

Deployment, Operation and Maintaining of equipment for container handling operations in Kolkata Dock System (KDS), Syama Prasad Mookerjee Port, Kolkata for a period of 5 years



SYAMA PRASAD MOOKERJEE PORT, KOLKATA

KOLKATA DOCK SYSTEM
MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT
8, Garden Reach Road, Kolkata – 700 043

Tender document for

“Deployment, Operation and Maintaining of equipment for container handling operations in Kolkata Dock System (KDS), Syama Prasad Mookerjee Port, Kolkata for a period of 5 years”



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Volume – II

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Volume – I
ABBREVIATIONS & GLOSSARY

Abbreviation/Word	To be read as/Meaning
Board	Board of Syama Prasad Mookerjee Port, Kolkata or SMPK
CME	Chief Mechanical Engineer
Contractor/ Service Provider	Successful bidder with whom LoI/LoA/Order has been placed
EMD	Earnest Money Deposit
Employer	Syama Prasad Mookerjee Port, Kolkata or SMPK including its duly authorised officer
EoC	Engineer of the Contract
ESI	Employees' State Insurance
FA & CAO	Financial Adviser & Chief Accounts Officer
GST	Goods & Services Tax
HSD	High Speed Diesel
ISPS Code	International Ship & Port Facility Security Code
KDS	Kolkata Dock System
LoI/LOA	Letter of Intent/Letter of Award
MHC	Mobile Harbour Crane
MHC - Berths	Berths where MHC can be deployed
Non-MHC Berth	Berths where MHC cannot be deployed
NLP	Normal Level of Productivity
NSD	Netaji Subhas Dock
OEM	Original Equipment Manufacturer
PCRA	Petroleum Conservation Research Association
Port	Syama Prasad Mookerjee Port, Kolkata (formerly Kolkata Port Trust)
RMQC	Rail Mounted Quay Crane
RPFC	Regional Provident Fund Commissioner
RTGC/RTG	Rubber Tyre Gantry Crane
RST	Reach stacker
Service Provider	The successful tenderer with whom LoI/LoA/Order has been placed
SMPK	Syama Prasad Mookerjee Port, Kolkata (formerly Kolkata Port Trust)
SoR	Scale of Rates
TEU	Twenty Feet Equivalent Unit of container
TT	Tractor Trailer
TTC	Tractor Trailer Combination
Tender	Bid or offer
Tenderer	Bidder
Yard	Area inside dock (including rail yard) where containers are stacked for handling by container handling equipment & also where receiving/delivery operations take place

SYAMA PRASAD MOOKERJEE PORT, KOLKATA
KOLKATA DOCK SYSTEM
Mechanical & Electrical Engineering Department

NIT No.SMP/KDS/Mech/C/ADV/661dated 15.01.2024

A. Matter of press advertisement

Subject / Work title : “Deployment, Operation and Maintaining of equipment for container handling operations in Kolkata Dock System (KDS), Syama Prasad Mookerjee Port, Kolkata for a period of 5 years”

Date of availability of tender document at website/portal :	16.01.2024 at 17-00 hrs.
Pre-Bid Techno-commercial Conference	01.02.2024 at 11-00 hrs
Date of starting of e-Tender for submission online (Techno-Commercial Bid and price Bid) at https://kopt.enivida.in	16.02.2024 by 17-00 hrs
Last date for submission of Tender	28.02.2024 by 14-00 hrs
Date of Tender Opening(Techno-commercial bid)	29.02.2024 at 15-00 hrs

For details : Please log on to smpportkolkata.shipping.gov.in or

www.kolkataporttrust.gov.in

For online submission of tender: Please log on to <https://kopt.enivida.in>

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

KOLKATA DOCK SYSTEM

Mechanical & Electrical Engineering Department

B.	<u>NOTICE INVITING TENDER</u>
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NIT No.SMP/KDS/Mech/C/ADV/661 dated 15.01.2024

NOTICE INVITING TENDER

Mechanical and Electrical Engineering Department of Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata or SMPK) invites e-Tender under two part system viz. Techno-Commercial Bid and Price Bid for “Deployment, Operation and Maintaining of equipment for container handling operations in Kolkata Dock System (KDS), Syama Prasad Mookerjee Port, Kolkata for a period of 5 years”. Tender Document may be downloaded from SMP, Kolkata website <https://smpportkolkata.shipping.gov.in> and <https://kopt.enivida.in>. Corrigendum/Addendum/ Clarifications, if any, shall be hoisted in the above mentioned websites only.

Details of the ‘Pre-qualification Criteria’ for the Tenderers, Time schedule, Tender Fee and Earnest Money Deposit (EMD) to be submitted by the Tenderers for participation in this tender are given below:

Work Title	“Deployment, Operation and Maintaining of equipment for container handling operations in Kolkata Dock System (KDS), Syama Prasad Mookerjee Port, Kolkata for a period of 5 years”.
Tender Inviting Authority	Chief Mechanical Engineer
NIT No.	SMP/KDS/Mech/C/ADV/661 dated 15.01.2024
Mode of submission of Tender	The tender is comprised of two parts viz. Techno-Commercial Bid and Price Bid. Intending bidders are required to submit their offers electronically through e-NIVIDA portal https://kopt.enivida.in only. No physical tender is acceptable by SMP, Kolkata.
Date of NIT available to parties to download	16.01.2024 at 17:00 hrs.
Date and time of Pre-Bid Meeting	01.02.2024 at 11:00 hrs., to be held at the Office of the Chief Mechanical Engineer at 8, Garden Reach Road, Kolkata – 700043.
Estimated cost	Total: Rs.569.85 Crore (excluding GST) for 5 years
Eligibility criteria	As detailed in clause 3.2 of the Tender Notice
Average Annual Financial Turnover	The average annual financial turnover during the last three completed financial years ending on 31.03.2023 (whether as a single entity or as a consortium as per clause 3.2) should be at least ₹ 34.191 Cr. and the same to be supported by UDIN.
Tender Validity	180 days from the date of opening of techno-commercial bid
Commissioning Schedule & commencement of contract period	The Contractor shall complete supply, delivery at site, installation and commissioning of all equipment under the provisions of the contract as well as deploy necessary manpower and complete all other allied works within a period of 180 days from the date of their receipt of Letter of Intent (LoI)/ Letter of Award (LoA) so as to put the MHCs and other equipment in readiness for operation as per clause 7.2.

Period of Contract	Span or period of contract is 5 years. For further details please refer to Clause-2.1 and 7.5.
Cost of Tender document or Tender document fee	Rs.11,800/- (i.e., Rs.10,000/- plus GST @18%) to be submitted either in the form of Demand Draft/ Banker's Cheque/Pay Order from any Nationalized/Scheduled Bank in India, having branch at Kolkata and to be drawn in favour of "Syama Prasad Mookerjee Port, Kolkata". Tender fee is non-refundable. Exemption category :- Details mentioned under Instructions to Tenderers.
Earnest Money Deposit (EMD)	Rs.123.97 lakh (Rupees One Hundred Twenty Three Lakh and Ninety Seven Thousand Only). Out of the total amount of EMD, Rs. 10 lakh is to be furnished by Demand Draft/Pay Order or Banker's Cheque from any nationalized / scheduled bank of India, payable at Kolkata in favour of "Syama Prasad Mookerjee Port, Kolkata" and the balance amount by way of an irrevocable Bank Guarantee (BG) from any nationalized bank, as per format given in Appendix – XIII. The EMD BG shall remain valid for a period of 9 months from tender issuing date. Exemption category:- Details mentioned under Instructions to Tenderers.
RailTel Tender Processing Fee (Not refundable)	Mode of payment: E-payment only through Debit Card/Credit Card/Net Banking. Tender Processing Fee (TPF): 0.1% of Estimated Cost (Minimum Rs.750/- plus GST, Maximum Rs.7,500/- plus GST). Registration Charge: Rs.2000/- plus GST per year.
Last date of submission of Tender Document Fee, Earnest Money Deposit (EMD)	The Tender Document Fee, Earnest Money deposit, both in the form of Banker's Cheque/Pay Order/Demand Draft, Integrity Pact, shall have to be deposited/submitted in original , to the office of Chief Mechanical Engineer, Syama Prasad Mookerjee Port, Kolkata, Mechanical and Electrical Engineering Department, 8, Garden Reach Road, Kolkata -700043 before the scheduled time and date of opening of the Techno-commercial Bid. Scanned copies of Tender Document Fee, Earnest Money deposit and Integrity Pact, must have to be uploaded along with the Techno- commercial Bid of the e- Tender. In case of Bank Guarantee furnished from any bank outside Kolkata, a Kolkata based branch has to give counter guarantee for the said Bank Guarantee.
Date of starting of e-Tender for submission online (Techno-Commercial Bid and price Bid) at https://kopt.enivida.in	16.02.2024 from 17:00 hrs.
Date of closing of online e-tender for submission online (Techno-Commercial and Price Bid) at https://kopt.enivida.in	28.02.2024 at 14:00 hrs.
Date and time of opening of techno-commercial bid	29.02.2024 at 15:00 hrs.
Date and time of opening of Price Bid.	To be intimated through email only.

