by utilizing a Cutter Suction Dredger in addition to TSHD towards improvement of depths at the shortest possible time especially during 1st year of the contract. In case of dredging by deploying Cutter Suction Dredger, the dredged materials is to be pumped ashore at the designated site provided by Tender Authority within 5 KM from the dredging site, otherwise dumping is to be carried out at Lower Sagar Dumping area.
- 25.7 The dredging at Lower Eden has to be completed during the fair weather season only since dredging therein may not be practicable round the year due to prevailing weather conditions.
- 25.8 Tender Authority will have the liberty to direct the Contractor to dredge any other areas within the jurisdiction of Tender Authority.
- 25.9 Dredging is to be done along the channel and within a zone of 50 m horizontally from the either edge of the channel. Volume dredged outside the dredging zone will not be considered for the calculation of the volume for the purpose of compensation/ cut back as mentioned in **Clause-32.0**
- 25.10 One of the dredgers proposed shall be capable of carrying out simultaneous rain-bowing/side casting as well as filling the hopper. For this purpose, the dredger shall be fitted with arrangements for rain-bowing/ side-casting from any one side of the dredger at a distance of at least 80 Metres from the dredging position. The nozzle should be fitted at an angle of 60° to 90° from centreline of the dredger with 45° vertical angle.
- 25.11 The dredgers proposed to be deployed also should have shore disposal facility and would be highly manoeuvrable and capable of undertaking precision dredging in the tidal condition of the River Hooghly without blocking shipping and to be fitted with adequate electronic gadgets & equipment. The dredgers also are to be fitted with standard DLM & other equipment for the purpose of measurement of productions.

- 25.12 Dredging will also be required to be carried out as necessary in other areas between Haldia Anchorage & Lower Eden, not envisaged at present, for the purpose of availing best draught of the shipping channel.
- 25.13 The dredging project would be monitored by National Technology Centre for Ports, Waterways & Coasts (NTCPWC), the Technical Wing of Ministry of Ports, Shipping & Waterways, Government of India throughout the execution of the contract. In the event of any course corrective measure recommended by NTCPWC will have to be implemented by the Contractor.
- 25.14 The Contractor is required to provide online Dredging Monitoring System with integrated DLM similar to NTCPWC Dredging Monitoring System. This will include also remote monitoring of dredger movements, positions, production and progress of contract continuously.
- 25.15 Real-time autonomous post dredging bathymetry measurement by the dredgers by deploying onboard autonomous inflatable survey boats.

26.0 BASE LEVEL, TARGETED DEPTHS AND SILT VOLUME NORMS

- 26.1 The Base Level Depths and Targeted Depths for different dredging areas during the Tender Period would be as follows:

Areas	Base Level Depth (in M from CD)	Targeted depth (in M from CD)	Volume norm (Million Cubic metres)	Remarks
Haldia Anchorage, Jellingham and Lower Jellingham Crossing.	1 st Year: 5.1 2 nd Year: 5.2 3 rd Year: 5.3 4 th Year: 5.4 5 th Year: 5.5	1 st Year: 5.2 2 nd Year: 5.3 3 rd Year: 5.4 4 th Year: 5.5 5 th Year: 5.6	7.08 per annum.	The Base Level Depth is required to be increased by 0.5M during the Tender Period of 5 years @ 0.1 m per year.
Upper Eden	1 st Year: 6.1 2 nd Year: 6.1 3 rd Year: 6.2 4 th Year: 6.2 5 th Year: 6.2	1 st Year: 6.1 2 nd Year: 6.1 3 rd Year: 6.2 4 th Year: 6.2 5 th Year: 6.2	0.7 per annum.	
Lower Eden			0.8 per annum.	The Depth is required to be maintained 1.6M more than the navigable depth at Haldia Anchorage-Jellingham-Lower Jellingham Crossing.

- 26.2 Norms for annual volume of dredged materials for maintaining depths are given below:

Areas	Volume norm (Million Cubic metres)
Haldia Anchorage, Jellingham and Lower Jellingham Crossing.	7.08 per annum (swappable across bars).
Upper Eden	0.7 per annum (swappable across bars).
Lower Eden	0.8 per annum (swappable across bars).
Haldia Reach.	1.8 MM ³ per annum during the 1 st & 2 nd year, thereafter, 1.0 MM ³ per annum.

- 26.3 The bidder shall formulate a project for gainful utilization of dredged materials. Tender Authority may provide dumping yard, if needed, for storing of dredged material before final disposal. The responsibility for dumping of dredged material, storing at yard, treatment of the dredged material and subsequent disposal to the prospective users will be the responsibility of dredging firm. Report from M/s CDE Asia is attached for reference (**Attachment-D**). In the event of non-formulation of any such project, the bidder must submit detailed explanation with technical data, which would be examined by Tender Authority as regards its acceptability. The execution of a project relating to re-use /gainful utilization of dredged materials intended to ensure viable dredging project and least environmental degradation. Bidders are, therefore, required to quote in the BOQ. The financial evaluation would be made after deducting the amount quoted by the firm for re-use of the dredged materials.
- 26.4 At the time of handing over the sites to the Contractor, if the navigable depths in the Areas as mentioned above except for Lower Eden, are less than the 'Base Level Depth', the Contractor shall be provided time for increasing the depths to the Base Level Depth subject to maximum of 2 months. The aforesaid depth related disincentive (**Clause-27.2**) only shall not be imposed till restoration of Base Level depths or 2 months whichever is earlier.

27.0 INCENTIVE, DISINCENTIVE AND LIQUIDATED DAMAGE.

- 27.1 If the depth improves beyond 0.2 Metre of Targeted Depths at Haldia Anchorage, Jellingham, Lower Jellingham Crossing & Upper Eden, a incentive @ 0.5% of equivalent monthly amount per month derived from BOQ for Haldia Anchorage, Jellingham, Lower Jellingham Crossing & Upper Eden only taken together shall be payable for the applicable period (proportionately) for each 0.1 Metre improvement in depth beyond 0.2 Metre of the Targeted Depths at Jellingham / Haldia Anchorage /Lower Jellingham Crossing/ Upper Eden. Minimum rise in depth in any area out of Jellingham-Haldia Anchorage-Lower Jellingham Crossing & Upper Eden shall be taken into account for working out incentive.
- 27.2 If the depth falls below Base Level depths at any of the areas, Haldia Anchorage-Jellingham-Lower Jellingham Crossing & Upper Eden, a disincentive @ 1% of equivalent monthly amount per month derived from BOQ for Haldia Anchorage, Jellingham, Lower Jellingham Crossing & Upper Eden only taken together shall be deducted for the applicable period (proportionately) for each 0.1 Metre fall in depth from the Base Level

depths at Jellingham / Haldia Anchorage / Lower Jellingham Crossing/ Upper Eden. Maximum fall in depth in any area out of Jellingham, Haldia Anchorage, Lower Jellingham Crossing & Upper Eden shall be taken into account for working out disincentive.

- 27.3 There would be no depth related disincentive for dredging at Haldia Reach. The quantity of 1.8 MM³ per annum during the 1st & 2nd year, thereafter, 1.0 MM³ per annum is required to be dredged from the designated sites of Haldia Reach Area under the contract. If the Contractor fails to execute the annual quantity within the respective stipulated time of 12 months, the Contractor shall pay as compensation (“Liquidated Damages” or “LD”), not as a penalty, ½% (half percent) of the total relevant annual value of the work for Haldia Reach as per BOQ 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. Further, there will not be any shifting of obligation of any year due to failure to execute the specified dredging quantity in preceding year. As for example, in case the Contractor fails to execute 1.8 million Cum in first 12 months and takes 14 months to do the same they would be required to execute the specified 1.8 million Cum dredging for the second year latest by end of 24 months from date of commencement of work. In addition to the above, in case the Contractor fails to execute the total quantity of dredging specified for Haldia Reach for five years (i.e 6.6 million Cum) at the end of the five-year contract period, then they will be required to pay 20% of the value of shortfall quantity as compensation. There would not be any disincentive / LD / penalty for Lower Eden.
- 27.4 Notwithstanding anything contained herein, the Tender Authority may, without prejudice to its right to effect recovery by any other method, deduct Liquidated Damages from any money belonging to the Contractor in its hand in relation to this Tender or which may become due to the Contractor. Any such recovery of Liquidated Damages shall not in any way relieve the Contractor from any of its obligations to complete the Works or from any other obligation and liabilities under the Tender.
- 27.5 To facilitate recovery of Liquidated Damages from the invoices raised by the Contractor, a Credit Note shall be issued by the Contractor, failing which the Tender Authority shall adjust the amount to be recovered from the pending payments by issuing an invoice/debit note for the corresponding amount, at the risk and cost to the Contractor including applicable GST, interest and penalty, if any.
- 27.6 In the event dredging is carried in any area other than the areas of the shipping channel as stipulated in the tender, disincentive and Liquidated Damage shall not be applicable for the concerned period.

Note: Examples showing calculations of disincentive & LD are given at **Annexure-V**.

28.0 TECHNICAL EVALUATION

28.1 The Contractor may deploy the dredgers as detailed below:

Throughout the contract Period	<p>A suitable Cutter Suction Dredger for some portions of Zone-U1 & Zone-U2 of Haldia Reach, depending on prevailing depth situation.</p> <p>At least three TSHDs having cumulative hopper volume of minimum 15500 M³ capable of working safely at different dredging areas and speed not less than 10 knots.</p>
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28.2 Bidders are required to propose dredgers along with specifications for the work and submit detailed calculation of monthly productions covering requirements of all the dredging areas considering the tidal window, prevailing depth situation in Hooghly Estuary.

28.3 The monthly production as calculated by the Bidder is to be examined by Tender Authority for technical evaluation and the Bidder would be declared qualified if the monthly productions satisfy the monthly area wise requirements of dredged quantities (1/12th of annual quantity) for the first year failing which the Bidder will be disqualified at the stage of evaluation of the Techno-Commercial Bid.

29.0 ADDITIONAL DREDGERS AND EQUIPMENT

29.1 During the Tender Period, the Contractor may deploy additional dredgers and equipment at his own cost for maintenance of targeted depth, which will be allowed subject to approval of the Engineer. No additional charges will be payable to the Contractor for additional dredgers & equipment.

30.0 SUBSTITUTION OF DREDGERS / EQUIPMENT

30.1 In case any of the offered equipment is not available for operation, then substitute equipment with similar/ higher specification shall be provided as a replacement by the Contractor at no extra charge within 45 days from the time & date, the offered equipment is inoperative / broken down.

30.2 At any stage, if the Contractor at their discretion intends to substitute any of their equipment, the same would be allowed by Tender Authority subject to suitability.

30.3 In case of any substitution of dredgers and equipment, no payment towards mobilization or demobilization of dredger/equipment shall be paid. All necessary permissions, consents, clearances (including Security Clearances, if any required) shall be obtained by the Contractor (including the member of the Consortium Bidder, who is responsible for providing dredgers and equipment.

31.0 THIRD PARTY AUDIT

- 31.1 Tender Authority may appoint a Consultant (an independent third party) for auditing the maintenance dredging work during the entire Tender Period.
- 31.2 For the purpose of auditing the maintenance dredging work, a representative of the Consultant shall remain on board each of the dredgers deployed 24 hours a day during the entire Tender Period.
- 31.3 The Consultant's representative on board each dredger shall oversee dredging operations (conventional as well as side cast dredging), shall have access to all dredging operation records, survey charts etc. The Consultant's resident engineer and deputy resident engineer shall have access to all dredging machineries for improvement of dredging efficiency of the dredger as and when necessary.
- 31.4 The Consultant shall report to the Director, Marine Department, who will be the Engineer In-Charge of the Third Party auditing work.

32.0 COMPENSATION/ CUTBACK FOR EXCESS/LESSER SILTATION

- 32.1 Excess / lower siltation in the channel is deemed to have taken place if the total volume of dredged materials per annum exceeds / falls below norm set as per clause 26.2. In case of excess siltation above the norm, Tender Authority shall pay the Contractor at the accepted rate of dredging of the area concerned.
- 32.2 Compensation for excess siltation shall be effected annually and shall be adjusted against last payment for the year.
- 32.3 The compensation / cut back for excess & lesser siltation shall be applicable for Haldia Anchorage, Jellingham, Lower Jellingham Crossing, Upper Eden & Lower Eden.
- 32.4 The annual compensation shall be given If base level depths (except for Haldia Reach) of the respective year are maintained for at least 10 months (continuously or otherwise) subject to the further condition that depth does not fall by more than 0.1 Metre from base levels of the respective year.
- 32.5 The maximum compensation payable shall be capped at 25% of that particular annual norm of dredging quantity.
- 32.6 The volume calculation shall be done as per the formula in Clause- 48.0.

33.0 PAYMENT TERMS

- 33.1 As regards payment of Consideration for the Works, the annual value of a particular year would be arrived at by multiplying the quantity as per norm for that particular year by per cubic meter rate as arrived as stipulated in 'Price Bid Format' (BOQ). Similarly, monthly value would be 1/12th of annual value of that particular year.
- 33.2 The Bidder will be paid minimum of the value of 1/12th of annual quantity of the respective year as per annual norm or the actual quantity dredged

through normal disposal at disposal site as well as rain-bowing / side-casting during the month as calculated on the basis of cbm rate after applying incentive /disincentive /LD for maintaining the depth with reference to the Base Level / targeted depths. The maximum payable quantity dredged through rain-bowing / side casting shall not exceed 0.10 Million Cubic Metres per month subject to maximum of 1.0 Million Cubic Metres per annum.

- 33.3 The final compensation for the siltation level shall be adjusted against the payout for the month ending each year. Contractor shall submit the correct dredging bills, complete in all respects, at the end of every Calendar month and Tender Authority shall make payment within 45 days of receipt of completed / corrected bills and necessary clarification, if any. The bill should include all relevant documents/invoices including Daily Dredging Reports duly certified by the Master of the dredger and Tender Authority's authorised representative on board.
- 33.4 In the event of dredging any area between Lower Jellingham Crossing and Upper Eden payment would be made at the unit rate as applicable for Upper Eden. Further, in case dredging is required to be done in any area other than Haldia Channel, payment would be decided based on the average daily (last 7 days working 24 X 7) revenue earned by the respective dredger in Haldia channel with adjustment of fuel cost if the dredger is unable to work 24 hours in a day.
- 33.5 The dredging charge quoted need not include any port dues, pilotage, berth hire or mooring charge etc. and the same shall be to the account of Tender Authority. However, Tug hire or other services rendered on occasions other than those required for normal berthing purposes etc. shall be payable by the Contractor as per the Tender Authority Board' Schedule of Charges.
- 33.6 The payment in Indian Rupees shall be released to the designated Bank Account of the Contractor maintained in any scheduled bank in India. In the event, the Contractor is a Consortium Bidder and unincorporated, the Consortium Bidder shall open an escrow account and remittance of amounts to be paid under the Tender to the said escrow account (subject to necessary deductions of TDS and/or liquidated damages) shall relieve the Tender Authority from its payment obligations to individual members of such Consortium Bidder. Such Escrow account shall be backed by an escrow agreement which must elaborate on the distribution mechanism agreed and adopted by the members of the Consortium Bidder.
- 33.7 The Contractor shall be required to submit Tax Invoice complying with the requirement of GST Law, time being in force along with all relevant details and workings as per advice of the Engineer of the Contract. If required by Tender Authority, the Contractor would be obliged to submit documentary evidence of remittance of GST and other taxes claimed through the Invoice, to Govt.
- 33.8 Tax Deduction at Source (TDS) as per law in force in India (both on account of Income Tax and GST), shall be made by Tender Authority from the payment released to the Contractor.

- 33.9 The Contractor (and in case of Consortium Bidder, the Lead Member) shall submit a certificate from a practicing-chartered accountant or firm of chartered accountants in India, which shall certify the rate of taxes required to be deducted by the Tender Authority as Tax Deducted at Source (TDS) under the Applicable Laws including The Income Tax Act, 1961, Central Goods and Services Tax Act, 2017, Integrated Goods and Services Tax Act, 2017, West Bengal Goods and Services Tax Act, 2017 in connection with payments to be made by the Tender Authority to the Contractor. The Contractor shall indemnify, keep indemnified and hold harmless the Tender Authority from and against losses, costs or expenses (including reasonable attorneys' fees) arising out of any claims made by the Income Tax Department, Government of India in connection with the Tender Authority's reliance on the Withholding Tax Certificate.

34.0 REMOVAL OF EQUIPMENTS

- 34.1 No equipment consigned for the Work(s) shall be removed from the Site without approval from the Engineer which shall not be unreasonably withheld.

35.0 INSURANCE

- 35.1 From commencement to completion of the Work(s) as a whole, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage. All dredgers and ancillary crafts mobilized by the Contractor for the purpose of execution of this contract must be adequately insured and the Contractor shall ensure that comprehensive insurance(s) is (are) obtained by the Contractor to cover any form of public liability and any sort of damage including damage to third party life and property. Whereas vessels registered under Merchant Shipping Act, 1958 must be insured with a member of the International Group of Protection & Indemnity Club, vessels registered under Inland Vessels Act, 2021 shall be insured with any reputed Indian insurance company in the following manner:
- a) The hull, machinery and 3rd party liability.
 - b) Total loss of the vessel.
 - c) Total coverage for wreck removal in case the vessel is wrecked.
 - d) Oil pollution.
- 35.2 The Contractor shall prove to the Officer-in Charge from time to time that the Contractor has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive throughout the contractual period. The Contractor shall ensure that similar insurance policies are taken out by the sub-contractors (if any) and shall be responsible for any claims or losses to the Tender Authority resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by the sub-contractors (if any) as the case may be, relevant, policy or policies and premium receipt as and when required by the Officer-in-Charge. If the

Contractor and/or any sub- contractor shall fail to effect and keep in force the insurance referred to above or any other insurance which may be required to effect under the Tender or/ under Applicable Laws, then and in any such case the Tender Authority may, without being bound to effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Tender Authority from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

- 35.3 All persons deployed by the Contractor on board the Vessels and ashore shall be insured by the Contractor at his cost and documentary evidence should be provided before commencement of the Works. The Tender Authority shall not be responsible in any manner for any accident, injury or death to the personnel engaged by the Contractor during execution of the Award on board or ashore.

36.0 RESPONSIBILITIES OF TENDER AUTHORITY

- 36.1 Tender Authority shall provide suitable berth facilities at Haldia Dock Complex / Kolkata Dock System, subject to availability, for maintenance / repair of dredger and other crafts deployed by the Contractor as well as permit movement of Contractor's mobile crane inside the dock as and when required, free of charge.
- 36.2 Tender Authority shall provide fresh water to the dredger at dredging area / berth / waiting area, as practicable, on chargeable basis. However, this cannot be considered as a binding obligation on the part of Tender Authority.
- 36.3 Tender Authority shall permit use of available landing jetties, free of cost for operating routine boat services to the dredger by the Contractor.
- 36.4 Tender Authority shall provide dock entry permit to Contractor's personnel, vehicles etc. on chargeable basis.
- 36.5 Tender Authority will post one representative who shall act as Pilot under the provision of Indian Ports Act 1908 at their cost on board the dredger for Pilotage operation. The said representative will also read and record dredging reports, operating time, idle time, breakdown of the dredger etc. jointly with Contractor's representative. These dredging reports along with Neap Survey reports will form the basis of payment under the Contract, which would be required to be submitted in triplicate to the Engineer every week.

37.0 SALVAGE OF PLANT, EQUIPMENT, VESSEL, CRAFT ETC

- 37.1 The Contractor shall forthwith and with due dispatch raise and remove any plant floating or otherwise or any boat or vessel or craft or equipment belonging to them or to any sub-contractor employed by them which may sink in the course of the execution of works within the limits of site or elsewhere within the docks or in Hooghly river within port limits and until the same shall be raised and removed, the Contractor shall set all such

buoys and display at night such lights and do all such things for safety of navigation as may be required by the Tender Authority Board. In the event of the Contractor not carrying out the obligations imposed on it by this clause, the Tender Authority Board may, through some other agency, raise and remove such sunken plant, boat, vessel or craft and buoy and light the same and the Contractor shall reimburse to the Tender Authority Board all costs in connection therewith, which the Tender Authority Board shall be at liberty to recover as debt due.

38.0 ARTICLES OF VALUE:

- 38.1 All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest shall be placed under the care and authority of the Tender Authority. The Contractor shall take every precaution to prevent damage to any such article and shall immediately report to the Engineer-In-Charge or his representative in writing of such discovery and carry out, at the Tender Authority's expenses and Engineer-In-Charge's order as to their retrieval.

39.0 APPLICATION OF ACTS AND PORT RULES

- 39.1 The Contractor and/or the dredgers and other machineries deployed for the Works shall at all times comply with the Applicable Laws including the provision of the Indian Ports Act, 1908; the Major Port Authorities Act, 2021; Rules and Regulations framed thereto and any new Act as may be applicable to ports such as the Tender Authority, enacted by the Government.

40.0 ENGINEER'S AUTHORITY TO DELEGATE

- 40.1 The Engineer-in-Charge may, from time to time in writing, delegate to his representative any of the powers and authorities, vested in the Engineer-in-Charge and shall furnish to the Contractor a copy of all such written delegation of powers and authorities. In case of revocation of any such delegation to the representative of the Engineer-in-Charge shall be in writing and should be informed to the Contractor and the Contractor shall not take any instruction from such representative. Any written instruction or written approval given by the representative of the Engineer-in-Charge to the Contractor within the terms of such delegation shall bind the Contractor and the Tender Authority as though it has been given by the Engineer-in-Charge. Any communication given by the Engineer's Representative to the Contractor in accordance with such delegation shall have the same effect provided that: [Note to draft: Please check what can be delegated by the Engineer in Charge. Whether there are restrictions on the same?]
- a) any failure of the Engineer's Representative to disapprove any work, materials or Plant shall not prejudice the authority of the Engineer to disapprove such work, materials or Plant and to give instructions for the rectification thereof;
 - b) if the Contractor questions any communication of the Engineer's Representative he may refer the matter to the Engineer who shall confirm, reverse or vary the contents of such communication.

41.0 DEPLOYMENT OF STAFF BY THE ENGINEER

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

42.0 CONTRACTOR'S WORKING AREA

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

43.0 TEMPORARY WORKS, OFFICE, JETTY, ETC

- 43.1 The Contractor shall submit to the Engineer for his approval, drawings and proposals for any temporary works such as batching plant, storage yard, office, store, false work and temporary platforms, pre-casting yard, workshop, etc. which he intend to construct for the execution of the contract and no such work shall be constructed before obtaining the written approval of the Engineer.
- 43.2 The Contractor shall obtain permission for any temporary work and would ensure that during execution of works the statutory requirements of the concerned authorities such as Syama Prasad Mookerjee Port, Kolkata, Police, etc. would be complied with.

44.0 DISPUTE RESOLUTION AND ARBITRATION

- 44.1 Any disputes arising out of or in connection with the Award, the Project Documents and documents, instructions, memoranda, etc. all connected to the Works shall be governed by the Laws of India and the Hon'ble High Court at Calcutta shall have exclusive jurisdiction with respect to such disputes arising hereunder or under the Award, the Project Documents and in connection with any and all and documents, instructions, memoranda, etc. all connected to the Works.
- 44.2 In all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in-before mentioned and as to the quality of workmanship or materials used on the Work or as to any other question, interpretation (including this clause), claim, right, matter or thing whatsoever in any way arising out of or relating to the Tender, design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the Works or the execution or failure to execute the same whether arising during the progress of the Work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.
- 44.3 If the Contractor considers any Work demanded of such Contractor to be outside the requirements of the Tender or Project Documents, or disputes

any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the Tender or Project Documents or carrying out of the Works, to be unacceptable, the Contractor shall promptly within 15 days of the receipt of decision from the Engineer-in-Charge request the Director in writing through the Engineer-in-Charge for written instruction or decision. Thereupon, the Director shall give his written instructions of the decision within a period of one month from the receipt of the Contractor's letter. However, this will not be reason for the stoppage of Work.

