



श्यामा प्रसाद मुखर्जी पत्तन, कोलकाता
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
हल्दिया गोदी परिसर
HALDIA DOCK COMPLEX

आई एंड सी एफ डिवीजन
I&CF DIVISION
BIDDING DOCUMENTS
(e-Tender)
[Tender No.: I&CF/IZ&R/T/405]

FOR

SETTING UP OF A FLOATING PIPELINE
HANDLING SYSTEM FOR UNLOADING OF BULK
EDIBLE OILS (CRUDE / REFINED) AT HALDIA
DOCK COMPLEX, HALDIA

December, 2023

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1. SCHEDULE OF TENDER (SOT)

E-Tender under single stage two part system (Techno-Commercial Bid and Price Bid) are invited from reliable, bonafide & experienced agency with required experience as per Prequalification criteria stipulated in Tender Document for **“SETTING UP OF A FLOATING PIPELINE HANDLING SYSTEM FOR UNLOADING OF BULK EDIBLE OILS (CRUDE / REFINED) AT HALDIA DOCK COMPLEX, HALDIA”** as per Bill Of Quantities to Haldia Dock Complex. Bid Document may be seen from the RailTel Portal (<https://kopt.enivida.in>). Corrigenda or clarifications, if any, shall be hosted on the above-mentioned website only. The tender is also published on SMP, Kolkata website (<https://smpportkolkata.shipping.gov.in>).

a. E-TENDER NO.	I&CF/IZ&R/T/405
b. MODE OF TENDER	e-Procurement System (Online through RailTel Portal (https://kopt.enivida.in)). The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender is acceptable by Haldia Dock Complex, Haldia.
c. Date of NIT available to parties to download	01.12.2023 to 26.12.2023
d. Bid Document fee.	Rs. 5,900.00 (Rupees Five Thousand Nine Hundred Only) including 18% GST.
e. Earnest Money	Rs. 90,000.00 (Rupees Ninety Thousand and Paise Zero only).
f. Transaction Fee for bidding in RailTel Portal	Rs. 8,850.00 (Rupees Eight Thousand Eight Hundred Fifty only).
g. Last date of submission of Bid Document fee	26.12.2023 upto 15.00 Hrs.
h. Date of Pre-Bid Meeting	08.12.2023
i. Date of starting of online e-tender for submission of Techno-Commercial Bid & Price Bid.	01.12.2023
j. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	26.12.2023 (Up to 3:00 P.M.)
k. Date & time of opening of the subject tender	26.12.2023 (After 3:30 P.M.)

2. SHORT TENDER NOTICE

E-Tender under single stage two part system (Techno-Commercial Bid and Price Bid) are invited as per Prequalification criteria stipulated in Tender Document for the following work at Haldia Dock Complex.

➤ Name of work	:	SETTING UP OF A FLOATING PIPELINE HANDLING SYSTEM FOR UNLOADING OF BULK EDIBLE OILS (CRUDE / REFINED) AT HALDIA DOCK COMPLEX, HALDIA.
➤ E-Tender No	:	I&CF/IZ&R/T/405
➤ Date and Time for pre-bid meeting & site visit	:	Pre-bid Meeting on 08.12.2023 at 12.00 hours at the office of General Manager (Engineering), HDC, at Jawahar Tower followed by site visit.
➤ Last date of submission of e-tender	:	26.12.2023 Submission Up to 15:00 hrs.

Details of the Tender & Tender Documents are available in website (www.kolkataporttrust.gov.in) and have to participate in bidding process through their website <https://kopt.enivida.in> only. Interested bidders may contact at pkmani.hdc@kolkataporttrust.gov.in.

3. NOTICE INVITING TENDER

WORK TITLE: SETTING UP OF A FLOATING PIPELINE HANDLING SYSTEM FOR UNLOADING OF BULK EDIBLE OILS (CRUDE / REFINED) AT HALDIA DOCK COMPLEX, HALDIA.

3.1 E -TENDER NO: I&CF/IZ&R/T/405

E-Tender under single stage two part system (Techno-Commercial Bid and Price Bid) are invited from resourceful, experienced and bonafide agencies with sound technical and financial capabilities on fulfilling the following Pre-qualification Criteria;

3.2 PRE-QUALIFICATION CRITERIA FOR BIDDERS:

3.2.1 ELIGIBILITY CRITERIA:

(a) Intending Tenderer(s) as a Single Entity is eligible to participate in the tender. Further, the Tenderer may be either of a natural person, private entity, government owned entity / undertaking. No consortium shall be allowed for this tender. The term "Tenderer" would apply to a Single Entity.

(b) Importers / Exporters / Terminal operators / Liquid Cargo Pipeline operators / Engineering firms may participate in this tender.

3.2.2 FINANCIAL CRITERIA:

(a) Average Annual Financial Turnover during the last three years, ending on **31-03-2023**, should be at least Rs. 44 lakhs.

(b) The net worth of the tenderer at the last financial year ending on **31-03-2023**, should be at least Rs. 11 lakh.

3.2.3 ESSENTIAL EXPERIENCE CRITERIA:

a) For Importers / Exporters:

The tenderer shall have imported / exported / imported & exported at least 1 lakh Tonnes of liquid bulk cargo through one or more Marine Port Terminal(s) in any single year over a period of last 3 financial years ending on 31/03/2023 OR have imported / exported / imported & exported cumulative volume of 2 lakh Tonnes of liquid bulk cargo at one or more Marine Port Terminal(s) over a period of last 3 financial years ending on 31/03/2023.

b) For Terminal Operators / Liquid Cargo Pipeline Operators:

The tenderer must have experience of handling at least 1 lakh Tonnes of liquid bulk cargo to / from vessels at one or more Marine Port Terminal(s) in any single year over a period of last 3 financial years ending on 31/03/2023 OR having experience of handling cumulative volume of 2 lakh Tonnes of liquid bulk cargo to/from vessels at one or more Marine Port Terminal(s) over a period of last 3 financial years ending on 31/03/2023.

Note:

Details of the eligible cargo handling experience in respect of 3.2.1 above during a period of last 3 financial years supported by certificates from the Agencies / Authorities concerned where / on behalf of whom such experience had been gathered (strictly in a marine port terminal) during the period under consideration shall have to be submitted by the tenderer along with the techno-commercial bid as proof of credentials.

c) For Engineering Firms:

The tenderer shall have executed as a main contractor under a single contract in the last 7 years reckoned from date of issue of bid document, at least one pipeline project involving construction, installation, testing and successfully commissioning of laying of pipeline of at least 6" diameter (on- shore / off-shore) and length at least 500 mtr. along with associated works including pigging arrangement for handling different liquid cargo from / to Marine Port Terminals, Refineries/Depots, etc. involving a total capital cost of at least Rs 45 lakhs.

Note 1: Work experience, as a sub-contractor shall not be considered as the requisite qualification.

Note 2: Details of the eligible experience along with Work Orders / LOAs and Completion Certificates from the Agencies / Authorities concerned where / on behalf of whom such experience has been gathered during the period under consideration shall have to be submitted by the tenderer as proof of credentials.

TENDER AUTHORITY

General Manager (Engg.), Haldia Dock Complex, Jawahar Tower Annex. Building (2nd Floor), Haldia Township, Haldia, Dist: Purba Medinipur State: west Bengal, India, Pin- 721607, Tele-Fax: +91 3224-263255.

Due Date	26.12.2023	Time	Upto 15:00 hrs.	Date of Opening of Tender	26.12.2023	Time	15:30 hrs. onwards
Bid document will be available on website (https://smpportkolkata.shipping.gov.in) Bidders will have to participate in bidding process through website https://kopt.enivida.in only.							
Cost of Tender document (Non-refundable)	Rs. 5,900.00 (Rupees Five Thousand Nine Hundred Only) including 18% GST.						
Earnest Money Deposit	Rs. 90,000.00 (Rupees Ninety Thousand and Paise Zero only).						
Time of Completion	About 3 (Three) years i.e. upto 29.09.2026.						
Transaction Fee for bidding in RailTel	Rs. 8,850.00 (Rupees Eight Thousand Eight Hundred Fifty and Paise Zero only).						

3.3 OTHER INSTRUCTIONS:

3.3.1 E-Tenderers are invited on two Cover basis (Techno Commercial Part & Price Part) from resourceful, experienced and bonafide bidders with sound technical and financial capabilities for the above-mentioned work at Haldia Dock Complex.

3.3.2 Details of the Tender Documents and Notification of any Addendum / Corrigendum to the tender documents are available in web site from website (www.kolkataporttrust.gov.in) and have to participate in bidding process through website <https://kopt.enivida.in> only.

- 3.3.3 E-Tender Document shall neither be issued by post nor sold.
- 3.3.4 E-Tenderers are not permitted to alter/change/delete/modify any clause of the tender document downloaded from the website. If any deviation / discrepancy is found after submission of tender, the submitted offer will be summarily rejected.
- 3.3.5 Bidders shall submit the Bid Document as stipulated in the "Instructions To Bidders" of the e-tender document. Trustees reserve the right to verify the submitted copies of documents / credentials with the original documents.
- 3.3.6 The successful tenderer will be required to comply with the relevant provisions of BOCW (RECS) Act, 1996, West Bengal BOCW (RECS) Act, 2004 and BOCW Welfare Cess Act, 1996 and the rules framed there under. An amount of cess as per prevalent rate (presently @ 1% of the billed amount) shall be progressively recovered from all the bills of the contractor for onward transmission of the same to the appropriate authority.
- 3.3.7 E-Tenderers will be received through <https://kopt.enivida.in> up to 15:00 hrs. on the last date of submission and opening of tender specified above.
- 3.3.8 Techno Commercial Part of the e-Tender will be opened shortly after 3.30 p.m. on the stipulated date.
- 3.3.9 Price Part of only technically & commercially qualified bidders will be opened at a later date under due intimation to all concerned.
- 3.3.10 In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day.
- 3.3.11 It is stated here that the subject tender may not be extended further.
- 3.3.12 SMP, Kolkata reserves the right to reject any or all offers or to accept the offer in whole or in part without assigning any reason whatsoever thereof.

**General Manager (Engg.)
Haldia Dock Complex
Syama Prasad Mookerjee Port, Kolkata**

4. IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT

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

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

- Bidders Manual Kit
- Help for Contractors
- FAQ

Contact Persons (Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata):

P.K. Mani, Sr. Dy. Manager – I (IZ&R), I&CF Division, Mob: 94347 21138, email: pkmani.hdc@kolkataporttrust.gov.in

1	<p>Process of E-tender:</p> <p>THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT https://kopt.enivida.in</p> <p>Vendors are required to register themselves online with https://kopt.enivida.in</p> <p>Contact person (Haldia Dock Complex): Sri. P.K. Mani Sr. Dy. Manager (IZ&R), I&CF Division Haldia Dock Complex Ph. No. 03224 252844 / 94347 21138 pkmani.hdc@kolkataporttrust.gov.in</p> <p>Contact persons (RailTel Portal):</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Mr. Navneet Mishra.</td> <td style="width: 50%;">Mr. Tariq Anwar</td> </tr> <tr> <td>Mobile No.: + 91 9355030630</td> <td>Mobile No.: +91 9355030608</td> </tr> <tr> <td>E-mail: epochelpdesk.17@gmail.com</td> <td>E-mail: epochelpdesk.35@gmail.com</td> </tr> </table>	Mr. Navneet Mishra.	Mr. Tariq Anwar	Mobile No.: + 91 9355030630	Mobile No.: +91 9355030608	E-mail: epochelpdesk.17@gmail.com	E-mail: epochelpdesk.35@gmail.com
Mr. Navneet Mishra.	Mr. Tariq Anwar						
Mobile No.: + 91 9355030630	Mobile No.: +91 9355030608						
E-mail: epochelpdesk.17@gmail.com	E-mail: epochelpdesk.35@gmail.com						
2	The Techno-commercial Bid and the Price Bid shall have to be submitted online at https://kopt.enivida.in Tenders will be opened electronically on specified date and time as given in the Tender.						
3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.						
4	Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with https://kopt.enivida.in . Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).						
5	E-tender cannot be accessed after the due date and time mentioned in NIT.						
6	<p>Bidding in e-tender:</p> <ul style="list-style-type: none"> • Vendor(s) need to submit necessary EMD and Tender fees to be eligible to bid online in the e-tender. Tender fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority. • The process involves Electronic Bidding for submission of Technical and 						

	<p>Commercial Bid.</p> <ul style="list-style-type: none"> • In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid. • During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else. • The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. • All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply. • It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. • Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof. • No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.
7	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
8	No deviation to the technical and commercial terms & conditions are allowed.
9	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
10	Vendors are requested to read the vendor guide and see the video in the page https://kopt.enivida.in to familiarize them with the system before bidding.
11	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
12	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
13	The bid will be evaluated based on the filled-in technical & commercial formats.
14	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
15	Necessary addendum/ corrigendum (if any) of tender would only be hosted in the e-tendering portal of CPP.
16	Due date of submission of tender will not be extended under any situation.

SMP, Kolkata / KoPT e-Nivida Special Instruction to Bidders

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

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

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

GUIDELINES FOR REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender 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.

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 SMPK.
3. Bidder has to select the payment option as "e-payment" to pay the tender fee / EMD as applicable and enter details of the instrument.
4. In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission

7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.

9. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

For any clarification in using e-Nivida 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

(1) Mr. Navneet Mishra, Mobile No.: + 91 9355030630 E-mail: eprochelpdesk.17@gmail.com

(2) Mr. Tariq Anwar, Mobile No.: +91 9355030608 E-mail: eprochelpdesk.35@gmail.com

5. INSTRUCTIONS TO BIDDER

SETTING UP OF A FLOATING PIPELINE HANDLING SYSTEM FOR UNLOADING OF BULK EDIBLE OILS (CRUDE / REFINED) AT HALDIA DOCK COMPLEX, HALDIA.

5.0 PREFACE

The work as described in the tender shall be executed in Haldia and in accordance with the attached General Conditions of Contract, Special Conditions of Contract, Particular Specifications and Drawings (if any). Location Plan of the place of work might be inspected at the office of the Sr. Dy. Manager (I&CF), on any working day before quoting for the tender.

5.1 EARNEST MONEY AND BID DOCUMENT FEE

The intending bidders should deposit an amount specified in the Schedule of Tender (SoT), as Earnest Money Deposit (EMD) and Cost of Tender Document in accordance with the procedure mentioned therein.

Earnest Money Deposit (EMD) and Cost of Tender Document may be deposited physically at the office of Sr. Dy. Manager (IZ&R) (I&CF Division), Haldia Dock Complex, Chiranjibpur Operational Building, 2nd Floor, P.O: Haldia, Dist.: Purba Medinipur; PIN: 721 604; West Bengal; India, separately in a single sealed envelope mentioning Tender no. with proper marking Demand Draft/ Banker's Cheque / Pay Order etc. should be submitted / deposited on any scheduled/ nationalized Bank, by the bidder in favour of Syama Prasad Mookerjee Port, Kolkata, payable at Haldia.

Details of cost of Earnest Money Deposit (EMD) and Cost of Tender Document should be entered by the participating bidder separately in the space provided in the e-tender as indicated hereunder:

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

Or

Cost of tender document fee and EMD may be deposited through NEFT/ RTGS in the following account.

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

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

Branch Name: Haldia Dock Complex.

Account No: 1604050000310

IFSC Code: PUNB0160420

Account Type: Current

Or

Through Railtel Portal

Details of payment should be entered by the participating bidder in the space provided in the e-tender as indicated hereunder:

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

The details of payment made against tender document fee and EMD through NEFT/ RTGS, the documents provided by the respective bank against such payment having UTR number should positively be uploaded and informed to this office for checking the status of receipt of payment and generating Treasury Receipts.

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

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

MSEs interested in availing benefits of waiver of cost of tender document and EMD must submit the document during bidding process as specified under Cl. No. 5.7.

5.2 MODE OF SUBMISSION OF BID

5.2.1 All bidders must submit their offers through e- tendering in accordance with the terms and conditions set out in the bid documents and no deviation will be accepted.

5.2.2 Techno commercial part shall contain the following which are to be uploaded: -

I. Essential Documents

- a) Documentary evidence in support of **ELIGIBILITY CRITERIA** as laid down under Clause No. **3.2.1 of NIT**.
- b) Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- c) Certified copies of audited balance sheet and Profit and Loss account / Trading account for the last 3 (three) financial years (**i.e. 2020-2021, 2021-2022, 2022-2023**).

