



BID DOCUMENT

FOR

"केडीएस के लिए, मैनिंग सहित एक स्व बार्ज को किराए पर लेने-चालित जल-हेतु निविदा"

TENDER FOR HIRING OF ONE SELF PROPELLED WATER BARGE FOR  
KDS WITH MANNING

Kolkata Dock System E-Tender Notice

Tender No. MRN/HMP/125/2/238, Dated 20.09.2022

**Estimated Cost - Rs. 821 Lakh**

***ISSUED BY :***

DIRECTOR, MARINE DEPARTMENT  
15, Strand Road, Kolkata - 700 001  
Telephone no. 033-2230 3214, Extn- 375(033-22303451),  
FAX No. 033-22303214, Email: [dmd@kolkataporttrust.gov.in](mailto:dmd@kolkataporttrust.gov.in)  
Website: ([www.smporkolkata.shipping.gov.in](http://www.smporkolkata.shipping.gov.in) ).

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**SYAMA PRASAD MOOKERJEE PORT, KOLKATA**  
**Marine Department**

**1.0 Tender Notice**

**e-Tender for Hiring of One Self Propelled Water Barge for KDS**

TENDER No. MRN/HMP/125/2/238    Dated: 20/09/2022

**ESTIMATED VALUE OF THE TENDER FOR TEN (10) YEARS IS  
Rs. 821 Lakh**

e-Tender is invited from reputed, bonafide and resourceful Fleet Owners/Fleet Managers/Operators who meet the requisite experience as per Pre-qualification Criteria stipulated in the Tender Document for supplying a Self - Propelled Water Barge of at least 200 MT water carrying capacity with experienced manning for supply of Fresh water to the vessels at Kolkata Dock System (KDS) and also for carrying out all such duties that the barge is capable of performing up to Diamond Harbour throughout the year. However, the vessel can also be deployed up to Haldia in all weather and up to Sagar in winter months (Fair weather season). In addition the water barge will also be deployed for VIP trips at Kolkata and Haldia. The contract will be for a period of **Ten (10) years**.

**2.0 SCHEDULE OF TENDER (SOT)**

a)	TENDER No.	MRN/HMP/125/2/238
b)	MODE OF TENDER	<p>e-Procurement System Online (Part I - Techno-Commercial Bid and Part II - Price Bid), through e-nivida Portal <a href="https://kopt.enivida.in">https://kopt.enivida.in</a></p> <p>The intending bidders are required to submit their offer electronically through e-nivida Portal "https://kopt.enivida.in". No physical tender is acceptable by Kolkata Dock System.</p>
c)	i) Estimated Cost Of Work	<b>Rs. 821 Lakh</b> for a period of 10 years. Pre-qualification criteria will be drawn on one year's estimated value i.e. <b>Rs. 82.1 lakh</b> .
	ii) Earnest Money Deposit @ 2%	The intending bidders should deposit Earnest Money (EMD) equivalent to an amount of <b>Rs. 16,42,000/-</b> (Rupees Sixteen Lakh Forty two Thousand only) to Syama Prasad Mookerjee Port, Kolkata separately by RTGS / NEFT along with their offer directly into

		<p>the designated bank account of Syama Prasad Mookerjee Port, Kolkata, Name of Bank &amp; Branch: Indian Overseas Bank, Current Account No.: 227002000000018.</p> <p>IFS Code: IOBA0002270.</p> <p>Concerned vendors / contractors must ensure that the remitting bank positively enters their name and Tender no. in the 'Sender to Receiver' column at the time of making payment of Bid document fee by RTGS / NEFT. Details of Bid document fee remitted should be entered by the participating vendor / contractor in the space provided in the e-tender as indicated hereunder.</p> <p>a. Name of remitting vendor / contractor: b. Tender No: c. Amount remitted: d. Date of remitted: e. U.T.R No.</p>
	iii) Tender Document fee (non refundable)	The intending bidders also should submit the tender fee of <b>Rs. 2950/-</b> (Rupees Two thousand Nine hundred Fifty only) including GST @18% (non refundable) by RTGS / NEFT to Syama Prasad Mookerjee Port, Kolkata as detailed above.
d.	Date of NIT available to parties to download	20/09/2022 after 1700 hrs
e.	Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at e-nivida Portal <a href="https://kopt.enivida.in">https://kopt.enivida.in</a>	20/09/2022 from 1800 hrs
f.	Pre - Bid Meeting date & Time	27/09/2022 at 1400 hrs (Offline) at Director Marine Department's Office, Kolkata Port Trust, 15, Strand Road. Kolkata-700001
g.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	14/10/2022 at 1400hrs
h.	Date & time of opening of Techno-Commercial Bid and Price Bid.	14/10/2022 after 1400hrs

Note: In the event of any unforeseen closure of work / holiday on any of the above day, the same will be opened / held on the next day without any further notice.

### 3.0 Important instructions for e-tender

This is an e-procurement event of SMP, Kolkata. The e-procurement service provider is 'e-nivida' Portal. You are requested to read the terms & conditions of this tender before submitting your online tender.

#### 3.1 Process of E-tender:

Registration: The process involves vendor's registration with 'e-nivida' Portal <https://kopt.enivida.in> . Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid over the internet: The vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet.

Contact Person (Syama Prasad Mookerjee Port, Kolkata):

Capt. Abhijit Ghosh, Director, Marine Department, I/C

Email : [dmd@kolkataporttrust.gov.in](mailto:dmd@kolkataporttrust.gov.in)

Debasis Paria, Harbour Master(Port) (I/C)

E-mail : [hmp@kolkataporttrust.gov.in](mailto:hmp@kolkataporttrust.gov.in)

Contact persons (enivida Portal):

Phone No.7278929467/8448288981

Mail id: [enividahelpdesk@gmail.com](mailto:enividahelpdesk@gmail.com)/[ewizardkumar@gmail.com](mailto:ewizardkumar@gmail.com)

System Requirement:

Windows 7 or above Operating System

Google Chrome

Signing type digital signature.

3.2 Single stage two covers system comprising of Techno- Commercial Bid and Price Bid.

3.3 All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

3.4 In case of failure to access the payment towards cost of tender document (for any reason, the vender, in term will not have the access to on line e-tender and no correspondence in this respect will be entertained and S.M.P. Kolkata will not be responsible for any such lapses on this account.

- 3.5 All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by S.M.P. Kolkata. Hence the bidders are required to ensure that their corporate email ID provided is valid and updated.
- 3.6 i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.
- (ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to bidder(s) who have downloaded the documents from website. <https://kopt.enivida.in>
- 3.7 E-tender cannot be accessed after the due date and time mentioned in NIT.
- 3.8 Bidding in e-tender:**
- i) Bidder(s) need to submit necessary EMD and tender fees (Cost of Tender Document) to be eligible to bid online in the e-tender. Tender fee is non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by SMP, Kolkata.
  - ii) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
  - iii) The bidder(s) who have submitted the above fees can only submit their Techno-Commercial Bids and Price Bid through E-nivida Portal <https://kopt.enivida.in>
  - iv) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
  - v) The e-tender floor shall remain open from the pre-announced date and time and for as much duration as mentioned above.
  - vi) 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 bidder and acceptance of the same by the Buyer will form a binding contract between Buyer

and the Bidder for execution of supply. Such successful bidder shall be called hereafter SUPPLIER / CONTRACTOR.

- vii) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
  - viii) S.M.P 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.
  - ix) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms and conditions for the tender.
  - x) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor / tender document.
- 3.9 Any order resulting from this open e-tender shall be governed by the terms and conditions for the tender.
- 3.10 After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
- 3.11 The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <https://kopt.enivida.in>
- 3.12 The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
- 3.13 The bid will be evaluated based on the filled-in technical & commercial formats.
- 3.14 The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, punitive action including suspension and banning of business can also be taken against defaulting bidders.
- 3.15 Necessary addendum / corrigendum (if any) of tender would only be hosted in the e-tendering portal <https://kopt.enivida.in> .



3.16 Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender.

3.17 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 EMD and cost of Tender Document as per NIT. Otherwise their offer for those items will not be considered.

3.18 Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) certificate has to be submitted along with the bid

3.19 Due date of submission of Tender will not be extended under any situation.

#### 4.0 **Pre-qualification criteria:**

The pre-qualification criteria shall be as follows:

- 4.1 The firm must have experience in supplying, operating and manning successfully of vessel / barge for transportation of water / fuel / cargo. Performance certificate and work order/agreement obtained from the previous contract/work ordering entity to be produced to establish the credibility.
- 4.2 The firm must have experience of having successfully completed similar works during the last 7 years ending 31<sup>st</sup> July, 2022 which should be in the following manner:-
- a) 3 (three) similar completed works each costing not less than 40% of the estimated value i.e **Rs. 32.84 Lakh/-**.  
OR
  - b) 2 (two) similar completed works each costing not less than 50% of the estimated value i.e **Rs. 41.05 Lakh/-**.  
OR
  - c) 1 (one) similar completed work costing not less than 80% of the estimated value i.e **Rs. 65.68 Lakh/-**.

**“Similar Work”** means supplying a Barge / vessel with manning for transportation of water, fuel or cargo.

However, successful execution of part work for a period of minimum one year in a long term contract, will also be accepted provided value of such work meeting the PQ amount prescribed at Para 4.2 above.

4.3 The average annual financial turnover of the firm during the last 3 years ending March, 2021 should be at least 30% of the estimated value i.e. **Rs. 24.63 Lakh/-** to be certified by chartered accountant.