- 44.4 If the Director fails to give his instructions or decision in writing within the aforesaid period or if the Contractor is dissatisfied with the instruction or decision of the Director, the Contractor may, within 15 days of the receipt of Director's decision, appeal to the Chairman, Tender Authority who shall afford an opportunity to the Contractor to be heard, if the latter so desires, and to offer evidence in support of the appeal. The Chairman, Tender Authority shall give his decision within 30 days of receipt of Contractor's appeal. If the Contractor is still dissatisfied with his decision, the Contractor shall within a period of 30 days from receipt of the decision, give notice to the Chairman, Tender Authority for arbitration which shall be conducted in accordance with Arbitration Rules of the Indian Council of Arbitration ("ICA Rules") failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator. The arbitral tribunal ("Arbitral Tribunal") shall consist of 3 (three) arbitrators from the approved panel of arbitrators being maintained by Indian Council of Arbitration (ICA).
- 44.5 Within thirty (30) days of receipt of such notice from either party, the Engineer-in-Charge of the Works at the time of such dispute shall send to the Contractor the details of approved panel of arbitrators being maintained by Indian Council of Arbitration (ICA).
- 44.6 The Contractor shall within fifteen (15) days of receipt of the names of arbitrators constituting the approved panel of arbitrators of ICA, communicate to the Engineer-in-charge the name of one of the persons from such panel of arbitrators and such a person shall be deemed to have been appointed as an arbitrator by the Contractor. The Tender Authority through the Engineer in Charge shall thereafter, and within 15 (fifteen) days from the appointment of arbitrator by the Successful Arbitrator appoint another arbitrator from the approved panel of arbitrators being maintained by Indian Council of Arbitration (ICA). The Arbitrators so nominated by the Contractor and the Tender Authority shall be referred to as the party appointed arbitrators.
- 44.7 Indian Council of Arbitration shall thereafter appoint a presiding arbitrator of the Arbitral Tribunal from its approved panel of arbitrators within thirty (30) days following the appointment of the last party appointed arbitrator.
- 44.8 If within the timelines stipulated above, a Party to a dispute fails to nominate an arbitrator, the appointment shall be made by Indian Council of Arbitration upon request of a Party to the Dispute, in accordance with the ICA Rules.

- 44.9 The award of the Arbitral Tribunal shall be final and binding. The Arbitral Tribunal shall have the right to appoint experts and technical consultants having specialisation in the areas of dredging and related works for the purposes of adjudication.
- 44.10 The venue of such Arbitration Proceedings shall be Kolkata.
- 44.11 The request for arbitration, the answer to the request, the terms of reference, any written submission, any order and ruling shall be in English language and if oral hearings take place, English shall be the language to be used in the hearing.
- 44.12 The Work shall continue during Arbitration proceedings and no payments due from or payment by the Tender Authority shall be withheld on account of such proceedings except to the extent which may be in dispute.
- 44.13 The Parties agree to consolidation of arbitration proceedings in relation to any disputes arising under the Project Documents.
- 44.14 In case a Central Public Sector Enterprise (CPSE) emerges as the Contractor, commercial disputes, if any, may be settled through Permanent Machinery of Arbitrators (PMA) as per relevant Government of India guidelines. However, for better transparency and impartiality, it is desirable that the parties i.e., the Tender Authority and the Central Public Sector Enterprise (CPSE) who emerged as the Contractor, adopt the arbitration procedures mentioned hereinabove under clauses 44.1 to 44.13 above which will be conducted through an independent arbitration council namely, Indian Council of Arbitration.

45.0 INFORMATION REQUIRED

- 45.1 A technical description of the dredger to be submitted as per the format below and to be enclosed in Part-I (Techno-Commercial Bid) of the offer. The Contractor will have to submit copies of all statutory certificates.
- 45.2 Description of equipment to be used

Template for filling details of equipment		
Sl. No.	PARTICULARS	
1	NAME OF THE EQUIPMENT	
2	OWNERS	
3	FLAG	
4	BUILDER	
5	YEAR OF BUILD	
6	HOPPER CAPACITY	
7	OFFICIAL NO.	
8	REGISTERING AUTHORITY	
9	GRT	
10	LOA	
11	BEAM	
12	DEPTH	
13	DRAFT (BOTH LIGHT & LOADED)	
14	MAXIMUM DREDGING DEPTH	

15	MAIN ENGINE (NOS, MAKE, BHP, RPM ETC. EACH)	
16	ENDURANCE (FULL POWER)	
17	DREDGE PUMP ENGINE (NOS, MAKE, BHP, RPM ETC. EACH)	
18	GENERATOR ENGINE (NOS, MAKE, BHP ETC. EACH)	
19	NAVIGATIONAL EQUIPMENT	
20	TYPE OF DRAGHEAD, WEIGHT OF EACH DRAGHEAD INCLUDING NUMBER OF DRAGHEADS AVAILABLE, JET PRESSURE OF EACH DRAGHEAD& TYPE OF TEETH FITTED ON THE DRAGHEAD. (Only for dredger)	
21	DATE OF LAST DRY-DOCKING	
22	NEXT DRY-DOCKING DUE ON (TO MAINTAIN VALIDITY OF CLASS & STATUTORY CERTIFICATES)	
23	DREDGE PUMP (MAKE, CAPACITY, DISCHARGE RATE, TIME TO FILL UP HOPPER ETC.) (Only for dredger)	
24	CREW (INCLUDING MASTER)	
25	DRAFT LOAD MONITOR (DLM) - MAKE, CALIBRATION CERTIFICATE INDICATING AUTHORITY & DATE OF CALIBRATION.	
26	PARTICULARS OF BOW THRUSTER, IF FITTED WITH	
27	SPEED IN LOADED CONDITION	
28	NUMBER OF RUDDER	
29	NUMBER OF PROPELLER	

Note: Separate sheet to be filled up for each offered equipment.

46.0 TERMINATION OF CONTRACT.

- 46.1 If the Contractor fails to carry out any obligation under the Tender, the Engineer-In-Charge may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.
- 46.2 The Tender Authority shall be entitled to terminate the Tender if the Contractor:
- a) fails to comply with Clause 9.0 [Security Deposit] or with a notice under Sub-Clause 46.1[Notice to Correct];
 - b) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract;
 - c) Without reasonable excuse fails:
 - d) Fails to proceed with the Works on the Works Commencement Date, or
 - e) Fails to maintain the base depth as specified in Clause 26.0 for two consecutive months;
 - f) the depths either at Jellingham including Haldia Anchorage and Lower Jellingham Crossing and / or Upper Eden has reduced by 0.3 m or more from the 'Base Level' as specified in Clause 26.0.

- g) to comply with a notice issued within 28 (twenty eight) days after receiving it,
 - h) subcontracts the whole of the Works or assigns the Tender without the required agreement,
 - i) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against the Contractor, compounds with its creditors, or carries on business under a receiver, trustee or manager for the benefit of its creditors, or if any act is done or event occurs which (under Applicable Laws) has a similar effect to any of these acts or events, or
 - j) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:
 - k) for doing or forbearing to do any action in relation to the Contract, or
 - l) for showing or forbearing to show favour or disfavour to any person in relation to the Tender; or
 - m) if any of the Contractor's personnel, agents or subcontractors gives or offers to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph (f); provided however that lawful inducements and rewards to Contractor's personnel shall not entitle termination.
 - n) If a Force Majeure Event subsists for a period exceeding 180 (one hundred and eighty) days within a continuous period of 365 (three hundred and sixty-five) days.
- 46.3 In any of these events or circumstances, the Tender Authority may, upon giving further 7 (seven) days' notice to the Contractor, terminate the Tender vis-à-vis the Contractor and expel the Contractor from the Site. However, in the case of sub-paragraph (d), (e) and (f) above, the Tender Authority may, by notice, terminate the Tender immediately.
- 46.4 The Tender Authority shall be entitled to terminate the Tender, at any time for the Tender Authority's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 14 (fourteen) days after the later of the dates on which the Contractor receives this notice or the Tender Authority returns the Security Deposit (after making adjustments, if any). The Tender Authority's election to terminate the Tender shall not prejudice any other rights of the Tender Authority, under the Tender or otherwise.
- 46.5 Upon termination of the Tender under Clause 46.3 or 46.4 above, the Contractor shall: (i) cease all further work, except for such work as may have been instructed by the Engineer for the protection of life or property or for the safety of the Works; (ii) leave the Site and deliver any required

Contractor's Equipment, all Contractor's Documents, and other design documents made by or for the Contractor to the Engineer.

However, the Contractor shall use its best efforts to comply immediately with any reasonable instructions included in the notice (i) for the assignment of any sub-contract, and (ii) for the protection of life or property or for the safety of the Works.

- 46.6 After termination, the Tender Authority may complete the Works itself and/or arrange for any other entities to do so. The Tender Authority and/or these entities may use any Contractor's Equipment, Contractor's Documents and other design documents made on behalf of the Contractor for the purposes of completion of the Works.
- 46.7 After completion of the Works, the Tender Authority shall give notice that the Contractor's Equipment will be released to the Contractor at or near the Site. The Contractor shall promptly arrange the removal of such Contractor's Equipment, at the risk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the Tender Authority, the Contractor's Equipment may be sold by the Tender Authority in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.
- 46.8 As soon as practicable after a notice of termination under Sub-Clause 46.3. or 46.4 has taken effect, the Engineer-In-Charge shall proceed to determine the value of the Works and any other sums due to the Contractor for work executed in accordance with the Tender.
- 46.9 After a notice of termination under Sub-Clause 46.3 or 46.4 has taken effect, the Tender Authority may:
- a) withhold further payments to the Contractor until the Costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other Costs incurred by the Tender Authority, have been established, and/or
 - b) recover from the Contractor any losses and damages incurred by the Tender Authority and any extra Costs of completing the Works, after allowing for any sum due to the Contractor under Clause 36.8 above. After recovering any such losses, damages and extra Costs, the Tender Authority shall pay any balance to the Contractor.

46.10 Indemnity

The Contractor shall indemnify and hold harmless the Tender Authority, the Tender Authority's personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:

- a) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the execution and completion of the Works and the remedying of any defects, unless directly attributable to any negligence, wilful act or breach of the

Award by the Tender Authority, the Tender Authority's personnel, or any of their respective agents, and

- b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss:

46.10.b.1 arises out of or in the course of or by reason of the execution and completion of the Works and the remedying of any defects, and

46.10.b.2 is attributable to any negligence, wilful act or breach of the Tender by the Contractor, the Contractor's personnel, their respective agents, or anyone directly or indirectly employed by any of them.

46.11 Risk Purchase

Upon the Contractor failing to comply with the directions of the Tender Authority under clause 51.2 hereunder or upon termination of the Contractor prior to the completion of the Tender Period, the Tender Authority shall have the right to:

- a) Procure at the risk and cost of the Contractor, from the best and nearest available third-party service provider, such services necessary for completion of the remaining Works, which the Contractor has failed to complete/ deliver;
- b) Float fresh tender(s) for procurement of necessary services to ensure timely completion of Works, if considered necessary by the Tender Authority and thereafter declare new Contractor for completion of the Works;
- c) Forfeit the Security Deposit furnished by the Contractor; and
- d) Suspend payments to be made to the Contractor under the invoices raised in connection with the Works prior to termination of the Contractor.

The Contractor shall be liable for all additional costs and expenses (including legal costs and expenses) incurred or to be incurred by the Tender Authority in connection with (i), (ii) and (iii) above. Suspended payments under (iv) above shall be released after making necessary adjustments to the dues payable to the Contractor against the liabilities of the Contractor under this clause.

47.0 DREDGER'S AND EQUIPMENTS ENCUMBRANCES ON CONTRACTOR

- 47.1 The Contractor shall submit an undertaking that the contractual dredgers and ancillary equipment are free from all encumbrances and lien.

48.0 MEASUREMENT OF VOLUME OF DREDGED MATERIALS

- 48.1 The Contractor shall submit certificate pertaining to calibration of hopper (in dredger or barge as applicable) and load recorder by an international

reputed and approved agency prior to the commencement of work. The Contractor shall agree to recalibration by internationally reputed and approved agencies as required by the engineer.

- 48.2 Average value of the bulk densities of samples collected will be deemed to 1790 kg/cbm (i.e. 1.79 ton /cbm).

Density of water is assumed to be 1005 kg/cbm (i.e. 1.005 ton / cbm).
Volume of dredged material shall be computed using the following formula for payment:

$$V_s = (W_h - V_h \times Y_w) / (Y - Y_w)$$

Where

W_h - Nominal hopper load as per load recorder.

V_h - Volume of hopper as per hopper calibration expressed in cubic meter

V_s - Volume of dredged materials

Y_w - Bulk density of water = 1005 kg/cbm (i.e 1.005 ton / cbm).

Y - Average bulk density of dredged materials = 1790 kg/cbm (i.e 1.79 ton /cbm).

Note: Before submission of bids, the bidders, if felt necessary, may collect riverbed materials from the proposed dredging area for ascertaining the variation of bulk density of the bed materials to be dredged. However, the value of bulk density of dredged materials to be applied in the given formula for calculation of volume of dredging will remain fixed at 1.79 Ton /Cum. No excuses on this issue will be entertained after submission of bids.

- 48.3 Measurement of payable quantity dredged through side-casting / rain-bowing is to be done as per the following formula:

$$V_s = \sum_{i=1}^{i=T} \frac{V_{mi} (Y_{mi} - Y_w)}{(Y - Y_w)}, \text{ Where}$$

V_{mi} - Volume of mixture of dredged materials and water discharged from the nozzle at time t_i as per load recorder expressed in cubic meter,

Y_{mi} - Density of mixture of dredged materials and water discharged from the nozzle at time t_i as per load recorder expressed in kg/cbm,

V_s - Cumulative volume of dredged materials in cbm during the rain-bowing / side-casting period of T secs ,

Y_w - Bulk density of water = 1005 kg/cbm,

Y - Average bulk density of dredged materials = 1790 kg/cbm ,

T- Total rain bowing time in sec.

Note: Suitable measuring gadget shall be fitted at the outlet pipe for taking measurement. Specific gravity of the dredged materials is to be considered as 2.65 wherever required.

In the event of non-functioning of the measuring gadget, the measurement will be quantified by the Consultant (NTCPWC) by scientific means by interfacing with production meter in real time.

49.0 LAW OF THE LAND

- 49.1 All Applicable Laws including relevant rules and regulations have to be complied by the Contractor at its own cost. The Tender Authority shall be at liberty to deduct appropriate amount from the bills of the Contractor in

case the Contractor fails to comply with the Applicable Laws including relevant rules and regulations and the consequential damages which may have to be suffered by the Tender Authority.

50.0 COMPLIANCE WITH LABOUR LEGISLATIONS

- 50.1 The Contractor shall comply with all Applicable Laws respecting employment and employment practices, terms and conditions of employment, and wages and hours, and should not engage in any unfair labour practice or unlawful employment practice.

51.0 AMENDMENT TO TENDER DOCUMENTS

- 51.1 At any time prior to the 'Due Date & Time of Bid Submission', the Tender Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the Tender Document by addenda/ corrigendum.
- 51.2 If timely completion of the Works is affected by reasons solely attributable to the Contractor, the Tender Authority shall have the right to direct the Contractor to deploy additional equipment and personnel at the Site and the Contractor shall be obligated to duly comply with the same, without any price escalation.

In the event, the Contractor refuses to comply with the directions of the Tender Authority, the Tender Authority, without prejudice to its rights and contentions under the Tender Document, shall have the right to exercise its rights under Clause 46.2(Risk Purchase) or float fresh tender(s) for procurement of necessary services to ensure timely completion of Works.

- 51.3 If timely completion of the Works is affected by reasons not attributable to the Contractor, the Tender Authority may, in its sole discretion, direct the Contractor to deploy additional equipment and personnel at the Site and the Contractor shall be obligated to duly comply with the same with applicable price escalation(s) as per this Tender Document. Provided that the decision made by the Tender Authority with respect to the applicable price escalation(s) in such case, shall be final.

In the event, the Contractor refuses to comply with the directions of the Tender Authority, the Tender Authority, without prejudice to its rights and contentions under the Tender Document, shall have the right to exercise its rights under Clause 46.2(Risk Purchase) or float fresh tender(s) for procurement of necessary services to ensure timely completion of Works.

52.0 NON-EXCLUSIVITY

- 52.1 The engagement of the Contractor shall be on a non-exclusive basis by the Tender Authority.

53.0 EQUIPMENT QUALITY

- 53.1 The Contractor shall ensure that during the Tender Period, other than reasonable intervals required for maintenance, the Equipment deployed at the Sites are capable of remaining fully functional and operational round

the clock, do not suffer from material defects, are not prone to frequent breakdowns of any nature whatsoever, remain open for inspection anytime by authorised representatives of the Tender Authority and are operated by duly trained personnel of the Contractor.

54.0 OFFICE AND LIAISON OFFICER

- 54.1 The Contractor shall establish an office at Kolkata/Haldia with telephone, Fax and e-mail facilities.
- 54.2 Bidders may please note that where the Tender Authority upon consultation with the competent authority (under the instructions of the Government of India) is of the reasonable opinion that an eligible foreign entity whether as a direct Bidder or as a member of a Consortium Bidder declared to be the Contractor is required to open a project office or branch office near the Site for better coordination and liaison of the Works, such decision of the Tender Authority in this behalf shall be final and conclusive and binding and the foreign entity shall take all steps necessary including obtaining necessary clearances, permissions and approvals for opening of the branch office. Failure to comply with the same shall entitle the Tender Authority to reject grant of Award.
- 54.3 A Liaison Officer should be deployed by the Contractor for interacting /communicating with the Tender Authority, the vessels and other concerned officials at Kolkata/ Haldia. Such liaison officer shall have Mobile Phone with residential telephone facility. He should be a person having experience in the field of similar works.

55.0 Force Majeure

- 55.1 “Force Majeure” means an event beyond the control of the Contractor and the Tender Authority and not involving the Contractor and the Tender Authority’s fault or negligence and which is not foreseeable. Such events may include, but are not restricted to (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies; (ii) rebellion, terrorism, revolution, insurrection, military or usurped power or civil war; (iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor’s personnel and other employees of the Contractor and sub-contractors; (iv) munitions of war, explosive materials, ionising radiation or contamination by radioactivity, except as may be attributable to the Contractor’s use of such munitions, explosives, radiation or radio-activity, and (v) natural catastrophes such as earthquake, tsunami, hurricane, typhoon or volcanic activity.
- 55.2 However, Force Majeure should not be used by a Party to attempt to escape liability for bad performance. If there is delay in performance or other failures by the Contractor to perform its obligation under the Tender due to event of a Force Majeure, the Contractor shall not be held responsible for such delays/failures.
- 55.3 If a force majeure situation arises, the Contractor shall promptly notify the Tender Authority in writing of such conditions and the cause thereof within 21 (twenty one) days of occurrence of such event with reasonable evidence

thereof. The Contractor shall, upon given notice, be excused performance of such obligations for so long as such Force Majeure prevents it from performing them. Unless otherwise directed by the Tender Authority in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means of performance not prevented by the Force Majeure Event. The Contractor shall give notice to the Tender Authority when it ceases to be affected by the Force Majeure Event.

- 55.4 Notwithstanding anything contained herein, if the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of force majeure for a period exceeding 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty-five) days, the Tender Authority shall have the right to terminate the Tender qua the Contractor without any financial repercussion.

56.0 ACCOMMODATION FOR ENGINEER'S REPRESENTATIVES

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

57.0 PRICE PREFERENCE

- 57.1 Price preference will be applicable as per guidelines of Government of India. The prevailing guidelines are attached (**Attachment-C**). Any subsequent guidelines till the last date of submission of the bid will also be applicable.

58.0 INTEGRITY PACT

- 58.1 By submission of the Bid Documents, each Bidder (including a Member Bidder of a Consortium Bidder) declares that no transgressions have occurred in the last 3 (three) years by such Bidder in any country in relation to anti-corruption laws or with any other government (Central/State/PSU's) in India that could justify the exclusion of the Bidder from the Tender Process.
- 58.2 Bidders shall execute and enter into an Integrity Pact with the Tender Authority as per format enclosed at Annexure-I. The same shall be executed on non-judicial stamp paper of minimum value of INR 100/- (Indian Rupees One Hundred only). The Integrity Pact executed by the Bidder selected as the Contractor shall continue to be valid and applicable to such Bidder for the entire Tender Period.
- 58.3 Shri Bipin Behari Mallick, Retired IAS has been appointed by Tender Authority as Independent External Monitor (IEM) for the implementation of the Integrity Pact. Their contact details are as follows:

Shri Bipin Behari Mallick,
293, Naval Technical Officers,
CGHS, Sector-22,
New Delhi-110077,
Mobile:9643002222/9968150900,

Mail: bipinmallick@gmail.com

- 58.4 However, Tender Authority reserves the right to change the Independent External Monitor (IEM) at any point during the Tender Period which will be intimated to the Contractor accordingly.

59.0 PRIORITY OF DOCUMENTS

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

- a) The Contract Agreement (completed)-Annexure-III.
- b) The Letter of Acceptance / Firm work order.
- c) The priced 'Bill of Quantities'.
- d) Bid Clarification,
- e) The Technical Specification, Special Conditions of Contract.
- f) The General Conditions of Contract.
- g) The Drawings, Annexure and Appendix.
- h) All post bid correspondence and any other document forming part of contract, if any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

60.0 BILL OF QUANTITIES (BOQ)

Sl. No.	Work	Rate per Cubic meter for dredging to be quoted (INR)	Value of the dredged materials in cubic meters (INR)	Effective Rate per Cubic meter (INR)	The total quantity in Million Cubic Metre to be considered for the period of 5 years.	Total (INR)
A	B	C	D	E = (C-D)	F	G=(EXF)
1.	Dredging from Haldia Anchorage, Jellingham & Lower Jellingham Crossing and dumping at designated sites.	Rs. --- (P)	Rs. ---	Rs. ---	30.4	Rs. ---
2.	Dredging and	0.73 X P	Rs. ---	Rs. ---	5.0	Rs. ---

	disposal through rain-bowing / side-casting at Haldia Anchorage, Jellingham & Lower Jellingham Crossing.					
3.	Dredging at Upper Eden Bar and dumping at designated locations.	0.75 X P	Rs.-----	Rs.-----	3.5	Rs.-----
4.	Dredging at Lower Eden Bar and dumping at designated locations.	0.88 X P	Rs.-----	Rs.-----	4.0	Rs.-----
5.	Dredging at Haldia Reach and dumping at designated locations.	Rs.	Rs.-----	Rs.-----	6.6	Rs.-----
Grand total (Basic cost) for all the areas as above:						GST as applicable would be payable additionally.

