

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

HALDIA DOCK COMPLEX

F O R

SUPPLY AND OPERATION OF
LAUNCH BETWEEN ROYCHAK & KUKRAHATI
UNDER HALDIA DOCK COMPLEX

TENDER No. : ADMN/L/KKT/T/2022-24

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DISCLAIMER

The information contained in this Notice Inviting Tender and Tender Document or subsequently provided to bidder(s), whether verbally or in Documentary or any other form by or on behalf of Haldia Dock Complex (HDC), SYAMA PRASAD MOOKERJEE PORT, KOLKATA (SMPK) or any of its employees or advisers, is provided to bidder(s) on the terms and conditions set out in this Notice Inviting Tender and Tender Document and such other terms and conditions subject to which such information is provided.

This Notice Inviting Tender and Tender Document is not an agreement and is neither an offer nor invitation by HDC, **SMPK** to the prospective bidder(s) or any other person. The purpose of this Notice Inviting Tender and Tender Document is to provide interested parties with information that may be useful to them in the formulation of their Bids/Tenders pursuant to this Notice Inviting Tender and Tender Document. This Notice Inviting Tender and Tender Document include statements, which reflect various assumptions and assessments arrived at by HDC, **SMPK** in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require. This Notice Inviting Tender and Tender Document may not be appropriate for all persons, and it is not possible for HDC, **SMPK**, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Notice Inviting Tender and Tender Document. The assumptions, assessments, statements and information contained in this Notice Inviting Tender and Tender Document may not be complete, accurate, adequate or correct. Each Tenderer should, therefore, conduct own investigation and analysis and check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Notice Inviting Tender and Tender Document and obtain independent advice from appropriate sources, for which HDC, **SMPK** shall neither be responsible nor incur any financial cost or expense.

Information provided in this Notice Inviting Tender and Tender Document to the bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. HDC, **SMPK** accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

HDC, SMPK, its employees and advisers make no representation or warranty and shall have no liability to any person including any Tenderer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Notice Inviting Tender and Tender Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Notice Inviting Tender and Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Notice Inviting Tender and Tender Document or arising in any way in this Selection Process.

PART-I: TECHNO-COMMERCIAL PART**SYAMA PRASAD MOOKERJEE PORT, KOLKATA**
HALDIA DOCK COMPLEX

Administration Division, Jawahar Tower Complex,
P.O.: - Haldia Township, Dist.: Purba Medinipur,
PIN: 721607, West Bengal.

NOTICE INVITING TENDER (NIT)

E-Tender under two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from experienced, bonafide and reliable transport contractor for supply & operation of launch between Roychak and Kukrahati under Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata (SMPK) for a period of 3 years.

The Tender Document may be downloaded from Rail Tel Portal (<https://kopt.enevida.in>) and www.smporkolkata.shipping.gov.in. Corrigendum/ Addendum/Clarifications, if any, shall also be hosted on RailTel Portal (<https://kopt.enevida.in>) and www.smporkolkata.shipping.gov.in

Further, intending bidders shall submit their bid electronically only through RailTel Portal (<https://kopt.enevida.in>). Bidders are requested to visit the websites frequently.

SCHEDULE OF TENDER (SOT)

| | | |
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| A | Tender No. | ADMN/L//KKT/T/2022-24 |
| B | Mode of Tender | e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through Railtel Portal (https://kopt.enevida.in) The intending bidders are required to submit their offer electronically only through Railtel Portal. No physical tender shall be accepted by Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata. |
| C | Date of availability of the NIT to parties to download | 14/12/2021 |
| D | Date and Time for pre-bid meeting | Pre-bid Meeting on 21/12/2021 at 11.00 am at the office of Sr. Dy. Manager (Administration) at Jawahar Tower, Annex Building, 2nd Floor, Haldia. |
| E | Estimated Cost of Work | Rs 6307913/- (Rupees Sixty Three lakh seven hundred thirteen only) Plus GST |
| F | Earnest Money Deposit | No Bid Security / Earnest Money Deposit (EMD) required to be deposited by the intending bidders. However they are required to submit declarations as per Appendix-XI. otherwise their offer will be summarily rejected. The Appendix-XI should be uploaded along with Techno-Commercial Bid. In case the aforesaid Appendix-XI is not uploaded by the bidder, the respective bid will be summarily rejected, treating the same as non-responsive. |

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| G | Bid Document Fee | <p>The intending bidders should deposit Bid Document Fee of Rs 1770.00 (Rupees One Thousand Seven Hundred Seventy only) including GST @ 18%, as Bid document Fee (non-refundable), to Haldia Dock Complex, through DD / Banker Cheque in favour of "Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex" on any Scheduled / Nationalized Bank payable at Haldia, otherwise their offer will be summarily rejected. Treating the same as non-responsive.</p> <p>The Demand Draft / Banker's Cheque should also be scanned and scanned copy should be uploaded with Techno-Commercial Bid.</p> <p>Bid Document Fee in the form of DD/Banker Cheque to be physically deposited at the office of the office of Sr. Dy. Manager, Administration Division, Haldia Dock Complex ,Ground Floor, Annex Building, Jawahar Tower, Haldia, PIN 721607, in sealed envelope, cover should be duly super scribed with "Bid Document Fee".Tender No. and Title of the Work and Bidders Name.</p> |
| H (i) | Last date of generation of DD / Banker Cheque for Bid Document fee | Before submission of online e-tender through https://eprocure.gov.in/eprocure/app . |
| H(ii) | Last date of submission/receiving original copy of Bid Document fee | 03.01.2022 upto 14:00 Hours |
| I | e-Nivida Registration Charges | Rs. 2000/- + Applicable GST Per Year (Non Refundable) by net-banking / Debit / Credit card at Rail Tel Portal only. |
| | Processing fee for bidding in RailTel Portal | Rs. 7442.00 (Rupees Seven thousand Four hundred Forty-two only) (Including GST) (nonrefundable) by net-banking / Debit / Credit card at RailTel Portal only. |
| J | Date of closing of online e-tender for submission of Techno-Commercial Bid and Price Bid | 03.01.2022 upto 15:00 Hours |
| K | Part-I – Techno-Commercial Bid: Date and time of opening | 04.01.2022 after 15:00 Hours |
| L | Part-II – Price Bid: Date and time of opening | Will be informed separately to the Techno Commercially qualified bidders. |

PART-I: TECHNO-COMMERCIAL PART**ANNEXURE-I****IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT**

WORK TITLE: “SUPPLY & OPERATION OF LAUNCH BETWEEN ROYCHAK AND KUKRAHATI UNDER HALDIA UNDER HALDIA DOCK COMPLEX FOR A PERIOD OF 3 YEARS”.

Bidders are requested to read the terms & conditions as at various Annexures/Appendices of this tender before submitting online tender. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid. Bidders are requested to submit bid keeping sufficient time in hand. They should not wait for last minute so as to avoid any problem.

1

Contact persons (Haldia Dock Complex):

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|--|---|--|
| Shri. P .K. Das General Manager (M&S), Ph. No.- 03224-263171, E-Mail: pkdas.hdc@kolkataportrust .gov.in | Shri. C. Chatterjee Sr. Dy. Manager (Admin.), Ph. No.- 03224-265490, E-Mail: cchatterjee.hdc@kolkatapor ttrust.gov.in | Shri. S. Mandal Dy. Manager (Admin.), Ph. No.- 03224-263307, E-Mail: snmandal.hdc@kolkatapo rttrust.gov.in |
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Contact persons (Railtel Portal):

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|--|---|
| 1. Shri Shiddharth Ghosh Mob: 9355030604 Email: ewizardsiddharth@gmail.com | 2. Help Desk Number : 011-49606060 (Helpdesk tab of Railtel Portal) |
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System Requirement:

- i) Windows 7 or above Operating System
- ii) Firefox (version below 50) / Internet Explorer (version 8 or above) browser.
- iii) Signing type digital signature
- iv) Java 8 with update 151 or 161.

Further, bidders are requested to go through the following information and instructions available on the CPP Portal i.e. <https://eprocure.gov.in/eprocure/app> before responding to this e-tender.

- Bidders Manual Kit.
- Help for Contractors.
- FAQ.