II. Non-Essential Documents

- a) That the Bidding Firm has Not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.
- b) The proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work.

- c) The un-priced "Abstract Form Of Tender" & "Form Of Tender" (without price quoted) shall not only be signed and stamped by the Bidder, but must also be duly witnessed and scan copy to be uploaded.
- d) A list of works which are in hand at the time of submitting the offer as per the enclosed proforma titled 'Concurrent Commitments of The Bidder' vide 'Annexure-II' in Volume-I of the tender document.
- e) A Declaration as per 'Annexure – IA' that no conditions / deviations have been added in the price part of the Bid.
- f) A Declaration as per 'Annexure – IC' that if I/We withdraw or modify our bid during period of validity etc., I/We will be suspended for three years.
- g) Scan copy of the following documents to be uploaded:
 - i) GSTIN / Provisional GST registration certificate.
 - ii) Valid Trade Licence.
 - iii) Valid Professional Tax Clearance Certificate / Up to date tax payment.
 - iv) Proof of possessing valid Employees' Provident Fund (EPF) Account.
 - v) Proof of being registered with Employees' State Insurance Corporation (ESIC).
- h) TDS certificate including 26 AS should be submitted to validate the legitimacy of the work completion certificate.
- i) Details of the firm as per "BIDDER'S PROFILE" of the tender document.
- j) Tender document with all the enclosures, appendices, addendum / corrigendum / notice / extension notice issued and drawings (if any) duly signed by the Bidder under office seal.

The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities.

5.2.3 All the bidders should submit the e-tender in accordance with the Mode of submission of Bid as aforesaid.

5.3 OPENING OF BIDS

- a) Techno Commercial Part of the e-Tender will be opened shortly after 3.30 p.m. on the stipulated date.
- b) Price Part of only technically & commercially qualified bidders will be opened at a later date under due intimation to all concerned.

5.4 SECURITY DEPOSIT:

5.4.1 For the successful Bidder, the Security Deposit shall be recovered from the bills as per clause no. 3.4 of G.C.C.

5.4.2 Refund of S.D. and forfeiture S.D. shall be guided by Cl. 3.5 (i) & (ii) of the G.C.C.

5.5 VALIDITY OF OFFER

The e-tender shall remain valid for a period of 120 [One Hundred Twenty] Days from the date of opening the same. If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his e-tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees/ Sanctioning Authority/Engineer.

5.6 DETAILED SCRUTINY OF E-TENDERERS

5.6.1 During the course of examination of Techno Commercial Part of the bid, the bidders, if asked for, shall show the original documents, shall furnish any or additional document(s) for the purpose of evaluation of his / their bids. The price bids of those bidders who meet the qualifying criteria of NIT shall be opened.

5.6.2 During techno-Commercial Evaluation of tender, an offer shall be considered non-responsive in case:

- (i) is not accompanied by requisite earnest money,
- (ii) is not accompanied by requisite tender Bid Document Fee,
- (iii) validity of the offer is less than tender stipulation,
- (iv) It does not meet the Qualification Criteria as stipulated in the NIT.
- (v) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely.

In addition to above, a bidder may be disqualified if –

- a) The bidder provides misleading or false information in the statements and documents submitted.
- b) Record of unsatisfactory performance during the last seven years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delays in completion or financial bankruptcy etc.

The decision of Kolkata Port Trust in this regard shall be final and binding on the Bidder.

5.7 SUPPORT / PREFERENTIAL TREATMENT TO MICRO & SMALL ENTERPRISES (MSEs)

Policies of the Government to support Micro and Small Industries (MSEs, registered as per the following sub-clauses) in comparison to non-MSE enterprises shall apply to this procurement.

5.7.1 Registration of MSEs: MSEs interested in availing such benefits must enclose with their offer the Udyam Registration Certificate with the Udyam Registration Number as proof of their being registered under Udyam Registration Portal. The certificate shall be of latest but before the deadline for submission of the bid.

5.7.2 Support to MSEs

- a) Tender sets shall be provided free of cost to MSEs.
- b) MSEs shall be exempted from payment of Earnest Money.

5.8 PRE-BID CONFERENCE

5.8.1 A pre-bid conference will be held at 12:00 hours on 08.12.2023 at Jawahar Tower Conference Room; Haldia Dock Complex (HDC); Haldia Township; Purba Medinipur; PIN –

721607. The Pre-Bid conference will be followed up with an inspection of site to enable the intending bidders a comprehensive understanding of the project.

5.8.2 The intending Tenderer are advised to formulate their queries relating to all aspects mentioned in this tender document as well as seek other clarifications/details required by them from SMP, Kolkata and forward the same in writing by 06.12.2023 to the General Manager (Engg.), HDC [aganesan.hdc@kolkataporttrust.gov.in] and Sr. Dy. Manager (I&CF) [pkmani.hdc@kolkataporttrust.gov.in] so that the same may be discussed / clarified in the pre-bid conference.

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

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

5.8.5 The intending tenderer are advised to inform HDC, 5.8.4 SMP, Kolkata in advance about their intention to attend the pre-bid meeting in writing. A maximum of two representatives of each intending tenderer will be allowed to participate on production of authorization letter from the tenderer.

5.9 EVALUATION CRITERIA

5.9.1 The bidders shall quote percentage of the revenue to be shared with HDC, SMP, Kolkata in the Price bid as per ANNEXURE – XV. The "amount of revenue" on which the successful bidder will have to share revenue will be computed as follows vessel wise:

"Quantity of cargo transferred through floating pipeline handling system from a particular vessel x ceiling rate prescribed in the prevailing notified tariff".

5.9.2 The Techno-Commercially qualified Bidder quoting the highest percentage share of revenue as per 5.9.1 above, shall be declared as the successful bidder by HDC, SMP, Kolkata for award of the license.

5.10 ACCEPTANCE OF TENDER

5.10.1 Haldia Dock Complex, SMP, Kolkata reserves the right to accept / reject any / all offer(s) without assigning any reason thereof and also reserve the right to accept the tender in part or as a whole.

5.10.2 Any attempt to exercise undue influence in the matter of acceptance of Tender is strictly prohibited and any Tenderer who resorts to this will render his tender liable to rejection.

5.10.3 The successful Tenderer will be notified in writing of the acceptance of his tender. The "Tenderer" then becomes the "Contractor" and he shall forthwith take steps to execute the

Contract Agreement within six weeks of issue of Letter Of acceptance and fulfill all his obligations as required by the Contract.

5.10.4 Work experience, as a sub-contractor or supply contractor shall not be considered as the requisite qualification.

5.11 GOOD CONDUCT

If a bidder has had previous history of "defined misconduct" (such as banning from by any government sector, premature termination of a contract solely on bidder's fault, criminal case pending against the company or its owner / current director filed by a government entity etc.) his offer is liable to be ignored.

5.12 MISCELLANEOUS

- (i) Bidder shall submit his offer for complete scope of work, strictly in accordance with the tender documents. Any deviation from the tender documents and / or any incomplete tender shall not be considered.
- (ii) The bidder shall not impose his own terms & conditions in his offer or quote his rates based on his own terms and conditions, such E-Tenderers are liable to rejection at the option of the Trustees without further reference to the bidder.
- (iii) All materials shall have to be procured by the successful Bidder and shall be of the best and approved quality conforming to relevant specifications. The successful Bidder shall also arrange for the supply of all labour, tools and plants as stipulated in the Special Conditions of Contract, required for efficient execution of the work.
- (iv) All measuring units are in Metric System and rates and sums in the tender are in Indian Currency. The language used throughout shall be in English.
- (v) The Tender Documents with all the enclosures, appendices, Abstract Form of Tender and Form of Tender shall be required to be complete, duly filled in and signed and uploaded.
- (vi) The Bidder shall give a declaration about the names of their relations employed in Kolkata Port Trust. It is not the intention to debar the Contractors from working if their relatives are working in SMP, Kolkata, but such a declaration is necessary in the interest of Trustees against any possible lapses.

6. SPECIAL CONDITIONS OF CONTRACT

SETTING UP OF A FLOATING PIPELINE HANDLING SYSTEM FOR UNLOADING OF BULK EDIBLE OILS (CRUDE / REFINED) AT HALDIA DOCK COMPLEX, HALDIA.

6.0 PREFACE

These provisions though given in a separate section are part of the tender documents which must be read as a whole, the various sections being complementary to one another and are to be taken as mutually explanatory. These provisions shall be read in conjunction with the other parts of the tender documents viz. General Conditions of Contract, Notice Inviting E-Tenderers, Instructions to Bidder, Particular Specifications, Drawings (if any) and other documents forming part of the Contract. In case of any discrepancy or ambiguity in the documents, the order of precedence of the documents as stated below will apply. In particular, these provisions will over ride those in the General Conditions provided there is discrepancy between them.

6.1 CORRELATION AND ORDER OF PRECEDENCE OF TENDER DOCUMENTS

If the stipulations in the various tender documents be found to be at variance in any respect, one will override others (but only to the extent these are at variance) in the order of precedence as given in the list below, i.e. any particular item in the list will take precedence over all those placed lower down in the list.

- Order letter.
- Bill of Quantities.
- Drawings.
- Particular Specifications of work.
- Special Conditions of Contract.
- General Conditions of Contract.

In case of any dispute, question or difference either during the execution of the work or any other time as to any matter or thing connected with or arising out of this contract, the decision of the Sr. Dy. Manager (I&CF), Haldia Dock Complex, thereon shall be final and binding upon all parties.

6.2 SCOPE OF WORK, MAJOR OBLIGATIONS AND RELATED INFORMATION

6.2.1 Invest, supply, install, operate and maintain a Floating Pipeline Handling System for unloading of bulk edible oils (crude/refined) from vessels berthed in double banked condition at Berth no. 6 or 7 and also berthed at Berth No. 6 or 7 in the impounded dock of Haldia Dock Complex and delivery of the aforesaid cargo into the consignee's / terminal operator's pipeline on shore inside custom bound area of HDC including connection and disconnection of floating pipeline with & from the manifold of the vessel and that of consignee / terminal operator's pipeline on shore inside custom bound area of HDC as well as carrying out necessary pigging of the floating pipeline as may be required at the cost, charges, expenses, risk, manpower and other arrangements of the contractor.

The tenderers shall have to submit a **Brief Report** regarding the floating pipeline handling system that they intend to deploy together with work plan and schematic drawing showing all the components of the handling system and how they are going to be operated during unloading of cargo, pigging of pipelines etc. so as to fulfil the scope of work and other obligations of the contractor as specified in the tender.

- 6.2.2** The floating pipeline should be 8" in diameter with intermediate flexible hoses of same diameter. The floating pipeline handling system should be designed in a manner such that it is capable of handling 5 kg/sq. cm pressure. Test Reports of such compliance will be maintained and produced by the licensee before commencement of any operation.
- 6.2.3** The specification, capacity etc. of the floating pipeline handling system (except the pipeline diameter of 8") should be decided upon by the intending tenderer(s) so as to fulfil the scope of work & other obligations as also to withstand the pressure of 5 kg/sq. cm as specified in the tender and shall conform to the specifications laid down under the relevant BIS codes and/or other relevant and applicable international standards. The structural safety of the entire floating pipeline handling system shall be the responsibility of the tenderer. The frames, structures, fittings, etc. through which the pipelines may be installed for cargo operation should also be thoroughly tested so as to withstand the pressure of liquid cargo during unloading operation.
- 6.2.4** (i) The contractor shall ensure proper and safe installation/laying of floating pipeline handling system on dock water.
- (ii) The contractor shall ensure that the floating pipeline shall be installed on the dock water in such manner so that there is no obstruction in movement of vessels inside the impounded dock basin in any manner during unloading of liquid cargo as well as during idle hours.
- (iii) The floating pipeline system should be such that it takes minimum surface area in dock water during unloading of liquid cargo as well as during idle hours.
- (iv) While installing the floating pipeline on the dock water, no support from the existing jetties will be allowed.
- 6.2.5** (i) The floating pipeline handling system shall have to be installed operated/ maintained in a manner so as to ensure that there is no contamination of cargo in it under any circumstances. All consequences arising out of any such eventuality will be the responsibility of the licensee and he shall bear all costs in this regard.
- (ii) The contractor shall ensure spillage free operation of the floating pipeline handling system during unloading of liquid cargo by it. All consequences arising out of any such spillage will be the responsibility of the licensee and he shall bear all costs in this regard. Further, in case of spillage, the contractor shall contain the spillage and remove the spilled material from the water/land area. The contractor will be responsible for the disposal of both the product (spilled material) and cleaning material.
- (iii) The contractor shall keep SMP. Kolkata indemnified throughout the period of the contract against any claim arising from loss of cargo due to spillage through the floating pipeline handling system and/or contamination of cargo handled through the floating pipeline handling system. Any issue pertaining to contamination of cargo handled through the floating pipeline handling system will have to be resolved between the contractor and importer or his agent and HDC, SMP, Kolkata will not be responsible in this regard in any manner under any circumstances.
- 6.2.6** The contractor shall have arrangements for pigging the floating pipeline system as may be necessary for handling different edible oils. For movement of cargo, the pig shall be inserted at the vessel end and has to be removed at the terminal point of the floating pipeline inside the dock.

- 6.2.7** The floating pipeline, flexible hoses, pipes, valves, compressor and all equipments / components to be installed shall be new.
- 6.2.8** The licensee will have to submit a certificate from a Chartered Engineer validating the design and confirming that specifications of the materials/equipment used conform to the specifications laid down under the relevant BIS codes and/or other relevant and applicable international standards, prior to commissioning of the system signifying that the pipelines and other associate infrastructure to be used by him are fit to unload liquid cargo from ships using the floating pipeline handling system.
- 6.2.9** The contractor, when required, shall replace those components of the handling system which will outlive its economic life during the currency of the contract with prior approval of HDC, SMP, Kolkata. The successful tenderer shall produce certificate from a Chartered Engineer from time to time signifying that the pipelines and other associate infrastructure to be used by him are fit to unload liquid cargo from ships using the floating pipeline handling system.
- 6.2.10** The contractor shall at its own cost and arrangement promptly repair / replace or restore the floating pipeline handling system and other associated facilities or any component thereof which may be lost, damaged or destroyed.
- 6.2.11** The contractor shall not without prior approval of HDC, SMP, Kolkata remove or replace any component of the floating pipeline handling system installed by him under the provisions of the contract.
- 6.2.12** The contractor shall have to maximize availability of the floating pipeline system and other associated facilities to be provided under the contract, failing which penalty will be imposed as per details stipulated in the tender.
- 6.2.13** After completion of unloading of cargo from the vessel concerned, the floating pipeline is to be disconnected from the vessel concerned well in advance of scheduled sailing time of the vessel and placed in the area of the dock basin designated by HDC, SMP, Kolkata such that it occupies minimum possible surface area and so that there is no obstruction in movement of vessels inside the impounded dock basin in any manner.
- 6.2.14 OBLIGATION TO OBTAIN ALL STATUTORY CLEARANCES, PERMISSIONS:**
- (i) The contractor shall, at its own cost, obtain and maintain valid statutory clearances and permissions as may be required as per law for operating the floating pipeline handling system.
- (ii) The contractor shall comply with the requirements of all the Acts, Laws, Statues, Bylaws, Rules and Regulations for the purpose of fulfilling all the obligations of the contract which shall include but not limited to the Major Port Trust's Act, 1963, the Indian Contract Act, the Dock Workers (Safety, Health & Welfare) Regulations, 1987, Motor Vehicles Act, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, Industrial Dispute Act, 1947, Shops and Commercial Establishment Act, Factory Act, 1948, Workmen's Compensation Act, 1923, ESI Act, 1948, Payment of Wages Act, 1963, Bonus Act, Employees Provident Funds & Misc. Provisions Act, 1952 etc. and such other applicable Central/ State Acts from time to time and take such steps as may be deemed necessary in this regard.

6.2.15 SAFETY AND SECURITY:

At all times during the operation of the floating pipeline handling system, the contractor shall adhere to the highest standards of safety of the vessel, of the people working on board and shore and of property of SMP, Kolkata. In case of accidents involving the floating pipeline handling system, the contractor shall be accountable for all the liability and losses. The contractor shall be solely responsible for any damage to the vessel, Port properties and human lives caused by the operation of the floating pipeline handling system. The security of the floating pipeline handling system will also be the responsibility of the contractor.