4.4 Claims for fulfilling the above criteria must be adequately supported by the relevant Agreement/Work order and Performance Certificate from the contract/work ordering entity, Audited Balance Sheet and Profit & Loss A/c of the bidding entity along with schedules and audit report, for last 3 years. If the bidding entity is a Joint Venture/Consortium, they shall submit documents to establish that they jointly meet the eligibility criteria. The bidding entity of joint venture/Consortium shall also submit Company's Audited Balance Sheet and Profit & Loss A/c along with schedules and audit report, for last 3 years.

**5.0 Tender Authority**

Director, Marine Department,  
SMPK, 15, Strand Road, Kolkata-700 001  
Phone : 033-2230-3451 Extn.375, Telefax: 033-2231-0105  
Fax No.033-2230-4901  
e-mail : [dmd@kolkataporttrust.gov.in](mailto:dmd@kolkataporttrust.gov.in) / [hmp@kolkataporttrust.gov.in](mailto:hmp@kolkataporttrust.gov.in),  
Website : ([www.smporkolkata.shipping.gov.in](http://www.smporkolkata.shipping.gov.in) ).

**6.0 Instruction to Bidders**

- 6.1 Bidders are advised to submit quotation based upon Technical Specification, Terms & Conditions, Scope of Work contained in the Bid Documents and General Conditions of Contract and not to stipulate any deviation. Should it, however, become unavoidable, deviations should be suggested during Pre-Bid meeting. SMP, Kolkata reserves the right to accept or reject the suggested deviations. No deviation from the laid down conditions of the Bid Document is firm unless it is notified by SMP, Kolkata.
- 6.2 SMP, Kolkata will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.
- 6.3 The work is to be done as described in Bid-Documents. The Bidders who needs clarifications on any specific issue shall inform the Engineer in writing well in advance of the date of Pre-Bid discussion at the address given in the next clause.
- 6.4 The bidders are advised to examine the tender documents carefully and if the bidders find any discrepancy or omission in the Bid Document or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer, who may send a written explanation to the queries. No oral interpretations shall be made by any Bidder as to the meaning, if any, of the provisions of the Bid Documents. Every

request for an interpretation shall be in writing , addressed and forwarded to the Engineer at the following address:-

**The Director Marine Department, SMP, Kolkata,  
15, Strand Road,  
Kolkata-700 001.**

- 6.5 The bidders may please note that the SMP, Kolkata will not entertain any correspondence or queries on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the SMP, Kolkata's Offices for making such inquiries. Should SMP, Kolkata find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by SMP Kolkata.
- 6.6 Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder. SMP, Kolkata may reject, accept or prefer any bid without assigning any reason whatsoever.
- 6.7 While evaluating tender regard would be paid to National Defense and security consideration.
- 6.8 In case of unscheduled Holiday / Bandh on the date of pre-bid meeting / opening of tenders, the same will be opened on the next working day at the scheduled time.
- 6.9 Trustees reserve the right to verify the submitted copies of documents /credentials with the original documents.
- 6.10 The Bid and any annotations or accompanying documentation shall be in English language only and in Metric System.
- 6.11 Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. SMP, Kolkata may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 6.12 The Bid Document shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be complete and free from ambiguity, change or inter lineation.
- 6.13 Bidders shall set their quotations online as per BOQ format and without any qualifications. Price Bids, containing any sort of qualifying expressions will be rejected.

- 6.14 Changes to Terms & Conditions as enumerated in the bid document will not be valid if not notified by SMP, Kolkata in writing to the bidder. In the event of SMP, Kolkata intends to or awards the work against the said bid to the successful bidder, and the bidder fails to commence the work in stipulated time, the **Earnest Money** will be liable for forfeiture.
- 6.15 SMP, Kolkata reserves the right to ask anyone of the bidders, who have submitted their price quotations, to submit a break-up of the submitted prices with adequate justification to establish for each such component. Bidders to confirm in writing in the form of Tender that should SMP, Kolkata deem it necessary to ask for such a break up of quoted price, they will be duly bound to provide justification to the same failing which or if their justification of prices are found unacceptable to SMP, Kolkata, their Tenders may be cancelled by SMP, Kolkata.
- 6.16 Director, Marine Department or his representative may convene meeting with the bidder with seven days prior notice which the bidders will have to attend, failing which decisions of the Director, Marine Department taken unilaterally will be final and binding on the bidder
- 6.17 The General conditions of contract of SMP, Kolkata shall be applicable wherever relevant.
- 6.18 The bidders must upload all the documents required as per Pre-qualification criteria and the documents enlisted under techno-commercial bid and Price-bid, failing which the tender shall lead to disqualification. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
- 6.19 SMP, 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.
- 6.20 Tender Document (Non-transferable) will be available in the website: [www.smpportkolkata.shipping.gov.in](http://www.smpportkolkata.shipping.gov.in) / E-nivida Portal <https://kopt.enivida.in>. Parties downloading the tender document from above websites should ensure submission of either the Receipt from Treasurer, SMP, Kolkata or Demand Draft towards Tender Fee, failing which the tender will not be considered.
- 6.21 The bidder before filing and submitting the Tender is expected to thoroughly examine the Tender Documents including all instructions, forms, terms, specifications, schedules and reference drawings. Failure/omission to furnish this information required by the tender

Document on submission of a bidder which is substantially responsive to the tender requirement will result in the rejection of such tender.

6.22 Indian agent on behalf of the Principal or Principal itself can bid but both cannot bid simultaneously for the tender. If an agent submits bid on behalf of the Principal, the same agent shall not submit bid on behalf of another principal.

**6.23 Deadline for submission of Tender:**

The completed tender shall be submitted online within the prescribed date and time as indicated in the SOT. Further, the last date of submission of the tender will not be extended under any situation.

6.24 **Amendment of Tender Document:** At any time prior to the deadline for the submissions of tenders, SMP, Kolkata may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Documents by issuance of addenda, which shall be in writing and uploaded in the same websites. Such addenda will form part of their Tender. The Tender Document shall be deemed to be amended only by way of the amendments mentioned above. Any other communication issued to the bidders shall not be construed to as amendment to the Tender Document.

**7.0 Mode of Submission of Bid**

The Tenders are to be submitted online in two parts i.e. 'Part-I' & 'Part-II'. 'Part-I' should constitute the Technical Bid and Terms & Conditions of offer and 'Part-II' should constitute only the Price Bid without any deviation and condition.

7.1 'Part-I' (Techno-Commercial) will contain the following documents:-

- a. Brief particulars of the Firm mentioning company's registration.
- b. Valid Trade License.
- c. GST Registration Certificate
- d. Valid Professional Tax Clearance Certificate/up to date tax payment challan.
- e. Authentic Performance Certificate of similar previous works carried out mentioning value of work and period.

- f. Proof of being registered with Employees' State Insurance Corporation (ESIC)/ ESI Registration Certificate.

In case the firm is not covered under ESI Act, or exempted, they would furnish necessary documents from appropriate authority along with an affidavit in original affirmed before a first Class Judicial Magistrate in a non judicial stamp paper worth Rs.10/- to that effect as per enclosed SMPK approved format enclosed in Annexure -V. In addition, the bidders not having ESI registration must also indemnify SMPK against all damages and accidents occurring to their labour in a non-judicial stamp paper worth Rs.50/- as per enclosed format (Annexure VII).

- g. Proof of possessing valid Employees' Provident Fund (EPF) Account. Copy of Current P.F. Statement / PF Registration Certificate.

In case they are exempted under Provident fund act, they would furnish necessary documents issued by appropriate authority along with an affidavit affirmed before a first class Judicial Magistrate to the effect as per enclosed Proforma (Annexure-VI).

- h. Copies of the transaction receipt related to payment of EMD as well as Tender fee.
- i. A separate letter addressing to Director, Marine Department confirming that the bidder has accepted all terms and conditions laid down in the bid document should be enclosed.
- j. Photo Copy of PAN Card and details of ECS like (i) Name of the Bank with Code No., (ii) Address, (iii) A/C No., (iv) Name of the Branch with MICR Code/IFSC (for outsiders)
- k. An undertaking that the proposed Barge is free from all encumbrances and lien except from any financial institution.
- l. The technical details of the offered Barge as per enclosed format as per **Cl.No 18.0.** , including copy of (i) Certificate of Registry, (ii) All Statutory Certificate else a confirmation from the bidder to build suitable boats and supply the same within the scheduled mobilization period as per required specification.
- m. Self declaration of compliance of Contract Labour Regulation Abolition Act (1970), Workmen Compensation Act and Minimum wage act.

- n. Self declaration of the bidder that the bidding firm has not been debarred/ delisted by any Govt/ Quasi Govt./Public Sector undertaking in India.
- o. Micro and Small Enterprises (MSE's) shall submit the following documents for availing themselves of waiver of EMD and cost of tender documents:-

- i) Valid NSIC Registration Certificate with list of stores / items / services / works for which registration is issued.

OR

- ii) Certificate of District Industries Centre (DIC) or AADHAR based MSME certificate where the categories of firms i.e. Micro or Small is mentioned.

- p. In case of Joint Venture/ Consortium:
  - i) All members have to submit documents as per clause 7.1 a), b), c), d), f), g), j), o), & p).
  - ii) All members have to submit duly filled relevant formats (Annexure - VIII, to Annexure -XIII)

r. **Undertaking:**

The bidder shall submit following unconditional undertaking while submitting the bid using digital signature.

