



Port
Par-Excellence
चेन्नै पोर्ट ट्रस्ट

Fax : 044 - 25361228
Phone: 044 - 25362201

प्रशासनिक कार्यालय
ADMINISTRATIVE OFFICE
राजाजी सालै, चेन्नै - ६०० ००२.
Rajaji Salai, Chennai - 600 001.
Website : www.chennaiport.gov.in

No. JDA/103/2019/E **CHENNAI PORT TRUST** Date : 28 .03.2019

To

The HOD (Marketing),
Dredging Corporation of India Limited,
Dredge House, Port Area,
Vishakhapatnam – 530 001

Sir,

Sub: Contract – Contract for Capital dredging alongside JD4, 6 & JD west berths for deepening up to (-)14m CD and new Coastal berth for deepening up to (-)9m CD at Chennai Port –Letter of Acceptance- Reg.

Ref: 1) This office letter of even No. dt. 18.12.2018, 01.03.2019 & 16.03.2019
2) DCI offer letter dt. 15.02.2019, 15.03.2019 & 18.03.2019

Kindly refer the letter correspondence cited above between Chennai Port Trust and DCI for the work of Capital dredging alongside JD4, 6 & JD west berths for deepening up to (-)14m CD and new Coastal berth for deepening up to (-)9m CD at Chennai Port.


2. Your offer vide letters cited above for the above work at a total amount of Rs.3,03,26,000/- (Rupees Three crores three lakhs and twenty six thousand only) including GST as detailed below is accepted by Chennai Port Trust as per the agreed terms & conditions. The clarifications contained in the DCI letters cited above are acceptable subject to the terms & conditions as per the enclosed **Annexure-I**.

Sl. No.	Description	Amount in Rs.
1	Capital dredging alongside JD4, 6 & JD west berths for deepening up to (-)14m CD and new Coastal berth for deepening up to (-)9m CD at Chennai Port for the quantity of 33,000 m ³ including pre, progressive and Post dredge survey – Lumpsum	2,57,00,000/-
2	GST @18%	46,26,000/-
Total		3,03,26,000/-

3. DCI is required to enter into contract, in the form annexed as **Annexure-II**, within 07 (Seven) days from the date of Letter of Acceptance (LoA) duly signing all pages of Terms & Conditions and LoA. This letter of Acceptance binds the contract till signing the agreement.

4. Please note that the intended completion date for the whole of the work is Two weeks (Excluding Maintenance/Breakdown for BH1 with two barges) which will be reckoned from the date of signing of agreement or the actual date of commencement of work whichever is earlier.
5. GST as applicable will be reimbursed at actuals by the Port.
 - a) Please furnish the Tax Invoice as per GST Act/Rules in the name of Chennai Port Trust (ChPT) by mentioning the GSTIN of ChPT and indicating amounts of GST separately. The GSTIN of ChPT is 33AAALC0025B1Z9. You shall also remit the GST amount in the invoice to the Government within the due dates and also file the returns by mentioning the GSTIN of ChPT to enable ChPT to avail eligible Input Tax Credit (ITC).
 - b) You shall indemnify Chennai Port Trust from any loss of eligible Input Tax Credit of GST paid by the Port to you based on your tax invoice due to non-payment of GST or non-filing of GST returns by you or non-compliance of GST Act provisions. You shall remit such GST amount with applicable interest and penalties to the ChPT within 7 days from the date of intimation by ChPT about non-availing of eligible ITC. ChPT also reserves its rights to deduct such GST amount with interest and penalties from any amount due to the contractor by ChPT.
 - c) Applicable statutory recoveries including TDS under Income Tax, TDS under GST, etc., will be deducted / recovered while accounting for or making payments to the Contractor as per the applicable law.
6. Any demand / Interest / Penalty etc., arising to Chennai Port due to non-compliance of statutory requirements with reference to Income Tax and GST Laws by the Contractor, shall be borne by Contractor. You shall indemnify the Port against such non-fulfillment of obligations.
7. Please arrange to produce the latest Income Tax Clearance Certificate and PAN Number and Bank details etc.
8. Please furnish the Power of Attorney on a non-Judicial Stamp paper of Rs.100/- indicating names of your engineers who are authorized to sign (i) Computerized Measurement books, (ii) bills, (iii) survey charts (iv) receipts for payment, etc.
9. Superintending Engineer(Project) (Phone No. 044 - 25312376) is appointed as the Nodal Officer. You may contact him/her with regard to all matters relating to the contract.
10. Pre & post-dredge bathymetry survey carried out by DCI for the dredging work shall be subject to verification & certification of the officials of Hydrographic survey division of the ChPT Marine department.
11. Kindly acknowledge the receipt of this letter and return one copy of the Letter of Acceptance duly countersigned and sealed as token of your acceptance.

Yours faithfully,


28/3/19
CHIEF ENGINEER

Encl: As above