NOTE: In the event of any unscheduled holiday coinciding with the day of any of the above activities or major transport dislocation occurring on any such day, such activity shall take place at the same venue and at the same time of the next working day of the Port.

Chief Mechanical Engineer
Kolkata Dock System
SYAMA PRASAD MOOKERJEE PORT, KOLKATA

निविदा आमंत्रण सूचना

श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता (एसएमपी, कोलकाता या एसएमपीके) का मैकेनिकल और इलेक्ट्रिकल इंजीनियरिंग विभाग दो भाग प्रणाली के तहत ई-टेंडर आमंत्रित करता है। "5 वर्ष की अवधि के लिए कोलकाता डॉक सिस्टम (केडीएस), श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता में कंटेनर हैंडलिंग संचालन के लिए उपकरणों की आपूर्ति, संचालन और रखरखाव" के लिए तकनीकी-वाणिज्यिक बोली और मूल्य बोली। निविदा दस्तावेज़ एसएमपी, कोलकाता की वेबसाइट <https://smpportkolkata.shipping.gov.in> और <https://kopt.enivida.in> से डाउनलोड किया जा सकता है। शुद्धिपत्र/परिशिष्ट/स्पष्टीकरण, यदि कोई हो, केवल उपर्युक्त वेबसाइटों पर ही प्रदर्शित किया जाएगा।

इस निविदा में भाग लेने के लिए निविदाकर्ताओं के लिए 'पूर्व-योग्यता मानदंड', समय-सारणी, निविदा शुल्क और निविदाकर्ताओं द्वारा जमा की जाने वाली बयाना राशि (ईएमडी) का विवरण नीचे दिया गया है:

कार्य शीर्षक	"5 वर्ष की अवधि के लिए कोलकाता डॉक सिस्टम (केडीएस), श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता में कंटेनर हैंडलिंग संचालन के लिए उपकरणों की आपूर्ति, संचालन और रखरखाव"।
निविदा आमंत्रण प्राधिकारी	मुख्य यांत्रिक अभियंता
सूचना आमंत्रण संख्या	एसएमपी/केडीएस/मेक/सी/एडीवी/661 दिनांक 15.01.2024
निविदा जमा करने का तरीका	निविदा दो भागों में शामिल है अर्थात् तकनीकी-वाणिज्यिक बोली और मूल्य बोली। इच्छुक बोलीदाताओं को केवल ई-निविदा पोर्टल https://kopt.enivida.in के माध्यम से अपने प्रस्तावों को इलेक्ट्रॉनिक रूप से जमा करना आवश्यक है। एसएमपी, कोलकाता द्वारा कोई भौतिक निविदा स्वीकार्य नहीं है।
पार्टियों को डाउनलोड करने के लिए उपलब्ध एनआईटी की तिथि	16.01.2024, 17:00 बजे।
बोली पूर्व बैठक की तिथि और समय	01.02.2024 को 11:00 बजे, मुख्य यांत्रिक अभियंता के कार्यालय में 8, गार्डन रीच रोड, कोलकाता - 700043 में आयोजित किया जाएगा।
अनुमानित लागत	कुल: 5 वर्षों के लिए 569.85 करोड़ रुपये (जीएसटी को छोड़कर)।
पात्रता मापदंड	जैसा कि निविदा सूचना के खंड 3.2 में वर्णित है
औसत वार्षिक वित्तीय कारोबार	31.03.2023 को समाप्त होने वाले पिछले तीन पूर्ण वित्तीय वर्षों के दौरान औसत वार्षिक वित्तीय कारोबार (चाहे एकल इकाई के रूप में या खंड 3.2 के अनुसार एक संघ के रूप में) कम से कम 34.191 करोड़ होना चाहिए। और इसे UDIN द्वारा समर्थित किया जाना है।
निविदा की वैधता	तकनीकी-वाणिज्यिक बोली खोलने की तारीख से 180 दिन
कमीशनिंग अनुसूची और की शुरुआत संविदा अवधि	ठेकेदार अनुबंध के प्रावधानों के तहत सभी उपकरणों की आपूर्ति, साइट पर वितरण, स्थापना और कमीशनिंग के साथ-साथ आवश्यक जनशक्ति को तैनात करेगा और अन्य सभी संबद्ध कार्यों को उनके आशय पत्र की प्राप्ति की तारीख से 180 दिनों की अवधि के भीतर पूरा करेगा। (एलओआई)/लेटर ऑफ अवार्ड (एलओए) ताकि खंड 7.2 के अनुसार एमएचसी और अन्य उपकरणों को संचालन के लिए तैयार किया जा सके।
अनुबंध की अवधि	अनुबंध की अवधि या अवधि उस तारीख से 5 वर्ष है जब मोबाइल हार्बर क्रेन (एमएचसी) और अन्य उपकरण एसएमपीके के निर्णय के अनुसार एनएसडी में निर्दिष्ट एमएचसी बर्थ पर कम से कम किसी एक में संचालन/कंटेनर हैंडलिंग कार्य के लिए तैयार हैं।

निविदा दस्तावेज या निविदा दस्तावेज शुल्क की लागत	11,800/- रुपये (अर्थात, रु 10,000/- प्लस जीएसटी @18%) भारत के किसी भी राष्ट्रीयकृत/अनुसूचित बैंक, जिसकी कोलकाता में शाखा हो, से डिमांड ड्राफ्ट/बैंकर्स चेक/पे ऑर्डर के रूप में जमा किया जाना है। "श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता" के पक्ष में तैयार किया जाएगा। छूट श्रेणी:- निविदाकारों को दिए गए निर्देशों के अंतर्गत उल्लिखित विवरण।
बयाना राशि जमा (ईएमडी)	123.97 लाख रुपये (एक सौ तेईस लाख और सत्तानबे हजार मात्र)। ईएमडी की कुल राशि में से रु. 10 लाख रुपये का भुगतान भारत के किसी भी राष्ट्रीयकृत/अनुसूचित बैंक से डिमांड ड्राफ्ट/पे ऑर्डर या बैंकर्स चेक द्वारा किया जाना है, जो "श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता" के पक्ष में कोलकाता में देय होगा और शेष राशि एक अपरिवर्तनीय बैंक गारंटी के माध्यम से दी जाएगी। बीजी) किसी भी राष्ट्रीयकृत बैंक से, परिशिष्ट - XIII में दिए गए प्रारूप के अनुसार। ईएमडी बीजी निविदा जारी होने की तारीख से 9 महीने की अवधि के लिए वैध रहेगी। छूट श्रेणी:- निविदाकारों को दिए गए निर्देशों के अंतर्गत उल्लिखित विवरण।
रेलटेल निविदा प्रसंस्करण शुल्क (वापसी योग्य नहीं)	भुगतान का प्रकार: केवल डेबिट कार्ड/क्रेडिट कार्ड/नेट बैंकिंग के माध्यम से ई-भुगतान। निविदा प्रसंस्करण शुल्क (टीपीएफ): अनुमानित लागत का 0.1% (न्यूनतम रु. 750/- प्लस जीएसटी, अधिकतम रु. 7,500/- प्लस जीएसटी)। पंजीकरण शुल्क: रु. 2000/- प्लस जीएसटी प्रति वर्ष।
निविदा दस्तावेज़ शुल्क और बोली सुरक्षा घोषणा पत्र जमा करने की अंतिम तिथि	निविदा दस्तावेज़ शुल्क, बयाना राशि जमा, दोनों बैंकर्स चेक/पे ऑर्डर/डिमांड ड्राफ्ट, इंटीग्रेटी पैक्ट के रूप में मूल रूप से मुख्य मैकेनिकल इंजीनियर, श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता, मैकेनिकल और के पास जमा करना होगा। इलेक्ट्रिकल इंजीनियरिंग विभाग, 8, गार्डन रीच रोड, कोलकाता -700043 टेक्नो-कमर्शियल बोली खोलने के निर्धारित समय और तारीख से पहले। ई-निविदा की तकनीकी-वाणिज्यिक बोली के साथ निविदा दस्तावेज शुल्क, बयाना राशि जमा और सत्यनिष्ठा समझौते की स्कैन की गई प्रतियां अपलोड करनी होंगी।
ऑनलाइन जमा करने के लिए ई-निविदा शुरू होने की तिथि (तकनीकी-वाणिज्यिक बोली और मूल्य बोली) पर https://Kopt.enivida.in	16.02.2024 17:00 बजे से।
ऑनलाइन जमा करने के लिए ऑनलाइन ई-निविदा बंद करने की तिथि (तकनीकी-वाणिज्यिक और मूल्य बोली) पर https://Kopt.enivida.in	28.02.2024 14:00 बजे।
तकनीकी-वाणिज्यिक बोली खोलने की तिथि और समय	29.02.2024 15:00 बजे।
मूल्य बोली खोलने की तिथि और समय।	केवल ईमेल के माध्यम से सूचित किया जाना है।