**“The bidder has fully read and understood the entire Tender Document, GCC and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC and Addenda.”**

With this there will be no necessity to upload signed bid document and GCC.

- s. Statement to confirm the status of the Bidder - whether a Partnership Firm, Company or Proprietorship Firm. If demanded by SMP. Kolkata, the bidder would be bound to furnish necessary documents in support of their statement in this regard.
- t. Power of Attorney in original in connection with signing the tender document.
- u. Filled up “Form of Tender” as per enclosed proforma.
- v. Details of supervision and Liaison set up planned to be used for supervision and co-ordination of the work.

- w. Copies of Audited Balance Sheet and Profit & Loss A/c. for last 3 years (i.e. F.Y. 2018-19, F.Y. 2019-20 & F.Y. 2020-21).
- x. Signed blank copy of the Price Bid Format.
- y. Self attested Integrity Pact Format.

7.2 The contractor shall submit the documents as per the Check List above (i.e.as mentioned in clause no.-4.0 & 7.1) at the time of submission of the bid online. The bids will be summarily rejected without any reference to the bidder if the documents mentioned against clause no. 4.3, 4.4, and 7.1 Sl. No. **b, c, e, h, l, n, o, r, s, t, u & v** are not submitted with the bid.

7.3 PART-II (Price Bid): Price shall be quoted online as per the format without any condition or deviation.

#### 8.0 Earnest Money Deposit (EMD):

- a) An amount of **Rs. 16,42,000/- (Rupees Sixteen Lakh Forty two Thousand only)** shall be deposited to *Syama Prasad Mookerjee Port, Kolkata separately by RTGS / NEFT along with their offer directly into the designated bank account of Syama Prasad Mookerjee Port, Kolkata.*
- b) *Earnest Money of unsuccessful bidders will be refunded within 2 months of opening the Price bid or on finalization / acceptance of tender, whichever is earlier. EMD of L-I bidder will only be encashed. Tender submitted without EMD shall not be considered.*
- c) *After conclusion of tender process, EMD of successful bidder will be returned without interest after submission of Security Deposit. However, the contractor may opt for converting the EMD as a part of Security Deposit. In case the successful bidder fails to submit the Security Deposit in terms of tender conditions, the EMD will be liable for forfeiture.*

#### **For Micro & Small Enterprise (MSEs) registered with NSIC:-**

- (i) Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money.
- (ii) 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 will not be considered.



- (iii) Copy of valid NSIC Registration Certificate with list of stores/items/services/works for which registration is issued Certificate of District Industries Centre (DIC)

OR

AADHAR based MSME certificate where the categories of firms i.e. Micro or Small is mentioned must be submitted along with the bid.

## 9.0 Security Deposit:

- 9.1 The successful tenderer will submit Security Deposit for a sum equivalent to 3% of the TOTAL EVALUATED PRICE of the tender as accepted by S.M.P. Kolkata in Demand Draft in favour of " SYAMA PRASAD MOOKERJEE PORT, KOLKATA" and payable in Kolkata or in the form of Bank Guarantee as per the enclosed format (**Annexure- IV**) in favour of 'Syama Prasad Mookerjee Port, Kolkata' from a National / Scheduled Indian Bank with office at Kolkata, through Harbour Master (Port). The Security Deposit will be kept with S.M.P. Kolkata till the completion of the contractual period of **Ten years** and will be refunded as soon as possible after satisfactory completion of contractual period.
- 9.2 SMPK shall en-cash the Security Deposit in the event of the contractor fails to comply with the conditions of the contract or when the contractor has defaulted for more than 60 days to commence operation at the order of authorized officer or when any amount is to be recovered from the contractor as penalty or deduction and the contractor fails to remit such amount within 30 days after due notice given in this regard.
- 9.3 The Director, Marine Department shall have the right to ask for the extension of the above Demand Draft / Bank Guarantee till such time the contractual obligation are fulfilled and the contractor will be duty bound to extend the same as asked by Director, Marine Department.
- 9.4 SMPK will not be liable for any financial obligation in connection with any work until such time SMPK communicates to the successful bidder in writing his decision to entrust the work (covered by the Bid document).
- 9.5 After the issuance of Letter of Intent, Security Deposit will have to be submitted within 15 (Fifteen) working days. Work Order will be issued immediately after receipt of Security Deposit. The contractor shall commence the work as per clause no. 16.0 (mobilization time) of the NIT.

#### **10.0 Joint Ventures/Consortium and Other Forms of Association:**

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

- i) All joint venture agreements/ consortium agreements, technical collaboration agreement shall ensure that all parties of the joint venture/consortium are individually and jointly responsible for the tender conditions and such agreements are legally valid.
- ii) Joint venture/consortium should be in the nature of legally acceptable agreements and such agreements should be notarized.
- iii ) Such joint venture/consortium agreement should contain explicitly the scope and responsibilities of all the partners in the joint venture/consortium in terms of financial and technical commitments/contribution. The JV/consortium should be equally, severally and jointly responsible.
- iv) One of the members of the consortium shall be authorised as being in-charge (lead member), and this authorization shall be evidenced by a power of attorney duly signed by the authorized signatories of the consortium members as per the format enclosed in the tender document as (**Annexure- X**).
- v) The validity of the joint venture/consortium agreement entered upon on the award of Letter of Acceptance (LOA) by the SMP, Kolkata should continue for entire period of contract as specified in the tender. All such agreements shall be irrevocable for the above periods.
- vi) Firms with at least 26 % equity holding each shall be allowed to jointly meet the eligibility criteria.
- vii) Where the bidder is a consortium the aggregate net cash accruals, net worth and average annual financial turnover of the individual members forming the consortium shall be submitted.
- viii) The purchaser of the tender document must be a member of the consortium submitting the tender.
- ix) It is clarified that an unsuccessful bidder or JV/Consortium shall not be permitted to join a successful JV/Consortium whose bid is accepted at a later date.
- x) In case of a Consortium, the combined Technical and Financial Capability of those members who have and shall have an equity share

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

**10.1 Further Conditions for JV/Consortium:**

Intending tenderer(s), as Consortium, is eligible to participate in the tender. The term “Tenderer” used in this document would apply to either a Single Entity or a group of entities, i.e. a Consortium. Further, the Tenderer may be a natural person, private entity, government owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in this tender document.

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

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

(aa) Where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject

Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

(bb) Subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis ; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb).

- (i) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; **OR**
  - (ii) A constituent of such Tenderer is also a constituent of another Tenderer; **OR**
  - (iii) Such Tenderer, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Tenderer, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Tenderer, its Member or any Associate thereof; **OR**
  - (iv) Such Tenderer has the same legal representative for purposes of this Tender as any other Tenderer; **OR**
  - (v) Such Tenderer, or any Associate thereof has a relationship with another Tenderer, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each others’ information about, or to influence the Tender of either or each other.
- (b) A Tenderer shall be liable for disqualification if any legal, financial or technical adviser of SMPK in relation to the Tender is engaged by the Tenderer, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Tender. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Tenderer, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this Tender. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the contract.

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

**Note:**

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

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

The Tenderer(s) shall have valid documents as listed in various clauses of this tender document including those given at Clause 10.0 and submit the same in the manner as stipulated.

**10.2 Technical & Financial Capability.**

The tenderer (whether a single entity or a consortium) must satisfy pre-qualification criteria as stipulated at Clause-4.0

**10.3 Assessment of eligibility:**

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

10.3.2 The entity claiming the capability should have held, in the company owning the eligibility, a minimum of 26% equity during the entire period for which the eligible experience is being claimed.

10.3.3 Experience of any activity relating to an eligible activity shall not be claimed by more than one member of a consortium. In other words, no double counting by a consortium in respect of

the same experience shall be permitted in any manner whatsoever.

10.3.4 The Tenderer shall submit a Power of Attorney as per format given at **Annexure-X**, authorizing the signatory of the Tenderer to submit the tender.

10.3.5 Where the 'Successful Tenderer' is a 'Consortium', it shall be required to form an appropriate 'Special Purpose Vehicle' or SPV, incorporated under the Indian Companies Act 1956, to execute the Contract Agreement and execute the contract. It shall, in addition to forming the SPV, comply with the following additional requirements:

- a. Members of the Consortium shall nominate one member as the 'Lead Member' who shall have an equity share holding of at least 26% of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Annexure-X, signed by all the other members of the Consortium;
- b. The Tender shall contain the information required for each member of the Consortium as per **Annexure-XI**.
- c. The Tenderer shall include a brief description of the roles and responsibilities of individual members of the consortium, particularly with reference to technical and financial obligations, as per **Annexure-XII & XIII**.
- d. An individual (single entity) Tenderer participating in the instant tender shall not be a member of any other Consortium participating in the instant tender; further, a member of a particular Consortium shall neither submit any tender individually nor shall be a member of any other Consortium participating in the instant tender;
- e. Members of the Consortium shall enter into a binding Joint Bidding Agreement (JBA) (substantiated in the form specified at **Annexure-VIII**, for the purpose of submitting Tender. The JBA, to be submitted along with the Tender, shall, inter alia:
  - (i).Convey the intent to form an SPV with shareholding / ownership equity commitment(s) in accordance with this tender, which would enter into the Contract Agreement and

subsequently perform all the obligations of SMPK in terms of the said agreement, in case the Contract is awarded to the Consortium;

(ii).Clearly outlines the proposed roles and responsibilities, if any, of each member; Commit the minimum equity stake to be held by each member;

(iii)Commit the minimum equity stake to be held by each member;

(iv).Commit that each of the members, whose experience will be evaluated for the purposes of this Tender, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 2 (two) years from the date of commencement of the operation under the contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV;

(v).Members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the completion of two years from the date of commencement of the contract and

(vi).Include a statement to the effect that all members of the Consortium shall be liable and responsible jointly and severally for all obligations of SMPK in relation to the contract throughout the contract period.