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| 2. | (A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid. (B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by HDC, SMP, Kolkata. Such bidder(s) will be intimated date of opening of Part II i.e. Price bid through E-Mail. |
| 3. | In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day. |
| 4. | All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity. |
| 5. | All correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by HDC. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated. Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate). |
| 6. | E-tender cannot be accessed after the due date and time mentioned in Schedule of Tender (SOT) or any extension thereof. |
| 7. | <u>Bidding in e-tender:</u> |
| | a. In all cases, Tenderer should use their own ID and Password along with Digital Signature at the time of submission of their bid. |
| | b. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else. |
| | c. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. |
| | d. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that Tenderer and acceptance of the same by the Buyer will form a binding contract between Buyer and the Tenderer for execution of supply. Such successful tenderer shall be called hereafter Supplier. |
| | e. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. |
| | f. HDC, SMPK, Kolkata 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. |
| | g. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender by any Tenderer confirms his acceptance of terms & conditions for the tender. |
| | h. Unit of Measure (UOM) is indicated in the e-tender. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender /tender document. |
| 8. | Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein. |
| 9. | No deviation to the technical and commercial terms & conditions are allowed. |
| 10. | After submitting online bid, the Tenderer cannot access the tender, once it has been submitted with digital signature. |
| 11. | HDC has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof. |
| 12. | The bidders must upload all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the tender shall not be considered. |
| 13. | The bid will be evaluated based on the filled-in technical & commercial formats. |
| 14. | The bidders must read and understood General Instructions to Bidders, the Commercial terms and Conditions of the Contract, SMP, Kolkata, HDC' General Conditions of Contract, Scope of Work, Compensation, Period of Contract etc. and all other related documents and clauses in connection with this tender. A declaration in this regard is to be made by the bidder. |

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| 15. | The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the Tenderer is found to be false during scrutiny or any time thereafter, EMD of defaulting bidder(s) will be forfeited punitive action including suspension and banning of business can also be taken against defaulting bidders. |
| 16. | Cost of Tender Document and Earnest Money deposition shall be exempted for Micro & Small Enterprises, who shall submit the following documents for availing waiver of EMD and Cost of Tender Document : (i) Valid NSIC Registration Certificate with list of stores / items / services /works, for which registration is issued, (ii) Certificate of DIC or AADHAR based MSME certificate where the categories of firm i.e. Micro or Small is mentioned. |
| 17. | If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered. |
| 18. | Due date of submission of tender will not be extended under any situation. |

Special Instruction to Bidders for eNivida

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. www.kolkataporttrust.gov.in/ under TENDER TAB.

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

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

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 SMP, Kolkata.
3. 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.
4. 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.
5. 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.
6. The uploaded tender documents become readable only after the tender opening by the authorized bid

openers.

7. 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.
8. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

For any clarification in using eNivida Portal:

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

Please feel free to contact eNivida Helpdesk (as given below) for any query related to e-tendering.

Phone No. 011-49606060/7278929467/8448288981

Mail id: - enividahelpdesk@gmail.com

PART-I: TECHNO-COMMERCIAL PART**GENERAL INFORMATION & INSTRUCTIONS TO THE TENDERERS****1. BACKGROUND:**

- 1.1 Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port, KOLKATA (SMP) located at Haldia, West Bengal is one of the Major Port in the east coast of India under the Ministry of Shipping, Government of India. Syama Prasad Mookerjee Port, Kolkata (SMP) (erstwhile Kolkata Port Trust) has its head office at Kolkata. Haldia Dock Complex has its offices at Haldia.
- 1.2 Haldia Dock Complex intends to engage a suitable experienced, bonafied and reliable transporter for supply and operation of one launch for transportation of pilots, Survey officials of HPSU & port officials and their guest between Roychak Jetty (Port Jetty) and Kukrahati Jetty (Public jetty, Operated by Govt. of W.B.) under Haldia Dock Complex for a period of 3 (three) years.
- 1.3 For this purpose, online tender is invited for Supply & Operation of launch for transportation of pilots, Survey officials of HPSU & port officials and their guest between Roychak Jetty (Port Jetty) and Kukrahati Jetty (Public jetty, Operated by Sate Govt.) under Haldia Dock Complex for a period of 3 (three) years in accordance with the terms and conditions of this tender document.

2. SCOPE OF WORK:

- 2.1 The Work comprises Supply and operation of one wooden body motor launch of specifications given hereunder in good condition primarily for ferrying officials of Haldia Dock Complex (hereinafter referred as HDC) and/or HDC's guests between Kukrahati and Roychak / Diamond Harbour Jetty and execution of other related works in other places under control of HDC as per instruction of Engineer of the contract (EoC) or his authorized representatives of HDC. The successful contractor shall have to make all arrangements for obtaining permit, certificate, payment of all taxes, insurance, procurement and/or replacement of fuel/lubricants/spares etc. at his own cost and arrangements for uninterrupted supply & operation of the launch at all times during the currency of the contract.

2.2 Specification of launch:

- 2.2.1 Contractor shall have to supply good conditioned wooden body motor launch conforming to the minimum stipulations regarding length, breadth and HP of engine mentioned at Appendix-III (Schedule – M) of this tender document and acceptable to HDC. The launch provided shall have one cabin at the top deck. The cabin should be provided with sitting arrangements as per directions of HDC. The windows and doors of the cabin should be provided with glass fitted wooden shutter. At least 6 chairs and 4 chairs with arms should be provided at the upper deck for the launch. The launch must be provided with shed in the front portion of the upper deck and suitable ladder to the launch for easy embarkation/ disembarkation at the jetties.

2.2.2 A silencer of sufficient capacity to reduce the noise of the engine to minimum should be provided.

- (a) The launch should be properly painted.
- (b) One fully equipped First Aid Box should be provided in the launch.
- (c) Proper toilet facility should be provided.

2.2.3 The launch to be supplied should hold the following valid certificates during the entire period of the contract:-

- (a) Certificate of Survey (issued by IWT Directorate; Transport Deptt.; Govt. of West Bengal).
- (b) Certificate of Registration of Steam/Motor vessel under Inland Vessel Act, 1917 (I of 1917).

2.3 **Present utilization Patterns.**

At present one launch is hired for above purpose on a regular basis. Their present utilization parameters, monthly average run are as follows:-

- 30.5 days per month per launch and 200 trips per month per launch.
- Note : one (01) trip means starting from Kukrahati to Roychak & back.

2.4 **Timings:**

- a) The Duty hours of the launch would be round-o-clock means 24 hours in a day.
- b) For the purpose of this tender, the period of a 'day' means mid-night of a day to mid-night of the next day and 'month' means English Calendar month

2.5 **Requirement of launch :**

2.5.1 One (01) wooden launch shall have to be supplied and operated per day by the contractor for all the days in a month.

2.5.2 Any-non-requirement of launch during any day in supersession of normal deployment shall be intimated to the contractor by the Engineer of the contract (EoC) or his authorized representatives, HDC with prior notice of 24 hours. The contractor shall not be paid any of the proportionate daily charges as mentioned in the "Schedule of Rates" for any day of non-booking of the Launch.

2.5.3. During currency of the contract, as and when required by HDC, the contractor may be required to provide additional launch of similar kind at the same rate, terms and conditions. Such additional launch shall have to be provided by the contractor to HDC within two days from the date of issue of the order in this regard by the Engineer of the contract (EoC) or his authorized representative, HDC failing which the contractor shall be liable to compensation for non supply in terms of **Clause 7.6** of the tender.

2.6 Permit / License :

The launch supplied by the Contractor shall have permits / license issued by the concerned authority permitting use of the launch(es) on hire (as applicable) and the contractor shall be responsible for obtaining such permit/ license.

2.7 Running and Maintenance:

- a) The launch on hire shall be kept in good operative condition at all times during the currency of the contract.
- b) The contractor shall provide Display Boards at the launch mentioning that the launch is in operation under Haldia Dock Complex. Such display boards should be prominently visible from outside.
- c) The contractor at his own cost shall arrange procurement and/or replacement of fuel, lubricants, spares, etc.
- d) All maintenance, repairs, check-up etc. shall be arranged by the contractor at his own cost.
- e) The contractor shall arrange for refueling of the launch without hampering HDC's works at his cost. If HDC's works suffer for refueling of launch, the same shall be dealt as per provisions of **clause 7.6** of the tender.
- f) In case of breakdown / accident or withdrawal of any launch by the contractor for any reasons whatsoever, suitable replacement shall immediately (within 1 hour) be made by the contractor by providing another launch of required specification and acceptable to HDC, SMPK

In case of failure to replace the launch of required specification within stipulated time, compensation as per Clause -7.6 will be payable.

If the replacement launch is not of required specification, applicable deduction for the period of operation of such sub-standard vehicle will be made from the monthly composite amount in accordance with the provision of Clause- 7.5 thereof.

- g) In case any fuel is issued to the contractor from HDC's pump, cost of the same shall be recovered from the running bill of the contractor at the HDC's cost price plus 19.25% departmental charge.
- h) In case of abandonment of the work of supplying launch to HDC and of not operating the same within the contract period, HDC shall be at liberty to make alternative arrangement at the sole risk and cost of the contractor.

2.8 Operation and Maintenance Crew :

- a) The contractor shall at his cost maintain sufficient numbers of crews and serangs etc. with proper uniform for smooth and efficient running of the launch provided to HDC.
- b) All the crews and serangs etc must possess valid license /certificate as per requirement and shall have relevant experience with good record of operating launch.
- c) At the sole discretion of HDC/SMP, the successful tenderer shall have to periodically interchange the crews and serangs etc. between the different launch to be operated by him under the contract.

- d) The contractor shall be responsible for satisfactory service of his employees. In the event of HDC/SMP being not satisfied with the conduct of any crew etc. provided by the contractor, the contractor shall forthwith replace the crews and serangs concerned on being advised by the EOC or his authorized representative to do so.
- e) Accommodation of Staff: The contractor shall have to make his own arrangements at his own cost in respect of residential accommodation of the contractor's staff engaged for the purpose of implementing the contract.

2.9 Deployment of supervision for day-to-day co-ordination:

During currency of the contract, the contractor shall depute one of his supervisors at the office of EOC or his authorized representative as & when required during office hours for day-to-day co-ordination. No extra charge shall be paid for this.