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INSTRUCTION TO TENDERERS

This is an e-procurement event of Syama Prasad Mookerjee Port, Kolkata. The e-procurement service provider is e-NIVIDA portal <https://kopt.enivida.in> for e-Procurement. You are requested to read the terms and conditions of this tender before submitting your tender online. Tenderers who do not comply with the conditions with documentary proof wherever required, shall not qualify in the Tender.

1.	Online tenders through e-NIVIDA portal https://kopt.enivida.in for e-Procurement mode are invited by Syama Prasad Mookerjee Port, Kolkata from GST registered domestic Contractors for executing the work. The tender document through e-NIVIDA portal(https://kopt.enivida.in) for e-Procurement is open from 16.01.2024 (17:00 hrs) to 28.02.2024 (14:00 hrs) and can be downloaded from the official website of SMP, Kolkata and through e-NIVIDA portal) https://kopt.enivida.in for e-Procurement. The complete tender document can be downloaded from Syama Prasad Mookerjee Port, Kolkata website: https://smportkolkata.shipping.gov.in and https://kopt.enivida.in for e-Procurement (GePNIC) and bidders are required to submit tender offer through https://kopt.enivida.in for e-Procurement on or before the due date and time of submission. The tenderer shall upload the scanned copy of the instruments towards the cost of Tender Document, Earnest Money Deposit (EMD) as proof of payment in the https://kopt.enivida.in Portal for e-Procurement. The tender offer shall have to be submitted by the Tenderer only through https://kopt.enivida.in Portal for e-procurement mode as explained in the tender document.
2.	The Techno-commercial Bid including the Price Bid shall have to be submitted online at https://kopt.enivida.in. Techno-Commercial bid and Price Bid would be opened electronically on specified date and time as given in the NIT. Bidders can witness the opening of Techno-Commercial bid and Price bid electronically. The tenderers are advised to offer their best possible rates. There would generally be no negotiations. Bidders are requested to submit their most competitive prices while submitting the bid.
3.	All entries in the tender should be entered in online as per tender terms without any ambiguity.
4.	Bidders are requested to use internet browsers Firefox version below 50/ Internet Explorer version 8 or above and Java 8 update 151 or 161. Further bidders are requested to go through the following information and instructions available on the e-NIVIDA Portal https://kopt.enivida.in/ before responding to this e-tender. <ul style="list-style-type: none">➤ Bidders Manual Kit➤ Help for contractors➤ FAQ <u>Contact persons (e-NIVIDA Portal):</u> Phone Nos. 7278929467 / 8448288981 Email ID: enividahelpdesk@gmail.com & ewizardkumar@gmail.com <u>Contact persons of SMP, Kolkata:</u> 1.Shri A.K.Kar, CME Mobile No. 9434052489 Email: cme@kolkataporttrust.gov.in 2.Shri D.Das, Dy. CME-II Mobile No. 9674720043 Email: ddas@kolkataporttrust.gov.in
5.	All notices/corrigendum/addendum and correspondence to the bidders shall be made by email

	during the process till finalization of tender by SMP, Kolkata along with press notification, as required. Hence, the bidders are required to ensure that their corporate email ID provided it is valid and updated at the stage of registration of vendor with https://kopt.enivida.in portal (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate). However, SMPK may issue press notification for the required notices/corrigendum/addendum.
6.	E-tender cannot be accessed after the due date and time mentioned in NIT.
7.	<p>(a). MSMEs registered with NSIC under Single Point Registration scheme/DIC/UAM are exempted from depositing Tender Fee and Earnest Money. But all the NSIC/DIC registered firms are not exempted from depositing Tender Fee and Earnest Money. Only those firms, having documents of such exemption for the entire tendered work (as per the Bill of Quantity) would be exempted. Documentary evidence must be uploaded for claim of such exemption, failing which their tender would be summarily rejected.</p> <p>(b). The process involves Electronic Bidding for submission of Tender Document Fee and EMD, Techno- Commercial Bid as well as Price Bid.</p> <p>(c). The e-tender floor shall remain open from the pre-announced date and time and for as much duration as mentioned in this tender document.</p> <p>(d). All electronic bids submitted during the e-tender process shall be legally binding on the bidder. <i>Any bid will be considered as valid bid if it fulfils all the terms and conditions of the Tender Document.</i></p> <p>(e). It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>(f). No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms and conditions for the tender.</p> <p>(h). Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted in Indian Rupee Currency as per UOM indicated in the e-tender floor/tender document.</p>
8.	The e-tender shall be governed by the terms and conditions mentioned therein.
9.	No deviation to the technical and commercial terms and conditions are allowed.
10.	SMP, Kolkata reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
11.	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.
12.	The bid will be evaluated based on the filled-in technical and commercial formats uploaded.
13.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false at any stage of tendering process, tender will be summarily rejected. Punitive action including suspension and banning of business can also be taken against defaulting bidders, including cancellation of contract if fabrication of document is discovered after issuance of work order.
14.	Price bid must be filled-up in EXCEL SHEET IN https://kopt.enivida.in PORTAL (which is uploaded by SMP, Kolkata)

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Terms and Conditions of Tender

NIT No. SMP/KDS/Mech/C/ADV/661 dated 15.01.2024

Concurrence and remarks for all terms and conditions will be taken on-line. No hardcopy for the same needs to be submitted

1. INTRODUCTION:

Syama Prasad Mookerjee Port, Kolkata(SMPK), a Major Indian Port under Ministry of Ports, Shipping & Waterways, Government of India with its Head office at 15,Strand Road, Kolkata-700001, India, invites ONLINE BIDS IN TWO PARTS, FIRST COVER (Cover I) --‘Tender Fee, Earnest Money’ & ‘Techno- Commercial Part’ and SECOND COVER (Cover II) -- ‘Price Part’, from the reputed, bonafide, resourceful & experienced and eligible Tenderers (whether a single entity or a consortium) as per NIT for “Deployment, Operation and Maintaining of equipment for container handling operations in Kolkata Dock System (KDS), Syama Prasad Mookerjee Port, Kolkata for a period of 5 years”.

The type and minimum number of equipment to be deployed, maintained & made available on round the clock basis by the contractor is listed in the table 1 below. For keeping available on round the clock basis of the listed equipment, the Tenderer may deploy additional equipment as standby at no extra cost towards SMPK.

Table 1: List of equipment to be Deployed and Maintained by the Tenderer on round the clock basis

Sl. No.	Equipment	Referred as	Number	Remarks
1	Mobile Harbour Crane	MHC	4 + 2**	Age of MHC shall not be more than 10 years as on last date of tender submission
2.	Rubber Tyred Gantry Crane	RTG	3	Age of RTG shall not be more than 10 years as on last date of tender submission
3.	Reach Stacker	RST	12	RST shall be new
4.	Tractor Trailers	TT or TTC	35	TT shall be new

Note: (i) Age of MHC and RTG to be not more than 10 years as on the last date of the tender submission. Certification from equipment manufacturer/any other accredited certifying agency to be obtained regarding fitness of MHC & RTG for operating for 5 years.