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

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

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

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

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

#### **10.4 Change in composition of the Consortium**

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

- a) The reason for such change with proof, if applicable, shall be submitted along with the application. Request for change without any valid reason will not be entertained by SMPK.
- b) The Lead Member continues to be the Lead Member of the Consortium;



- c) (i). In case of substitution, the substitute is at least equal, in terms of Technical & Financial Capability, to the Consortium Member who is sought to be substituted. In this regard, documents shall have to be furnished to establish that the proposed member is in possession of experience and having financial health at least equal to that of the substituted member during the period as stipulated in the pre-qualification criteria of the tender.
  - (ii). In case of removal of any member without substitution, the remaining member(s) shall fulfill the pre-qualification criteria of the tender.
  - (iii). In case of induction of any additional member(s), documents shall have to be furnished to establish experience and financial health of the proposed additional member.
- d) The new Member(s) expressly adopt(s) the Tender already made on behalf of the Consortium as if it/they were a party to it originally, and is/are neither a Tenderer/Member/Associate of any other Consortium participating in this tender nor a single entity having participated in this tender.

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

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

**Note:** If the Tenderer is a Consortium, then the entire Consortium may be disqualified / rejected. If such disqualification / rejection occurs after the tenders have been opened and the Lowest Tenderer gets disqualified / rejected, then the Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of SMPK, including annulment of the Tendering Process. Further, if any Tenderer, after downloading the tender document, makes any modification / alteration in the Tender Document, the tender submitted by the said Tenderer will be rejected outright.

## 11.0 Pricing of the Bid

- 11.1 **General :** The Bid shall be quoted in and as per format of Price Bid.
- 11.2 **Currency of Quotations:** The bidder shall indicate the prices in Indian Rupees only.
- 11.3 **Validity of Price Bid:** The Part-II (Price Bid) shall be valid for acceptance for a minimum period of 180 (one hundred eighty) days from the scheduled date of opening of Part-I (Techno- Commercial part of the Bid).
- 11.4 Periods spent in maintenance of the mechanised boats, bunkering, crew change etc. shall be on account of the contractor.

## 12.0 Duties and Taxes

### 12.1 GST

- a) The prices quoted shall be including all statutory levies excluding GST, which will be paid extra. GST shall not be considered for evaluation of the bids.
- b) Suppliers/ service providers to confirm that the GST amount charged in invoice is declared in its return and payment of taxes is also made.
- c) The supplier/service provider agrees to comply with all GST laws, including GST acts rules, regulations, procedures, circulars and instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier/Service Provider and details available with SMPK, then payments to retained from due payments till such time SMPK is not sure that accurate tax amount is finally reflected in the GSTN to SMPK's Account and is finally available to SMPK in terms of GST laws and that the credit of GST so taken by SMPK is not required to be reversed at a later date along with applicable interest.

- d) SMPK has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to SMPK for the fault of supplier shall be recovered by SMPK by way of adjustment in the consideration payable.
- e) Supplementary invoices/Debit note/credit note for price revisions to enable SMPK to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.
- f) The purchase order/work order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.
- g) All bidders to note for execution of work following steps are required to be taken so that SMPK can avail the Input Tax Credit, wherever applicable.
  - i) Spare parts which is to be procured from OEM/authorized dealers the contractor will ensure invoices are drawn in the name of the contractor however, it should be marked account SMPK with ship name and address of the vessel as per applicable Acts and rules of GST. SMPK would provide GST registration number for availing Input Tax Credit.
  - ii) As far as possible all other materials to be procured from first/2<sup>nd</sup> stage dealer and maintained the above formalities to the extent possible so that SMPK can avail the Input Tax Credit but it shall not be mandatory.
  - iii) The party should ensure that GST invoice raised on SMPK tallies with the online data available for input tax credit and as per GST rules.

12.2 If any new taxes and duties, increase in existing taxes and duties are imposed by the Central/State Government and is applicable in this contract, these shall be paid by the Trustees in addition as the same are not included in the quoted rates.

### 13.0 Fuel and Lubricants

Fuel and Lubricants of appropriate grade for Main Engines, Auxiliary Engines, Gear Boxes, steering system etc. shall be collected and stored on board at regular intervals by the contractor. The replenishment shall be so arranged that it does not affect the normal operation of the vessel.

Fuel and lubricants shall be collected only from authorized dealers. SMP, Kolkata at their discretion may send its representative to oversee/ supervise the bunkering process. All costs of fuel and lubricants are to be borne by the contractor.

The Contractor shall undertake strict measures for 'Energy Conservancy' at all times.

#### **14.0 Escalation/De-escalation**

Escalation and de-escalation on the "Hourly Running Charge" as accepted by SMP, Kolkata will be applicable at the same percentage variation of the price of HSD as compared to the base price of HSD which is 92.76/- per liter as on 06.06.2022 at Kolkata.

#### **15.0 Delivery/ Redelivery of the Barge will be at Kolkata.**

#### **16.0 Mobilization Time**

On placement of work order, the Barge is to be made available at Kolkata and should commence the operation within 60 days. Delay in mobilizing the Barge will attract penalty @10% of the fixed "Daily Hire Charges" for each day of delay. No separate mobilization or de-mobilization charges will be paid. The contractor shall include such costs, if any, in the daily hire charge quoted by him.

**N.B:** The information being provided in the Tender document do not relieve the Bidders from carrying out the works to suit the specified needs. The Bidder shall inspect the site and may conduct trials at their own cost and risk and use any and every other method to ensure the adequacy of their offer.

#### **17.0 Interpretation of Terms**

In the Contract and specifications the following works and expressions shall have the following meanings.

'THE TRUSTEES' - The expression "THE TRUSTEES" means the Board of Trustees of the Port of Kolkata.

*The "CHAIRMAN" means the Chairman of the Board and includes the person appointed to act in his place under Section 14 & 14A of the Major Port Trust Acts, 1963.*

*The 'Deputy Chairman' Kolkata means the Dy. Chairman, KDS, or as the case may be, a Deputy Chairman of a Board and includes the person*

*appointed to act in his place under Section 14 of the Major Port Trust Act 1963.*

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

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

“THE ENGINEER'S REPRESENTATIVE”: The expression “The Representative” means any officer or person from time to time deputed by the Trustees or Director Marine Department to act on their behalf for the purpose of this contract.

“THE HARBOUR MASTER (PORT)” : The expression “Harbour Master Port” means the officer appointed by Kolkata Port and holding the post under the Trustees and includes his successors in office.

*The “CONTRACTOR” shall mean the person or persons, firm or company or corporation or joint venture whose bid has been accepted by OWNER and includes the CONTRACTOR’S Legal Representatives, his successors and permitted Assigns.*

“DAY” - means duration of 24 hrs. Commencing at 00.00 hours midnight till 2400 hours and includes Sundays and Holidays.

“MONTH”- Means English Calendar month

“LETTER OF INTENT” “Letter of Intent” means the formal acceptance by SMPK of the tender

“TENDER” “Tender means the Contractor’s priced offer to SMPK for the execution and completion of the works and the remedying of any defects therein in accordance with the provisions of the contract, as accepted by the Letter of Intent.

‘DEFICIT PERIOD’ shall mean the following:

The period for which the availability of the mechanised boat along with the mooring personnel will not report for duty.

The Director, Marine Department from time to time may authorize any person in writing, a copy of which is to be forwarded to the contractors, any person or persons to be named by him on his behalf to exercise his powers, authorities and directions under this contract as he may think fit and proper

and the contractor shall recognize, honour and give necessary assistance to such authorities in all respects.

## 18.0 Information Required

A technical description of the Barge to be submitted as per the format below and to be enclosed in Part-I (Techno- Commercial Bid) of the offer.

### Details of The Water Barge being offered

Sl. No.	Particulars	ITEM
1.	Name of the Water Barge	
2.	Owner	
3.	Year of built	
4.	Official Number	
5.	Registering Authority	
6.	Water Carrying Capacity	
7.	LOA	
8.	Beam	
9.	Depth	
10.	Draft	
11.	Main Engines (No., Make, BHP each)	
12.	Generator Engine (No., Make, BHP each)	
13.	Validity of Certificate	
14.	Date of last Dry Docking	
15.	Due date of next Dry Docking (to maintain validity of class and statutory certificates)	
16.	Speed (in Knots)	
17.	Fuel consumption per hour (including auxiliary engines and water pumps) of full power operation	
18.	Crew (including Master)	(Please give details separately as annex)

### **The Barge Must Fulfill the Following Criteria:**

- The Water Barge must have valid statutory and classification certificate for the performance of designated duties.
- The Water Barge must have the capacity to carry at least 200 tonne of Water.
- The speed of the Water Barge should not be less than 10 knots
- The barge should be either newly built or not more than 10 years old as on date of commencement of the work.

## 19.0 Manning:

19.1 Manning of the Barge has to be provided as per I.V. Act.

19.2 The contractor should maintain adequate number of crew in their pay roll so that leave and exigencies can be accommodated by the contractor.