3. ELIGIBILITY CRITERIA:

- 3.1 Experienced, bonafide and reliable transport contractors are eligible to participate in the tender as a single entity. Further, the tenderer may be a natural person, private entity or Government entity. No Consortium shall be allowed to participate in the tender. The purchaser of the Tender Document must be the tenderer itself.

3.2 Essential Technical Capacity:

- 3.2.1 The tenderer must have experience of having successfully completed Similar Works during last 7 years ending last day of 30.11.2021 and the experience must be either of the following: -

- a) Three similar completed works costing not less than the amount equal to Rs. **2523165/-**

Or

- b) Two similar completed works costing not less than the amount equal to Rs.**3153957/-**

Or

- c) One similar completed work costing not less than the amount equal to Rs. **5046330/-**

Note-I: The term "Similar Work" means successful execution of direct contract for supply, operation & maintenance of launch to Govt./Public/Private Sector Enterprise/ Organization for transportation of officials.

Note-II: The term " completed work/s' means the executed / completed portion of work order, even if the work has not been completed in totality (subject to furnishing proof of executed value of the work in the form of completion certificate from the beneficiary to the effect that the job to this extent has been done by the tenderer satisfactorily).

The tenderer shall submit certified copies of all Work Orders and Work Completion Certificate(s) from clients to substantiate the details given above along with his Techno-Commercial Bid.

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

3.3 Essential Financial Capacity:

3.3.1 Average Annual financial turnover during the last 3 financial years, should be at least Rs. **1892374/-**

3.3.2 The tender shall submit Audited Balance Sheet and Profit & Loss Account for the last 3 (three) financial years. If due date (scheduled opening date of tender) is falling within three months (April to June) of the closing of the latest financial year, the latest financial year may be ignored and financial turnover of the three years previous to the latest financial year may be submitted.

In case a tenderer is unable to submit audited accounts of latest financial year (in case of tender opening date falling after June), due to non – completion of audit or for any other reason, he may be allowed to submit a certificate of turnover issued by the statutory auditor of the company / firm for the latest financial year.

3.3.3. The Financial capacity of an Associate of the tenderer shall not be relied upon by the tenderer.

4. GENERAL INSTRUCTIONS TO THE TENDERERS

4.1 Preparation And Submission Of Tender:

4.1.1 The tender must be submitted in the name of purchaser of the tender document itself.

4.1.2 Language:

The tender and all related correspondence and documents shall be written in English Language. Supporting materials, which are not translated in English and duly certified, may not be considered.

4.1.3 The 'Techno-Commercial Bid' shall contain only the Techno-Commercial details and documents as mentioned in this tender document without price part. Any disclosure of price in techno-commercial bid will make the bid unresponsive and the bid will be rejected.

4.1.4 The tenderer shall submit a **Power of Attorney** as per format given at **Appendix-IIA**, authorizing the signatory of the tenderer to commit the tender.

4.1.5 The following documents/certificates are also required to be submitted for techno-commercial qualification:

1. Copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable. If this is not applicable, the tenderer should submit a declaration in this regard with an evidential document.
2. Copy of valid GST Registration Certificate.
3. Self certified copy of PAN.
4. Copy of certificate from E.S.I.C and R.P.F.C. indicating respective Code No(s), if applicable. In case the tenderers are not covered under ESIC and RPFC, they must

give an Affidavit affirmed before the 1st Class Magistrate as per format given at Appendix-VI and

5. VII as the case may be.
6. Copy of valid certificate of Certificate of Registration of Steam/Motor vessel under Inland Vessel Act, 1917 (I of 1917).
7. Certificate of Survey (issued by IWT Directorate; Transport Dept. Govt. of West Bengal).
8. In addition, an Indemnity Bond as per format given at Appendix- X shall also be submitted.
9. Copy of valid Trade Licence.
10. Copy of Memorandum of Association, in case the tenderer is a company. The Tenderer shall submit Partnership deed (duly attested) in case the tenderer is a partnership firm.
11. The details of the Financial Capacity shall be furnished by the tenderer as per format at Appendix-V and certified by Statutory Auditor/Certified Public Accountant/Chartered Accountant

4.1.6 Price Bid:

- 4.1.6.1 The Tenderer shall quote their rate against composite monthly rate per launch which to be deployed under the contract on-line through Portal as per schedule of rates given at Annexure-IV [price bid] of this Tender Document and upload the same as per rule considering ceiling level of monthly run (in **trips**) & daily hours of duty of the launch as specified at **Annexure-II** as well as other Terms & Conditions of the tender. No alternative mode of offer shall be accepted incomplete 'schedule of rates' shall liable the tender to be rejected.

The aforesaid quoted composite monthly rate per launch shall remain unchanged for each of the months during the entire contractual period irrespective of the number of days contained in a particular month.

- 4.1.6.2 The rates quoted shall include all taxes & other charges relating to supply, operation & maintenance of launch excluding GST. Rates quoted shall also include all incidental and contingent work, not specifically mentioned in the tender document but necessary for efficient and satisfactory implementation of the scope of work and other obligations of the contract.
- 4.1.6.3 GST as applicable shall be paid extra at actual and must not be included in the quoted rate. For this, the bidder has to provide GST Registration No. and other relevant document (as may be asked by SMPK).
- 4.1.6.4 The expenditure for additional trips beyond the ceiling trips shall be paid extra.
- 4.1.6.5 The tenderer shall have to compulsorily quote for all the details are mentioned in Schedule of Rates (**Annexure-IV**). In the event any tenderer fails to quote for any items of launch, his/their bid will be summarily rejected.
- ~~4.1.6.6 Rates quoted should be both in figures & in words. In case, there is any difference between rates quoted in figures and in words, only the lower of the two versions shall be construed as correct and valid.~~

4.1.6.7 Price Bid of only Techno-Commercial qualified bidders shall be opened.

4.1.6.8 The 'Price Bid' shall contain price only and no conditions whatsoever. Any condition imposed in 'Price Bid' shall make the bid liable for outright rejection.

4.1.7 Earnest Money Deposit:

~~The intending bidders should deposit Earnest Money of Rs 193336 /- (Rupees One Lakhs Ninety three Thousand three hundred sixty Five only) to Haldia Dock Complex, through DD/Banker Cheque in favour of Syama Prasad Mookerjee Port (SMP) (erstwhile Kolkata Port Trust), Haldia Dock Complex on any Scheduled / Nationalised Bank payable at Haldia, otherwise their offer will be summarily rejected.~~

~~Scan copy of DD/ Banker's Cheque should be uploaded along with the Techno-Commercial Bid. Earnest Money in the form of DD/Banker Cheque to be physically deposited at the office of the office of Sr. Dy. Manager, Administration Division, Haldia Dock Complex, Ground Floor, Annex Building, Jawahar Tower, Haldia, PIN 721607, in sealed envelope, cover should be duly super scribed with "Earnest Money". Tender No and title of the work and Bidders Name.~~

~~In case the aforesaid Earnest Money is not deposited by the bidder, the respective bid will be summarily rejected, treating the same as non-responsive.~~

No Earnest Money Deposit (EMD)/Bid Security amount required to be deposited by the intending bidders. However they are required to submit declarations as per **Appendix-XI**. otherwise their offer will be summarily rejected.

The **Appendix-XI** should be uploaded with Techno-Commercial Bid. In case the aforesaid **Appendix-XI** is not uploaded by the bidder, the respective bid will be summarily rejected, treating the same as non-responsive.

4.1.8 Bid Document Fee:

~~The intending bidders should deposit Bid Document Fee of Rs.1770/- (Rupees One Thousands Seven Hundred Seventy only) including GST @ 18%, as Bid document Fee (non-refundable), to Haldia Dock Complex, through DD / Banker Cheque in favour of Syama Prasad Mookerjee Port, Kolkata (SMPK) (erstwhile Kolkata Port Trust), Haldia Dock Complex on any Scheduled / Nationalised Bank payable at Haldia, otherwise their offer will be summarily rejected.~~

~~Scan copy of DD / Banker's Cheque should be uploaded along with Techno-Commercial Bid. Bid Document Fee in the form of DD/Banker Cheque to be physically deposited at the office of the office of Sr. Dy. Manager, Administration Division, Haldia Dock Complex, Ground Floor, Annex Building, Jawahar Tower, Haldia, PIN-721607, in sealed envelope, cover should be duly super scribed with "Bid Document Fee". Tender No. and Title of the work and Bidders Name.~~

~~In case the aforesaid Bid Document fee (non-refundable) is not deposited by the Bidder, the respective bid will be summarily rejected, treating the same as non-responsive.~~

4.1.9 Refund Of Earnest Money:

~~4.1.9.1 Earnest Money deposited will be refunded, subject to provisions of forfeiture of Earnest Money deposit as indicated in this tender document, to the unsuccessful bidders, without interest, after selection of successful bidder.~~

~~4.1.9.2 In case of the successful bidder, the Earnest Money deposited by him will be refunded without interest after submission of Security Deposit/ acceptance of the~~

~~Bank Guarantee by HDC SMP [in case the successful bidder submits Security Deposit in the form of Bank Guarantee] as per the tender provisions.~~

4.1.10 Forfeiture of Earnest Money:

~~4.1.10.1 The Earnest Money shall be forfeited if the tenderer withdraws its offer during the interval between the last date and time of submission of the offer i.e. 1500 hrs. on 03/08/2020 or any extension thereof and expiration of the validity period of the offer including extension thereof.~~

~~4.1.10.2 The Earnest Money shall be forfeited if the Tenderer submits any forged document(s).~~

4.1.11 Trustees reserve the right to accept or reject any tender either in part or in full without assigning any reason. Any incomplete tender is liable to be rejected. Trustees also reserve the right to place the order either in full or in part.