(ii) MHC to be deployed may be diesel, electric or hybrid.

(iii) ** 4 nos. MHC to be available round the clock basis for container handling, for which 2 no. additional MHC to be kept as standby.

The above number of equipment is the minimum number of equipment to be deployed by the service provider. The service provider will be free to deploy more number of equipment than the minimum stipulated number as per work requirement.

2.0. SCOPE OF WORK

The work comprises supply and operation of at least 4 nos. of Mobile Harbour Crane (MHC) (to be available on round the clock basis), 3 nos. Rubber Tyred Gantry Crane (RTG), 12 nos. of Reach Stacker (RST) and 35 nos. of Tractor Trailer combination (TTC).

The Port (SMPK) will provide 4 berths for MHC operation at the most & at least 1 non- MHC berth for handling containers from geared vessels.

The service provider may have to operate geared vessels in MHC berths also.

2.0. (a). Supply, Operation and Maintenance

The service provider or the successful Tenderer/Contractor will install, operate and maintain the following equipment at his cost, charges, expenses, risk, manpower and arrangement:

Sl. No.	Equipment	Referred as	Number	Remarks
1	Mobile Harbour Crane	MHC	4 + 2**	Age of MHC shall not be more than 10 years as on last date of tender submission
2.	Rubber Tyred Gantry Crane	RTG	3	Age of RTG shall not be more than 10 years as on last date of tender submission
3.	Reach Stacker	RST	12	RST shall be new
4.	Tractor Trailers	TT or TTC	35	TT shall be new

**** 4 nos. MHC to be available round the clock basis for container handling, for which 2 no. additional MHC to be kept as standby.

2.0. (b). MHC-Berth operations :

The service provider shall carry out the following activities at berth/s where MHC would be deployed

I. On-Board Operations

- i.** Lashing/unlashing of containers on ships and allied activities for handling of *containers*, such as 4 legged wire slings (45T capacity) with compatible shackles/ hooks and spreader attachment required to handle over-dimensional containers etc.,
- ii.** Opening of the hatch cover of the vessel and closing it.
- iii.** On-board shifting of containers.

Note: For this purpose, the service provider may have to obtain necessary licence, as required, from appropriate authority.

Note: For MHC vessels: the selected service provider will be carrying out the lashing/unlashing and all other onboard work of vessels for which they have to obtain necessary license, as required, from appropriate authority.

II. Unloading/loading

Unloading/loading of containers from and/or on to the ships using *Mobile Harbour Cranes (MHC)*,

III. Quay / yard Transfer

Transportation between Quay and yards and vice-versa using *Tractor-Trailers (TT)*,

IV. Yard Operation

- i. Stacking/un-stacking at the yards using *Rubber Tyred Gantry Cranes (RTG) or Reach Stackers (RST)* and
- ii. Loading/unloading to/from trucks/rail wagons at the yards *using RTGs or RSTs* for the purpose of delivery/removal/receiving and shiftings including container retrieval for import rail bound containers where container stacked at import yard & later transferred to rail block & similarly export container transfer from rail yard to export yard.

The service provider will provide all necessary gears, manpower and other resources required for handling containers including over-dimensional containers *for* fixing, using, utilizing and detaching.

2.0(c) Non-MHC Berth operations:

- i. Transportation of containers between quay to yards and vice-versa using tractor-Trailers,
- ii. stacking/un-stacking at the yards using *Rubber Tyre Gantry Cranes (RTG) or Reach Stackers (RST)* and
- iii. Loading/unloading to/from trucks/rail wagons at the yards *using RTGs or RSTs* for the purpose of delivery/removal/receiving

Note: For non MHC berth, Stevedores appointed by the vessel agents will be responsible for lashing/unlashing and on board work of vessels.

Note: (i) In case of yard to yard transfer inside the terminal, there may be extra movements, as advised by Traffic Deptt. of SMPK. The service provider will be paid for such operation as per equipment wise factor mentioned under table 7.8.I, as certified by Traffic department. However, those moves or any component thereof, for which the Port users cannot be billed by SMPK as per the existing Scale of Rates, the service provider shall not be paid for such moves or any component thereof.

(ii) Apart from containers, the service provider has to handle break-bulk cargoes/packages by MHC, transfer the same from hook point to yards and vice-versa and unloading/loading at yards by yard handling equipment. For this, separate payment will be made to them as defined under 7.9.B.II.

(iii) For non-MHC vessels: Stevedores appointed by the vessel agents will be responsible for lashing/unlashing and on board work of vessels.

2.0 (d) Hazardous cargo Direct Delivery/Receiving Operation

- i. Direct delivery/receiving of containers (especially containers carrying hazardous cargo or any container as desired by SMPK Authority).

Direct Delivery/Receiving would mean movement of containers by the service provider to/from the hook point/yard, and subsequent transfer to/from vehicles of the Importer/Exporter/off-dock CFS Operator with yard cranes/equipment.

ii. Similar to direct delivery there may be direct shipment also.

Note: However, for hazardous cargo direct delivery/receiving operation, those moves or any component thereof, for which the Port users cannot be billed by SMPK as per the existing Scale of Rates, the service provider shall not be paid for such moves or any component thereof.

2.0(e) Yard Planning, Management and tracking of containers on real time basis

- (i) Yard planning, management, yard marking, slot marking including required track painting, erecting signboards for traffic flow in the yard/operational areas will be the responsibility of service provider.
- (ii) The Terminal Operation System (TOS), tracking & accountal of containers from landing till delivery and vice versa are to be integrated with SMPK's prevalent IT enabled service. This should also have provision to latch on to any other Port Operating System and NLP Marine. Further, container landing/shipment data entry at berth and loading/ unloading data entry at yards needs to be done by the service provider on real time basis through hand held device or through any other latest IT solutions.
- (iii) The TOS deployed by the Operator should be state of the art (NAVIS, COSMOS etc) with functionality for end to end planning from Bay Planning (through baplie) to yard operation with Real time Container location and tracking.
- (iv) The Service provider must allow installing RTCT (Real time Container Tracking) devices [for real time tracking of Containers at the yards with IT (Information Technology) based systems] on all their deployed equipment. The service provider shall arrange to provide power supply to RTCT devices from their container handling equipment, on chargeable basis. The RTCT devices will be installed by the third party engaged by SMPK. The rate of said electricity charge would be as per standard electricity tariff as declared by SMPK.
- (v) All the related data pertaining to ship-face handling, yard operations, yard planning, vessel planning etc. are to be shared with SMPK on real time basis. In case of increase in scope like gate operation, further data are to be shared with SMPK in a seamless manner. SMPK will also provide operational data like export generations, Custom's readiness and other necessary data as required time to time through system integration.
- (vi) Gate management for entry and exit of container carrying trailer for export and import purposes including export opening and closing will be done by SMPK.

2.0 (f) Cleaning and Maintenance of work site

- i. Removal of condemned/damaged equipment or other non-required item (owned by the service provider) from the working area including Quay and stacking yards within 48 hrs. of intimation by SMPK.
- ii. The contractor shall arrange for regular cleaning of the quay and yards to ensure safe working conditions.

2.1 Period of Contract

Span or period of contract is 5 years from the date when MHCs and other back up equipment are in readiness for operation/container handling work at any one of the designated MHC berths at NSD.

Such readiness shall be not later than 180 days from the date of receipt of Letter of Intent (LoI)/Letter of Award (LOA)

For fulfilling contractual obligation, contractual commencement of work will be deemed to be reckoned from the day when the MHCs and other equipment will commence operation/container handling work at any designated MHC berths at NSD. However, contractual work at all the other required berths must be commenced within 30 days of commencement at the first designated berth, subject to availability of vessels.

2.2. Specification of Equipment:

Broad Technical Parameters of Equipment to be supplied, operated and maintained: detailed in Appendix-IX. **All equipment should have appropriate attachments to handle OD/OOG containers.**

2.3. Number of Berths to be given to Service Provider:

At most 4 berths at NSD will be given for MHC operation & 1 berth at NSD will be given to the service provider for non-MHC or geared vessel operation.

2.4 Allowable ground load / pressure of the berths at NSD

The allowable ground load for berth – 1 NSD, 2 NSD, 3 NSD, 4 NSD, 5 NSD and 14 NSD is 5000 kg/sqm. MHCs can be operated at these berths subject to fulfilling the above ground load criteria.

