



श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
Formerly Kolkata Port Trust

Syama Prasad Mookerjee Port, Kolkata.

श्यामा प्रसाद मुखर्जी पत्तन, कोलकाता

DIRECTOR, MARINE DEPARTMENT

15, Strand Road, Kolkata – 700001

15, स्ट्रैंड रोड, कोलकाता- 700 001

दूरभाष/Phone : 033-2230-3214, Extn- 375(033-22303451),

FAX No. 033-2231-3271, ई-मेल/E-mail: dmd@kolkataporttrust.gov.in

वेबसाइट-Website : <https://smportkolkata.shipping.gov.in>

BID DOCUMENT

FOR THE TENDER

OF

HIRING OF TWO NOS. PILOT LAUNCHES BY SMPK

एसएमपीके द्वारा किराए पर दो पायलट लॉन्च लेने की निविदा

का

बोली दस्तावेज

Tender No. MRN/NC/338/HIRE(LNCH)/2022

29th March 2023

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SCHEDULE OF TENDER (SOT)

Tender No.	MRN/NC/338/HIRE(LNCH)/2022
Tender Authority	Director, Marine Department, Syama Prasad Mookerjee Port, Kolkata.,15, Strand Road, Kolkata-700001, Phone:033-2230-3214- Extn:375, Fax No: 033-2231-3271 E-mail: dmd@kolkataporttrust.gov.in Website: www.smporkolkata.shipping.gov.in
Mode Of Tender	e-Procurement System: Online (Part I - Techno-Commercial Bid and Part II - Price Bid) through RailTel Portal https://kopt.enivida.in The intending bidders are required to submit their offer electronically through RailTel Portal “ https://kopt.enivida.in ”. No physical tender is acceptable by Kolkata Dock System.
Estimated value of Tender	Rs.4024 Lakhs for two launches (i.e., Rs.2012 Lakhs for one launch) for a period of 05 years. Pre-Qualification criteria has been drawn on One year’s Estimated value of Rs.804.80 Lakhs (for Two launches) and Rs.402.40 Lakhs for one Launch.
Period of contract	The contract will be for a period of five years.
i) Earnest Money Deposit	EMD of Rs.80,48,000/- (Rupees Eighty lakhs Forty-Eight thousand) only, if participated for two Launches and Rs.40,24,000/- (Rupees Forty Lakhs Twenty-Four thousand) only if participated for one launch.
ii)Tender Cost	Tender Cost of Rs.5900/- (including GST @18%). The tender cost is non-refundable.
	The EMD and Tender Document Fee shall be submitted in the form as detailed in clause no. 5 heading ‘Earnest Money Deposit’ of the NIT. Scanned Copies of the successful transaction reports to SMPK towards EMD & Tender fee to be e-filled. The original EMD and tender document fee instrument shall be submitted within 3 days from the closing of online submission of tender.

Date of NIT available to parties to download:	31-03-2023 at 1800 hrs.
Off-line Pre-Bid Meeting date, time & place:	11-04-2023 at 1500 hrs., in the room of Director, Marine Department.
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid:	25-04-2023 at 1400 hrs.
Date and time of opening of Part-I (i.e. Techno-commercial Bid):	25-04-2023 at 1500 hrs.
Date and time of opening of Price Bid (Part-II):	Bidders to be informed separately.

Note:

In case of unscheduled Holiday / Bandh on any of the above days, the same will be opened / held on the next working day at the scheduled time without any further notice.

Important Instructions for e-Tender

This is an e-procurement event of SMP, KOLKATA. The e-procurement service provider is Enivida Portal. You are requested to read the terms & conditions (Annexure- B) of this tender before submitting your online tender.

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 Persons (SMPK):

Shri A. Ghosh, Director, Marine Department.

Phone: 9836298699

E-mail: a.ghosh@kolkataporttrust.gov.in

Shri Samant Kumar, Assistant Engineer Superintendent

Phone: 8017288022

Email: samant.k@kolkataporttrust.gov.in

Contact persons (Enivida Portal):

(1) Phone No.7278929467/8448288981

Mail id: enividahelpdesk@gmail.com/ewizardkumar@gmail.com

(2) Mr. Navneet Mishra.

Mobile No.: + 91 9355030630

E-mail : eprochelpdesk.17@gmail.com

(3) Mr. Tariq Anwar

Mobile No.: +91 9355030608

E-mail : eprochelpdesk.35@gmail.com

1. System Requirement:

- Windows 7 or above Operating System
- Google Chrome
- Signing type digital signature.

2. Both the Techno-commercial Bid and Price Bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.

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

4. E-tender cannot be accessed after the due date and time mentioned in NIT.

5. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.

6. No deviation to the technical and commercial terms & conditions are allowed.

7. The bidders must upload all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the tender shall not be considered.

8. The bid will be evaluated based on the filled in technical & commercial formats.

9. A declaration in this regard is to be made by the bidder stating, "He has fully read and understood the entire Tender Document, GCC, Corrigendum and Addenda, if any, downloaded from under the instant e-tender and no other source, and will comply with the said document, GCC, Corrigendum and Addenda".

10. Bidding in e-tender:

a) Bidder(s) need to submit necessary Tender fees and Transaction fees, to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non-refundable.

b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.

c) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.

d) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.

e) 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. The successful bidder shall be called hereafter CONTRACTOR.

f) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

g) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.

h) 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.

11. Necessary addendum/corrigendum (if any) of the tender would only be hosted in the e-nivida Portal and SMP, Kolkata website.

12. The bidders must upload all the documents required as per terms of tender. Any other document uploaded, which is not required as per the terms of the tender shall not be considered.

13. The bid will be evaluated based on the filled-in technical & commercial formats.

14. The 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.

निविदा सूचना

एसएमपीके द्वारा किराए पर दो पायलट लॉन्च लेने की निविदा का बोली दस्तावेज

निविदा संख्या : MRN/NC/338/HIRE(LNCH)/2022

दो लॉन्च के लिए पांच वर्षों के कार्य का अनुमानित मूल्य 4024 लाख रुपये है। यानी एक लॉन्च के लिए 2012 लाख रुपये।

पूर्व-योग्यता मानदंड, दो लॉन्च के लिए 804.80 लाख रुपये प्रति वर्ष और एक लॉन्च के लिए 402.40 लाख रुपये प्रति वर्ष, के अनुमानित मूल्य पर तैयार किया गया है।

श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता दो नंबर स्टील हल पायलट लॉन्च को पांच साल की अवधि के लिए किराए पर लेना चाहता है। लॉन्च एमएस के तहत पंजीकृत रिवर सी वेसल (RSV) टाइप-4 होना चाहिए तथा पूरे वर्ष भारत के क्षेत्रीय जल के भीतर सभी मौसम की स्थिति में संचालन के लिए सक्षम और प्रमाणित होना चाहिए। लॉन्च वर्ष भर अनुभवी मैनिंग के साथ पांच साल की अवधि के लिए श्यामा प्रसाद मुखर्जी के अधिकार क्षेत्र में ऐसे सभी कर्तव्यों को पूरा करने के लिए सक्षम हो जिसके लिए यह डिज़ाइन किया गया है।

रिवर सी वेसल जहाज के क्लास और वैधानिक प्रमाणपत्रों पर स्पष्ट रूप से रिवर सी वेसल (टाइप -4) लिखा होना चाहिए।

उपरोक्त कार्य के लिए प्रतिष्ठित, वास्तविक और साधन संपन्न फ्लीट मालिकों / फ्लीट मैनेजर्स / ऑपरेटर्स से ई-निविदा आमंत्रित की जाती है जो क्लॉज 1 में दी हुई पूर्व-योग्यता मानदंडों को पूरा करते हैं।

TENDER NOTICE**e-tender for Hiring of two nos. Pilot Launches for Syama Prasad Mookerjee Port, Kolkata**

MRN/NC/338/HIRE(LNCH)/2022

Estimated value of the work for 05 years is Rs.4024 Lakhs for Two launches and Rs.2012 Lakhs for one launch.

Pre-Qualification criteria has been drawn on One year Estimated value of Rs.804.80 Lakhs for Two launches and Rs.402.40 Lakhs for one Launch.

Syama Prasad Mookerjee Port, Kolkata intends to hire two numbers Steel hulled Pilot Launches, registered under M.S. Act with River Sea Vessel (RSV) type-4, capable and certified for operation in all weather conditions within the territorial waters of India throughout the year with experienced manning and to carry out all such duties that the launch is designed for and capable of performing within the jurisdiction of Syama Prasad Mookerjee Port, Kolkata for a period of Five years. River Sea Vessel (RSV) Type 4 must be clearly written on the Class & Statutory certificates of the vessel.