4.1.12 Before submitting the e-tender, the tenderer is advised to fully acquaint itself with the nature of the job including but not limited to the locations and the environment where he is required to operate of the launch. Once a tender is submitted by a tenderer, he shall be deemed to have fully acquainted himself with all aspects of the tender, scope of work, etc. and he shall not be entitled to raise any claims or deviate from the tender conditions for any reasons whatsoever.

4.1.13 Mere submission of Tender Document will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.

4.1.14 The offer including Price Bid shall remain valid for acceptance for a period of 120 days from the date of opening of the Techno Commercial bid.

4.1.15 If before expiry of validity period of offer of 120 days, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his e-tender, the tenderer will be suspended ~~Earnest Money deposited shall be liable to forfeiture~~ at the option of the HDC/SMP from bidding for any tender for 3 years.

4.2 Site Inspection:

Before submitting the e-tender, the tenderer is advised to make inspection of the supply and operation of launch at the point to get fully acquainted with locations. Once tender is submitted by a tender, he shall be deemed to have fully acquainted himself with the aspects of the tender, scope of the work etc. and he shall not be entitled to raise any claims or deviate from the tender conditions for any reasons whatsoever.

4.3 Pre-Bid Conference:

4.3.1 Pre-Bid Conference shall be held on 21.12.2021 at 11 AM at the Office of EoC at Jawahar Tower; Haldia Township; Purba Medinipur; West Bengal, India; PIN – 721607. Interested Tenderers may participate, if they so desire.

4.3.2 The intending tenderers are advised to send their queries vide email to cchatterjee.hdc@kolkataporttrust.gov.in & snmandal.hdc@kolkataporttrust.gov.in by 20.12.2021 at 10:00 AM as per format specified below for discussion during the Pre-Bid Conference –

| Sl. | Clause Reference | Query |
|-----|------------------|-------|
|-----|------------------|-------|

- 4.3.3 HDC, SMPK intends to furnish response to all queries without identifying the sources, in CPPP website as well as in www.kolkataporttrust.gov.in including modifications / amendments, if any, to the terms and conditions of the tender, scope of work etc., which the intending tenderer is to note for submitting their tender. The amendments / modifications / clarifications shall be hosted in the form of an Addendum/Corrigendum, which shall become an integral part of the tender document for all purposes and shall be binding on the tenderer.

5. **TENDER EVALUATION CRITERIA:**

5.1 **Test of Responsiveness:**

Prior to evaluation of Techno Commercial Part of the tender, HDC /SMPK will determine whether the tender is responsive to the requirements of the Tender Document. A tender shall be considered responsive if the tender -

- (i) is received by the due date and time including extension thereof, if any,
- (ii) is signed, sealed and marked as stipulated in this Tender Document,
- (iii) is accompanied by all documents, certificates etc. as mentioned at Annexure-III of the Tender Document.
- (iv) does not show inconsistencies between the details submitted in the tender and the supporting documents,
- (v) has not proposed any deviation in the tender as compared to the terms & conditions, scope of work etc. as detailed in the Tender Document together with subsequent amendment(s) / modifications(s) thereof made through issuance of Addenda.
- (vi) does not have any other inconsistency(ies) in the tender submitted by the Tenderer.

5.2 **Clarifications:**

To assist in the process of evaluation of Tender, HDC, SMPK may at its sole discretion, ask any Tenderer to provide all the documents as called for in the tender as also additional documents/details and may also seek clarifications in writing from any Tenderer regarding its offer. The tenderer shall provide such details / documents / clarifications as may be called for within such period as would be specified by HDC, SMPK. The request for providing such details/documents and/or clarification and the response shall be in writing.

HDC, SMPK reserves the right to reject any offer which is non-responsive.

5.3 **Confidentiality:**

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

5.4 Evaluation of Techno Commercial Offer:

- 5.4.1 The techno commercial offers of the Tenderers found responsive as per Clause 5.1 above will then be evaluated as per eligibility criteria as detailed in this tender document.
- 5.4.2 HDC, SMPK reserves the right to get the financial capability of the Tenderer verified from the Annual Accounts of the Tenderers (to be submitted along with Techno – Commercial Part) and in case some discrepancy is found, the details as will be ascertained by HDC, SMPK shall prevail for evaluation purpose.
- 5.4.3. HDC, SMPK by its own means, may also separately ascertain eligible past experience of the Tenderer from the organizations concerned where the Tenderer have acquired the eligible experience. In case, any discrepancy is found, the details as will be ascertained by HDC, SMPK shall prevail for evaluation purpose.

5.5 Evaluation of Price Bid:

- 5.5.1 The techno-commercially qualified tenderers whose Total Amount [aggregate of amounts under Column E=(Column C x Column D) in the Schedule of Rates (Annexure-IV) ~~for all launch taken together~~ is the lowest , shall be considered as the successful tenderer.
- 5.5.2 If the said lowest Total Amount is quoted by more than one tenderer, the tenderers concerned will be required to submit rebate on their originally quoted rates under Column C of the Price Bid, in sealed cover within 3 working days from the date of opening of Price Bid, to ascertain the successful tenderer. The tenderer offering the higher/ highest rebate will be considered as the 'Successful Tenderer'.
- 5.5.3 HDC, SMPK at any stage, however, reserves the right to accept or reject any or all the offers without assigning any reason whatsoever.

6. Acceptance of Order Letter & Contract Agreement:

- 6.1 After finalization of the tender, HDC, SMPK shall issue Order Letter to the successful bidder.
- 6.2 The successful bidder, on receipt of the same, shall convey its acceptance to the offer and remit requisite Security Deposit within a period of 30 days from the date of issuance of Work Order against the tender, failing which the Work Order will become liable for cancellation.
- 6.3 Pending execution of Contract Agreement, the Order Letter and its acceptance by the successful Tenderer will be construed as an Agreement between HDC, SMPK and the successful Tenderer for fulfilling the scope of work and obligation of the contract by the successful bidder.
- 6.4 All costs, charges and expenses etc. to be incurred in connection with Contract Agreement / Bank Guarantee(s) etc. including Stamp Duty in connection with contract shall be borne by the successful tenderer.

6.5 Engineer of the Contract (EoC):

General Manager (Management & Services), Haldia Dock Complex/ Syama Prasad Mookerjee Port, Kolkata (SMPK) (**erstwhile Kolkata Port Trust**) will be the 'Engineer of the Contract'.

6.6 Contract Agreement:

The contractor shall be required to execute at his own cost and expenses a "Contract Agreement" on a Non-Judicial Stamp paper valued at Rs. 50/- or more signed jointly with HDC under official seals..

7. SPECIAL CONDITIONS OF CONTRACT:**7.1 Placement of launch(es) for Inspection and Acceptance of HDC/SMPK for the purpose of Commencement of Contract:**

7.1.1 The successful tenderer shall have to place all the launch(es) (as per required specifications) to be deployed under the contract along with relevant documents e.g. permits/licences etc. issued by concerned authority permitting use of the launch(es) on hire (as applicable) before EoC or his authorized Representative for inspection and acceptance within 15 days from the issuance of the Work Order by the successful tenderer, for which no charge shall paid by HDC.

7.1.2 The contractor may place the launch for inspection & acceptance in phases if he so desires, within the stipulated time of 15 days.

7.1.3 Without acceptance of all launch to be deployed under the contract, the contract shall not commence.

7.1.4 After acceptance of the launch by the EoC or his authorized Representative, the successful tenderer will be intimated about the details of deployment points of launch. Successful tenderer shall immediately deploy all the launch accordingly.

7.1.5 The contract will commence from the date of deployment of all the launch under the contract at HDC after acceptance of the launch by EoC or his authorized representative, as per the provisions of the tender and Work Order, which will be the 'Date of commencement of contract' .

7.1.6 Liquidated Damages:

7.1.7 In the event of successful bidder failing to commence the contract for supply, operation & maintenance of launch within the stipulated time frame or such extensions thereof as may be allowed by the "Engineer Of The Contract" in writing, the successful bidder shall be required to pay as compensation, and not as penalty, @ ½% of the total order value for delay in supply, operation & maintenance of vehicles of every week or part thereof, provided the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10% of the total order value.

7.1.8 HDC, SMPK may without prejudice to any other method of recovery, deduct the amount of such damages from any amount which is due or which may become due to the successful bidder. The payment or deduction of such damages shall not relieve the successful bidder from the obligation to complete the contract provisions / liabilities or from any other of his obligation or liabilities under the contract.

7.2 Period of Contract:

The contract shall remain valid for a period 3 years from the 'Date of commencement of contract'.

