



Syama Prasad Mookerjee Port, Kolkata.

श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता

GLOBAL TENDER

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/II of August 2022

PART-1

(TECHNICAL & COMMERCIAL BID)

Syama Prasad Mookerjee Port, Kolkata (SMPK)
15, Strand Road
Kolkata-700001

A. NOTICE INVITING E-TENDER

Tender Ref. No : <i>SMPK/MRN/SDDS/GBL/MDRG/HAL/II of August 2022.</i>	Dated: 19.08.2022
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Syama Prasad Mookerjee Port, Kolkata (SMPK) intend 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 five years.

Bid document may be downloaded from <https://kopt.enivida.in> & on SMPK's website "www.kolkataporttrust.gov.in". Corrigenda 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/II of August 2022</i>
(ii)	Tender e-Publishing date	19.08.2022
(iii)	Document download start date	20.08.2022 at 1000 hrs
(iv)	Date of submission of pre-bid queries, if any	29.08.2022 by 1200 hrs
(v)	Pre-bid meeting	01.09.2022 at 1100 hrs on hybrid mode both offline / online. Offline meeting would be held at SMPK Head Office, 15 Strand Road, Kolkata-700001. For online mode meeting would be held through Google Meet joining info Video call.

		Link would be uploaded.
(vi)	Bid Submission Start Date	12.09.2022 at 1100 hrs
(vii)	Bid Submission Last Date	19.09.2022 up to 1500 hrs
(viii)	Technical Bid Opening date	20.09.2022 at 1530 hrs
(ix)	Financial Bid Opening date	To be intimated later
(x)	EMD (Earnest Money Deposit)	<p>An amount of Rs. 1730 Lakh is required to be deposited as EMD as detailed at Clause-8.0. Payment by RTG / NEFT to be made directly into the designated bank account of Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex</p> <p>Name of Bank & Branch: Punjab National Bank, Haldia Dock Complex Branch.</p> <p>Account No.: 1604050000310</p> <p>IFS Code: PUNB0160420.</p> <p>Concerned vendors / contractors must ensure that the remitting bank positively enters their name and Tender no. in the 'Sender to Receiver' column at the time of making payment of Bid document fee by RTGS / NEFT. Details of EMD remitted should be entered by the participating vendor / contractor in the space provided in the e-tender as indicated hereunder.</p> <p>a. Name of remitting vendor / contractor:</p> <p>b. Tender No:</p> <p>c. Amount remitted:</p> <p>d. Date of remitted:</p> <p>e. U.T.R No.</p>
(xi)	Bid Document fee.	The intending bidders also should submit the tender fee of INR 20,000/- (Rupees Twenty Thousand only) + applicable GST to Haldia Dock Complex separately by RTGS /

		<p>NEFT along with their offer directly into the designated bank account of Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex</p> <p>Name of Bank & Branch: Punjab National Bank, Haldia Dock Complex Branch.</p> <p>Account No.: 1604050000310</p> <p>IFS Code: PUNB0160420.</p> <p>Concerned vendors / contractors must ensure that the remitting bank positively enters their name and Tender 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 entered by the participating vendor / contractor in the space provided in the e-tender as indicated hereunder.</p> <p>a. Name of remitting vendor / contractor:</p> <p>b. Tender No:</p> <p>c. Amount remitted:</p> <p>d. Date of remitted:</p> <p>e. U.T.R No.</p>
(xii)	Performance Security	3% of the Contract value.

B. SMP, KOLKATA, eNivida SPECIAL INSTRUCTION TO BIDDERS.

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

These will invite for online Bids. Bidder Enrolment can be done using "Online Bidder Enrolment".

The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid. More information useful for submitting online bids on the eNivida Portal may be obtained at: <https://kopt.enivida.in>

1.2 GUIDELINES FOR REGISTRATION:

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

1.3 SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested in, you are required to pay processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay fee tenders will be moved to the

respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

1.4 PREPARATION OF BIDS

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

1.5 SUBMISSION OF BIDS.

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by SMP, Kolkata.
3. Bidder has to select the payment option as "e-payment" to pay the tender fee / EMD, if stipulated in the tender and enter details of the instrument.
4. In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders

are required to download the BOQ file, open it and complete the white Colour (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
9. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

1.6 For any clarification in using eNivida Portal:

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

Please feel free to contact 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 Person (SMP, Kolkata):

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

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1.0 TENDER NOTICE

Tender No : <i>SMPK/MRN/SDDS/GBL/MDRG/HAL/I of August 2022</i>	Dated: -----2022
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Syama Prasad Mookerjee Port, Kolkata (SMPK) 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 five years.

ESTIMATED VALUE OF THE TENDER IS INDIAN RUPEES (INR) 1720 CRORE FOR FIVE YEARS.

PERIOD OF CONTRACT: FIVE YEARS.

PQ criteria have been fixed on one year's estimated value of work of **Rs.344 CRORE**.

2.0 PRE-QUALIFICATION CRITERIA

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

The pre-qualification criteria shall be as follows:

- i) Experience of having successfully completed similar works during the last 7 years ending **31st July 2022**, should be either of the following:-
 - a. Three similar completed works, each work costing not less than the amount equal to INR 137.6 Crore or equivalent /executed quantity not less than 4.328 Million Cubic Metre.
 - OR
 - b. Two similar completed works, each work costing not less than the amount equal to INR 172 Crore or equivalent /executed quantity not less than 5.41 Million Cubic Metre.
 - OR
 - c. One similar completed work, work costing not less than the amount equal to INR 275.2 Crore or equivalent /executed quantity not less than 8.656 Million Cubic Metre.
 - d. The average annual financial turnover of the firm during the last 3 years ending March, 2021 should be at least INR 103.2 Crore or equivalent.

- ii. **Similar work** shall mean experience of carrying out capital and or maintenance dredging works.

Note: Work experience as a sub-contractor shall be considered as the requisite qualification only if same was awarded in consonance with the Principal Employer.

- iii. **Price preference shall be given to Indian Dredging Companies as per guidelines of Govt. of India. Details are at Clause 53.0**
- iv. Claims for fulfilling the above criteria must be adequately supported by appropriate documents like work order, performance certificate from Clients, Company's Annual Reports, Audited Balance Sheet and Profit and loss account for last 3 Financial Years (i.e. 2018-19, 2019-20, 2020-21) or last 3 Calendar Years (i.e. year ending 31/12/2019, 31/12/2020 & 31/12/2021).
- v. For pre-qualification purpose technical and financial credentials of subsidiary / holding company will also be considered subject to complying the following formalities and submission of related documents:
 - a) Agreement between the Parent Company and Subsidiary Company and in case of the Foreign Subsidiary Company a tripartite agreement amongst all the three Company containing full liabilities and responsibilities of the Subsidiary Company shall be taken by the original Foreign Parent Company and the Foreign Subsidiary Company, the holding Company.
 - b) An Affidavit (to be executed by the Authorized Signatory duly authorized by the Board) from the Foreign Parent Company that the Subsidiary Company can provide the Parent Company's technical and financial expertise while submitting its bid for the tender and also undertake all responsibilities and liabilities of the Indian Subsidiary Company during the entire currency of the contract including a further undertaking to sue and to be sued at Kolkata under the jurisdiction of High Court at Calcutta only for any dispute, which includes arbitration proceeding.
 - c) Resolution of all the respective companies in this regard, stating inter alia, that, technical and financial credential of the Foreign Parent Company and/or Foreign Subsidiary Company can be submitted by the Indian Subsidiary Company.

3.0 TENDER AUTHORITY:

General Manager, Marine

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: a.ghosh@kolkataporttrust.gov.in

Web-site: www.kolkataporttrust.gov.in.

NB: Chairman, SMPK reserves the right to change the tender authority / Engineer of the contract with prior notice.

4.0 OTHER INSTRUCTIONS

- 4.1 Tender with supporting documents shall be submitted online.
- 4.2 Tender should be submitted within the specified date and time as specified in the tender. Syama Prasad Mookerjee Port, Kolkata will not be responsible in any way for Postal delay.
- 4.3 Mere issuance / downloading of Tender Document shall not mean that a particular Bidder will be automatically considered qualified and their bid will be entertained. Such qualifications will be reviewed at the time of evaluation of bids.
- 4.4 Tender Document (Non-transferable) will be available from the office of the General Manager, Marine, 15, Strand Road, Kolkata-700 001. 'Tender document may be downloaded from <https://kopt.enivida.in> & on SMPK's website ["www.kolkataporttrust.gov.in"](http://www.kolkataporttrust.gov.in).
- 4.5 Tenders shall be submitted on line up and **Part -I** of Bid i.e. Techno-Commercial Bid will be opened as scheduled in presence of the authorized representatives of bidders who intend to be present. The last date of submission of the tender will not be extended under any situation. **Part -II**, i.e Price Bid of only those Bidders who have qualified techno-commercially, shall be opened at a later date under intimation to all concerned.
- 4.6 SMPK reserve the right to reject all the tenders or to accept any tender in whole or in part without assigning any reason whatsoever.
- 4.7 Further amendments, if any, would also appear in the same websites.

5.0 Security Clearance.

Prequalification of bidders is subject to security clearance from Govt. of India. The bid received from any tenderer may be summarily rejected on National Security consideration without any intimation thereof to the tenderer. The tenderer has to submit details as at **Appendix-I (4 formats)** along with the tender for the purpose of obtaining security clearance from the Govt. of India.

Security clearance accorded to the dredging companies would be valid for five years for a particular port. During this period, the concerned dredging company shall communicate to the Ministry of Shipping the information regarding

a) **Any change in management control of the company.**

In such cases, fresh security clearance shall be obtained. The dredging companies will be bound to communicate the information on changes in management control to the Ministry of Shipping 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 within one month of the change take place for seeking fresh security clearance.

b) **Change of more than 10% in the company by any shareholder.**

In such cases, the dredging companies will be bound to communicate information on changes in shareholding of the company to the Ministry of Shipping 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 within one month of the change taking place. In case, as a result of any change in shareholding of the company, if any security concern is raised in the course of enquiry, the Ministry of Shipping 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 would share all such information with the Ministry of Home Affairs (MHA), Ministry of Defence (MoD) and Ministry of External Affairs (MEA). If a dredging company, which has already been cleared, wishes to bid for another Port, it would require clearance only from the Ministry of Defence/Indian Navy. However, the information regarding award of the dredging project including particulars of the vessels and the foreign personnel should be shared with MHA, MEA and MoD.

6.0 MODE OF SUBMISSION OF BID

6.1 The tenders are to be submitted in two parts i.e. Part-I & Part-II. Part-I should constitute the Technical Bid and Terms and Conditions of offer and Part-II should constitute only the Price Bid without any Deviation and Condition.

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

- a) Brief particulars of the Firm mentioning company's registration).
- b) Copy of the document relating to details of Similar Works previously carried out by the firm with value & period of each work.
- c) Copies of Performance Certificates of previous works carried out.

- d) Copies of the Audited Balance Sheet and Profit and Loss Account for last 3 years (i.e. 2018-19, 2019-20, and 2020-21).
- e) Photocopy of the Treasury Receipt (TR)/ Transaction Report of the Tender Fee & EMD.
- f) A separate letter addressing to General Manager, Marine confirming that the tenderer has accepted all terms and conditions laid down in the Bid document.
- g) Details of Supervision and Liaison set up planned to be used for supervision and co-ordination of the work.
- h) Signed blank copy of Price Bid format.
- i) Form of Tender duly filled in bidder's Letter Head (Format in GCC).
- j) A declaration that the firms / group of companies / consortium have not been debarred / de-listed by any Govt. / Quasi-Govt. / Public Sector Undertakings.
- k) Complete and signed copy of the enclosed 'Integrity Pact' (Format at Annexure-I).
- l) Completed formats assigned for Security Clearance from GOI.
- m) Completed relevant formats in case of JV/ Consortium.
 - n) Authentic documents relating to registration under GST Authority and ESI Authority as applicable.
 - o) Copy of the Current Trade License as applicable.
 - p) Copy of Provident Fund Registration Certificate as applicable.
- q) A declaration from the bidder that he or she will not be associated with any other bidding firms or company.
- r) Power of Attorney in original in connection with signing the tender document.
- s) Copy of the Memorandum & Article of Association in case of Limited Company.
- t) Copy of the Partnership Deed in case of Partnership Firm.
- u) All form and formats duly filled in as given at Appendixes.

6.2.1 The contractor shall submit the documents as per the Check List above (Clause-6.2) at the time of submission of the bid online. However, the bids will be summarily rejected without any reference to the bidder if the documents mentioned against Sl. No. b, c, d, e & r are not submitted with the bid.

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

6.2.3 The bidders are required to submit experience of having successfully completed similar works in US Dollars or in Euro or in Indian Rupees. SMPK shall convert the value expressed in US Dollar or Euro into Indian Rupees, at the respective bill selling rates quoted by State Bank of India, prevailing on 1 (one) day prior to the last date of submission of bid. If on this date, due to any reason, such

exchange rates are not available (Forex Market may be closed), the latest available rates immediate prior to that date shall be considered

Similar methodology shall be followed for conversion of average annual financial turnover expressed in US Dollar or Euro into Indian Rupees.

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

7.0 INSTRUCTIONSTO BIDDERS

- 7.1 Bidders are advised to submit quotation based upon Technical specification, terms and conditions, Scope of Work contained in the Bid documents and General Conditions of Contract and not to stipulate any deviation. Should it, however, become unavoidable, deviations should be suggested during pre-bid meeting. SMPK reserves the right to accept or reject the suggested deviations. No deviation from the laid down conditions of the Bid document is firm unless it is notified by SMPK.
- 7.2 The Bid Document downloaded to the Bidder is not transferable. A firm shall submit only one bid in the same bidding process, either individually as a bidder or as a partner in a joint venture. No firm can be a sub-Contractor while submitting a bid individually or as a partner in a joint venture in the same bidding process. A bidder who submits or participates in more than one bid will cause all their bids in which the bidder has participated to be disqualified.
- 7.3 Indian agent on behalf of the Principal or Principal itself can bid but both cannot bid simultaneously for the tender.
- 7.4 If an agent submits bid on behalf of the Principal, the same agent shall not submit bid on behalf of another principal.
- 7.5 Bid Document shall remain as the property of SMPK.
- 7.6 SMPK will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.
- 7.7 The work is to be done as described in Bid-document. The Bidders who needs clarifications on any specific issue shall inform the Engineer in writing well in advance of the date of pre-bid discussion at the address given in the next clause.
- 7.8 If the bidders find any discrepancy or omission in the Bid Document or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer, who may send a written explanation to the queries. No oral interpretations shall be made by any Bidder as to the meaning, if any, of the provisions of the Bid documents. Every request for an interpretation shall be in writing, addressed and forwarded to the Engineer at the following address:

General Manager, Marine
Syama Prasad Mookerjee Port, Kolkata,
15, Strand Road,
Kolkata-700 001.

- 7.9 The bidders may please note that SMPK will not entertain any correspondence or queries on the status of the offers received against this Bid.
- 7.10 Bidders are also requested not to depute any of their personnel or agents to visit SMPK's Offices for making such inquiries. Should SMPK find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by SMPK.
- 7.11 Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder. SMPK may reject, accept or prefer any bid without assigning any reason whatsoever.
- 7.12 Faxed / e-mail offer / physical delivery will not be considered. Bidders should prepare their Bid themselves. Bids prepared by agents will not be recognized. SMPK will not be liable for any financial obligation in connection with any work until such time SMPK communicates to the successful bidder in writing his decision to entrust the work (covered by the Bid document).
- 7.13 In case of unscheduled Holiday / Bandh on the date of pre-bid meeting / opening of tenders, the same will be opened on the next working day at the scheduled time. The Bidders will also be allowed to submit on-line their tenders till 1400 hours on such extended day of opening.
- 7.14 The General Conditions of Contract (GCC) of Kolkata Port shall be applicable wherever relevant. The GCC may be downloaded from SMPK website, 'Home page - Rules and Regulations- Non-service Regulations.'