Bidders are free to participate for one launch or two launches in the tender. Pre-qualification & EMD would be commensurate with the number of launches the bidder participates.

e-tender is invited for the above work from reputed, bona fide, and resourceful Fleet owners / Fleet Managers / Operators who meet the following pre-qualification criteria: -

1.0	PRE-QUALIFICATION CRITERIA:
	The pre-qualification criteria as mentioned at items 1.1 & 1.2 below will be considered based on the number of Launches intended for participation by the bidders.
1.1	<u>Technical Criteria:</u>
	<p>A. The firm must have experience and capability in successfully supplying at least one no. steel hulled vessel registered under M.S. Act or I.V. Act (maintained under class of an IACS approved Classification Society) with experienced manning. Performance certificate and work order / agreement obtained from the previous clients to be produced to establish the credibility.</p> <p>B. The firm must have experience of having successfully completed “Similar Work” of successfully supplying at least one no. steel hulled vessel registered under M.S. Act or I.V. Act (maintained under class of an IACS approved Classification Society) with experience manning during the last 7 years up to February-2023 which should be in the following manner: -</p>

	<p>i) 3 (three) similar completed works each costing not less than 40% of the estimated value of Rs.402.40 Lakhs each which equals to Rs.160.96 Lakhs, if participated for one Launch or Rs.321.92 Lakhs, if participated for Two Launches.</p> <p style="text-align: center;">OR</p> <p>ii) 2 (two) similar completed works each costing not less than 50% of the estimated value of Rs.402.40 Lakhs each which equals to Rs.201.20 Lakhs, if participated for one Launch or Rs.402.40 Lakhs, if participated for Two Launches.</p> <p style="text-align: center;">OR</p> <p>iii) 1 (one) similar completed work costing not less than 80% of the estimated value of Rs.402.40 Lakhs which equals to Rs.321.92 Lakhs, if participated for one Launch or Rs.643.84 Lakhs, if participated for Two Launches.</p> <p>“Similar Work” means supplying successfully with experienced manning of at least one steel hulled vessel registered under M.S. Act or I.V. Act (maintained under Class of an IACS approved Classification Society).</p> <p>However, successful execution of part work, for a period of minimum one year in a long-term contract, will also be acceptable provided value of such work meets the PQ amount prescribed at Para 1.1(B) above.</p> <p>C. Claims for fulfilling the above criteria must be adequately supported by the relevant Agreement/Work order and Performance Certificate from the previous contract/work ordering entity to establish the credibility. Authentic Performance Certificate of similar previous works carried out mentioning value of work and period of work to be submitted. Self attested & stamped copies to upload.</p>
1.2	<p><u>Financial Criteria:</u></p> <p>A. The average annual financial turnover of the firm during the last 3 years ending 31st March 2022 should be at least 30% of the estimated value of Rs.402.40 Lakhs which equals to Rs.120.72 Lakhs, if participated for one Launch or Rs.241.44 Lakhs, if participated for Two launches to be duly certified by Chartered Accountant mentioning UDIN (Unique Document Identification Number). Self attested & stamped copy to upload.</p> <p>B. Audited Balance Sheet and Profit & Loss A/c of the bidding entity along with schedules and audit report, for last 3 years (2019-20, 2020-21 & 2021-22). Self-attested & stamped copies to upload.</p> <p>C. If the bidding entity is a Joint Venture/Consortium, they shall submit documents to establish that they jointly meet the eligibility criteria. Each member of 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 (2019-20, 2020-21 & 2021-22).</p>

Bid Document may be downloaded from:

a) SMP, Kolkata website: www.kolkataporttrust.gov.in or <https://smpportkolkata.shipping.gov.in>

or

b) e-Nivida Portal (RailTel Portal): <https://kopt.enivida.in/>

Amendment, Corrigenda or Clarifications, if any, shall be hoisted on the above-mentioned websites only.

2. MODE OF SUBMISSION OF BID:

2.1 The Tenders are to be submitted online through e-tendering in two parts i.e. 'Part-I' & 'Part-II'. 'Part-I' should constitute the Techno-Commercial Bid and 'Part-II' should constitute only the Price Bid without any deviation and condition. Both parts i.e., Part-I and Part-II are to be submitted through e-Nivida Portal (RailTel Portal): <https://kopt.enivida.in/>.

2.2 'Part-I' (Techno-Commercial) bid: It will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid. This will contain the following self attested & stamped documents which are to be uploaded: -

- a) Brief particulars of the Firm mentioning company's registration.
- b) Valid Trade License.
- c) GST Registration Certificate.
- d) Valid Professional Tax Clearance Certificate/upto date tax payment challan
- e) 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 SMP, Kolkata approved format enclosed in **Annexure IV**.

In addition, the bidders not having ESI registration must also indemnify SMP, Kolkata against all damages and accidents occurring to their labour in a non-judicial stamp paper worth Rs.50/- as per enclosed format (**Annexure - V**).

- f) 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**).

g) EMD of Rs.80,48,000/- (Rupees Eighty Lakhs Forty Eight Thousand) only, if participated for two Launches and Rs.40,24,000/- (Rupees Forty Lakhs Twenty - Four thousand) only if participated for one launch payable to “Syama Prasad Mookerjee Port, Kolkata” through RTGS/NEFT or vide alternative modes as detailed at clause no.5 of the NIT. A photocopy of the successful transaction report must be uploaded in their offer through RailTel Portal <https://kopt.enivida.in>. The original EMD instrument shall be submitted within 3 days from the closing of online submission of tender.

h) Tender document fee of Rs.5900/- (non-refundable) including GST @ 18%, payable to “Syama Prasad Mookerjee Port, Kolkata” through RTGS/NEFT or vide alternative modes as detailed at clause no.5 of the NIT. A photocopy of the successful transaction report must be uploaded in their offer through RailTel Portal <https://kopt.enivida.in>. The original tender document fee instrument shall be submitted within 3 days from the closing of online submission of tender.

i) Micro and Small Enterprises (MSE’s) shall submit the following documents for availing themselves of waiver of cost of tender document: -

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.

j) Photocopy 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) 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.

l) Signed and stamped copy of Integrity Pact to be submitted in a Non- Judicial Stamp paper worth Rs.50/- as per enclosed format. All vacant spaces in the format must be filled in including signature of the witness.

m) Power of Attorney in original in connection with signing the tender document as per enclosed format.

n) Filled up “**Form of Tender**” as per enclosed format.

- o) 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.
- p) Self declaration of compliance of Contract Labour Regulation Abolition Act (1970), Workmen Compensation Act and Minimum wage act.
- q) Self declaration of the bidder that the bidding firm has not been debarred/ de-listed by any Govt/ Quasi Govt./Public Sector undertaking in India.
- r) 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.
- s) A detailed deployment planning for the Tendered "Scope of Work". Details of supervision and Liaison set up planned to be used for supervision and co-ordination of the work and how bunkering & supply of logistics will be provided.
- t) The name of the Liaison Officer and address of his office shall be furnished during submission of the tender. The contractor shall also give undertaking that the liaison officer will not be changed during the entire period of contract without informing Syama Prasad Mookerjee Port, Kolkata
- u) The details of launches proposed to be deployed for the purpose (as per enclosed format) to submit. Copies of all statutory certificates including the "General Arrangement" drawing of the offered launches to submit.
- v) A declaration that the launch is free from all encumbrances and lien.
- w) In case of Joint Venture/ Consortium:
- i) All members must submit documents as per clause 2.2 a), b), c), d), e), f), i), j), p), q) & r).
 - ii) All members must submit duly filled relevant formats (Annexure VIII, Appendix-1 to Appendix -6)
- x) Where the bidder does not possess the launch, he should have to enter into an agreement with the owner of the launch for purchasing/leasing of the launch which he intends to deploy to SMP, Kolkata for the duration of the contract, and shall submit an agreement in original affirmed before a first-class judicial magistrate in a non-judicial stamp paper to prove the same. If the bidder is in possession of lease or charter of hire of launch, then irrevocable lease/charter agreement/MoU duly stamped as per Indian Stamp Act 1958, should be submitted along with the offer.

y) Self Declaration of the bidder that whether the firm is participating for one launch or two launches. The details of launches proposed to be deployed for the purpose (as per enclosed format) to be submitted separately for both the launches.

2.3 The contractor shall submit the documents as per the Check List above (i.e.as mentioned in clause no.-1.0 & 2.2) 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. 1.1, and 2.2 Sl. No. g, h, & i are not submitted with the bid.

3.0 Part-II (Price Bid) shall be quoted online as per the enclosed format without any condition or deviation. Price bid must be filled up in EXCEL Sheet through e-Nivida Portal (RailTel Portal).