However, 1 NSD will be operated as non-MHC berth till such time the 200T crane is required to be operated by SMPK. 13 NSD will be operated as non-MHC berth.

2.5 Exclusivity of container handling at NSD :

Exclusivity of container handling at NSD will **not** be given to the service provider.

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(TENDER NOTICE NO. SMP/KDS/Mech/C/ADV/661 dated 15.01.2024)

Instructions To Tenderers (ITB)

3. TENDERERS ELIGIBLE TO QUOTE IN RESPONSE TO THIS INVITATION TO THE TENDER:

3.1 Single Entity or Consortium

Intending Tenderer(s) either as a Single Entity or a Consortium are 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.

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

3.2 ELIGIBILITY CRITERIA

Tenderer as a single entity or a consortium should fulfil the following criteria:

A. Technical Capacity

I. Completed Works

Successful completion and execution of similar work with following minimum container throughput per annum, in any of the last 7 years as on 31.12.2023:

One contract of handling container throughput, per annum, of 4,04,800 TEUs

OR

Two contracts each of handling container throughput, per annum, of 2,53,000 TEUs

OR

Three contracts each of handling container throughput, per annum, of 2,02,400 TEUs

Here ‘similar work’ means “*managing & operating container terminals at berths, or at yards of port, or ICD or CFS successfully, executing such operations and management contracts by way of using RMQCs and/or MHCs with associated support equipment such as Tractor Trailer and/or Reach Stackers or similar equipment and/or RTGs or RMGs*”

II. On-going works

In case of an ongoing contract the Tenderer may submit documents stating successful completion of at least ONE year of contract meeting the requirements laid down above. That is,

“Executing contract of *similar work at least for one year during last 7 years ending on 31.12.2023* with following container throughput per annum.”

One contract of handling container throughput, per annum, of 4,04,800 TEUs

OR

Two contracts each of handling container throughput, per annum, of 2,53,000 TEUs

OR

Three contracts each of handling container throughput, per annum, of 2,02,400 TEUs

AND

B. Financial Capacity

The average annual financial turnover during the last three completed financial years ending on 31.12.2022/31.03.2023 (whether as a single entity or as a consortium as per clause 3.2) should be at least ₹ 34.191 Cr. and the same to be supported by UDIN.

In case of a Consortium, the aggregate Average Annual Financial Turnover would be computed as arithmetic sum of the respective Average Annual Financial Turnover of the individual members forming the Consortium, where each member shall have and shall continue to 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 commencement of actual 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.

AND

C. Conduct Eligibility

The Single Entity i.e. the tenderer participating in the tender or any of the member/s of the Consortium (which includes their subsidiary, group of companies), participating in the tender, debarred by Central or State Government or any Entity controlled by them, for participating in any tender/contract/agreement of whatever kind for any reason whatsoever including conduct leading to *premature closure/ termination /abandoning of contract/agreement, will not be eligible for participating in the tender.*

An undertaking in this regard shall be given by the Tenderer in the Covering Letter as per Appendix III. The Tenderer shall also submit an affidavit affirmed before a 1st Class Judicial Magistrate /Notary Public to this effect as per Appendix IV.

Non-submission of affidavit shall make the bid liable for rejection. Submission of false affidavit, if found at any stage, shall render the Tenderer disqualified and their EMD / Performance Bank Guarantee shall be forfeited.

AND

D. Conflict of Interest

- (i) 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:

- (ii) 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 relevant section 2(72) of the Companies Act 2013, 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) 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**

- (iii) A constituent of such Tenderer is also a constituent of another Tenderer ; **OR**

- (iv) 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**

- (v) such Tenderer has the same legal representative for purposes of this Tender as any other Tenderer ; **OR**

- (vi) 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.
- (vii) 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 actual 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 bids of the Tenderers not meeting any of the above qualifying criteria shall not be considered for evaluation.

3.3 Documents establishing tenderer's eligibility and qualification:

Tenderers should submit following documents in support of above eligibility criteria, which would be treated as essential documents :

- (i) Audited Annual Accounts for last 3 financial years ending 31.12.2022/31.03.2023 mentioning the UDIN number for each financial year as the case may be. The documents shall necessarily include balance sheets, profit & Loss Accounts showing the financial status during the last three years.
- (ii) Memorandum of Association or Document indicating the formation and nature of business.
- (iii) Work Order & Completion Certificate (from the firm who have placed the work order) in support of the relevant criteria contained in Clause 3.2 above. In case of on-going contract, provision of successful completion of work of one year or more to be mentioned clearly in the experience certificate.

The said documents (i.e. Work Order and Completion Certificate, as the case may be) shall include

- (a) Number & Date of Work Order / Long Term Agreement,
- (b) Customer's name and address,
- (c) Quantity of container handled,
- (d) Relevant documents viz. Bills/invoices &
- (e) Certificate in original from the Chartered Accountant with UDIN who has certified the financial statement about successful completion of the contract (as per Appendix-II) by the Tenderer.
- (f) Copy of 26AS certificate to prove the technical capacity as stated in Clause 3.2.

3.4 Special Purpose Vehicle' or SPV

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 2013, 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 - V, signed by all the other members of the Consortium;*
- (b) *The Tenderer shall contain the information required for each member of the Consortium as per Appendix - VII.*
- (c) *The Tenderer shall include a brief description of the roles and responsibilities of individual members, particularly with reference to technical and financial obligations;*
- (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), substantially in the form specified at Appendix - VI, 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;*
 - (iii) Commit the minimum equity stake to be held by each member;
 - (iv) Commit that each of the members, whose experience will be evaluated for the purposes of this Tender, shall subscribe to 26% (twenty six per cent) or more of the paid up and

subscribed equity of the SPV and shall further commit that each such member shall, for a period of 2 (two) years from the date of commencement of container / cargo handling operation under the contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV ;

- (v) Members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the completion of two years from the date of commencement of the contract and
- (vi) Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of SMPK in relation to the contract throughout the contract period.

In computing the Technical Capacity and Financial Capacity of the Tenderer/Consortium Members under Clause 3.2, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.

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.

- (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.*

3.5 Change in composition of the Consortium

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

- (a) The reason for such change with proof, if applicable, shall be submitted along with the application. Request for change without any valid reason will not be entertained to SMPK.
- (b) The Lead Member continues to be the Lead Member of the Consortium;
- (c) (i) In case of substitution, the substitute is at least equal, in terms of Technical & Financial Capacity, to the Consortium Member who is sought to be substituted. In this regard, documents shall have to be furnished to establish that the proposed member is in possession of experience and having financial health atleast equal to that of the substituted member during the period as stipulated in the pre-qualification criteria of the tender.

(ii) In case of removal of any member without substitution, the remaining member(s) shall 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.

3.5.2 Approval for change in the composition of a Consortium shall be at the sole discretion of SMPK and must be approved by SMPK in writing.

3.5.3 The modified/reconstituted Consortium shall submit a revised JBA accordingly after acceptance of such change by SMPK.

3.6 TENDER FEE & EMD:

Tender Fee: ₹ 11,800/- (Rupees Eleven Thousand Eight Hundred only) (Non-refundable) In the form of Demand Draft/Pay Order/Banker's Cheque from any Nationalized / Scheduled Commercial Bank of India drawn in favour of "Syama Prasad Mookerjee Port, Kolkata", payable at Kolkata.

EMD : Rs.123.97 lakh (Rupees One Hundred Twenty Three Lakh and Ninety Seven Thousand Only). Out of the total amount of EMD, Rs. 10 lakh is to be furnished by Demand Draft/Pay Order or Banker's Cheque from any nationalized / scheduled bank of India, payable at Kolkata in favour of "Syama Prasad Mookerjee Port, Kolkata" and the balance amount by way of an irrevocable Bank Guarantee (BG) from any nationalized bank, as per format given in Appendix – XIII. The EMD BG shall remain valid for a period of 9 months from tender issuing date.

In case of Bank Guarantee furnished from any bank outside Kolkata, a Kolkata based branch has to give counter guarantee for the said Bank Guarantee.

While issuing bank Guarantee issuing applicant must mention receiver's detail as ICICI Bank IFSC ICIC0006952 Branch- Kolkata Gillander House, in BG text at which SFMS IFIN 760 messages to be sent by issuing bank, to establish the authenticity of given BG.

Note : Regarding exemption of Tender Fee and EMD for Micro and Small Enterprises, please refer to clause no. 4.4.2.