8.0 EARNEST MONEY DEPOSIT

- 8.1 The bidders shall be required to deposit **INR 1730 Lakh** as 'Earnest Money Deposit' (EMD) payable to 'Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex through RTGS/NEFT. Alternatively, an amount of INR 10.0 Lakh (Rupees Ten Lakh) shall be paid through RTGS / NFT and the balance amount may be submitted in the form of a Bank Guarantee issued by any Indian nationalized / scheduled bank, having Branch at Kolkata. In the event of issuing Bank Guarantee by any Branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court. Specimen EMD format is attached at Annexure-VII. The Bank Guarantee shall remain valid for a period of 6 months from the scheduled date of opening of Part-I of the bid with a further claim period of one month. In the event

issuing Bank Guarantee, the original Bank Guarantee (original) should reach the office of General Manager, Marine within 3 days of opening techno-commercial bid.

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

9.0 SECURITY DEPOSIT

- 9.1 Successful bidder will submit Security Deposit for a sum equivalent to **3% of the total evaluated** value as per price bid of the tender, as accepted by SMPK, in Demand Draft or in the form of Bank Guarantee as per the enclosed format at **Annexure-III** in favour of '**Syama Prasad Mookerjee Port, Kolkata**' from a National/Scheduled Indian Bank with branch at Kolkata / Haldia. In the event of Bank Guarantee is issued by any branch outside Kolkata / Haldia, any Kolkata / Haldia Branch of such Bank shall counter guarantee the same and stand by for all commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court. In case of Bank Guarantee, the same shall remain valid for 3 months after the final expiry of the contract. The Security Deposit will be released within 60 days after successful completion of the contract period.
- 9.2 SMPK shall encash the Bank Guarantee in the event the Contractor fails to supply the dredgers and commence operation immediately after expiry of mobilization period at the order of Engineer or his authorized representative or when any amount is to be recovered from the Contractor as penalty or deduction and the contractor fails to remit such amount within 30 days after due notice given to him in this regard.
- 9.3 The General Manager, Marine shall have the right to ask for the extension of the above Bank Guarantee till such time the Contractual obligations are fulfilled and the Contractor will be duty bound to extend the same.
- 9.4 After the issuance of 'Letter of Intent', Security Deposit will have to be submitted within **15** working days. Work order will be issued immediately after receipt of Security Deposit. The contractor shall commence the work

within the prescribed mobilization period after issuance of 'Letter of Intent'.

10.0 INSTRUCTION FOR FILLING THE BIDS

- 10.1 The bids can only be submitted in the name of the bidder in whose name the bid documents were issued by Syama Prasad Mookerjee Port, Kolkata.
- 10.2 The Bid and any annotations or accompanying documentation shall be in English language only and in metric system.
- 10.3 Bidders shall sign their proposal and all attached documents with the exact name of the firm to whom the bid document has been issued. The bid shall be duly signed and sealed by an authorized executive officer of the bidder's organization.
- 10.4 Each page of the submitted 'Bid document including General Conditions of Contract & amendments if any' shall be signed by a duly authorised officer and in case of a Corporation same shall be sealed with the corporate seal or otherwise appropriately executed under seal .
- 10.5 Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. SMPK may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 10.6 The bid document shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be complete and free from ambiguity, change or inter lineation.
- 10.7 Bidders should indicate at the time of quoting against this bid their full postal and E-mail address& fax number (s).
- 10.8 Bidders shall set their quotations in firm figure and without any qualifications. Each figure stated should also be repeated in words and in the event of any discrepancy between the amounts stated in figure and words, the amount quoted in words shall be deemed to be the correct amount.
- 10.9 Price Bids, containing any sort of qualifying expressions will be rejected.
- 10.10 Bidders shall submit along with their offer the 'Bid Security Declaration' as per **Clause - 8.0**. This shall bind to keep his offer valid for acceptance up to **180 days** from the date of opening of Part-I (Techno Commercial Part) and to abide by all the conditions of SMPK's Bid Document.
- 10.11 Changes to terms and conditions as enumerated in the bid document will not be valid if not notified by SMPK in writing to the bidder. In the event of SMPK intend

to or awards the work to the selected bidder and the bidder fails to submit Security Deposit in stipulated time, the contract may be terminated and Bidder banned for doing any business with SMP, Kolkata for three years.

- 10.12 SMPK reserves the right to ask any one of the bidders, who have submitted their price quotations to submit a break-up of the submitted prices with adequate justification to establish for each such component. Bidders to confirm in writing in the form of Tender that should SMPK deem it necessary to ask for such a break up of quoted price, they will be duty bound to do so as requested by SMPK, they shall be further duty bound to provide justification to the same, failing which or if their justification of prices are found unacceptable to SMPK, their Tender may be cancelled by SMPK.
- 10.13 General Manager, Marine or his representative may convene meeting with the bidder with Seven days prior notice which the bidders will have to attend, failing which decisions of the General Manager, Marine taken unilaterally will be final and binding on the bidder.
- 10.14 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. The person or persons signing the bid shall initial all pages of the bid where entries or amendments have been made.
- 10.15 The bid shall contain no alterations, omissions, or additions, unless such corrections are initialled by the person or persons signing the bid.
- 10.16 SMPK the right to accept or reject the bids in part or as a whole and do not bind themselves to accept the lowest or any bid or to assign any reason thereof and no damage claim whatsoever will be payable by SMPK. Downloading of tender documents to any bidder or opening of commercial bid of any bidder shall not construe that such bidder is considered automatically qualified.

11.0 JOINT VENTURES/CONSORTIUM AND OTHER FORMS OF ASSOCIATION

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

- i) All joint venture agreements/ consortium agreements, technical collaboration agreement shall ensure that all parties of the joint venture/consortium are individually and jointly responsible for the tender conditions and such agreements are legally valid.
- ii) Joint venture/consortium should be in the nature of legally acceptable agreements and such agreements should be notarized.

- iii) Such joint venture/consortium agreement should contain explicitly the scope and responsibilities of all the partners in the joint venture/consortium in terms of financial and technical commitments/contribution. The JV/consortium should be equally, severally and jointly responsible.
- iv) One of the members of the consortium shall be authorized as being in-charge (lead member), and this authorization shall be evidenced by a power of attorney duly signed by the authorized signatories of the consortium Members as per the format enclosed in the tender document.
- v) The validity of the joint venture/consortium agreement entered upon on the award of Letter of Acceptance (LOA) by the port should continue for entire period of contract as specified in the tender. All such agreements shall be irrevocable for the above periods.
- vi) Firms with at least 26% equity holding each shall be allowed to jointly meet the eligibility criteria.
- vii) Where the bidder is a consortium the average annual financial turnover of the individual members forming the consortium shall be submitted.
- viii) The purchaser of the tender document must be a member of the consortium submitting the tender.
- ix) It is clarified that an unsuccessful bidder or JV/Consortium shall not be permitted to join a successful JV/Consortium whose bid is accepted at a later date.
- x) In case of a Consortium, the combined Technical and Financial Capability of those members who have and shall have an equity share of at least 26% (twenty six per cent) each in the Special Purpose Vehicle (or SPV) as explained in this tender document, should satisfy the above conditions of eligibility, provided that each such member shall, for a period of 2 (two) years from the date of commercial operation of the contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPV.

11.1 FURTHER CONDITIONS FOR JV/CONSORTIUM:

Intending tenderer (s), as Consortium, is eligible to participate in the tender. The term 'Tenderer' used in this document would apply to either a Single Entity or a group of entities, i.e. a Consortium. Further, the Tenderer may be a natural person, private entity, government owned entity or any combination of them with

a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in this tender document.

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

(i) The Tenderer, its Member or Associate (or any constituent thereof) and any other Tenderer, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Tenderer, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Tenderer, its Member or Associate, as the case may be) in the other Tenderer, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956, or any of its subsequent amendment. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

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

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

(ii) A constituent of such Tenderer is also a constituent of another Tenderer; **OR**

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

(iv) Such Tenderer has the same legal representative for purposes of this Tender as any other Tenderer; **OR**

(v) Such Tenderer, or any Associate thereof has a relationship with another

Tenderer, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Tender of either or each other.

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

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

Note:

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

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

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

11.2 Technical & Financial Capability.

The tenderer (whether a single entity or a consortium) must satisfy pre-qualification criteria as stipulated at Clause-2.0

11.3 Assessment of eligibility:

11.3.1 In case of a Consortium, the combined Technical and Financial Capability of those members who have and shall have an equity share of at least 26% (twenty six per cent) each in the Special Purpose Vehicle (or SPV) as explained in this tender document, should satisfy the above conditions of eligibility, provided that each such member shall, for a period of 2 (two) years from the date of commercial operation of the contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPV.

- 11.3.2 The entity claiming the capability should have held, in the company owning the eligibility, a minimum of 26% equity during the entire period for which the eligible experience is being claimed.
- 11.3.3 Experience of any activity relating to an eligible activity shall not be claimed by more than one member of a consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
- 11.3.4 The Tenderer shall submit a Power of Attorney as per format given at **Appendix -2**, authorizing the signatory of the Tenderer to submit the tender.
- 11.3.5 Where the ‘Successful Tenderer’ is a ‘Consortium’, it shall be required to form an appropriate ‘Special Purpose Vehicle’ or SPV, incorporated under the Indian Companies Act 1956, to execute the Contract Agreement and execute the contract. It shall, in addition to forming the SPV, comply with the following additional requirements:
- a. Members of the Consortium shall nominate one member as the ‘Lead Member’ who shall have an equity share holding of at least 26% of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at **Appendix -3**, signed by all the other members of the Consortium;
 - b. The Tender shall contain the information required for each member of the Consortium as per **Appendix-4**.
 - c. The Tenderer shall include a brief description of the roles and responsibilities of individual members of the consortium, particularly with reference to technical and financial obligations, as per **Appendices-5 & 6**.
 - d. An individual (single entity) Tenderer participating in the instant tender shall not be a member of any other Consortium participating in the instant tender; further, a member of a particular Consortium shall neither submit any tender individually nor shall be a member of any other Consortium participating in the instant tender;
 - e. Members of the Consortium shall enter into a binding Joint Bidding Agreement (JBA) (substantiated in the form specified at **Appendix-7**, for the purpose of submitting Tender. The JBA, to be submitted along with the Tender, shall, inter alia:
 - (i) Convey the intent to form an SPV with shareholding / ownership equity commitment(s) in accordance with this tender, which would enter into the Contract Agreement and subsequently perform all the obligations of SMPK in terms of the said agreement, in case the Contract is awarded to the Consortium;

- (ii) Clearly outline the proposed roles and responsibilities, if any, of each member; Commit the minimum equity stake to be held by each member;
- (iii) Commit the minimum equity stake to be held by each member;
- (iv) Commit that each of the members, whose experience will be evaluated for the purposes of this Tender, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 2 (two) years from the date of commencement of dredging operation under the contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV;
- (v) Members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the completion of two years from the date of commencement of the contract and
- (vi) Include a statement to the effect that all members of the Consortium shall be liable and responsible jointly and severally for all obligations of SMPK in relation to the contract throughout the contract period.

- f. Except as provided under the Tender Document, including its Addendum, if any, there shall not be any amendment to the said JBA without the prior written consent of SMPK.

11.3.6 The Single Entity participating in the tender or all the members of the Consortium participating in the tender must not have been debarred by the Central / State Government or any Entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind. An undertaking in this regard shall be given by the Tenderer in the Covering Letter as per **Appendix-8**.

11.3.7 A Tenderer including any Consortium Member or Associate shall, in the last 3 (three) years ending on the day preceding to the day of issue of the tender, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Tenderer, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Tenderer, Consortium Member or Associate as per **Appendix-8**.

11.3.8 In computing the Technical Capability and Financial Capacity of the Tenderer / Consortium Members, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.

Note:

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

11.4 Change in composition of the Consortium

11.4.1 Change in the composition of a Consortium shall not be permitted by SMPK either during the 'Techno-commercial Evaluation Stage' [i.e., from the 'date of issuance of Tender.' up to the 'date of notification of the techno-commercially valid tenders'] or during the 'Price-Evaluation Stage' [i.e., from the 'date of notification of the techno-commercially valid tenders' up to the 'date of placement of Letter of Intent (LOI)']. The same may be permitted only after placement of LOI where:

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

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

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

Note: If the Tenderer is a Consortium, then the entire Consortium may be disqualified /

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

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

12.0 INSTRUCTION FOR FILLING UP PRICE BID

- 12.1 The Bid shall be quoted in and as per format of Price Bid as given at clause 52.0.

12.2 Currency of Quotations

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

12.3 Validity of Price Bid

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

- 12.4 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:

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

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_0 = Price of fuel of IOCL at Haldia as on the scheduled last date of submission of the tender.

I = Changed price of fuel of IOCL at Haldia.

- 12.5 DELIVERY/ REDELIVERY of the dredger (s) and ancillary equipments will be at Haldia.
- 12.6 The contractor may engage sub-contractor subject to permission of the Engineer of the contract.

13.0 DUTIES & TAXES

- a. The prices quoted shall be including all statutory levies but excluding GST. GST should be indicated separately in the relevant column of BOQ. The summation of all item-wise total prices (excluding GST) (i.e. Grand total as mentioned in BOQ) would be the basis of evaluation.
- b. Supplier / Service Provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- c. The Supplier / Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier / Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier / Service Provider and details available with Syama Prasad Mookerjee Port, Kolkata, then payments to Supplier / Service Provider to the extent of GST relating to the invoice/s under mismatch may be retained from due payments till such time Syama Prasad Mookerjee Port, Kolkata is not sure that accurate tax amount is finally reflected in the GSTN to SMPK's Account and is finally available to Syama Prasad Mookerjee Port, Kolkata in terms of GST laws and that the credit of GST so taken by Syama Prasad Mookerjee Port, Kolkata is not required to be reversed at a later date along with applicable interest.
- d. Syama Prasad Mookerjee Port, Kolkata has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the Supplier / Service Provider. Any loss of input tax credit to Syama Prasad Mookerjee Port, Kolkata for the fault of supplier shall be recovered by Syama Prasad Mookerjee Port, Kolkata by way of adjustment in the consideration payable.
- e. Supplementary invoice/debit note/credit note for price revisions to enable Syama Prasad Mookerjee Port, Kolkata to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.
- f. The purchase order/work order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.
- g. If any new taxes and duties, increase in existing taxes and duties are imposed by the central / state government and is applicable in this contract, these shall be paid by the SMPK Board in addition as the same are not included in the quoted rates.
- h. In case any change in GST law/ provisions after the scheduled last date of submission of the tender results in any additional benefit of input tax credit and/or any savings in the hands of the contractor 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 SMP, Kolkata by the contractor in full. The contractor shall also be obliged to submit details of such savings /benefits duly certified by their Statutory Auditors periodically as per requirement of SMP, Kolkata”.

14.0 MOBILIZATION & DEMOBILIZATION

14.1.1 Mobilization Period:

On placement of ‘Letter of Intent’, the dredgers & equipment are to be mobilized at Haldia and commence dredging within 30 days and commence operation.

14.1.2 Mobilization & De-mobilisation Charges:

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

14.1.3 Penalty for delay in mobilization:

Delay in complete mobilization of the equipment as per accepted dredging plan will attract a penalty @ **2.5%** per week of Security Deposit.

14.2 Demobilization Period

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

15.0 Interpretation of Terms

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

BOARD - The expression ‘BOARD’ means the Board of Syama Prasad Mookerjee Port, Kolkata, 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 appointed to act in his place under sub-section (1) of Section 4 of The Major Port Authorities Act, 2021.

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

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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 General Manager, Marine, 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 General Manager, Marine / Engineer of the Contract to act on their behalf for the purpose of this contract.

THE VESSEL - The expression 'The Vessel' means the Dredgers, barges and ancillary equipments required to carry out the work 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.

16.0 INFORMATION ON SITE OF WORK.

16.1 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.

16.2 Wave, Wind and Tide Data

Waves approach estuary from SSW-SWW during Feb-Sept while during Nov-Jan it is from N to NE. no measured data for wave is available. However, 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 SMPK at a cost of Rs 1500/-.

16.3 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.

16.4 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 5.2 m
 Lower Jellingham Crossing - 4.8 to 5.2 m
 Upper Eden - 5.3 to 5.8 m
 Lower Eden - 6.5 to 6.7 m

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

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

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

16.6 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

16.7 Average Shipping movement per month at SPMK Shipping channel at least for last two years to analyze traffic impact on dredge cycle.

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

17.0 ADEQUACY OF THE TENDER

Presently, SMPK 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, SMPK is presently utilising Eden channel for shipping to Haldia.

The intending bidders are advised to visit the sites and satisfy themselves on the actual site conditions, soil to be dredged and the areas identified for disposal of dredged materials, before tendering. Whatever information given in the tender

document is only intended as a general guidance for the contractor and no warranty is given for the correctness of the same.