4.0 INSTRUCTION TO BIDDERS:

4.1 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.

4.2 Syama Prasad Mookerjee Port, 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.

4.3 The work is to be done as described in Bid-Document. The Bidders who needs clarifications on any specific issue shall inform the Engineer in writing well in advance of the date of Pre-Bid discussion at the address given in the next clause.

4.4 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
Syama Prasad Mookerjee Port, Kolkata
15, Strand Road,
Kolkata-700 001.

4.5 The bidders may please note that the Syama Prasad Mookerjee Port, 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 Syama Prasad Mookerjee Port, Kolkata's Offices for making such inquiries. Should Syama Prasad Mookerjee Port, Kolkata finds it

necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by Syama Prasad Mookerjee Port, Kolkata.

4.6 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. Syama Prasad Mookerjee Port, Kolkata may reject, accept, or prefer any bid without assigning any reason whatsoever.

4.7 While evaluating tender regard would be paid to National Defence and security consideration.

4.8 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.

4.9 The Board Members of SMPK reserve the right to verify the submitted copies of documents/credentials with the original documents.

4.10 The Bid and any annotations or accompanying documentation shall be in English language only and in Metric System.

4.11 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 authorisation or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. Syama Prasad Mookerjee Port, Kolkata may reject outright any bid unsupported by adequate proof of the signatory's authority.

4.12 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.

4.13 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.

4.14 Changes to Terms & Conditions as enumerated in the bid document will not be valid if not notified by Syama Prasad Mookerjee Port, Kolkata in writing to the bidder. In the event of Syama Prasad Mookerjee Port, 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.

4.15 Syama Prasad Mookerjee Port, 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 Syama Prasad Mookerjee Port, 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 Syama Prasad Mookerjee Port, Kolkata.

4.16 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

4.17 The General conditions of contract of SMP, Kolkata shall be applicable wherever relevant.

4.18 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.

4.19 Syama Prasad Mookerjee Port, 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.

4.20 Tender Document (Non-transferable) will be available on the website: <https://smporkolkata.shipping.gov.in> / RailTel Portal. 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.

4.21 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.

4.22 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.

4.23 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.

4.24 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.

5. EARNEST MONEY DEPOSIT (EMD):

a) EMD of Rs.80,48,000/- (Rupees Eighty Lakh and Forty-Eight Thousand) only, if participated for two Launches and Rs.40,24,000/- (Rupees Forty Lakhs Twenty-Four thousand) only if participated for one launch shall be submitted by Demand Draft/Bankers Cheque/Pay Order in favour of “Syama Prasad Mookerjee Port, Kolkata” payable at Kolkata. EMD may also be paid by RTGS / NEFT along with their offer directly into the designated bank account of Syama Prasad Mookerjee Port, Kolkata.

Name of Bank & Branch: Indian Overseas Bank,
Current Account No.: 227002000000018.
IFS Code: IOBA0002270.

Concerned vendors / contractors must ensure that the remitting bank positively enters their name and Tender no. in the ‘Sender to Receiver’ column at the time of making payment of Bid document fee by RTGS / NEFT. Details of EMD remitted should be entered by the participating vendor / contractor in the space provided in the e-tender as indicated hereunder.

- i) Name of remitting vendor / contractor:
- ii) Tender No:
- iii) Amount remitted:
- iv) Date of remitted:
- v) U.T.R No.

Alternatively, an amount of Rs. 10 Lakh (Rupees Ten Lakh) only shall be paid by Banker’s cheque /Demand Draft/Pay Order in favour of “Syama Prasad Mookerjee Port, Kolkata” and payable at Kolkata or by RTGS / NEFT as detailed below and the balance amount of Rs 70,48,000/- (Rupees Seventy lakh Forty Eight Thousand) only to be submitted in the form of Bank Guarantee issued by any Indian Nationalized Bank, having Branch at Kolkata, within three days from the closing of online submission of tender. In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata branch of such branch shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court. Specimen EMD format of Bank Guarantee is enclosed. The Bank Guarantee shall remain valid for a period of six months and extendable as may be requested by the port.

b) Earnest money of unsuccessful bidders will be refunded within two months of opening of the price bid or on finalization/ acceptance of tender whichever is earlier. If the price bid opened before expiry of validity of earnest money instruments the same will be refunded to the bidders other than the L-1 bidder. EMD of L-1 bidder will only be encashed. If price bid cannot be opened before expiry date of earnest money instrument, the bidder would be requested to extend the validity of the EMD instrument within the validity period of the offer, failing which the EMD instrument would be encashed. Tender submitted without EMD shall not be considered.

c) Earnest Money Deposit of successful bidder will be returned without any interest after submission of security deposit. Earnest Money shall be forfeited, if any Bidder withdraws his offer within the validity period of the tender and/or letters/amends any terms and/or conditions and/or quoted rate(s), within the validity period of

the offer, making it unacceptable to SMPK. For the purpose of this provision, the validity period shall include any/all extension thereof agreed to by the Bidder in writing. SMPK shall also be at liberty to deduct any of their dues from Earnest Money.

d) 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.

e) 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, 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 or Certificate of District Industries Centre (DIC) or AADHAR based MSME certificate were the categories of firms i.e. Micro or Small is mentioned must be submitted along with the bid.

6.0 SECURITY DEPOSIT:

6.1) Successful bidder will submit Security Deposit for a sum equivalent to “3% of the Total Contract Value” (of one launch or of two launches, depending upon the number of launches offered by the bidder) as accepted by SMP, Kolkata either in Demand Draft or in the form of Bank Guarantee as per enclosed format in favour of “Syama Prasad Mookerjee Port, Kolkata” from a Nationalised /Scheduled Indian Bank with office at Kolkata to the Marine Department (Superintendent., New Construction). In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata branch of such bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of the Kolkata High Court. The Security Deposit shall remain valid for 6(six) months after successful completion of the contract of five year. The Security Deposit will be released within **30 days after successful completion of the contract period without interest.**

6.2) SMP, Kolkata shall encash the Security Deposit in the event the contractor fails to comply with the conditions of the contract or when the contractor has defaulted for more than 10 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.**

6.3) 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 is fulfilled, and the contractor will be duty bound to extend the same as asked by Director, Marine Department. Bank Guarantee needs to be revalidated well in advance at least 3 months prior to the expiry of the old BG excluding claim period.

6.4) SMP, Kolkata will not be liable for any financial obligation in connection with any work until such time SMP, Kolkata communicates to the successful bidder in writing his decision to entrust the work (covered by the Bid document).

6.5) After the issuance of Letter of Intent, Security Deposit will have to be submitted within 15 (Fifteen) working days. Work Order will be issued after successful speed trial and subsequent acceptance of the launch for deployment by SMPK.

7.0 JOINT VENTURES/CONSORTIUM AND OTHER FORMS OF ASSOCIATION

In case the tender is submitted in joint venture/consortium, the Tenderer 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 (Appendix -2).

v) The validity of the joint venture/consortium agreement entered upon on the award of Letter of Acceptance (LOA) by the port should continue for entire period of contract as specified in the tender. All such agreements shall be irrevocable for the above periods.

vi) Firms with at least 26 % equity holding each shall be allowed to jointly meet the eligibility criteria.

vii) Where the tenderer 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.

7.1 FURTHER CONDITIONS FOR JOINT VENTURE/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 7.0 and submit the same in the manner as stipulated.

7.2 Technical & Financial Capability.

The tenderer (whether a single entity or a consortium) must satisfy pre-qualification criteria as stipulated at Clause-1.0 & 2.0 of Annexure -B.

7.3 Assessment of eligibility:

7.3.1 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.

7.3.2 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.

7.3.3 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.

7.3.4 The Tenderer shall submit a Power of Attorney as per format given at Appendix-1, authorizing the signatory of the Tenderer to submit the tender.

7.3.5 Where the 'Successful Tenderer' is a 'Consortium', it shall be required to form an appropriate 'Special Purpose Vehicle' or SPV, incorporated under the Indian Companies Act 1956, to execute the Contract Agreement and execute the

contract. It shall, in addition to forming the SPV, comply with the following additional requirements:

- a. Members of the Consortium shall nominate one member as the 'Lead Member' who shall have an equity share holding of at least 26% of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix -2, signed by all the other members of the Consortium.
- b. The Tender shall contain the information required for each member of the Consortium as per Appendix-3.
- c. The Tenderer shall include a brief description of the roles and responsibilities of individual members of the consortium, particularly with reference to technical and financial obligations, as per Appendices-4 & 5.
- 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 outline the proposed roles and responsibilities, if any, of each member; Commit the minimum equity stake to be held by each member.
 - (iii) Commit the minimum equity stake to be held by each member.
 - (iv) Commit that each of the members, whose experience will be evaluated for the purposes of this Tender, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 2 (two) years from the date of commencement under the contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV;

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

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

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

7.3.6 The Single Entity participating in the tender or all the members of the Consortium participating in the tender must not have been debarred by the Central / State Government or any Entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind. An undertaking in this regard shall be given by the Tenderer in the Covering Letter as per Appendix-6.