Note: Bidder is required to quote unit rate against item-1 & 5 under column (C) only. The areas against item-2, 3 & 4 would be 73%, 75% & 88% of Rate quoted against item-1 (P) respectively. Items against column (D) also are to be quoted as required.

INTEGRITY PACT

This Integrity Agreement (hereinafter the “**Pact**”) is made at [____] on this [____] day of [____] 2024 BY AND BETWEEN

Syama Prasad Mookerjee Port, Kolkata constituted under The Major Port Authorities Act, 2021 having offices at Syama Prasad Mookerjee Port, Kolkata, 15, Strand Road, Kolkata, West Bengal 700 001 and also an office at [____], represented through Shri [____], Chairman, Syama Prasad Mookerjee Port (hereinafter referred as the “Tender Authority”, which expression shall unless be repugnant to the context or meaning hereof be deemed to mean and include its successors and assigns)

AND

[____], a proprietorship firm having offices at [____] and represented by its proprietor Shri [____], son of [____], aged about [____] years, resident of [____] and holding PAN/ AADHAR [____]

OR

[____], a partnership firm registered under The Indian Partnership Act, 1932, having its offices at [____] and represented by its authorised partner Shri [____], son of [____], aged about [____] years, resident of [____] and holding PAN/ AADHAR [____]

OR

[____], a limited liability partnership incorporated under The Limited Liability Partnership Act, 2008, holding LLPIN [____] and having its registered office at [____] represented by its designated partner Shri [____], son of [____], aged about [____] years, resident of [____] and holding PAN/ AADHAR/ DIN [____]

OR

[____], a company within the meaning of Companies Act, 2013, holding CIN [____] and having its registered office at [____] represented by its authorised director Shri [____], son of [____], aged about [____] years, resident of [____] and holding DIN [____]

OR

[____], a company incorporated under the laws of [____], having registration no. [____] and having its registered office at [____] represented by its authorised director Mr [____], son of [____], aged about [____] years, resident of [____] and holding Passport No [____] issued by [____]

(hereinafter referred to as the “**Bidder**” which expression shall unless be repugnant to the context or meaning hereof be deemed to mean and include its successor, permitted assigns and nominees).

[Note 1: Please retain the portion as relevant to a Bidder basis the nature of the Entity and delete the rest.

Note 2: Please include names of all members of the Consortium Bidder and basis the nature of the Entity, retain the relevant portion and delete the rest.

Note 3: Where there is a Consortium Bidder, replace “BY AND BETWEEN” above with “AMONG”]

For the purposes of this Pact, the Tender Authority and the Bidder shall be collectively referred to as the “Parties” and individually a “Party”.

WHEREAS

- A. The Tender Authority has floated the Tender No. [_____] (hereinafter referred to as “Tender”) and intends to award, under laid down organizational procedure, contract for “[_____].”
- B. The Tender Authority values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relationship with its Bidder(s) and Contractor(s).
- C. To meet the purpose aforesaid, both the parties have agreed to enter into this Pact, the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the Parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the Parties hereby agree as follows and this Pact witnesses as under:

Article 1. Commitment of the Tender Authority

- 1.1. The Tender Authority commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - 1.1.1. No employee of the Tender Authority, personally or through any of his/her Relatives, will in connection with the Tender, or the execution of the 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.
 - 1.1.2. The Tender Authority will, during the Tender process, treat all Bidder(s) with equity and reason.
 - 1.1.3. The Tender Authority will, in particular, before and during the Bidding Process, provide to all Bidder(s) the same information and will not provide to all the Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - 1.1.4. The Tender Authority shall endeavour to exclude from the Tender process any Person or Bidder, whose conduct in the past has been of biased nature or is found to be suffering from ineligibility as specified in the Tender Document.
- 1.2. If the Tender Authority obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code

(IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Tender Authority will inform its Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2. Commitment of the Bidder(s)/Contractor(s)

- 2.1. It is required that each Bidder (including its officers, employees and agents) adhere to the highest ethical standards, and report to the Tender Authority all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2.2. The Bidder(s)/Contractor(s) commit itself to take all measures necessary to prevent corruption and further commits to observe the following principles during its participation in the Tender and during the Contract execution:
 - 2.2.1. The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise or give to any of the Tender Authority's employees involved in the Tender process or 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.
 - 2.2.2. The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - 2.2.3. 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 the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Tender Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - 2.2.4. The Bidder(s)/Contractor(s) shall not lend to or borrow any money form or enter into any monetary dealings or transaction, directly or indirectly, with any employee of the Tender Authority.
 - 2.2.5. The Bidder(s)/ Contractor(s) incorporated outside India under foreign laws shall disclose the names and addresses of agents/representatives in India, if any. A foreign company

being an eligible Bidder, but also having an Indian subsidiary, which also qualifies as an eligible Bidder, can participate either by itself or through its Indian Subsidiary. If the Indian Subsidiary participates, the foreign holding company agrees to adhere to the terms and conditions of the Tender Document.

- 2.2.6. Details as mentioned in the “*Guidelines on Indian Agents of Foreign Suppliers*” as annexed in Annexure “P” shall be disclosed by the Bidder(s)/Contractor(s).
- 2.2.7. The Bidder(s)/Contractor(s) will, when presenting Bid Documents, disclose any and all payments the Bidder(s)/Contractor(s) has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 2.2.8. The Bidder emerging as the lowest Bidder shall fulfil all the requirements under the letter of intent issued by the Tender Authority before being declared as the “Contractor”.
- 2.3. The Bidder(s)/Contractor(s) will not instigate third Persons to commit offences outlined above or be an accessory to such offences.
- 2.4. The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 2.5. The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a Person or such Person’s reputation or property to influence their participation in the tendering process).
- 2.6. The Bidder(s)/ Contractor(s) agree as follows:
 - 3.1.1. Any form of bid rigging by any Bidder including by way bid suppression, complementary bidding, bid rotation, sub-contracting, arrangements with shareholders or ownership interest holders of non-individual and juristic entities, etc. if discovered subsequently, shall result in immediate termination of any Award granted by the Tender Authority (without notice) and the Tender Authority shall proceed against such defaulting Bidder and its constituent members in the manner prescribed under the Tender Document and the Applicable Laws.

- 3.1.2. A Bidder shall not have been subject or is being currently subject to proceedings under anti-corruption laws, anti-dumping laws, trade laws and anti-foreign sanction laws and/ or has been involved in (on currently involved in) proceedings pertaining to bid rigging and cartelisation, under any jurisdiction.
- 3.1.3. A Bidder undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidder(s) with respect to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the Bidding Process.
- 3.1.4. An unsuccessful Bidder or member of an unsuccessful Consortium Bidder shall not participate directly/ indirectly in the Works in any manner whatsoever, after the award of the Tender has been made in favour of the Contractor.

Article 3. Consequences of Breach

- 3.1. Without prejudice to any rights that may be available to the Tender Authority under Applicable Laws or the Contract or its established policies and laid down procedures, the Tender Authority shall have the following rights in case of breach of this Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Tender Authority's absolute right:
 - 3.1.1. If the Bidder(s)/Contractor(s), either before Award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put its reliability or credibility in question, the Tender Authority after giving 14 days' notice to the Bidder(s)/Contractor(s) concerned shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender Process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Tender Authority. Such exclusion may be forever or for a limited period as decided by the Tender Authority.
 - 3.1.2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Tender Authority has disqualified the Bidder(s) from the Tender Process prior to the Award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Tender Authority apart from exercising any legal rights that may have accrued to the Tender Authority, may in its considered opinion forfeit the entire amount of Earnest

Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

- 3.1.3. Criminal Liability: If the Tender Authority obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Tender Authority has substantive suspicion in this regard, the Tender Authority will inform the same to law enforcing agencies for further investigation.
- 3.1.4. Independent External Monitors: The Tender Authority has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact, whose names and email IDs have been given in the Tender Document and whose task shall be to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Pact. The IEMs shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently. Both the Parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings. As soon as the IEMs notice or have reasons to believe a violation of this Pact, they shall so inform to Chairman, Tender Authority. The Bidder(s)/Contractor(s) accepts that the IEMs have the right to access without restriction to all Project Documents including Bid Documents. The Bidder(s)/Contractor(s) will also grant the IEMs, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The IEMs shall be under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) confidentiality. The Tender Authority will provide to the IEMs sufficient information about all meetings among the parties related to the Works provided such meeting could have an impact on the contractual relations between the Parties. The Parties will offer the IEMs the option to participate in such meetings. The IEMs will submit a written report to the Chairman, Tender Authority within 8 (weeks) from the date of reference or intimation to him by the Tender Authority/Bidder(s)/Contractor(s) and, should the occasion arise, submit proposals for correcting problematic situation. However, an opportunity of hearing shall be provided by the IEMs to the Party concerned, before submitting their written report. The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts, either to Tender Authority or to IEMs so appointed by the Tender Authority.
- 3.2. The decision of the Tender Authority to the effect that a breach of the provisions of this Pact has been committed by the

Bidder(s)/Contractor(s) shall be final and conclusive on the Bidder(s)/Contractor(s). However, the Bidder(s)/Contractor(s) can approach IEMs appointed for the purposes of this Pact. IEMs shall examine the transgression and its severity and submit the report to the Chairman, Tender Authority for further action after providing an opportunity and hearing to the affected Bidder(s)/Contractor(s).

Article 4. Previous Transgression

- 4.1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/ State Public Sector Enterprises in India that could justify its exclusion from the Tender process.
- 4.2. If the Bidder makes incorrect statement on this subject, such Bidder can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Tender Authority.
- 4.3. If the Bidder/Contractor can prove that the Bidder/ Contractor has resorted / recouped the damage caused by such Bidder/ Contractor and has installed a suitable corruption prevention system, the Tender Authority may, at its own discretion, revoke the exclusion prematurely.

Article 5. Equal Treatment of all Bidders/Contractors/Subcontractors

- 5.1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Pact. The Bidder/ Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 5.2. The Tender Authority will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 5.3. The Tender Authority will disqualify Bidders from the Tender process, who do not submit, the duly signed Pact, along with the Bid Documents or violate its provisions at any stage of the Tender process.

Article 6. Duration of the Pact

- 6.1. With respect to Contractor(s), this Pact shall be valid from the date of its execution and continue till expiry of 24 (twenty-four) months after completion of the Defect Liability Period or Termination Date, whichever is earlier and for other Bidder(s), till such time the Contract has been awarded in favour of the Contractor.
- 6.2. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Chairman of the Tender Authority.

Article 7. Other Provisions

- 7.1. Terms not defined herein shall draw their respective meanings as assigned to them in the Tender Document.
- 7.2. This Pact is governed by the laws of India, place of performance and the High Court at Calcutta shall have exclusive jurisdiction with respect to any dispute or differences or interpretational issues arising between the Parties (including this Clause 7.2) arising hereunder.
- 7.3. Changes and supplements need to be made in writing. Side agreements have not been made.
- 7.4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 7.5. It is agreed term and condition that any dispute or difference arising between the Parties with regard to the terms of Pact, any action taken by the Tender Authority in accordance with this Pact or interpretation thereof shall not be subject to arbitration.

Article 8. LEGAL AND PRIOR RIGHTS

- 8.1. All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Pact.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED AND EXECUTED THIS PACT AT THE PLACE AND DATE FIRST ABOVE MENTIONED IN THE PRESENCE OF FOLLOWING WITNESSES.

For and on behalf of the Tender Authority For and on behalf of the Bidder

Name:
Designation:
Authorised by [____] dated [____]

Name:
Designation:
Authorised by [____] dated [____]

In the presence of:

Witness 1

Witness 2

Name:
Address:

Name:
Address:

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1 REGISTRATION AND DISCLOSURE OF INFORMATION BY INDIAN AGENTS

- 1.1 All Indian agents of foreign suppliers are mandatorily required to register themselves with the Tender Authority. Any agent who is not registered with the Tender Authority shall apply for registration with the Tender Authority in the prescribed form.
- 1.2 Registered agents are required to file either an authenticated photocopy (duly attested by a notary public) or the original contract between the foreign supplier and the Indian agent confirming the principal-agent relationship and providing details on the commission / remuneration / salary / retainership being paid by such foreign supplier to the Indian agent along with the Bid.
- 1.3 Wherever the Indian representatives have communicated on behalf of their principals and foreign parties have stated that they are not paying any commission to the Indian agents and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2 DISCLOSURE OF PARTICULARS OF AGENTS / REPRESENTATIVES IN INDIA, IF ANY

- 2.1 Bidders of Foreign nationality shall furnish the following details in their Bid:
 - 2.1.1 Name and address of the agents / representatives in India, if any and the extent of authorization and authority given to commit such foreign Bidder.
 - 2.1.2 The amount of commission / remuneration included in the quoted price(s) for such agents / representatives in India.
 - 2.1.3 Confirmation of the Bidder that the commission / remuneration (if any) payable to its agents / representatives in India, is to be paid by the Tender Authority in Indian Rupees only.
- 2.2 Bidders of Indian nationality shall furnish the following details in their Bid:
 - 2.2.1 Name and address of foreign principals indicating their nationality as well as their status as a manufacturer or agent of such manufacturer along with a copy of the authorization granted by the foreign principal to the Indian Bidder to make a Bid under this Tender Document.
 - 2.2.2 The amount of commission / remuneration included in the price(s) quoted by the Indian Bidder for itself.
 - 2.2.3 Confirmation of the foreign principals of the Indian Bidder that the commission / remuneration (if any) reserved for the Indian Bidder in

the quoted price(s) shall be payable by the Tender Authority in India in equivalent Indian Rupees.

- 2.2.4 Notwithstanding any agreement between any Indian agent and a foreign supplier, in the event such Bidder is awarded the Contract, the terms of payment within the Contract shall provide for the payment of commission / remuneration (if any) payable to the Indian agent in Indian Rupees on the expiry of 90 (ninety) days after complete discharge of obligations under the Contract.
- 2.3 Failure to furnish correct and detailed information as called for in this paragraph 2 will render the concerned Bid liable for rejection or, in the event of a contract materializing, the same liable to termination by the Tender Authority. Further, the Tender Authority reserves its rights to also ban such Bidder / Indian agent from all future business dealings and seeking remedies in law in the nature of damages.

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

To
The Board of Syama Prasad Mookerjee Port, Kolkata
15, Strand Road
Kolkata-700001.

Tender No.: [____]
Bank Guarantee No.:
Date:
Issuing Bank:
Issuing Branch:
Address:
Bank Guarantee Value: INR [____]/- (Indian Rupees [____] only)
Expiry Date: [3 months after expiry of the term of the Contract]
Beneficiary: Syama Prasad Mookerjee Port, Kolkata
Beneficiary Account No: [____]

In response to your Tender Document for “Maintenance Dredging In Hooghly Estuary In The Shipping Channel Of Syama Prasad Mookerjee Port, Kolkata” dated [____] (hereinafter referred to as the “**Tender Document**”) issued in reference to Tender Reference No.: [____] dated [____], M/s _____ having its registered office at _____ (hereinafter referred to as the “**Bidder**”) has participated in the said bidding process for being engaged as a contractor as per the terms and conditions of the Tender Document and has been declared as the successful Bidder therein.

As per the terms of the Tender Document, the successful Bidder is required to provide a security deposit of INR [____]/- (Indian Rupees [____] only) (hereinafter the “**Security Deposit**”) in favour of Syama Prasad Mookerjee Port, Kolkata (hereinafter “Tender Authority”) to secure the performance of its obligations under the Tender Document and the formal contract to be executed between the successful Bidder and Tender Authority (hereinafter the “**Contract**”). In consideration of the Tender Authority having agreed to exempt the successful Bidder from payment of the Security Deposit by way of a demand draft:

We, ____ [INSERT NAME OF BANK] _____, having its registered office at _____ and the issuing branch at _____ (hereinafter referred to as the “**Bank**”) hereby irrevocably undertake and guarantee to pay on demand by the Tender Authority (by itself or through any authorised persons) the amount of INR [____]/- (Indian Rupees [____] only) being the Security Deposit without any reservation, protest, demur or recourse and without requiring the Tender Authority to substantiate their demand and without reference to the Bidder. Any such demand made by the Tender Authority (by itself or through any authorised persons) shall be conclusive and binding on the Bank irrespective of any disputes or differences raised by the Bidder through legal proceedings or otherwise. The Bank undertakes to pay the sum demanded by the Tender Authority within 7 (seven) days of such demand by issuance of an A/c Payee Banker's Cheque drawn in favour of “Kolkata Port Trust” without any demur.

The Bank confirms that this guarantee has been issued in accordance and compliance with

the laws of [Insert name of Issuing Country / India]. The Bank agrees that this guarantee shall be irrevocable and governed and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of Indian courts as per the terms and conditions of the Tender Document and the Contract.

The Bank agrees that the Bank Guarantee herein contained shall remain in full force and effect for a period of 3 (three) months after the expiry of the term of the Contract and fulfilment of all the obligations of the successful Bidder under the Contract and the Tender Document and that this Bank Guarantee shall continue to be enforceable till all the terms and conditions of the said Tender Document and Contract have been fully honoured / fulfilled by the successful Bidder and the Tender Authority discharges this Bank Guarantee. This Bank Guarantee shall remain valid upto (and including) _____[Insert date being 3 months from expiry of Contract]_____ and the Tender Authority shall have the right to invoke the present Bank Guarantee during the aforesaid validity period or any extension thereof made by the Bank on a written request made by the Bidder as may be required by the Tender Authority.

The Bank further agrees that without the consent of the Bank and without affecting in any manner the obligations of the Bank hereunder, the Tender Authority shall have the full liberty to vary any of the terms and conditions of the Contract and/or the Tender Document from time to time and to vary, increase or decrease the time for performance by the Bidder under the Contract and/or the Tender Document and the Bank shall not be relieved from its liability under this Bank Guarantee by reason of any such variation or extension being granted to the Bidder or for any forbearance, act, commission or omission on the part of the Tender Authority or any indulgence by the Tender Authority to the Bidder or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision have effect of so relieving the Bank.

The Bank lastly undertakes not to revoke this Bank Guarantee during its currency except with the previous consent of the Tender Authority in writing.

SIGNATURE.....

NAME.....

DESIGNATION.....

(Only constituted attorney for and on behalf of)

BANK.....

BRANCH.....Kolkata/Haldia.

(OFFICIAL SEAL OF THE BANK)

Note:-

Interested bidders are requested to note that Bank Guarantee Repository System (BGRS) for BG offered by ICICI bank is to be introduced along with undernoted clause:-

“While issuing Bank Guarantee issuing applicant must mention receivers details as ICICI Bank, IFSC-ICIC0003507, Branch Haldia Township in BG text at which SFMS IFIN760 messages to be sent by issuing bank to establish the authenticity of given BG”.

(OFFICIAL SEAL OF THE BANK)

Notes:

To be executed on Non-Judicial Stamp Paper of at least INR 100/-

For an Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Agreement has been executed.

CONTRACT AGREEMENT

This Contract Agreement (hereinafter the “**Agreement**”) is made at [____] on this [____] day of [____] 2024,

AMONG

Syama Prasad Mookerjee Port, Kolkata constituted under The Major Port Authorities Act, 2021 having offices at Syama Prasad Mookerjee Port, Kolkata, 15, Strand Road, Kolkata, West Bengal 700 001 and also an office at [____], represented through Shri [____], Chairman, Syama Prasad Mookerjee Port (hereinafter referred as the “Tender Authority”, which expression shall unless be repugnant to the context or meaning hereof be deemed to mean and include its successors and assigns)

AND

[____], a proprietorship firm having offices at [____] and represented by its proprietor Shri [____], son of [____], aged about [____] years, resident of [____] and holding PAN/ AADHAR [____] (hereinafter referred to as the “**Bidder 1**” which expression shall unless be repugnant to the context or meaning hereof be deemed to mean and include its successor, permitted assigns and nominees);

AND/OR

[____], a partnership firm registered under The Indian Partnership Act, 1932, having its offices at [____] and represented by its authorised partner Shri [____], son of [____], aged about [____] years, resident of [____] and holding PAN/ AADHAR [____] (hereinafter referred to as the “**Bidder 2**” which expression shall unless be repugnant to the context or meaning hereof be deemed to mean and include its successor, permitted assigns and nominees);

AND/OR

[____], a limited liability partnership incorporated under The Limited Liability Partnership Act, 2008, holding LLPIN [____] and having its registered office at [____] represented by its designated partner Shri [____], son of [____], aged about [____] years, resident of [____] and holding PAN/ AADHAR/ DIN [____] (hereinafter referred to as the “**Bidder 3**” which expression shall unless be repugnant to the context or meaning hereof be deemed to mean and include its successor, permitted assigns and nominees);

AND/OR

[____], a company within the meaning of Companies Act, 2013, holding CIN [____] and having its registered office at [____] represented by its authorised director Shri [____], son of [____], aged about [____] years, resident of [____] and holding DIN [____] (hereinafter referred to as the “**Bidder 3**” which expression shall unless be repugnant to the context or meaning hereof be deemed to mean and include its successor, permitted assigns and nominees).

AND/OR

[____], a company incorporated under the laws of [____], having registration no. [____] and having its registered office at [____] represented by its authorised director Mr [____], son of [____], aged about [____] years, resident of [____] and holding Passport No [____] issued by [____] (hereinafter referred to as the “**Bidder 3**” which expression shall unless be repugnant to the context or meaning hereof be deemed to mean and include its successor, permitted assigns and nominees);

AND

[____], a limited liability partnership incorporated under The Limited Liability Partnership Act, 2008, holding LLPIN [____] and having its registered office at [____] represented by its designated partner Shri [____], son of [____], aged about [____] years, resident of [____] and holding PAN/ AADHAR/ DIN [____] (hereinafter referred to as the “**SPV**” which expression shall unless be repugnant to the context or meaning hereof be deemed to mean and include its successor, permitted assigns and nominees);

AND/OR

[____], a company within the meaning of Companies Act, 2013, holding CIN [____] and having its registered office at [____] represented by its authorised director Shri [____], son of [____], aged about [____] years, resident of [____] and holding DIN [____] (hereinafter referred to as the “**SPV**” which expression shall unless be repugnant to the context or meaning hereof be deemed to mean and include its successor, permitted assigns and nominees).

Note:

Please include names of all members of the Consortium Bidder and basis the nature of the Bidder’s entity, retain the relevant portion and delete the rest.

Please include name of SPV and basis the nature of the SPV, retain the relevant portion and delete the other.

For the purposes of this Agreement, (i) the Tender Authority, Bidder 1, Bidder 2, Bidder 3 and the SPV shall be collectively referred to as the “Parties” and individually a “Party”; and (ii) the Bidder 1, Bidder 2 and Bidder 3 shall be collectively referred to as the “Successful Bidder”.

WHEREAS

A. The Tender Authority has floated Tender No. [____] (hereinafter referred to as “**Tender**”) by way of Tender Document bearing reference no. [____] (“**Tender**”)

Document”) and intends to award, under laid down organizational procedure, contract for “[_____]” (“**Works**”).