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

TECHNICAL SPECIFICATIONS

18.0 DISPOSAL TOLERANCES

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

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

19.0 MATERIALS TO BE DREDGED

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

20.0 HYDROGRAPHIC SURVEY TO ASCERTAIN NAVIGABLE DEPTH

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

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

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

20.3 The contractor shall provide a suitable steel hulled launch with equipment, spares & consumables including manning, fuel etc. for conduct of all surveys at his own cost. The launch should be certified by the authority to ply in the surveying areas round the year. The launch should be fitted with a 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.

21.0 MINIMUM INTERFERENCE WITH NAVIGATION / PILOTAGE

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

22.0 EXCAVATION AND DREDGING WORKS

Dredging is to be undertaken in accordance with **the scope of the work as specified in the tender document.**

The Contractor shall provide the Engineer, at the end of each week the Daily Dredging Reports (DDR) for each dredger duly signed by the Master of the Dredger as well as Engineer's (SMPK) representative on board the dredger. The DDR format is at **Attachment-A.**

SPECIAL CONDITION OF CONTRACT

23.0 GENERAL

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

24.0 SCOPE OF WORK

24.1 The work primarily involves dredging at Haldia Anchorage, Jellingham, Lower Jellingham Crossing, and 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).

24.2 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 SMPK 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	5.0	≥ 4.8 M.	4.2	Lower Sagar Area (Lat 21° 32'48"N Long. 087° 59'54"E)	64	
2.	Jellingham	22°00'00" N to 21°54'00" N	12.3	345	4.9	≥ 4.8 M.			56	
3.	Lower Jellingham Crossing	21°54'00" N to 21°51'24" N	5.3	345	4.9	Minimum dredging is required occasionally			47	

4.	Upper Eden	21°47'00" N to 21°41'00" N	11.7	460	5.6	≥ 5.3 M.	4.3	Lower Eden Area (Lat 21° 30'00"N Long. 087° 53'00"E)	22	
5.	Lower Eden	21°41'00" N to 21°30'00" N	2	600	6.7	≥ 6.5 M	0.8	Sea Dumping (Lat 21° 10'00"N Long. 088° 00'00"E)	48	

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

- 24.3 Dredged materials may also be dumped partially or fully ashore at Nayachara Island or any other suitable area within a distance of 5KM from dredging site, if land is made available by SMPK at no extra cost to SMPK.
- 24.4 The dredged materials may also be disposed off through rain-bowing / side casting at a distance of at least 80 m from the dredging position. Such disposal by rain-bowing/side-casting will, however, is 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.** The rain-bowing / side casting may be carried out simultaneously during dredging without filling the hopper as well as after filling hopper. The dredger may also be required to fill up the hopper with dredged materials from the dredging site and dispose the materials at any location through rain bowing /side casting operation. Overboard discharge from the dredger shall not be considered as rain-bowing/side-casting.
- 24.5 The dredging at **Zone-M1, Zone-U1 & Zone-U2 of Haldia Reach** are required to be dredged upto the levels of 8m, 7m & 4m at **Zone-M1, Zone-U1 & Zone-U2** respectively during the 1st year of the contract by dredging 3.6 MM³ and thereafter 1.0 MM³ per year. The dredging at **Zone-U1 & Zone-U2** may be considered separately by utilizing a Cutter Suction Dredger or Grab as practicable 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 SMPK within 5 KM from the dredging site, otherwise dumping is to be carried out at Lower Sagar Dumping area.

- 24.6 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.
- 24.7 SMP, Kolkata will have the liberty to direct the contractor to dredge any other areas within the jurisdiction of SMPK.
- 24.8 Dredging is to be done along the channel and within a zone of 50 m horizontally from the either edges 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-31.0.
- 24.9 At least one 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.
- 24.10 The dredgers proposed to be deployed also should be highly manoeuvrable and capable of undertaking precision dredging in the tidal condition of the River Hugli without blocking shipping and to be fitted with adequate electronic gadgets & equipments. The dredgers also are to be fitted with standard DLM & other equipments for the purpose of measurement of productions.
- 24.11 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.
- 24.12 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.
1. 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.
 2. Real-time autonomous post dredging bathymetry measurement by the dredgers by deploying onboard autonomous inflatable survey boats.

25.0 Base Level, Targeted Depths and silt volume norms.

25.1 The Base Level Depths for different dredging areas would be as follows:

Areas	Base Level Depth (in M from CD)	Targeted depth (in M from CD)
Haldia Anchorage, Jellingham and Lower Jellingham Crossing.	4.8	≥ 4.8
Upper Eden	5.3	≥ 5.3
Lower Eden	6.5	≥ 6.5

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

Areas	Maintaining Targeted Depth (M from CD)	Volume norm (Million Cubic metres)
Haldia Anchorage, Jellingham and Lower Jellingham Crossing.	≥ 4.8	4.2 per annum.
Upper Eden	≥ 5.3	4.3 per annum.
Lower Eden	≥ 6.5	0.8 per annum.

Norm for annual volume of dredged materials at Haldia Reach would be 3.6 MM³ during the 1st year and thereafter 1.0 MM³ per year.

25.3 SMPK is contemplating execution of a project relating to re-use /gainful utilization of dredged materials to ensure viable dredging project and least environmental degradation. Bidders are therefore, required to look into the aspect and submit proposal with cost benefit analysis for gainful utilization of dredged materials. However, this proposal / financial analysis will have no repercussion on pre-qualification & financial evaluation.

25.4 At the time of handing over the sites to the Contractor, if the navigable depths in the Areas as mentioned above, are less than the 'Base Level' depths, the Contractor shall be provided time for increasing the depths to the Base Levels subject to maximum of 2 months. The aforesaid depth related disincentive (Clause-26.1) only shall not be imposed till restoration of Base Level depths or 2 months whichever is earlier.

26.0 DISINCENTIVE AND PENALTY

26.1 If the depth falls below Base Level depth at any of the areas, Haldia Anchorage, Jellingham, Lower Jellingham Crossing & Upper Eden, a disincentive @ 2.5% 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 targeted 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.

- 26.2 In case of dredging in Haldia Reach, a disincentive shall also be applicable for shortfall of monthly dredging target i.e. $1/12^{\text{th}}$ of respective annual requirement. The monthly disincentive shall be equivalent to the shortfall percentage of value of monthly quantity as derived from BOQ & monthly requirement of dredging.
- 26.3 In the event of shortfall of dredging quantity (area-wise) from the annual norm a penalty equivalent to 50% value of the shortfall quantity (area-wise) will be applicable as penalty. This penalty will be applicable in addition to disincentive.
- 26.4 In the event dredging is carried in any area other than the areas of the shipping channel as stipulated in the tender, disincentive and penalty shall not be applicable for the concerned period.

Note: Examples showing calculations of disincentive & penalty are given at Annexure-VI.

27.0 TECHNICAL EVALUATION

The bidder may deploy the dredgers as detailed below:

1 st Year of Contract	A suitable Cutter Suction Dredger or Grab for some portions of Zone-U1 & Zone-U2 of Haldia Reach , depending on prevailing depth situation. At least three TSHDs capable of working safely at different dredging areas and speed not less than 10 knot.
Subsequent Years	At least three TSHDs capable of working safely at different dredging areas and speed not less than 10 knot.

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.

The monthly production as calculated by the bidder is to be examined by SMPK for technical evaluation and the bidder would be declared qualified if the monthly productions satisfies the monthly area wise requirements of dredged quantities ($1/12^{\text{th}}$ of annual quantity) for the first year failing which the bidder will be disqualified at the techno-commercial stage.

28.0 ADDITIONAL DREDGERS AND EQUIPMENT

During execution of the contract, the contractor may deploy additional dredgers and equipments 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 & equipments.

29.0 SUBSTITUTION OF DREDGERS / EQUIPMENT

- 29.1 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.
- 29.2 At any stage, if the contractor at their discretion intends to substitute any of their equipment, the same would be allowed by SMPK subject to suitability.
- 29.3 In case of any substitution of dredgers and equipments, no payment towards mobilization or demobilization of dredger/equipment shall be paid.

30.0 THIRD PARTY AUDIT

- 30.1 SMPK shall appoint a Consultant (Independent Third Party) for auditing the maintenance dredging work during the entire contract period.
- 30.2 For the purpose of auditing the maintenance dredging work, a representative of the Consultant shall remain on board each of the dredgers deployed 24 hours a day during the entire contract period.
- 30.3 The Consultant's representative on board each dredger shall oversee dredging operations (conventional as well as side cast dredging), shall have access to all dredging operation records, survey charts etc. The Consultant's Resident Engineer and Dy. Resident Engineer shall have access to all dredging machineries for improvement of dredging efficiency of the dredger as and when necessary.
- 30.4 The Consultant shall report to the General Manager, Marine, who will be the Engineer In-Charge of the Third Party auditing work.

31.0 Compensation/ cutback for excess/lesser siltation.

- 31.1 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 25.2. In case of excess siltation above the norm, SMPK shall pay the

contractor at the rate of the 'equivalent per cbm value' of the contract for each extra cbm above norm.

31.2 Compensation for excess siltation shall be effected annually and shall be adjusted against last payment for the year.

31.3 The compensation / cut back for excess & lesser siltation shall be applicable for Haldia Reach, Haldia Anchorage, Jellingham, Lower Jellingham Crossing, Upper Eden & Lower Eden.

31.4 The annual compensation shall be given under the following condition:

If base level depths 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 during the balance period.

31.5 The maximum compensation that shall be given will be capped at 25% of that particular annual value as arrived as per Clause-32.0.

31.6 The volume calculation shall be done as per the formula in Clause- 47.

32.0 PAYMENT TERMS

32.1 For the payment, the annual value of the 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 $1/12^{\text{th}}$ of annual value of that particular year.

32.2 The contractor will be paid minimum of the value of $1/12^{\text{th}}$ of annual quantity of the respective year as indicated in the Price Bid Format 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 disincentive / penalty for maintaining the depth with reference to the targets. **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.**

32.3 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 SMPK 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 SMPK's authorised representative on board.

32.4 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.

32.5 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 SMPK. 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 SMPK Board' Schedule of Charges.

32.6 The payment in Indian Rupees shall be released to the designated Bank Account of the contractor maintained in any scheduled bank in India.

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 SMP, Kolkata, the contractor would be obliged to submit documentary evidence of remittance of GST and other taxes claimed through the Invoice, to Govt.

Tax Deduction at Source (TDS) as per law in force in India (both on account of Income Tax and GST), shall be made by SMP, Kolkata from the payment released to the contractor.

33.0 Removal of equipments.

No equipment consigned for the work shall be removed from the site without approval from the engineer which shall not be unreasonably withheld.

34.0 INSURANCE

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

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

All persons deployed by the contractor on board the vessels and ashore shall be insured by the contractor at his cost and documentary evidence should be

provided before commencement of work. SMPK shall not be responsible in any manner for any accident, injury or death to the personnel engaged by the Contractor during execution of the contract on board or ashore.

35.0 RESPONSIBILITIES OF SYAMA PRASAD MOOKERJEE PORT, KOLKATA (SMPK).

- 35.1 SMPK shall provide suitable berth facilities at HDC / KDS, subject to availability, for maintenance / repair of dredger and other crafts deployed by the Contractor as well as permit movement of Contractor's mobile crane inside the dock as and when required, free of charge.
- 35.2 SMPK 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 SMPK.
- 35.3 SMPK shall permit use of available landing jetties, free of cost for operating routine boat services to the dredger by the Contractor.
- 35.4 SMPK shall provide dock entry permit to Contractor's personnel, vehicles etc. on chargeable basis.
- 35.5 SMPK will post one representative who shall act as Pilot under the provision of Indian Ports Act 1908 at their cost on board the dredger for Pilotage operation. The said representative will also read and record dredging reports, operating time, idle time, breakdown of the dredger etc. jointly with Contractor's representative. These dredging reports along with Neap Survey reports will form the basis of payment under the Contract, which would be required to be submitted in triplicate to the Engineer every week.

36.0 SALVAGE OF PLANT, EQUIPMENT, VESSEL, CRAFT ETC

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

37.0 ARTICLES OF VALUE:

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

38.0 APPLICATION OF ACTS AND PORT RULES

The dredger shall at all time work under the provision of the Indian Port's Act 1908, The Major Port Authorities Act 12021, relevant Port Rules & any new Act enacted by Government.

39.0 ENGINEER'S AUTHORITY TO DELEGATE

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

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

40.0 DEPLOYMENT OF STAFF BY THE ENGINEER

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

41.0 CONTRACTOR'S WORKING AREA

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

42.0 TEMPORARY WORKS, OFFICE, JETTY, ETC

- 42.1 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.

- 42.2 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.

43.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION

- 43.1 In all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract, the decision of the Engineer shall be final binding on all parties to the contract and shall forthwith be given effect to by the Contractor.
- 43.2 If the Contractor is dissatisfied with any such decision of the Engineer / his representative, he shall within 15 days after receiving notice of such award / decision, requires that the matter shall be referred to Chairman, who shall thereupon examine the dredging related dispute by a Committee consisting of FA&CAO, Director, Marine Department & Chief Engineer under his chairmanship and submit its recommendation to the Board for taking a view on the dispute.
- 43.3 If there is still no settlement as mentioned at Clauses - 43.1 & 43.2, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 including all amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrator and inform the other party within 60 days. If the other party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996, including any amendment thereof.
- 43.4 Notwithstanding anything contained herein above, Employer also reserve the right to invoke arbitration in all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract etc.
- 43.5 The place/ jurisdiction of arbitration shall be in Kolkata, West Bengal, India.
- 43.6 The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid equally by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award

for the reimbursement to the successful Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the Party.

- 43.7 Pending the submission of and / or decision on a dispute, difference or claim or until the arbitral award is published, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.
- 43.8 The request for arbitration, the answer to the request, the terms of reference, any written submission, any order and ruling shall be in English language and if oral hearings take place, English shall be the language to be used in the hearing.
- 43.9 Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.
- 43.10 In case the contract is awarded to a Central Public Sector Enterprises (CPSE), commercial disputes, if any, may be settled through Permanent Machinery of Arbitrators (PMA) as per relevant Government of India guidelines.

44.0 INFORMATION REQUIRED

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

Description of equipments to be used

Template for filling details of equipments		
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.

45.0 TERMINATION OF CONTRACT.

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

- i. The Contractor has abandoned the contract.
- ii. The Contractor has failed to commence the works or has without any lawful excuse under these conditions, has kept the work suspended for at least 15 days despite receiving the Engineer's or his Representative's written notice to proceed with the work.
- iii. The Contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
- iv. Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the Contractor to any officer, servant or representative of the SMPK Board or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
- v. The Contractor is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.
- vi. If the Contractor fails to maintain the base depth as specified in Clause 25.0 for two consecutive months.
- vii. The depths either at Jellingham including Haldia Anchorage and Lower Jellingham Crossing and / or Lower Eden has reduced by 0.3 m or more from the 'Base Level' as specified in Clause 25.0.

45.2 Risk Purchase

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

46.0 DREDGER'S AND EQUIPMENTS ENCUMBRANCES ON CONTRACTOR

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

47.0 Measurement of volume of dredged materials.

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.

47.1 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 river bed 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.

47.2 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, SMPK will consider the production of 1875 M³ per hour for payment purpose.

48.0 LAW OF THE LAND

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

49.0 COMPLIANCE OF LABOUR ACT

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

50.0 OFFICE AND LIAISON OFFICER

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

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

51.0 Force Majeure

51.1 In the event of either party being rendered unable by 'force majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'force majeure', shall upon notification to the other party, be suspended for the period during which 'force majeure' event lasts. The cost and loss sustained by either party shall be borne by respective parties.

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

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

52.0 Accommodation for Engineer's representatives.

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

53.0 PRICE PREFERENCE

Price preference shall be allowed to Indian companies including Dredging Corporation of India (DCI) as per relevant prevailing guidelines of the Government of India. The prevailing guidelines are attached (**Attachment-C**).

54.0 Priority of Documents

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

- a) The contract Agreement (completed)-**Annexure-IV**.
- 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.