6.2.16 The contractor shall employ qualified and skilled personnel for undertaking the floating pipeline operations, pigging of floating pipeline, connection and disconnection of pipelines/hoses with the vessel and shore manifold, maintenance/repairs/servicing of the entire system/ equipments etc. In this regard, the contractor shall ensure that all such personnel have valid licences / certificates applicable under the law to undertake all required operations as well as maintenance of the floating pipeline system and other associated facilities to be provided by him under the provision of the contract. If required, HDC, SMP, Kolkata may check all such documents.

6.2.17 The contractor shall indemnify HDC, SMP, Kolkata from the possible future demand of the employees / workers employed by the successful tenderer that they be absorbed in SMP, Kolkata. It will be the responsibility of the contractor to find a solution for such demand if it arises.

6.2.18 The contractor shall be removed floating pipeline system and its associated facilities from HDC, SMP, Kolkata's premises on expiry of the period of contract or early termination of the contract.

6.2.19 ALLOTMENT OF LAND:

HDC, SMP, Kolkata will separately allot space (covered / open) for setting up of an office, store, rest room and other infrastructure etc. as may be required by the contractor for fulfilling all the obligations of the contract. Such allotment will be made at the rates as per the prevailing Schedule of Rent of SMP, Kolkata's land and buildings at Haldia.

6.2.20 POWER SUPPLY:

If available and if required, suitable power supply may be arranged by the Trustees at the nearest existing supply point of the site of work on receipt of request letter from the Contractor to that effect. All necessary arrangements for the distribution at site will have to be made by the Contractor at his own cost as approved by the Trustees' Plant and Equipment Division.

Electricity consumption charges will be determined on the basis of Chargeable Unit (kWh) [actual Unit (kWh) consumed (recorded through Energy Meter) plus 3% on actual Unit consumed] and applicable rate of West Bengal State Electricity Distribution Company Limited (WBSEDCL). Billing will be done on the basis of aforesaid Electricity consumption charges and overhead charges @ 19.25% [on the aforesaid Electricity consumption charges] including installation and hire charges for meters. The billed amount against electric supply shall have to be paid by the Contractor immediately, on receipt of the bill from the office of the Finance Division, Haldia Dock Complex. All payment on this account

should be updated, otherwise the pending bill amount, along with late payment surcharge, will be recovered from the Contractor's bill(s).

The Trustees do not guarantee uninterrupted power supply from the above sources and Contractor shall not be compensated for any delay in providing / irregularity of power supply. The Contractor shall have to arrange for the supply of power at his own cost during such periods.

6.2.21 WATER:

The Contractor will arrange for supply of water for any purposes. However, on written request from the Contractor, water for drinking and for other purposes may be made available from the existing water line of the Trustees at a point near the site of work. The contractor will have to arrange for laying pipelines, water meter etc., as necessary, as per approval of the Engineer or his representative, for storing and distributing the same to the work point at his own cost.

Charges for consumption of water shall be periodically paid by the Contractor at the prevailing rates as applicable.

6.2.22 HDC, SMP, KOLKATA'S OBLIGATION:

HDC, SMP, Kolkata will undertake scheduling of entry, berthing and sailing of vessels, pilotage, towage and other marine related services on which the successful tenderer will have no say.

6.3 LOCATION OF THE FLOATING PIPELINE SYSTEM

The Floating pipeline system is to be installed and operated in between Berth 6 & 7 for unloading of bulk edible oils (crude/ refined) from vessels berthed in double banked condition at Berth no. 6 & 7 and also berthed at Berth No. 6 & 7 in the impounded dock of Haldia Dock Complex and delivery of the aforesaid cargo into the consignee's / terminal operator's pipeline on shore inside custom bound area of HDC. Exact location of the floating pipeline system will be shown to the successful bidder by SMP, Kolkata immediately on receipt of acceptance of the LOA.

6.4 ACCESS TO THE SITE

(a) By Road: All-weather hard top road approachable from N.H. 41 and State Highway exist right up to the area of work.

(b) By Rail: S. E. Railway Branch Line connects Haldia with the Panskura Railway Station.

6.5 INSPECTION OF SITE

The Bidder shall inspect the site of work and thoroughly familiarise himself with the nature of work, site conditions, and access to the site and location before submission of the tender. He should contact with the Sr. Dy. Manager (I&CF), Haldia Dock Complex at his office at 2nd Floor, Operational Building, Chiranjibpur, for collecting information about the site before submission of the tender. No excuse will be entertained afterwards on the above ground. In case any part of the site cannot be handed over to the successful Bidder in time, no compensation for loss of labour or any other cause nor any claim will be

entertained by the Trustees. Suitable extension of time shall, however, be granted to the successful Bidder on that ground if applied for.

6.6 SITE CONDITIONS & METHOD OF WORK

The work shall have to be executed at inside dock area, Haldia, HDC.

The sequence of work shall have to be programmed by the contractor without hampering the existing operational activities in the surrounding areas. The working hours may have to be adjusted as the situation demands. No claim for idle labour on this account shall be entertained.

Proper care should be taken to provide adequate protection to the existing structures, cables (high voltage, telephone, computer etc.), underground pipes and ducts, water lines and all such installations against any damage at the Contractor's risk and expense. Any damage caused to the existing structures / facilities or defect arising during construction shall have to be rectified forthwith as directed to the satisfaction of the Engineer, without charging extra.

The working hours may have to be adjusted as the situation demands but no claim for idle labour on this account shall be entertained. The work may be carried out in Sunday(s) or Holiday(s) or beyond Normal working hour(s), if the situation so demands without any extra cost.

Further, if so required by the Engineer in the interests of Normal working of the Port, it is found necessary to shift / suspend some construction activity for some duration, this shall be done in compliance with the instructions of the Engineer and as per relevant clause of the G.C.C.

6.7 PERIOD OF CONTRACT

The contract will be for a period of about 3 (Three) years **i.e. upto 29.09.2026** to be reckoned from the date of issuance of 'Commissioning Certificate'.

6.8 ACCEPTANCE TO THE LETTER OF AWARD (LOA)

HDC, SMP, Kolkata will award LOA to the contractor who on receipt of the same, shall communicate acceptance to the same **within a period of 7 days** from the date of issuance of LOA, failing which the LOA will become liable for cancellation with forfeiture of Earnest Money.

The LOA and its acceptance by the contractor will be construed as an Agreement between SMP, Kolkata and the contractor for fulfilling the scope of work and obligation of the contractor till such time the agreement is signed.

6.9 PERFORMANCE GUARANTEE

The licensee / contractor shall have to submit Performance Guarantee equivalent to **Rs. 2.5 lakhs** in the form of an irrecoverable and en-cashable Bank Guarantee (BG) in the prescribed format executed by any Kolkata/ Haldia branch of any Scheduled Bank of India as per SMP, Kolkata's format, within **30 days from issuance of LOA**.

The Bank Guarantee shall have to be kept valid for the entire period of contract. In case of submission of Bank Guarantee executed by any other outstation branch, the same shall have to be countersigned by any Kolkata / Haldia branch of the bank, who shall fulfill all commitments under the Bank Guarantee as per existing rule.

SMP, Kolkata reserves the right to encash the Bank Guarantee in case of default of the licensee relating to payment of Annual License Fees or any dues payable by the licensee to SMP, Kolkata's in respect of this contract.

Further, in case of encashment of the said Bank Guarantee during the contract period, the licensee shall be obliged to submit a fresh Bank Guarantee of the full amount for the remaining contract period immediately upon encashment of the Bank Guarantee.

6.10 SIGNING OF AGREEMENT

An agreement in the Format to be prescribed by SMP, Kolkata, shall have to be executed by the Licensee at his expense within 90 days from the date of issuance of 'Letter of Intent' with SMP, Kolkata.

6.11 EXPIRY OF LICENSE WITH EFFLUX OF TIME:

(a) The Licensee shall peacefully remove the floating pipeline handling system and other infrastructure if created from HDC's premises after expiry of the period of contract with efflux of time.

(b) No compensation shall be paid by SMP, Kolkata to the licensee on expiry of the contract with efflux of time.

6.12 COMMISSIONING SCHEDULE

Within 90 days from the date of issuance of LOA.

6.13 COMMISSIONING CERTIFICATE

The Licensee shall complete supply (i.e. delivery at site, installation and commissioning), of the equipments/materials with all other allied works / obligations as well as deployment of necessary manpower as per provisions of the contract within a period of 90 days from the date of issuance of Letter of Intent (LOA) to the satisfaction of HDC, SMP, Kolkata and obtain 'Commissioning Certificate' thereof from SMP, Kolkata.

6.14 COMPENSATION (LIQUIDATED DAMAGES)

The Licensee shall complete supply, installation and commissioning of the floating pipeline handling system within the time schedule given at item-6.12 above to the satisfaction of HDC, SMP, Kolkata and obtain a Commissioning Certificate thereof from HDC, SMP, Kolkata. In the event of failure to commission the floating pipeline handling system within the time schedule given at item-6.12 above, the successful tenderer shall pay to SMP, Kolkata Rs 12000/- per day as compensation/ liquidated damages.

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

6.15 PERFORMANCE CRITERIA

6.15.1 Placement of Requisition:

Requisition will be placed to the licensee by HDC, SMP, Kolkata for deployment of the floating pipeline handling system for carrying out unloading operations from a vessel inside HDC **at least 8 hours prior to expected arrival time of the vessel** concerned at double banked position or at berth. On receiving such requisition, the licensee will mobilize men / material/ equipments as required for commencing cargo handling operations from the vessel concerned at HDC within the stipulated time as per the performance criterion.

6.15.2 Unloading operation commencement time:

Cargo operations for unloading of liquid cargo through the floating pipeline handling system shall commence within 30 minutes from the time HDC, SMP, Kolkata communicates to the licensee in writing the readiness of the vessel concerned at double banked position or at a berth of HDC.

6.15.3 Availability of floating pipeline handling system:

a) The licensee shall have to ensure availability of floating pipeline handling system and its associated facilities **whenever required by HDC, SMP, Kolkata during the contractual period** so that cargo handling operations of SMP, Kolkata does not suffer in any manner. The licensee shall carry out servicing, maintenance, repairs, etc. of the floating pipeline handling system during the idling period when the handling system is not in use for handling liquid cargo. However, the licensee will also be allowed Downtime for Planned.

b) Permitted Downtime for Planned Maintenance

The Licensee will be allowed a downtime for a **maximum period of 12 days in every 12 month period** from the date of obtaining Commissioning Certificate for periodical servicing and planned maintenance under intimation to SMP, Kolkata at least 48 hrs. prior to availing the down time period.

6.16 LIQUIDATED DAMAGES:

a) For Delayed Commencement of Operations/ Breakdown during operation:

In case, the licensee fails to commence unloading operations within the stipulated time mentioned at item 6.15.2 above or the cargo handling get suspended after commencement of operations, penalty **@ Rs. 1000/- shall be imposed by HDC, SMP, Kolkata per hour or part thereof** subject to maximum of Rs 12000/-. For the purpose of assessing the time period of delays and /or detentions, records available with **SMP, Kolkata** will be considered as final.

b) For Non Availability of the Floating Pipeline Handling System:

In case of Non Availability of the Floating Pipeline Handling System other than during the allowed downtime (for planned maintenance) the licensee shall pay a penalty of **Rs 12000/- per day** or part thereof.

Note:

(i) The start time of vessel's pump for the operation will be taken as the actual time of commencement of unloading operations through the floating pipeline handling system for assessment of pre-commencement delay.

(ii) The time interval during which the vessel's pump would remain inoperative after initial commencement of unloading operations through the floating pipeline handling system would be considered for calculation of suspension time.

(iii) In case the floating pipeline handling system goes out of commission at any time during the currency of the license, the licensee shall keep SMP, Kolkata informed of the same in writing. Intimation of re-commissioning shall also be intimated by the licensee to HDC, SMP, Kolkata in writing.

(iv) For any re-scheduling of the vessel by SMP, Kolkata for whatever reason, no compensation whatsoever will be paid by SMP, Kolkata to the licensee.

6.17 COLLECTION OF CHARGES BY THE LICENSEE

The licensee shall collect the charges from the consignee / consigner in accordance with the Scale of Rates approved and notified in the Kolkata Gazette dated 30.09.2023 as well as Scale of Rates notified by Syama Prasad Mookerjee Port, Kolkata in the Trade Circular vide No. FD-2154/89/HR dated 04.10.2023. The notified applicable tariff is given in ANNEXURE – XIV of this document. This tariff is valid throughout the contract period **i.e. upto 29.09.2026** as per above-referred notifies Trade Circular.

HDC, SMP, Kolkata will not guarantee any minimum cargo for handling by the licensee.

6.18 TAXES, LEVIES, ETC.

The licensee shall pay all lawful taxes including service tax, duties, cess, assessments, charges etc. which may be levied by any Govt. authority or tax levying agencies from time to time.

6.19 EVENT OF DEFAULT

- a) In case the delay in commissioning of the floating pipeline handling system exceeds 90 days from the last date of commissioning schedule.
- b) If the Licensee fails to perform or discharge any of its obligation under the provisions of the contract.
- c) The representation made, or documents / certificates submitted or warranties given by the Licensee during the tendering stage or during the currency of the contract is / are found to be false or misleading.
- d) The successful tenderer is adjudicated bankrupt or become insolvent.
- e) The Licensee assigns or transfer the equipment to any third party without prior written permission from HDC, SMP, Kolkata.

- f) If there is any change in control / ownership of the Licensee arising from sale, assignment, transfer without prior permission of HDC, SMP, Kolkata.
- g) If the Licensee through its employees gets engaged or wrongly takes part in prohibited or unlawful activities or even fails to prevent such prohibited / unlawful activities.
- h) If the floating pipeline handling system remains out of commission for a continuous period of 30 days.

6.20 EARLY TERMINATION

- a) In the event of occurrence of any event of default as mentioned at item-6.19 above, SMP, Kolkata may proceed for terminating the contract by way of giving three (3) months (termination period) notice within which time the Licensee will be required to peacefully remove the floating pipeline handling system and other infrastructure created, from HDC's premises. In case of failure on the part of the Licensee to do so, SMP, Kolkata shall be at liberty to dismantle /remove the floating pipeline handling system and other infrastructure created by the Licensee from HDC's premises for which SMP, Kolkata will realize the necessary charges from the Licensee. Also, in such event the licensee shall not be entitled to claim any compensation from HDC, SMP, Kolkata for any damage that may occur during such removal and keeping of the dismantled materials at any location by SMP, Kolkata.
- b) During the termination period of 3 months as at 14(a) above, the Licensee may be asked by SMP, Kolkata to continue to discharge its obligations under the contract which are capable of being performed and mutually agreed upon with the object, as far as possible, of ensuring continued availability of the floating pipeline handling system to the port users for cargo handling operations.
- c) No compensation shall be paid by SMP, Kolkata to the Licensee in the event of early termination.
- d) If after termination, any amount is due to be paid by SMP, Kolkata to the Contractor, the same shall be paid after adjustment of the dues and damages receivable by SMP, Kolkata from the Contractor.

6.21 AMENDMENT

In case of exigency or for operational requirements, the conditions of the contract may be amended with mutual consent of both the parties, subject to the condition that such amendments are in conformity with the prevailing policy of Govt. of India and law of the land on the subject.

6.22 ILLEGALITY

If for any reason whatsoever any provision and condition of the contract is held to be void, illegal or invalid under present or future laws or regulations effective and applicable during the contract period, such provision shall be treated as fully separable and the remaining provision of the contract shall remain in full force. The other provisions of contract shall not be affected by such illegal or invalid provisions or by its severance from this contract. For the sake of smooth execution of the contract, any new condition(s) as may be mutually acceptable in supersession of the affected provision and condition of the contract shall be deemed to be a part of the contract from such point of time.

6.23 MAINTENANCE OF RECORDS

The licensee shall maintain requisition and supply records, cargo handling etc. with timings for compilation to ascertain the performance of the floating pipeline handling system. The format for such records and other necessary operational records shall be finalized in consultation with HDC, SMP, Kolkata.

6.24 ASSIGNMENT AND SUBLETTING

The Licensee shall not transfer the equipment for operation to any 3rd party either by way of sub-license, assignment, rent or any other means without explicit written permission of HDC, SMP, Kolkata.