- B. Bidder 1, Bidder 2 and Bidder 3 have jointly participated in the Tender and submitted Bid Documents to the Tender Authority as against the Tender, in accordance with the terms and conditions of the Tender Document and Bidder 1, Bidder 2 and Bidder 3 have been declared as the “*Successful Bidder*” by the Tender Authority.
- C. The Tender Authority has issued a letter of intent dated [_____] to Bidder 1, Bidder 2 and Bidder 3 and Bidder 1, Bidder 2 and Bidder 3 have successfully complied with the terms and conditions stipulated therein. Bidder 1, Bidder 2 and Bidder 3 had agreed to incorporate a special purpose vehicle in the Joint Bidding Agreement dated [_____] and have incorporated the SPV herein for the Works.
- D. The Tender Authority has issued a formal letter of award bearing reference no. [_____] dated [_____] granting the Tender to the Successful Bidder for implementation of the Works by the SPV (“**Award**”) and the Successful Bidder and the SPV have accepted the terms and conditions of the Award by duly acknowledging the same.
- E. Now the Tender Authority desires to record the terms and conditions of engagement of the Successful Bidder and the SPV as the “Contractor” for the Works.

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS CONTAINED IN THIS AGREEMENT, THE PARTIES HEREBY AGREE AS FOLLOWS AND THIS AGREEMENT WITNESSES AS UNDER:

Article 1. Definitions

- 1.1. In this Agreement, capitalised terms, unless defined herein shall have the meanings ascribed to them under the Tender Document.

Article 2. Contract for Works

- 2.1. The following documents shall constitute an integral part of this Agreement (“**Work Documents**”):
 - (i) Tender Documents;
 - (ii) Addendum and Corrigendum to Tender Documents;
 - (iii) Publications by the Tender Authority pursuant to pre-bid meeting(s) in connection with the Tender;
 - (iv) Bid Documents including Integrity Pact, Joint Bidding Agreement, etc.
 - (v) BOQ;
 - (vi) Letter of Intent;
 - (vii) Award;
 - (viii) General Conditions of Contract issued by the Tender Authority;
 - (ix) [Insert details of EMD];
 - (x) [Insert details of Security Deposit];
 - (xi) [Insert details of any other BGs issued];
 - (xii) All instructions, notes, memoranda, drawings, specifications, notices issued by the Tender Authority under the Tender Document;

- (xiii) All correspondences between the Tender Authority on one hand and the Successful Bidder/ SPV on the other hand in connection with the Works; and
 - (xiv) Such other documents deemed necessary by the Tender Authority to form part of this Agreement.
- 2.2. The Successful Bidder and the SPV have accepted the Award and agrees to be bound by the terms and conditions contained in the Works' Documents.
- 2.3. This Agreement shall be valid till the completion of [____] from the Works Commencement Date, i.e., till [____] ("**Contract Period**").
- 2.4. The Tender Authority shall have the right to terminate this Agreement prior to the expiry of the Contract period referred under Clause 2.3 above, on such terms and conditions contained in the Works' Documents.
- 2.5. Invoices shall be raised on the Tender Authority by the Successful Bidder/ SPV on such terms and conditions contained in the Works' Documents and payments shall be released (subject to deduction of necessary withholding taxes) by the Tender Authority in accordance with the Works' Documents.
- 2.6. Each of the Parties represent to each other as follows:
- 2.6.1. it is duly organized and validly existing under the Laws of the jurisdiction of its incorporation or continuance, as the case may be, and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof;
 - 2.6.2. it is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder, and the individual executing this Agreement on its behalf has been duly authorized to do so by all requisite corporate action;
 - 2.6.3. this Agreement is legally binding upon it and enforceable in accordance with its terms;
 - 2.6.4. the execution, delivery and performance of this Agreement by it does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any material Applicable Law;
 - 2.6.5. it has not granted, and shall not grant during the Contract Period, any right to any Third Party which would conflict with the rights granted to the other Party hereunder;
 - 2.6.6. it is not aware of any action, suit or inquiry or investigation instituted by any Person which questions or threatens the validity of this Agreement; and
 - 2.6.7. No consent or approval from any Third Party (including any governmental or administrative body or court) is necessary to consummate this Agreement, grant the rights and licenses

contemplated to be granted by it to the other Party, or to its knowledge, to conduct the activities contemplated hereunder this Agreement.

Article 3. Miscellaneous

- 3.1. All notices, requests and other communications to any Party hereunder shall be in writing and shall be deemed given when delivered personally, facsimiled (which is confirmed), emailed (which is confirmed) or sent by overnight courier (providing proof of delivery) to the Parties at the following addresses:

To Lead Member

Address :
Fax :
Email :
Kind Attention :

To Bidder 2

Address :
Fax :
Email :
Kind Attention :

To Bidder 3

Address :
Fax :
Email :
Kind Attention :

To SPV

Address :
Fax :
Email :
Kind Attention :

To Tender Authority

Address :
Fax :
Email :
Kind Attention :

- 3.2. This Agreement is governed by the laws of India, place of performance and the High Court at Calcutta shall have exclusive jurisdiction with respect to any dispute or differences or interpretational issues arising between the Parties (including this Clause 7.2) arising hereunder.

3.3. Disputes arising hereunder and/or under the other Works' Documents shall be resolved in the manner stated in Clause [] on Page [] of the Tender Document.

3.4. This Agreement may be executed in one or more counterparts, each of which will be deemed to constitute an original, but all of which shall constitute one and the same agreement and may be delivered by facsimile or other electronic means intended to preserve the original graphic or pictorial appearance of a document.

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

For and on behalf of the
[Lead Member]

For and on behalf of the
[Bidder 2]

For and on behalf of the
[Bidder 3]

Authorised Signatory
Name:
Designation:
Authorised by [] dated
[]

Authorised Signatory
Name:
Designation:
Authorised by [] dated
[]

Authorised Signatory
Name:
Designation:
Authorised by [] dated
[]

For and on behalf of the
[SPV]

For and on behalf of the
[Tender Authority]

Authorised Signatory
Name:
Designation:
Authorised by [] dated
[]

Authorised Signatory
Name:
Designation:
Authorised by [] dated
[]

FORM OF BID

To
The Director, Marine Department,
Syama Prasad Mookerjee Port, Kolkata,
15 Strand Road,
Kolkata-700 001.

Ref: Tender Document bearing reference no. [___] dated [___] inviting tenders for engagement as a contractor for maintenance dredging in the Hooghly Estuary for a period of 5 (five) years (hereinafter the “**Tender Document**”)

Dear Sir,

We, M/s.....having read and fully understood the terms and conditions contained in the Tender Document hereby submit our Bid for maintenance dredging in Haldia Channel for the consideration of the Board of Syama Prasad Mookerjee Port, Kolkata(hereinafter the “**Tender Authority**”) in accordance with and as set forth in the Tender Document.

The quotations in this Bid have been submitted in Part-I and Part-II as stipulated in the Tender Document. We also confirm that no condition has been stipulated in the price bid in Part-II.

We hereby agree that the terms and conditions contained in the Tender Document (including specifically and without limitation the specifications, conditions of tender and General Conditions of Contract) together with the acceptance thereof in writing by or on behalf of the Tender Authority shall constitute the contract between us and the Tender Authority.

We have deposited with the Tender Authority a sum of INR [___]/- (Indian Rupees [___] only) vide Receipt/Transaction ID No. _____ dated _____ as a tender fee, a photocopy of which is attached hereto.

We also agree to abide by this Bid for a period of 180 days from the opening of Part-I (Techno-Commercial Bid) and in default of our so doing, the Earnest Money Deposit of INR [___]/- (Indian Rupees [___] only) shall be liable to be forfeited and the Tender Authority shall have the liberty to proceed against us in accordance with the terms and conditions of the Tender Document.

We undertake to forthwith provide a break-up of our price bid provided in Part-II of our Bid with adequate justification to establish its veracity upon any request being made by the Tender Authority, failing which the Tender Authority may cancel our Bid and forfeit our Earnest Money Deposit and otherwise proceed against us in terms of the Tender Document.

We agree that the Tender Authority is not bound to accept the lowest or any bid received and that the Tender Authority reserves the right to accept any bid either as a whole or in parts and that the Tender Authority is not bound to give any reasons for its decision.

Yours faithfully,

Dated:

Signature:

Full Address:

Seal:

Calculation of incentive (Clause-26.1).	<p>In a month considering following depth situation:</p> <p>Depth at Haldia Anchorage (any month of 1st year of contract): 5.5 m throughout the month (30 days). Depth at Jellingham: 5.6 m for 15 days and 5.5 m for rest of the month. Depth at Lower Jellingham Crossing: 5.5 m throughout the month. Depth at Upper Eden: 6.5 m throughout the month.</p> <p>Minimum rise at 5.5m at Haldia Anchorage above targeted depth i.e. 0.1m (5.5-5.4) for affected period of 30 days. Incentive= $0.5 \times 1 = 0.5\%$ for 30 days (one month). Monthly Quantity: Annual Quantity (Haldia Anchorage + Jellingham + Lower Jellingham crossing + Upper Eden)/12 months. Value of the monthly quantity = Y (Calculated based on agreed unit rates of different areas). Monthly incentive = 0.5% of Y for 30 days. Payable incentive for 30 days would be = $\{(0.5\% \text{ of } Y) / 30, \text{ Nos. of days of the Month}\} \times 30 \text{ days}$.</p> <p>Note: Targeted Depths would be different for different years as stipulated at Clause-26.0.</p>
Calculation of dis-incentive (Clause-26.2).	<p>In a month considering following depth situation:</p> <p>Depth at Haldia Anchorage (any month of 1st year of contract): 4.9 m throughout the month (30 days). Depth at Jellingham: 5.0 m for 15 days and 5.1 m for rest of the month. Depth at Lower Jellingham Crossing: 5.2 m throughout the month. Depth at Upper Eden: 6.1 m throughout the month.</p> <p>Maximum fall from Base Level Depths at Haldia Anchorage i.e. 0.2m (5.1-4.9) & affected period is 30 days. Disincentive= $1 \times 2 = 2\%$ for 30 days. Monthly Quantity: Annual Quantity (Haldia Anchorage + Jellingham + Lower Jellingham crossing + Upper Eden)/12 months. Value of the monthly quantity = Y (Calculated based on agreed unit rates of different areas). Monthly disincentive = 2% of Y. Deductable disincentive for 30 days would be = $\{(2\% \text{ of } Y) / 30, \text{ Nos. of days of the Month}\} \times 30 \text{ days}$.</p> <p>Note: Targeted Depths would be different for different years as stipulated at Clause-26.0.</p>
Calculation of LD (Clause-26.3)	<p>If the contractor executes 1st year annual quantity of 1.8 Million Cubic Metre in 380 days from the commencement of contract, the delay would be 15 days i.e 2 weeks & 1 day, which would entail $0.5\% \times 3$ i.e. 1.5% of annual value of Haldia Reach dredging as per BOQ rate.</p>

(Bank Guarantee format for Earnest Money Deposit)

To
The Board of Syama Prasad Mookerjee Port, Kolkata
15, Strand Road
Kolkata-700001.

Tender No.: [____]
Bank Guarantee No.:
Date:
Issuing Bank:
Issuing Branch:
Address:
Bank Guarantee Value: INR 3,66,00,000/- (Indian Rupees Three Crore Sixty Six Lakhs only)
Expiry Date: [Minimum of 7 months from scheduled date of opening of Part-1 of the Bid]
Beneficiary: Syama Prasad Mookerjee Port, Kolkata
Beneficiary Account No: [____]

In response to your Tender Document for “Maintenance Dredging In Hooghly Estuary In The Shipping Channel Of Syama Prasad Mookerjee Port, Kolkata” dated [____] (hereinafter referred to as the “**Tender Document**”) issued in reference to Tender Reference No.: [____] dated [____], M/s _____ having its registered office at _____ (hereinafter referred to as the “**Bidder**”) wishes to participate in the said bidding process for being engaged as a contractor as per the terms and conditions of the Tender Document.

As a part of the bidding process, the Bidder is required to provide an Earnest Money Deposit of INR 3,76,00,000/- (Indian Rupees Three Crore Seventy Six Lakhs only). In consideration of the Board of Syama Prasad Mookerjee Port, Kolkata (hereinafter referred to as “**Tender Authority**”) having agreed to exempt the Bidder from cash payment of INR 3,66,00,000/- (Indian Rupees Three Crore Sixty Six Lakhs only) on receipt of a cash payment of INR 10,00,000/- (Indian Rupees Ten Lakhs only) on submission of a bank guarantee equivalent to the exempted amount:

We, ____ [INSERT NAME OF BANK] _____, having its registered office at _____ and the issuing branch at _____ (hereinafter referred to as the “**Bank**”) hereby irrevocably undertake and guarantee to pay on demand by the Tender Authority (by itself or through any authorised persons) the amount of INR 3,66,00,000/- (Indian Rupees Three Crore Sixty Six Lakhs only) without any reservation, protest, demur or recourse and without requiring the Tender Authority to substantiate their demand and without reference to the Bidder. Any such demand made by the Tender Authority (by itself or through any authorised persons) shall be conclusive and binding on the Bank irrespective of any disputes or differences raised by the Bidder through legal proceedings or otherwise. The Bank undertakes to pay the sum demanded by the Tender Authority within 7 (seven) days of such demand by issuance of an A/c Payee Banker's Cheque drawn in favour of “Kolkata Port Trust” without any demur.

The Bank confirms that this guarantee has been issued in accordance and compliance with the laws of [Insert name of Issuing Country / India]. The Bank agrees that this guarantee shall be irrevocable and governed and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of Indian courts as per the terms and conditions of the Tender Document.

The Bank agrees that the Bank Guarantee herein contained shall remain in full force and effect during the period that is taken for finalization of the Tender under the Tender Document and that it shall continue to be enforceable till all the terms and conditions of the said Tender Document have been fully honoured /fulfilled by the Bidder and the Tender Authority discharges this Bank Guarantee. This Bank Guarantee shall remain valid upto (and including) ____ [Insert date being 6 months from scheduled date of opening of Part-I of the Bids]____ and the Tender Authority shall have the right to invoke the present Bank Guarantee for a period of upto 1 (one) calendar month from the expiry of the aforesaid validity period up to ____ [Insert date being 7 months from scheduled date of opening of Part-I of the Bids]____ or any extension thereof made by the Bank on a written request made by the Bidder as may be required by the Tender Authority.

The Bank further agrees that without the consent of the Bank and without affecting in any manner the obligations of the Bank hereunder, the Tender Authority shall have the full liberty to vary any of the terms and conditions of the said Tender under the Tender Document from time to time and to vary, increase or decrease the time for performance by the Bidder under the Tender Document and the Bank shall not be relieved from its liability under this Bank Guarantee by reason of any such variation or extension being granted to the Bidder or for any forbearance, act, commission or omission on the part of the Tender Authority or any indulgence by the Tender Authority to the Bidder or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision have effect of so relieving the Bank.

The Bank lastly undertakes not to revoke this Bank Guarantee during its currency except with the previous consent of the Tender Authority in writing.

SIGNATURE.....

NAME.....

DESIGNATION.....

(Only constituted attorney for and on behalf of)

BANK.....

BRANCH.....Kolkata/Haldia.

(OFFICIAL SEAL OF THE BANK)

Note:-

Interested bidders are requested to note that Bank Guarantee Repository System (BGRS) for BG offered by ICICI bank is to be introduced along with undernoted clause:-

“While issuing Bank Guarantee issuing applicant must mention receivers details as ICICI Bank, IFSC-ICIC0003507, Branch Haldia Township in BG text at which SFMS IFIN760 messages to be sent by issuing bank to establish the authenticity of given BG”.

(OFFICIAL SEAL OF THE BANK)

INFORMATION TO BE PROVIDED FOR SECURITY CLEARANCE

(I) Details in respect of the Bidder(s) (Indian /Foreign):

Name of Bidder	Nature of Bidder	Date of registration and registration number of Bidder	Address	Previous name of the Bidder(if any)	Details of earlier security approvals (if any)
	[Individual / Firm / Company]		Head Office: Regional Office: Registered Office:		<i>Note: Please include the reference no. and date of such security clearance)</i>

(II) Details in respect of Director(s) / Partner(s):

Sl. No.	Name	Position and date of appointment	Date of Birth	Parentage	Present & Permanent address	Nationality	Passport No. and issue date (if any)	Contact address & telephone number
1								
2								
3								

(III) Details of shareholders of Bidder (All firms /companies/entities/individuals having shareholding / profit-sharing of more than 10%):

Sl. No.	Full name	Parentage	Date of Birth	Permanent address	Present address	Present position held in the Bidder(if any)	Nationality (if holding dual nationality, both must be clearly mentioned)	% and number of shares held in the Bidder
1								
2								
3								

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

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

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

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

Note: In case of a consortium of Bidders, each member of the Consortium needs to fill up and provide the information sought in this Annexure.

Format For Power Of Attorney For Submitting Bid Documents

Note: To be executed before Notary Public on a Non-Judicial Stamp Paper of at least INR 10/-

Dated: _____

POWER OF ATTORNEY

To whomsoever it may concern

Mr / Mrs / Ms _____ [Name of the Person(s)] (hereinafter referred to as the “Attorney”), son / wife / daughter of _____ residing at _____ [Address of the person(s)], acting as _____ (Designation of the person and name of the firm), and whose signature is attested below, is hereby authorized on behalf of _____ [Name of the Bidder(in case of a Consortium Bidder, name of the Lead Member)] to sign and submit the Bid Documents on behalf of _____ [Name of the Bidder (in case of a Consortium Bidder, name of the Lead Member)] in connection with [(Tender No.)and (Tender subject- “.....”)]and is hereby further authorized to provide relevant information/ documents and respond to enquiries, etc. as may be required by the Tender Authority in respect of the Bid Documents.

And I/ we hereby agree that all acts, deeds and things lawfully done by our said Attorney shall be construed as acts, deeds and things done by us and I/ we undertake to ratify and confirm all and whatsoever that my / our said Attorney shall lawfully do or cause to be done for me / us by virtue of the power hereby given.

(Attested signature of Mr / Mrs / Ms _____)

For _____ (Name of the Bidder/ Consortium Members with Seal)

Note -

(In case of Consortium, representative of all members must sign)

Format For Power Of Attorney For Lead Member Of Consortium(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 10)POWER OF ATTORNEY

WHEREAS Syama Prasad Mookerjee Port, Kolkata constituted under The Major Port Authorities Act, 2021 having offices at Syama Prasad Mookerjee Port, Kolkata, 15, Strand Road, Kolkata, West Bengal 700 001 and also an office at [____](the “**Tender Authority**”) has invited bids from interested parties for “.....” (Tender No.) (the “**Tender**”);

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 of the Consortium Bidders] (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 of the Consortium and the 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 under the Tender Document and, in the event the Consortium is awarded the Contract under the Tender, to conduct all business for and on behalf of the Consortium during the execution of such contract between the Consortium and the Tender Authority, 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 for the Tender, including but not limited to registering and operating the eNivida Portal, 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 the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Tender 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 for the Tender and/or upon award thereof till the Contract is entered into with the Tender Authority.

AND the Principals 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 OF202*

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

Witnesses:

- 1.
- 2.
-

Note: To be executed by all the members of the Consortium.

Profile of the Bidder

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s) in India (if any):
 - (d) Date of incorporation and commencement of business:
2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in connection with implementation of the Contract, if awarded:
3. Details of individual(s) of the Bidder (Lead Member in case of Consortium) who will serve as the point of contact/ communication with the Tender Authority:
 - (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 Consortium Bidder	Role
1.		
2.		
3.		
4.		

Signature of Power of Attorney Holder:

Name:

Designation:

Date:

Seal

Details of Technical Capability of Bidder

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

Instructions:

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

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

Name:

Designation:

Date:

Seal

CERTIFIED BY

Name of Chartered Accountant Firm

Registration No. & other details

Name of the Signatory:

Signature:

Designation:

Date:.....

Seal

Details of Financial Capability of Bidder

(In Rs. Crore)

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

Note: Please add / remove rows depending upon the number of Bidders in the Consortium.

Note: The Single Entity Bidder/ each Consortium Bidder should submit its details in the appropriate column.

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

Name:

Designation:

Date:

Seal

CERTIFIED BY

Name of Chartered Accountant Firm

Registration No. & other details

Name of the Signatory:

Signature:

Designation:

Date:.....

Seal

Notes:

To be executed on Non-Judicial Stamp Paper of at least INR 100/-

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.

JOINT BIDDING AGREEMENT

This Joint Bidding Agreement (hereinafter the “**Agreement**”) is made at [____] on this [____] day of [____] 2024,

AMONG

[____], a proprietorship firm having offices at [____] and represented by its proprietor Shri [____], son of [____], aged about [____] years, resident of [____] and holding PAN/ AADHAR [____] (hereinafter referred to as the “**Bidder 1**” which expression shall unless be repugnant to the context or meaning hereof be deemed to mean and include its successor, permitted assigns and nominees);

AND/OR

[____], a partnership firm registered under The Indian Partnership Act, 1932, having its offices at [____] and represented by its authorised partner Shri [____], son of [____], aged about [____] years, resident of [____] and holding PAN/ AADHAR [____] (hereinafter referred to as the “**Bidder 2**” which expression shall unless be repugnant to the context or meaning hereof be deemed to mean and include its successor, permitted assigns and nominees);

AND/OR

[____], a limited liability partnership incorporated under The Limited Liability Partnership Act, 2008, holding LLPIN [____] and having its registered office at [____] represented by its designated partner Shri [____], son of [____], aged about [____] years, resident of [____] and holding PAN/ AADHAR/ DIN [____] (hereinafter referred to as the “**Bidder 3**” which expression shall unless be repugnant to the context or meaning hereof be deemed to mean and include its successor, permitted assigns and nominees);

AND/OR

[____], a company within the meaning of Companies Act, 2013, holding CIN [____] and having its registered office at [____] represented by its authorised director Shri [____], son of [____], aged about [____] years, resident of [____] and holding DIN [____] (hereinafter referred to as the “**Bidder 3**” which expression shall unless be repugnant to the context or meaning hereof be deemed to mean and include its successor, permitted assigns and nominees).

AND/OR

[____], a company incorporated under the laws of [____], having registration no. [____] and having its registered office at [____] represented by its authorised director Mr [____], son of [____], aged about [____] years, resident of [____] and holding Passport No [____] issued by [____] (hereinafter referred to as the “**Bidder 3**” which expression shall unless be repugnant to the context or meaning hereof be deemed to mean and include its successor, permitted assigns and nominees).

*[**Note:** Please include names of all members of the Consortium Bidder and basis the nature of the Bidder’s entity, retain the relevant portion and delete the rest.]*

For the purposes of this Agreement, the Bidder 1, Bidder 2 and Bidder 3 shall be collectively referred to as the “Parties” and individually a “Party”.

WHEREAS

- F. Syama Prasad Mookerjee Port, Kolkata constituted under The Major Port Authorities Act, 2021 having offices at Syama Prasad Mookerjee Port, Kolkata, 15, Strand Road, Kolkata, West Bengal 700 001 and also an office at [____] (hereinafter the “**Tender Authority**”) has floated the Tender No. [____] (hereinafter referred to as “**Tender**”) and intends to award, under laid down organizational procedure, contract for “[____]”.
- G. The Parties are interested to collectively participate in the Tender and submit Bid Documents to the Tender Authority as against the Tender, in accordance with the terms and conditions of the Tender Document.

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS CONTAINED IN THIS AGREEMENT, THE PARTIES HEREBY AGREE AS FOLLOWS AND THIS AGREEMENT WITNESSES AS UNDER:

Article 1. Definitions

- 1.1. In this Agreement, capitalised terms, unless defined herein shall have the meanings ascribed to them under the Tender Document.