7.3.7 A Tenderer including any Consortium Member or Associate shall, in the last 3 (three) years ending on the day preceding to the day of issue of the tender, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Tenderer, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Tenderer, Consortium Member or Associate as per Appendix-6.

7.3.8 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.

8.0 Change in composition of the Consortium

8.1 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 Lol 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, incoming consortium member substituting the outgoing consortium member is required to meet the eligibility criteria of the tender condition at the time of substitution. (ii). In case of removal of any member without substitution, the remaining member(s) shall fulfil 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.

8.1.1 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.
- c. The non-compliance of the pre-conditions as per NIT by the change in composition of a Consortium.

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.

8.2 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.

9.0 Duties and Taxes:

9.1 The rate quoted shall be including all statutory levies excluding GST, which will be paid extra. GST shall not be considered for evaluation of the bids.

9.2 General Terms & Conditions:

Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.

The Supplier/Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions thereunder applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier/Service Provider and details available with Syama Prasad Mookerjee Port, Kolkata, then payments to be retained from due payments till such time Syama Prasad Mookerjee Port, Kolkata is not sure that accurate tax amount is finally reflected in the GSTN to SMP, Kolkata's Account and is finally available to Syama Prasad Mookerjee Port, Kolkata in terms of GST laws and that the credit of GST so taken by Syama Prasad Mookerjee Port, Kolkata is not required to be reversed at a later date along with applicable interest.

Syama Prasad Mookerjee Port, Kolkata has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to Syama Prasad Mookerjee Port, Kolkata for the fault of supplier shall be recovered by Syama Prasad Mookerjee Port, Kolkata by way of adjustment in the consideration payable.

Supplementary invoices/Debit note/credit note for price revisions to enable Syama Prasad Mookerjee Port, Kolkata to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.

The purchase order/work order shall be void, if at any point of time you are found to a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.

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 Board Members of SMPK in addition as the same are not included in the quoted rates.

9.3 SMP, Kolkata is entitled to claim benefit under Service Exports from India Scheme formulated under Foreign Trade Policy, 2015-20 and accordingly, the Contractor would not be entitled to claim any benefit under same scheme against amount realized from services rendered under the contract. In case any other scheme to be notified under subsequent Foreign Trade Policy, if SMP, Kolkata is entitled to claim any benefit, the Contractor would not be entitled to claim the same benefit against any money realized against services rendered under the contract.

The Contractor would not claim any benefit under Service Exports from India Scheme formulated under Foreign Trade Policy, 2015-20 or any other such Scheme to be notified under subsequent Foreign Trade Policy against any amount paid by SMP, Kolkata to the contractor for the services rendered under the contract, without prior written approval of SMP, Kolkata. In case of any default in this account, the amount claimed by Contractor would stand recoverable by SMP, Kolkata with interest and in case the contract fails to pay the same on demand, the SMP, Kolkata would be entitled to recover the same from any amount payable by SMP, Kolkata to the Contractor on any account and failing which by way of encashment of any Bank Guarantee maintained by the Contractor.

9.4 If any new levy of tax, variation in existing taxes and duties and/or a new levy subsuming existing taxes and duties are notified by the central/state government and is applicable in this contract, the same shall be paid by The Board Members of SMPK in addition, if the same is not included in the quoted rates and the service provider has not earned any additional profit out of the new impost or variation, as the case may be.

10.0 PRICING OF THE BID

10.1 General

The Bid shall be quoted in and as per format of Price Bid.

10.2 Currency of Quotations.

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

10.3 Validity of Price Bid

The Part-II (Price Bid) shall be valid for acceptance for a minimum period of 180 days from the date of opening of Part-I (Techno Commercial bid).

10.4 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. SMPK 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.

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

10.6 The Hourly Running Charge quoted by the bidder at clause no. 38.2 should include only the cost of fuel for running the machineries based on the rate of diesel at Kolkata which is Rs.92.76/- per liter as on 09-12-2022. The bidder will have to arrive HRC by the following formulae: -

Hourly Running Charge = (Average Fuel Consumption per Hour of the Launch in Liter per Hour) x (Rs.92.76/- per Liter).

10.7 After acceptance of the launch by SMPK, the Engineer of the contract will conduct trial run of the Launch to ascertain the fuel consumption pattern. During trial run if the average fuel consumption per hour of the launch is found to be less than the value arrived at clause 10.6 as declared by the contractor, the Hourly Running Charge will be paid at the lower value of Average Fuel Consumption per hour.

If the fuel consumption pattern is found higher than the declared one at clause 10.6, payment of Hourly Running Charge will be made at the declared value of Average Fuel Consumption per hour.

10.8 The Engineer of the contract will have the liberty to check the Fuel Consumption Pattern of the launch at any time(s) during the entire period of the contract which shall be arranged by the contractor at their own cost. During such trials, the 'lowest value of all past records' will be considered for arriving Hourly Running Charge for the rest period of contract.

10.9 Engine Maker Technical datasheet showing fuel oil consumption at different rated power to be submitted prior deployment of the launch.

10.10 Escalation/De-escalation: -

Escalation and de-escalation on the hourly running charge as quoted by the party at clause no. 38.2 will be applicable at the same percentage variation of the price of HSD as compared to the base price of HSD which is Rs 92.76 /- per litre as on 09.12.2022 at Kolkata.

10.11 DELIVERY/ REDELIVERY of the Launch will be at Kolkata.

11.0 Mobilization Time:

11.1 On placement of “**Letter of Intent**” launches are to be made available at Kolkata and commence operation within 45 days from the date of issuance of “**Letter of Intent**”. Delay in mobilizing the launch will attract a penalty @ 25% of the Daily Hire Charge of the launch/launches for each day of delay.

11.2 No separate mobilization or de-mobilization charges will be paid. The bidder shall include such costs, if any, in the Daily Hire Charge quoted by him.

11.3 If the contractor fails to supply the launch in fully operational condition within 60 days from the date of “**Letter of Intent**”, SMPK reserves the right to terminate the contract, in the event of which, the Security Deposit will be encashed and forfeited.

11.4 The competent authority/engineer of the contract may, however, extend the period of mobilization if he is satisfied that the reasons for the delay was beyond the control of the contractor.

12. Acceptance of Launch: -

12.1 Syama Prasad Mookerjee Port, Kolkata reserves the right to inspect the Pilot Launches to ascertain their capabilities prior to accepting the same. If any modification/alteration is required contractor will have to carry out such repair work accordingly at their own cost before acceptance of the launch by SMPK.

12.2 Syama Prasad Mookerjee Port, Kolkata reserves the right to refuse the Pilot Launches on their arrival at Kolkata if the same is found to be not fulfilling the requirements as laid down in the tender document.

12.3 **The Engineer of the contract will conduct the Speed Trial of the offered launches before hiring the same and this is to be arranged by the contractor at his own cost. The speed trial will be done under the supervision & certification of IACS approved Classification Society surveyor and the manufacturer of the Main Engines and same will be witnessed by SMPK officials. In case the operating speed is found to be less than 12 knots at 90% MCR during the trial, SMP, Kolkata reserves the right to reject the launch and forfeit the Security Deposit/ Earnest Money Deposit.**

12.4 The operating speed of the launch should not be less than 12 knots at 90% MCR at any stage during the entire period of the contract. The Engineer may also conduct the speed trial of the launch at any time(s) during the contractual period

in the same manner as dealt above which shall be arranged by the contractor at his own cost. In case the speed is found to be less than 12 knots at 90% MCR at any time during the contractual period, SMP, Kolkata reserves the right to impose penalty per day equivalent to 20% of the Daily Hire Rate. The contractor will be required to rectify the defect within 60 days. However, if the speed of the launch is still found to be less than 12 knot at 90% MCR, SMP, Kolkata will have the absolute right to terminate the contract forthwith.

12.5 In case the Pilot launch offered by L1 bidder is rejected, SMP, Kolkata reserves the right to accept the offer of L2 bidder at the same rate, terms & condition of the NIT as offered by the L1 bidder subject to acceptance of the L1 rate by the L2 bidder.