6.25 CONDUCT

The Licensee, at all times during execution of the contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site and for the preservation of peace and protection of persons and property at the work site as well as in the neighborhood of the works.

6.26 ACCIDENT

The Licensee shall, within 24 hours of the occurrence of any accident, at or about the work site or in connection with execution of the contract, report such accidents to HDC, SMP, Kolkata giving all the details. He shall also provide additional information about the accident as requested by the HDC, SMP, Kolkata. The licensee shall report occurrence of any accident to the concerned authority of Inspectorate of Dock Safety positively within 24 hours of occurrence of the accident. The applicable rules, regulations and reporting formats in this regard shall be adhered to by the Licensee.

6.27 AMICABLE SETTLEMENT

If any dispute or difference or claims of any kind arises between the Licensee and SMP, Kolkata in connection with interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the contract, or the rights, duties, responsibilities and liabilities of the parties under the contract, then the parties shall meet together promptly at the request of any party in an effort to resolve such dispute, difference or claim by discussions between them. Parties here shall mean & include the licensee and SMP, Kolkata.

6.28 ARBITRATION

(a) Arbitrators:

Failing amicable settlement, 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.

(b) Place of Arbitration:

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

6.29 INSURANCE

- (a) The Licensee shall, at his own cost and arrangements insure all insurable assets to be supplied and maintained by him as required by the law and ensure that these are valid throughout the period of the contract. The Licensee in this regard shall present evidences to HDC, SMP, Kolkata.
- (b) All the men/women to be deployed by the Licensee for performing the contract shall be insured against injury / accidents/death, by the Licensee at his own cost.
- (c) The Licensee shall indemnify SMPK against all losses and claims in case of death or injury caused to any person by him during the execution of the work.

6.30 CONTRACT LABOUR LAWS

The Contractor must comply with the provisions of Contract labour (Regulation & Abolition) Act 1970 and Contract Labour (Regulation & Abolition) Central Rules 1971 and the rules framed there under with all modifications/amendments being enforced from time to time.

The Contractor shall indicate maximum number of workmen to be engaged on any day for execution of the work in the appropriate place in the ABSTRACT FORM OF TENDER & he shall have to obtain a regular /permanent license as per sec12(1) of the Contract Labour Act.

Further, whenever a contract work has commenced or completed, the contractor has to intimate the same to the Assistant Labour Commissioner(Central) /labour Enforcement Officer (Central) in Form IV-A, within 15 days of such commencement or completion.

The contractor has to obtain a certificate of registration under "Building & Other Construction Workers (Regulation of Employment & Conditions of Service) Act-1996 and Central Rule 1998 and his rate shall include a cess payable @ 1 % of the cost of construction as applicable under "Building & Other Construction Workers Welfare Cess Act - 1996 & Welfare Cess Rules 1998.

The contractor has to arrange for displaying the name of the Regional Labour Commissioner (Central), Asst. Labour Commissioner (Central) & Labour Enforcement Officer (Central) at his worksite(s).

The contractor shall inform the Principal Employer the date, time & venue of disbursement to be made by him to his workers.

The successful bidder shall also be required to put up a notice at the site of work mentioning the date, time & venue of disbursement to be made by him to his workers and he or his authorized representative shall have to be present during period of disbursement.

6.32 COMPLIANCE WITH E.P.F & M. P. ACT:

The successful contractor will have to comply with provision of EPF & MP Act –1952 (along with amendments, if any), issued from time to time.

If asked for by the Employer, the contractor will be required to submit photocopy of all payment challans and produce the original for verification to the representative of the principal employer, i.e. General Manager (Engg.).

6.33 INDEMNIFICATION:

The successful bidder shall be deemed to indemnify and keep indemnified the Trustees from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of any law, rules or regulations having the force of law, including but not limited to –

- a) The Minimum Wages Act, 1948.
- b) The Dock Workers (Regulation of Employment) Act, 1948
- c) The Building and Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996
- d) The Dock Workers' Safety, Health & Welfare Act, 1986
- e) The Payment of Wages Act, 1936.
- f) The Workmen's Compensation Act, 1923.
- g) The Employees Provident Fund Act, 1952.
- h) The Contract Labour (Regulation and Abolition) Act, 1970; Rules 1971.
- i) The Payment of Bonus Act, 1965.
- j) The Payment of Gratuity Act, 1972.
- k) The Equal Remuneration Act, 1976.
- l) The Employees State Insurance Act, 1948 & Employees State Insurance (Amendment) Act, 1989
- m) Child Labour (Prohibition and Regulation) Act, 1986.
- n) The Maternity Benefits Act 1961
- o) Interstate Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979.
- p) Motor Vehicle Act, latest revision.

6.34 FORCE MAJEURE

In the event of either party rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, relevant obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period which Force Majeure events lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term "Force Majeure" as employed shall mean the events as below:

- (i) riot (unless solely restricted to or perpetuated by employees of the Contractor or his subcontractors / suppliers or occurring outside India) so far as it is uninsurable;
- (ii) war, hostilities (whether war be declared or not), invasion, directed to or by India or act of foreign enemies, directed to India;
- (iii) rebellion, revolutions, insurrection, or military or usurped power, or civil war in India;
- (iv) fire, flood, cyclone, hurricane and acts of God.

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 forty eight hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of his claim.

Time of performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which such event lasts and affects the relative obligation directly. Such extension of time shall be without prejudice to the provision that time is essence of the Contract and any other terms and conditions related to time of completion as may provided elsewhere in the Contract

If the work is affected by Force Majeure lasting for more than 60 days at a stretch, the parties to the Contract shall settle the issue mutually.

6.35 DOCK PERMIT

Dock permits which may be necessary for any purpose related to the work shall be issued against payment at the prevailing rate of HDC.

6.36 TAXES

The quoted rates should include all other Taxes excluding GST. GST as applicable shall be paid extra against proper invoice submitted by the successful contractor.

The contractor will be required to submit GST compliant invoice with all required details and also to be required to file timely and proper return so as to enable SMP, Kolkata to get due input credit against GST paid of.

In case of any failure on the above account, GST amount even if paid by SMP, Kolkata shall be recoverable from the contractor, along with applicable interest if any.

7. PAYMENT TO HDC, SMP, KOLKATA BY THE LICENSEE

SETTING UP OF A FLOATING PIPELINE HANDLING SYSTEM FOR UNLOADING OF BULK EDIBLE OILS (CRUDE / REFINED) AT HALDIA DOCK COMPLEX, HALDIA.

- 7.1 Amount towards revenue share as per percentage quoted by the licensee and accepted by HDC, SMP, Kolkata shall be paid to HDC, SMP, Kolkata within two working days following the day of completion of discharge of cargo by the Floating Pipeline Handling System from each vessel.
- 7.2 The license fee for the water area occupied by the floating pipeline system at 50% of the license fee of the abutting land as per the prevailing Schedule of Rent of SMP, Kolkata's land and buildings at Haldia.
- 7.3 The licence fee of the land if required for setting up of office space, storage area etc. on the land to be actually licensed as per the prevailing Schedule of Rent of SMP, Kolkata's land and buildings at Haldia.
- 7.4 Charges for consumption of power shall be periodically paid by the licensee at the rates of WBSEB as prevalent amended from time to time along with departmental overhead of 19.25% including installation and hire charges for meters.
- 7.5 Charges for consumption of water shall be periodically paid by the licensee at the prevailing rates as applicable.

DECLARATION BY THE BIDDER

(To be submitted on Company's Letter Head along with Techno Commercial Bid duly stamped and signed)

Sr. Dy. Manager (I&CF),
Haldia Dock Complex.
Kolkata Port Trust

SUB: SETTING UP OF A FLOATING PIPELINE HANDLING SYSTEM FOR UNLOADING OF BULK EDIBLE OILS (CRUDE / REFINED) AT HALDIA DOCK COMPLEX, HALDIA.

Dear Sir,

We do hereby confirm that our offer is strictly in accordance with the terms and conditions of the Tender Document without any deviation / condition.

We further confirm that Part-II of the bid does not contain any condition / deviation.

Signature of the Bidder with Office Seal.

Date:

Place:

DECLARATION BY THE BIDDER

(To be submitted on Company's Letter Head along with Techno Commercial Bid duly stamped and signed)

Sr. Dy. Manager (I&CF),
Haldia Dock Complex.
Shyama Prasad Mookerjee Port, Kolkata

SUB: SETTING UP OF A FLOATING PIPELINE HANDLING SYSTEM FOR UNLOADING OF BULK EDIBLE OILS (CRUDE / REFINED) AT HALDIA DOCK COMPLEX, HALDIA.

Dear Sir,

- a) The bidding firm has not been debarred / delisted by any Govt / Quasi Govt. / Public sector undertaking in India.
- b) The proprietor / partner(s)/ authorised signatory of the bidding firm is/are not associated with other firm bidding for the same work.

Signature of the Bidder with Office Seal.

Date:

Place:

“BID SECURITY DECLARATION” BY THE BIDDER

(To be submitted on Company's Letter Head along with Techno Commercial Bid duly stamped and signed)

Sr. Dy. Manager (I&CF),
Haldia Dock Complex.
Kolkata Port Trust

SUB: SETTING UP OF A FLOATING PIPELINE HANDLING SYSTEM FOR UNLOADING OF BULK EDIBLE OILS (CRUDE / REFINED) AT HALDIA DOCK COMPLEX, HALDIA.

Dear Sir,

I/We do hereby declared that I/We am/are accepting all the terms and conditions of tender and if I/We withdraw or modify our bid during period of validity etc., I/We will be suspended for three years.

Signature of the Bidder with Office Seal.

Date:

Place:

CONCURRENT COMMITMENT(S) OF THE BIDDER

Sl. No.	Full particulars of works to be executed concurrently by the bidder. (i) Name of work. (ii) Client. (iii) W.O. No. & Date.	Sanctioned Tender Value. (in Rs.)	Completion time as stated in tender.	Name and address to whom reference can be made.
1	(i)			
	(ii)			
	(iii)			
2	(i)			
	(ii)			
	(iii)			
3	(i)			
	(ii)			
	(iii)			
4	(i)			
	(ii)			
	(iii)			

BIDDER'S PROFILE

(To be submitted with Techno Commercial Bid)

The Bidders are also requested to furnish the following particulars:-

A) In case of Limited Company -

- 1) Name of Company :
- 2) Address of its present registered office. :
- 3) Date of its incorporation :
- 4) Full name and address of each of its Directors – any special particulars as to Directors if desire to be stated. :
- 5) Name, address and other necessary particulars of Managing Agents, if any appointed by the Company. :
- 6) Copies of Memorandum, Articles of Association (with the latest amendments, if any). :
- 7) Copies of audited balance sheets of the Company for the last two years. :

B) In case of a firm -

- 1) Name and address of the firm. :
- 2) When business started :
- 3) If registered a certified copy of certificate of registration. :
- 4) A certified copy of the Deed of Partnership :
- 5) Full name and address of each of the partners and the interest of each partner in the partnership – any special particulars as to partners if desired to be stated. :
- 6) Whether the firm pays income tax over Rs.10, 000/- per year :

C) In case of an Individual:

- 1) Full name and address of the Bidder any special particulars of the Bidder if desired to be stated. :

- 2) Name of the father of the Bidder. :

- 3) Whether the Bidder carries on business in his own name or any other name. :

- 4) When business was started and by whom. :

- 5) Whether any other person is interested in the business directly or indirectly, if so, name and address etc. of such persons and the nature of such interest. :

- 6) Whether the Bidder pays Income Tax over Rs.10, 000/- per year. :

Dated:

(Full signature of Bidder)

ABSTRACT FORM OF TENDER (UNPRICED)

(To be submitted with Techno Commercial Bid)

I / We hereby tender for the under mentioned work for its execution within the specified time and in accordance, in all respects with the specifications, design, drawing and instructions in writing and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as practicable.

(a) Name of Work. : SETTING UP OF A FLOATING PIPELINE HANDLING SYSTEM FOR UNLOADING OF BULK EDIBLE OILS (CRUDE/ REFINED) AT HALDIA DOCK COMPLEX, HALDIA.

(b) Time allowed for completion of the work : **About 3 (Three) years i.e. upto 29.09.2026.**

FORMAT FOR SUBMISSION OF PRICE BID

Sl. No.	Item	Percentage in Figure	Percentage in Word
1	Percentage of the revenue to be shared with HDC, SMP, Kolkata as per clause 5.9 of the Tender document.	XXXXX	XXXXX

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

Name:

Designation:

Date:

Seal

Witness:

Name (in block letters): -----

Address: - -----

-

Occupation: - -----

FORM OF TENDER (UNPRICED)

(To be submitted with Techno Commercial Bid)

To,
The Sr. Dy. Manager (I&CF),
Haldia Dock Complex

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

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

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

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

Dated:

(Signature of Bidder with Seal)

WITNESS :

Name of the Bidder :

Signature :

Address :

Name:
(In Block letters)

Address:

Occupation :

ANNEXURE - VI**CHECK LIST**

(TO BE FILLED- UP BY THE BIDDER)

1	Declarations a) The bidding firm has not been debarred / delisted by any Govt / Quasi Govt. / Public sector undertaking in India. b) The proprietor / partner(s)/ authorized signatory of the bidding firm is/are not associated with other firm bidding for the same work.	Declaration submitted	Yes / No
2	Application money towards cost of tender documents.	Deposited	Yes / No
3	Earnest Money	Deposited	Yes / No
4	Declaration as per Annex-I that no conditions / deviations have been added in Volume-II in the tender offer.	Submitted on company's letter head.	Yes / No
5	GST registration certificate.	Submitted	Yes / No
6	Valid Trade License.	Valid up to	
		Submitted	Yes / No
7	Professional Tax Clearance Certificate. / Upto date tax payment challan.	Valid up to	
		Submitted	Yes / No
8	Valid Employees' Provident Fund Account	Submitted	Yes / No
		Photo copy of latest payment challan of EPF submitted	Yes / No
9	ESI registration	Submitted	Yes / No
		Photo copy of latest payment challan of ESI submitted	Yes / No
10	Details of firm as per Bidder's Profile	Format fill-up	Yes / No
11	Concurrent Commitments of the Bidder	Format fill-up	Yes / No
12	Credential within seven years	i) Amount	
		ii) Amount	
		iii) Amount	
		Credentials as per pre-qualification criteria.	Yes / No
		Letter of award works and completion certificate from owners are enclosed.	Yes / No
13	Certified copies of audited balance sheet	i) Turnover amount and year	
		ii) Turnover amount and year	
		iii) Turnover amount and year	
		Certified by the CA / FA	Yes / No

Signature of the bidder with seal

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] 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 with Seal)

DETAILS OF ELIGIBLE EXPERIENCE
IN CASE THE TENDERER IS AN EXPORTER / IMPORTER

Past Experience of the Tenderer as per clause 3.2 of the tender document

Annual Throughput (in million tons)

	Details of location	April, 2022 - March, 2023	April, 2021 - March, 2022	April, 2020 - March, 2021
Single Entity	Location 1			
	Location 2			
	Location n			

Note: The tenderer shall submit documentary evidences from the port authority concerned in support of the details provided above. In this regard the tenderer shall provide the contact details of the persons concerned who have provided the certificates.

- Name of the contact person :
- Designation :
- Name of the Organization :
- Contact details :
- a) Address
- b) Fax
- c) Email
- d) Telephone No.
- e) Mobile Number:

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

Name:

Designation:

Date:

Seal

IN CASE THE TENDERER IS A TERMINAL OPERATOR / LIQUID CARGO PIPELINE OPERATOR

Past Experience of the Tenderer as per clause 3.2 of the tender document

Annual Throughput (in million tons)

	Details of location	April, 2022 - March, 2023	April, 2021 - March, 2022	April, 2020 - March, 2021
Single Entity	Location 1			
	Location 2			
	Location n			

Note –The tenderer shall submit documentary evidences from the port authority or importer / exporter concerned in support of the details provided above. For this, the tenderer shall also provide contact details of the port authority or importer / exporter concerned who have provided the certificate

- Name of the contact person :
- Designation :
- Name of the Organization :
- Contact details :
- a) Address
- b) Fax
- c) Email
- d) Telephone No.
- e) Mobile No.:

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

Name:

Designation:

Date:

Seal

DETAILS OF ELIGIBLE EXPERIENCE
IN CASE THE TENDERER IS AN ENGINEERING FIRM

The details of eligible experience may be given as per the following table duly substantiated by the documentary evidences as mentioned below-

Table 1
Details of executing project as per clause 3.2 of the tender document

SI No	Contract Reference No and the name of the organization where the work has been executed	Date of completion of the work	Value of the contract executed (in Rs.)