Article 2. Consortium

- 2.1. The Parties hereby irrevocably form a consortium to participate in the Tender jointly and collectively as a “Consortium Bidder” (hereinafter “**Consortium**”).
- 2.2. The Parties hereby nominate [____] being a Party hereto as the Lead Member of the Consortium (“**Lead Member**”). For the sake of brevity, the Parties other than the Lead Member shall be referred to as “Other Parties”.
- 2.3. The Other Parties hereby authorise the Lead Member to submit Bid Documents for and on behalf of the Consortium to the Tender Authority in connection with the Tender. The Other Parties have executed an irrevocable power of attorney in favour of the Lead Member for the compliance of and fulfilment of terms and conditions contained in the Tender Document, for itself and on behalf of the Other Parties.

2.4. The Lead Member has verified all the credentials and Pre-Qualification criteria of each of the Other Parties and that none of the Parties do not suffer from any form of ineligibility as stated in the Tender Document and that there are no restrictions under the Applicable Laws for the Parties to participate in the Bid. The Lead Member represents and warrants to the Other Parties that the Lead Member's credentials contribute towards more than 50% (fifty percent) of the Pre-Qualification Criteria. The Other Parties represent and warrant to the Lead Member that each of the other Parties of the Consortium contribute towards more than 25% (twenty-five percent) of the Pre-Qualification Criteria.

2.5. Bidder [____] being a FOCE (as defined under the Tender Document) and/or being controlled by a foreign entity represents and warrants to the other Parties that the Bidder [____] is compliant with the terms and conditions stipulated in the Tender Document in connection with FOCE and/or entities having foreign shareholders.

[Note: Please delete Clause 2.5, if the Consortium does not have a FOCE]

2.6. The Other Parties agree to remain bound by the acts of the Lead Member in so far as submission of Bid Documents or participation in the Tender is concerned.

2.7. Neither the Lead Member nor any of the Other Parties shall participate in the Tender separately or through any other Consortium Bidder (whether incorporated or not).

2.8. The Lead Member and each of the Other Parties further represent and warrant to each other that:

2.8.1. No prior approvals or clearances will be required from Governmental Authorities to fund the implementation of the Works;

2.8.2. No agreement or contract shall be executed amongst themselves, other than the consortium agreement or the joint venture agreement or any other agreement (by whatever name called) which shall be submitted to the Tender Authority (setting out the manner and mode of implementation of the Works and the revenue sharing between the Parties);

2.8.3. Each of them shall obtain their respective set of security clearances, permissions and approvals as required for participation in the Tender, under the Consortium; and

2.8.4. Each of them shall cooperate with each other to ensure that the Lead Member is able to fulfil its obligations under this Agreement and the Tender Document.

2.9. Roles and Responsibilities of the Lead Member

2.9.1. The Lead Member shall collate all relevant documents from the Other Parties as required under the Tender and submit the same as part of the Bid Documents.

- 2.9.2. The Lead Member shall make all payments required under the Tender Document for itself and on behalf of the Other Parties.
 - 2.9.3. The Lead Member shall ensure that the Lead Member and the Other Parties continues to comply with the Pre-Qualification Criteria.
 - 2.9.4. The Lead Member shall ensure that the Lead Member and the Other Parties continues to comply with the terms and conditions of the Tender Document including the Integrity Pact.
 - 2.9.5. The Lead Member shall submit to the Tender Authority (i) a statement of inter-se allocation of work and responsibilities between the Parties vis-à-vis the Works; (ii) a statement of overlapping responsibilities and Work; (iii) a list indicating the extent of third-party dependency; (iv) a list of sub-contractors proposed to be engaged by the Consortium for the Works; and (v) statement showing availability of funds or provisions for funding the Works.
 - 2.9.6. The Lead Member shall keep the Tender Authority informed if there is any change in the representations and warranties of the Parties and the decision of the Tender Authority as to whether the Consortium should continue with its participation in the Tender or not, will be binding on the Parties.
- 2.10. The Parties shall each use their good faith efforts to cooperate and work together to prepare and, if they mutually agree and the submission of such Bid in the Tender is authorized or requested in writing by the respective board of directors [or partners], submit a Bid in the Tender. Each Party shall provide all resources reasonably necessary to prepare and, if they mutually agree, submit the Bid. The Parties shall also use their good faith efforts to obtain and negotiate any financing necessary for or desired to be obtained in connection with the Works on terms mutually acceptable to the Parties. Each Party shall insure that the other Parties are provided the opportunity, where reasonably practicable, to participate in all substantive discussions and negotiations relating to the Tender including Pre-Bid Meetings organized by the Tender Authority.
- 2.11. The Parties shall constitute a committee which shall be primarily responsible for all liaison activities with the Tender Authority and other regulators in connection with the Tender. Such Committee shall also designate the necessary liaison officers for necessary coordination with the Tender Authority.

Article 3. Covenants

- 3.1. Upon the Consortium being declared to be the lowest Bidder, the Parties agree to incorporate a special purpose vehicle which shall either be a limited liability partnership incorporated under The Limited Liability Partnership Act, 2008 or a company within the meaning of Companies Act, 2013. The shareholding or ownership interest of the Parties in the said special purpose vehicle shall be as follows:

#	Bidder	Ownership%
1	Bidder 1	[Minimum of 51%]
2	Bidder 2	[]
3	Bidder 3	[]

The modality (either a limited liability partnership or company as described above) and revenue sharing arrangement between the Parties shall be disclosed to the Tender Authority by the Lead Member for and on behalf of the Parties. In the event, the Parties incorporate a company under the Companies Act, 2013, the Parties shall enter into a shareholders' agreement between themselves which shall be incorporated in the charter documents of the special purpose vehicle in order to bind the Parties. In the event that the Parties decide to enter into a limited liability partnership, the Parties shall ensure that the partnership agreement executed between them is drafted in accordance with the terms of the Tender Documents.

- 3.2. Upon the Consortium being declared to be the lowest Bidder, the Parties agree that if the Letter of Intent issued by the Tender Authority (or any Government Authority) requires any of the Parties to set up a branch office or project office near the Sites, the Party so directed shall comply with such directions.

[Note: Please delete Clause 3.2, if the Consortium does not have any foreign entity.]

- 3.3. Upon the Consortium being declared to be the lowest Bidder, the Parties agree to jointly and severally comply and fulfil the terms and conditions contained in the Letter of Intent issued by the Tender Authority (or any Government Authority).
- 3.4. No amendment, modification, waiver of the shareholders' agreement, partnership agreement or charter documents of special purpose vehicles shall be permitted without express written approval of the Tender Authority.

Article 4. Joint and Several Liability

- 4.1. The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Works and in accordance with the terms of the Project Documents including the Tender.
- 4.2. The Parties shall be jointly and severally responsible to obtain all licenses, clearances, registrations, grants, approvals, concessions, permits, etc., in connection with their performances under the Tender and all compliances and obligations under such licenses, clearances, registrations, grants, approvals, concessions, permits, etc., shall also be the jointly and severally responsible of the Parties.
- 4.3. The Parties shall jointly and severally indemnify and keep indemnified the Tender Authority from any losses arising out of or in connection with their activities connected to their participation in the Tender.

- 4.4. The Parties agree to comply with and remain in compliance with the terms and conditions of the Tender Document including Clause 11 thereto.

Article 5. Miscellaneous

- 5.1. This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Consortium emerges as the Contractor or the Consortium is declared to be an unsuccessful Bidder by the Tender Authority.
- 5.2. Each of the Parties agrees to work exclusively with the other Parties with respect to the Tender. No Party shall negotiate or initiate or continue discussions with (a) any other Person or entity or otherwise solicit, encourage (including by providing any information to), or enter into any agreement (written or oral) with, any other person or entity relating to the Tender.
- 5.3. All notices, requests and other communications to any Party hereunder shall be in writing and shall be deemed given when delivered personally, facsimiled (which is confirmed), emailed (which is confirmed) or sent by overnight courier (providing proof of delivery) to the Parties at the following addresses:

To Lead Member

Address :
Fax :
Email :
Kind Attention :

To Bidder 2

Address :
Fax :
Email :
Kind Attention :

To Bidder 3

Address :
Fax :
Email :
Kind Attention :

The Parties agree that any Notice issued by a Party to another Party(ies) under this Agreement shall also have to be delivered personally, facsimiled (which is confirmed), emailed (which is confirmed) or sent by overnight courier (providing proof of delivery) to the Tender Authority at the following address:

Address :
Fax :
Email :

Kind Attention :

- 5.4. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter of this Agreement.
- 5.5. Any amendment or alteration or modification to this Agreement or any part hereof shall have any effect, unless the Tender Authority has approved the same in writing.
- 5.6. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 5.7. Nothing expressed or implied in this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities upon any person or entity other than the Parties and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns.
- 5.8. This Agreement is governed by the laws of India, place of performance and the High Court at Calcutta shall have exclusive jurisdiction with respect to any dispute or differences or interpretational issues arising between the Parties (including this Clause 7.2) arising hereunder.
- 5.9. This Agreement may be executed in one or more counterparts, each of which will be deemed to constitute an original, but all of which shall constitute one and the same agreement and may be delivered by facsimile or other electronic means intended to preserve the original graphic or pictorial appearance of a document.

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

For and on behalf of the
[Lead Member]

For and on behalf of the
[Bidder 2]

For and on behalf of the
[Bidder 3]

Authorised Signatory
Name:

Designation:

Authorised by [____] dated
[____]

Authorised Signatory
Name:

Designation:

Authorised by [____] dated
[____]

Authorised Signatory
Name:

Designation:

Authorised by [____] dated
[____]

Covering Letter

Date: [____]

To
 Director, Marine Department
 Syama Prasad Mookerjee Port, Kolkata
 15, Strand Road
 Kolkata - 700001.

Ref: Tender Document bearing Reference No. [____] dated [____] inviting tenders for engagement as a contractor for maintenance dredging in the Hooghly Estuary for a period of 5 (five) years (hereinafter the “**Tender Document**”)

Dear Sir,

1. I/We, _____(Name of Bidder)_____ (In case of Consortium, please specify names of members and Lead Member) having examined the Tender Document and understood its contents, hereby submit our Bid for carrying out maintenance dredging in the Hooghly Estuary primarily in the shipping channel leading to Haldia Dock Complex for a period of 5 (five) years from the Work Commencement Date at Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata.
2. I/We undertake that all information provided in this Bid including addendums and appendices hereto are true and correct and all documents accompanying this Bid are true copies of their respective originals. I/We hereby acknowledge and understand that our Bid shall be liable to be rejected at the sole discretion of Syama Prasad Mookerjee Port, Kolkata (hereinafter referred to as the “**Tender Authority**”) at any time in the event that any of the information and/or documents provided by me/us is found to be untrue, misleading or inaccurate at any time.
3. I/We undertake to make available to the Tender Authority any additional information found necessary or required to supplement or authenticate the Bid as and when called upon to do so.
4. I/We acknowledge the right of the Tender Authority to reject our Bid 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 Consortium Bidder (as the case may be) have not been debarred by the Central or the State Government or any entity controlled by them or any other legal authority for participating in any tender / contract / agreement of any kind.
 - b. I/We/Any Consortium Bidder (as the case may be) or any of our associates have, in the past 3 (three) years, 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 the Tender Document and have no reservations or objections to the Tender Document, including the Addenda(s), issued by the Tender Authority thereon.
- b) I/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 this Bid.

7. I/We understand that the Tender Authority reserves the right to accept or reject any Bid and to annul the bidding process and reject all bids 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 the Tender Authority in the matter of examination, evaluation and selection of the successful bidder and shall not challenge or question any decision taken by the Tender Authority in this regard.

Thanking you,
Yours faithfully,

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

Name:

Designation:

Date:

Seal



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MINISTRY OF PORTS, SHIPPING AND WATERWAYS

नौवहन महानिदेशालय, मुंबई
DIRECTORATE GENERAL OF SHIPPING, MUMBAI



F. No. 16-18011/22/2022-SD-DGS (C.No. 19004)

Dated: 09.02.2024

To

The Chairperson
Syama Prasad Mookerjee Port
15, Strand Road, Kolkata - 700001

**Sub.: Clarification to DGS Circular No. 05 of 2021 dated 11.02.21 and DGS
Circular No. 02 of 2021 dated 14.01.2021-reg.**

Sir,

I am directed to refer to your letter dated 19.01.2024 reg the applicability of Right of First Refusal (RoFR) on Maintenance Dredging Tender.

2. The Directorate General of Shipping has issued Guidelines for exercise of Right of First Refusal for grant of license to foreign flag vessels vide DGS Circular 02 of 2021 and a clarification to the above guidelines on RoFR vide DGS Circular 05 of 2021. Further Addendum No. 1 to the DGS Circular 02 of 2021 dated 05.10.2023 has also been issued to include Indian IFSCA owned vessels in the order of grant of RoFR.

3. In this regard, It is imperative to highlight that the above guidelines on RoFR applies to all kinds of foreign flag vessels including the Dredgers required for Maintenance Dredging or initial Dredging unless there is a specific provision for dispensation.

Yours faithfully,


(N. R. Raut) 9/2/2024

Asst. Director General of Shipping



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DIRECTORATE GENERAL OF SHIPPING, MUMBAI



File No. 16-18011/9/2023-SD – DGS (C.No 22004)

Date: 05.10.2023

ADDENDUM No. 1 TO THE DGS CIRCULAR NO. 02 OF 2021

(SHIPPING DEVELOPMENT)

The DIRECTORATE GENERAL OF SHIPPING,

RECALLING the DGS Circular No. 02 of 2021 (Shipping Development) on “*Guidelines for exercise of right of first Refusal –Grant of Licence to foreign flag vessel*”, dated 14.01.2021.

RECALLING ALSO the Notification (No. SY-1 3017/4/2017-SBR) of the Ministry of Ports Shipping & Waterways’, dated 23.10.2020 on “*Promotion of Make in India initiative- RoFR (Right of First Refusal) for Indian built and Indian flagged ships through amendments to Guidelines for chartering of vessels done through tender process for all types of requirements*”

HAVING CONSIDERED the developments with regards to the permitted shipping operations (such as sale and lease back, purchase, chartering, operations etc.) under The International Financial Services Centres (IFSC), which is the constituted under the International Financial Services Centres Authority Act, 2019.

And also INCORPORATING the provisions of the Notification (No. SY-1 3017/4/2017-SBR) from Ministry of Ports, Shipping & Waterways, dated 20.09.2023 on “Promotion of Make in India initiative- RoFR for Indian built and Indian flagged ships through amendments to Guidelines for chartering of vessels done through tender process for all types of requirements.

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9th Floor, BETA Building, I-Think Techno Campus, Kanjur Village Road, Kanjurmarg (E), Mumbai-400042

फ़ोन/Tel No.: +91-22-2575 2040/1/2/3 फ़ैक्स/Fax.: +91-22-2575 2029/35 ई-मेल/Email: dgship-dgs@nic.in वेबसाइट/Website: www.dgshipping.gov.in

Based on the above and in exercise of powers conferred under Section 406 and 407 of the Merchant Shipping Act, 1958, the Director General of Shipping, AMENDS parts of the DGS Circular No. 02 of 2021 as set out in this *Addendum*.

1. "Para 21.3.4. For further clarity the order of grant of RoFR would be as follows: -

- (a) Indian built, Indian flagged and Indian owned,
- (b) Indian built, Indian flagged and Indian IFSCA owned,
- (c) Foreign built, Indian flagged and Indian owned,
- (d) Foreign built, Indian flagged and Indian IFSCA owned,
- (e) Indian built, foreign flagged and foreign owned

Provided that:

1. All vessels flying the flag of India (i.e. registered in India) up to the date of issue (mid night of the date) of new circular by the Director General of Shipping, shall be deemed to be Indian built vessels and will fall in category (a) above.
2. The Foreign flagged vessels permitted by the DG Shipping, under section 406 of the MS Act, 1958, for chartering by an Indian citizen/company/society, who is building a ship in an Indian shipyard for registration under Indian flag, as a temporary substitute for the Indian Ship under construction, meeting the following two condition, shall be deemed to fall under category [a] above:
 - a) The 25% of the contract money has been paid to Indian shipyard
 - b) The 50% of the hull fabrication has been completed, as may be certified by a Recognized Organization

The duration of licences to such chartered vessel shall be limited to period of building of the Ship, as mentioned in the shipbuilding contract.”

2. This above-mentioned Licencing Condition & Circular will come into force w.e.f. the date of its issuance.
3. This Circular is issued with the Approval of the Director General of Shipping & Additional Secretary to the Govt. of India.

Shitesh Ranjan
05-10-2023

(Shitesh Ranjan)

Ship Surveyor –cum-Deputy Director General of Shipping [Tech./Shipping Development]

To,

1. All stakeholders/All Charterers/Shippers/All Indian Shipping Companies, through the official website of the DGS, Gol.
2. INSA/ICSSA/FOSMA/MASSA/Shipyards
3. Indian Private Ports and Terminals Association.
4. Shipyard Association of India.
5. E-gov cell of the Directorate General of Shipping

Copy also forwarded for kind information to the:

1. PS to Hon'ble Minister of State (Independent Charge) for ports, Shipping, and Waterways. Gol.

2. Secretary to the Govt. of India, Ministry of Ports, Shipping, and Waterways, Transport Bhawan, 1, Sansad Marg. New Delhi-110001
3. CEO, NITI Aayog, New Delhi.
4. Secretary, Department of Defence, South Block, Ministry of Defence, New Delhi.
5. Secretary, Department of Defence production, Ministry of Defence, South Block, New Delhi- 110011.
6. Secretary, Department of Industrial policy & promotion, Udyog Bhawan, New Delhi, 110011.
7. Secretary, Ministry of Petroleum and Natural Gas, A-Wing, Shastri Bhawan, Dr. Rajendra Prasad Road, New Delhi- 110011.
8. Secretary, Ministry of Chemicals and Fertilizers, A-Wing Shastri Bhawan, Dr. Rajendra Prasad Road, New Delhi-110011.
9. Secretary, Ministry of Steel, Udyog Bhawan, Dr. Maulana Azad Road, New Delhi, 110011.
10. Secretary, Ministry of Home Affairs, North Block, Central Secretariat, New Delhi, 110001.



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MINISTRY OF PORTS, SHIPPING AND WATERWAYS

नौवहन महानिदेशालय, मुंबई
DIRECTORATE GENERAL OF SHIPPING, MUMBAI

F. No. SD-9/CHART(82)/97-VI

Dated: 11.02.2021

DGS Circular No. 05 of 2021
(Shipping Development)

Sub.: Clarification to DGS Circular 02 of 2021 dated 14.01.2021 on Guidelines for exercise of Right of First Refusal-grant of license to foreign flag vessels.

Whereas, DGS Circular 02 of 2021 dated 14.01.2021 was issued on the Guidelines for exercise of Right of First Refusal-grant of license to foreign flag vessels.

2. Whereas a doubt has been raised on implementation of para 21.3.4, read with para 21, 21.3.1 and 21.3.2 of said circular.
3. Whereas a need has been felt to clarify the grant of ROFR including the order of preference therein to avoid any ambiguity at the implementation stage.
4. Now therefore it is clarified that the intent of Para 21 read with Para 21.3 is that 'the Right of First Refusal' shall under all circumstances, whether the bidder is a foreigner or an entity registered outside India or a citizen of India or company registered in India or society registered in India, shall be offered to the vessels mentioned in Para 21.3.4 of DGS Circular 02 of 2021 dated 14.01.2021, in the same order as mentioned in the said Para.
5. Further, the following para shall be added as proviso 3 to para 21.3.4. as under:

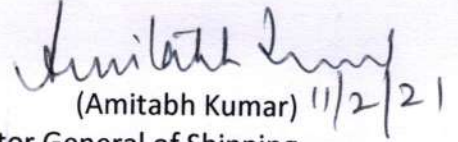
"3. Where a bidder offering a vessel not falling within the categories specified in para 21.3.4 gives an undertaking to convert such vessel to the categories specified in para 21.3.4 (a) or (b) prior to commencement of operations but later than the price bid opening, such vessel can be considered only when and if a bidder offering any vessel falling within the categories specified in para 21.3.4 has failed to match the lowest price. In such event the tender-awarding authority shall incorporate deterrent penalties in the award of tender to ensure that the bidder giving the undertaking will convert the vessel to any of categories specified in para 21.3.4 (a) or (b) before commencement of operations as undertaken."

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फ़ोन/Tel No.: +91-22-2575 2040/1/2/3 फ़ैक्स/Fax.: +91-22-2575 2029/35 ई-मेल/Email: dgship-dgs@nic.in वेबसाइट/Website: www.dgshipping.gov.in

6. The other terms and conditions as mentioned in DGS Circular 02 of 2021 dated 14.01.2021 shall remain same.


(Amitabh Kumar) 11/2/21

Director General of Shipping
& Additional Secretary to the Gol.

To,

1. All stakeholders/All Charterers/Shippers/All Indian Shipping Companies, through the official website of the DGS, Gol.
2. INSA/ICSSA/FOSMA/MASSA/Shipyards Association of India/CSL/ISBA/NUSI/MUI/IMF
3. Indian Private Ports and Terminals Association.
4. Shipyard Association of India.

Copy also forwarded for kind information to the:

1. PS to Hon'ble Minister of State (Independent Charge) for Ports, Shipping, and Waterways. Gol.
2. Secretary to the Govt. of India, Ministry of Ports, Shipping, and Waterways, Transport Bhawan, 1, Sansad Marg. New Delhi-110001
3. CEO, NITI Aayog, New Delhi.
4. Secretary, Department of Defence, South Block, Ministry of Defence, New Delhi.
5. Secretary, Department of Defence Production, Ministry of Defence, South Block, New Delhi- 110011.
6. Secretary, Department of Industrial Policy & Promotion, Udyog Bhawan, New Delhi- 110011.
7. Secretary, Ministry of Petroleum and Natural Gas, A-Wing, Shastri Bhawan, Dr. Rajendra Prasad Road, New Delhi- 110011.
8. Secretary, Ministry of Chemicals and Fertilizers, A-Wing Shastri Bhawan, Dr. Rajendra Prasad Road, New Delhi-110011.
9. Secretary, Ministry of Steel, Udyog Bhawan, Dr. Maulana Azad Road, New Delhi, 110011.
10. Secretary, Ministry of Home Affairs, North Block, Central Secretariat, New Delhi, 110001.



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नौवहन महानिदेशालय, मुंबई
DIRECTORATE GENERAL OF SHIPPING, MUMBAI

F. No. SD-9/CHART(82)/97-VI

Dated: 14.01.2021

DGS Circular No. 02 of 2021
(Shipping Development)

Sub.: Guidelines for exercise of Right of First Refusal-grant of license to foreign flag vessels.

Background, Legal Provisions and Policy:

Whereas Section 406 of Part XIV of the Merchant Shipping Act, 1958 [Control of Indian ships and ships engaged in Coasting Trade], mandates that Indian ships and other ships chartered by Indian citizen or a company or a society, needs to be licensed by the Director General of Shipping. Such license can be granted subject to such conditions as may be specified by the Director General of Shipping.

2. Whereas section 407 of the same Part of the Act mandates that ships other than Indian ships or ships chartered by Indian entities, intending to engage in coastal trade of India, need to be licensed by the Director General of Shipping. Such license can be granted subject to such conditions as may be specified by the Director General of Shipping.

3. Whereas, in exercise of powers under the above sections of the Act, the Director General of Shipping has by way of Shipping Development Circular No.-2/2002 dated 08.11.2002 [F.No. SD-9/CHRT (82)/97-II], issued guidelines to provide the right of first refusal to the Indian flag vessels before grant of license to foreign flag vessels.