3.7 SUBMISSION OF BID:

DATE AND TIME OF BID SUBMISSION

The tenders shall be received upto 14.00 Hours (IST) on 28.02.2024 in <https://kopt.enivida.in> PORTAL .

Pre-bid Meeting:

On 01.02.2024 at 11-00 hrs at the Conference Room at the Office of CME, Syama Prasad Mookerjee Port, Kolkata, 8 Garden Reach Road, Kolkata – 700043. No further Pre-Bid Techno-Commercial Conference will be arranged for the tenderers, who fail to attend the above mentioned Pre-Bid Techno-Commercial Conference.

3.8 OPENING OF BID :- COVER -I & COVER- II

Cover- I i.e. Techno-commercial part of bid would be opened online in Railtel e-NIVIDA Portal on the aforesaid schedule date of opening the techno-commercial bids.

Cover-II i.e. Price Bids of only the qualified bidders shall be opened on a suitable date, to be intimated beforehand through email only.

3.9 EXTENSION OF DATE AND TIME OF SUBMISSION

In the event of the scheduled due date of submission and opening of bids being declared as a closed holiday for SMPK's office or a "Bandh" (unscheduled closure of place of business), the due date for submission of bids and opening of bids will be the following working day at the appointed time and place.

3.10 ADDRESS FOR CORRESPONDENCE

All correspondence is to be addressed to SMPK to the Office of Chief Mechanical Engineer, Syama Prasad Mookerjee Port, Kolkata, 8 Garden Reach Road, Kolkata – 700043..

3.11 COST OF BIDDING

The Tenderer shall bear all costs associated with the preparation and submission of bid, and Syama Prasad Mookerjee Port, Kolkata, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.12 CONTENT OF BID DOCUMENTS

The Bid Documents submitted by the Tenderer should include:

(a) Cover-I (i.e. Techno-commercial Bid):- to include

i. Tender Document along with Addendum and Corrigendum, if any, with signature of authorised signatory and seal of the Tenderer in all pages as an acceptance of all terms and conditions laid down in the tender.

ii. Documents in support of Eligibility Criteria,

iii. Technical Specifications of MHC, RTG, RST and TT,

iv. Duly filled up Annexures/Appendices to Tender Documents

v. Format for integrity Pact (Appendix-XIV), duly filled, signed etc.

vi. Other required documents as detailed clause 4.4.2.

and

(b) Cover-II: Price bid as per the format of Bill of Quantities which must be filled-up in EXCEL SHEET IN PORTAL which is uploaded by SMP, Kolkata. No condition or conditional rebate should at all be indicated/mentioned in the Price Bid.

3.13 Examination of Tender Documents

The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tender Documents. Failure to furnish all information required by the Tender Documents or submission of a bid not substantially responsive to the Tender Documents in every respect will be at the Tenderer's risk and may result in the rejection of its bid without any further reference to the Tenderer.

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INSTRUCTIONS TO TENDERERS

4. PREPARATION AND SUBMISSION OF BIDS

4.1 Inspection of site and dock area

The Tenderer shall be deemed to have inspected the site and dock area including the available facilities and conditions prevailing thereon and have decided the appropriate technical & other parameters of the MHCs, RTGs, RSTs and TTs to be supplied by them. **The Tenderer may like to see the berths, import and export container yards and other aspects to get full knowledge of the scope of work.** Any cost incurred by the Tenderers in preparing their tender or attending inspection of the site will not be reimbursed by SMPK. An inspection of the site and dock area will be arranged prior to the Pre-Bid Techno-commercial Conference (Pre-Bid meeting) to be held on 01.02.2024 in physical mode only. Interested Tenderers may participate in the site inspection, if they so desire.

Site

The site includes area in and around NSD with operations in designated berths and the yards at NSD. However, the successful tenderer will be given 4 berths at NSD and required back-up yard as may be determined by SMPK for vessel operation by MHC & 1 berth at NSD and required back-up yard for non- MHC/geared vessel. The available yards for container handling for the proposed tender is given in the below table:

Berth	Yard / Block No.	Area (in sq m)
	9	10500
	11	9000
	12	2500
	BASRA + BISN MAZDOOR LINE	41283
	16 & 3NSD YARD	10500
	LIBYAN REEFER YARD	10000
	2NSD YARD (Considering no shed)	5887
	14NSD YARD	10000
	13NSD YARD	8500
	Total	108170

4.2 Clarification of Bid Document and Pre-Bid Meeting

4.2.1 PRE-BID MEETING:

A pre-bid techno-commercial conference will be held at Conference Room at the Office of CME, Syama Prasad Mookerjee Port, Kolkata , at 8 Garden Reach Road, Kolkata – 700043 on 01.02.2024 at 11-00 hrs. in physical mode only.

- (b) The intending Tenderers are advised to formulate their queries relating to any part of the Tender Document as well as other clarifications/details required by them from SMPK and forward the same in writing **or through e-mail not later than 2(two) days before the date of Pre-Bid meeting** to the Chief Mechanical Engineer, **Syama Prasad Mookerjee Port, Kolkata**, 8, Garden Reach Road, Kolkata – 700043 (cme@kolkataporttrust.gov.in with copy to ddas@kolkataporttrust.gov.in) so that the same may be discussed/clarified in the pre-bid techno-commercial conference.
- (c) During the pre-bid techno-commercial conference, the queries received in advance would be clarified first, followed by those raised during the conference.
- (d) Pursuant to the pre-bid techno-commercial conference, SMPK may prepare an ‘Addendum’, incorporating necessary amendments and/or modifications to the terms and conditions of the original tender, if and to the extent deemed necessary and shall hoist the same in SMPK’s web-site along with Railtel eNIVIDA portal with due notification in the press in the form of ‘Addendum’, if required to be issued. This ‘Addendum’, if any, shall essentially be a part of the Tender Document for all purposes and shall remain binding on all the Tenderers. It shall be accepted & submitted by all the Tenderers along with their Techno-Commercial Bids.
- (e) The Tenderers are advised to attend the Pre-Bid Techno-Commercial Conference. However, non-attendance at the Pre-Bid Techno-Commercial Conference shall not be a cause for disqualification of a Tenderer. Nevertheless, it is desirable for all the tenderers to attend the Pre-Bid Techno-Commercial Conference.
- (f) The Tenderer’s authorised representative is invited to attend the pre-bid meeting. Number of persons permitted to attend the Pre –Bid meeting shall be limited to a maximum of 2 (Two) persons per Tenderer, duly authorized by the prospective Tenderers. The purpose of the meeting will be to clarify issues and to answer questions or any matter that may be raised at this stage. The deliberations of the pre-bid meeting will be treated as an integral part of the bid document. Non-attendance at the pre-bid meeting will not be a cause of disqualification.

4.3 LANGUAGE OF BID

The offer and complete correspondence must be effected only in English language. The Bid prepared by the Tenderer and all correspondence and documents relating to the bid exchanged by the Tenderer and the Engineer of Contract, shall be written only in the English language. Any printed literature furnished by the Tenderer may be written only in the English language, provided that any printed literature furnished by the Tenderer may be written in another language so long as it is accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the bid, the English translation shall govern.

4.4 SUBMISSION OF BIDS

- 4.4.1** In case of a Consortium, the tender shall be submitted in the name of the Lead Member of the Consortium.