12.6 Regarding award of contract, in case L1 bidder is offering only one launch, SMPK reserves the right to accept the offer of L2 bidder for the second launch at the same rate, terms & condition of the NIT as offered by the L1 bidder subject to acceptance of the L1 rate by the L2 bidder. If L2 bidder is not accepting the L1 rate, offer of L3 bidder will be accepted subject to acceptance of the L1 rate by the L3 bidder and so on.

13.0. Interpretation of Terms

In the contract and specifications, the following works and expressions shall have the following meanings.

‘The Board Members of SMPK’ - The expression ‘The Board Members of SMPK’ means the members of the Board of SMPK.

The ‘OWNER’ shall mean The Board Members of SMPK for the Port of Kolkata, a statutory body constituted under the Major Port Trust Act, 1963.

The “CHAIRMAN” shall mean the Chairman of The Board Members of SMPK for the Port of Kolkata.

“THE DEPUTY CHAIRMAN” Haldia means the Deputy Chairman HDC, 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 Trusts Act, 1963.

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.

‘THE DIRECTOR MARINE DEPARTMENT’ - The expression “the Director, Marine Department” means the office holding that post under The Board Members of SMPK 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 Board Members of SMPK or Director Maine Department to act on their behalf for the purpose of this contract.

‘DAY’ - means duration of 24 hours commencing at 00.00 hours midnight till 2400 hours and includes Sundays and Holidays.

‘DEFICIT PERIOD’ - Shall mean the following: -

- a) The period by which the availability of the vessel falls below the minimum guaranteed level.
- b) The vessels do not report for duty within half an hour on receipt of order.
- c) The period during which the vessel has been de-commissioned without approval of the Engineers.

14. INFORMATION REQUIRED

The Technical description of two launches to be submitted as per the attached format and same to be enclosed in Part-I (Techno- Commercial Bid) of the offer. The contractor will have to submit copies of all statutory certificates including the General Arrangement drawing of the offered launches.

DETAILS OF THE LAUNCH BEING OFFERED:

Sl. No.	PARTICULARS	ITEM
1.	NAME OF THE LAUNCH	
2.	OWNER	
3.	FLAG	
4.	BUILDER	
5.	YEAR OF BUILT	
6.	OFFICIAL NO.	
7.	REGISTERING AUTHORITY	
8.	GRT/NRT	
9.	LOA	
10.	BEAM	
11.	DEPTH	
12.	DRAFT	
13.	FREEBOARD (Summer) [The minimum Freeboard (Summer) should be 1.142 meters]	
14.	ENDURANCE (full power)	
15.	MAIN ENGINES (No, Make, BHP each) [Total installed power of two main engines should not be less than 1200 BHP/ 894.84 KW]	

16.	GENERATOR ENGINES (No, Make, BHP each)	
17.	NAVIGATIONAL EQUIPMENTS (Validity of Certificates)	
18.	SPEED (In Knots) (Not less than 12 Knots at 90% MCR)	
19.	Average Fuel Consumption/Hour at a speed of 12 knots.	
20.	Date of last dry-docking on	
21.	Next Dry Dock due on (To maintain validity of class and statutory certificates)	
22.	Propulsion (Type)	
23.	Crew (Including Master)	(Please give details separately & annex)

14.1 The technical specification of the launches to be offered :-

- 1) Length (LOA) of the launch should not be less than 23 meters and not exceeding 30 meters. The minimum Freeboard (Summer) should be 1.142 meters.
- 2) The launch should not be more than 14 (Fourteen) years old as on the date of opening of the Techno-Commercial bid.
- 3) The launches should be steel hulled, registered under M.S. Act with River Sea Vessel (RSV) type-4, have valid Statutory and Class Certificates of an IACS approved Classification Society capable and certified for operation in all weather conditions within the territorial waters of India throughout the year. River Sea Vessel (RSV) Type 4 must be clearly written on the statutory certificates of the vessel. The submitted certificates will be verified from the issuing authority for her capability of operation as specified in the NIT, failing which the launch will not be accepted.
- 4) The contractor must keep all certificates of the Launch valid and updated during the entire contract period. Any suppression of information regarding validation or expiry/suspension/withdrawal of statutory certificates, the contractor will be blacklisted, and Security Deposit will be forfeited.
- 5) The launch should be highly maneuverable and be so designed that she can go alongside and casting of from moving merchant vessels easily for transfer of pilots/officers/personnel.
- 6) A clear and flat deck space with adequate landing space to be provided in the forward region for pilot landing/ take-off in a safe manner. Firm rails are to be fitted in such a manner that pilots jumping on to this heaving boat in choppy sea from a pilot ladder may land clearly and immediately have a rail to grab A

weatherproof non-skid decking material should be fixed/ laid on the entire foredeck.

7) The operating speed of the Launch should not be less than 12 knots at 90% MCR. Total installed power of two main engines should not be less than 1200 BHP/894.84 KW.

8) The Launch should have an air-conditioned cabin with proper sitting arrangements for at least 8 officers with an attached toilet and arrangement of settees for resting.

9) Endurance of the launch should be about 7 days in full operation condition.

10) The launch should be fitted with conventional twin propellers and twin rudders.

11) The launch should have watertight doors on either side of (P & S) on main deck for entry & exit.

12) Digital flow meters should be fitted by the contractor on the fuel inlet and outlet of Main Engines & Auxiliary Engines and the same should be calibrated every year.

13) Hour Meter should be installed by the contractor in the Main engines and Auxiliary Engines for recording the running hours. In case, the 'Hour Meter' are found not working or their calibration certificates found expired, at any point of time during the entire contract period, the contractor will have to make it operational by replacing/repairing the same. After every repair/replacement calibration certificate must also be submitted. **If the contractor does not rectify the defects within seven days, SMPK reserves the right to impose penalty per day equivalent to 1/3rd of Daily Hire Charge till rectification of the defects.**

NB: SMP, Kolkata shall reserve the right to inspect the launch offered by technically qualified bidders before opening of their price bids.

15 MANNING:

15.1 Manning in the Launch has to be provided as per rule requirement for the designated operations.

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

15.3 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.

15.4 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.

15.5 A Liaison Officer should be deployed by the Contractor for interacting /communicating between SMP, Kolkata, the vessel and other concerned officers at Haldia/Kolkata. Such liaison officer shall have Mobile as well as residential telephone facility. He should be a person having experience in the field of marine operation.

16. SCOPE OF WORK: -

16.1 The launch will primarily be deployed in the Hooghly estuary in Eden channel and in the vicinity of Sagar up to the southern limit of Kolkata Port throughout the year and remain tied up to a mooring buoy or at anchor or alongside the pilot vessel at Sagar for pilotage, survey or any other work that the launch is capable of. The launch will be allowed to proceed to Haldia/Diamond harbor or any other convenient place once a week for replenishment of fuel, water, stores, and provisions etc. The launch will also be used for transportation of officers, men and materials and attending to any other conservancy works. SMPK, depending upon the requirement, may deploy the launch anywhere within the jurisdictions of the port and the vessel should undertake any work that she is designed to and capable of. SMPK, at its discretion, may also direct the launch to operate from Haldia or from any other suitable base within its jurisdiction.

16.2 The successful bidder has to man, maintain, and operate the launch as per directives of the Engineer of the Contract or his authorized representative. The officers/crews employed by the contractor must be conversant with SMP, Kolkata 's operational requirement as well as rules and regulations of statutory authority.

16.3 The Launch shall be required to be manned, maintained, and made available for operation on a 24-hour basis and shall be required to report for operation at ½ (half) hours' notice.

16.4 The contractor has to ensure operating the launch with competent officers, engineers and crew for a period of 350 days in a year.

16.5 All transportation costs towards men and all materials including fuel, lubricants, stores etc. will be the responsibility of the contractor.

16.6 The contractor at their cost will print sufficient number of logbook and log abstract as per SMP, Kolkata 's approved format and these are to be kept on board.

16.7 *Responsibility of operating the launch including manning, supply of fuel and lubricants, provisions and stores and all other supplies and services required to perform the designated duties wholly rests on the contractor and the costs of the same shall have to be taken into account while quoting the rates.*

17. SMPK's Responsibilities: -

Syama Prasad Mookerjee Port, Kolkata shall provide electrical shore connection at the jetties / berths in Haldia/Kolkata, supply fresh water from its water barges, water hydrants, whenever possible, free of cost. But this is not a binding obligation on SMP, Kolkata. SMP, Kolkata's Mooring / Berthing facilities will be provided free of cost as and when practicable. SMPK would also facilitate obtaining gate passes for the contractor's personnel (Ship's crew & Liaison officer) for entry into Docks. However, the cost of passes will be borne by the contractor.

18. Log Book The contractor must maintain a daily logbook for the vessel. All particulars of the vessel including movement of the vessel, engine's important parameters, daily running hours with Hour Meter readings of Main Engines and Auxiliary Engines, 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 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 is 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 logbook is to be retained on board / office and same is to be produced on demand.