7.3 Security Deposit:

- 7.3.1 The successful tenderer shall have to keep Security Deposit for amount computed as per the under noted percentage on the evaluated value of the tender as accepted by Syama Prasad Mookerjee Port, Kolkata (SMPK) **(erstwhile Kolkata Port Trust):-**

| Value of work | % Security Deposit |
|---|---|
| Evaluated and accepted value of the contract. | 3% of the evaluated and accepted value of the contract. |

- 7.3.2 The Security Deposit shall have to be deposited in DD drawn on any Scheduled Bank in favour of Haldia Dock Complex; Syama Prasad Mookerjee Port, Kolkata (SMPK) **(erstwhile Kolkata Port Trust)** and payable at Haldia / Kolkata or in the form of Bank Guarantee [on a non Judicial Stamp paper of denomination of Rs. 50/- or more] as per enclosed proforma at Appendix-VIII within 30 days from the date of issuance of Work Order against the tender.

- 7.3.3 The Security Deposit shall be held HDC/SMPK as security for the performance of the contractor's obligations under the contract. The Security Money shall be refunded after successful completion of the contract without any interest subject to recovery of damages and / or losses incurred, if any, by HDC due to default on the part of the contractor.

- 7.4 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 a 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.

7.5 Deployment of Sub-Standard launch during the currency of contract:

- 7.5.1 No relaxation shall be made regarding specifications of the launch deployed under the contract as stipulated in the tender document.

- 7.5.1 In case the contractor provides launch which do not fulfill any/all of the specifications as mentioned hereinabove, and / or do not possess permit/ licence wherever applicable, the payable amount to the contractor against the launch for the month shall be reduced as per the following formula:

- 1) 1% of the accepted composite monthly rate per day for the first ten days the said sub standard launch is / are supplied;
- 2) 2 % of the accepted composite monthly rate per day for the next ten days of supply of the sub-standard launch, and
- 3) 2.5 % of the accepted composite monthly rate per day for next ten days.

- 4) Continuation of supply of sub-standard launch beyond 30 days shall be treated as non-supply and compensation as per Clause-7.6 shall be levied.

The decision of EoC in the matter shall be final and binding on the contractor.

7.6. Compensation Charges for non-supply of a launch during the currency of contract:

- 7.6.1 In case the HDC/SMPK is deprived of the use of any launch at a duty point of the kind mentioned hereinabove during the contractual period for a day / a number of days in a month, by reason of non-supply, an amount equivalent to 1/30th of the accepted composite monthly rate of the launch concerned per day shall be deducted from the payable amount for the month. In addition to the same, a sum equivalent to 50% of the said amount plus GST shall be recovered.
- 7.6.2 Compensation charge at the rate of Rs 770/- plus GST per trip or part thereof shall be payable by the contractor for the trip lost (if any) to HDC, SMPK subject to a maximum of the value equivalent to 1/30th of the accepted composite monthly rate of the launch per day plus GST.
- 7.6.3 Such recovery will be made from the running bill of the contractor. In the matter of enforcing the aforesaid stipulation, the decision of EoC shall be final and binding on the contractor.

7.7 Periodical Inspection:

- 7.7.1 During currency of contract, all the launch will be subject to periodic inspection by EoC or his authorized representative, and if in his opinion any launch is found to be unfit for service under Haldia Dock Complex, the same shall be forthwith replaced by the contractor by another launch of required specification and acceptable to the Trustees.
- 7.7.2 If the contractor does not discontinue the supply of such launch to HDC/SMPK, deduction will be made from the accepted monthly composite amount for such category of launch in accordance with the provision of **Clause- 7.5** thereof.

7.8 Log Book:

- 7.8.1 Printed Log Books / trip statements in prescribed format shall have to be supplied by the Contractor at his own cost for the launch.
- 7.8.2 The Log Book of the launch shall be written by the authorized officials of HDC. The contractor or his representatives of the launch shall not write anything in the Log Book.
- 7.8.3 Payment shall be made on the basis of trips certified by the using official of the concerned user section under which the launch are deployed.

Note: The payment to the contractor shall however be made as per the composite monthly rate of the launch concerned accepted by HDC/SMPK along with applicable GST. In case of excess trip beyond the monthly ceiling trip and /or beyond normal duty hours payment shall be made as per **Clause-7.10** along with GST.

7.9 Payment of bills under the contract:

- 7.9.1 The contractor shall raise bills against supply & operation of concerned launch as per the composite monthly rate of the launch quoted by the successful tenderer & accepted by HDC/SMPK plus applicable GST.
- 7.9.2 For the 1st. month of the contract (in case the contract commences on a day other than 1st. of the month), the contractor shall raise bill for that month from the date of commencement of the contract, for which payment will be made on pro rata basis @ 1/30th of the accepted composite monthly rate of the launch per day.
- 7.9.2.1 Similar payment methodology will be followed for the last month of the contract as well.
- 7.9.3 In case of excess trips of a launch (in trips beyond the specified monthly ceiling trips, claim against the same is to be raised as per **Clause-7.10** plus applicable GST.
- 7.9.4 The contractor shall submit GST compliant bills (4 copies) every month along with the relevant log books and trip statements to the office of the respective User Division/Section. The concerned representative(s) of User Section/Divisions shall certify the respective bills and forward the same to Finance Division through Administration Division for payment.
- 7.9.5 Payment to the contractor shall be made to the designated bank of the contractor through ECS mode.

For the purpose, the contractor shall submit the following details:

- 1) Bank A/c No.:
- 2) Name of Bank :
- 3) Name of Branch :
- 4) Branch Code:
- 5) RTGS Code (if applicable):
- 6) Full address of Branch:
- 7) FAX No. & Phone No. of Bank Branch:

- 7.9.6 Payment to be made against each launch shall comprise:
- i) The monthly composite charges of the launch concerned quoted by the successful tenderer and accepted by HDC/ SMPK.
 - ii) Payment for excess trips beyond the monthly ceiling levels for the launch as prescribed in Clauses 2.4 & 2.5 of the tender document. Methodology of such payment is given under clause 7.10 of this tender document.
 - iii) The expenditure for additional trips beyond the ceiling trips shall be paid extra.
 - iv) GST at actuals as applicable
- 7.9.7 The contractor shall be required to upload the details of the invoice raised on SMPK in GST Return as per Law. In case of any failure, GST, even if paid, shall be recovered from the contractors.
- 7.9.7 SMPK shall make deductions as applicable for various non-fulfillments of the Scope of Work and other obligations on the part of the contractor as per the tender conditions from the monthly bills.

7.10 Payment to be made to the contractor for running the launch beyond the ceiling levels of utilization as prescribed in the tender document under **Clauses 2.4 & 2.5** .

7.10.1 **Payment for excess trips beyond ceiling trips /launch of 200 trips:**

- i) Reconciliation of trips for calculation of any excess trips beyond prescribed ceiling level for a launch will be done on every six-monthly basis [Commencement of 1st.six-monthly period to be reckoned from the date of commencement of contract] based on the following:
For calculation of amount payable towards excess trips run of the launch at the end of every six- monthly period of the contract, the difference between actual total trips run of the launch during the concerned six-monthly period and the corresponding total prescribed ceiling trips of the launch during this six-monthly period, will be considered.
- ii) Based on the above, the GST compliant claim along with required documents/statements shall be raised by the contractor after completion of every six-monthly period of the contract, to Administration Division for certification of the concerned bill and forward the same to Finance Division for payment.
- iii) In the event of utilization of launch beyond the respective prescribed monthly ceiling trips levels over a six-monthly period in terms of above, the contractor shall be paid for such additional utilization beyond prescribed monthly ceiling trips levels as applicable, at the following rates:

| | |
|---|---------------|
| | Amount in Rs. |
| Rate per trip per launch for each excess trip | 770/- |

- v) Similarly if in a particular month the monthly trips falls short of the monthly ceiling trips, such shortfall will be utilised in subsequent month(s). Reconciliation of trips will be done at the end of every six- monthly period of the contract. The shortfall between total prescribed ceiling trips of launch during the concerned six-monthly period and the corresponding actual total trips of concerned launch during this six monthly period, will be considered and be recovered at the prescribed rate as mentioned above.

7.11 **Escalation:**

During the currency of the contract, the contractor shall not be entitled to receive any escalation for any increase in the price of labour, materials, spares or any other item except for fuel (HSD).

- i) The rate of escalation/de-escalation for fuel shall be the actual difference between the rate of HSD prevailing at Haldia on the last date of submission of tender and the minimum rate of HSD at Haldia (price of Oil PSUs) prevailing in a given month for which the escalation/de- escalation is effected and claimed. For the purpose of calculating the escalation/de- escalation on account of fuel oil (HSD), the rate of consumption of HSD per trips of a launch shall be considered as follows:

| | | |
|--|---|--|
| Rate of consumption of HSD by a Launch | = | 6 ltrs./ trip (i.e. from Kukrahati to Roychak and back to Kukrahati) |
|--|---|--|

- ii) The effect of fluctuation in fuel rates, the monthly payment may be adjusted on the basis of actual trips in a month. However, the payment adjustment will be made only in case the fluctuation is beyond +/- 5%.
- iii) In case the fluctuation is beyond 5% (upward / downward), the effect of fluctuation will be given for the part of variation beyond 5%.