19.3 The crew must have valid certificate of competency as applicable. The contractor will be required to submit the attested copies of such certificate to SMP, Kolkata. The contractor shall inform appropriate authority for operation of the vessel within the jurisdiction of Kolkata Port with the personnel to be deployed by him.

19.4 The crew members shall be in uniform while on duty. Food and other facilities as per labour and marine law for crew shall be arranged by the contractor.

19.5 A **Liaison Officer** should be deployed by the Contractor for interacting /communicating between SMP, Kolkata, the vessel and other concerned officers at Kolkata. Such liaison officer shall have office in Kolkata with mobile as well as residential telephone facility. He should be a person having experience in the field of marine operation. Liaison Officer will not be changed during the entire period of contract without informing SMP, Kolkata .

19.6 The successful bidder must submit a local police verification certificate for those persons who will be deployed at site for carrying out duties.

## 20.0 Scope of Work

20.1 General : The work primarily involves supplying a self-propelled water barge with carrying capacity of at least 200 MT of Fresh water with experienced manning for collection of water from designated points within / outside KPD / NSD / Baj-Baj and supply to the vessels in the port as per requisition and at the direction of the Engineer of the contract.

20.2 The Water Barge would also be used for any other work that the vessel is capable of and as assigned by the Port. The Water Barge shall be required to be manned, maintained and made available for operation round the clock and shall be required to report for operation at ½ (Half) an hour notice.

20.3 The Water Barge should be fitted with suitable accessories including pumps, hoses, meters etc. to carry out the designated work of collection and supply of water and maintenance of proper record for the same.

20.4 The Water Barge shall be deployed primarily for operation in all weather seasons at KPD, NSD and River anchorages at Kolkata/ BajBaj/ Diamond Harbour and Sagar (in winter/fair-weather season) for supply of fresh water and also for any other useful purposes as may be directed by SMP, Kolkata. The barge should have suitable provision for carrying VVIP trips. The barge should have all statutory certificates for plying between Kolkata and Diamond Harbour/ Haldia in all weather conditions along with requisite certificates for plying up to Sagar in winter months/ fair weather seasons. The barge should have certificate to carry out work for all twenty four hours a day (Day and Night).

20.5 The Water Barge should be operational round the clock throughout the year. For this purpose, the contractor shall, at all times, maintain sufficient fuel, lubricants, spares and stores on board at his own cost.

20.6 The vessel shall always be kept filled with sufficient water from SMP, Kolkata's installations so that she is able to supply water at short notice. The water tanks must be cleaned once every year and the water tested by an authorized agency once every month to ascertain its quality.

20.7 Food and other facilities for the crew as per labour and marine laws shall be arranged by the contractor. All transportation costs towards men and material is the responsibility of the contractor. The crew shall be in uniform while on duty.

20.8 The vessel must maintain uninterrupted communication by VHF and Mobile Phone and shall be under the operational Command of Director, Marine Department.

**21.0 SMP, Kolkata's Responsibilities:-**

SMP, Kolkata shall provide electrical shore connection at the jetties / berths in Kolkata supply fresh water from its water barges, water hydrants, whenever possible, free of cost. But this is not a binding obligation and is solely at SMP, Kolkata's discretion. SMP, Kolkata's Mooring / Berthing facilities will be provided free of cost as and when practicable. In case SMP, Kolkata decides to supply fuel oil (HSD) in exigencies, the contractor has to collect and store the same with their own means and maintain proper account for the same, and in such case hourly running charges will not be paid.

SMPK would also facilitate obtaining gate passes for the contractor's personnel( boat's crew & liaison officer) for entry at KPD/NSD free of cost.

**22.0 Log Book**

The contractor at their cost will print sufficient number of log books and log abstracts as per SMP, Kolkata's approved format. The contractor has to maintain a daily log book for the vessel. All particulars of the vessel including movement of the vessel, engine's important parameters, daily



running hours, fuel oil consumed / bunkered etc. to be logged daily and to be signed by the In-Charge / Master of the vessel and the same will be checked and countersigned by SMP, Kolkata's representative. A monthly log abstract is to be prepared mentioning all the above stated important parameters duly signed by the In-Charge / Master and same to be submitted with the monthly bill without which no payment will be released. Regular LSA & FFA drills to be undertaken on board and recorded. The daily log book is to be retained on board / office and same to be produced on demand.

### **23.0 Guaranteed Availability:**

- a) The Contractor will have to stand guarantee for the vessel's availability for at least 350 days in a year, in fully operational condition. In case the availability of the vessel falls below the said minimum guaranteed level no Daily Hire Charge shall be paid for the DEFICIT PERIOD and in addition to the same, penalty as per Clause No.26.0 will be applicable. Further, lay off period of maximum 15 days will be allowed in a year subject to obtaining prior approval from the Engineer of the contract. No daily hire charge will be payable to the contractor during the layup period. Lay off period of 15 days, if not availed in a particular year, cannot be carried forward to the subsequent years of the contract.
- b) However, a further lay off period of another 30 days will be allowed twice during the entire tenure of the Ten years period of the contract for dry-docking and special survey repair of the Barge for maintaining its Certificate of Class. No daily hire charge will be payable to the contractor during this layup period.
- c) Subsequent to commencement of the contract, in case the offered Barge is not available for operation, then a substitute Barge with similar/better specification than the offered Barge, shall be provided as a replacement by the contractor at no extra charge within 30 days from the time and date the offered Barge is inoperative/broken down. During the period penalty clause as per Clause No. 26 will be imposed.

### **24.0 Operation Mode & Charges:**

24.1 The vessel shall be ready for operation for 24 hours.

24.2 On Standby Mode, The vessel shall be deemed to be on standby if the vessel is made available to the authorized officer fully ready and fit for operation with sufficient crew, fuel and stores on board whereby the officer can order the master to commence operation at half an hour's notice.

**25.0 Accrual of Charges**

The contractual charges are inclusive of all the expenses connected to the operation of the Barge including supply of manning, materials, fuel & lubricants etc. The charges shall accrue to the contractor at the rates quoted by him and accepted by SMP, Kolkata.

a) **Daily hire charge:**

These charges shall be paid for every day the vessel is on standby mode described in clause 23.3 above. However, during the lay off period of the Barge either for repair or for any other reason attributable to the contractor, no charge will be payable.

b) **Hourly Running charges**

This charge shall be payable only for the period the vessel is actually in operation for port's requirement at the directive of the Engineer of the contract. The contractor will not claim this charge for the purpose of break down repair or trial. Also, in the event SMP, Kolkata supplies fuel, this rate will not be payable by SMP, Kolkata.

**26.0 Deduction and Penalties:**

SMP, Kolkata will not pay any of the schedule rates for the days the operation of the Vessel is suspended for the reasons attributed to the contractor. Further a sum equivalent to 50% to the "daily hire charge" will be imposed as penalty for each day (24 hrs.) pro data during the "DEFICIT PERIOD". However, Engineer of the contract may waive of the penalty if he is satisfied that the reasons of the default were beyond the control of the contractor. Proportionate deductions will also be made from the contractor's monthly bill in the event of non-availability/non-operation due to absence of ship's crew and/ or other concerned personnel.

GST as applicable would also be imposed on all deductions and penalties on the contractor.

**27.0 Evaluation and comparison of bids.**

27.1 SMP, Kolkata reserves the right to accept price part of the offer (part-II) of only such bidders whose technical and commercial aspects of the proposals (part-I) are acceptable and complete. SMP, Kolkata's decision in this regard shall be final and binding on the bidder. SMP, Kolkata may not open the price part of the offer (Part-II) of the bidders whose technical and commercial aspect of the proposal is not acceptable or incomplete.

27.2 The Bids received and accepted will be evaluated by method indicated in the Price Bid.

- 27.3 SMP, Kolkata reserves the right to refuse the Barge on her arrival at Kolkata if the same is found to be not fulfilling the requirement as laid down in the tender.
- 27.4 No escalation on the quoted price is admissible during the period of the contract except escalation/de-escalation on hourly running charges as mentioned in Clause No. 14.0
- 27.5 SMP, Kolkata will not be duty bound to notify the names of unsuccessful bidders nor the reasons for the same.

**28.0 Bid Opening**

Technical & Commercial Bid and Price Bid.

One representative of each bidder will be allowed to be present during the opening of the bid provided such representative possesses a written authorization from the bidder.

SMP, Kolkata reserves to accept price bid of only such bidders whose Technical & Commercial aspects are acceptable & complete.

**29.0 Signing of the Contract.**

On placement of work order to the successful bidder, the bidder shall arrange the Barge and all other equipment at Kolkata within 45 days for the operation. The successful bidder will have to make arrangements for signing a formal agreement with SMP, Kolkata on a non-judicial Stamp paper of Rs. 50/- as per enclosed format (**Annexure-III**) within the shortest period after placement of work order.

- 30.0 The General Conditions of Contract of SMP, Kolkata shall be applicable wherever relevant. The G.C.C. may be downloaded from SMP, Kolkata website, "Home Page Rules and Regulations - Non Service Registration".

- 31.0 **Insurance:** The vessel must have valid Insurance from any reputed Indian Insurance company for the following manner:-

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

All persons deployed by the contractor on board the vessel shall be insured by the contractor at his cost and documentary evidence should be provided before commencement of work. SMP, Kolkata shall not be responsible in any manner for any accident to the personnel engaged by the contractor during the operation of the Barge or otherwise.