4. Whereas, as of now, the Right of First Refusal (RoFR) is available to Indian flag vessels, as stipulated under Shipping Development Circular 02 of 2002 dated 08.11.2002, issued by the Director General of Shipping, GoI.

5. Whereas, in addition to the existing policy to encourage flagging of ships in India, it is also the express policy of the Government of India to encourage and promote manufacture and production of goods in India under 'Make in India', with a view to enhance income and employment. To give effect to this policy, the Department of Industrial Policy and Promotion (DIPP) has issued Public Procurement and 'Make in India' orders dated 15.6.2017 and 28.05.2018, and 04.06.2020.

6. Whereas, Government of India has taken several steps to promote shipbuilding in India especially by providing long term subsidy for ship building under the shipbuilding financial assistance policy (2016-2026).

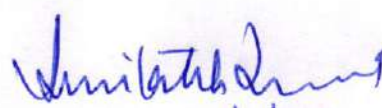
Amilata Singh
14/1/21

9वीं मंज़िल, बीटा बिल्डिंग, आई थिंक टेक्नो कैम्पस, कांजुर गाँव रोड, कांजुरमार्ग (पूर्व) मुंबई- 400042

9th Floor, BETA Building, I-Think Techno Campus, Kanjur Village Road, Kanjurmarg (E), Mumbai-400042

फ़ोन/Tel No.: +91-22-2575 2040/1/2/3 फ़ैक्स/Fax.: +91-22-2575 2029/35 ई-मेल/Email: dgship-dgs@nic.in वेबसाइट/Website: www.dgshipping.gov.in

7. Whereas, Government of India intends to further incentivise shipbuilding by providing additional market access and business support to ships built in India.
8. Whereas, it is felt that demand for the ships built in India can be promoted if some preference is given to Ships built in India, in chartering of vessels and for engaging in coastal trade.
9. Whereas, a need has also been felt to review the licensing conditions keeping in view, (i) the Government of India's policy of promoting the Make in India initiative, (ii) the Ministry's existing policy to promote flagging of ships in India (iii) the Public Procurement and Make in India orders dated 15.6.2017, 28.05.2018 and 04.06.2020 issued by DIPP, (iv) the need to give a long term strategic boost to the domestic shipping and shipbuilding industry, (v) the need to encourage the domestic shipping industry to support the domestic shipbuilding industry, and (vi) the need to develop self- reliance and a strong synergy among these vital industries for the overall long term development and economic growth of the country.
10. Whereas, the Notification No. 2 of 'Make in India' dated 13.02.19 [F.No. SY-13017/4/2017-SBR], was issued by the Ministry of Shipping, Govt. of India, requiring the review of the guidelines on RoFR issued by the Director General of Shipping.
11. Whereas, the Shipping Development Circular 02 of 2002 was superseded by Shipping Development Circular No. 02 of 2019 dated 22.03.19.
12. Whereas, members of INSA were having certain objections on the provision covered in the circular on RoFR and the said Circular No 02 of 2019 was challenged in the Hon'ble Delhi High Court.
13. Whereas, the Notification No. 2 of 'Make in India' dated 13.02.19 [F.No. SY-13017/4/2017-SBR] has been withdrawn by the then Ministry of Shipping, Gol (now Ministry of Ports, Shipping and Waterways) on 20.07.2020.
14. Whereas, the Shipping Development Circular No. 02 of 2019 dated 22.03.19, has also been withdrawn by the DG Shipping, Gol on 07.08.2020.
15. Whereas, the Ministry of Shipping (now Ministry of Ports, Shipping and Waterways), Gol, has issued a Notification No. SY-13017/4/2017-SBR dated 23rd October, 2020 on promotion of Make in India initiative- RoFR for Indian built and Indian flagged ships through amendments to Guidelines for chartering of vessels done through tender process for all types of requirements.
16. Whereas, the said Notification of the Ministry dated 23rd October, 2020 provides the manner for exercise of Right of First Refusal.
17. Whereas, the said Notification of the Ministry dated 23rd October, 2020 provides that all vessels flying the flag of India (i.e. registered in India) up to the date of issue of new circular


14/1/21

by the Director General of Shipping shall be deemed to be Indian built vessels and will fall in category (i) of the RoFR hierarchy given under Para 7 of the said Notification.

18. Whereas, in view of the above background a need has been felt to review the guidelines on Right of First Refusal under Shipping Development Circular 02 of 2002 and Shipping Development Circular No 02 of 2019 (now withdrawn), to balance the interests of the shipping and ship building industries keeping in view of the policy of the Government to make India, Self-Reliance India [Atma Nirbhar Bharat] in maritime sector.

19. Now therefore in exercise of powers conferred under Section 406 and 407 of the Merchant Shipping Act, 1958, the Director General of Shipping, in supercession of previous guidelines relating to chartering and licensing of the vessels, is pleased to issue the following guidelines, for Right of First refusal in chartering or engagement of foreign flag vessels.

20. Chartering or engagement of foreign flag vessels done through tendering process, for all types of requirements: -

20.1. The chartering/engagement of vessels through "tender process" as mentioned above shall only be applicable for open/global tenders and chartering/engagement by other means shall be considered as "chartering/engagement through non-tender processes". The "tender process" shall be considered valid within the following definition:

20.1.1. Tenders shall be open or global tender, for which a tender advertisement has been duly published in a national or international newspaper or commercial websites or website of the agency/organization/company floating the tender;

20.1.2. Tender contains technical specifications and commercial terms and conditions of the vessel provided in the tender advertisement. If there is a dispute relating to technical specifications of the vessel given in the tender advertisement, the matter may be referred to DGS for decision as to whether the Indian vessel with a slight difference in specifications should be chartered/engaged, and not the foreign flag vessel. As far as practicable, this decision will be taken after discussion with the concerned parties.

21. **Right of First Refusal:** "Right of first refusal" is a right which accrues to a bidder in a tendering process, who offers a vessel from the category listed at Para 21.3.4, subject to his matching of the lowest rate offered by a bidder who offers a vessel not listed under Para 21.3.4. The order of preference for right of first refusal will be as indicated at para 21.3.4. This right is conferred based upon the practices of the industry, and the deliberate intention of the Central Government towards encouragement and development of the Indian ship-building industry and the Indian shipping industry.

21.1. Unless the vessel offered is successful in the evaluation of technical bid, the bidder concerned will not be eligible to exercise the Right of First Refusal under this circular.

21.2. Whenever charter/engagement of vessel is undertaken through a tender process specified in Para 20, the provisions of these guidelines are required to be incorporated.


14/1/21 3

Whether the guidelines have been incorporated in any tender or not, the said guidelines would be deemed to have been incorporated as a part of the tender documents.

21.3. The instances under which the RoFR may be exercised are:

21.3.1. The L1 bidder is a Foreigner or an entity registered outside India, offering a vessel not listed at Para 21.3.4.

21.3.2. The L1 bidder is a Citizen of India OR company registered in India OR Society registered in India with a vessel not listed at Para 21.3.4.

21.3.3. From amongst the bidders eligible to exercise RoFR, the priority to exercise this Right would lie in sequence mentioned in Para 21.3.4 below and in case more than one bidder is available in a particular category, then from the lowest to the highest bidder within the margin of purchase preference. The exercise of RoFR would cease as soon as an eligible bidder in order of priority matches L1. The first priority would be given to any bidder who offers an Indian built, Indian flagged and Indian owned vessel. In the absence or unavailability of Indian built, Indian flagged and Indian Owned vessel, the RoFR will move to Foreign built, Indian flagged, Indian owned vessel and then to Indian built, foreign flagged and foreign owned vessel.

21.3.4. For further clarity the order of grant of RoFR would be as follows:-

- a) Indian built, Indian flagged and Indian owned,
- b) Foreign built, Indian flagged and Indian owned,
- c) Indian built, foreign flagged and foreign owned.

Provided that:

1. All vessels flying the flag of India (i.e. registered in India) up-to the mid night of **15.01.2021** shall be deemed to be Indian built vessel and will fall in category [a] above.

2. The Foreign flagged vessels permitted by the DG Shipping, under section 406 of the MS Act, 1958, for chartering by an Indian citizen/company/society, who is building a ship in an Indian shipyard for registration under Indian flag, as a temporary substitute for the Indian Ship under construction, meeting the following two condition, shall be deemed to fall under category [a] above:

- a) The 25% of the contract money has been paid to Indian shipyard.
- b) The 50% of the hull fabrication has been completed, as may be certified by a Recognized Organization.

The duration of licences to such chartered vessel shall be limited to period of building of the Ship, as mentioned in the shipbuilding contract.

Amitha Singh
14/1/21 4

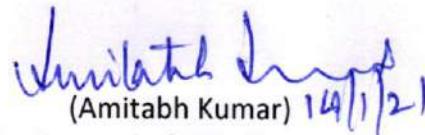
21.3.5. Further, RoFR shall be applicable to all inquiries for in-charter of foreign flagged vessels with in a 20% margin of purchase preference (price band) i.e. the maximum extent to which the price quoted by an Indian Company may be above the L1 for the purpose of purchase preference.

21.3.6. In case none of the bidders eligible to exercise RoFR matches the L1 quote, then the charter shall be awarded to the L1 bidder.

21.4. The bidder who exercises RoFR should meet the commercial requirement by matching the lowest Composite Effective Price. It is further clarified that there shall be no price preference in favour of any vessel. The Composite Effective Price is the derived figure from the various price inputs submitted by a bidder/participant in a tender process, wherein all the costs/inputs are summarized. While working out such Composite Effective Price, inputs such as daily hire/daily rate, mobilization/demobilization charges, call out rates and conversion charges etc. are taken into account.

22 Any grievance arising out of implementation of these guidelines shall be referred to the DG Shipping, Gol.

23. This Circular will come into force w.e.f. 16.01.2021 and shall supersede all the previous DGS circulars on Right of First Refusal.


(Amitabh Kumar) 14/1/21

Director General of Shipping
& Additional Secretary to the Gol.

To,

1. All stakeholders/All Charterers/Shippers/All Indian Shipping Companies, through the official website of the DGS, Gol.
2. INSA/ICSSA/FOSMA/MASSA/Shipyards Association of India/CSL/ISBA/NUSI/MUI/IMF
3. Indian Private Ports and Terminals Association.
4. Shipyard Association of India.

Copy also forwarded for kind information to the:

1. PS to Hon'ble Minister of State (Independent Charge) for Ports, Shipping, and Waterways. Gol.
2. Secretary to the Govt. of India, Ministry of Ports, Shipping, and Waterways, Transport Bhawan, 1, Sansad Marg. New Delhi-110001
3. CEO, NITI Aayog, New Delhi.
4. Secretary, Department of Defence, South Block, Ministry of Defence, New Delhi.
5. Secretary, Department of Defence Production, Ministry of Defence, South Block, New Delhi- 110011.
6. Secretary, Department of Industrial Policy & Promotion, Udyog Bhawan, New Delhi-110011.

7. Secretary, Ministry of Petroleum and Natural Gas, A-Wing, Shastri Bhawan, Dr. Rajendra Prasad Road, New Delhi- 110011.
8. Secretary, Ministry of Chemicals and Fertilizers, A-Wing Shastri Bhawan, Dr. Rajendra Prasad Road, New Delhi-110011.
9. Secretary, Ministry of Steel, Udyog Bhawan, Dr. Maulana Azad Road, New Delhi,110011.
10. Secretary, Ministry of Home Affairs, North Block, Central Secretariat, New Delhi,110001.

 **Haldia Port Trust_.pdf**
433 KB



sig0.jpeg
37 KB

From : DEBASISH GUHA <che@kolkataporttrust.gov.in>

Mon, Apr 12, 2021 11:16 PM

Subject : Fwd: Re: Recycling of Dredged Material - Pilot Study for Sand Washing of dredged materials arising out of estuarine dredging at SMP, Kolkata.

 2 attachments

To : Capt. Abhijit Ghosh <gm-marine.hdc@kolkataporttrust.gov.in>

Cc : Dy Chairman KDS <dy.chairman.kds@kolkataporttrust.gov.in>, DCH <dc.hdc@kolkataporttrust.gov.in>, D M D <dmd@kolkataporttrust.gov.in>, SUMAN MUKHOPADHYAY <suman.m@kolkataporttrust.gov.in>

GM, Marine (I/c)

The trailing mail from M/s CDE is forwarded for information and necessary action .

Thanks & RegardsEr. Debasish GuhaChief Hydraulic Engineer& Traffic Manager

----- Forwarded Message -----

From: pritish@eeeindia.com

To: Vinit Kumar <chairman@kolkataporttrust.gov.in>

Cc: murali@iitm.ac.in, DEBASISH GUHA <che@kolkataporttrust.gov.in>, viraz@eeeindia.com, mbhartia@ccdeasia.com, bandyo@ccdeasia.com, RANJAN MAHAPATRA <ranjan.mahapatra@kolkataporttrust.gov.in>

Sent: Mon, 12 Apr 2021 21:28:26 +0530 (IST)

Subject: Re: Recycling of Dredged Material - Pilot Study for Sand Washing of dredged materials arising out of estuarine dredging at SMP, Kolkata.

The Chairman,
Syama Prasad Mokherjee Port,
15, Strand Road,
Kolkata 70001

Kind Attention : Shri Vinit Kumar Ji,

Respected Sir,

Please find Attached are the size analysis results of the recent six samples received from Haldia. None of them show any promise, quite the same as earlier ones.

These samples were specially collected by SPMPPT from a particular area/location during our last video conference.

With so many samples analysed, it is clear that construction sand making is not feasible from the dredged material.

We thank you and your esteemed office and Organisation for all the help extended.

Thanking You,

Best Regards,

Pritish Shah
Partner- Waste to Wealth and Mineral Processing
Eastern Equipment Enterprises, Authorized Implementation Partner of CDE Asia Ltd
228 A A.J.C. Bose Road
Kolkata 700020
INDIA

Email: pritish@eeeindia.com
Phone:+913322877875
Fax: +913322876125

www.eeeindia.com

On Wed, Sep 23, 2020 at 4:46 PM DEBASISH GUHA <che@kolkataporttrust.gov.in> wrote:

CDE	SIEVE ANALYSIS REPORT OF RIVER SAND SAMPLE	MINERAL PROCESSING LABORATORY
	FORMAT NO:- LAB/F-2A/REV-0	REVISION NO:- LAB/F-2A/REV-1

Customer Details: Port Trust, Haldia	Receiving Date of Sample: 10.03.2021
Source/ Type of Sample: River Sand; Sample No.-Dt.-22.02.21 Lat-21° 44' 48"N Long-087° 58' 06E Tide-EBB/Area	Starting date of Test: 20.03.2021
Sample ID: CDE/LAB/0447D/2020-2021	Completion Date of Test: 22.03.2021

SAMPLE PROPERTIES:	
COLOUR:	Greyish
LUSTER:	Dull

WET SIEVE ANALYSIS REPORT:

Sieve size (micron)	Wt. Retained (gm.)	% Retained	% Passing
+600	0.10	0.03	99.97
-600 +425	0.10	0.03	99.95
-425 +300	1.00	0.27	99.68
-300 +212	8.40	2.25	97.43
-212 +150	162.10	43.37	54.07
-150 +106	150.70	40.32	13.75
-106 +75	44.10	11.80	1.95
Pan (-75)	7.30	1.95	
Head	373.80	100.00	



CDE Reference: SPMPT/02/20-21

3rd November, 2020.

To

The Chairman

Shyama Prasad Mukherjee Port Trust, Kolkata
15, Strand Road
Kolkata- 700001

Kind attention: Mr. Vinit Kumar, Chairman

Subject: Recycling of dredged material from Ganga river

Dear sir,

This has reference to the video conference held with you and your team on the above mentioned subject matter on 16th July, 2020.

In the meeting we had made a presentation on our proposed scheme which indicated the scope, logistics involved, support required from the Port Trust and the advantages that would accrue to the stake holders and to the country at large. In the meeting it was decided that CDE would submit a detailed proposal based on additional sampling in the various parts of the river. SPMPT had kindly agreed to provide us the latest samples from the dredgers operating in the river.

We have since then obtained 71 samples from SPMPT of which 60 are from Haldia area (two sets) and 11 are from Kolkata channel. We have analysed most of them and find that there is vast difference between the present samples and the previous sample data provided earlier to us by National Technology Centre for Ports, Water ways & Coasts (NTCPWC).

Average values of the samples are given in Tables 1 below:

Table 1: Particle size data received from NTCPCW (average range)

SIZE (MICRON)	Range(%Retain) FEED: [A1, A2, A3]	Range(%Retain)) FEED: [E1, E2, E3]	Range(%Retain)) FEED: [H1, H2, H3]	Range(%Retain)) FEED: [J1, J2, J3]
-2360 +1180	10--17	1--12	0-0	0-0
-1180 +600	1--2.5	2.5-8	0-9.5	8-23.5
-600 +300	27--41	10-24.5	18.5-30	20.5-38
-300 +150	17.5-36	34-40	25-44.5	19-29.5
-150 +75	16.5-19	25-35	17-48	17-38
Pan (-75)	5.5-8	5--10	3--9	2.5-8

In Table 2 below are provided the average value of samples received from SPMPT in the recent campaign

Table 2: Particle size data received based on current samples (average range)

SIZE (MICRON)	Range(%Retain) [Kolkata]	Range(%Retain) [Haldia;03.08.20]	Range(%Retain) [Haldia;03.09.20]
-1180 +600	0-1.2	0-0.05	0-0.04
-600 +300	0.13-0.67	0.03-8.19	0.14-0.29
-300 +150	21.81-88.76	2.57-19.91	11.70-45.51
-150 +75	5.73-42.334	38.96-67.04	31.06-54.11
Pan (-75)	1.95-58.72	21.70-41.54	22.08-39.51

It may be seen from the above Tables that there is vast difference in particle size distribution between the sample campaigns. While the former shows particles above 600micron in all cases, in two areas there is even good level of above 1mm particles. We had based our initial presentation on the data of Table 1. The particle size is quite well suited for making sand, particularly plastering sand which is in great demand.

The current set of samples show that the material is essentially less than 300 micron and is not at all suitable for construction sand of any type. This is suitable only as a filling material and will not make any processing cost effective.

We do not know the reasons for the vast difference. Is it due to sampling techniques or there are pockets of coarse sand in the river which could be

selectively dredged and recovered economically. This needs to be sorted out before we can progress further.

You may kindly appreciate that it is not possible to plan any recovery system based on the data in Table 2 and hence we are unable to submit our proposal as you had advised in the meeting on 16th July,20.

We would seek your kind advice on the matter.

Thanking you and assuring you of our best services.

Regards

A handwritten signature in black ink, appearing to read 'Manish Bhartia'.

Manish Bhartia

Managing Director

CDE Asia Ltd



1.0 BACKGROUND

1.1 General

Kolkata Port Trust (KoPT) have approached IIT Madras in terms of providing technical support for carrying out a comprehensive study on the navigational channels of the Hooghly estuary with the specific focus on operationalization of Eden channel. The location map of which is shown in **Fig.1**. Specific form is being given to the stability of Eden channel as a possible main navigational route to Haldia Dock Complex (HDC) vis-a-vis Auckland channel from the Bay of Bengal (**Fig.2**). In this connection, Prof.V.Sundar and Prof.K.Murali, Department of Ocean Engineering have assisted KoPT in operation of Eden channel from 26th Feb. 2016 onwards, and in the estimation of resulting dredging requirements in the navigational channels of HDC & Kolkata Dock System (KDS) as per decisions made during discussions at the office of Hon'ble Minister for Transport, GoI and KoPT officials.

The study was entrusted on IIT Madras to investigate the hydrodynamics and morphodynamics of the Hooghly estuary with specific reference to the stability of Eden channel for permanent operation. This study involves detailed understanding of recommendations under the phase-I, with refinement in the numerical model setup, which is further aimed at improving the efficiency of dredging at Jellingham and Auckland channels.

1.2 Recommendations of the earlier study through Phase-I

This report on phase-1 brings out a comprehensive investigation covering the following.

- (i) Impact of stoppage of dredging over the lower Auckland channel.
- (ii) Stability of Eden channel over longer term of about more than 5 years.
- (iii) Strategy for management of dredging and disposal.
- (iv) Estimation of dredging quantity for the navigational channels of HDC.

The above study reported the results from the mathematical model on the stability of Eden channel for availability of navigable depths over a short term. The assessment of the annual dredging requirement over Eden Channel for maintaining of depth of 4.5m vis-à-vis depth of 4.6m over Auckland bar/channel was also addressed in this report. A summary of the study undertaken under Phase1 are summarised below as this inception report is in continuation to the report of Phase.1.

- 1) The study suggests that Eden channel could continuously be used with little dredging over a longer term of more than 5 years. However, continuous monitoring and re-alignment of the channel is essential in order to cater to the movement of Kaukhali and Tigris sands.