Note:

The tenderer shall submit copy of the Work Order and Work Completion Certificate to substantiate the details given above along with his Techno-Commercial Bid.

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

**Details of Financial Capability of the Tenderer
as per clause 3.2 of the tender document**

(In Rs. Crore)

Average Annual Financial Turn Over during the last 3 completed financial year ending on March, 2023 (in Rs.)	Net Worth at the end of the last financial year i.e. 2022-2023 (in Rs)
<ul style="list-style-type: none">• 2020-2021 -• 2021-2022 -• 2022-2023 -	

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

BRIEF REPORT ABOUT TENTATIVE DETAILS OF THE FLOATING PIPELINE SYSTEM AND OTHER INFRASTRUCTURE PROPOSED TO BE SUPPLIED, INSTALLED, OPERATED AND MAINTAINED AS PER CLAUSE 6.2.1 OF THE TENDER DOCUMENT.

- a) Make of the pipes:
- b) Details of the pontoons:
- c) Details of pigging apparatus:
- d) Details of other infrastructure to be provided:
- e) Modus operandi:
- f) Layout Plan: Please attach Layout plan with design and drawing:
- g) Manpower details:

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

Name:

Designation:

Date:

Seal

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

To,
The Board of Trustees
for the Port of Calcutta,

BANK GUARANTEE NO DATE

Name of Issuing Bank

Name of Branch

Address

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

2. We, Branch, Calcutta / Haldia, further agree that a mere demand by the Trustees at anytime and in the manner aforesaid, is sufficient for us, Branch, Calcutta / 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 contractor and no protest by the contractor, made either directly or indirectly or through Court, can be valid ground for us, Branch, Calcutta / Haldia, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. We, Branch, Calcutta / Haldia, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to

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

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

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

SIGNATURE

NAME

DESIGNATION

(Duly constituted attorney for and on behalf of)

BANK

BRANCH

KOLKATA / HALDIA
(OFFICIAL SEAL OF THE BANK)

**THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA
FORM OF AGREEMENT**

THIS AGREEMENT made this day of 20 between the Board of Trustees for the Port of Calcutta, a body corporate constituted by the Major Port Trust Act, 1963 (hereinafter called "Trustees" which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and (hereinafter called "the Contractor, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part WHEREAS the Trustees are desirous that certain Works should be executed/constructed, viz and have accepted a Tender / offer by the Contractor for the construction, completion and maintenance of such works NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words expressions shall have the same meanings 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 (If any).
 - e. The Conditions of Tender.
 - f. The Specifications.
 - g. The Bill of Quantities.
 - h. All Trustees' Schedule of rates & prices (if any).
 - i. All correspondences by which the contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the contractor hereby covenant with the Trustees to execute, complete and maintain the work in conformity in all respects with the provisions of Contract.
4. The Trustees hereby covenants to pay to the contractor in consideration of such execution construction, completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the contractor.

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

The Seal of _____ was hereunto affixed in the presence of:

Name: _____

Address: _____

OR

SIGNED SEALED AND DELIVERED

By the said _____

In the presence of:

Name: _____

Address: _____

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

Name: _____

Address: _____



SYAMA PRASAD MOOKERJEE PORT, KOLKATA

No.- FD-2154/ 89 /HR

Dated: 04-10-2023.

TRADE CIRCULAR

Sub: Notification of First Scale of Rates of Syama Prasad Mookerjee Port, Kolkata (SMPK) under the Major Port Authorities Act, 2021.

In exercise of powers conferred under Section 27(1) of the Major Port Authorities Act, 2021 read with Rule 6 of the Major Port Authorities (Fixation and Implementation of Scale of Rates, Fees and Conditions) Rules, 2021, the first Scale of Rates along with Conditionalities & Performance Standards of SMPK under the Major Port Authorities Act, 2021, approved by the Board of SMPK, has been notified under Part-II Extraordinary in the State Gazette on September 30, 2023.

Copy of said Notification in the State Gazette along with approved Scale of Rates is annexed herewith.

2. The Scale of Rates will be effective after expiry of 30 days from the date of aforesaid notification i.e., from **October 31, 2023** and will remain valid for three years from the date of notification (i.e. Upto September 29, 2026) subject to annual indexation as per the Scale of Rates.

3. The Board of SMPK has also approved for extension of validity of existing Scale of Rates along with Conditionalities and Performance standards of SMPK as well as rates for Licensing of land/sheds inside dock for transit storage of cargo at HDC prescribed under the Schedule of Rent **upto October 30, 2023**.

4. A separate Trade Circular in respect of Trade Promotional Schemes applicable after coming into effect of the first Scale of Rates of SMPK under MPA Act, 2021 is being issued.

5. The above is for information and record of all valued Port users / User Associations of SMPK.

Encls: As stated

**General Manager (Finance)
Haldia Dock Complex**

WB/Part-II/2023/01255



सत्यमेव जयते

The Kolkata Gazette

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Saturday, September 30, 2023

PART II - Advertisements, Notices

Notice

No legal responsibility is accepted for the publication of advertisements/ public notices in this part of the Kolkata Gazette. Persons notifying the advertisements/ publications will remain solely responsible for the legal consequences and also for any other misrepresentation etc.

By Order,
Public Enterprises &
Industrial Reconstruction Department
Government of West Bengal

THE KOLKATA GAZETTE, EXTRAORDINARY, September 30, 2023

Application for Publication of Public Notice

I SUBHRA KAMAL DHAR, son of DIPAK DHAR R/o FLAT 3A,45,DUM DUM PARK,KOLKATA- 700055, have been authorized by the SYAMA PRASAD MOOKERJEE PORT,KOLKATA to publish the Rules & Regulations as per the enclosed text matter.

It is certified that, I on behalf of SYAMA PRASAD MOOKERJEE PORT,KOLKATA have complied with all other legal requirements in this connection.



The information published in this Gazette Notification has been provided by me, this is true & correct to the best of my knowledge and belief.
If any legal issue arises in this regard at any stage, I shall be personally responsible for any consequences arising therefrom.

Printed and published by Sarvagya Press Ltd, Government of West Bengal Enterprise



SYAMA PRASAD MOOKERJEE PORT, KOLKATA

SCALE OF RATES

SYAMA PRASAD MOOKERJEE PORT, KOLKATA
SCALE OF RATES
GENERAL

S.1	<u>Short title of Commencement</u>
	The Scale of Tolls, Dues and Rates set out herein shall be called 'SCALE OF RATES' of the Syama Prasad Mookerjee Port, Kolkata, and charges shall be levied by Syama Prasad Mookerjee Port, Kolkata in terms of provisions of the Scale of Rates.
S.2	<u>Definition</u>
	In this Scale of Rates, unless the context otherwise requires, the following definitions shall apply.
	(i) 'Board' shall have the same meaning as assigned to it in the Major Port Authority Act, 2021
	(ii) 'Coastal Vessel' shall mean any vessel exclusively employed in trading between any Port or place in India to any other Port or place in India having a valid coastal license issued by the Director General of Shipping/ Competent Authority and/or any other vessel directed to be treated as 'Coastal' by Govt of India.
	(iii) 'Day' in respect of Kolkata Dock System shall mean the period starting from 6.30 am of a day and ending at 6.30 am on the next day. 'Day' in respect of Haldia Dock Complex shall mean the period starting from 6 am of a day and ending at 6 am on the next day.
	(iv) 'Demurrage' shall mean charges payable for storage of cargo within Port premises beyond free period as specified in the Scale of Rates and shall not include the cargo stored at the area allotted to a port user on license/lease basis for storage of cargo. Note: For storage of cargo at the areas allotted to any port user by SMPK on license /lease basis, provisions of Schedule of Rent as per rates mentioned in Part-V of the instant SOR shall apply during the entire period of occupation (i.e.till vacation) of the storage area by the port user.
	(v) 'Foreign Going Vessel' shall mean any vessel other than coastal vessel, Inland vessel,boat and flat.
	(vi) 'Full Container Load (FCL)' shall mean a container having cargo of a single Importer / Exporter.
	(vii) 'Haldia Dock Complex (HDC)' shall mean the Oil Jetties, Other Jetties, Wharves and Berths at Haldia and River Moorings at Haldia Anchorages.
	(viii) 'Hazardous-I' shall mean the cargo categorized as Hazardous-I in the list of HazardousCargo adopted by the Board from time to time.
	(ix) 'IWT Cargo'/ 'IWT Container' shall mean cargo/container, carried by Inland Vessel / barge/ boat/ flat through Inland Waterways but shall not include lighterage cargo/container.
	(x) 'Inland Vessel' shall mean any vessel registered as such under the provision of the Inland Vessels Act, 1917. Note: The charges leviable on 'Inland Vessels' will also be applicable on vessels operating through riverine route between Bangladesh and SMPK under protocol.
	(xi) 'Kolkata Dock System (KDS)' shall mean Netaji Subhash Dock, Kidderpore Dock, Sandhead, Saugor, River Anchorages, River Moorings, Budge-Budge Petroleum Wharves, Inland Vessel's Wharves and all other establishments of SMPK, excepting those specifically under Haldia Dock Complex.
	(xii) 'Syama Prasad Mookerjee Port, Kolkata (SMPK)' shall mean the corporate entity and will include Kolkata Dock System and Haldia Dock Complex.
	(xiii) 'Less than a Container Load (LCL)' shall mean a container having cargo of more than one Importer /Exporter.
	(xiv) 'Lighterage Cargo'/ 'Lighterage Container' shall mean cargo/ container which the foreign going vessel/coastal vessel off-load/load at any river anchorage/mooring/ virtual jetty/ Sandhead into/ from smaller vessels/ Barges.
	(xv) 'Month' shall mean 30 consecutive calendar days including holidays unless otherwise specified.
	(xvi) 'On Board handling Charges' shall mean charges on Cargo/ Commodity/ Article / Package/ Container for rendering on board services by the port in the form of supply of manpower for loading / unloading operation.
	(xvii) 'Overside Discharge/ Shipment' shall mean the operation of unloading/loading of cargo/container ex/into vessel working at berth/ jetty/ dock buoy without passing through the quay at the time of discharge/ shipment operation.

(xviii)	'Over Dimensional Container' shall mean a container carrying over dimensional cargo beyond the normal size of standard containers and/or needing special devices like slings, shackles, lifting beam, etc. Damaged Containers (including boxes having corner casting problem) and Container requiring special devices for lifting will also be classified as Over Dimensional Container.
(xix)	'Shore Handling Charges' shall mean charges on Cargo/ Commodity/ Article/ Package/ Container for rendering shore services by the port in the form of supply of labour with/without equipment for transportation of cargo from hook point to stacking point (including loading at hook point), unloading of the same at the stacking point and subsequent loading for delivery, or vice-versa and in case of mechanical receiving of cargo shall also include charges for tipping of wagon by Wagon Tippler.
(xx)	'Shut out' cargo shall mean export cargo left in the Port having not been shipped on board the vessel for which it was received in Port premises.
(xxi)	'TEU' shall mean Twenty Feet Equivalent Unit of container.
(xxii)	'Transhipment' shall mean transfer of cargo/container from a sea going vessel/barge to another sea going vessel/barge in the midstream or via shore for destination to other Port/Ports.
(xxiii)	'Wharfage' shall mean the basic dues recoverable on all Cargo/ Container landed or shipped or transhipped within the port limit and approaches or passing through the declared landing stage of the port, whether portage was provided by the port or not and shall include hooking/unhooking operation on shore, where necessary.
(xxiv)	'Week' shall mean 7 (seven) consecutive calendar days including holidays.
(xxv)	Except the terms explicitly defined hereinabove, all other terms used in this Scale of Rates will have the same definition as in the MPA Act, 2021 and the Indian Ports Act, 1908 as amended from time to time.
(xxvi)	Port limit of SMPK shall mean the area earmarked as limits of the Port of Kolkata and the navigable river and channels leading to the Port of Kolkata under the Notification No- G.S.R. 627 (E) dated 24 June 2016 issued by Central Government and published in the Gazette of India Extraordinary.
S.3	General Principles of Assessment:
(i)	The minimum weight/measurement chargeable shall be 1 tonne/1 CBM although the gross weight/measurement may be less than 1 tonne/1 CBM. In case where the charge is on weight basis and the gross weight is not an exact multiple of 100 Kgs, the same will be rounded off to the next higher multiple of 100 Kgs. Where the gross CBM includes decimals, the same should be rounded off to the next higher whole unit of CBM.
(ii)	Rates applicable for a period/unit other than weight shall be applicable to the part of a period / unit thereof.
(iii)	Unless otherwise specified, if port equipment is used for landing/shipment of cargo / container from/into vessel or for any other purpose by the vessel, equipment charges specified in Section 15.1 shall be levied.
(iv)	Cargo Related Charges shall be levied on the owners of the cargo or their Clearing and Forwarding Agents / Handling Agents except where specified otherwise, or in cases where Ship Owners/Steamer Agents agree to pay such charges. In case of Shipper's own container, the owners of the cargo or their Clearing and Forwarding Agents/ Handling Agents can also pay the charges.
(v)	All charges related to Load / Empty Containers including demurrage thereon shall be levied on Container Agents/ Main Line Operators (MLO). However, after de-stuffing or prior to stuffing, the cargo related charges, if any, shall be levied on the owner of the cargo or his Clearing & Forwarding Agent / Handling Agent.
(vi)	(a) Vessel related charges shall be levied on the Ship Owners /Steamer Agents. In case of vessels carrying cargo of a single Importer/exporter, the vessel related charges may also be paid by Importer/exporter, provided the ship owner/their agent authorizes the same. However, notwithstanding any such authorization by the Ship Owners, the responsibility to clear all vessel related dues of the Port including damage to the port property shall remain on the Ship Owners/Steamer Agents. Wherever rates have been denominated in US Dollar terms, the charge shall be recovered in Indian Rupees after conversion of US currency to Indian Rupee at the

			reference rate published by Reserve Bank of India or Financial Benchmarks (India) Pvt. Ltd. The date of entry of vessel into port limit shall be reckoned as the date for such conversion.
		(b)	Container related charges denominated in US dollar terms shall be collected in equivalent Indian Rupees based on the reference rate published by Reserve Bank of India or Financial Benchmarks (India) Pvt. Ltd. prevalent on the date of entry of the vessel into port limit in case of import containers; and on the date of arrival of the containers into port, in case of export containers.
	(vii)	(a)	The Vessel related charges for all Coastal vessels should not exceed 60% of the corresponding charges for other vessels.
		(b)	The cargo /container related charges for all Coastal cargo/containers, other than Thermal coal, POL including Crude oil, Iron Ore, and Iron Ore Pellets should not exceed 60% of the normal cargo/container related charges.
		(c)	In case of cargo related charges, the concessional rates should be levied on all the relevant cargo handling charges for ship-shore transfer and transfer from/to quay to/from storage yard including wharfage.
		(d)	In case of container related charges, the concession is applicable on composite box rate. Where itemized charges are levied, the concession will be on all the relevant charges for ship-shore transfer, and transfer from /to quay to/from storage yard as well as wharfage on cargo and containers.
		(e)	<p><u>Criteria for levy of Cargo Related Charges (CRC) at Concessional Coastal rate:</u></p> <p>(i). Foreign going Indian Vessel having General Trading License issued for 'worldwide and coastal' operation should be accorded applicable coastal rates with respect to Handling Charges (HC) i.e. ship to shore transfer and transfer from/ to quay to/ from storage yard including wharfage in the following scenario:</p> <p>(a) Converted to coastal run and carrying coastal cargo from any Indian Port and destined for any other Indian Port.</p> <p>(b) Not converted* to coastal run but carrying coastal cargo from any Indian Port and destined for any other Indian Port.</p> <p>* The Central Board of Excise and Customs Circular no.15/2002-Cus. dated 25 February 2002 allows carriage of coastal cargo from one Indian port to another port in India, in Indian flag foreign going vessels without any custom conversion.</p> <p>(ii). In case of a foreign flag vessel converted to coastal run on the basis of a License for Special Period or Voyage issued by the Director General of Shipping, and a Custom Conversion Order, the coastal cargo/container loaded from any Indian Port and destined for any other Indian Port should be levied at the rate applicable for coastal cargo/container.</p> <p>(iii). Coastal goods transported between an Indian port on east coast and another Indian port on west coast or vice versa, by a vessel through the territorial waters of Sri Lanka, whether or not calling any port in Sri Lanka in between and without change of vessel in terms Notification No.38/2018-Customs (N.T.) dated 11 May 2018 of Central Board of Indirect Taxes and Customs shall be eligible for concession in cargo related charges.</p> <p>(iv). Coastal goods transported between an Indian port on east coast and a river port in India or vice versa, by a vessel through a route passing through the Bangladeshi waters and without change of vessel in terms Notification No.38/2018-Customs (N.T.) dated 11 May 2018 of Central Board of Indirect Taxes and Customs shall be eligible for concession in cargo related charges.</p>
		(f)	The charges for coastal cargo / containers / vessels shall be denominated and collected in Indian Rupee.