7.12 Taxes, Labour Laws and other Regulations:

7.12.1 The contractor shall fulfill all legal obligations in respect of supply of launch. HDC, SMPK shall accept no liability whatsoever in the matter including in case of accident, if any.

7.12.2 The contractor shall be fully and exclusively liable for the payment of any and all taxes now in force or hereafter imposed, increased or modified from time to time in respect of the above job and all contributions and taxes for unemployment compensation, insurance and old age pensions and amenities now or hereafter imposed by any law of the Government /local bodies which are imposed with respect to or covered by the wages , salaries or other compensations paid to the persons employed by the contractor. The HDC, SMPK shall have no liability whatsoever concerning the employees of the contractor. The contractor shall keep HDC/SMPK indemnified against all losses or damages or liability arising out of or imposed in the course of employing the persons or out of his relation with his employees. The contractor shall make regular and full payment or wages / salaries and other payments due to his employees and furnish necessary proof whenever required by the HDC, SMPK. The contractor shall be liable to pay any increase of wages / salaries of his employees during the contractual period.

7.12.3 The contractor shall be responsible for the compliance with all acts, laws and regulations as applicable with regard to the performance of work under the contract including the Inland Vessel Act, 1917 (I of 1917), Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, 1970, Industrial Dispute Act, 1947, Shops and Commercial Establishment Act, Factory Act, Workmen's Compensation Act, ESI Act, Payment of Wages Act, Bonus Act, Employees Provident Fund Act etc. and such other applicable Central / State Acts from time to time and take such steps as may be deemed necessary in this regard.

7.12.4 The contractor shall defend, indemnify and hold HDC,SMPK harmless from any liability or penalty, which may be imposed by the Central / State Government or local authorities by reason of any regulations or requirements and also from all claims, suits arising out or by reason of the work provided by this contract including any liability that may arise out of any accident whether brought by the employees of the contractor or by third parties or by the Central or State Government authority or any sub-division thereof.

7.13 The contractor shall at his cost , arrange all road permits, permission / approval from any authorities as may be required, in connection with operation of the launch under the contract.

7.14 The provisions of the EPF & MP Act – 1952 and the rules / schemes framed thereunder shall be applicable to the contractor and his eligible employees engaged for this work. The contractor shall furnish the code number, allotted by the RPFC authority, to HDC/SMPK.

7.15 The contractor shall indemnify the Trustees from the possible future demand of workers / employees engaged by them under this contract, for absorption in HDC/SMPK. It shall

be the responsibility of the contractor to address and solve such demands if such a situation arises. HDC/SMPK shall have no liability whatsoever in such matters.

7.16 Insurance:

The launch provided to the HDC, SMPK at any point of time during the contract period shall be covered by comprehensive insurance as per requirement of law time being in force.

7.17 Non-assignability:

No part of the contract or any share of interest therein shall in any manner or degree be transferred or assigned or sublet by the contractor directly or indirectly to any person, firm or company whatsoever

~~7.18 The contractor shall buy RFID permits for their drivers for entry into the dock area from the authorized service provider of HDC, at their cost and arrangements.~~

7.19 Payment of charges for part supply on days of Bandhs, Strikes, etc. called by political parties, Compensation as per **Clause-7.6** shall be applicable for any part supply/non supply.

7.20 In case of abandonment of the work of supplying launch to the HDC/SMPK within the contract period, HDC, SMPK shall be at liberty to make alternative arrangement at the sole risk and cost of the contractor.

7.21 Force Majeure:

7.21.1 Neither party shall be liable for any delay in performing obligations or for failure to perform obligations if the delay or failure results from any of the following (whether happening in India or elsewhere) FORCE MAJEURE, Act of God or any governmental Act, fire, earthquake, explosion, accident, industrial dispute, civil commotion or anything beyond the control of either party. The parties hereto shall make all reasonable endeavours to minimize any such delay. Upon cessation of the event giving rise to the delay, the parties shall, in so far as may be practicable under the circumstances, complete performance of their respective obligations as described in these terms and conditions. Force Majeure Event shall mean any event or circumstances or a combination of events and circumstances not attributable to the Contractor like those as set out hereunder or the consequences thereof which may materially and adversely affect the Contractor in due performance of its various obligations under the contract.

7.21.2 Notice of Force Majeure Event:

The Contractor shall give notice to SMPK in writing of the occurrence of the Force Majeure Event as soon as the same arises which in any event shall be within 24 hours from the time of occurrence.

7.21.3 Effect of Force Majeure Event:

If the period of Force Majeure continues or is in the reasonable judgement of the parties is likely to continue beyond a period of 90 days, the parties may mutually decide to terminate the contract or continue the contract **on mutually agreed terms.**

7.22 Dispute Resolution:

In the event of any dispute, question or difference arising during the contractual period or during any other time, as to any matter connected with or arising out of the contract, the decision of the Deputy Chairman, HDC, SMPK shall be final and binding upon all parties.

7.23 Event of Default Cases:

Any one or more of the following will construe the successful bidder's event of default:

- (a) In case there is delay in commencement of contract beyond 75 days from date of Work Order.
- (b) If the successful bidder fails to perform or discharge any of its obligation under the provisions of the contract.
- (c) If representation made, or documents / certificates submitted or warranties given by the successful bidder during the tendering stage or during the currency of the contract is / are found to be false or misleading.
- (d) The successful bidder is adjudicated bankrupt or insolvent.
- (e) The successful bidder assigns or transfer job as per provisions of the contract to any third party without permission from HDC-SMPK.
- (f) If the successful bidder, through its employees, get engaged or wrongly takes part in prohibited or unlawful activities or even fails to prevent such prohibited / unlawful activities.

7.24 Termination of Contract either in Part or In Full:

7.24.1 If at any time during the period of contract it is observed that there is an occurrence of a event of default as mentioned in clause 7.23 of the tender document and / or launch / launches is / are not being supplied as per desired specification and / or the launch / launches are not being operated and maintained properly and / or the statutory & legal obligations in respect of supply and operation of launch / launches are not being fulfilled by the contractor and / or the numbers of launches required by HDC has decreased from its original estimate, the EoC or his authorized representative shall assess the position and if he is of the opinion that the conditions of the launch / launches and / or operation of the launch / launches are not to the satisfaction of the Management and / or legal obligations are not being fulfilled by the contractor and / or the necessity of hiring vehicle(s) no longer exists, the EoC or his authorized representative, the contract will be liable for termination , either in full or in part, after giving 30 days' notice and decision of the competent authority of HDC/SMPK in the matter shall be final and binding on the contractor.

7.24.2 Upon termination of the contract, for any of the reasons the EoC or his authorized representative shall be entitled to carry on the transport services at the risk and expenses of the contractor through any independent agency for the balance period of the contract and to recover from the contractor in addition to any other amount, compensation or damages that SMPK is entitled to in terms of the other relevant clauses in the tender document. HDC will be entitled to retain or deduct money due under the contract from any amount due to the contractor under any other contract.

7.24.3 Security Deposit would be liable to forfeiture in case of pre-mature termination of the contract owing to breach of contractual obligation(s) by the contractor.

7.24.4 No compensation whatsoever shall be paid by HDC, SMPK to the successful Tenderer in the event of termination of the contract.

7.24.5 If after termination, any amount is due to be paid by HDC, SMPK to the successful bidder, the same shall be paid after adjustment of the dues and damages receivable by HDC, SMPK from the successful tender.

7.25 Foreclosure of Contract in full or in part due to Abandonment or reduction in scope of work :

If at any time after the commencement of the contract ,HDC/SMPK decides to abandon or reduce the scope of the work for any reason whatsoever and hence not require the whole or any part of the works to be carried out , the Engineer of the contract (EoC) shall give notice in writing of the effect to the contractor and contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work

7.26 Contractor to Indemnify SMPK:

The contractor shall indemnify and keep indemnified SMPK and its every member, officer and staff of the SMPK against all actions, proceedings, claims, costs and expenses whatsoever in respect of or arising out of any action, failure or default by the contractor in due performance of his obligation under this contract.

8. General Conditions of Contract :

Trustees' General Conditions of Contract shall also be applicable for this contract. The tenderers may like to inspect the same during office hours at the office of the EoC, Jawahar Tower Connector Building, Haldia Dock Complex, Haldia Township, Haldia, Purba Medinipur.