4.4.2 The tender completed in all respects with all pages of the Tender Documents including the Addendum if any, duly signed by the Tenderer as a token of acceptance to all the conditions therein along with all required Appendices of the Tender Document properly filled in and signed with seal shall be submitted as follows:

The Cover – I duly marked as “Techno-commercial Bid” must contain the following:

- a) Demand Draft/Banker’s Cheque/Pay Order in original, for ₹ 11,800/- (Rupees Eleven Thousand Eight Hundred only) from any nationalized / scheduled bank of India, payable at Kolkata in favour of “Syama Prasad Mookerjee Port, Kolkata”, as cost of Tender Document which needs to be physically submitted (within 15.00 hrs of 29.02.2024) to the office of Chief Mechanical Engineer, Mechanical and Electrical Engineering Department, Syama Prasad Mookerjee Port, 8, Garden Reach Road, Kolkata -700043.
- b) EMD of Rs.123.97 lakh (Rupees One Hundred Twenty Three Lakh and Ninety Seven Thousand Only). Out of the said total amount of EMD, Rs. 10 lakh is to be furnished by Demand Draft/Pay Order or Banker’s Cheque from any nationalized / scheduled bank of India, payable at Kolkata in favour of “Syama Prasad Mookerjee Port, Kolkata” and the balance amount by way of an irrevocable Bank Guarantee (BG) from any nationalized bank, as per format given in Appendix – XIII. The hard copy of the same needs to be physically submitted (within 15.00 hrs of 29.02.2024) to the office of Chief Mechanical Engineer, Mechanical and Electrical Engineering Department, Syama Prasad Mookerjee Port, 8, Garden Reach Road, Kolkata -700043. The EMD BG shall remain valid for a period of 9 months from tender issuing date. In case of unsuccessful tenderers, Earnest Money Deposit (EMD) will be refunded after finalization of tender. If price bid is opened before expiry of validity of earnest money deposit, the same will be refunded to the tenderers other than L-1 tenderers after finalization of tender. EMD of L-1 bidder will be encashed. If price bid cannot be opened before expiry date, EMD instrument of all bidders will be encashed.
- c) Duly filled in Integrity Pact as per format given at Appendix –XIV on a Rs. 50/- Non Judicial stamp paper and all blank spaces to be filled up as appropriate in relevant **Annexe-Z**.

Exemption of fees for Micro & Small Enterprises (MSEs):

Micro and Small Enterprise (MSEs) registered with NSIC (under Single Point Registration Scheme)/ DIC (District Industries Centre)/Udyog Adhaar shall be exempted from payment of cost of Tender Document and depositing Earnest Money for which copies of valid MSE’s Certificate along with NSIC Certificate/DIC Certificate/ Udyog Aadhaar Acknowledgement / Udyog Adhaar Memorandum issued by MoMSME, with list of items registered must be submitted in techno-commercial part of their offer for claim of such exemption otherwise their offer will be rejected. Documentary evidence must be submitted in techno-commercial part of Tender for claim of such exemption, failing which their offer shall be summarily rejected. The MSMEs who have applied for registration or renewal of registration with any of the above agencies/ bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption / preference.

If Micro & Small Enterprises (MSEs) registered with NSIC or MSME intends to participate in the tender, for the items they are not registered with NSIC, then they

will have to deposit cost of Tender document, full amount of Earnest Money as per NIT. Otherwise their offer will not be considered.

- (d) One copy of the 'Tender Document' including 'Addendum', if any, with all the pages duly signed with official seal as a token of 'confirmation of having received and read all the pages' as well as 'acceptance of the terms & conditions of the tender'. Also, all the Appendices duly filled in, as & where applicable, and signed with official seals are to be submitted alongwith enclosures thereto wherever applicable, as detailed herein.
- (e) Self attested documentary evidence of successful completion of similar work as proof of fulfilling the Pre-qualification Criteria of the tender.
- (f) Copies of self attested valid GST Registration Certificate.
- (g) Copy of self attested valid Trade License/ up-to-date renewal Payment Challan (for each member in case of a consortium) as applicable. [In addition, for placement of order in favour of a consortium, the SPV formed by the Consortium members shall also have to obtain Trade Licence before commencement of actual operation.]
- (h) Copy of Valid Professional Tax clearance certificate/ up-to-date Tax Payment Challan.
- (i) Copy of self attested PAN Card issued from Income Tax Department.
- (j) Statement to confirm the status of the Tenderers – whether a Partnership Firm, Company or Proprietorship Firm, for which necessary documents to be attached.
- (k) Power of Attorney duly filled in and signed as per Appendix - I and Appendix -V (in case of Consortium only),
- (l) Profile of the Tenderer (or of each member in case of a Consortium) as per format at Appendix – VII, duly filled in & signed,
- (m) (i) Audited Annual Accounts with UDIN for the last three completed financial years ending 31.12.2022/ 31.03.2023, supported by a Certificate from a Chartered Accountant Firm with UDIN, to show the Average Annual Financial Turnover (as per Appendix - VIII) (for each member in case of a Consortium). The documents shall necessarily include balance sheets, profit & Loss Accounts showing the financial status during the last three years.
- (ii) Copy of 26AS certificate to prove the technical capacity as stated in Clause 3.2.
- (n) Other required certificates & documents as indicated below [duly signed]:
- (i) Certified copy of 'Provident Fund Registration Certificate' (for each member in case of a Consortium).
- (ii) Certified copy of 'Employees State Insurance (ESI) Registration Certificate' (for each member in case of a Consortium).
- (iii) Certified copy of Certificate of Incorporation, Memorandum & Article of Association of the Tenderer. In case of consortium, such should be submitted for all Consortium members, as applicable,
- (iv) Documentary evidence that the Tenderer has an office in Kolkata for effective co-ordination with SMPK or otherwise at least a declaration to set up the same in the event of the LoI being issued in favour of the Tenderer before commencement of actual operation.

(v) Duly filled in checklist for Techno commercial terms and conditions (Appendix-XI). Submission of Check list will signify the Tenderer's acceptance of all Commercial Terms and Conditions of the tender. Any wilful attempt by the Tenderers to camouflage any deviation by giving them in the covering letter or in any other documents than the above-prescribed checklist will render the bid as non-responsive. Non-submission of checklists duly filled in and signed by the Tenderer in their techno-commercial bids may render the bids liable for outright rejection.

(vi) Other documents, which is required as per this tender and/or the Tenderer desires to submit (duly signed with seal).

NOTE :

- (a) The Tenderer shall be bound to produce the original of the documents for which photocopies would be submitted, if demanded by SMPK, at the time of opening of the techno-commercial part of the tender or at any subsequent stage.
- (b) All documents submitted by the Tenderers in the Techno-Commercial bids (Cover-I), must be self certified to be True Copies of the original, signed by the authorized signatory of the Tenderer, unless otherwise specified herein under.
- (c) Tenders submitted without Tender Fee and Earnest Money shall be rejected outright without any reference to the Tenderer whatsoever.
- (d) **Refund of Earnest Money:** The amount of Earnest Money will be refunded to the unsuccessful Tenderers without interest after the selection of Successful Tenderer. In the case of Successful Tenderer, this amount may be adjusted against the Performance Guarantee or refunded without interest after submission and acceptance of the Performance Guarantee (i.e. security deposit).
- (e) The Tender Document Fee, Earnest Money deposit, both in the form of Banker's Cheque/Pay Order/Demand Draft & the , Integrity Pact, in original shall have to be deposited/submitted **in original**, in person or made available to the office of Chief Mechanical Engineer, Syama Prasad Mookerjee Port, Kolkata, Mechanical and Electrical Engineering Department, 8, Garden Reach Road, Kolkata -700043 **before the scheduled time and date of opening of the Techno-commercial Bid. SMPK will not take any responsibility in case of any postal delay.**

Scanned copies of Tender Document Fee, Earnest Money deposit and Integrity Pact, must have to be uploaded along with the Techno- commercial Bid of the e- Tender.

4.4.3. a) All the document as mentioned here-in-before shall have to be UPLOADED. The tenderer should clearly understand that no information/indication as to price should be entered in the page of "Bill of Quantities" or elsewhere in the Techno-commercial Bid. Indication of price anywhere in any manner in the Techno-commercial part of the tender would lead to rejection of the offer.

b) The offer / bid has to be entered online by the bidder using Digital Signature and Encryption. All other / supporting documents must be in indelible ink and should be signed by the person(s) duly authorised to sign on behalf of the tenderers. The name and position held by each signatory of the said documents must be typed or printed or sealed below the signature.

c) The documents should contain no interlineations, erasers or over-writing except as necessary to correct the errors made by the tenderers in which case such corrections should be initialed by the person(s) signing the documents.

d) Offer must be submitted for executing all works involved and any offer received for doing a portion of the work with responsibility for carrying out the remaining works by the Port authority's other contractors, will be liable for outright rejection.

4.4.4. **COVER-II: Price bid as per the format of Bill of Quantities which must be filled-up in EXCEL SHEET IN PORTAL which is uploaded by SMP, Kolkata.** No condition or conditional rebate should at all be indicated/mentioned in the Price Bid.

4.4.5. Tenderers may note that non-submission of any of the aforesaid documents/non-fulfillment of any of the aforesaid criteria shall lead to disqualification of their offers.

4.4.6. No alteration shall be made by the Tenderers in the tender and the tender must be in accordance with the specification. Non conformation to this instruction shall be treated as non responsive & hence will disqualify the tender.