55.0 Bill of Quantities (BOQ)

Sl. No.	Work	Rate per Cubic meter to be quoted (INR)	Total in INR	Remarks
1.	Maintenance dredging at Haldia Anchorage, Jellingham & Lower Jellingham Crossing and as stipulated in the scope of the work for a period of five years from the date of commencement of the work.	Rs.....	Rs.-----	The total quantity of 21.0 Million Cubic Meter to be considered for the period of 5 years.
2.	Maintenance dredging at Upper Eden Bar as stipulated in the scope of the work for a period of five years from the date of commencement of the work.	Rs.....	Rs.-----	The total quantity of 21.5 Million Cubic Meter to be considered for the period of 5 years.
3.	Maintenance dredging at Lower Eden Bar as stipulated in the scope of the work for a period of five years from the date of commencement of the work.	Rs.....	Rs.-----	The total quantity of 4.0 Million Cubic Meter to be considered for the period of 5 years.
4.	Maintenance dredging at Haldia Reach as stipulated in	Rs.....	Rs.-----	The total quantity of 7.6 Million Cubic Meter to be considered for the

	the scope of the work for a period of five years from the date of commencement of the work.			period of 5 years.
Grand total (Basic cost) for all the areas as above:		Rs.		GST as applicable would be applicable additionally.

INTEGRITY PACT

Between
Syama Prasad Mookerjee Port, Kolkata (SMPK) hereinafter referred to as “The
Principal/ Employer”

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

Preamble

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

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

NOW, THEREFORE

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

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

Section-1:Commitments of the Principal/employer.

- (1) The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will, in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any materials or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information

- through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/ Prevention of Corruption (PC) Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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

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

Section- 4: Compensation for Damages.

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

Section -5: Previous transgression.

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

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

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

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

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

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

- (a) The task of the monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- (b) The monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Syama Prasad Mookerjee Port, Kolkata.
- (e) The BIDDER / CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER / CONTRACTOR. The demonstration of a valid interest, unrestricted and unconditional access to his contract documentation, if any. The same is applicable to Sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor(s) with confidentiality.
- (f) The Principal / Employer will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.
- (g) The Monitor will submit a written report to the designated Authority of Principal / Employer / Chief Vigilance Officer of Syama Prasad Mookerjee Port, Kolkata within 8 to 10 weeks from the date of reference or intimation to him by the Principal / Employer / Bidder / Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER / CONTRACTOR can approach the Independent External Monitor (s) appointed for the purposes of this Pact.
- (h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the relevant IPC/PCA and the Principal / Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (j) The word 'Monitor' would include both singular and plural.

Section-9: Facilitation of Investigation:

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

Section-10: Pact Duration:

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

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

Section-11: Other provisions:

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

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

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

Place.....

Date.....

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

Annexure-P

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.1 There shall be compulsory registration of Indian agents of foreign suppliers for all Tender. An agent who is not registered with SMPK shall apply for registration in the prescribed Application - Form.
- 1.2 Registered agents will file an authenticated Photostat copy (duly attested by a Notary Public) / Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission / remuneration / salary / retainer ship being paid by the principal to the agent before the placement of order by SMPK.

- 1.3 Wherever the Indian representatives have communicated on behalf of their principals and foreign parties have stated that they are not paying any commission to the Indian agents and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 DISCLOSURE OF PARTICULARS OF AGENTS / REPRESENTATIVES IN INDIA. IF ANY.
- 2.1 Bidders of Foreign nationality shall furnish the following details in their offer:**
- 2.1.1 The name and address of the agents / representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent / representative be a foreign Company, it is to be confirmed whether it is real substantial Company and details of the same shall be furnished.
- 2.1.2 The amount of commission / remuneration included in the quoted price(s) for such agents / representatives in India.
- 2.1.3 Confirmation of the Bidder that the commission / remuneration if any, payable to his agents / representatives in India, is to be paid by SMPK in Indian Rupees only.
- 2.2 Bidders of Indian Nationality shall furnish the following details in their offers:**
- 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agent of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents / representatives.
- 2.2.2 The amount of commission / remuneration included in the price (s) quoted by the bidder for himself.
- 2.2.3 Confirmation of the foreign principals of the Bidder that the commission / remuneration, if any, reserved for the Bidder in the quoted price (s), is paid by SMPK in India in equivalent Indian Rupees.
- 2.2.4 In either case, the event of contract materializing, the terms of payment will provide for payment of the commission / remuneration, if any payable to the agents / representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.2.5 Failure to furnish correct and detailed information as called for in paragraph - 2.0 above will render the concerned tender liable for rejection or in the event of a contract materializing, the same liable to termination by SMPK. Besides this there would be a penalty of banning business dealings with SMPK or damage or payment of a named sum.

BID SECURITY DECLARATION

(To be filled up and uploaded online after seal and signature)

The General Manager, Marine
Haldia Dock Complex
SMP, Kolkata

Ref: TENDER No:-

Sir,

I / We, (Name of the bidder) understand that according to your conditions, bids must be supported by a Bid-Security Declaration.

I/We do hereby declare that I/We shall not withdraw or modify bids during period of validity etc., in case, any withdrawn / modification of the bids is done during validity period, I/We will be suspended for three years from participation of any tender with entity that invited the bids.

Name and Signature of Tenderer with official seal

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

To
The Board of SMPK Board
For the Syama Prasad Mookerjee Port
Haldia Dock Complex
BANK GUARANTEE NO.....DATE.....
Name of Issuing Bank.....
Name of Branch.....
Address.....

In consideration of the Board of Syama Prasad Mookerjee Port, Kolkata, a Body Corporate, duly constituted under The Major Port Authorities Act, 2021, having agreed to exempt M/s....., a Proprietary / Partnership/Limited/Registered Company, having its Registered office at(hereinafter referred to as "The Contractor") from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Board and the Contractor for.....(write the name of the work as per Work Order) in terms of the Work Order No.....dated(hereinafter referred to as 'the said Contract'), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs.....

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

2. We..... Bank.....Branch, further agree that a mere demand by the SMPK Board at any time and in the manner aforesaid is sufficient for

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

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

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

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

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

SIGNATURE.....

NAME.....

DESIGNATION.....

(Only constituted attorney for and on behalf of)

BANK.....

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

FORM OF AGREEMENT

THIS AGREEMENT made this.....day of19.....between the Board of SMPK Board for the Port of Calcutta, a body corporate constituted by The Major Port Authorities Act, 2021 (hereinafter called "Board" which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and.....(hereinafter called "the Contractor, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part. WHEREAS the SMPK Board are desirous that certain Works should be executed/constructed,

viz..... and have accepted a Tender/offer by the Contractor for the construction, completion and maintenance of such works NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz

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

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

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

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

The Seal of

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

Name_____

Address_____

Or

SIGNED SEALED AND DELIVERED

by the said_____

in the presence of :

Name:_____

Address:_____

The Common Seal of the SMPK Board was hereunto affixed in the presence of:

Name:_____

Address:_____

FORM OF TENDER

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

Dear Sir,

We, M/s.....having read and fully understood the Specifications, General & Special Conditions of Contract and Conditions of Tender, hereby tender for maintenance dredging in Haldia Channel for the SMPK Board for Syama Prasad Mookerjee Port, Kolkata in accordance with and as set forth in Notice Inviting Tender, General Conditions of Contract etc.

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

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

We have deposited with the SMPK Board' an Rs..... vide Receipt/Transaction Id No.....dated.....as tender fee, photo copy of which is attached.

We also agree to abide by this tender for a period of 180 days from the opening of Part-I (techno-commercial bid) and in default of our so doing, Bid Security Declaration shall be applicable for us.

Should Syama Prasad Mookerjee Port, Kolkata ask for a break up of our price, we shall submit the same forthwith with adequate justification to establish its veracity, failing which SMPK may cancel our tender and invoke the condition of Bid Security Declaration.

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

Yours faithfully,

Dated.....
Signature.....
Full Address

(Seal)

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

1) Calculation of disincentive (**Clause-26.1**).

In a month considering following depth situation:

Depth at Haldia Anchorage: 4.8 m throughout the month.

Depth at Jellingham: 4.6 m for 15 days and 4.8 m for rest of the month.

Depth at Lower Jellingham Crossing: 4.8 m throughout the month.

Depth at Upper Eden: 5.4 m throughout the month.

Maximum fall at Jellingham i.e. 0.2m (4.8-4.6) & affected period is 15 days.

Disincentive= $2.5 \times 2 = 5\%$ for 15 days.

Monthly Quantity: Annual Quantity (Haldia Anchorage + Jellingham + Lower Jellingham crossing + Lower Eden)/12 months.

Value of the monthly quantity = Y (Calculated based on agreed unit rates)

Monthly disincentive = 5% of Y

Deductable disincentive for 15 days would be = $\{(5\% \text{ of } Y) / \text{Nos. of days of the Month}\} \times 15 \text{ days}$.

2) Calculation of disincentive for Haldia Reach (**Clause-26.2**).

Monthly Quantity for Haldia Reach = Annual Norm/12 months.

Suppose shortfall is 10% of monthly dredging target for a month.

Disincentive would be = 10% of the value of monthly quantity i.e. 10% of monthly Quantity X unit Rate.

3) Calculation of Penalty (**Clause-26.3**).

Penalty will be applicable for all the area including Haldia Reach and Lower Eden and to be applicable annually.

Suppose shortfall of quantity at Upper Eden is 0.5 M^3 in a year & there is no shortfall in other area.

Penalty for Upper Eden would be equivalent to the value of 0.25 M^3 (50% of shortfall quantity) as calculated considering the unit rate of Upper Eden.

Separate calculation would be done for each area if there is shortfall.

(Bank Guarantee format for Earnest Money Deposit)

To
The Board of SMPK Board
For the Port of Kolkata.

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

In consideration of the Board of Syama Prasad Mookerjee Port, Kolkata, a Body Corporate, duly constituted under The Major Port Authorities Act, 2021, having agreed to exempt M/s....., a Proprietary / Partnership/Limited/Registered Company, having its Registered office at(hereinafter referred to as "The Contractor") from cash payment of Earnest Money Deposit in connection with Tender No..... for..... (write the name of the work as per tender) for the due fulfilment by the contractor of all the terms and conditions contained in the said tender, on submission of a Bank Guarantee for Rs.....

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

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

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

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

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

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

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

SIGNATURE.....

NAME.....

DESIGNATION.....

(Only constituted attorney for and on behalf of)

BANK.....

BRANCH.....Kolkata/Haldia.

(OFFICIAL SEAL OF THE BANK)

Appendix-1

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

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

(II) Details in respect of Director.

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

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

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

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

SECRET

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

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

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

APPENDIX- 2

Format For Power Of Attorney For Signing Of Tender

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

Dated: _____

POWER OF ATTORNEY

To whomsoever it may concern

Mr. _____ [Name of the Person(s)], residing at _____ [Address of the person(s)], acting as _____ (Designation of the person and name of the firm), and whose signature is attested below, is hereby authorized on behalf of _____ [Name of the Tenderer (in case of a consortium, name of the lead member)] to sign the tender [(Tender No.and (Tender subject- ".....")]] and submit the same and is hereby further authorized to provide relevant information/ document and respond to the enquiry's etc. as may be required by Syama Prasad Mookerjee Port, Kolkata (SMPK) in respect of the tender.

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

(Attested signature of Mr. _____)

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

Note –

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

Format For Power Of Attorney For Lead Member Of Consortium

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

POWER OF ATTORNEY

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

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

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

bid(s) for the tender and/or upon award thereof till the Agreement is entered into with the Authority.

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

IN WITNESS HEREOF WE HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS
DAY OF20**

For

.....

(Name & Title)

For

.....

(Name & Title)

For

.....

(Name & Title)

Witnesses:

1.

2.

.....

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

Profile Of The Tenderer

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

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

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

Signature of Power of Attorney Holders

Name:

Designation:

Date :

Seal

Syama Prasad Mookerjee Port, Kolkata

HALDIA DOCK COMPLEX

Maintenance dredging in Hugli Estuary

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

Instructions:

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

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

Name:

Designation:

Date:

Seal:

CERTIFIED BY

Name of Chartered / Certified Accountant Firm

Registration Number & other details

Name of the Signatory.....

Signature

Designation

Date

Seal

APPENDIX-6**Details Of Financial Capability Of The Tenderer**

(In Rs. Crore)

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

Please add more rows depending upon Consortium Members.

Instructions:

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

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

Name:

Designation:

Date :

Seal

CERTIFIED BY

Name of Chartered Accountant Firm

Registration No. & other details

Name of the Signatory

Signature

Designation

Date

Joint Bidding Agreement

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

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

AMONGST

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

AND

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

AND

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

AND

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

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

WHEREAS,

- (A) [SYAMA PRASAD MOOKERJEE PORT, KOLKATA, established under the Major Port Trusts Act-1963 and having Principal Office at 15, Strand Road, Kolkata-700001 (hereinafter referred to as the "**SMPK**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited offers by its Request through NIT No. dated(the

"TENDER DOCUMENT") for selection of successful tenderer for the contract as proposed in the said tender document.

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

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

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

3. Covenants

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

4. Role of the Parties

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

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

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

5. Joint and Several Liability

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

6. Shareholding in the SPV

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

First Party:

Second Party:

{Third Party:}

{Fourth Party:}

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

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

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

7. Representation of the Parties

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

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power to enter into this Agreement with SMPK;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and SMPK to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) Require any consent or approval not already obtained;
 - (ii) Violate any Applicable Law presently in effect and having applicability to it;
 - (iii) Violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

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

9. Miscellaneous

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART by

(Signature)

(Name)

(Designation)

(Designation)

(Address)

(Address)

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

THIRD PART by:

FOURTH PART by

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

1.

2.

Notes:

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

Covering Letter

Dated :

To,

General Manager, Marine
Syama Prasad Mookerjee Port, Kolkata,

Dear Sir,

1. I/we, _____ (Name of tenderer) having examined the Tender Document and understood its contents, hereby submit our tender for at Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata.
- 2 All information provided in the tender including Addenda and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.
3. I/We shall make available to Syama Prasad Mookerjee Port, Kolkata (hereinafter referred to as SMPK) any additional information it may find necessary or require to supplement or authenticate the Tender
4. I/we acknowledge the right of SMPK to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/we also certify the following
 - a. I/we / any of the consortium member (as the case may be) have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind
 - b. I/we certify that in the last three years, I/We/any of the consortium members or our / their associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public

authority/entity nor have had any contract terminated by any public authority / entity for breach on our part.

6. I/we declare that :

a) I/we have examined and have no reservations to the Tender Document, including the Addenda issued by SMPK thereon.

b) I/we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.

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

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

Thanking you,

Yours faithfully,

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

Name:

Designation:

Date :

Seal

DAILY DREDGING REPORT
PORT:

Attachment-A
DATE:

DREDGER:

Tidal information				Day----- Date----- Mean Lt. Draft-----Mtrs	Week No: DDR No.:
Location	High & Low water	Time	Height (in Mtrs)	Day of tide-----Mean Lt Displacement-----Tons	
				Total Time worked-----Hrs-----Min-----Sec	
				On hire -----Off hire-----	

Sl. No.	Load No.	Location		Tide	Latitude		Dredging		Passage						Others		NHL (T)	HV (M³)	Distance (NM)	Remarks
		Area	Track		From	To	Start	End	Load		Dumping		Empty							
									Start	End	Start	End	Start	End	Start	End				
1																				
2																				
3																				
Total																				

Client Representative

Master



भारत सरकार / GOVERNMENT OF INDIA
पत्तन, पोत परिवहन और जलमार्ग मंत्रालय
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:

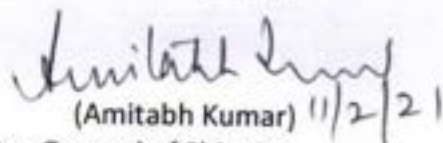
"3. Where a bidder offering a vessel not falling within the categories specified in para 21.3.4 gives an undertaking to convert such vessel to the categories specified in para 21.3.4 (a) or (b) prior to commencement of operations but later than the price bid opening, such vessel can be considered only 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."

9वीं मंजिल, 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

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 Govt.

To,

1. All stakeholders/All Charterers/Shippers/All Indian Shipping Companies, through the official website of the DGS, Govt.
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. Govt.
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.



भारत सरकार / GOVERNMENT OF INDIA
पत्तन, पोत परिवहन और जलमार्ग मंत्रालय
MINISTRY OF PORTS, SHIPPING AND WATERWAYS

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).