LIST OF DOCUMENTS TO BE UPLOADED

Following documents for meeting the pre-qualification criteria should be duly filled up, signed with seal, scanned and uploaded by the Tenderer along with offer otherwise their offer may be rejected:

| |
|--|
| 1. Certified copies of all work orders and work completion certificates to substantiate the details given under Appendix-IV regarding Essential Technical Capacity. |
| 2. Certificate in the format as given at Appendix-V regarding Essential Financial Capacity certified by Statutory Auditor/Certified Public Accountant/Chartered Accountant. |
| 3. Audited balance sheet and Profit & Loss account for the last 3 (three) financial years. If due date (scheduled opening date of tender) falling within three months (April to June) of the closing of the latest financial year, the latest financial year may be ignored and financial turnover of the three years, year previous to the latest financial year may be considered. |
| 4. Copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable. If this is not applicable, the Tenderer should submit a declaration in this regard. |
| 5. Copy of valid GST Registration Certificate |
| 6. Self certified copy of PAN |
| 7. Copy of certificate from E.S.I.C. and R.P.F.C. indicating respective Code No(s), if applicable. In case the tenderers are not covered under RPFC and ESIC, they must give an Affidavit affirmed before the 1st Class Magistrate as per format given at Appendix-VI and VII as the case may be. |
| 8. Covering Letter by the Tenderer as per Appendix-I |
| 9. Profile of Tenderer as per Appendix- II. |
| 10. Power of Attorneys as per Appendix-IIA. |
| 11. Details of Launch(es) intended to be supplied as per Appendix- III |
| 12. Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate for Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme), if applicable. |
| 13. Indemnity Bond as per format given at Appendix-X |
| 14. Copy of valid certificate of Certificate of Registration of Steam/Motor vessel under Inland Vessel Act, 1917 (I of 1917). |
| 15. Certified copy of Memorandum of Association, in case the tenderer is a company. |
| 16. Partnership deed (duly attested) in case the tenderer is a partnership firm. |
| 17. Copy of the Tender Document duly signed in all the pages without suggesting any deviation in any of the clauses mentioned therein. |
| 18. Copy of Trade License. |
| 19. Scan copy of proof of Earnest Money Deposit & Bid Document Fees. |
| 20. Bid Security declaration as per format given at Appendix-XI |
| 21. Copy of Agreement/Document pertaining to deployment/intended to deployment of launch under the Contract in case bidder is not the owner of a launch. |
| 22. All others supporting documents as indicated in the Tender Document, as may be applicable. |

(To be downloaded, filled up, signed, scanned and uploaded)

Covering Letter

To,
General Manager (M&S)
Haldia Dock Complex,
Syama Prasad Mookerjee Port (Kolkata)
(erstwhile Kolkata Port Trust),
Jawahar Tower Complex,
P.O.- Haldia Township,
Dist. - Purba Medinipur,
Pin-721607 (W.B).

Dear Sir,

I/We, (Name of tenderer) having examined the Tender Document including any Addendum/corrigendum thereof and understood its contents, hereby submit the Tender for SUPPLY & OPERATION OF LAUNCH BETWEEN ROYCHAK AND KUKRAHATI UNDER HALDIA UNDER HALDIA DOCK COMPLEX , SYAMA PRASAD MOOKERJEE PORT, KOLKATA (SMPK) **(ERSTWHILE KOLKATA PORT TRUST)** FOR A PERIOD OF 3 YEARS

2. I/ We accept all the terms & conditions of contract & have no reservations to any provision as mentioned in the tender document including any Addendum/corrigendum thereof.
3. I / We have signed all the pages of this tender document and have submitted the Price part separately following all necessary guidelines given in this tender document.
4. I / We have submitted copies of the required documents/certificates as mentioned at Annexure ----- of the tender document.
5. I / We have deposited requisite Earnest Money and Tender/Bid Document fee for the tender.

Or

I /We have submitted documentary evidences for Micro & Small Enterprises (MSEs) registered with NSIC (Under single point registration scheme) as per tender conditions.

[Please strike out the alternative which is not applicable in your case out of the above two and initial the same].

I/We shall make available to Syama Prasad Mookerjee Port, Kolkata (SMPK) **(erstwhile Kolkata Port Trust)** (hereinafter referred to as SMPK) any additional information it may find necessary or require to supplement or authenticate the Tender.

6. I/We acknowledge the right to SMPK to reject our tender without assigning any reasons or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. I/We declare that I/we, are not a Member/associate of any other tenderer applying for pre-qualification.

8. I/We, on behalf of my/our concern / company hereby declare that I/ any partner /any director of my/our concern / company or any associate is not associated with any other tenderer bidding for the instant work.
9. I/ We also certify the following:-
- i) I/We/any of the consortium members have not been debarred by the Central/ State Govt. or any entity controlled by them or any other legal authority for participating in any tender/ contract/ agreement of whatever kind.
 - ii) I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.
10. I/we hereby undertakes that I/we will abide by the decision of SMPK in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by SMPK in this regard.
11. I/we declare that none of the vehicles to be supplied shall be owned by near ones / relatives of any official of SMPK.
12. I/We understand that SMPK reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at anytime without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.

Thanking you,
Yours faithfully,

Signature of Power of Attorney Holder(s) Name:

.....

Designation:

Date: -----

Seal

(To be downloaded, filled up, signed with seal, scanned and uploaded)

PROFILE OF THE TENDERER

1.
 - (a) Name of the Tenderer:
 - (b) Country of incorporation:
 - (c) Nature of the Company (whether private or State-owned entity):
 - (d) Address of the corporate headquarters and its branch office(s), if any in India:
 - (e) Date of incorporation and commencement of business:

2. Brief description of the Company including details of its main lines of business:

3. Details of individual(s) who will serve as the point of contact/communication for the Tenderer:
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
 - (f) E-Mail Address :
 - (g) Fax Number :

4. **Particulars of the Authorized Signatory of the Tenderer:**

| | | |
|--------------|---|--|
| Name | : | |
| Designation | : | |
| Address | : | |
| Phone Number | : | |
| Fax No. | : | |

5. **Details of the Banker(s) for the Tenderer:**

| | |
|---|--|
| Bank A/c No.: 2) Name of Bank : 3) Name of Branch: 4) Branch Code: 5) RTGS Code (if applicable): 6) Full address of Branch: 7) FAX No. & Phone No. of Branch: | |
| GSTN Registration. No. | |

| | |
|--|--|
| Permanent Income Tax Account No. (PAN) of Income Tax. | |
| Professional Tax Registration No. , if applicable. | |
| Trade License No. | |
| Reference No. of NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate, if applicable. | |

Note: In case of ' Non-applicability' regarding the above, if any, reason(s) should be clearly furnished along with supporting documents.

.....

Signature of Authorized Signatory

Name:

Designation:

Date :

Seal :

Date: _____

Signature of the Tenderer & Office Seal

Appendix-IIA

(To be downloaded, filled up, signed with seal, scanned and uploaded)

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 ATTORNEYTo whomsoever it may concern

Mr. _____ [Name of the Person], residing at
 _____ [Address of the person], 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) (**erstwhile Kolkata Port Trust**) 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)

(Signature with Office Seal)

Date :- Name :-

Place: Designation :-

Address :-

Appendix-III

(To be downloaded, filled up, signed with seal, scanned and uploaded)

FORMAT FOR SUBMITTING DETAILS OF LAUNCH INTENDED TO BE SUPPLIED
SCHEDULE 'M' SPECIFICATION OF LAUNCH**(This should be filled up for each launch separately)**

| | | |
|----|---|--|
| 1 | Name of the Launch | |
| 2 | Name and address of the owner of the launch. | |
| 3 | Length of Launch (Should be not less than 50 ft.) | |
| 4 | Breadth (Should be not less than 12 ft.) | |
| 5 | Type of Engines: Capacity not less than 6 cylinders | |
| 6 | Horse Power of Engine (should be not less than 160 HP) | |
| 7 | Estimated speed of the launch as per Certificate of Registration (not less than 7 knots). | |
| 8 | Official No. as per Certificate of Registration. | |
| 9 | No., Years and Port of Registry as per Certificate of Registration | |
| 10 | Number of passenger the launch is certified to carry (not less than 20 heads). | |
| 11 | Date of last survey by IWT Directorate; Transport Department; Govt. of West Bengal. | |

Date: _____

Date:

Signature of the authorized representative
of tenderer and office seal.

FORMAT FOR DEMONSTRATING TECHNICAL CAPACITY & EXPERIENCE

(To be downloaded, filled up, signed, scanned and uploaded)

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

Details of experience during last 7 years ending on 30.11.2021 (Reference Clause 3.2)

| Sl. No. | Contract Reference No and the name of the organization who placed the order | Total Contract Value of the Work Order | Whether the contract has been completed. If yes, the date of completion of the work. | In case the contract is on-going, the extent of work completed till 30/11/2021. | Details of work completion certificate |
|---------|---|--|--|---|--|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Note: The tenderer shall submit certified copies of all Work Orders and Work Completion Certificate(s) to substantiate the details given above along with his Techno-Commercial Bid.

Signature of Authorized Signatory

Name :

Designation :

Date :

**Seal
CERTIFIED BY**

Name of Statutory Auditor /Chartered Accountant Firm

.....

Registration no. & other details

Name of Signatory

Signature.....

Designation

Date.....

Appendix-V

FORMAT FOR DEMONSTRATING FINANCIAL CAPACITY (in Rs lakhs)

(Reference Clause 3.3)

(To be downloaded, filled up, signed with seal, scanned and uploaded)

| Name of Tenderer | Annual Financial Turn Over (Average of last 3 financial years) |
|-------------------------|---|
| (1) | (2) |
| | |

Average Financial Turnover should be certified by Statutory Auditor/ Certified Public Accountant / Chartered Accountant

Signature of Authorized Signatory

Name:

Designation:

Date :

Seal

CERTIFIED BY

Name of Statutory Auditor/Chartered Accountant Firm

Registration No. & other details

Name of the Signatory

Signature

Designation

Date

Appendix-VI

(To be downloaded, filled up, signed with seal, scanned and uploaded)

Affidavit Format in case the Tenderer is not covered under ESI Act or exempted

On 10/- (Rupees Ten) Non-judicial Stamp Paper

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT _____

Affidavit

I _____ son of _____ aged about _____ years, by faith _____ by occupation _____ residing at _____, do hereby solemnly affirm and declare as follows:

1. THAT I am the Proprietor/Partner/Director _____ having office at _____ and carrying on business on the same name and style.