19 GUARANTEED AVAILABILITY:

19.1 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. 21 will be applicable. Lay off period of maximum 15 days (which is excluding vessel's availability of 350 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 such lay off period. Lay off period, even if not consumed in any particular year, cannot be carried forward to the next or subsequent years.

19.2 A further lay off period of another 30 days will be allowed once in the tenure of the five years contract period for dry-docking and special survey repair of the vessel for maintaining its certificate of class. No daily hire charge will be payable to the contractor during such lay off period. Guaranteed availability will, however, be reduced proportionately.

19.3 Subsequent to commencement of the contract, in case the offered launch is not available for operation, then a substitute launch with similar/better specification (including age of the launch) shall be provided as a replacement by the Contractor at no extra charge within 30 days from the time and date the offered Launch is inoperative / broken down. During above non-availability period of launch penalty clause as per Cl. No. 21 will be imposed.

20.0 Operation Mode & Charges:

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

20.2 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.

20.3 Accrual of charges.

The contractual rate should be inclusive of all the expenses connected to the operation of the Launch including supply of manning, stores, fuel and lubricants and all other materials required for maintenance, running and operation of the Vessel shall be the liability of the contractor. 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 launch is on standby mode but in ready to operate condition described in clause 20.2 above. However, during the lay off period of the launch 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 launch 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 trial of machineries.

21. Deduction and Penalties:

SMP, Kolkata will not pay the Daily Hire Charge (Clause-38.1 of price bid) for the days the operation of the launch is suspended for the reasons attributed to the contractor. Further, a sum equivalent to the "Daily Hire Charge" under the price bid will be imposed as penalty for each day (24 hours) or pro-rata during the "DEFICIT PERIOD". However, Competent Authority/Engineer of the contract may waive 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 / absence of launch crew and/or other concerned personnel.

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

22. Duration of the contract.

This contract will be for a period of five years. The contract will come into force from the date of commencement of operation of the Launch in Syama Prasad Mookerjee Port, Kolkata.

23. Evaluation and Comparison of Bids.

23.1 Syama Prasad Mookerjee Port, Kolkata reserves the right to accept price part of the offer (Part-II) of only such bidders whose Technical and Commercial aspects of the offer (Part-I) are acceptable and complete. Syama Prasad Mookerjee Port, Kolkata's decision on this regard shall be final and binding on the bidders. Syama Prasad Mookerjee Port, Kolkata may not open the price part of the offer (Part-II) of the bidders whose Technical and Commercial aspects of the proposal is not acceptable or incomplete.

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

23.3 No escalation on the quoted price is admissible during the period of the contract.

24. Bid Opening

24.1 Part-I: Techno-Commercial Bid.

One representative of each bidder with appropriate authorization letter will be allowed during the opening of the bid.

24.2 Part II: Price Bid

Price bid of only those bidders, whose techno- commercial part are complete and acceptable, shall be opened on a suitable date to be intimated beforehand.

25. Signing of the Contract

On placement of Work Order, the successful bidder will have to make arrangement for signing a formal agreement with Syama Prasad Mookerjee Port, Kolkata on a non judicial stamp paper of Rs.50/- as per enclosed format at the earliest.

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

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

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

All persons deployed by the contractor on board the launch shall be insured by the contractor at his cost and documentary evidence should be provided before commencement of work. SMPK shall not be responsible in any manner for any

accident to the personnel engaged by the Contractor during the operation of the launch or otherwise.

27. Mode of 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 logbook 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 endeavor to pay the contractor within 45 days from the date of submission of authentic and correct bill.

Should Syama Prasad Mookerjee Port, Kolkata requests 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.

28.0 Risk Purchase/Termination of contract

28.1 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 Board Members of SMPK 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 Engineers 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

Board Members of SMPK 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 launch is not satisfactory for two consecutive months. The decision of SMP, Kolkata about the performance of the launch will be final.

28.2 In all such cases of Termination of work, The Board Members of SMPK 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.

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

28.4 The Board Members of SMPK 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 Board Members of SMPK and known in all respect.

29. The General Conditions of Contract (GCC) of Trustee's are annexed. The General Conditions will apply except when they are in conflict with condition/terms enumerated in Bid documents and in such cases the clause of GCC will be superseded by conditions established by this document. The G.C.C. may be downloaded from SMP, Kolkata website, "Home Page - Rules and Regulations - Non-Service Regulations".

30. The Director, Marine Department from time to time may authorise in writing a copy of which is to be forwarded to the contractors, any person or persons to be named by him in this behalf to exercise such of his powers, authorities and directions under this contract as he may think fit and proper and the contractors shall recognise, honour and give necessary assistance to such authorities in all respects.

31. Liaison Officer: A Liaison Officer should be deployed by the contractor for interacting/communicating between SMP-Kolkata, the launch, and other concerned Officers at KDS and HDC. Such liaison officer shall have contact Phone in Kolkata with residential Telephone and Fax facility. He should be a person having experience in the field of Marine Operation.

32. 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.

33. 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 it's obligations under this charter which the party can not reasonably prevent or control against.

34. Compliance of relevant Acts, Ordinances etc.:

34.1 CONTRACT LABOUR LAWS:

The contractor shall be required to comply with the Minimum Wages Acts 1948, Employees Liabilities Act, 1938, Industrial Disputes Act, 1947, and the Contract Labour (Regulation and Abolition) Act, 1970, or statutory amendments and the modifications thereof, any other laws relating thereto, and the rules made there under from time to time.

Payment to the labourers to be made as per the minimum wage rate fixed by Chief Labour Commissioner (Central) and as per M.W.A. Govt. of W.B. whichever is higher and revision from time to time along with EPF/ESI and other statutory benefits, as applicable.

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

The contractor shall indemnify the SMP, Kolkata against payment to be made under or for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his subcontractor.

The aforesaid Acts, Ordinances, Rules, Regulations, By-laws, and procedures shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of this contract. It will be obligatory on the part of

contractor to obtain necessary Labour License from the Competent Authority for deploying requisite nos. of labours in the work and submit to the Engineer-in-Charge prior to commencement of the work.

The contractor shall also be required to comply regarding 'Workmen Compensation Act, 1923 as amended by Amendment Act No. 65 of 1976'.

In addition to the above, the personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time. The contractor shall take into account all the above said financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.

The contractor shall indicate maximum number of workmen to be engaged on any day for execution of the work in the appropriate place in the ABSTRACT FORM OF TENDER & he shall have to obtain a regular/permanent license as per Sec. 12(1) of the Contract Labour Act. Further, whenever a contract work has commenced or completed, the contractor has to intimate the same to the Assistant Labour Commissioner (Central) in Form IV-A, within 15 days of such commencement or completion.

The contractor has to arrange for displaying the name of the Regional Labour Commissioner (Central), Asst. Labour Commissioner (Central) & Labour Enforcement Officer (Central) at his worksite(s). The contractor shall inform the Principal Employer the date, time and venue of disbursement to be made by him to his workers.

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

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

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

If asked for by the Employer, the contractor will be required to submit photocopy of all payment challans and produce the original for verification to the representative of the principal employer, i.e., Syama Prasad Mookerjee Port, Kolkata's.

34.3 INDEMNIFICATION:

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

- a) The Minimum Wages Act, 1948.
- b) The Dock Workers (Regulation of Employment) Act, 1948

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

35. INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION

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

35. 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, require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.

35.3 If there is no settlement as mentioned at Clauses - 35.1 & 35.2, the dispute or differences or claims as the case may be, shall be referred to the **Conciliation Committees/Councils** comprising of independent subject expert in order to ensure speedy disposal of the case.

35.4 The award of the Conciliation Committee/Council if agreed by both the sides may then be placed for consideration of The Board Members of SMPK of the Port subject to the delegation of power.

35.5 If there is still no settlement as mentioned at Clauses - 35.1 35.2,35.3 & 35.4, 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.

35.6 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.

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

35.8 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.

35.9 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.

35.10 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.

35.11 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.

35.12 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.

36. Police Verification Certificate:

The successful bidder must submit local police verification certificate for those persons who will be deployed on board the vessel and ashore for carrying out the duty.

37. INTEGRITY PACT:

The bidder will have to enter into an Integrity Pact with the Port as per format enclosed at Annexure-VII. (On Non-Judicial Stamp Paper of Rs.50/-). All blank spaces to be filled in as appropriate. At present for implementation of Integrity Pact, Ms. Bulbul Sen, IRS (Retd.) & Shri Subhashish Sarkar have been appointed by SMP, Kolkata as Independent External Monitor (IEM).