### 32.0 Payment:

The contractor will be paid on monthly basis. The contractor has to submit the bill/invoice for a month within 7th day of the next month along with certified log book extracts, duly certified by the authorized officer of SMP, Kolkata together with the original supporting documents duly signed with stamp by EIC/ Master of vessel along with original bills from the authorized oil supplier /dealer with the monthly bills. SMP, Kolkata will endeavour to pay the contractor within 45 days from the date of submission of authentic and correct bill.

Should SMP, Kolkata request the successful bidder to raise bill in a break-up form, the successful bidder would be duty bound to do so.

After receiving Work Order from SMP, Kolkata, the successful bidder must submit their Bank Account No. with E.C.S. facilities within 15 days from the date of issuance of Work Order to facilitate payment to the contractor by SMP, Kolkata through bank.

### 33.0 Termination of Contract.

33.1 Without being liable for any compensation to the contractor, the Trustee may in their absolute discretion, terminate the contract after giving a minimum of one month's notice in writing due to occurrence of any of the following reasons and decision of the Trustees' in this respect, as communicated by the Engineer, shall be final and conclusive.

- (a) The contractor has abandoned the contract.
- (b) In the opinion of the engineer, either the progress/performance of work is not satisfactory or the work is not likely to be completed within the agreed period and terms and conditions on account of contractor's lapses.
- (c) The contractor has failed to commence the work or has without any lawful excuse under this condition has kept the work suspended for at least fifteen days despite receiving the Engineer's or his representative written notice to proceed with the work.
- (d) The contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract or repeatedly failing in tests and trials.
- (e) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or

representatives of the Trustees" or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.

- (f) The contractor is adjudged, insolvent or enters into composition with his creditors or been a company goes into liquidation either compulsorily or voluntarily.
- (g) SMP, Kolkata, at its sole discretion may terminate the contract after serving one month's notice if the performance of the Barge is not satisfactory for two consecutive months. The decision of SMP, Kolkata about the performance of the Barge will be final.
- (h) In case the contractor fails to mobilize the Barge and commence operation at Kolkata within 30 days on expiry of scheduled mobilization period of 45 days, SMP, Kolkata will be at liberty to terminate the contract and forfeit the Security Deposit.

33.2 In all such cases of Termination of work, the Trustees shall have the power to complete the work through any other agency at the contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor had he duly completed the whole of the work in accordance with the contract.

33.3 The Engineer's decision in all such cases shall be final, binding and conclusive.

33.4 The Trustees shall have the power to retain all money due to the contractor until the work is completed by other agency and the contractor's liabilities to the Trustees and known in all respect.

#### **34.0 Force Majeure**

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

The term 'force majeure' employed herein shall mean act of God, war (declared or not), riots, civil commotion, fire, accident, sabotage, natural calamities, plague, quarantine, import or export embargoes, restraints imposed by government or change in govt. policies subsequent to hire or any happening affecting the performance by either party its obligations under this charter which the party cannot reasonably prevent or control against.

### **35.0 Law of the Land**

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

### **36.0 Compliance of relevant Acts, Ordinances etc.**

The contractor should comply with all relevant acts and laws including the Minimum Wages Act, 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947, Employees State Insurance Act (if applicable), Workmen's Compensation Act, 1923 and the Contract Labour (Regulation & Abolition) Act, 1970, The payment of Bonus Act, 1965 or statutory amendment and the modifications thereof or any other laws relating thereto and the rules made there under, from time to time.

It will be the duty of the contractor to abide by all the provisions of the Acts, Ordinances, Rules, Regulations, By-laws, procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay, damage, etc. on his part and shall keep SMP, Kolkata indemnified against all penalties and liabilities of any kind for non-compliance or infringement of any kind, any such Act, Ordinances, Rules, Regulations, By-laws and Procedures etc.

The contractor shall indemnify SMP, Kolkata against payment to be made under or for the observance of the aforesaid Acts, Ordinances, Rules, Regulations, By-laws and Procedures, without prejudice to his right to claim indemnity from his Sub-contractors. The aforesaid Acts, Ordinances, Rules, Regulations, By-laws and Procedures shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

### **37.0 Interpretation of Contract Documents, Disputes & Arbitration**

37.1 In all disputes, matters, claim the contract including the meaning of Specifications, Drawings & Instruction or as to the demands or questions arising out of or connected with the interpretation of quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract, the decision of the Engineer shall be final binding on all parties to the contract and shall forthwith be given effect to by the Contractor.

37.2 If the Contractor is dissatisfied with any such decision of the Engineer/his representative, he shall within 15 days after receiving notice of such award/ Decision, requires that the matter shall be referred to

Chairman, who shall thereupon consider and give a decision.

37.3 If there is still no settlement as mentioned at Clauses - 37.1 & 37.2, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 including all amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrator and inform the other party within 60 days. If the other party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996, including any amendment thereof.

37.4 Notwithstanding anything contained herein above, Employer also reserve the right to invoke arbitration in all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract etc.

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

37.6 The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid equally by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the successful Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the Party.

37.7 Pending the submission of and / or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

37.8 The request for arbitration, the answer to the request, the terms of reference, any written submission, any order and ruling shall be in English language and if oral hearings take place, English shall be the language to be used in the hearing.

37.9 Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

**37.10 Provided Always As Follows:-**

- a) The Contractor shall have to raise disputes or differences of any kind whatsoever, in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.
- b) No dispute or difference on any matter whatsoever pertaining to the contract can be raised by the Contractor after submission of certificate in form G.C.3 by him.
- c) Contractor's claim/dispute raised beyond the time limits prescribed in Sub-clauses (a) & (b) herein above, shall not be entertained by the Engineer and / or by any Arbitrator, subsequently.

**38.0 Barge's Encumbrances on Contractor:**

The contractor shall submit an undertaking that the Barge is free from all encumbrances and lien.

**39.0 Police Verification Certificate**

The successful contractor must submit local Police Verification certificate for all its employees engaged in the operation in due course.

**40.0 Integrity Pact**

The selected bidder will have to enter into an Integrity Pact with the Port as per format enclosed at Annexure-XV. In a Rupees 50 Non Judicial Stamp Paper. All blank spaces to be filled in as appropriate. At present for implementation of Integrity Pact, Shri Bipin Behari Mallick, Retired IAS and Shri Anand Deep, Retired IRS have been appointed by SMP, Kolkata as Independent External Monitor (IEM).

Shri Bipin Behari Mallick, IAS (Retd)  
293, Naval Technical Officers,  
CGHS, Sector- 22, Dwarka,  
New Delhi - 110 077  
Mobile : 9643002222 & 9968150900  
Mail : [bipinmallick@gmail.com](mailto:bipinmallick@gmail.com)

Shri Anand Deep, IRS (Retd)  
117/363, H - 1, Next to Gurdwara  
Pandu Nagar, Kanpur,  
Uttar Pradesh - 208 005  
Mobile : 9044796181  
Mail : [anand.deep117@gmail.com](mailto:anand.deep117@gmail.com)



**41.0 List of enclosed formats**

<b>Sl No.</b>	<b>Subject</b>	<b>Annexure</b>
1.	FORMAT OF PRICE BID	Annexure -I
2.	FORM OF TENDER	Annexure -II
3.	FORMAT OF AGREEMENT	Annexure -III
4.	PERFORMANCE BOND/BANK GUARANTEE/SECURITY DEPOSIT	Annexure -IV
5.	FORMAT OF AFFIDAVIT FOR ESI EXEMPTION	Annexure -V
6.	FORMAT OF AFFIDAVIT FOR PROVIDENT FUND EXEMPTION	Annexure -VI
7.	INDEMNITY BOND	Annexure -VII
8.	JOINT BIDDING AGREEMENT OF CONSORTIUM MEMBERS	Annexure -VIII
9.	FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF TENDER	Annexure -IX
10.	FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM	Annexure -X
11.	PROFILE OF THE BIDDER	Annexure -XI
12.	DETAILS OF SIMILAR PROJECT EXECUTED SUCCESSFULLY BY CONSORTIUM MEMBERS	Annexure -XII
13.	DETAILS OF FINANCIAL CAPABILITY OF THE BIDDER	Annexure -XIII
14.	COVERING LETTER	Annexure -XIV
15.	INTEGRITY PACT	Annexure -XV
16.	GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS	Annexure -XVI

**FORMAT OF PRICE BID**

- I. "DAILY HIRE CHARGES" (A) : Rs...../ Day (Price not to be quoted here)
- II. "HOURLY RUNNING CHARGE" (B): Rs...../ Day (Price not to Be quoted here)

[Hourly Operational Charges shall include only the cost of fuel for running the barge based on the rate of HSD at Kolkata which is Rs. 92.76/- per Ltr. as on 06.06.2022).

III. Assumed running hours per day = 2 hours.

IV. TOTAL EVALUATED PRICE FOR ONE YEAR FOR ONE WATER BARGE

= {(365 x A) + (365 x 2 x B)} ..... (C)

= Rs..... (Rupees.....only)

V. TOTAL EVALUATED PRICE FOR TEN YEARS = [C x 10] = ..... (INR)

**Note**

1. Daily hire charge and Hourly running charge shall be quoted excluding GST, which would be paid extra at actual on submission of GST Invoice and proper uploading of the same in the GST in website.
2. GST will not be considered for the purpose of evaluation.