(In case the above Deponent is an enlisted Contractor at Syama Prasad Mookerjee Port, Kolkata (SMPK) **(erstwhile Kolkata Port Trust)**, the same should be mentioned in the affidavit).

2. THAT my aforesaid Firm is exempted from Employees' State Insurance (E.S.I.) Act and the said Firm has no valid E.S.I. Registration.
3. THAT the present affidavit is to be filed before the Syama Prasad Mookerjee Port, Kolkata (SMPK) **(erstwhile Kolkata Port Trust)** as per the clause no. _____ of the Tender vide Tender no. _____ issued by the Syama Prasad Mookerjee Port, Kolkata (SMPK) **(erstwhile Kolkata Port Trust)** in respect of the work (the work is to be mentioned).

THAT the statements made above are all true to the best of my knowledge and belief.

Deponent

Identified by:

APPENDIX-VII**(To be downloaded, filled up, signed with seal, scanned and uploaded)****Affidavit Format in case the Tenderer is not covered under Provident Fund Act or Exempted**

On 10/- (Rupees Ten) Non Judicial Stamp Paper

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT _____

Affidavit

I _____ son of _____ aged about _____ years, by faith _____ by occupation _____, residing at _____, do hereby solemnly affirm and declare as follows:

1. THAT I am the Proprietor/Partner/Director _____ having office at _____ and carrying on business on the same name and style.

(In case the above Deponent is an enlisted Contractor at Syama Prasad Mookerjee Port, Kolkata (SMPK) **(erstwhile Kolkata Port Trust)**, the same should be mentioned in the affidavit).

2. THAT my aforesaid Firm is exempted from Provident Fund Act and the said Firm has no valid Provident Fund Registration.
3. THAT the present affidavit is to be filed before the Syama Prasad Mookerjee Port, Kolkata (SMPK) **(erstwhile Kolkata Port Trust)** as per the clause no. _____ of the Tender vide Tender no. _____ issued by the Syama Prasad Mookerjee Port, Kolkata (SMPK) **(erstwhile Kolkata Port Trust)** in respect of the work (the work is to be mentioned).

THAT the statements made above are all true to the best of my knowledge and belief.

Deponent

Identified by:

APPENDIX-VIII

SPECIMEN BANK GUARANTEE PERFORMANCE FOR SECURITY DEPOSIT

[TO BE EXECUTED BY ANY KOLKATA/HALDIA BRANCH]

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]

BANK GUARANTEE FOR SECURITY DEPOSIT

(To be submitted on Non-Judicial Stamp Paper of worth not less than Rs.50/-)

Name of Work: -----

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

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

WHEREAS

The Board of Trustees for the Port of Kolkata, a body corporate – duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), (hereinafter referred to as “The Trustees”) have invited Tender No.

AND WHEREAS

Shri / Messrs..... a Proprietary / Partnership / Limited / Registered Company, having its Registered Office at..... (hereinafter referred to as “The Bidder” which expression shall mean and include their successors and assigns) have submitted their offer against the Bid.

AND WHEREAS

One of the terms of the Bid being that the successful Bidder should submit Security deposit in the form of an irrevocable and unconditional Bank Guarantee as a security against the event of the Bidder withdrawing their offer on any ground whatsoever during the period of validity of the offer and/or the Bidder fails to enter into Contract despite the Trustees select the Bidder as the successful Tenderer against the Bid. We,

Branch, Kolkata/Haldia, do hereby issue our irrevocable and unconditional Guarantee in favour of The Trustees for a sum of Rs..... only. We, Branch, Kolkata...../Haldia, do on the advice of the Bidder, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs..... We, Branch, Kolkata...../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, Kolkata...../Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Kolkata Port Trust", without any demur. Even if there be any dispute between the Bidder and the Trustees, this would be no ground for us,(Name of Bank), Branch, Kolkata/Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that we, Branch, Kolkata...../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 Bidder.

2. We, Branch, Kolkata...../Haldia, further agree that a mere demand by the Trustees at anytime and in the manner aforesaid, is sufficient for us,Branch, Kolkata..... / Haldia, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the Bidder and no protest by the Bidder, made wither directly or indirectly or through Court, can be valid ground for us, Branch, Kolkata/ Haldia, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. We Branch, Kolkata...../Haldia, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the entire validity period of the Bid including and extension thereof until the Bidder furnishes the requisite Performance Guarantee for the amount specified in the Tender in the prescribed Form in the event of the Bidder becoming the successful Tenderer and that it shall continue to be enforceable in the Trustees' claim have been satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said Bid have been fully and properly observed / fulfilled by the Bidder 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, Kolkata...../ Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required / determined by the Trustees, only on a written request by the Trustees to the Bidder for such extension of validity of this Bank Guarantee.

4. We, Branch, Kolkata...../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 Bid or to extend the validity period of the Bid or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the Bidder and to forebear or enforce any of terms and conditions relating to the said Bid and we..... Branch, Kolkata...../Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the Bidder or for any forbearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the Bidder or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us, Branch, Kolkata...../Haldia. 5. We..... Branch, Kolkata...../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)

Note :

In case of foreign Bank Guarantee, it shall be routed through any Branch of corresponding Nationalized / Scheduled Bank in India and such corresponding Bank shall confirm the same and standby for all the commitments under the Bank Guarantee. In all cases, any dispute regarding Bank Guarantee will be adjudicated under the jurisdiction of Kolkata High Court.

APPENDIX- IX**FORMAT OF AGREEMENT****THE BOARD OF TRUSTEES FOR THE PORT OF CALCUTTA**

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 Authority Act, 2021 (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, viz and have accepted a Tender / offer by the Contractor for the survey, development, 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 and its enclosures.
 - b. Drawings, if any
 - c. The General Conditions of Contract.
 - d. Special Conditions of Contract (If any).
 - e. The Conditions of Tender.
 - f. The Specifications.
 - g. 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 :- _____

APPENDIX- X**(To be downloaded, filled up, signed with seal, scanned and uploaded)**

On 100/- (Rupees Hundred) Non-judicial Stamp Paper

FORMAT OF INDEMNITY BOND

BY THIS BOND

I, Shri/Smt. -----, son/daughter of Shri/Smt. -----
 -----, residing at -----
 -----, by occupation -----, the Partner/Proprietor/Director of the Firm -----
 -----, having it's office at-----, am a tenderer under
 Syama Prasad Mookerjee Port, Kolkata (SMPK) **(erstwhile Kolkata Port Trust)** (A Statutory
 Body under the MPT Act, 1963).

2. WHEREAS , the said Syama Prasad Mookerjee Port, Kolkata (SMPK) **(erstwhile Kolkata Port Trust)** had asked every Tenderer, who is not covered under Employees' State Insurance (E.S.I.) Act (exempted),to furnish an Indemnity Bond in favour of Syama Prasad Mookerjee Port, Kolkata (SMPK) **(erstwhile Kolkata Port Trust)** against all damages and accidents to the labourer of the Tenderer/ Contractor.

3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Tenderer/Contractor named herein above shall indemnify the Syama Prasad Mookerjee Port, Kolkata (SMPK) **(erstwhile Kolkata Port Trust)** against all damages and accidents occurring to the labourers of the Tenderer/Contractor as demanded by the Syama Prasad Mookerjee Port, Kolkata (SMPK) **(erstwhile Kolkata Port Trust)** and which shall be legal and /or claimed by the Syama Prasad Mookerjee Port, Kolkata (SMPK) **(erstwhile Kolkata Port Trust)** during the execution of the work stated in the Tender No.-----

4. AND the Contractor hereunder agrees to indemnify and all times keep indemnified the Syama Prasad Mookerjee Port, Kolkata (SMPK) **(erstwhile Kolkata Port Trust)** and its administrator and representatives and also all such possible claim or demand for damages and accidents.

IN WITNESS WHEREOF I, -----, the
 Partner/Proprietor/Director/Authorised representative of the Firm -----
 -----, hereto set and seal this the ----- day of-----
 -----.

Annexure-IV

PART – II: PRICE BID**SCHEDULE OF RATES****(TENDER NOT TO QUOTE HERE ,QUOTE ONLY ONLINE)**

| Type & Duty of Launch | Monthly Ceiling run of per launch in trips | Rate (Composite monthly amount per month per launch excluding GST) (in Rs.) | Number launch | Total Amount (Rs) |
|--|---|--|----------------------|--------------------------|
| A | B | C | D | E |
| Wooden Body Motor Launch (Round the clock duty) | 200 trips per month | Rs.----- | 1(one) | Rs. ____ |

IMPORTANT: THE BIDDER MUST NOTE THAT UNIT PRICE IS TO BE QUOTED WITHOUT GST. GST SHALL BE PAYABLE EXTRA AS APPLICABLE