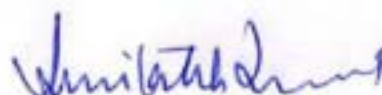
[Handwritten Signature]

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

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फ़ोन/Tel No.: +91-22-2575 2040/1/2/3 फैक्स/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


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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:

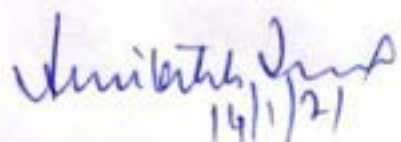
20.1.1. Tenders shall be open or global tender, for which a tender advertisement has been duly published in a national or international newspaper or commercial websites or website of the agency/organization/company floating the tender;

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.


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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 De1hi- 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.

**Government of India
Ministry of Ports, Shipping and Waterways
(S&R Section)**

Transport Bhawan, Parliament Street
New Delhi - 110001

No. SY-13017/4(2017-SBR, part3

Dated : 3rd September, 2021

NOTIFICATION

Subject : Implementation of "Public Procurement (Preference to Make in India) Order, 2017" regarding the items where there is sufficient local capacity and competition in shipbuilding components and where public procurement shall be done only from class-I local suppliers.

In pursuance of Department for Promotion of Industry and Internal Trade (DPIIT)'s Order No. P-45021/2/2017-PP(B.E.II) dated 15.08.2017, 24.05.2018 and 30.05.2019, this Ministry had issued a Gazette notification dated 05.05.2020 regarding implementation of "Public Procurement (Preference to Make in India) Order, 2017" regarding the items where there is sufficient local capacity in shipbuilding components and competition and where public procurement shall be done only from local suppliers.

2. Further DPIIT had issued a revised Public Procurement (Preference to Make in India) , Order, 2017 dated 04.01.2020 and subsequently on dated 16.08.2020, in furtherance of above - mentioned objective and in compliance of above mentioned order, the Ministry had also issued Notification dated October, 14/2020 for Minimum Local Content (MLC) in respect of Shipbuilding/Ship repairs. In light of above Orders, the Ministry's above Gazette notification dated 05.05.2020 for the items where there is sufficient local capacity in shipbuilding components and competition and where public procurement shall be done only from local suppliers, stands withdrawn.

3. In continuation of this Ministry's Notification dated 12.10.2020 and in terms of Para 2(a) of DPIIT's PPP M/I Order No. P-45021/2/2017-PP(B.E.II) dated 15.08.2020, the following items in shipbuilding are notified as items where there is sufficient local capacity and competition in shipbuilding and where public procurement is to be carried out, only from class-I local suppliers irrespective of purchase value:

- a. Rubber/Steel Fenders
- b. Cable installation Material (Gable Jack/Saddle/Hanger/Tray etc)
- c. Grating, Chequered Plates
- d. Hand tools

e. Cable Ties/Cable Hangers

f. Galvanised Sheet.

4. The list of probable class-I suppliers of above items is annexed. The list is only indicative in nature. There may be other class-I local suppliers also available in the market. Also, suppliers indicated in the list may offer products which do not offer MLC requirement for Class-I local supplier. As such procuring entities may follow all prescribed procurement procedure without relying on the annexed list.

5. This leaves with the approval of the Competent Authority.


(V. Thangaraj)

Under Secretary to Govt. of India

Ph. 011-23722252

Email: vthangaraj@nic.in

1. All Ministries/Department of Government of India
2. Secretary (Coordination), Cabinet Secretariat
3. PS to PM, Prime Minister's Office
4. Vice Chairman, NITI Aayog
5. Director General, Comptroller and Auditor General of India
6. Secretary, DPIIT, Chairman of Standing Committee for implementation of Public Procurement Order, 2017
7. Joint Secretary, DPIIT, Member Convener of Standing Committee for implementation of Public Procurement Order, 2017
8. Department of Expenditure
9. Director General of Shipping, Mumbai
10. Chairman, MVA
11. Chairman, DGL, Noida
12. Chairman of All Major Port Trusts
13. CMDs of SCL, ISIL, HOPF Ltd
14. MD IPA
15. Secretary/President, Shippers Association of India
16. CEO, INSA
17. Director (Works), Indian Port Rail & ropeway Corporation Ltd. (IPRCL)
18. Managing Director & Director (Projects), Sagarmala Development Company Limited

Copy also to: 1) PS to Secretary 2) PS to AS (S) 3) PS to all JS / Sr Economic Adviser/ Adviser 4) Quare File

Government of India
Ministry of Ports, Shipping and Waterways
(SBR Section)

Transport Bhawan, Parliament Street
New Delhi - 110001

No. SY-13017/4/2017-SBR, part3

Dated 17th September, 2021

NOTIFICATION

Sub: Implementation of "Public Procurement (Preference to Make in India) Order, 2017" with respect to the items, being manufactured in India under license from a foreign manufacturer holding intellectual property rights and where there is technology collaboration /transfer of technology agreement.

In pursuance of Department For Promotion of Industry And Internal Trade (DPIIT)'s Order No P- 45021/2/2017-PP(D C.II) dated 15.05.2017, 29.05.2019 and 29.05.2019, the Ministry had issued a gazette notification dated 05.05.2020 regarding implementation of "Public Procurement (Preference to Make in India) Order, 2017" with respect to the items, being manufactured in India under license from a foreign manufacturer holding intellectual property rights and where there is transfer to technology agreement.

2. Further DPIIT had issued a revised Public Procurement(Preference to Make in India) , Order 2017 dated 04.08.2020 and subsequently on dated 18.09.2020. In light of mentioned Order, this Ministry's had also issued a Notification for Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Shipbuilding / Ship repairs. In pursuance of above Orders, the ministry's Gazette notification dated 05.05.2020, for the items , being manufactured in India under license from foreign manufacturer holding intellectual property right and where there is transfer to technology agreement, stands withdrawn.

3. In continuation of this Ministry's notification dated 13.10.2020 and in terms of para 13 of DPIIT's Order No P- 45021/2/2017 PP(R F.II) dated 18.09.2020 , the following items are notified as shipbuilding items being manufactured / assembled in India under licence from / collaboration with a foreign manufacturer with clear phasing of increase in local content:

- a. Valves
- b. Engines
- c. Diesel generators
- d. Engine Auxiliaries such as service tanks & piping

- e. Switch Gear
- f. Gas Turbine Assembly, Testing
- g. Sewage Treatment Plant
- h. City Water Separator

4. The suppliers of these items are exempted from meeting the stipulated Local Content. The list of aforesaid suppliers will undergo regular review and the percentage of Local Content can be increased progressively over the years.

5. This issued with the approval of the Competent Authority.

(Vanlalthuom)

Under Secretary to Govt. of India

Ph: 011-23722252

Email: vtho,mg@nic.in

1. All Ministres/Department of Government of India
2. Secretary (Coordination), Cabinet Secretariat
3. PS to PM, Prime Minister's Office
4. Vice Chairman, NHAAyog
5. Director General, Comptroller and Auditor General of India
6. Secretary, DPH, Chairman of Standing Committee for implementation of Public Procurement Order, 2017
7. Joint Secretary, DPH, Member-Convenor of Standing Committee for Implementation of Public Procurement Order, 2017
8. Department of Expenditure
9. Director General of Shipping, Mumbai
10. Chairman, MAF
11. Chairman, DGLI, Kolkata
12. Chairman of All Major Port Trusts
13. CMDs of BCI, CSI, HDBF Ltd
14. MD IPA
15. Secretary/President, Shipyards Association of India
16. CEO, IRSA
17. Director (Mores), Indian Port Rail & Ropeway Corporation Ltd. (IPRCL)
18. Managing Director & Director (Projects), Sagamaa Development Company Limited

Copy also to: 1) PS to Secretary 2) PS to NS (S) 3) PS to all JS / Sr Economic Advisor/ Adviser 4) Guard File

File No: P-20028/19/2018-PAPER
Government of India
Ministry of Commerce & Industry
Department for Promotion of Industry & Internal Trade
(Paper Section)

Udyog Bhawan, New Delhi
Dated: 04 February 2021

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017-Notifying Paper in furtherance of the Order.

The Government of India has issued Public Procurement (Preference to Make in India), Order 2017 vide the Department for Promotion of Industry & Internal Trade (DPIIT) Notification no. P-45021/2/2017-B.E.-II dated 15.06.2017 (as amended on 16/09/2020) to encourage 'Make in India' and to promote manufacturing and production of goods and services in India with a view to enhancing income and employment.

2. In reference to clause 3(a) of Public Procurement (Preference to Make in India), Order 2017 (as amended on 16/09/2020), it is hereby notified that there exists sufficient local capacity and local competition in respect of following types of paper and only Class-I Local Suppliers shall be eligible to bid for all public procurement irrespective of purchase value:

S.No.	Type of Paper	Relevant BIS Standard	Minimum Local Content for Class-I Supplier (%)
1	Writing & Printing Paper (WPP),	IS 1848: 2018	80
2	Copier paper (cut size)	IS 14490:2018	75
3	Art Paper	IS 4658:2019	50
4	Art Card	IS 4658:2019	50
5	Kraft Paper	IS 1397:2020	60
6	Newsprint	IS 11688:2016	50
7	Security Paper (MICR, Check Paper)	IS:11087:2016	70

3. This Order shall come into effect immediately.
4. DPIIT shall be the Nodal Ministry to monitor the implementation of Order on Paper.


(Anil Agrawal)
Joint Secretary to Government of India
Tele: 23063838

Copy to:

1. All Ministries/Departments of Government of India
2. Cabinet Secretariat
3. Prime Minister Office
4. NITI Aayog, New Delhi
5. Joint Secretary(DPIIT), Member-Convenor of Standing Committee of Public Procurement(Preference to Make in India), Order,2017
6. Comptroller and Auditor General of India
7. AS & FA , Department for Promotion of Industry & Internal Trade
8. Internal Distribution


(Anil Agrawal)

Joint Secretary to Government of India
Tele: 23063838

No. P-45021/2/2017-B.E.-II
Government of India
Ministry of Commerce and Industry
Department of Industrial Policy and Promotion

Dated 15th June, 2017
Udyog Bhawan, New Delhi

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued :

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Local supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries / Departments in pursuance of this order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services.

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'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

3. **Requirement of Purchase Preference:** Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:
- a. In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply.
 - b. In the procurements of goods which are not covered by paragraph 3a and which are divisible in nature, the following procedure shall be followed:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
 - c. In procurements of goods not covered by sub-paragraph 3a and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
 - ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
 - iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

.....Contd. p.3/-

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20% .
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
 - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
 - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
 - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
 - g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the

duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.

- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local suppliers who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
- d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.
- e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

11. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
12. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
14. **Powers to grant exemption and to reduce minimum local content:** Ministries /Departments of Government of India and the Boards of Directors of Government companies or autonomous bodies may, by written order,
 - a. reduce the minimum local content below the prescribed level;
 - b. reduce the margin of purchase preference below 20% ;
 - c. exempt any particular item or procuring or supplying entities or class or classes of items or procuring or supplying entities from the operation of this Order or any part of the Order.A copy of every such order shall be marked to the Member-Convenor of the Standing Committee constituted under this Order.
15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing committee is hereby constituted with the following membership:
 - Secretary, Department of Industrial Policy and Promotion—Chairman
 - Secretary, Commerce—Member
 - Secretary, Ministry of Electronics and Information Technology—Member
 - Joint Secretary (Public Procurement), Department of Expenditure—Member
 - Joint Secretary (DIPP)—Member-ConvenorThe Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary but not less than once in six months. The Committee
- shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
 - shall annually assess and periodically monitor compliance with this Order
 - shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
 - may require furnishing of details or returns regarding compliance with this Order and related matters
 - may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
 - may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
 - may consider any other issue relating to this Order which may arise.
18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(B. S. Nayak)

Under Secretary to Government of India
Ph. 23061257

No. - 45021/2/2017-PP (RF-II)
Government of India
Ministry of Commerce and Industry
Department of Industrial Policy and Promotion
(Public Procurement Section)
1111

Dated 29th May, 2018
Udyog Bhawan, New Delhi

To
All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017 - Revision; regarding

Department of Industrial Policy and Promotion, in partial modification of Order No.P-45021/2/2017-B.E.-I dated 16.6.2017, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued :

1. This Order is issued pursuant to Rule 153 (1) of the General Financial Rules 2017
2. **Definitions:** For the purposes of this Order:

"Local content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.

"Local supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Minister / Departments in pursuance of the order.

"LT" means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

"Margin of purchase preference" means the maximum extent to which the price quoted by a local supplier may be above the LT for the purpose of purchase preference.

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'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 120 of GFR- 2017, and will also include 'turnkey works'.

3. Requirement of Purchase Preference :- Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:

8. "In procurement of goods, services or works in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods or services or works is more than Rs. 50 lakhs, the provisions of sub-paragraph h or e, as the case may be, shall apply";

9. "In the procurements of goods or works which are not covered by paragraph 3a. And which are divisible in nature the following procedure shall be followed":

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder,

10. "In procurements of goods or works not covered by sub-paragraph 3a and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed :-

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.

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- i. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
 - ii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakh shall be exempt from this Order. However, it shall be ensured by procuring entities that exemption is not only for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The minimum local content shall ordinarily be 50%. The procuring authority may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specifications in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM), shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The local supplier at the time of tender, bidding or contract or shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the localisation at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on compliance relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related compliance relating to the procuring entity.

- d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints.
 - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
 - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(ii) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 181 (ii) of the General Financial Rules along with such other actions as may be permissible under law.
 - g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities in the manner prescribed under paragraph 9h below.
 - h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Secretary of the Standing Committee and the Department of Expenditure through the concerned Ministry/Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on websites;
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the websites in the such a manner that ongoing procurements are not disrupted.
10. Specifications in Tenders and other procurement solicitations:
- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
 - b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local suppliers who would otherwise be eligible beyond what is essential for ensuring quality or creditworthiness of the supplier.
 - c. Procuring entities shall within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub paragraphs 'a' and 'b' above.
 - d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.

...Contd. p/c

- * For the purpose of sub-paragraph 13 a above, a supplier or entity shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

11. **Assessment of supply base by Nodal Minister:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
12. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
13. **Manufacture under licensee/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear envisage of increase in local content.
14. **Powers to grant exemption and to reduce minimum local content:** Ministries / Departments of Government of India and the Boards of Directors of Government companies or autonomous bodies may, by written order,
- a. reduce the minimum local content below the prescribed level;
 - b. reduce the margin of purchase preference below 20% ;
 - c. exempt any particular item or procuring or supplying entities or class or classes of items or procuring or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be marked to the Member-Convenor of the Standing Committee constituted under this Order.