**FORM OF TENDER**

Director Marine Department, SMP, Kolkata,  
15, Strand Road,  
Kolkata - 700001. Dear Sir,

We, M/s.....having read and fully understood the specification conditions of tender and general conditions of contract hereby tender for Hiring of Self Propelled Water Barge for KDS to the Trustees for the Syama Prasad Mookerjee Port, Kolkata in accordance with and as set forth in Notice Inviting Tender, General Conditions of Contract etc.

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

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

We have annexed Original Bankers' Cheque/Pay Order/Bank Draft No ..... dt..... from Bank of Rs.\_\_\_\_/- (Rupees\_\_\_\_only) as Earnest Money.

We also agree to abide by this Tender for a period of 180 days from opening of Techno Commercial Bid (Part -I) and in default of our so doing, the Earnest Money of Rs.\_\_/- deposited by us shall be liable to forfeiture at the option of the competent authority.

Should SMP, Kolkata ask for a break up of our price, we shall submit the same forthwith with adequate justification to establish its veracity, failing which SMP, Kolkata may cancel our tender and forfeit the Earnest Money deposited by us.

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

Yours faithfully,

Date:

Signature .....

Address (Office Seal)

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

**FORMAT OF AGREEMENT**  
( on Rs. 50/- STAMP PAPER)

**AGREEMENT FOR HIRING OF ONE SELF PROPELLED WATER BARGE**

This Agreement made on the .....day of .....2019 between the Board of Trustees of the Syama Prasad Mookerjee Port, Kolkata, a body corporate constituted by the Major Port Trust Act 1963 (No. 38 of 1963) having its Head Office at 15, Strand Road, Kolkata-700001 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 M/S..... having its registered office at..... hereinafter called the “contractor” (which expression shall unless excluded by or repugnant to the context be deemed to include its assigns or successors in office) on the other part.

WHEREAS the Trustees are desirous of hiring one Barge including the work specified in the Bid document should be carried out by the above vessel in satisfactory manner and have accepted a tender by the contractor for the said work

**NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-**

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

- a) The said Tender / offer and the acceptance of tender / offer including terms and conditions finalized and accepted by both parties prior to opening of price Bid submitted by the contractor.
- b) The General Conditions of Contract, Forms & Agreement of S.M.P. Kolkata.
- c) Special Conditions of Contract (if any).
- d) The Conditions of Tender.
- e) The Price Bid as submitted by the contractor and as accepted by the Trustees.
- f) The Specification.

- g) The Bill of Quantities.
- h) The work order ..... dated .....
- i) All correspondence, by which the contract is added, amended, varied or modified in any way by mutual consent.

In consideration of the payments to be made by the Trustees to the contractor as hereinafter mentioned, the contractor hereby covenants with the Trustees to execute the work of supplying one Barge with experienced crew as per conditions & scope of work identified in documents noted in para-2 above and to the order of the Trustees for a period of Ten years in conformity in all respects with the provisions of the contract.

The Trustees hereby covenants to pay the contractor in consideration of the satisfactory execution of the contract as per contract price schedule at the times and in the manner prescribed in the contract.

In witness whereof the parties have caused their respective Common Seals to be hereunto affixed the day and year first above written.

The common Seal of the Trustees for the Port of Kolkata was hereunto affixed in the presence of

**Director, Marine Department**

Authorised Signatory of the Contractor.

The Common Seal of the contractor

**Witness**

**1.....**

**2.....**

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

(In lieu of Cash Security Deposit) To be issued by the Kolkata Branch, as the case may be of any scheduled Bank of India on Non-judicial Stamp Paper worth **Rs.100/-** or as decided by the Engineer/Legal Adviser of the Trustees)

To

The Board of Trustees For the Syama Prasad Mookerjee Port, Kolkata.

BANK GUARANTEE NO.....DATE.....

Name of Issuing Bank.....

Name of Branch.....

Address.....

In consideration of the Board of Trustees of the Syama Prasad Mookerjee Port, Kolkata, a Body Corporate, duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt.....a Proprietary / Partnership / Limited / Registered Company, having its Registered office at (hereinafter referred to as the "Contractor") from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for (write the name of the work as per Work Order) in terms of the Letter of Intent Nodated ..... (hereinafter referred to as the 'Contract'), for the due fulfillment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs.....), we.....Bank.....Branch, do, on the advise of the contractor hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs.....(Rupees ). We, ..... Bank.....Branch, 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 ,..... Bank..... Branch, 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 "Syama Prasad Mookerjee Port, Kolkata" without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us

..... (Name of  
 Bank).....Branch, to decline to honour the  
 Bank Guarantee in the manner aforesaid. The very  
 fact that We .....  
 Bank.....Branch, decline or fail or neglect to  
 honour the Bank Guarantee in the manner aforesaid shall constitute sufficient  
 reason for the Trustees to enforce the Bank Guarantee unconditionally without any  
 reference, whatsoever, to the contractor.

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

3. We .....Bank.....Branch, further agree  
 that the Bank Guarantee herein contained shall remain in full force and effect,  
 during the period that is taken for the due performance of the said contract by the  
 contractor and that it shall continue to be enforceable till all the dues of the  
 Trustees under and/or by virtue of the terms and conditions of the said contract  
 have been fully paid and its claim satisfied and/ or discharged in full and/or till  
 the Trustees certify that the terms and conditions of the said contract have  
 been fully and properly observed/fulfilled by the contractor and accordingly, the  
 Trustees have discharged the Bank Guarantee, subject however, that this  
 guarantee shall remain valid up to and inclusive of ..... days  
 of..... 20.... and subject also to 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 up  
 to.....or any extension thereof made by us .....  
 Bank ..... Branch, in further extending the said validity  
 period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value,  
 as required/determined by the Trustees, only on a written request by the Trustees  
 to the contractor for such extension of validity of this Bank Guarantee.

4. We..... Bank  
 ..... Branch, further agree that, without our  
 consent and without affecting in any manner our obligations hereunder, the  
 Trustees shall have the fullest liberty to vary from time to time any of the terms  
 and conditions of the said contract to extend the time for full performance of the  
 said contract including fulfilling all obligations under the said contract or to

extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the contractor and to forbear or enforce any of terms and conditions relating to the said contract and we.....  
Bank.....Branch shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such matter of thing of whatsoever nature, which under the law relating to sureties would, but for this provision have effect of so relieving us  
.....Bank.....Branch.

5. We,..... Bank .....Branch, 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..... (OFFICIAL SEAL OF THE BANK)



FORMAT OF AFFIDAVIT FOR ESI EXEMPTION  
On the Rupees Ten Non judicial stamp paper

BEFORE THE 1<sup>ST</sup>. CLASS MAJISTRATE AT .....  
AFFIDAVIT

I ..... son of ..... aged about ..... year, by faith ,  
by occupation ..... Residing at , do hereby solemnly affirm and declare as  
follows:-

THAT I am the proprietor /Partner of ..... having office at  
..... and carrying on business on the said name and style.

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

That my aforesaid firm is exempted from 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 as per the clause No.... of the tender No issued by SMP, Kolkata  
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.

Identified by me.

DEPONENT

**FORMAT OF AFFIDAVIT FOR PROVIDENT FUND EXEMPTION  
(ON THE RUPEES TEN NON-JUDICIAL STAMP PAPER)**

BEFORE THE 1<sup>ST</sup> 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, 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. In support of this statement copy of **exemption certificate** issued by provident fund authority is attached herewith.
3. THAT the present affidavit is to be filed before the Syama Prasad Mookerjee Port, Kolkata as per the clause no..... of the Tender vide Tender No. .... issued by the Syama Prasad Mookerjee Port, Kolkata 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.

Identified by:.....

Deponent

**INDEMNITY BOND****(On Rs.50/- (Rupees fifty) Non Judicial stamp paper)**

BY THIS BOND I, Shri/Smt , son of Shri/Smt. .... residing at by occupation ..... the Partner / Proprietor / Director having office at ....., am a bidder under Marine Department, Syama Prasad Mookerjee Port, Kolkata (A statutory Body under MPT Act,1963).

WHEREAS , the said Syama Prasad Mookerjee Port, Kolkata had asked the every bidder, who is not covered under E.S.I. Act or exempted to furnish an Indemnity bond in favour of Marine Department , Syama Prasad Mookerjee Port, Kolkata against all damages and accidents to the labourer/tenderer/contractor.

NOW THIS BOND OF INDEMNITY WITNESSETH THAT the tenderer /contractor named herein above shall indemnify the Syama Prasad Mookerjee Port, Kolkata against all damages and accidents occurring to the labourers of the tenderer/ Contractor as demanded by the Kolkata Port Trust and which shall be legal and /or claimed by the Syama Prasad Mookerjee Port, Kolkata during the execution of the work stated in the NIT No..... of .....

AND the contractor hereunder agrees to indemnify and at all times keep indemnified the Syama Prasad Mookerjee Port, Kolkata and its administrator and representative and also all such possible claim or demand for damages and accidents.

IN WITNESSETH WHEREOF I, ....., the Partner/Proprietor/Director .....hereto set and seal this the .....day of ..... in the year .....at .....

Sureties:

Signature of the Indemnifier

Name :  
 Signature :  
 Address :  
 b) Name :  
 Signature :  
 Address :  
 Witnesses  
 Name :  
 Signature :  
 Address :

**Annexure-VIII**

**Joint Bidding Agreement**

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

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

**AMONGST**

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

**AND**

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

**AND**

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

**AND**

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

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

**WHEREAS,**

- A. [Syama Prasad Mookerjee Port, Kolkata, established under the Major Port Trusts Act-1963 and having Principal Office at 15, Strand Road, Kolkata-700001 (hereinafter referred to as the **"SMP, Kolkata"** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited offers by its Request through NIT No. .... dated .....(the **"TENDER DOCUMENT"**) for selection of successful bidder for the contract as proposed in the said tender document.