- 2) The monitoring by IIT Madras shall continue till Feb. 2017 in order to cover the effect of monsoon, beyond which, KoPT shall monitor the channel and record the behaviour systematically. HSD, KoPT shall continue this work with technical inputs from IIT Madras.
- 3) Further, non-dredging of Auckland channel may not have any bearing on the operation of Eden channel. It also does not have any negative effects on Jellingham and Rangafalla.
- 4) Location 3 and the south of TWA buoy and Location 4 is an area with a water depth of about 7.1m and getting deeper offshore. This location is recommended for dumping of dredged spoil from Eden channel and Eden Auckland confluence only. The life of this location could be more than about 5 years. Both the locations mentioned above are shown in **Fig.3**.
- 5) As part of operation of the Eden, a navigable one-lane channel shall be maintained over lower Auckland channel for the purpose reaching dumping ground 3. Thus, a one-lane channel shall be maintained in this stretch for a bottom width of 100m as per PIANC guidelines. The side slope of this channel will be 1:5 to 1:6.
- 6) In view of the optimizing dredging cost, several disposal and dredging options are suggested. KoPT shall consider implementing them. The top most priority among these schemes shall be given to Barge disposal option and silt trap dredging option. Over longer term, Nayachara dyke and disposal shall be considered. The complete detail of the above study is available in the Final report of Phase-1 study

2.0 OBJECTIVES AND SCOPE

The main objective of the Phase-II study is focussed towards the implementation of the recommendations of Phase-1 and to suggest additional options, wherever, it is necessary and detailed tender engineering for the proposed structures. The detailed scope of the study is given in Part-I of the Phase-II report. This report details Part-II of the whole study. The scope of part-III is given below

Table1. Scope of Study

Sl. No.	Description	Report Part
1.	Development of Nayachara Dyke - Preparation of DPR: (i) Tender engineering for pipelines, pontoons / jetties, dyke, anchors etc. & Preparation of BOQ & BOM.	Part-III





Fig.1.Location of the Hooghly estuary where KDS & HDC are located

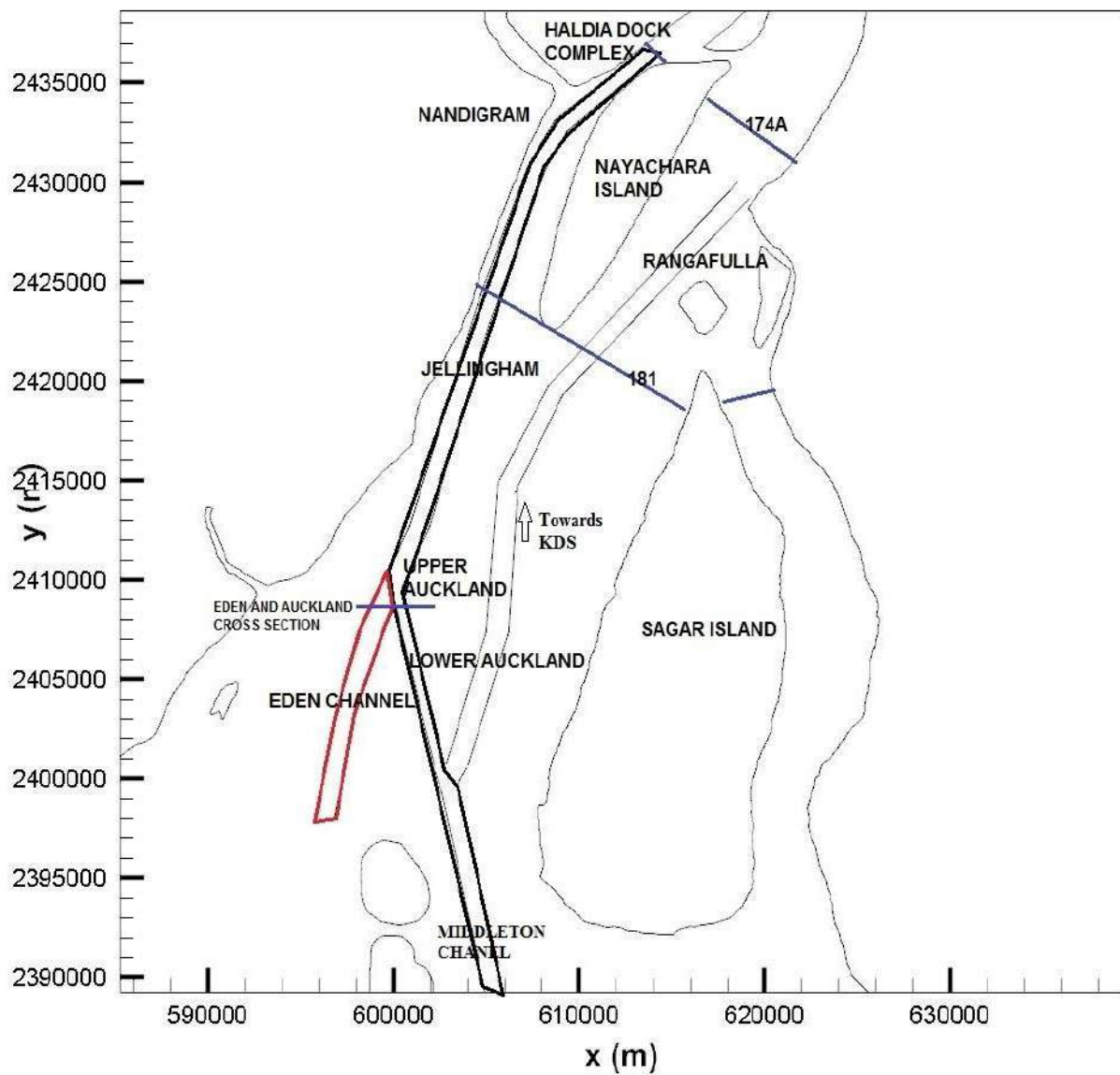


Fig.2.Layout of navigational channels to HDC & KDS

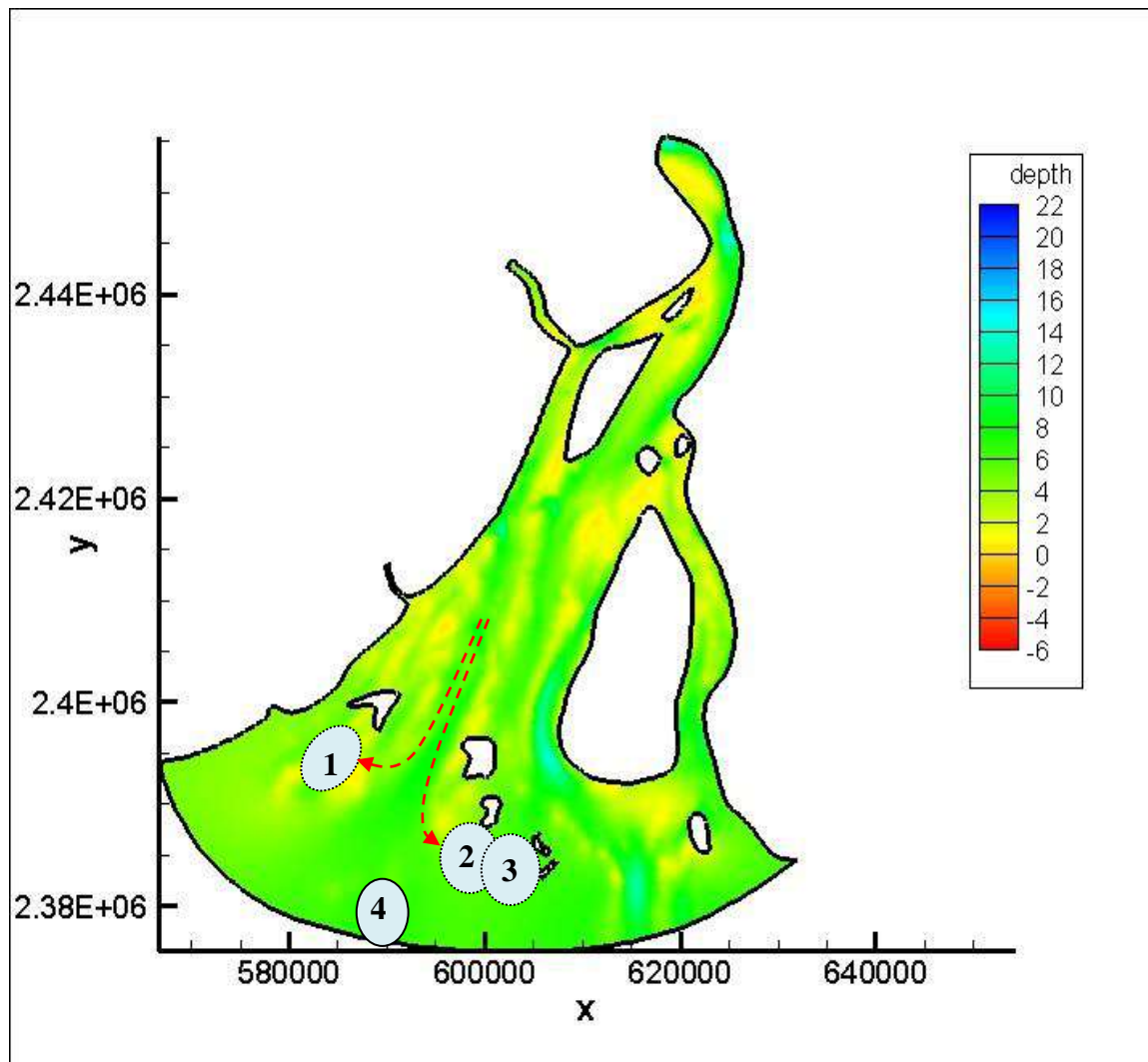


Fig.3.Dumping grounds suitable for disposal of dredged spoil through Eden channel

(i) During Ebb tide (Location 1 & 2); (ii) at all times (Location 3) (iii) Disposal of Eden channel dredged spoil (Location 4).



3.0 DEVELOPMENT OF NAYACHARA DYKE - PREPARATION OF DPR

3.1 Tender engineering for pipelines, pontoons / jetties, dyke, anchors etc. & Preparation of BOQ & BOM

3.1.1 Concept

The overall dredging quantity at Jellingham area is not reasonably well defined. It has been in the range of 4.5-6.0 M m³ over the past few years. This being the fact, KoPT faces an issue from the cost point of view as far as dredging in Jellingham is concerned. Presently, Jellingham dredging costs in excess of Rs.280 / m³. This higher cost emanates from the fact that the dredger needs to haul about 25 NM for disposal. During 2015, RITES carried out a detailed analysis of the Hooghly environment and proposed various dredge disposal options (RITES report on "Effective Utilization of"). These include disposal on nearby land, nearby island (Nayachara) and re-use of some of the spoils. In this backdrop, IIT Madras during the Phase-I study also consider this option and recommended for look into the feasibility of adopting shore disposal (for optimising dredging cost and improve efficiency) by developing a dyke at Nayachara Island for transporting the material within the dyke & subsequently re-use a part of dredge material for other purposes.

3.1.2 Components

The Nayachara disposal of dredged spoil shall be a scheme where a dyke (Geotube) is constructed into the land of Nayachara Island (**Fig.4**) to enable the dredged spoil to be disposed without finding its way back into the river. This part removal of dredge spoil shall stabilize the channel in the long term. A few possible locations could be identified in such a way so as to enable shore dumping activity. Recalling the topography and morphology of the banks, one of the most possible locations is adjacent to the Jellingham channel on the eastern side. This area is a large intertidal flat spread over a large area. Once the scheme is implemented, it could hold several millions m³ of sediments. IIT Madras, after consultations with KoPT, proposes that the dyke also could be developed on the southern side which is expected to be friendlier to the hydraulic regime of the estuary. This area is projected in **Plate no A.I.1, 2 & 3**.





Fig.4. Shows the Proposed scheme & Dredging location on the Nayachara Island



The plan area of this location of the dyke is about 180 hectares. Hence, it could hold up to 9 Mm^3 sediments if a fill level of 3.5-4.5m is targeted. Since land availability is there at Nayachara, further expansion of the dyke capacity also possible. At the same time, about 40-50% sand could be extracted from this dredge spoil. In such case, the life of the dyke could be more than 12 years. Hydrographical information of the project area is the key to the Nayachara dyke development. The area is intertidal and dry during low time. It comes under submergence during high tide. Bathymetry of the study area is shown in the above plate (**Plate no A.I.1**). The level of the site is from +4m to +5m (CD). From TSHD, the dredge spoil is proposed to be pumped to the Hopper barge from where, the sediments are to be pumped to the dyke through a pipeline to dispose sediments in to the dyke area. The detail of the general arrangement of the scheme as mentioned above is presented in **Plate A.I.4, 5, 6 & 7**.

The real sizing of the dyke (Geotube) is as per the area available under the tidal flat. Additionally, its layout shall be such that it does not cause problems to flow. The length of the dyke will be about 3.6km with a width of a maximum of about 500m. (Plan view of dyke is given in **Plate no A.I.8**). It is envisaged that sediments dredged from the channel could also be dumped here and the dredged material could be re-used as and when deemed necessary for different purposes. Geotechnical information of the project area is fundamental to planning of the Nayachara dyke. The borehole data suggests that SPT N value of about 10 at a depth of about 2-3m.





4.0 PIPELINE PONTOON SYSTEM

4.1 General

As mentioned earlier the transfer of the dredged spoil will be through pipeline. As the disturbance on sea due to current or wave could be very high at times, a pipeline over a pontoon (Floating pipeline) is preferred. The pipeline span from the barge to the Nayachara Island dyke is nearly 2400m to 2500m. HDPE pipe is preferred as the silt which is to be transferred may contain material that may wear the pipe material and HDPE pipe has more life than the traditional steel pipe.

IS 4984-1995 code is used for selecting dimension of the HDPE pipeline. The pressure rating of pipe for transferring dredge spoil is **PN 10** & material grade chosen is **PE 80**. Based on the code, the Outer diameter corresponding to the pressure rating & material grade its diameter could be 400mm (OD) with a thickness 50mm (300mm ID). The total quantity of dredge spoil is about 18000m³ discharged in a day (6 cycles of 3000m³). The density of effluent is 1800 kg/m³ and water density is about 1025 kg/m³. The details of the pipe and the most salient environmental parameters are presented in Table. 2.

Table.2 Pipe parameters

Given data	
Pipe diameter (OD)	400mm
Pipe diameter (ID)	300mm
Thickness (t)	50mm
Density of pipe (ρ_p)	950 kg/m ³
Density of water (ρ_s)	1025 kg/m ³
Surface current (V)	2 m/s
Maximum wave height (H_0)	1
Mean wave period (T)	4
Safety factor (S.F)	2.5

4.1.1 Mild Steel pipe

The following table gives the specification of Mild steel pipe

Confirming to IS : 1161/1989				
NOMINAL BORE mm	OUTSIDE DIAMETER (OD) mm	CLASS	THICKNESS (T) mm	WEIGHT kg/m
300	323.8	Heavy	9.53	73.88



4.2 Installation of pipeline

This section describes the methodology of installation of pipeline. Each HDPE pipe should be connected by using Butt fusion welding for specified string length (125m). Pipe should be placed over a truss arrangement (Back to back channel section). The ends of the truss could be connected by a series of pontoon arrangement which are moored at regular intervals, the details of which are given in **Plate no 7**. By using appropriate cranes, the string should be launched into water, while launching sufficient taglines should be provided. The string is carried to the specified path, after keeping the string in position above the truss arrangement. This cyclic process should be continued until pipeline reaches the land with proper safety. Prior to launching the string, it is preferable to conduct Hydrostatic pressure test or pneumatic test to detect any leaks.

4.3 Pontoon

A flat-bottomed boat or hollow steel metal used to connect the pipeline from Trailing suction hopper dredger to the hopper barge & to the shore. The dimension of pontoon is given below (**Fig.5**)

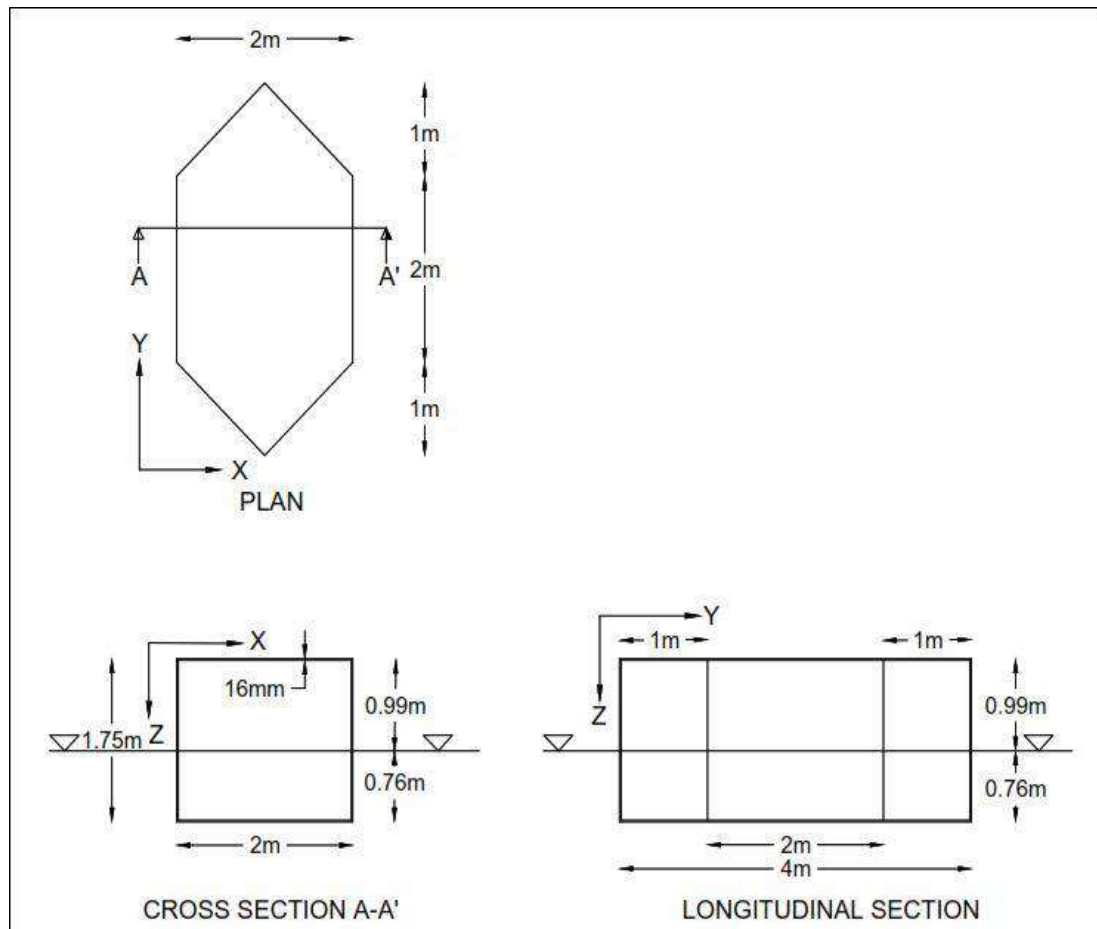


Fig.5. Plan and Longitudinal section of pontoon



Table.3 Pontoon Details

Draft	0.76 m	Water plane Area	6 m ²
Displacement	4.62T	GM	0.809 m
KB	0.3952 m	KG	0.875 m
KM	1.684 m	BM	1.29m
Moment of inertia of water plane area along X axis			5.82m ⁴
Moment of inertia of water plane area along Y axis			11.41 m ⁴

From the above table (**Table.3**) we can define that pontoon is stable as $GM > 0$ (M lies above G). The metacentric height is calculated based on high load condition including the load from mooring chain. Pontoon is connected to the sea bed using Mooring chain with an anchor at the sea bottom. The plan view of pontoon given in **Plate no A.I.9**

4.4 Pontoon mooring details

4.4.1. General

For maintaining stable position, pontoon is moored to the sea bed by the means of mooring chain & anchor block. There are 79 pontoons of which 17 pontoons are moored to the sea bed with spacing between being 25m. Pontoon at every 125m will be moored to the Sea floor to facilitate flange connection. It should be noted that the total length of the pipeline will be 2.4km as mentioned earlier. The loads taken for the design of the pontoon are due wind, wave and current with the condition that all coexist and act in the same direction. The mooring chain length calculation for the pontoons is given in the next section. The above said arrangement for mounting the pipeline is provided earlier in plates **no: A.I.6 & A.I.7**).

4.4.2 Mooring Line Design

The mooring lines are provided to prevent the floating structure from drifting. The second order wave drift forces and the current tend to take the floating body away from the initial position. The purpose of mooring is to restrict these motions of the body on the horizontal plane – the surge and sway motions. The excursions in the horizontal plane need to be controlled for providing a safe working condition.

The mooring arrangement consists of the following elements:

- Mooring lines which connect the platform to the sea bed
- Anchors on the sea bed and



- Fairleads and lugs/fixing brackets for guiding the mooring lines.

4.4.3 Design of Catenary

A catenary is a curve that an idealized hanging chain or cable assumes under its own weight when supported from one of its ends. The curve has a U-like shape, superficially similar in appearance to a parabola, but it is not a parabola: it is a (scaled, rotated) graph of the hyperbolic cosine.

Fig.6 shows a chain suspended between two points A and B. The chain hangs itself in the form of a catenary. X axis is the ground and c is the distance between the lowest point of catenary and the ground surface. The other related terms are described below:

s – Half length of the catenary

T – Tension along the catenary cable

T_0 – Horizontal tension, horizontal component of line tension

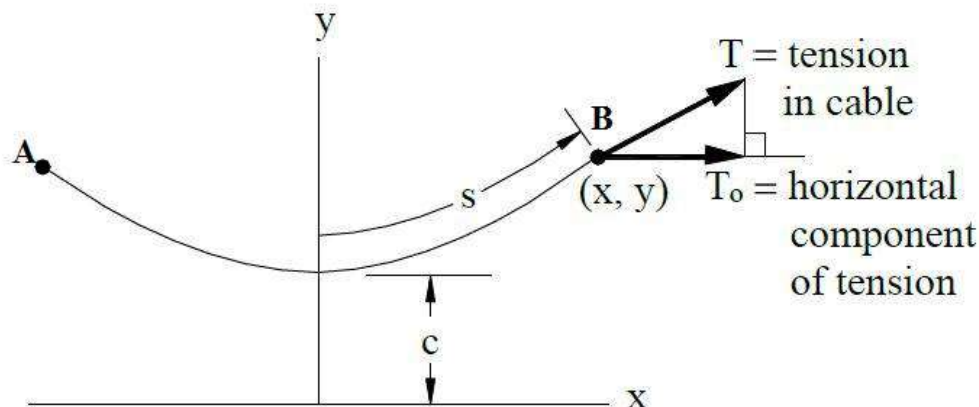


Fig.6. Simple Catenary

Taking a closer view of one half of the catenary gives the following parameters.

In **Fig.7**,

z – vertical distance between the hang off point and the lowest point of the catenary line.

x - horizontal distance between the hang off point and the lowest point of the catenary line.

y – vertical distance between the hang off point and the ground.

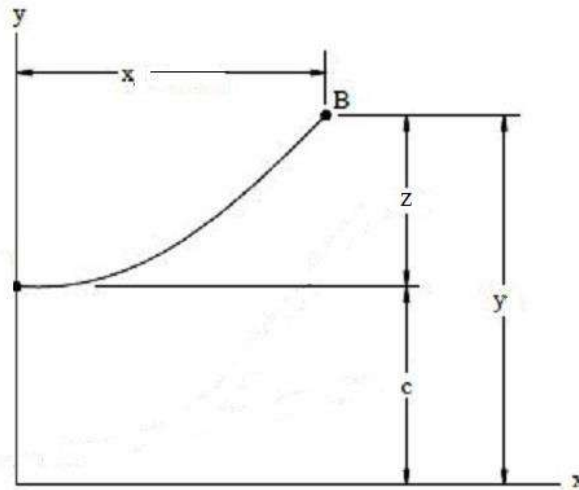


Fig.7.Catenary Cable

The inelastic catenary equations are:

Horizontal Scope, $x = a \cosh^{-1} \left(1 + \frac{z}{a} \right)$

Lifted line length, $s = z \left(1 + 2 \frac{a}{z} \right)^{1/2}$

Horizontal force at the fairlead $T_0 = \frac{wz}{2} \left(\left(\frac{s}{z} \right)^2 - 1 \right)$

Vertical force at the fairlead, $T_v = ws$

This can be simplified as follows:

$$s = c \sinh (x/c) \quad (1)$$

$$y^2 - s^2 = c^2 \quad (2)$$

$$T_v = ws \quad (3)$$

$$y = c \cosh (x/c) \quad (4)$$

$$T_0 = wc \quad (5)$$

$$T = wy \quad (6)$$

$$y = c + z \quad (7)$$

Where,

w = weight per unit length of cable.

The above equations are solved to find the unknowns in a problem. The horizontal tension in the cable is directly proportional to the distance from the ground. For a fixed



length of line, the value of c increases with increase in the distance between the two hanging points. When the mooring chain is connected from the fairlead to the anchor point it assumes a shape of a catenary. The catenary mooring cable is similar to the simple catenary described in the previous section. The mooring chain arrangement from fairlead to touchdown point resembles a half catenary. The catenary equations (1) to (6) are applied to the mooring chain to find the tension and fairlead angle at the fairlead point. In the case of a mooring line the weight per unit length will be the weight per unit length in water.

In the static analysis of a mooring line by assuming a suitable weight per unit length and suitable touchdown point the tension in the catenary can be found out. The horizontal component of the line tension in the static condition is called the pretension. Pretension is important in restricting the excursions of the dock in the horizontal plane, greater the pretension greater the stiffness of the mooring line.

4.4.4. Length of Catenary

Quasi-static analysis was done based on the wave, wind and current loads acting on the beam sea condition.