15. **Directions to Government companies.** In respect of Government companies and other producing entities not governed by the General Financial Rules, the Administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department of Industrial Policy and Promotion—Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member
Joint Secretary (Public Procurement), Department of Expenditure—Member
Joint Secretary (DIPP) — Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in regard of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary but not less than once in six months. The Committee

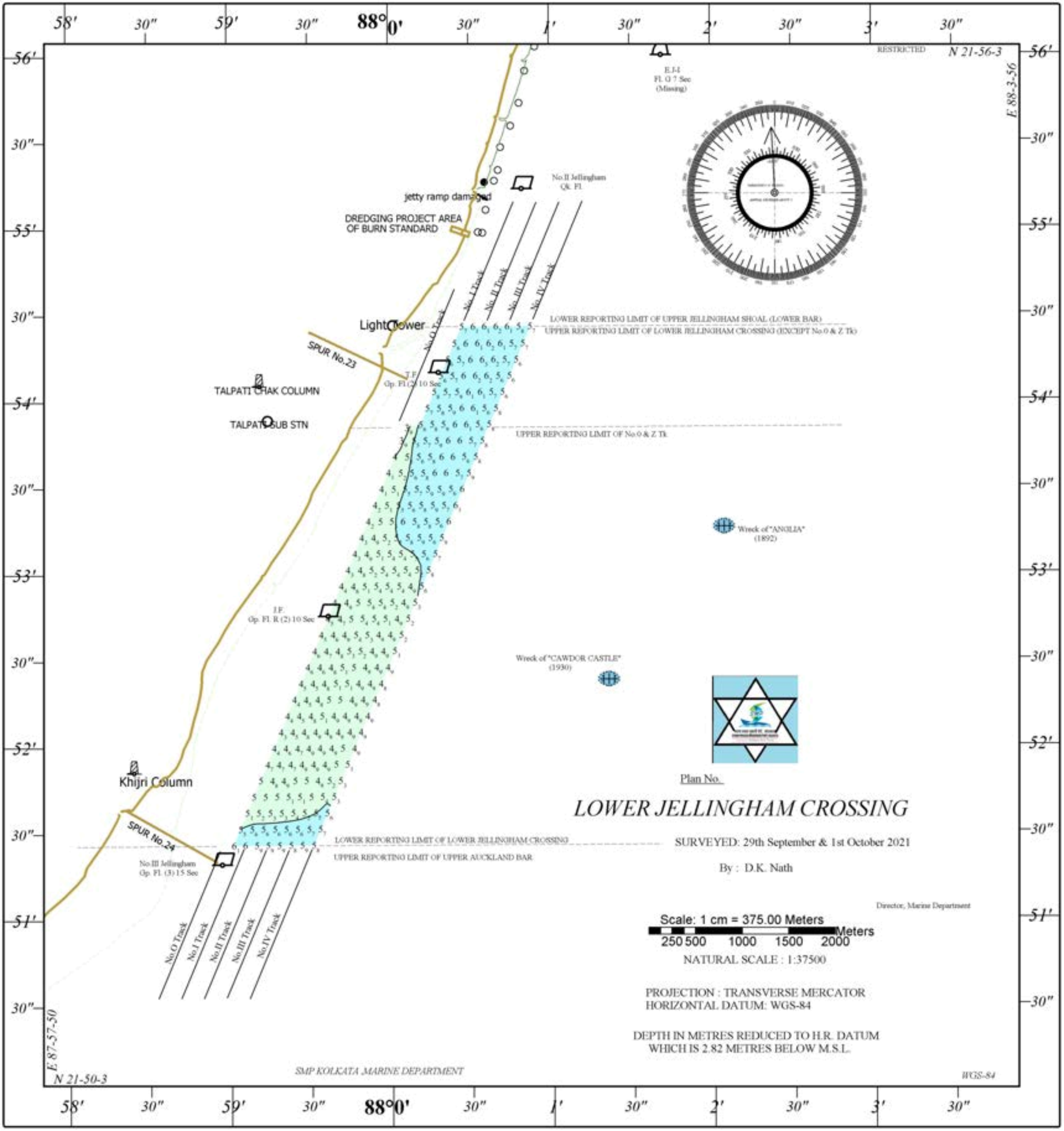
- a. shall oversee the implementation of the order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order
- c. shall identify Nodal Ministries and the allocation of items among them for ease of notifications on minimum local content.
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, escalation or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under licensed technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- g. may consider any other issue relating to this Order which may arise.

18. **Removal of difficulties:** Ministries/Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of the Order.

19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to the Order, within two months of the issue of this Order.

20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement evaluation has been issued before the issue of this Order.


(R. S. Nayak)
Under Secretary to Government of India
Pt. 2306/201





Plan No.

LOWER EDEN BAR

Surveyed: 22nd & 23rd November, 2020

By: J. Mukherjee & R.K. Roy

Director, Marine Department

Natural Scale 1:37500

Scale: 1 cm = 375.00 Meters
250 500 1000 1500 2000 Meters

Projection : Transverse Mercator
Spheroid : WGS 84
Depths in Metres reduced to 2.82 mtrs. below M.S.L.



Lower Eden - VI
Fl. (2) 10s.
(Missing)

Lower Eden - IV
Fl. R. (2) 10s.

Lower Eden - II
Fl. (3) 15s.
(Missing)

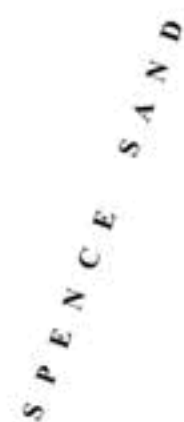
Lower Eastern Eden
Q.R. Fl.

Lower Eden - V
Fl. 7s.

Western Channel - I
Fl. G. 7s.
(Missing)

MARINE DEPARTMENT, SMP, KOLKATA


WGS 1984



LOWER EDEN
Op FR3: 15 Se
(Missing)

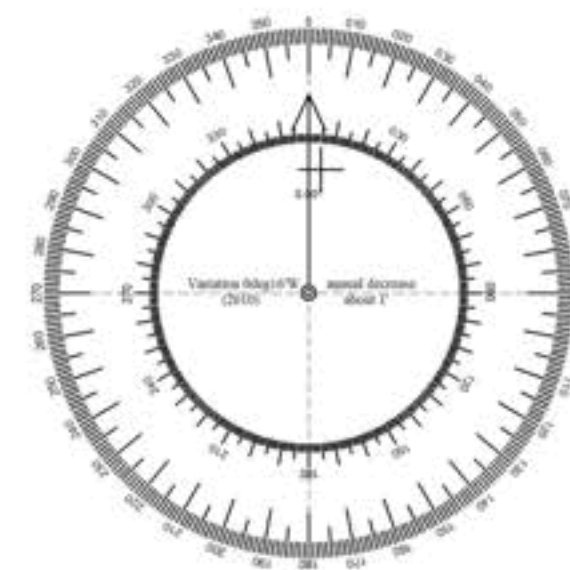


LOWER RING
(Q6.71)

LOWER EDEN-IV
Cp PLR (2) 10 Sec 

WP-6

LOWER ELEN-III
Fl. G. 7 Sec
(Missouri)



PLAN NO.

LOWER EDEN DUMPING GROUND

SURVEYED : 11th & 12th February, 2021

By : D.K.Nath & A.S.Nandy

Scale: 1 cm = 375.00 Meters

250 500 1000 1500 2000 Meters

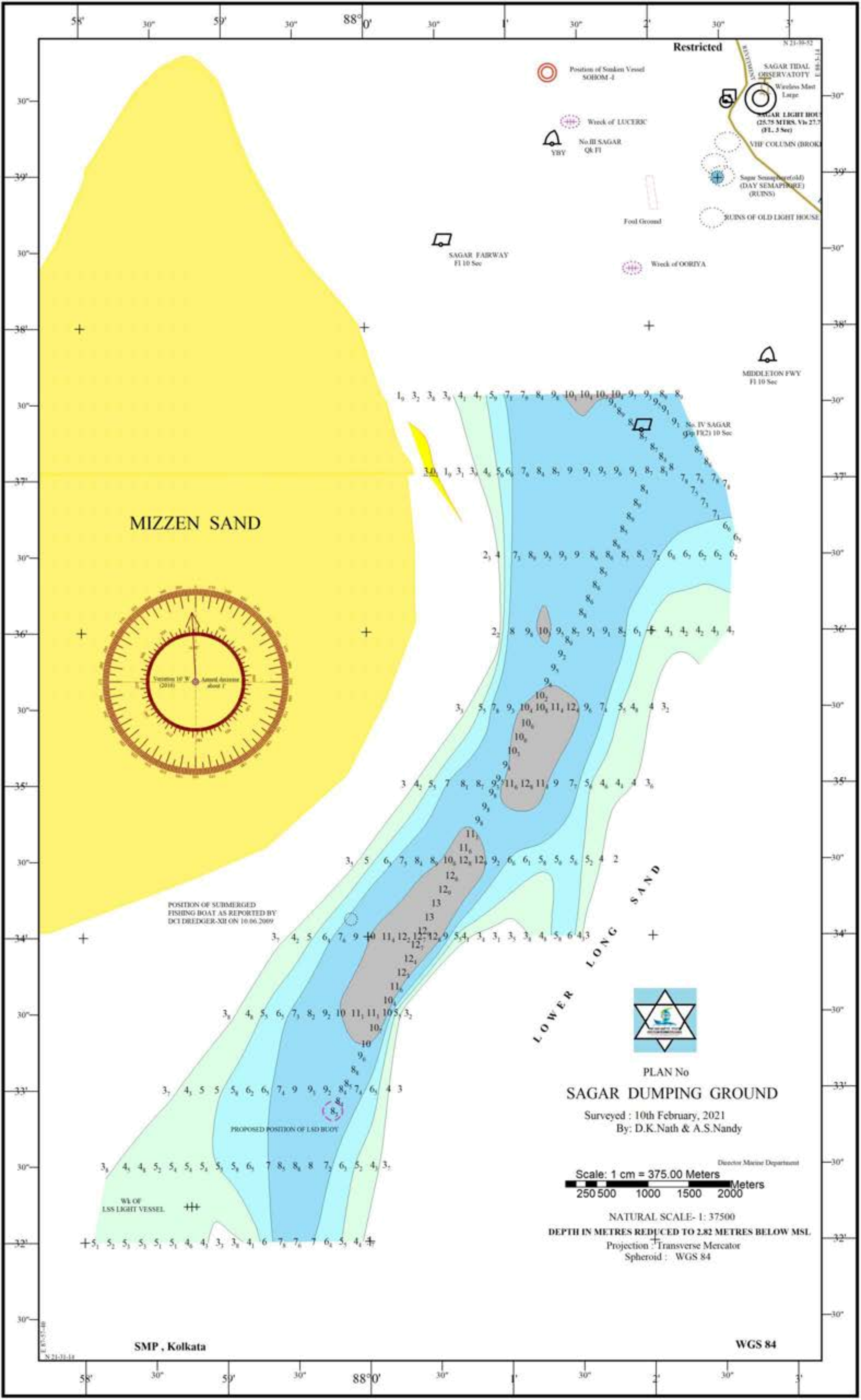
Natural Scale 1: 37500

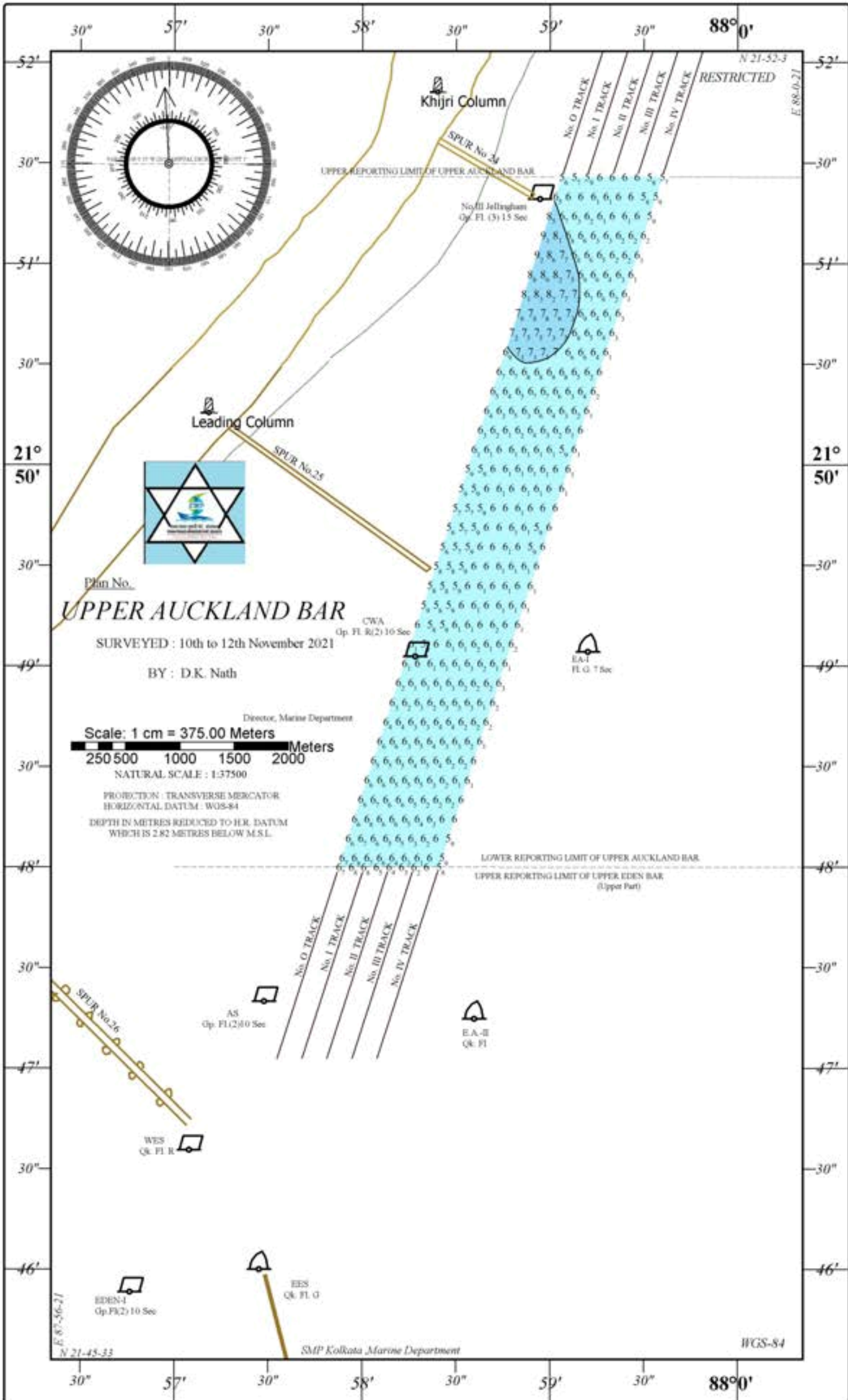
Projection : Transverse Mercator
Spheroid : WGS 84
Depths in Metres reduced to 2.82 mtrs. below M.S.L.