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

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

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

**2. Consortium**

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Tendering Process for the Work.

2.2 The Parties hereby undertake to participate in the Tendering Process only through this Consortium and not individually and/ or through any other consortium constituted for this work, either directly or indirectly or through any of their Associates.

**3. Covenants**

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

**4. Role of the Parties**

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

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

Member/ Other Member of the Consortium.}

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

**5. Joint and Several Liability**

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

**6. Shareholding in the SPV**

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

First Party:

Second Party:

{Third Party:}

{Fourth Party:}

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

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

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

**7. Representation of the Parties**

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

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power to enter into this Agreement with SMP, Kolkata;

- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and SMP, Kolkata to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - (i) Require any consent or approval not already obtained;
  - (ii) Violate any Applicable Law presently in effect and having applicability to it;
  - (iii) Violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - (iv) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

## **8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the contract is achieved under and in accordance with the terms of the tender, in case the contract is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the work or does not get

selected for award of the contract, the Agreement will stand terminated in case the bidder is not pre-qualified or upon return of the Earnest Money by the SMP, Kolkata to the Bidder, as the case may be.

**9. Miscellaneous**

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

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

SIGNED, SEALED AND  
DELIVERED  
For and on behalf of LEAD  
MEMBER by:

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED  
For and on behalf of SECOND PART by

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND  
DELIVERED  
For and on behalf of  
THIRD PART by:

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED  
For and on behalf of FOURTH PART by

(Signature)  
(Name)  
(Designation)  
(Address)

In the presence of:

1. 2.

**Notes:**

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, lay down by the Applicable Law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of



the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and SMP, Kolkata to execute this Agreement on behalf of the Consortium Member.

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

---

Format for Power of Attorney for Signing of Tender

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

Rs 10 ) Dated: \_\_\_\_\_

**POWER OF ATTORNEY**

To whomsoever it may concern

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

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

Format for Power of Attorney for Lead Member of Consortium

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

**POWER OF ATTORNEY**

Whereas Kolkata Dock Complex, Syama Prasad Mookerjee Port, Kolkata (“the Authority”) has invited tenders from interested parties for “.....” (Tender No ..... )

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

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

**NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS**

We, M/s. .... having our registered office at, M/s..... having our registered office at ....., M/shaving our registered office at ....., and M/s. .... having our registered office at , [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby designate, nominate, constitute, appoint and authorize M/s. .... having its registered office at ....., being one of the members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the contract, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid(s) for the tender, including but not limited to signing and submission of all applications, bids and other documents and writings, participate

in Pre Bid and other conferences/meetings, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid(s) of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid(s) for the tender and/or upon award thereof till the Agreement is entered into with the Authority.

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

IN WITNESS HEREOF WE HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .....

DAY OF.....20\*\*

For .....

..... (Name & Title)

For .....

..... (Name & Title)

For .....

..... (Name & Title)

Witnesses:

1.

2.

.....

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

**Profile of the Bidder**

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

(Land & Mobile)

Fax No. :

Email Address :

5. In case of a Consortium:

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

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

Signature of Power of Attorney Holders .....

Name: .....

Designation: .....

Date : .....

Seal

**SYAMA PRASAD MOOKERJEE PORT, KOLKATA****HIRING OF ONE SELF PROPELLED WATER BARGE FOR KDS**

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

**Instructions:**

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

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

Name: .....

Designation: .....

Date: .....

Seal:

CERTIFIED BY

Name of Chartered / Certified Accountant Firm .....

Registration Number &amp; other details .....

Name of the Signatory.....

Signature .....

Designation .....

Date .....

Seal

**Details of Financial Capability of the Bidder**

(In Rs. Crore)

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

Please add more rows depending upon Consortium Members. Instructions:

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

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

Name: .....

Designation: .....

Date : .....

Seal

**CERTIFIED BY**

Name of Chartered Accountant Firm .....

Registration No. &amp; other details .....

Name of the Signatory .....

Signature .....

Designation .....

Date



**Covering Letter**

**Dated :**

To,  
Director Marine Department, Syama Prasad Mookerjee Port, Kolkata  
,

Dear Sir,

1. I/we, \_\_\_\_\_ (Name of bidder) having examined the Tender Document and understood its contents, hereby submit our tender for ..... to Syama Prasad Mookerjee Port, Kolkata.
2. All information provided in the tender including Addenda and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.
3. I/We shall make available to Syama Prasad Mookerjee Port, Kolkata (hereinafter referred to as SMP, Kolkata) any additional information it may find necessary or require to supplement or authenticate the Tender
4. I/we acknowledge the right of SMP, Kolkata to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/we also certify the following
  - a. I/we / any of the consortium member (as the case may be) have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind
  - b. I/we certify that in the last three years, I/We/any of the consortium members or our / their associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority/entity nor have had any contract terminated 0by any public authority / entity for breach on our part.

6. I/we declare that :

- a) I/we have examined and have no reservations to the Tender Document, including the Addenda issued by SMP, Kolkata thereon.
- b) I/we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.

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

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

Thanking you,

Yours faithfully,

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

**Name: .....**

**Designation: .....**

**Date : .....**

**Seal**

On Non-judicial Stamp Paper of at least Rs.50/-

**INTEGRITY PACT**

Between

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

And

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

**Preamble**

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

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

NOW, THEREFORE

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

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

**Section 1- Commitments of the Principal/employer.**

(1) The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will, in connection with the tender for, or the execution of a contract,

demand, take a promise for or accept, for self or third person, any materials or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/ Prevention of Corruption (PC) Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bid or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor (s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representative in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and

address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian Agent/representative have to be in Indian Rupees only. Copy of the Guidelines on Indian Agents of foreign Suppliers is annexed and marked as Annexure-XVI.

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

### **Section 4 - Compensation for Damages.**

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand the recover the damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5- Previous transgression.**

(1) The Bidder declares that no previous transgressions occurred in the last 3 years from the date of signing the Integrity Pact with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Undertakings /Enterprise in India, Major Ports, / Govt. Departments of India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as considered appropriate.

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

(1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a

commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and subcontractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

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

(a) The task of the monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

(b) The monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.

(c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.

(d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of SMP, Kolkata.

(e) The BIDDER / CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER / CONTRACTOR. The demonstration of a valid interest, unrestricted and unconditional access to his contract documentation, if any. The same is applicable to Sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor(s) with confidentiality.

(f) The Principal / Employer will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.

(g) The Monitor will submit a written report to the designated Authority of

Principal / Employer / Chief Vigilance Officer of SMP, Kolkata within 8 to 10 weeks from the date of reference or intimation to him by the Principal / Employer / Bidder / Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER / CONTRACTOR can approach the Independent External Monitor (s) appointed for the purposes of this Pact.

(h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the relevant IPC/PCA and the Principal / Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(j) The word 'Monitor' would include both singular and plural.

#### **Section 9 - Facilitation of Investigation:**

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

#### **Section 10 - Pact Duration:**

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

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

#### **Section 11- Other provisions:**

(1) This agreement is subject to Indian law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.

(2) Changes and supplements as well as termination notices need to be made in writing in English.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners of consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

Place.....

Date.....

Witness 1:  
(Name & Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2:  
(Name & Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

- 1.1 There shall be compulsory registration of Indian agents of foreign suppliers for all Tender. An agent who is not registered with SMP, Kolkata shall apply for registration in the prescribed Application - Form.
- 1.2 Registered agents will file an authenticated Photostat copy (duly attested by a Notary Public) / Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission / remuneration / salary / retainer ship being paid by the principal to the agent before the placement of order by SMP, Kolkata.
- 1.3 Wherever the Indian representatives have communicated on behalf of their principals and foreign parties have stated that they are not paying any commission to the Indian agents and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 **DISCLOSURE OF PARTICULARS OF AGENTS / REPRESENTATIVES IN INDIA. IF ANY.**
- 2.1 **Bidders of Foreign nationality shall furnish the following details in their offer:**
  - 2.1.1 The name and address of the agents / representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent / representative be a foreign Company, it is to be confirmed whether it is real substantial Company and details of the same shall be furnished.
  - 2.1.2 The amount of commission / remuneration included in the quoted price(s) for such agents / representatives in India.
  - 2.1.3 Confirmation of the Bidder that the commission / remuneration if any, payable to his agents / representatives in India, is to be paid by SMP, Kolkata in Indian Rupees only.
- 2.2 **Bidders of Indian Nationality shall furnish the following details in their offers:**
  - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agent of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents / representatives.

- 2.2.2 The amount of commission / remuneration included in the price (s) quoted by the bidder for himself.
- 2.2.3 Confirmation of the foreign principals of the Bidder that the commission / remuneration, if any, reserved for the Bidder in the quoted price (s), is paid by SMP, Kolkata in India in equivalent Indian Rupees.
- 2.3 In either case, the event of contract materializing, the terms of payment will provide for payment of the commission / remuneration, if any payable to the agents / representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph - 2.0 above will render the concerned tender liable for rejection or in the event of a contract materializing, the same liable to termination by SMP, Kolkata. Besides this there would be a penalty of banning business dealings with SMP, Kolkata or damage or payment of a named sum.