1. Determine the required ultimate horizontal holding capacity

a. Maximum design horizontal load*, $H_D = 0.56 T$

Assumption: The maximum design load acts perpendicular to the length of the dock so that 4 numbers of mooring lines resist this whole load

b. Required factor of safety, $FS = 2.5$, for chain mooring lines[#]

c. Required ultimate horizontal holding capacity, H_U

$$\begin{aligned} H_U &= FS \cdot H_D \\ &= 2.5 \times 0.56 \\ &= 1.4 T \end{aligned}$$

2. Select anchor weight, W_A and calculate anchor-chain system ultimate horizontal capacity, T_M :

a. To determine W_A , use $T_M = H_U$

Assuming a worst case that the total holding capacity will be provided by the 2 chains on one side, the T_M for one line will be

$$T_M = 1.4/2 = 0.7 T$$





Considering Gravity anchor with the weight obtained is a 0.7 tonnes. Size of gravity anchor is calculated below (Assuming 1m x 1m Plan dimension)

Equating submerged weight from the gravity anchor (concrete block) to the required anchor weight

$$1 \times 1 \times D \times (2400 - 1025) = 700$$

$$D \approx 0.55\text{m}$$

So the dimension of concrete block for anchor is 1m x 1m x 0.55m

3. Determine chain size and length

a. Select chain size, D_C

The chain breaking load should be at least 1.5 times maximum anchor-chain system capacity, T_M^*

$$\text{Hence chain breaking load} = 1.5 \times (1.39/4)$$

$$= 0.52 T = 5.2 \text{ KN}$$

Chain size corresponding to the breaking load 5.2 KN is 12.7 mm

Therefore $D_C = 12.7 \text{ mm}$.

The details of the chain used for mooring are as follows:

Grade	:	Grade 1 steel
Diameter	:	12.5 mm
Proof load	:	46 kN
Breaking strength	:	66 kN

b. Length of suspended chain, S

$$S = [d \times (2k - d)]^{1/2}$$

$$k = H_D / w$$

w = chain line weight per length

d = water depth = 13m, 11m, 8m & 6m (different water depths are considered due to change in depth from the pontoon near to the hopper barge to the last pontoon)

Chain weight per unit length, w (dry weight) = $0.0219 \times D_c^2$, D_C in mm





$$= 0.0219 \times 12.7^2$$

$$= 3.53 \text{ kg/m}$$

$$\text{Chain weight per unit length in water, } w_{\text{water}} = 3.53 \times (7.85 - 1.025) / 7.85$$

$$= 3.07 \text{ kg/m}$$

Case 1: Water depth 13m (for the pontoon 0m to 600m)

$$k = H_D / w_{\text{water}}$$

$$= (560 / 3.07) = 45.602 \text{ m}$$

$$S = [d \times (2k - d)]^{1/2}$$

$$= [13 \times ((2 \times 45.602) - 13)]^{1/2}$$

$$= 31.88 \text{ m} \sim 32 \text{ m}$$

$$\text{Total chain length} = 32 + 3 = 35 \text{ m.}$$

$$X = (H_v / w_{\text{water}}) \times \sinh^{-1}(w \times s / H_v)$$

$$H_v = H_D - w \times d$$

$$= 560 - 3.07 \times 13$$

$$= 520 \text{ kg}$$

$$X = (520 / 3.07) \times \sinh^{-1}(3.07 \times 32 / 520)$$

$$= 31.81 \text{ m}$$

The pontoon and mooring chain arrangement details are given in **Plate no A.I.10**

Case 2: Water depth 11m (for pontoon 600m to 1200m)

$$k = H_D / w_{\text{water}}$$

$$= (560 / 3.07) = 45.602 \text{ m}$$

$$S = [d \times (2k - d)]^{1/2}$$

$$= [11 \times ((2 \times 45.602) - 11)]^{1/2}$$

$$= 29.7 \text{ m} \sim 30 \text{ m}$$

$$\text{Total chain length} = 30 + 3 = 33 \text{ m.}$$

$$X = (H_v / w_{\text{water}}) \times \sinh^{-1}(w \times s / H_v)$$

$$H_v = H_D - w \times d$$

$$= 560 - 3.07 \times 11$$

$$= 526 \text{ kg}$$

$$X = (526 / 3.07) \times \sinh^{-1}(3.07 \times 30 / 526)$$

$$= 29.84 \text{ m}$$

The pontoon and mooring chain arrangement details are given in **Plate no A.I.10**





Case 3: Water depth 8m (for pontoon 1200 to 1800m)

$$k = H_D / w_{\text{water}}$$

$$= (560/3.07) = 45.602 \text{ m}$$

$$S = [d \times (2k-d)]^{1/2}$$

$$= [8 \times ((2 \times 45.602) - 8)]^{1/2}$$

$$= 25.79 \text{ m} \sim 26 \text{ m}$$

$$\text{Total chain length} = 26 + 3 = 29 \text{ m.}$$

$$X = (H_v / w_{\text{water}}) \times \sinh^{-1}(w \times s / H_v)$$

$$H_v = H_D - w \times d$$

$$= 560 - 3.07 \times 8$$

$$= 535.5 \text{ kg}$$

$$X = (535.5/3.07) \times \sinh^{-1}(3.07 \times 26 / 535.5)$$

$$= 25.9 \text{ m}$$

The pontoon and mooring chain arrangement details are given in **Plate no A.I.11**

Case 4: Water depth 6m (for pontoon 1800 to 2040m)

$$k = H_D / w_{\text{water}}$$

$$= (560/3.07) = 45.602 \text{ m}$$

$$S = [d \times (2k-d)]^{1/2}$$

$$= [8 \times ((2 \times 45.602) - 8)]^{1/2}$$

$$= 22.6 \text{ m} \sim 23 \text{ m}$$

$$\text{Total chain length} = 23 + 3 = 26 \text{ m.}$$

$$X = (H_v / w_{\text{water}}) \times \sinh^{-1}(w \times s / H_v)$$

$$H_v = H_D - w \times d$$

$$= 560 - 3.07 \times 6$$

$$= 541.5 \text{ kg}$$

$$X = (541.5/3.07) \times \sinh^{-1}(3.07 \times 23 / 541.5)$$

$$= 23 \text{ m}$$

The pontoon and mooring chain arrangement details are given in **Plate no A.I.11**

The Details of Anchor block is given in **Plate no A.I.12**





5.0 GEO TUBES

5.1 Introduction

Geo textile tubes or Geo Tubes are hydraulically or mechanically filled with dredged materials, of 3m diameter and 20 long. The geo textile tube is mainly used to prevent beach erosion, to act as a dyke for storing material and for shore protection in the proposed area. The geo-textile tubes are constructed from high strength durable geo-textile. It is filled in-situ with sand or dredged material from near the construction site, which is effective for continuous filling process and more economical.

5.2 Provision

Geo-tubes are laid over the geotextile layer which is similar as geo-tube. The woven geotextile prevents the formation of scour under the geo-tubes. Making use of geo textile tubes, the major design considerations are related to the integrity of the units during release and impact, the accuracy of placement, and the stability under current and wave attack. On places where it is not possible to reduce the slope in front of the sea wall, robust scour protection is required at the toe of the wall to avoid the wall foundations being exposed. Where a softer shoreline structure is required geo-tubes are used and can be filled with locally available material to reduce the import of rocks or other armor. The following design aspects are of importance.

5.3 Supply of Geotextile Tubes

All the Geotextile Tubes shall be new and undamaged. These shall be as per the manufacturers design drawings for a particular application.

1. Material shall have no environmental impact such as pollution or leaching.
2. The company providing the material must demonstrate the geotextile products that have been used and proven in past for onshore/offshore/ near shore applications whichever is applicable.
3. The company must have proven ability to manufacture required shape of Geotextile Tube.

The Geotextile material used for fabricating the Geotextile Tube must meet the requirements specified in Table 1. The dimensions of finished Geotextile Tube shall be as per the requirements of designer and supplier fabricating capacity. The Geo-Tube shall be fabricated in such a way to ensure efficient and durable containment system suitable for offshore applications.





5.4 Fabrication

The Geotextile tubes shall be fabricated with standard sheets of high strength Geotextile Material to form a tubular shape as specified by the designer. The Woven Geotextile shall be made of multifilament Polypropylene fibers.

5.5 Seams

The seams and overlaps shall be minimized and the number of seams shall be confirmed with manufacturer prior to sizing of tube dimensions. The sewen seams shall be constructed in such a manner that the tensile strength of seam shall meet the requirements specified in Table 1.

5.6 Technical Specification for Geotextile Material

The Woven Geotextile Material used in applications shall meet the requirements mentioned in Table 1, and the finished product shall be as per the requirements of designer.

Table 4: Technical Specifications of High Strength Woven Geotextile Material

Properties	Test Method	Units	Value (+ 10%)
Polymer	Multi-Filament Woven Polypropylene		
Tensile Strength (MD)	ASTM D 4595	kN/m	> 150
Tensile Strength (CMD)	ASTM D 4595	kN/m	> 150
Elongation (MD/CMD)	ASTM D 4595	%	<17/17
Seam Strength	ASTM D 4884	kN/m	98
Water Flow	ASTM D 4491	l/min/m ²	840
Permittivity	ASTM D 4491	Sec-1	0.28
AOS(O95)	ASTM 4751	mm	<0.210
Resistance to Weathering (UV resistance after 500hrs exposure)	ASTM 4533	%	70





Note: The supplier shall provide full details of working seam and performance values in both Machine (MD) and Cross Machine (CMD) Directions.

5.7 Fill Material

Dredged material from the site, preferably sand shall be used for filling the Geotextile Tubes. The Tubes shall be filled as evenly as possible to achieve the required design height of the Tube and excess water shall be allowed to drain. The Geotextile Tubes shall be filled hydraulically. The Geotextile Tubes shall be prevented from shifting/ rolling during filling process by using suitable methods recommended by the manufacturer or supplier.

5.8 Handling

The Geotextile Tube shall not be handled with hooks, tongs or any sharp objects. The Geotextile Tube shall not be dragged along the ground and the surface on which the Geotextile Tube is installed must be smooth and free from ruts, erosion rills, obstructions or protrusions greater than 150mm in height that could snag or tear the fabric. A shallow “swale” or “cradle” may be constructed on low water conditions along the center line to prevent Geotextile Tube from rolling down during filling operations.

5.9 Storage

The Geotextile Tube shall be,

1. Stored in areas where water cannot accumulate.
2. Elevated off the ground.
3. Shall not be exposed to temperatures in excess of that recommended by the manufacturer or 1400F (600C) whichever is less.
4. Protect from conditions that will affect the Properties and Performance of Geotextiles.

6.0 PROVISION OF GABIONS

6.1 Introduction

It is proposed to stack the gabions of size 1 X 1 X 1m in a staggered arrangement along the sand layers depending on the respective levels. Gabions are cages which are engineered from 9 mm poly-propylene rope mesh assembled and filled with stones at the project site. Gabions are a graded fill of stones between 100 to 200mm in diameter with a nominal 6% smaller or larger. The grading can be tightened to 80 to 150mm provided the control of the grading is tight. The aperture size of the gabions should be 150mm and the average size of the stones used in them should be about 150mm. Flaky stones or stones with





sharp corners should be avoided.

The main reason for the provision of gabions is to neglect the scouring effect and improve stability of the slope. Further, it can be placed in areas requiring steep slope. Wherever rope gabions are adopted, the diameter of the polypropylene ropes should be not less than 20mm in diameter.

6.2 Construction and Monitoring

Gabions of size 1m x 1m x 1m formed by quarry stones are adopted. Each gabion unit will weigh between 1T and 2T. The following are the points to be noted in the erection of the gabion sections:

1. Sharp edges of riprap stones often damage wire mesh of gabion boxes.
2. Rip-rap stones of cubical sizes up to 20 cm are to be used.
3. The contractors should use a special type of vibrator gently shaking the gabion boxes for adequate settling of the stones during pre-erection of the gabion boxes.
4. If any such damages happened during erection or noticed during post monitoring period, another such gabion box may emplace immediately over the damaged gabion box.
5. All rock fill shall be packed tightly to minimize voids and the rock fill on the exposed face of the gabion is to be hand packed. The adjacent gabion units are to be tied together with continuous lacing on the vertical joints as well as horizontally at the front and rear of coursed joints. The gabions are arranged in layers depending on the levels.

The layout & Cross section details of **Geo-Tube** are given in **Plate no A-I-13 to A-IV-18**.





7.0 SHORE DISPOSAL METHODOLOGY

As proposed in earlier report, the (T.S.H.D) will be positioned near the end of the navigation channel at the lower Jellingham channel opposite to the southern part of Nayachara Island. The T.S.H.D will take all the dredge spoil across the jellingham area and come to the lower jellingham channel during the high tide (Minimum at +2m C.D) and pump to the hopper barge which will be placed nearer to the T.S.H.D. From the hopper barge, the HDPE pipe will span up to the dyke top where, it will be flanged to the Mild steel pipe. Two pumps are provided to pump the dredge spoil from the hopper barge to the dyke top (about 2.5Km). As the HDPE pipe will be running over the water area for about 2.2Km, the stability of the pipe might be affected. To maintain the HDPE in stable position, pontoons are provided at every 25m interval and in-between the pontoon truss are installed to hold the pipe up-to the shore of western bank of Nayachara Island. Every 120m once pontoons are moored to the sea bed as flanges are provided in HDPE at 120m interval (a single segment of HDPE pipe).

From the last pontoon the HDPE pipe will be running up-to +4m on land area of Nayachara from there pipe is taken to the top of Geotube dyke (+8.7m C.D) and connected to the Mild steel pipe by the means of Tee joint and the pipe will be running over the dyke top (Approx. 3300m). For the safe and effective removal of dredged material, the pipe line is separated by four openings with help of butterfly valve it can be controlled. The pipeline has ten openings (Tee-joints) at a regular interval of approx.870m on the end section and 780m on in-between section.(From north or south of the dyke) with the help of the Butterfly-valve it can be organized so the disposal the can be controlled.

The Hopper barge will continuously pumps (via two pumps) the material at a rate of $3000\text{m}^3/\text{hr}$. The pipe which is connected to the dredger and dyke will carry the material to dispose into the storage basin of the dyke. The Tee-joint is connected with two Butterfly-valves, one in the flow direction mouth and another at the discharge mouth. It is connected to the butterfly-valve to control the direction of the flow.

Initially, one of the Tee-joint is allowed to open and filled until one part of the basin is full and followed to the other joint. For allowing only in one chamber the other end of Tee-joint is fastened with Butterfly-valve which is closed at the flow mouth so that material will fills in the basin. These segments will be useful to use the entire area of the basin effectively. After it's completely filled the butterfly-valve which is fastened in the discharge mouth is





kept closed and the flow direction mouth is kept open allowing the dredge to go the next Tee-joint and the same process will be continued to the successive Joints. **Five roads** sections are provided on the land side section of the Geotube dyke for taking the dried dredge spoil which is dumped on to the basin by the means of truck or Lorries is given in **Plate no A.I.18**. From the dried spoil soil can be segregated with the help of different sizes of sieve.

8.0 DREDGER OPERATION CYCLE

This section explains the dredger operation for one cycle. Initially, the cycle starts from dredging in a channel for a duration of approximately 45 minutes, then travelling near to the barge location for unloading for approximately 110 minutes (time taken for travelling - 45minutes, interfacing barge-dredger -20 minutes & unloading -45 minutes) and returning to the channel for dredging of duration approximately 45 minutes. Hence, the total time for completing one cycle is approximately 200 minutes.

The minimum draught required for the dredger is around 6.5m (Fully loaded condition). The depth available near the dumping barge is around 4.5m, so minimum 2m tide is required for smooth operation of dredger. From the flow chart given in **Fig.11** which depicts the neap to neap tidal cycle (15 days) near the Nayachara Island, we can observe that averagely 20 hours available in a day with minimum 2m tidal level. So in a day maximum 6 cycles of dredging operation can be done efficiently.

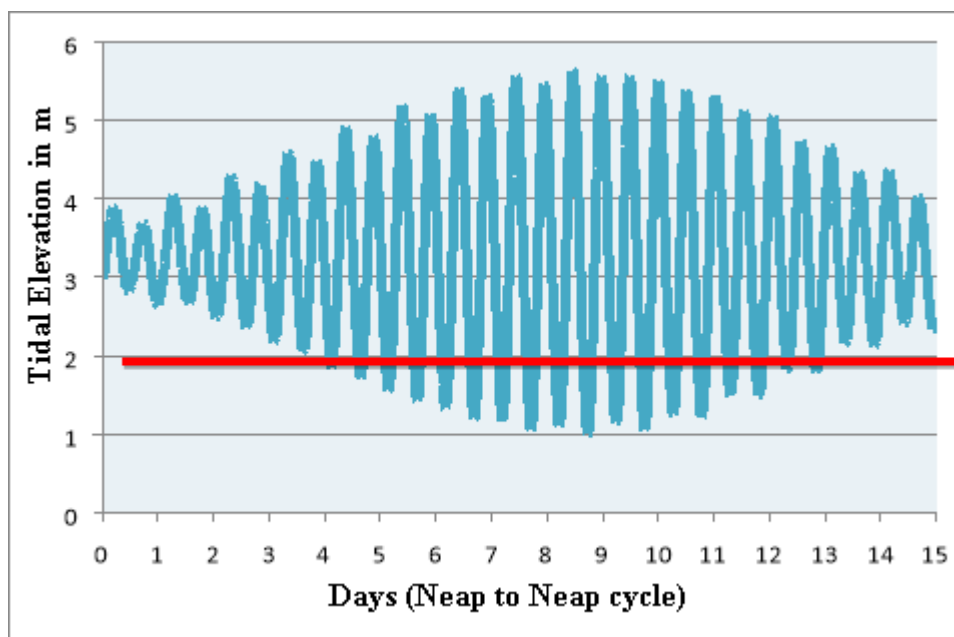


Fig.8. Tidal cycle (Neap – Neap)



8.1 Flow Chart- Dredger cycle

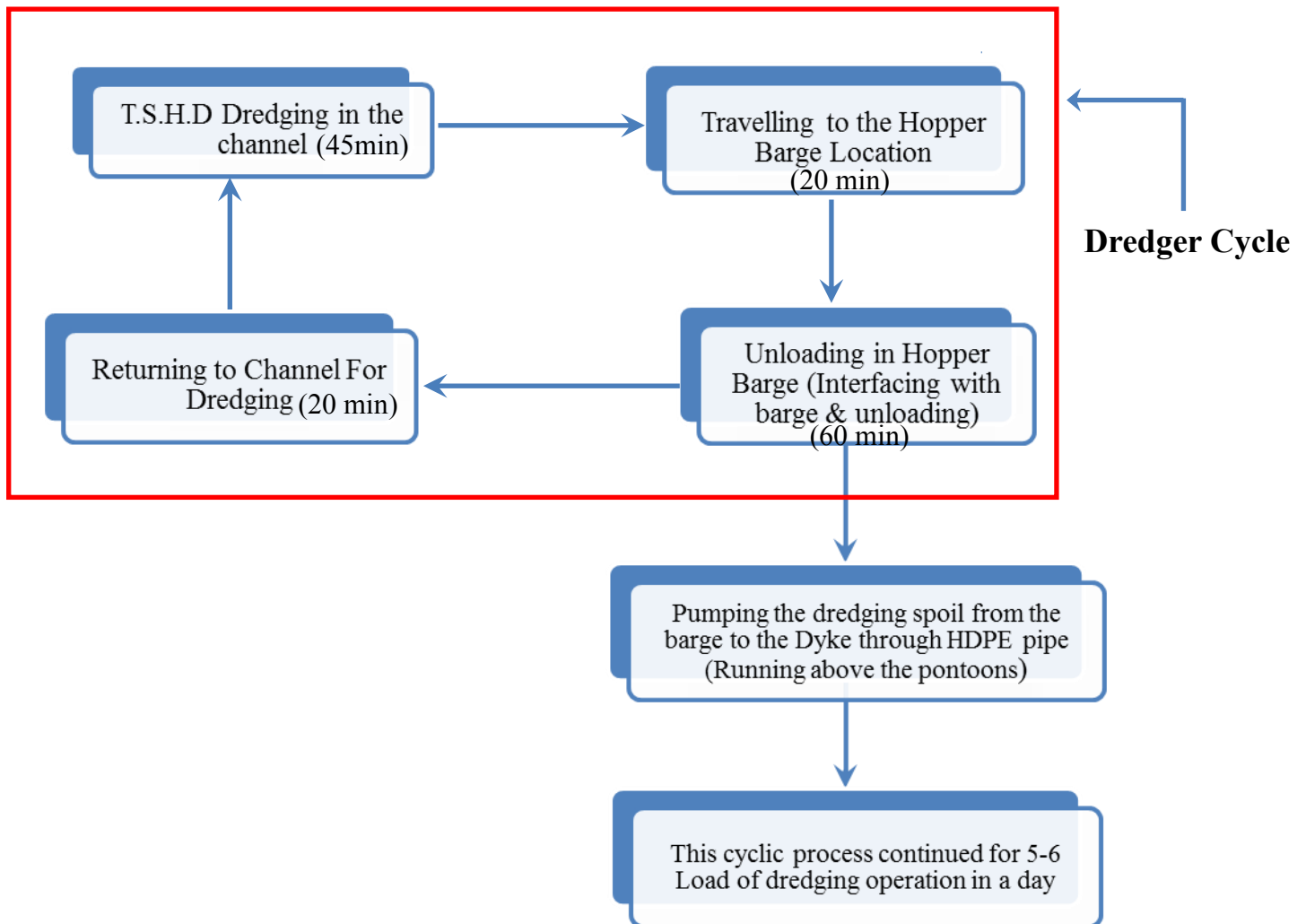


Fig.9. Flow chart of Nayachara dyke disposal



9.0 DYKE CAPACITY

This section will explain details about the total dyke capacity & in how much time it can be filled. For calculating No days to fill it is assumed per day the pumping inside the dyke is around 18000 m^3 (from the Dreger operation cycle, per cycle it is assumed to be 3000 m^3). From Table.4, it can be seen that it will take approximately 223 days to completely fill the dyke (basin area considered is the very least possible one).

Table.5. Chamber capacity

S.No	Area of layer(M.m^2)	Level (W.R.T structure)	Depth of fill (m)	Total Volume of layer(M.m^3)	Actual Volume of layer(M.m^3)	No of days to fill the layer
1	1.9	4-4.5	0.5	0.95	0.72	40
2	1.9	4-5	1	1.9	1.42	78
3	1.9	4-6	2	3.8	2.85	158
4	1.9	4-7	3	5.7	4	223

10.0 COST ANALYSIS

In order to see if the operation of Nayachara disposal has cost advantage, a detailed cost analysis has been carried out assuming that the Nayachara disposal could be operated for a minimum duration of 10 years. The total cost is estimated as the cost of capital construction cost of Nayachara dyke including Hopper barge cost. The operational cost is taken as operation of T.S.H.D dredger (Dredging in the channel) and maintenance cost of structural elements. This cost is taken against the reduction of dredging over navigation channel by T.S.H.D (4.86 Mm^3). This approach helps us to arrive at a cost for Nayachara dyke disposal operation in comparison with dredging cost in channel.

Shore disposal can be continued for a longer period compared to the silt trap dredging, so in case both the dredging's (Silt Trap & Nayachara disposal) taken up parallel, the initial phase of continuation of **silt trap dredging** will be continued for first **5 years**.