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

Shri Bipin Behari Mallick, IAS, (Retd)
293, Naval Technical Officers,
CGHS, Sector-22, Dwarka
New Delhi-110077

Mobile: 9643002222, 9968150900
E-mail ID: bipinmallick@gmail.com

However, Syama Prasad Mookerjee Port, Kolkata reserves the right to change the Independent External Monitor (IEM) which will be intimated to the bidders accordingly.

ANNEXTURE- C

38.0 FORMAT OF PRICE BID

38.1 Daily Hire Charge of the launch : Rs.....per day.....(A)
(Price Not to be quoted here)

38.2 Hourly Running Charge of the launch: Rs.....per hour..... (B)
(Price Not to be quoted here)

[Hourly running charge shall include only the cost of fuel for running the machineries based on the rate of Diesel at Kolkata which is Rs.92.76/- per liter as on 09-12-2022]

38.3: Assumed running hours per day: 7 HOURS

38.4 Evaluated price of One launch for five years:

= [(365 x A) + (365 x 7 x B)] x 5 = Rs..... (Rupees.....only).

38.5 Evaluated price of Two launches for five years:

= [(365 x A) + (365 x 7 x B)] x 2 x 5 = Rs..... (Rupees.....only).

38.6 NOTE:

1. Daily Hiring 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.

39. List of enclosed formats

- a) Form of Tender - Annexure I
- b) Format of Agreement- Annexure II
- c) Proforma of Bank Guarantee- Annexure III
- d) Format of affidavit for ESI Exemption - Annexure IV
- e) Format of Indemnity Bond- Annexure V
- f) Format of Affidavit for Provident Fund Exemption - Annexure VI
- g) Format of Integrity Pact - Annexure VII
- h) Joint Bidding Agreement- Annexure VIII

- i) Format For Power of Attorney for Signing of Tender- Appendix 1
- j) Format For Power of Attorney for Lead Member of Consortium-Appendix 2
- k) Profile Of the Tenderer-Appendix 3
- l) Details of similar project executed successfully by consortium members- Appendix 4
- m) Details Of Financial Capability of The Tenderer -Appendix 5
- n) Covering letter - Appendix 6
- o) Undertaking- Annexure IX
- p) Details of the launches being offered- Annexure X
- q) Format of Bank Guarantee for Earnest Money Deposit- Annexure XI

ANNEXURE-I**FORM OF TENDER**

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

Dear Sir,

We, M/s.having read and fully understood the specification conditions of tender and general conditions of contract hereby tender to *Hiring of Two Nos Pilot Launches* of The Board Members of SMPK for the Port of Kolkata in accordance with and as set forth in Notice Inviting Tender and General Conditions of Contract.

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 and General Conditions of Contract together with the acceptance thereof in writing by or on behalf of The Board Members of SMPK, shall constitute the contract.

We have annexed Original Demand Draft/Banker's cheque/Pay order No.....dt.....fromBank of Rs..... (Rupees) only /we have annexed Original Demand Draft/Banker's Cheque/Pay Order No.....dt..... from.....Bank of **Rs.10 Lakh** and remaining Rs. (Rupees) only in the form of Bank Guarantee as Earnest Money.

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

Should Syama Prasad Mookerjee Port, Kolkata ask for a break up of our price, we shall submit the same forthwith with adequate justification to establish its veracity, failing which Kolkata Port 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,

Dated.....
 Signature.....

Full Address
 (Seal)

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

FORMAT OF AGREEMENT

Rs. 50/- STAMP PAPER

AGREEMENT FOR *HIRING OF TWO NOS. PILOT LAUNCHES*

-

This Agreement made on the.....day of.....**20...** between The Board Members of SMPK of the Port of 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-700 001 hereinafter called "The Board Members of SMPK" (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 assignees or successors in office) on the other part.

WHEREAS The Board Members of SMPK are desirous ***that the work for Hiring of One/Two nos. Pilot launches*** including the work specified in the Bid document should be carried out of the above **launch(es)** in satisfactory manner and have accepted a tender by the contractor for the said work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

1. 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.
2. The following documents shall be deemed to form and be read and construed as part of the agreement, viz: -
 - i) The Tender document and acceptance of the tender as per terms and conditions finalized and accepted by both parties prior to opening of Price Bid submitted by the contractor.
 - ii) The Board Members of SMPK General Conditions of Contract, unless superseded by document identified in 2 (i) above.
 - iii) The Price Bid as submitted by the contractor and as accepted by The Board Members of SMPK.
 - iv) The work order..... dated.....
 - v) All correspondences and minutes of the meeting by which item 2(i) to 2(iv) is added, amended, varied or modified in any way by mutual consent.

3. In consideration of the payments to be made by The Board Members of SMPK to the contractor, the contractor hereby covenants to do the work of **Hiring of One/Two nos. Pilot launches** as per conditions & scope of work identified in documents noted in para - 2 above and to the order of The Board Members of SMPK for a period of 05 (**Five**) **years** in conformity in all respects with the provisions of the contract.

4. The Board Members of SMPK 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 (or have hereunto set respective hands and seals) on the day and year first above written.

The Common Seal of The Board Members of SMPK Director, Marine Department.
for the Port of Kolkata was hereunto
affixed in the presence of

**AUTHORISED SIGNAGURE
OF CONTRACTOR**

The Common Seal of
Contractor

WITNESSES :-

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.50/- or as decided by the Engineer/Legal Adviser of the Board Members of SMPK.)

To
The Board Members of SMPK for the Port of Kolkata.

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

Name of Issuing Bank.....

Name of Branch.....

Address.....

In consideration of the Board Members of SMPK of the Port of 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 Board Members of SMPK and the Contractor for.....(write the name of the work as per Work Order) in terms of the Work Order No.....dated(hereinafter referred to as the said Contract), for the due fulfillment by the contractor of all the terms and conditions contained in the said contract, on submission of Bank Guarantee for Rs.....(Rupees.....), we,Bank.....Branch, do, on the advice of the contractor, hereby undertake to indemnify and keep indemnified the Board Members of SMPK to the extent of the said sum of Rs.....

(Rupees.....)we.....Bank.....Branch, further agree that if a written demand is made by the Board Members of SMPK through any of its official 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 Board Members of SMPK within a week from the date of such demand by an A/c Payees 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 Board Members of SMPK, 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 weBank.....Branch, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient

reason for the Board Members of SMPK to enforce the Bank Guarantee unconditionally without any reference whatsoever to the contractor.

WeBank.....Branch, further agree that a mere demand by the Board Members of SMPK 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 Board Members of SMPK in the manner and within the time aforesaid.

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 Board Members of SMPK 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 Board Members of SMPK certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Board Members of SMPK have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive ofday of20.... and subject all so that the provision that the Board Members of SMPK shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto.....or any extension thereof made by us.....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 Board Members of SMPK, only on a written request by the Board Members of SMPK to the contractor for such extension of validity of this Bank Guarantee.

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

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

SIGNATURE.....

NAME.....

DESIGNATION.....

(only 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 1ST CLASS MAJISTRATE AT

AFFIDAVIT

I..... son ofaged aboutyears, by faith, by occupation residing at, do hereby solemnly affirm and declare as follows:-

1. That I am the proprietor /Partner/Director ofhaving office atand 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 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 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 me.

DEPONENT

INDEMNITY BOND

On Rs.50/- (Rupees Fifty) Non-Judicial Stamp Paper

By this bond I, Shri/Smt.,son of Shri/Smt.....residing atby occupation the Partner/Proprietor/Director.....having office at, am a tenderer under Director, Marine Department, Syama Prasad Mookerjee Port, Kolkata(A statutory Body under MPT Act,1963).

2. WHEREAS , the said Syama Prasad Mookerjee Port, Kolkata had asked the every tenderer, to furnish an Indemnity bond in favour of Director, Marine Department , , Syama Prasad Mookerjee Port, Kolkata against all damages and accidents to the Labourer/ Tenderer/Contractor.

3. 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 , Syama Prasad Mookerjee Port, Kolkata 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

4. 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 witness whereof I,....., the Partner/Proprietor/Director..... hereto set and seal this theday of in the yearat

Sureties:

Signature of the Indemnifier

1. Name :
Signature :
Address :

2. Name :
Signature :
Address :

Witnesses

Name :
Signature :
Address :

Format of Affidavit for Provident Fund Exemption
On the Rs.10/- (Rupees Ten) Non-Judicial Stamp Paper

BEFORE THE 1st CLASS JUDICIAL MAGISTRATE AT _____

AFFIDAVIT

I _____ son of _____

Aged about _____ years, by faith _____ by
 Occupation _____ residing at
 _____,

Do hereby solemnly affirm and declare as flows:

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 NIT 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.