	(viii)	In all cases where charges are levied in US Dollar terms, the exchange rate shall be reviewed once in every 30 days from the date of applicable exchange rate adopted initially in respect of storage charge for containers staying inside the Port for more than 30 days or in respect of vessel related charges for vessels staying in the Port for more than 30 days. In such cases, the basis of billing shall change prospectively with reference to the appropriate exchange rate prevailing at the time of review.
	(ix)	Samples, Catalogues and other articles for which Shipping Companies charge no freight and on which no Customs duty is payable, diplomatic mail bags, crew baggage and all goods meant for SMPK's use shall be exempted from payment of all cargo related charges.
	(x)	No charge shall be levied on stores/ provisions supplied on board SMPK crafts/ vessels.
	(xi)	No demurrage shall be charged for the days during which delivery cannot be effected due to strike by the Port employees provided the concerned Importer or his Authorized Agent files the complete delivery documents on payment of all Port charges prior to commencement of the strike.
	(xii)	(a) Berth hire charge shall stop 4 hours after the time of the vessel's signaling its readiness to sail. The time limit prescribed for cessation of berth hire charge shall exclude the ship's waiting time for want of favourable tidal conditions or on account of inclement weather or due to absence of night navigation facilities or non-acceptance of the vessel by HDC.
		(b) There shall be penal berth hire equal to berth hire charge of one day for a false signal.
	(xiii)	Interest on delayed payments / refunds:
	(a)	The user shall pay penal interest on delayed payments under this Scale of Rates. Likewise, SMPK shall pay penal interest on delayed refunds.
	(b)	The rate of penal interest will be 15 % p.a. The penal interest rate will apply to both the SMPK and the port users equally.
	(c)	The delay in refunds will be counted beyond 20 days from the date of completion of services or on production of all the documents required from the users, whichever is later.
	(d)	The delay in payments by the users will be counted beyond 10 days after the date of raising the bills by SMPK. This provision shall, however, not apply to the cases where payment is to be made before availing the services / use of Port Authority's properties as stipulated in the Major Port Authorities Act and / or where payment of charges in advance is prescribed as a condition in this Scale of Rates.
	(xiv)	Before classifying any cargo under "unspecified category" under the Wharfage schedule, the relevant Customs classification should be referred to find out whether the cargo could be classified under any of the specific categories mentioned in the wharfage schedule.
	(xv)	(a) <u>System of classification of vessel for levy of Vessel Related Charges (VRC)</u> (i). A foreign going vessel of Indian flag having a General Trading License can convert to 'coastal run' on the basis of a Customs Conversion Order. Such vessel that converts into 'coastal run' based on the Customs Conversion Order at her first port of call in Indian Port, no further custom conversion is required, so long as it moves on the Indian Coast. (ii). A Foreign going vessel of foreign flag can convert to 'coastal run' on the basis of a Licence for Specified Period or Voyage issued by the Director General of Shipping and a custom conversion order.

	(b)	<p><u>Criteria for levy of Vessel Related Charges (VRC) at Concessional Coastal rate and foreign rate</u></p> <p>(i) In cases of such conversion as set forth in Para 3.(xv) (a) above, coastal rates shall be chargeable by the load port from the time the 'converted vessel' starts loading coastal goods.</p> <p>(ii) In cases of such conversion as set forth in Para 3.(xv) (a) above, coastal rates shall be chargeable till the vessel completes discharging operations at the last call of Indian Port. Immediately thereafter, foreign going rates shall be chargeable by the discharge ports.</p> <p>(iii) For dedicated Indian coastal vessels having a Coastal license from the Director General of Shipping, no other document will be required to be entitled to coastal rates.</p> <p>(iv) Coastal goods transported between an Indian port on east coast and another Indian port on west coast or vice versa, by a vessel through the territorial waters of Sri Lanka, whether or not calling any port in Sri Lanka in between and without change of vessel in terms Notification No.38/2018-Customs (N.T.) dated 11 May 2018 of Central Board of Indirect Taxes and Customs shall be eligible for concession in vessel related charges.</p> <p>(v) Coastal goods transported between an Indian port on east coast and a river port in India or vice versa, by a vessel through a route passing through the Bangladeshi waters and without change of vessel in terms Notification No.38/2018-Customs (N.T.) dated 11 May 2018 of Central Board of Indirect Taxes and Customs shall be eligible for concession in vessel related charges.</p> <p>(vi) (a) As per Clause 6 of the Standard Operating Procedure (SOP) for operation of Indo-Bangladesh Coastal Shipping Agreement (given below), the vessels entering into India from Bangladesh under the Coastal Shipping Agreement between India and Bangladesh are not to be treated as foreign going (FG) vessels.</p> <p>(b) Port and other charges:</p> <p>(i) Port dues to be levied by the Major Port Authority on the entry of vessels of the Republic of Bangladesh into India under the Coastal Shipping Agreement between the two countries and engaged in inter country trade, will be treated as domestic vessel engaged in coastal shipping and not as Foreign Going (FG) vessels.</p> <p>(ii) The Major Port Authority shall levy charges for conservancy, Pilotage and other specific services also on the vessels of the Republic of Bangladesh at par with those charged from the coastal vessels. The charges will be determined with reference to cargo carrying capacity of the vessels, as applicable to coastal vessel engaged in coastal shipping.</p> <p>Note:</p> <p>1) Provisions prescribed at (vi) above will be governed by Standard Operating Procedure (SOP) for operation of Indo-Bangladesh Coastal Shipping Agreement.</p>
	(xvi)	For all types of cargo, cargo related charges shall be levied on the gross weight of the consignment.
	(xvii)	For the purpose of charging, Shipper's Own Containers will be at par with the rates that of Marine Freight Containers.
	(xviii)	Users will not be required to pay charges for delays beyond a reasonable level attributable to SMPK.

	(xix)	(a)(i)	Wherever a specific tariff for a new service/cargo/equipment/facility is not available in the notified Scale of rates of SMPK and it is required to handle such cargo / provide service within short notice, SMPK may adopt the tariff and performance standards, if any, fixed for comparable cargo / equipment / service in any Major Port or apply an ad-hoc tariff/rate in consultation with the concerned user/s till the final rate is notified by SMPK in the State Gazette.
		(ii)	Wherever a specific tariff for a new service/cargo/equipment/facility is not available in the notified Scale of rates of SMPK and it is required to notify the rates in normal course, then SMPK may adopt the tariff and performance standards, if any, fixed for comparable cargo/equipment/service in any Major Port.
		(iii)	If there is no rate available in any other Major Port Authority or if the rate available is not representative enough of the proposed new cargo/service/facility, then SMPK may fix the tariff for the said new cargo / service /equipment /facility with reference to optimal capacity assessed or based on rated capacity or technical specification of service / facility / equipment.
		(iv)	If determination of tariff based on the above prescribed options is not possible, then SMPK after giving sufficient reasons may notify the rates based on cost plus 16%return formula or such rate of return as may be prescribed by the MoPSW or determine the tariff based on its commercial judgement.
		(b)	Such rate for use of new cargo/equipment/facility or a new service may be fixed by SMPK at least 60 days prior to the expected date of commissioning of the new cargo / facility or a new service.
		(c)	An Ad-hoc tariff / rate may be applied by SMPK in the interim period for a maximum period of three months based on approach outlined in (xix)(a)(i) above and in consultation with the concerned user till the final rate is notified by SMPK in the State Gazette.
	(xx)	(a)	The rates prescribed in this Scale of Rates are ceiling levels; likewise, rebates and discounts prescribed are floor levels. SMPK may, if it so desires, charge lower rates and/ or allow higher rebates and discounts.
		(b)	SMPK may also, if it so desires, rationalize the prescribed conditionality governing the application of rates prescribed in the Scale of Rates if such rationalization gives relief to the user in rate per unit and the unit rates prescribed in the Scale of Rates do not exceed the ceiling levels.
		(c)	Provided that SMPK should notify the public such lower rates and / or rationalization of the conditionality governing the application of such rates and continue to notify the public any further changes in such lower rates and / or in the conditionality governing the application of such rates provided the new rates fixed shall not exceed the rates notified by the Board
	(xxi)		Taxes, Duties, etc. as may be levied by the State or Central Govt. or any legal / Statutory Authority from time to time, shall have to be paid extra.
	(xxii)		The Board shall, in respect of the Stevedoring & Shore Handling License issued by it, charge a royalty on percentage basis of the ceiling tariff, the rate of which will be fixed by the Board of SMPK from time to time.
	(xxiii)		<u>ANNUAL ESCALATION (Except for SOR prescribed under Part – X)</u>
		(a)	The SOR (except Part – X) will be automatically indexed annually to inflation to the extent of 60% of variation in the Whole Sale Price Index (WPI) as communicated by Indian Ports Association (IPA) or any other Competent Authority decided by the Government based on average of monthly Whole Sale Price Index (WPI) for all the commodities from January to December announced by the Ministry of Commerce and Industry under the Government of India. The Major Port Authority would, however, be entitled to indexation in tariff at 100% variation in WPI communicated by Indian Ports Association (IPA) or any other Competent Authority decided by the Government instead of 60% variation in WPI on achievement of Performance Standards prescribed in below by either of KDS or HDC or both. The indexed rate will be applicable from 1 st May every year.

		<p>In case any dock system is able to achieve the performance standard set for it and the other does not, then the dock system which is able to achieve the performance standard set for it would be eligible for the automatic annual indexation @ 100% of variation in WPI while the dock system which is not able to achieve the performance standard set for it would be eligible for annual indexation @60% of variation of WPI..</p> <p>In case any Dock System achieves the benchmark for any one or for more than one activity but is not able to achieve the performance standard set for other activities, the concerned dock system would be eligible for the automatic annual indexation @ 100% variation in WPI of the activity against which it is able to achieve the performance benchmark and @ 60% variation in WPI for the other activities.</p>																								
	(b)	<p>The port should declare the Performance Standards achieved by it annually for the period 1 January to 31 December vis-à-vis the Performance Standards committed by the port as to the Authority Board / IPA. If the Performance Standards as notified by the Authority are achieved by the port, then the port will automatically index the SOR as per clause-3 (xxiii) (a) above at 100% of WPI announced by the IPA or any other Competent Authority decided by the Government and apply the indexed SOR w.e.f. 1 May of the relevant year. The SOR indexed by the SMPK to be intimated by the port to the concerned users and to the IPA or any other Competent Authority decided by the Government</p>																								
	(xxiv)	<p>PERFORMANCE STANDARDS:</p> <p>SMPK will endeavour to maintain the following performance standards during the validity of this Scale of Rates:</p> <table border="1"> <thead> <tr> <th>1</th> <th>CARGO RELATED SERVICES</th> <th>KDS</th> <th>HDC</th> </tr> </thead> <tbody> <tr> <td>(a)</td> <td>Average Ship Berth Day Output (In tonnes)</td> <td>4045</td> <td>9758</td> </tr> <tr> <td>(b)</td> <td>Average moves per hour (in TEUS) in respect of containers</td> <td>21</td> <td>19</td> </tr> <tr> <td>2</td> <td>VESSEL RELATED SERVICES</td> <td></td> <td></td> </tr> <tr> <td>(a)</td> <td>Average Turnaround Time of Vessels (in days)</td> <td>3.37</td> <td>3.12</td> </tr> <tr> <td>(b)</td> <td>Average Pre-berthing Time of Vessels (in days)</td> <td>0.66</td> <td>2.51</td> </tr> </tbody> </table>	1	CARGO RELATED SERVICES	KDS	HDC	(a)	Average Ship Berth Day Output (In tonnes)	4045	9758	(b)	Average moves per hour (in TEUS) in respect of containers	21	19	2	VESSEL RELATED SERVICES			(a)	Average Turnaround Time of Vessels (in days)	3.37	3.12	(b)	Average Pre-berthing Time of Vessels (in days)	0.66	2.51
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(b)	Average Pre-berthing Time of Vessels (in days)	0.66	2.51																							
	(xxv)	<p>Damage to Port Property: If, through the negligence of any person having the guidance or command of any vessel, or of any of the mariners or persons employed on such vessel, any damage is caused to any dock, wharf, quay, mooring, stage, jetty, pier or other work in the possession of any Board or any movable property be belonging to any Board, the amount of such damage shall be recoverable, together with the cost of such recovery, from the owner and/or agent appointed by the owner of vessel.</p>																								

PART - X

CHARGES FOR AUTHORISED SERVICE PROVIDERS

Sl.No.	Subject	Section	Page Number
1.	Tariff for the floating pipeline handling facilities for unloading edible oil from vessels berthed at berth No.6/ off 6/ 7/ off 7.	Section - 1	71
2.	Tariff for the transloading facility to be set up for handling of dry bulk cargo at Haldia Dock Complex (HDC) of SMPK	Section - 2	71 - 73
3.	Cargo Transfer Charge by Floating Crane by Authorized Service providers of HDC:	Section - 3	73 - 74
4.	Upfront tariff for Stevedoring and Shore Handling Operations at KDS and HDC	Section - 4	74 - 75
5.	Mandatory User Charge on Containers:	Section - 5	75
6.	Cargo Transfer Charge by Floating Crane by Authorized Service providers of KDS:	Section - 6	75 - 76
7.	Usage charges for 16" dia Pipeline between Haldia Oil Jetty (HOJ) – III to Finger Jetty at Haldia Dock complex (HDC) of SMPK:	Section - 7	76 – 77
8.	Tariff Schedule for operating rail wagon loading gantry for LPG on common user basis at Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata	Section - 8	77 – 78

Section-1: Tariff for the floating pipeline handling facilities for unloading edible oil from vessels berthed at berth No.6/ off 6/ 7/ off 7.

(a) The definition of 'Edible oil': "Edible Oil' means PLMOC, SBO, SOYA OIL etc. (both crude and refined)."

(b) **Charges for Handling of Edible Oils by Floating Pipeline Handling Facilities from the Vessels berthed At Berth No. 6/ Off 6/ 7/ Off7:**

Commodity	Unit Rate in ₹ per Metric Tonne	
	Foreign	Coastal
Edible Oil (Crude /Refined)	3.52	2.11

Notes:

The Cargo handling charges prescribed here is a composite charge for:

- i. bringing the Floating Pipeline in position from the parked position and connecting the Floating Pipeline with the ship manifold and manifold of the importer onshore
- ii. Opening of associated valves
- (c) Sustenance of the pipeline during pumping of the cargo
- (d). De-latching of the pipe manifold both at ship side and shore side after completion of cargo discharge
- (e). Cleaning of pipeline with pigging operation together with injection of compressed air by running compressor after completion of discharge of each type of liquid cargo through the Floating Pipeline so as to receive multi grade liquid cargo in the same pipeline of same / different importer.
- (f). All consequential operations pertaining to cleaning of spilled/ contamination of liquid cargo, if any.

This composite charge also includes supply of labour and/ or equipment wherever necessary and all other charges not specifically prescribed in the Scale of Rates."

Section-2.: Tariff for the transloading facility to be set up for handling of dry bulk cargo at Haldia Dock Complex (HDC) of SMPK.

(i). The definition of 'Transloading Point':

"Transloading Point' shall mean the area notified under the limits of Paradip Port Trust, presently comprising radius of 2 nautical miles around a position earmarked by Lat 20 08 12" N Long 087 14 00" E, to be used exclusively for transloading operations."