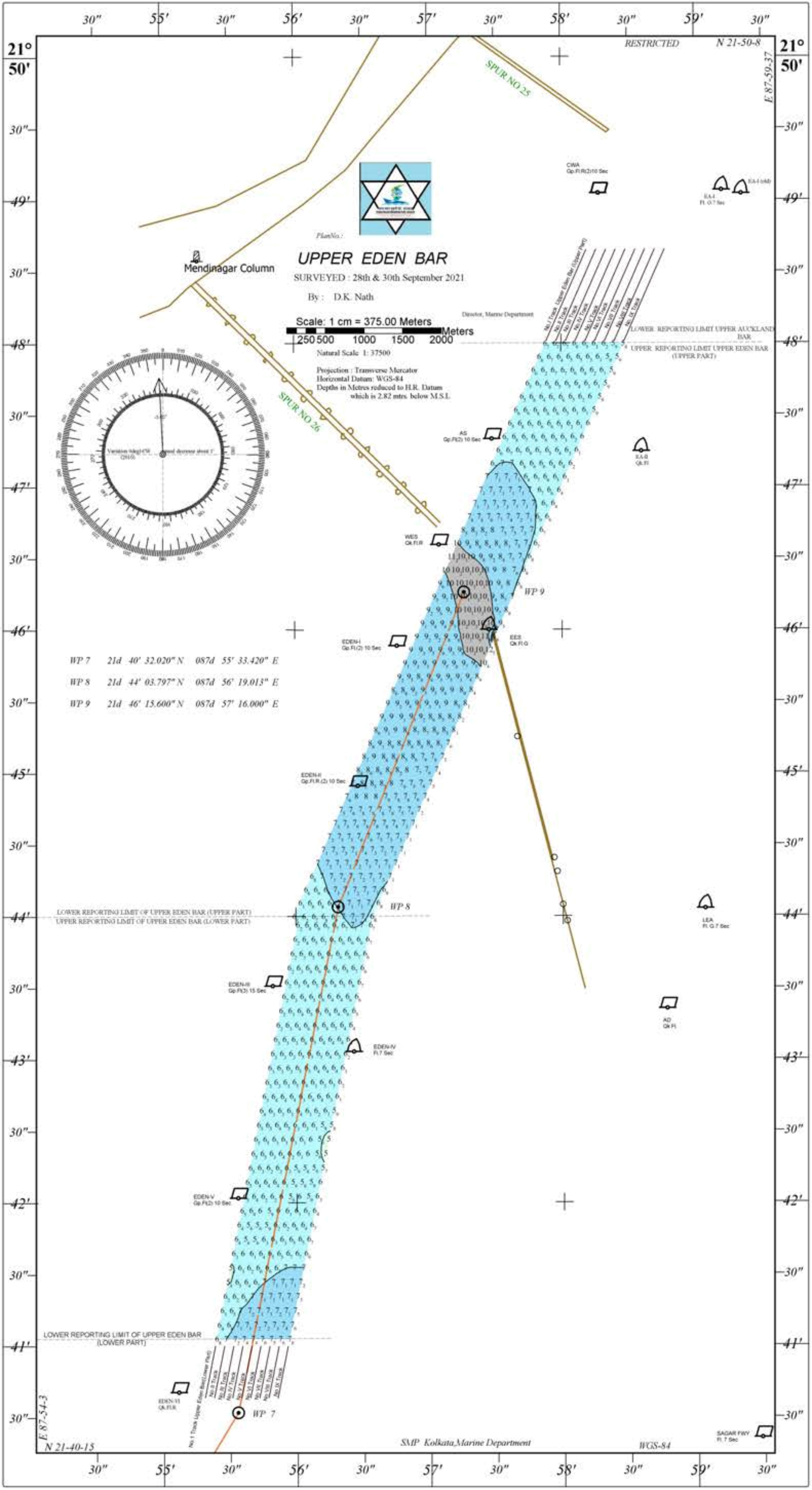
+

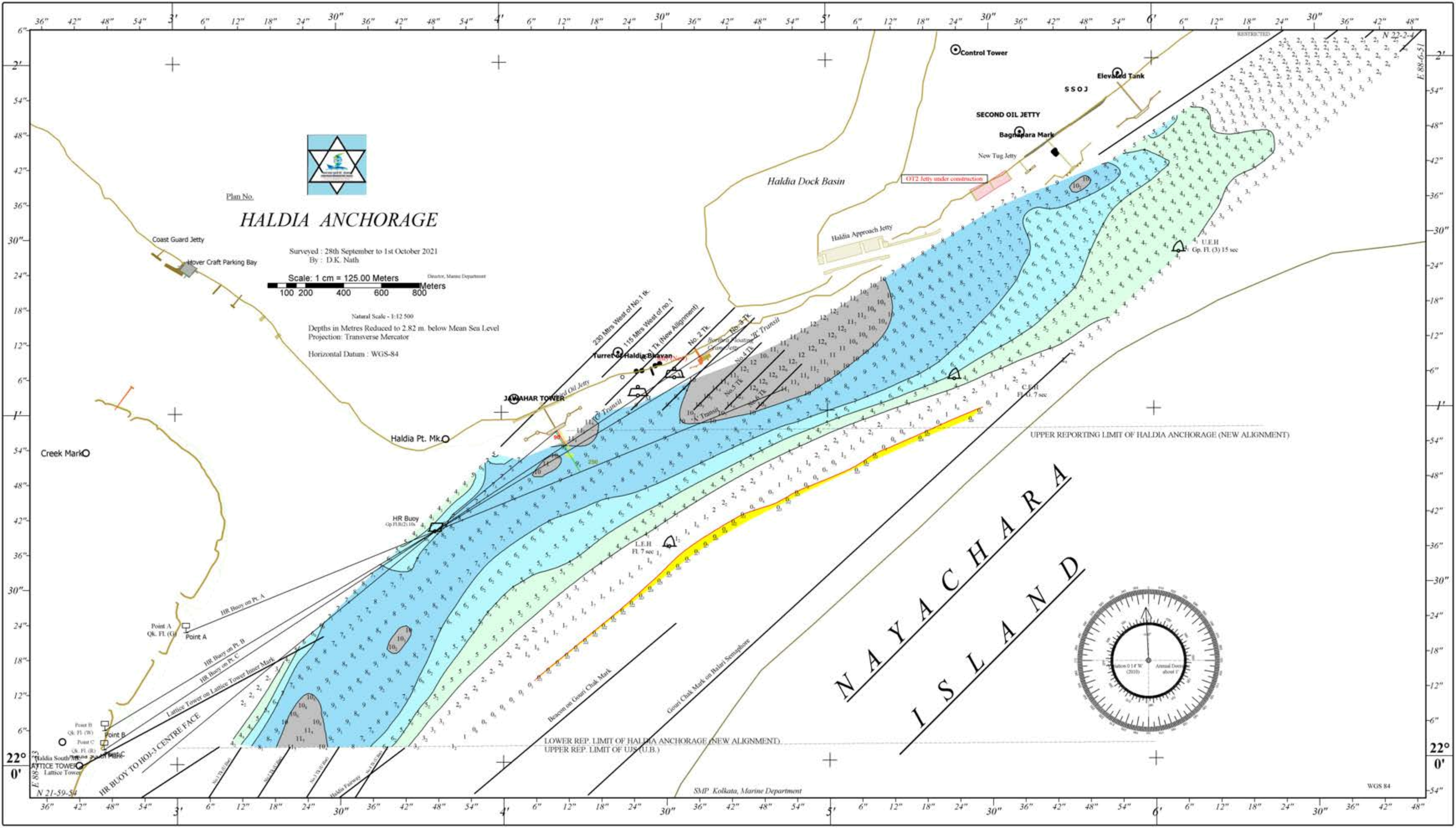
SMP , KOLKATA

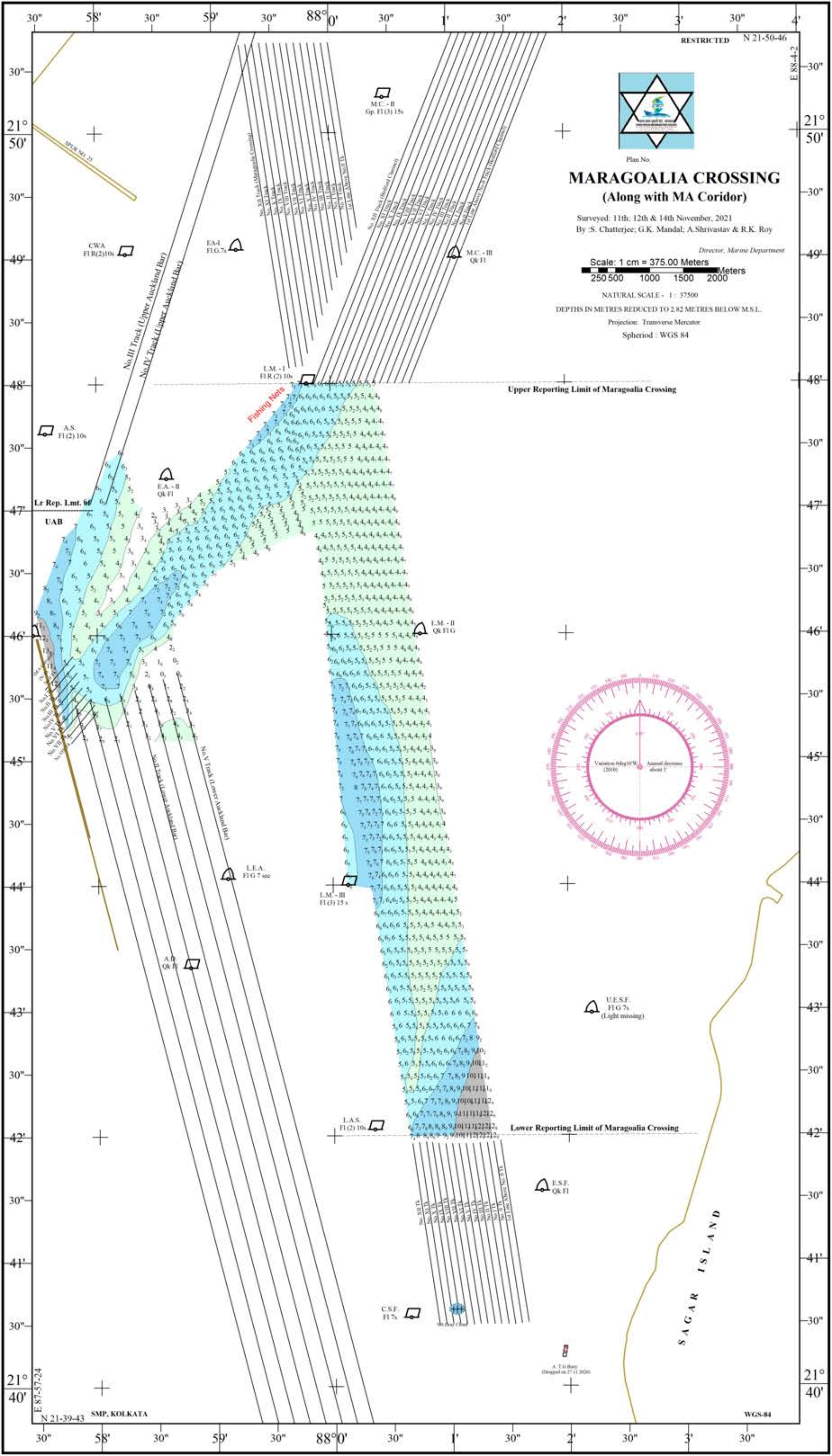
WGS 1984

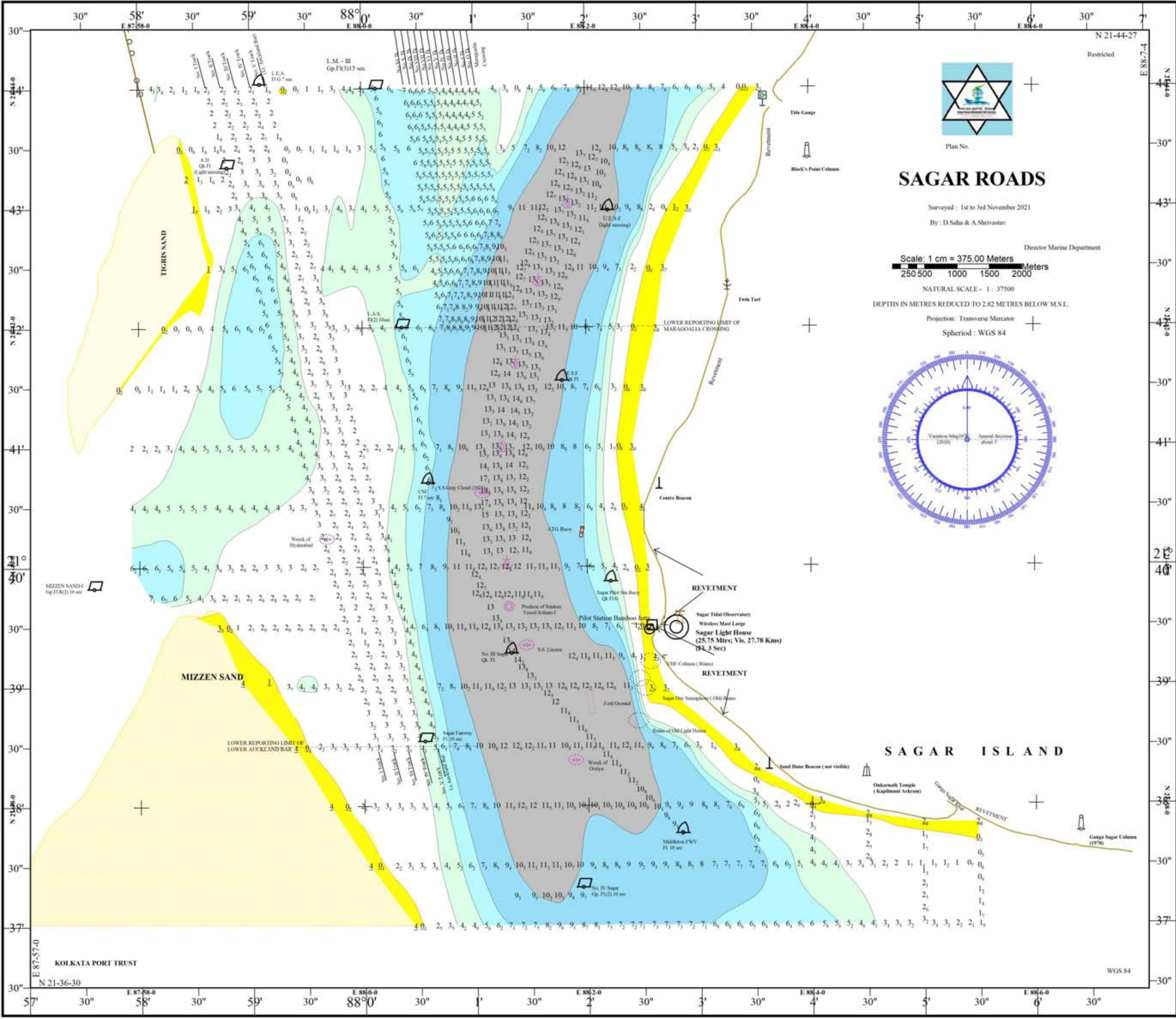


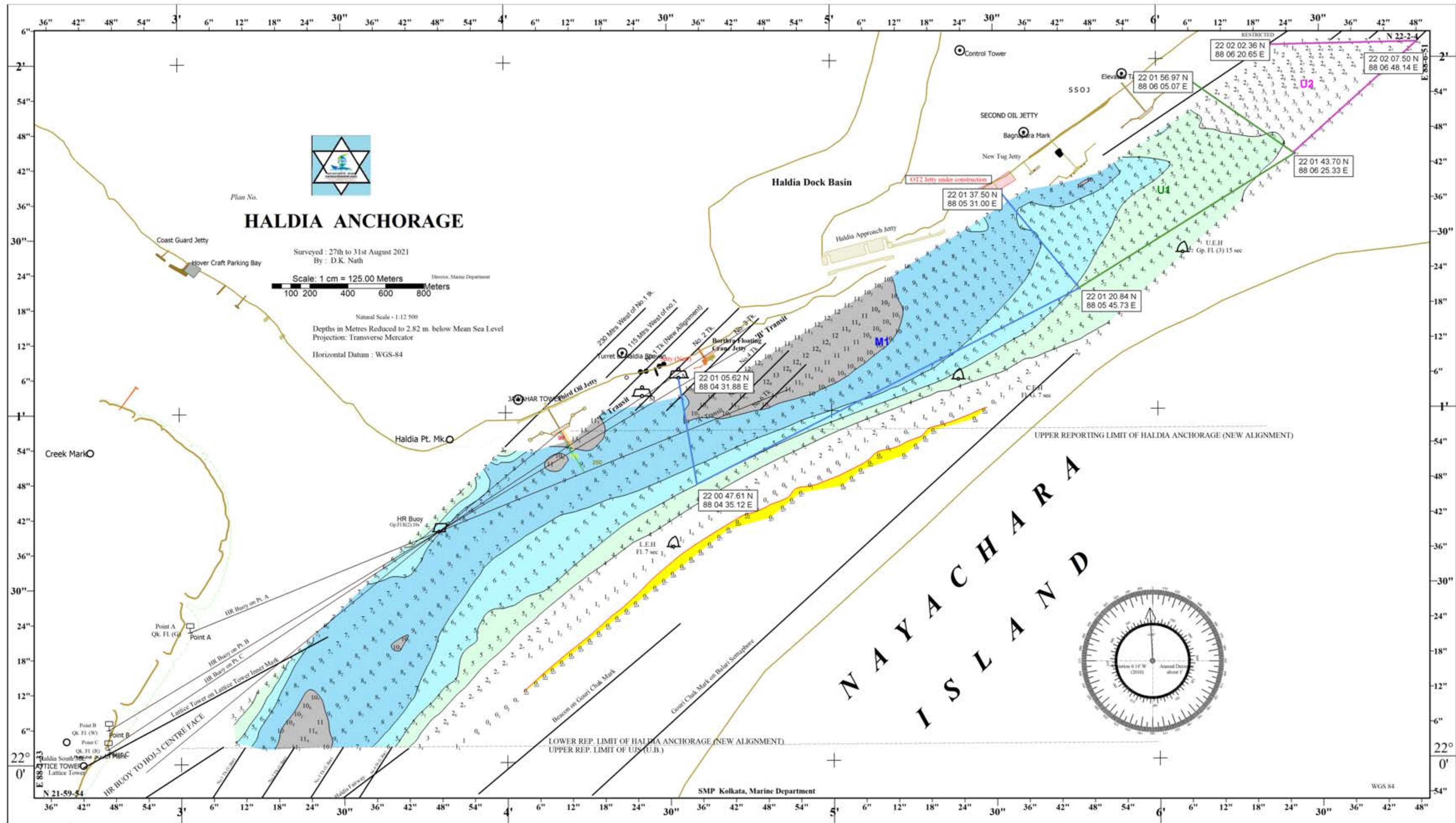














PLAN NO : Hyd/NP/20/21

BALARI SEMAPHORE TO BALARI TOWER

SURVEYED : June, 2021 To July, 2021

BY : S.Bhowas & K.K. Gargal

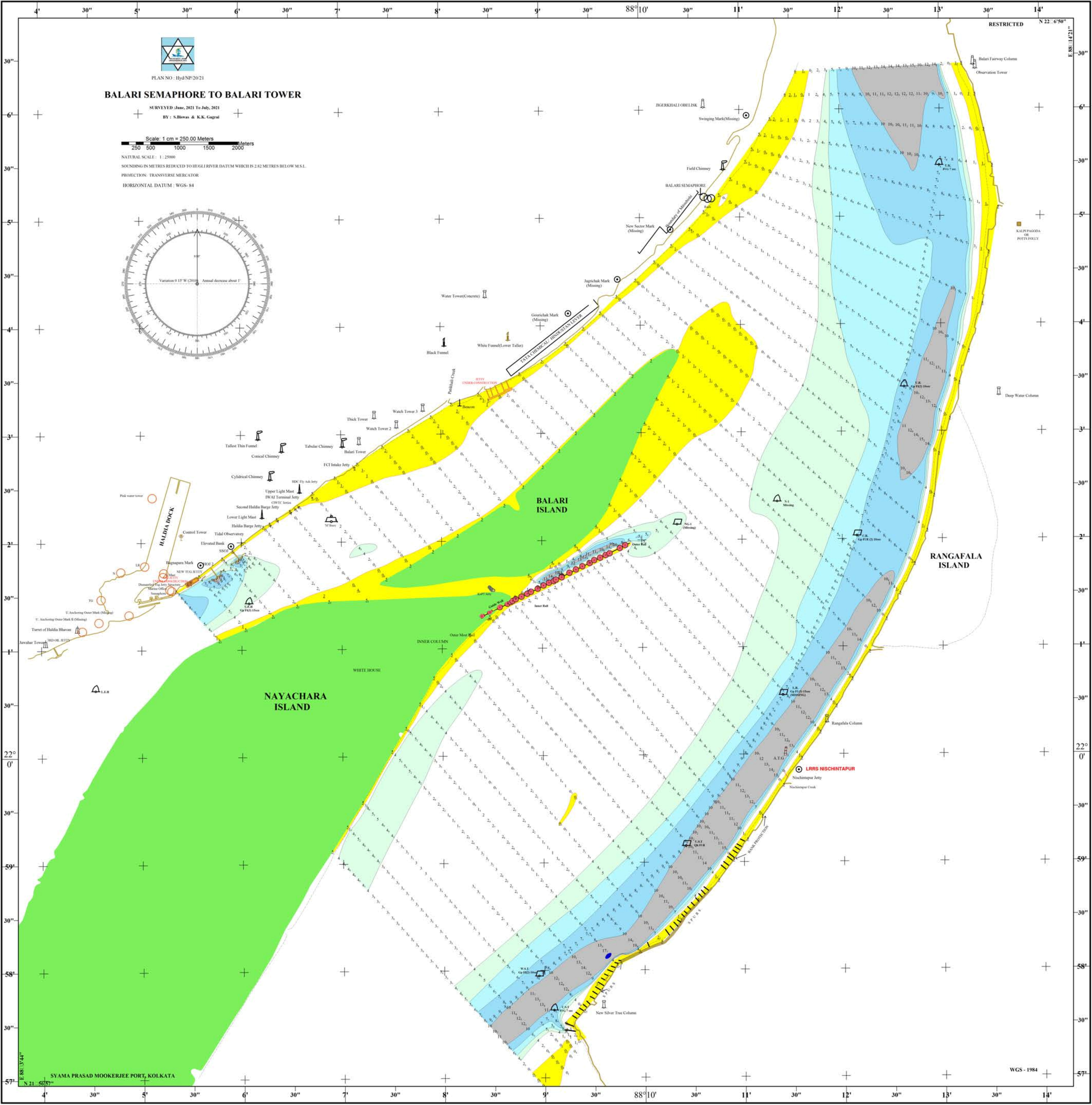
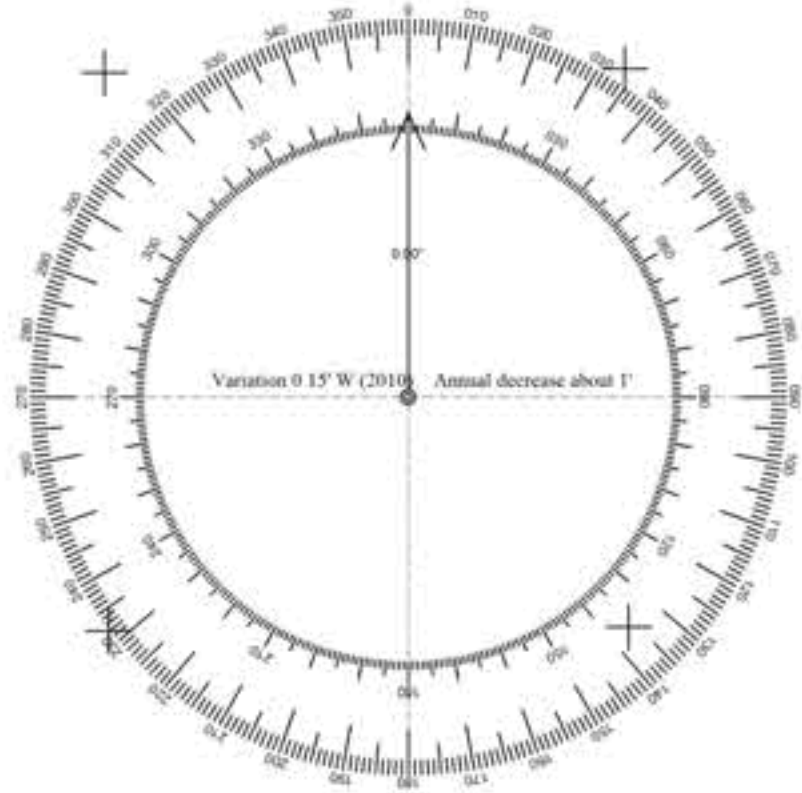
Scale: 1 cm = 250.00 Meters
250 500 1000 1500 2000 Meters

NATURAL SCALE: 1 : 25000

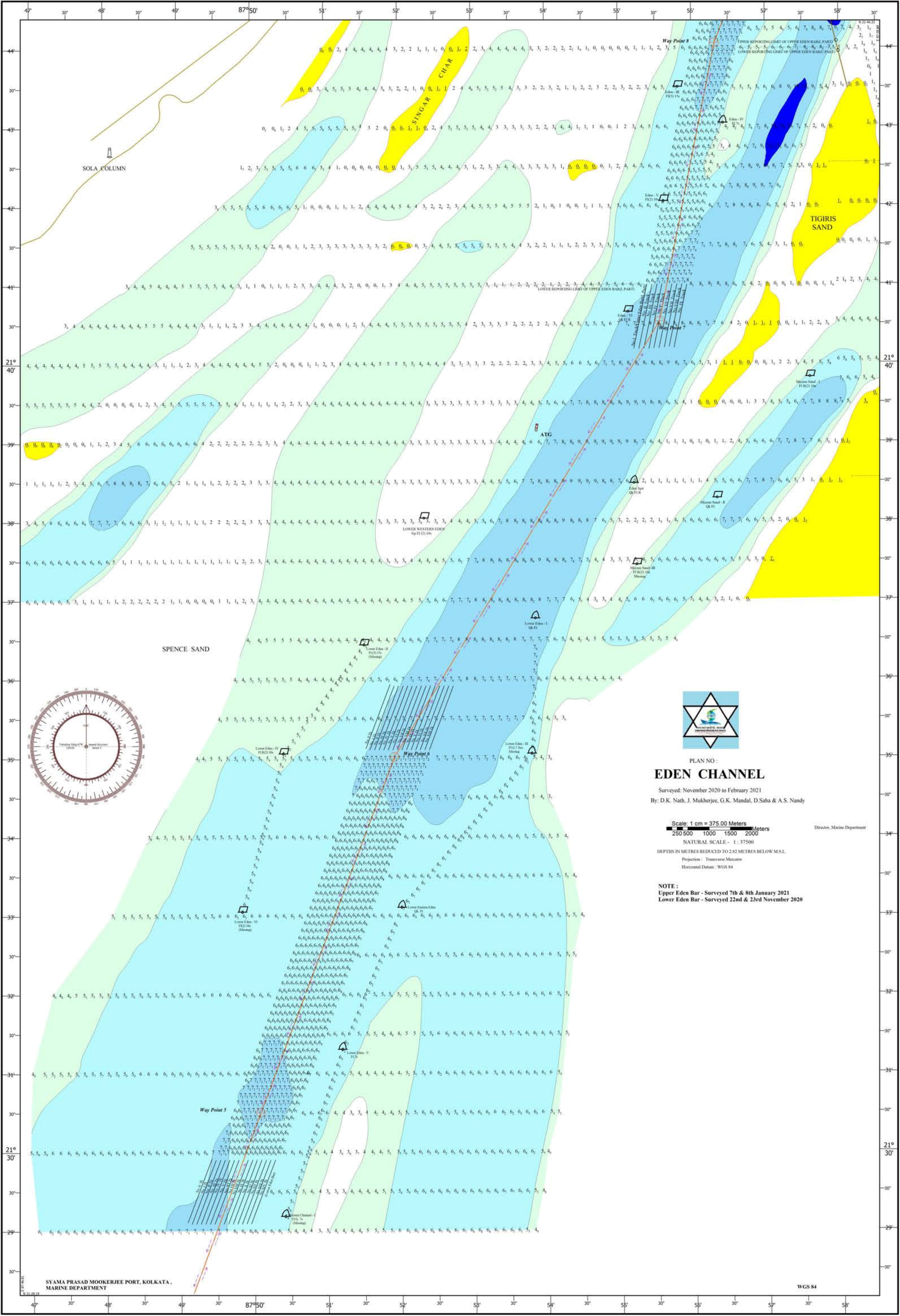
SOUNDING IN METRES REDUCED TO HUGLI RIVER DATUM WHICH IS 2.82 METRES BELOW M.S.L.

PROJECTION: TRANSVERSE MERCATOR

HORIZONTAL DATUM: WGS-84



WGS - 1984



BEDFORD SAND TO MIZZEN SAND

Surveyed: November, 2020 to January, 2021
By : D.Saha & R.K. Roy

Scale: 1 cm = 375.00 Meters
500 1000 1500 2000

NATURAL SCALE: 1 : 37500

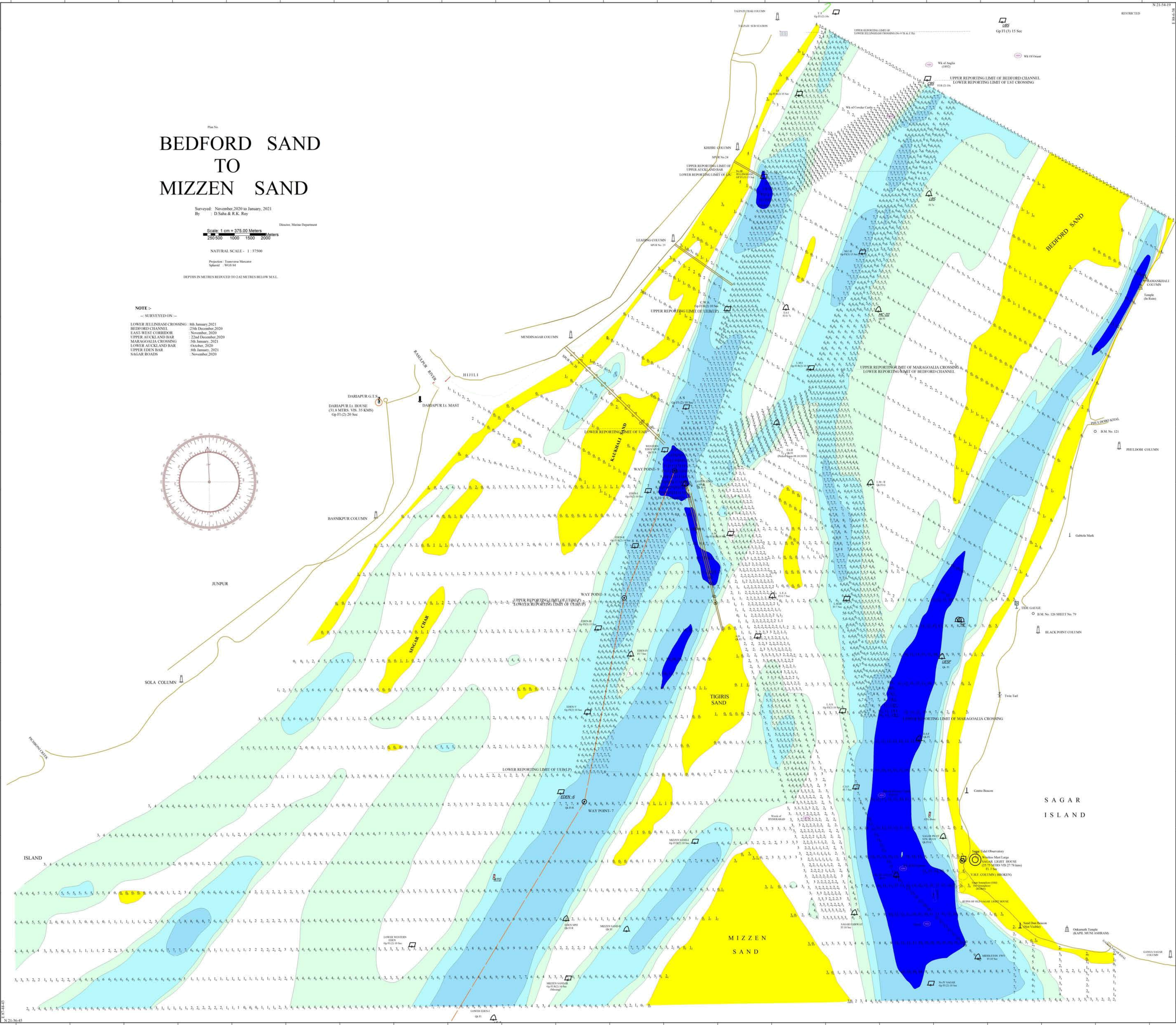