Deponent

Identified by _____

INTEGRITY PACT

On Rs.50/- (Rupees Fifty) Non-Judicial Stamp Paper

BetweenSyama Prasad Mookerjee Port, Kolkata (SMP, Kolkata) hereinafter referred to as
“This Principal”

And

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

Preamble

The principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliances with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or contractor(s). In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM) appointed by the principal, will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

NOW, THEREFORE

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

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

Section-1: Commitments of the Principal/employer.

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

- will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/ Prevention of Corruption (PC) Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section- 4: Compensation for Damages.

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

Section -5: Previous transgression.

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

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

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and subcontractors.

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

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

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

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

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

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

Section-9: Facilitation of Investigation:

In case of any allegation on 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.

Section-12: Details of IEMs are:

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

Shri Bipin Behari Mallick, IAS, (Retd)
293, Naval Technical Officers,
CGHS, Sector-22, Dwarka
New Delhi-110077

Mobile: 9643002222, 9968150900
E-mail ID: bipinmallick@gmail.com

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

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

Place.....

Date.....

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

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.

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 "**SMPK**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited offers by its Request through NIT No. dated(the "**TENDER DOCUMENT**") for selection of successful tenderer for the contract as proposed in the said tender document.

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

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

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

3. Covenants

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

4. Role of the Parties

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

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

{(c) Party of the Third Part shall be the Financial Member of the Consortium; and}

{(d) Party of the Fourth Part shall be the Operation and Maintenance Member/ Other Member of the Consortium.}

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

5. Joint and Several Liability

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

6. Shareholding in the SPV

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

First Party:

Second Party:

{Third Party:}

{Fourth Party:}

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

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

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

7. Representation of the Parties

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

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

condition or prospects or business of such Party in the 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 Tenderer is not pre-qualified or upon return of the Earnest Money by the SMPK to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the SMPK.

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

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

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

APPENDIX- 1**Format For Power of Attorney for Signing of Tender**

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

Dated: _____

POWER OF ATTORNEY

To whomsoever it may concern

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

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

(Attested signature of Mr. _____)

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

Note –

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

APPENDIX- 2**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/s. having our registered office at, and M/s. having our registered office at, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the "Principals") do hereby designate, nominate, constitute, appoint and authorize M/s. having its registered office at, being one of the members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorize the

Attorney to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the contract, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid(s) for the tender, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre Bid and other conferences/meetings, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid(s) of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid(s) for the tender and/or upon award thereof till the Agreement is entered into with the Authority.

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

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

For
.....
(Name & Title)

For
.....
(Name & Title)

For
.....
(Name & Title)

Witnesses:

1.

2.

.....

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

Profile of The Tenderer

1. (a) Name
- (b) Country of incorporation
- (c) Address of the corporate headquarters and its branch office(s), if any in India.
- (d) Date of incorporation and commencement of business.

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in connection with implementation of the tender.

3. Details of individual(s) of the tenderer (Lead Member in case of Consortium) who will serve as the point of contact/ communication with SMPK.
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
(Land & Mobile)
 - (f) E-Mail Address :
 - (g) Fax Number :

4. Details of Authorized Signatory of the Tenderer:
 - Name :
 - Designation :
 - Company :
 - Address :

Telephone No. :

(Land & Mobile)

Fax No. :

Email Address :

5. In case of a Consortium:

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

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

Signature of Power of Attorney Holders

Name:

Designation:

Date :

Seal

SYAMA PRASAD MOOKERJEE PORT, KOLKATA**HIRING OF TWO NOS. PILOT LAUNCHES FOR SMPK**

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

Instructions:

1. The single entity tenderer / each member of consortium should furnish its details in the appropriate column.
2. The description of each of the project shall have to be provided while giving the following details:
 - (a) Location of the project
 - (b) Contact details of the concerned 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 & other details

Name of the Signatory.....

Signature

Designation

Date

Seal

Details Of Financial Capability of The Tenderer

(In Rs. Crore)

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

Please add more rows depending upon Consortium Members.

Instructions:

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

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

Name:

Designation:

Date :

Seal

CERTIFIED BY

Name of Chartered Accountant Firm

Registration No. & other details

Name of the Signatory

Signature

Designation

Date

Covering Letter

Dated:

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

,

Dear Sir,

1. I/we, _____ (Name of tenderer) having examined the Tender Document and understood its contents, hereby submit our tender for 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 SMPK) any additional information it may find necessary or require supplementing or authenticate the Tender.
4. I/we acknowledge the right of SMPK to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/we also certify the following
 - a. I/we / any of the consortium member (as the case may be) have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind
 - b. I/we certify that in the last three years, I/We/any of the consortium members or our / their associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority/entity nor have had any contract terminated 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 SMPK thereon.
 - b) I/we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.

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

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

Thanking you,

Yours faithfully,

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

Name:

Designation:

Date :

Seal

UNDERTAKING

Undertaking to be submitted in lieu of uploading/submitting signed copy of full tender document

Ref. No.....

Date.....

The Director,
Marine Department,
Syama Prasad Mookerjee Port, Kolkata,
15, Strand Road,
Kolkata - 700 001

Dear Sir,

We,(Name of Tenderer) have fully read and understood the entire Tender Document, GCC, and Addenda, if any, downloaded from the instant e-tender and no other source, and will comply to the said Tender document, GCC and Addenda.

We are submitting this undertaking in lieu of submission of signed copy of the full Tender document.

Yours faithfully,

Signature of Tenderer.....

Name:

Designation:

Date:

Seal of the tenderer.....

DETAILS OF THE LAUNCHES BEING OFFERED

Sl. No.	PARTICULARS	ITEM
1.	NAME OF THE LAUNCH	
2.	OWNER	
3.	FLAG	
4.	BUILDER	
5.	YEAR OF BUILT	
6.	OFFICIAL NO.	
7.	REGISTERING AUTHORITY	
8.	GRT/NRT	
9.	LOA	
10.	BEAM	
11.	DEPTH	
12.	DRAFT	
13.	FREEBOARD (Summer) [The minimum Freeboard (Summer) should be 1.142 meters]	
14.	ENDURANCE (full power)	
15.	MAIN ENGINES (No, Make, BHP each) [Total installed power of two main engines should not be less than 1200 BHP/ 894.84 KW]	
16.	GENERATOR ENGINES (No, Make, BHP each)	
17.	NAVIGATIONAL EQUIPMENTS (Validity of Certificates)	
18.	SPEED (In Knots) (Not less than 12 Knots at 90% MCR)	
19.	Average Fuel Consumption/Hour at a speed of 12 knots.	
20.	Date of last dry-docking on	
21.	Next Dry Dock due on (To maintain validity of class and statutory certificates)	
22.	Propulsion (Type)	
23.	Crew (Including Master)	(Please give details separately & annex)

Signature of Tenderer.....

Name:

Designation:

Date:

Seal of the tenderer.....

FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)
STAMP PAPER Rs. 50/-

To

The Board Members of SMPK,
Syama Prasad Mookerjee Port, Kolkata.

Whereas M/s.and having it's registered office at (Hereunder called Bidder) have submitted their offer for the tenderby the Board Members of SMPK of the Port of Kolkata, a body corporate duly constituted under the Major Port Trust, 1963 (Act 38 of 1963), have received the offer and have agreed to exempt the owner from cash payment of Earnest Money.

KNOW ALL MEN by these presents that

.....
(name of Bank with address) and bound up to The Board Members of SMPK of the Port of Kolkata, in the sum of Rs..... (Rupees)

only, for which payment well and truly to be made to the Board Members of SMPK of the Port of Kolkata, the Bank binds itself, it's successors and assignees by these presents.

The conditions of the obligations are: -

If the contractor, after having submitted the bid, fails or refuses to commence the work or any of its components in accordance with the terms, conditions and time frames established in the Bid. We undertake to pay to The Board Members of SMPK of the Port of Kolkata up to the above amount upon receipt of its first written demand, provided that in its demand Syama Prasad Mookerjee Port, Kolkata will specify that the amount claimed by it is due to it owing to the occurrence of the conditions noted above.

This guarantee will remain in force up to 180 days after the date of issue of as extended by you at any time prior to this date, notice of which extension to the bank being hereby waived, and any demand in respect thereof should reach the Bank not later than the above date of extension thereof.

NOTWITHSTANDING anything contained herein before our liability under the Guarantee is restricted to Rs.....(Rupees.....)

only, our Guarantee shall remain in force till....., unless a demand or claim under the Guarantee is made on the Bank in writing on or before....., we shall be relieved and discharged from all our liabilities thereafter.

Authorised Signatories
OFFICIAL SEAL OF BANK