(ii). Marine Charges on Mother Vessels:

Charges to be levied by the Service Provider on the Mother Vessels calling at the Facility against provision of required marine related services like tug assistance, fenders as well as for providing conservancy services at the Transloading points.

Sl. No.	Description of vessel	Rate in ₹ per GRT
1.	Vessel engaged in Foreign trade	30.39
2.	Vessel engaged in Coastal trade	18.23

Transloading Charge:

Sl. No.	Commodity	Rate in ₹ per Metric Tonne	
		Foreign	Coastal
(1)	Thermal Coal /Iron Ore	214.57	214.57
(2)	All Other Dry Bulk Cargo	214.57	128.74

Notes:

- (a). The charges prescribed is a composite charge for unloading of the cargo from the mother vessel and transfer of the same to a daughter vessel directly or unloading the cargo from the mother vessel to Transloader first and subsequently loading of the same from transloader to a daughter vessel, or vice versa in case of export, including stevedoring and all other allied services.
- (b). The charge will be applicable for transloading operation in the 'Transloading Point' as well as any other area of SMPK and shall be applicable on the quantity transloaded, as determined through the Draft Survey Report.
- (c). The prescribed rate is the base rate for achieving minimum level of productivity of 26000 tonnes per day to be computed as per the formula provided in the License Agreement. The productivity wise slab rates shall be as follows: -

(₹ per MT)

Average Rate of Transfer of Cargo between mother vessel and Transshipper/ daughter vessel	Ceiling Rate for Iron Ore, Thermal Coal and other Foreign Cargo	Ceiling Rate for Coastal Cargo (Other than Iron Ore and Thermal Coal)
20000-21999	208.13	124.88
22000-23999	210.27	126.17
24000-25999	212.42	127.45
26000	214.57	128.74
26001-28000	215.64	129.38
28001-30000	216.71	130.03
30001-32000	217.78	130.67

Note: The Average rate of transfer of cargo between mother and Transshipper / daughter vessel will be calculated by the formula.

$$\frac{\text{Total cargo transferred between OGV and the Transshipper and / OR between OGV and daughter vessel} \times 24}{\text{Cargo Transfer Time (In Hours)}}$$

Cargo Transfer time (in hours) [CTT].	
(a).	The CTT will be calculated on the basis of Statement of Facts to be signed by the Master of the mother vessel or its agent. The SoF will mention the time to be considered for computation of cargo transfer rate.
(b).	To calculate the ceiling rates for performance below 26000 tonnes as shown above, the base rate was reduced by 1% for first two thousand tonnes and or the 2 nd two thousand tonnes the rate was reduced by 2 % of the base rate. The rate for third thousand tonnes was arrived by reducing the base rate by 3%. Likewise, performance below 20000 tonnes per WWD shall be calculated by reducing the base rate accordingly.
(c).	The same methodology shall also be adopted to calculate the incremental ceiling rate beyond 26000 tonnes with the change that in such case the base rate is increased by 0.5% for first two thousand tonnes, 1% for 2 nd two thousand tonnes and 1.5% for the third two thousand tonnes. The same methodology shall be adopted to calculate the rate beyond 32000 tonnes.
(d).	A fee, as would be notified by TAMP from time to time, will be levied on the cargo transloaded from to the mother vessel at the 'Transloading Point' under the limits of PPT, for remittance of the same to Paradip Port. The said fee will be levied on the cargo transloaded from/to the mother vessel only, as determined by the Draft Survey Reports. The present rate of the fee is ₹10.00 per MT as per notification of TAMP vide G. No. 226 dated 25 July 2014.
(e).	For facilities like Fresh Water Supply to the mother vessel, which the Service Provider may have to arrange by sourcing the same from SMPK; the Service Provider will be entitled to recover the actual cost of same paid by them to SMPK.

(f).	The Tariff will be indexed to inflation but only to an extent of 60% of the variation in Wholesale Price Index (WPI) occurring between 1 April 2014 and 1 January of every succeeding year. Such automatic adjustment of Tariff will be made every year and the adjusted tariff cap will come into force from 1 April of the relevant year to 31 March of the following year."
(g)	The rates approved will come into effect after expiry of 30 days from the date of notification of the Order in the Gazette of India and shall remain in force for a period of ten years (i.e. Upto 27 th February 2025) , subject to indexation, as explained earlier.

Section 3: Cargo Transfer Charge by Floating Crane by Authorized Service providers of Haldia Dock Complex (HDC):

SI No	Commodity	Unit	Rate in ₹	
			Foreign	Coastal
(1)	Dry Bulk Cargo	Per Metric Tonne	129.33	77.60
(2)	Other than Dry Bulk Cargo		227.84	136.70
Notes	(i)	The charges prescribed above is a composite charge for unloading of the cargo from the mother vessel and transfer of the same to a vessel/ Barge directly in case of import or vice versa in case of export, including stevedoring & all other allied services. The charge will be applicable for the floating crane operation in the location of setting up of floating crane facility as well as any other deep drafted area within SMPK limit and shall be applicable on the quantity unloaded/ loaded by use of the Floating Crane, as determined through the Draft Survey Report.		
	(ii)	The anchorage charge for vessels as well as wharfage and other levies applicable for handling cargo at the Anchorages shall be paid by the Vessel owner/ cargo interest separately to Syama Prasad Mookerjee Port, Kolkata, as per Scale of Rates of SMPK time being in force.		
Performance Linked Tariff:				
The prescribed rate is the base rate for achieving minimum level of cargo transfer rate of 7920 tonnes per day to be computed as per the formula provided in the Licence Agreement. The productivity wise slab rates shall be as follows:				
For Dry Bulk Cargo: (Rate in ₹ per MT)				
Performance Standard in tons		Foreign	Coastal	
8501-9000		135.88	81.53	
7921-8500		132.56	79.54	
7920		129.33	77.60	
7919-7500		126.10	75.66	
7499-7000		122.94	73.77	
For other Cargo: (Rate in ₹ per MT)				
Performance Standard in tons		Foreign	Coastal	
4726-5225		239.37	143.62	
4225-4725		233.54	140.12	
4224		227.84	136.70	
4223-3725		222.14	133.29	
3724-3225		216.59	129.95	

	<p>Note: To calculate the ceiling rates for performance below 7920 tonnes (for Dry Bulk cargo) and 4224 tonnes (for other Cargo) per WWD as shown above, the base rate was reduced by 2.5% for first five hundred tonnes and for the 2nd five hundred tonnes the rate was reduced by 5% of the base rate. Likewise, performance below 7000 tonnes (for dry bulk cargo) and 3225 tonnes (for other cargo) per WWD shall be calculated by reducing the base rate accordingly.</p> <p>The same methodology shall also be adopted to calculate the incremental ceiling rate beyond 7920 tonnes (for Dry Bulk cargo) and 4224 tonnes (for other Cargo) per WWD and in such case the base rate is increased by 2.5% for first five hundred tonnes, 5% for 2nd five hundred tonnes over the base rate. The same methodology shall be adopted to calculate the rate beyond 9000 tonnes (for dry bulk cargo) and 5225 tonnes (for other cargo) per WWD.</p> <p>The Cargo Transfer Rate shall be computed on WWD basis as per the following formula:</p> <p>Total cargo transferred between mother vessel and the barges / daughter vessels x 24 Cargo Transfer Time (in hours)</p> <p>Immediately after completion of cargo transfer operations, and before the sailing of the Mother Vessel (OGV) from the Transfer Point, Statement of Facts shall be made out duly signed by Master of the Mother Vessel (OGV) and the authorized representatives of the Licensee's Floating Crane and Barge / Daughter Vessel and shall be distributed at the transfer point amongst the following concerns:</p> <p>a) Master of the vessel / agents of the vessel. b) Representative of Licensee c) Representative of the barge / daughter vessel. d) The consignee / consigner, if so desires, may also depute their agents / representatives for signing of the SOF.</p> <p>The Cargo Transfer Time for the purpose of assessment of performance standard of the Floating Crane arrangement to fulfil the provisions of the Scale of Rates of the Floating Crane Charges shall be strictly calculated on the basis of SOF duly signed by the above said parties.</p>
	<p>The tariff caps will be indexed to inflation but only to an extent of 60% of the variation in Wholesale Price Index (WPI) occurring between 1 January 2016 and 1 January of the relevant year. Such automatic adjustment of tariff caps will be made every year and the adjusted tariff caps will come into force from 1 April of the relevant year to 31 March of the following year.</p>
	<p>The rates approved will come into effect after expiry of 30 days from the date of notification of the Order passed in the Gazette of India and shall remain in force for a period of fifteen years (i.e. up to 16th June 2031), subject to indexation, as explained above.</p>

Section-4: Upfront tariff for Stevedoring and Shore Handling Operations

(i) Upfront tariff for Stevedoring and Shore Handling Operations at Haldia Dock Complex (HDC):

Upfront Tariff for Stevedoring and Shore Handling Agents working at Haldia Dock Complex, who will be issued license for undertaking such work under Kolkata Port Trust (Stevedoring and Shore Handling License) Regulations, 2020, as approved by the Board of SMPK or any revision thereof notified by the Board of SMPK Authority.

(ii) Upfront tariff for Stevedoring and Shore Handling Operations at Kolkata Dock System (KDS):

Upfront Tariff for Stevedoring and Shore Handling Agents working at Kolkata Dock System, who will be issued license for undertaking such work under Kolkata Port Trust (Stevedoring and Shore Handling) Regulations, 2020 will be governed by the rates revised by the Board of SMPK vide Gazette Notification No. 519 dated 23.12.2021 or any revision thereof notified by the Board of SMPK Authority.

(iii). **Upfront tariff for Stevedoring and Shore Handling operations at Anchorage/ Ligherage/Top up Points and Barge handling at Haldia DockComplex (HDC) of SMPK;**

Upfront Tariff for Stevedoring and Shore Handling Agents working at Haldia Dock Complex, who will be issued license for undertaking such work under Kolkata Port Trust (Stevedoring and Shore Handling License) Regulations, 2020, as approved by the Board of SMPK or any revision thereof notified by the Board of SMPK Authority.

Section-5: Mandatory User Charge on Containers:

The levy of Mandatory User Charge (MUC) on containers for the Logistics Data Bank Service to be rendered by Delhi-Mumbai Industrial Corridor Development Corporation would be governed by the notification of Tariff Authority for Major Ports vide G.No-420 dated 28th September 2021, valid upto 27th October 2024.

Section 6: Cargo Transfer Charge by Floating Crane by Authorized Service providers of Kolkata Dock System (KDS):

SI No	Commodity	Unit	Rate in ₹	
			Foreign	Coastal
(1)	Dry Bulk Cargo	Per Metric Tonne	219.18	131.51
(2)	Containers	Per TEU	3562.31	2137.39
Notes				
(i)	<p>The charges prescribed above is a composite charge for unloading of the cargo/ container from the mother vessel and transfer of the same to a vessel/ Barge directly in case of import or vice versa in case of export, including stevedoring & all other allied services.</p> <p>The charge will be applicable for the floating crane operation in the location of setting up of floating crane facility as well as any other deep drafted area within SMPK limit and shall be applicable on the quantity unloaded/ loaded by use of the Floating Crane, as determined through the Draft Survey Report. Incase of handling of containers, the no. of containers in TEUs will be taken.</p>			
(ii)	<p>The anchorage charge for vessels as well as wharfage and other levies applicable for handling cargo at the Anchorages shall be paid by the Vessel owner/ cargo interest separately to Syama Prasad Mookerjee Port, Kolkata, as per Scale of Rates of SMPK being in force.</p>			
Performance Linked Tariff:				
<p>The prescribed rate is the base rate for achieving minimum level of cargo transfer rate of 7920 tonnes per day to be computed as per the formula provided in the Licence Agreement. The productivity wise slab rates shall be as follows:</p>				
For Dry Bulk Cargo: (Rate in ₹ per MT)				
Performance Standard in tonnes		Foreign	Coastal	
8421-8920		230.14	138.09	
7921-8420		224.66	134.79	
7920		219.18	131.51	
7919-7420		213.70	128.22	
7419-6920		208.22	124.93	
For Containers: (Rate in ₹ per TEU)				
Performance Standard in TEUs		Foreign	Coastal	
581-680		3740.43	2244.26	
481-80		3651.37	2190.82	

480	3562.31	2137.39
479-380	3473.26	2083.95
379-280	3384.19	2030.52

Note:

To calculate the ceiling rates for performance below 7920 tonnes (for Dry Bulk cargo) and 480 TEUs (for Container) per WWD as shown above, the base rate was reduced by 2.5% for first five hundred tonnes and for the 2nd five hundred tonnes the rate was reduced by 5% of the base rate and for containers, the base rate was reduced by 2.5% for first one hundred T E U s and for the 2nd one hundred TEUs the rate was reduced by 5% of the base rate. Likewise, performance below 6920 tonnes (for dry bulk cargo) and 280 TEUs (for container) per WWD shall be calculated by reducing the base rate accordingly.

The same methodology shall also be adopted to calculate the incremental ceiling rate beyond 7920 tonnes (for Dry Bulk cargo) and 480 TEUs (for Container) per WWD and in such case the base rate is increased by 2.5% for first five hundred tonnes, 5% for 2nd five hundred tones over the base rate and for containers the base rate was increased by 2.5% for first one hundred T E U s and for the 2nd one hundred TEUs the rate was increased by 5% of the base rate. The same methodology shall be adopted to calculate the rate beyond 8920 tonnes (for dry bulk cargo) and 680 TEUs (for container) per WWD.

The Cargo Transfer Rate shall be computed on WWD basis as per the following formula:

Total cargo/ container transferred between mother vessel and the barges
/daughter vessels x 24
Cargo/ Container Transfer Time (in hours)

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

- Master of the vessel / agents of the vessel.
- Representative of Licensee
- Representative of the barge / daughter vessel.
- The consignee / consigner, if so desires, may also depute their agents / representatives for signing of the SOF.

The Cargo/ container Transfer Time for the purpose of assessment of performance standard of the Floating Crane arrangement to fulfil the provisions of the Scale of Rates of the Floating Crane Charges shall be strictly calculated on the basis of SOF duly signed by the above said parties.

The tariff caps will be indexed to inflation but only to an extent of 60% of the variation in Wholesale Price Index (WPI) occurring between 1 January 2019 and 1 January of the relevant year. Such automatic adjustment of tariff caps will be made every year and the adjusted tariff caps will come into force from 1 April of the relevant year to 31 March of the following year.

The rates approved will come into effect after expiry of 30 days from the date of notification of the Order passed in the Gazette of India and shall remain in force for a period of fifteen years (i.e. Upto 15th January 2035), subject to indexation, as explained above.

Section – 7: Usage charges for 16” dia Pipeline between Haldia Oil Jetty (HOJ) – III to Finger Jetty at Haldia Dock complex (HDC) of SMPK:

- The definition of “Edible oil”. “Edible oil” means PLMOC, SBO, SOYA OIL etc. (both crude and refined).

(ii). **Charges for handling of edible oil through common user 16” dia edible oil pipelines from 3rd oil jetty to finger jetty:**

Sl.No.	Commodity	Rate in ₹. Per MT
1.	Pipeline usage charges	28.00

(iii). **The Performance Standard for handling the edible oil is 300 tonnes per hour.**

The tariff will be indexed to inflation but only to an extent of 60% of the variation in Wholesale Price Index (WPI) occurring between 1 April 2014 and 1 January of every succeeding year. Such automatic adjustment of Tariff will be made every year and the adjusted tariff cap will come into force from 1 April of the relevant year to 31 March of the following year.”

Section – 8: Tariff Schedule for operating rail wagon loading gantry for LPG on common user basis at Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata

I. Definitions:

In the Scale of Rates (SOR) unless the context otherwise requires, the following definitions shall applied: -

- (i). LPG Loading means receiving LPG in common manifold inside leased premises, transferring it through pipeline(s) to the loading gantry for loading on to rakes and dispatch of the rakes. LPG loading does not constitute storage.
- (ii). Rake means a railway rake consisting about 32 LPG wagons each with a capacity to carry about 36.5 Tonne per LPG wagon.
- (iii). Tariff specified in this SOR refers only for the service of providing the pipeline and the loading facility by the LPG loading gantry. It does not include the terminal and haulage charges.
- (iv). Date of Commercial Operation (CoD) means the date on which the first LPG rake is handled at the siding.