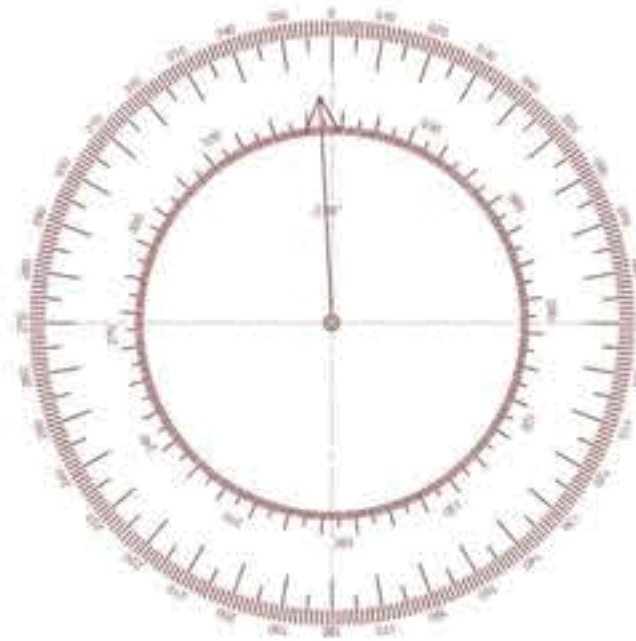
Projection: Transverse Mercator
Spheroid : WGS 84

DEPTHS IN METRES REDUCED TO 2.82 METRES BELOW M.S.L.

NOTE :-

-- SURVEYED ON --


LOWER JELLIHAM CROSSING : 8th January, 2021
BEDFORD CHANNEL : 25th December, 2020
EAST-WEST CORRIDOR : November, 2020
UPPER AUCKLAND BAR : 22nd December, 2020
MARAGAOIA CROSSING : 5th January, 2021
LOWER AUCKLAND BAR : October, 2020
UPPER EDEN BAR : 8th January, 2021
SAGAR ROADS : November, 2020





Surveyed : December 2020 to January 2021
By : S.Biswas, S.Chatterjee ,G.K.Mandal ,K.Ganguly & D.S.Dalai

Scale: 1 cm = 250.00 Meters



250 500 1000 1500 2000 Meters

NATURAL SCALE: 1: 25000

Note :

Haldia Anchorage: Surveyed - 7th January 2021
Upper Jellingham Shoal: Surveyed - 9th January 2021
Lower Silver Tree Crossing (Upper Bar): Surveyed - 5th January 2021
Lower Jellingham Crossing: Surveyed - 8th January 2021



GHORAMARA ISLAND

SAGAR ISLAND