II. Charges for bulk loading at the railway siding:

Charges for bulk LPG loading at the railway siding	₹'599.50 per Tonne
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Notes:

- (i). Time taken for handling a rake for the purpose of evaluation of Performance Standards is “Time taken from positioning of the rake at the terminal, loading of cargo into wagons and making the rake ready for drawing out”.
- (ii). “Tonne” means a quantity of 1,000 Kgs., or part thereof
- (iii). The services offered at the terminal include (a) providing connectivity to the pipeline of the terminal to the pipeline of users (b) providing loading connectivity of the gantry to each tank wagon (c) Disconnecting the pipeline of the terminal to the pipeline of users.

III. Performance Standards:

Activity	Performance Standard
Time taken from positioning of wagons at loading points till making the rakes ready for drawing out after loading	10 Hrs.

The terminal operator is to ensure the above standards for all the rakes handled by it at all times. Calculation of performance shall be as per the Notes given in this SOR.

IV. General Notes:

- (i). The Tariff will be indexed to inflation but only to an extent of 60% of the variation in Wholesale Price Index (WPI) occurring between 1 January 2021 and 1 January of the relevant year. Such automatic adjustment of Tariffs will be made every year and the adjusted tariff caps will come into force from 1st May of the relevant year to 30th April of the following year:
- (ii). From the date of Commercial Operation (CoD) till 30th April of the following year, the tariff would be limited to the indexed Tariff relevant to that year, which would be the ceiling.

However, the Terminal operator will be free to propose a tariff along with performance standards from the second year onwards, over and above the indexed tariff for the relevant financial year.

The proposal of tariff shall be submitted to the Authority as decided by the MoPSW along with a certificate from a Chartered Engineer to the appointed by the Terminal Operator for the purpose, indicating the achievement of Performance Standard as incorporated in this SoR in the previous 12 months or for the actual number of months of operation in the relevant year of operation, as the case may be.

- (iii). In the event of failure by the terminal operator to load the cargo within the period specified in the performance standard for reasons attributable to the terminal operator, the consequent demurrage incurred by the user (if any) is to be compensated by the terminal operator to the user.
- (iv) The said provision shall come into effect when the facility of the Railway Wagon Gantry for handling LPG comes into operation at HDC of SPMP and shall remain valid for a period of 30 years thereon, subject to automatic annual indexation.

FORMAT FOR SUBMISSION OF PRICE BID
[TO BE SUBMITTED SEPARATELY IN THE PRESCRIBED FORMAT ELECTRONICALLY DURING SUBMISSION OF OFFER]

Sl. No.	Item	Percentage in Figure	Percentage in Word
1	Percentage of the revenue to be shared with HDC, SMP, Kolkata as per clause 5.9 of the Tender document.		

General Conditions of Contract Forms and Agreements

**Sanctioned by the Trustees under Resolution No. 92 of the
6th Meeting held on 27th May, 1993**

**Including Addendum Sanctioned by the Trustees Meeting
held on July, 2014**

**SYAMA PRASAD MOOKERJEE PORT, KOLKATA
Formerly KOLKATA PORT TRUST
KOLKATA DOCK SYSTEM
& HALDIA DOCK COMPLEX
JULY, 2014**

GENERAL CONDITIONS OF CONTRACT

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14.	PROFORMA FOR B.G. FOR CONTRACT PERFORMANCE		
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AMENDMENT
TO
GENERAL CONDITIONS OF CONTRACT

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

Table under sub-clause (a)

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

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

Table under sub-clause (d)

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

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

1. DEFINITIONS

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

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

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

- 2.5 *Provided always that the Engineer's Representative shall have no power :* Limitation of Engineer's Representative's Power
- (a) to order any work involving delay or any extra payment by the Trustees,
 - (b) to make variation of or in the works; and
 - (c) to relieve the Contractor of any of his duties or obligations under the Contract.
- 2.6 *Provided also as follows :* Engineer's Overriding Power
- (a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking-up thereof and re-constructing at the contractor's cost and the contractor shall have no claim to compensation for the loss if any sustained by him.
 - (b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.
 - (c) Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in the Engineer to his Representative in writing, shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation.
- 3.0 THE TENDER/OFFER AND ITS PRE-REQUISITES
- 3.1 The Contractor shall, before making out and submitting his tender/offer, be deemed to have inspected and examined the site, fully considered all factors, risks and contingencies, which will have direct and indirect impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration :
- (a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climatic conditions, the means of access to the site and all other local conditions, including the likely charges and costs for temporary way-leave, if any, required for the work. Site & Local condition.
 - (b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract. Drawing/ Specification/ Nature & extent of work to be done.

- (c) The accommodation required for the workmen and site office, mobilisation/demobilisation and storage of all plant, equipment and Construction materials. Accommodation for Contractor's men/materials.
- (d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all at Contractor's cost. Water for drinking etc. /Electrical power.
- (e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made thereunder, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance. Payment of Taxes/duties and observance of all statutes.
- (f) Payment of all kinds of stamp-duty for executing the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds. Payment of Stamp Duty by the Contractor.

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

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

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

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

- (b) Earnest Money shall be deposited with the Trustees' treasurer in cash or by Banker's Cheque of any Calcutta Branch of a Nationalised Bank of India drawn in favour of Calcutta Port Trust or in the form of any "Account Payee" Draft of any Nationalised Bank of India drawn in favour of "Calcutta Port Trust" and payable at Calcutta/Haldia, as the case may be, and the receipt granted therefor be kept attached to the Tender/Offer in the Sealed Cover. Method of Paying E.M.
- (c) Earnest Money of unaccepted tender shall be refunded without any interest THOROUGH A/c. Payee Cheque drawn on a Nationalised Bank of Calcutta / Haldia. Refund of E.M.
- (d) The enlisted (registered) Contractors of the Trustees who have deposited fixed Security with the Trustees' FA & CAO / Manager (Finance) according to his Class of Registration, shall be exempt from depositing the Earnest Money, as per the following scale : Exemption from E.M. to Regd. Firms

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

- (e) (i) Tender submitted without requisite Earnest Money may be liable to rejection. Tender without EM liable to rejection.
- (ii) If before expiry of the validity period of his Tender/Offer, the tenderer amends his quoted rates or tender/offer making them unacceptable to the Trustees and/or withdraws his tender/offer, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees. Forfeiture of E.M. before Acceptance of offer.
- (f) The Earnest Money of accepted tender/offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Contractor after cancellation of the previous Receipt of Earnest Money. E.M. to be converted to part S.D.
- (g) Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done up to the stage of completion. Mode of recovery of balance S.D.

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

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

(i) No interest shall be paid by the Trustees to the Tenderer/Contractor on the amount of Earnest Money/Security Deposit held by the Trustees, at any stage. No interest payable on E.M. /S.D

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

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

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

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

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

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

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

- 4.18 The Contractor's quoted rates shall be deemed to have been inclusive of the following :
- Contractor's quoted rates/price must be all inclusive
- (a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.
 - (b) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.
 - (c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.
 - (d) Making arrangements for deployment of all labourer and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.
 - (e) Making arrangements in or around the site, as per the requirements of local authority or the Engineer or his Representative for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes, etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.
- 4.19 Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or despatch.
- Notice to Contractor.
- 4.20 The Contractor and his Sub-contractor or their agents and men and any firm supplying plant, materials and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing.
- Contractor not to publish photograph or particulars of work

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

- 5.4 Unless stipulated otherwise in the contract all materials required for the work shall be procured and supplied by the contractor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the Engineer or his Representative. The Engineer shall exercise his sole discretion to accept any such materials.
- Contractor to supply all materials as per requirement of the Engineer or his representative
- 5.5 Unless stipulated otherwise in the contract all materials, workmanship and method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the material and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.
- Materials & Works
- 5.6 Samples shall be prepared and submitted for approval of the Engineer or his representative, whenever required to do so, all at the Contractor's cost.
- Contractor to submit samples for approval
- Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work, shall be borne by the Contractor.
- Contractor to arrange all testing at his own cost.
- 5.8 Regarding the supply of any materials by the Trustees to the contractor in accordance with the contract, the following conditions shall apply :
- (a) The Contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative.
- The Contractor shall account for and look after the Trustees' materials
- (b) Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than "Excepted Risks", the Contractor shall compensate the Trustees' in the manner decided by the Engineer and shall at no stage remove or cause to be removed any such material from the site without his permission in writing.
- Contractor to compensate for loss and damage to Trustees' materials
- (c) The Trustees' materials will generally be supplied in stages and in accordance with the rate of progress of work but except for grant of suitable extension of completion time of work as decided by the Engineer. The Contractor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Contractor shall, however, communicate his requirement of such materials to the Engineer from time to time.
- Delay in supply of Trustees' materials will only entitle the Contractor for extension of completion time of work

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

- 5.11 On a written order of the Engineer or his Representative, the Contractor to suspend work on Order from Engineer or his Representative
- the contractor shall delay or suspend the progress of the work till such time the written order to resume the execution is received by him. During such suspension the contractor shall protect and secure the work to the satisfaction of the Engineer or his Representative. All extra expenses in giving effect to such order shall be considered by the Trustees, unless such suspension is –
- (a) otherwise provided for in the contract, or
 - (b) necessary by reason of some default on the part of the contractor, or
 - (c) necessary by reason of climatic conditions on the site, or
 - (d) necessary for proper execution of the works or for the safety of the works or any part thereof.

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

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

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

6.0 TERMS OF PAYMENT :

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

- 6.5 Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable" sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees' end. The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amounts and recoveries to type out the bill. Contractor to prepare and submit his bills
- 6.6 At the discretion of the Engineer or his Representative and only in respect of accepted offers/where estimated amount put to tender would be Rs.2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor. Provided always that –
- (i) the materials shall, in the opinion of the Engineer or his Representative be of imperishable nature, Advance payment against Non-perishable materials
 - (ii) the value of such materials shall be assessed by the engineer or his Representative at their own discretion,
 - (iii) a formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials,
 - (iv) the materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise,
 - (v) in the event of storage of such materials within the Trustees' protected areas in the Docks, the contractor shall submit an Indemnity Bond in the proforma and manner acceptable to Trustees' whereby the contractor shall indemnify the Trustees against all financial loss/damage, on account of loss/damage to such materials for whatever reasons,

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

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

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

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

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

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

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

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

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

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

- (i) The Contractor has abandoned the contract.
- (ii) In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Contractor's lapses.
- (iii) 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.
- (iv) The Contractor has failed to remove materials from site or to dismantle or demolish and replace work for 7 days after receiving from the Engineer or his representative the written notice stating that the said materials or work were condemned and rejected by him under these conditions.
- (v) The Contractor is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
- (vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
- (vii) The Contractor is adjusted insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.

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

9.0 MAINTENANCE AND REFUND OF SECURITY DEPOSIT

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

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

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

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

**SHYAMA PRASAD MOOKERJEE PORT, KOLKATA
HALDIA DOCK COMPLEX**

FORM G.C.1

Contractor _____

Address -----

Date of completion :

Dear sir(s),

This is to certify that the following work viz :-

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

Estimate No. E.E.O.....Dt.....

C.E.O.....Dt.....

Work Order No.....

Allocation.....

Contract No.

which was carried out by you is in the opinion of the undersigned complete in every respect on the _____ day of _____ 2000 in accordance with terms of the Contract and you are required to maintain the work as per Clause 62 of the General Conditions of Contract and under provisions of the Contract for a period of _____ weeks / months / years

from the _____ day of _____ 2000 to _____ day of _____ 2000 .

Yours faithfully,

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

**SHYAMA PRASAD MOOKERJEE PORT, KOLKATA
HALDIA DOCK COMPLEX**

FORM G.C.2.

Certificate of Final Completion.

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

This is to certify that the following work viz:-

Name of work :

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

Work Order No.....

Contract No.

Resolution & Meeting No.

Allocation :

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

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

**SHYAMA PRASAD MOOKERJEE PORT, KOLKATA
HALDIA DOCK COMPLEX**

FORM G.C.3

(‘NO CLAIM ‘ CERTIFICATE FROM CONTRACTOR)

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

(Atten:.....)

Dear Sir,

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

Name of work : _____

Work Order No :- _____

Contract No. _____

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

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

Yours faithfully,

(Signature of the

Contractor)

Dated _____

Name of Contractor.....

Address:.....

(OFFICIAL SEAL OF THE CONTRACTOR)

SHYAMA PRASAD MOOKERJEE PORT, KOLKATA
HALDIA DOCK COMPLEX
PROFORMA OF FORM OF AGREEMENT

THIS AGREEMENT made _____ day of _____ 20____ between the "Board Of Trustees for the Port Of Calcutta , a statutory body constituted under Major Port Trust Act ,1963 under the rules there under and statutory modification thereto having Registered Office at 15, Strand Road , Calcutta -700001 (hereinafter called "EMPLOYER" which expression unless excluded by or repugnant to the context be deemed to include his successor/s in office) on the one part and _____ (hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context he deemed to include his heirs, executors, administrators, representative, successor in officer and permitted assigns) of the other part.

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

NOW THIS CONTRACT AGREEMENT WITNESSETH as follows :-

1. In this agreement words expressions shall have the same meanings 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 :-
 - i. The said Tender/Offer & the acceptance of Tender/ Offer.
 - ii. The Drawings.
 - iii. The General Conditions Of Contract.
 - iv. Special Conditions Of Contract (If any).
 - v. The Conditions Of Tender.
 - vi. The Specifications.
 - vii. The Bill Of Quantities.
 - viii. All correspondences by which the contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned the contractor hereby covenant with the Trustees to execute ,complete and maintain the work in conformity in all respects with the provisions of Contract.
4. The Trustees hereby covenants to pay to the contractor in consideration of such execution ,completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the contractor .

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

The Seal of _____

Was hereunto affixed in the presence of :

Name :- _____

Address :- _____

OR

SIGNED SEALED AND DELIVERED

By the said _____

In the presence of :

Name :- _____

Address :- _____

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

Name :- _____

Address :- _____

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

Ref. _____ Bank Guarantee No. _____
Date _____

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

Dear Sirs,

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

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

EMPLOYER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the CONTRACT by CONTRACTOR. Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or any right which they might have against Contractor, and to exercise the same at any time in any manner, and other to enforce or to forebear to enforce any covenants, contained or implied, in the CONTRACT between EMPLOYER and CONTRACTOR or any other course of remedy or security available to EMPLOYER . The Bank shall not be released of its obligations under these presents by any exercise by EMPLOYER of its liberty

with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of employer or any other indulgence shown by EMPLOYER or by any other matter or thing whatsoever which under Law would, but for this provision, have the effect of reliving the bank.

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

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

Dated, this day of2010
..... at

WITNESSES

(Signature)

(Signature)

(Name)

(Name)

(Official address)

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

Dated

Integrity Pact

Between

Syama Prasad Mookerjee Port, Kolkata 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, 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 the 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 also 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 THOROUGH family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information THOROUGH 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 THOROUGH any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in

exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign 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 Annex-A.
 - e. The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2). The Bidder(s)/Contractor(s) will not instigate third persons to commit offences 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 THOROUGH 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 and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5-Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years 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 Undertaking / 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/Sub-Contractors

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

Section 7- Other Legal actions against violating Bidder(s)/ Contractor(s)/ Sub Contractor(s)

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

Section 8 – Role of Independent External Monitor(IEM):

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

Section 9 – Facilitation of Investigation:

In case of any allegation of 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/CONTRACTORS and 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 beings with when both parties have legally signed it and will extend upto 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 be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman, 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 or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor).

(Office Seal)

(Office Seal)

Place :

Date :

Witness 1:

(Name & Address)

.....

.....

Witness 2:

(Name & Address)

.....

.....

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.1 There shall be compulsory registration of Indian agents of Foreign suppliers for all Tenders. 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 the 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 Tenderers 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 conformed 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 Tenderer 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 Tenderers 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 agents 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 THOROUGH the agents /representatives.
- 2.2.2 The amount of commission/remuneration included in the price(s) quoted by the Tenderer for himself.
- 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remunerations, if any, reserved for the Tenderer in the quoted price(s), is to be paid by SMPK in India in equivalent Indian Rupees.
- 2.3 In either case, in 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.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable for rejection or in the event of a contract materializing, the same liable to termination by SMPK. Besides this there would be a penalty of banning business dealings with SMPK or damage or payment of a named sum.