4.4.7 (i) SMPK may at its sole discretion extend the Submission/Opening due date(s) by issuing a 'Notice' in SMPK's website with due notification in the press, if required.

(ii) The 'Price Part' of only techno-commercially qualified tenderers, will be opened on a subsequent date, for which date & time will be intimated separately to the tenderers concerned.

4.4.8 Person duly authorized needs to be confirmed through a separate document of authorization i.e. POWER OF ATTORNEY as per Appendix-I and Appendix - V (in case of Consortium only).

4.4.9 **SUBMISSION OF FORGED/TAMPERED DOCUMENTS:** If at any point of time during Tendering process or subsequently, it is detected that the documents submitted by the Tenderer, are forged/tampered in any way, the total responsibility shall lie with the Tenderer and SMPK reserves the full right to take action as may be deemed fit including rejection of the offer and / or termination of contract and/or banning the Tenderer for future tenders of SMPK.

a) Offers for a quantity of less than Tendered Quantity of the equipment.

b) Offers deviating from the tender technical specification.

4.4.10 **Covering Letter**

The intending Tenderer shall submit its tender with a covering letter strictly as per format given at Appendix - III. Any deviation in the content of the covering letter in deviation of what has been stated in the offer shall make the offer rejected.

4.5 **DOCUMENTS COMPRISING THE TECHNO-COMMERCIAL BID**

4.5.1 **TECHNICAL:**

Specification

Technical specifications for equipment must conform to the Technical Specifications as enclosed in the Tender Documents, Appendix-IX. All equipment, namely, MHC, RTG, RST and TTs must conform to age restriction as specified in the tender and pressed into operation.

The Tenderer shall indicate the capacity and other specification including list of likely make of equipment tentatively proposed to be deployed as per Appendix-X. The said Appendix duly filled in shall be submitted along with the techno commercial part of the tender in Cover-I.

The MHCs and RTGs to be supplied by the service provider are to be owned. The RSTs and TTs may be taken on lease/hire by the service provider during the entire period of the contract. Supporting documents to that effect shall be submitted by the contractor within **two months** from the date of placement of LoI/LOA (Letter of Intent)/ (Letter of Award).

In case of equipment owned through lease, SMPK should not be made party to any dispute between lessee and lessor.

It may be noted that Maximum allowable ground pressure for the berths to be given to the successful tenderer is 5.0 Ton/m².

4.6 Forfeiture of Earnest Money:

The EMD shall be forfeited:

- a. If the Tenderer withdraws / modifies its bid between the deadline for submission of bid and the expiry of the period of bid validity specified in the Tender Document.
- b. In the case of a Successful Tenderer, if the Tenderer fails within the specified time limit to furnish the acknowledgement of Letter of Acceptance.
- c. In the case of a Successful Tenderer, if the Tenderer fails to furnish the required Performance Bank Guarantee-in accordance with Clause 7.3 or fails to execute the required Agreement in accordance with Clause 7.4.
- d. If the Tenderer gives any wrong / false information /documents in the bid.
- e. The Earnest Money will also be forfeited as per the provision of clause 7.1 of the Tender Document-
- f. The Earnest Money will also be forfeited if the tenderer adopts any corrupt or fraudulent practices as per Clause 5.8.

4.7 VALIDITY OF OFFER:

Each Tenderer shall keep his offer firm and valid for acceptance by SMPK for a period of 180 (One Hundred Eighty) days from the actual date of opening of techno-commercial part (cover-I) of tender.

4.8 Extension of validity of offer

In exceptional circumstances prior to expiry of the original time limit and before opening of Tender, SMPK may request that the Tenderers may extend the validity for a specified additional period. The request and the Tenderer's response shall be made in writing. *A Tenderer may refuse the request without being liable for forfeiture of EMD.* A Tenderer

agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity period of any bank guarantee furnished for the period of extensions.

Tenderers refusing the request for extension of validity of their offer will not be considered for evaluation of their bids.

4.9 AMENDMENT TO TENDER TERMS AND CONDITIONS:

Amendment of Tender Document:

- (i) At any time prior to atleast 7 days of the due date for submission of tender, SMPK may, for any reason, whether at its own initiative or in response to queries/clarifications raised by the Tenderer(s) during pre-bid techno-commercial conference or otherwise, modify the Tender Document by the issuance of 'Addendum' in the official website of www.kolkataporttrust.gov.in with due notification in the press.
- (ii) In order to afford prospective Tenderer(s) a reasonable time in which to take an 'Addendum' into account, or for any other reason, SMPK may, at its discretion, extend the 'Due Date of Submission' through appropriate notification in the official website of www.kolkataporttrust.gov.in as well as in the press, if required.

4.10 MODIFICATION/SUBSTITUTION AND WITHDRAWAL OF BIDS

4.10.1 The Tenderer may substitute/modify its offer after submission within the closing date of tender submission in online portal.

4.10.2 No bid can be withdrawn once submitted. Withdrawal of a bid during this interval shall result in the forfeiture of Tenderer's Earnest Money.

4.11 SMPK's RIGHT TO ACCEPT OR REJECT BIDS

- A.** Notwithstanding anything specified in these Tender Documents, SMPK, in its sole discretion, unconditionally and without having to assign any reason, reserves to the rights
 - a) To accept or reject the lowest tender or any other tender or all the tenders.
 - b) To accept any tender in full or in part.
 - c) To reject the offers not conforming to the tender terms.
 - d) To annul the tendering process and reject all offers at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reason thereof.
- B.** SMPK also 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) SMPK reserves the right to reject/disqualify an offer, in case SMPK is satisfied that any bribe, commission, gift or advantage has been promised, offered or given by the Tenderer

itself or on behalf of the Tenderer to any officer, employees or representative of the Board or to any person on his or their behalf to secure the tender or to influence the process of examination, evaluation etc. of the tender.

- (d) SMPK also reserves the right to reject/disqualify an offer if it is satisfied that the Tenderer or his representative has made false and misleading statement and/or have tried to influence SMPK in the process of examination, evaluation etc. of the tender.

C. Disqualification of Lowest Tenderer

If any tender (of any tenderer) after opening gets disqualified/rejected and if the said tenderer happens to be the lowest tenderer , then SMPK reserves the right to :

- (i) Take any such measure as may be deemed fit in the sole discretion of SMPK, including annulment of the Tendering Process.
- (ii) 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.

4.12 QUOTING OF PRICES:

4.12.1 Offer shall be in INR.

4.12.2 Rate to be quoted by the Tenderers per Loaded TEU basis for the MHC Berth Operation only as per 'Schedule Of Rates' under **Annexure-1**.

4.12.3 The quoted rate shall include all charges (excluding the GST, as applicable, which will be paid extra at actual and should not be included in the quoted rate).

4.12.4 SMPK at any stage, however, reserves the right to accept or reject any or all the offers without assigning any reason therefore whatsoever.

4.12.5 The quoted price including all its elements shall remain valid during the entire period of the agreement/contract till its complete execution.

4.12.6 The payment for all applicable activities on the basis of per loaded TEU will be made as per Clause: 7.8 (Moves Equivalent to per loaded TEU container).

4.12.7 SMPK has assessed the ceiling rate of Rs 2127/- per loaded TEU Marine Freight Container (in case of MHC berth only). The bidders are requested to quote their rates below or at par with the said ceiling rate of Rs 2127/-.This rate is excluding of GST.

Offers with rates quoted above the said rate will not be considered for the purpose of evaluation.

4.13 TAXES AND DUTIES IN CONNECTION WITH PREPARATION AND SUBMISSION OF BIDS:

The successful Tenderer shall be entirely responsible for all taxes, duties including stamp duties, License fees, Bank Charges and other such levies imposed in or outside India in connection with preparation and submission of bids:.

4.14 Container Traffic

SMPK will not guarantee any minimum container volume for handling by the Contractor.

In this respect, the following information may be relevant to be noted by the prospective tenderers.

1. Container Traffic in TEUs at KDS during the period 2012-2013 to 2022-2023

YEAR	TEU
2012 - 2013	463000
2013 – 2014	449297
2014 - 2015	528165
2015 – 2016	575024
2016 – 2017	634599
2017 – 2018	640191
2018 – 2019	650323
2019 – 2020	674961
2020 – 2021	537873
2021 – 2022	569783
2022 – 2023	567606

2. The details about the port is available at website; www.kolkataporttrust.gov.in/smpportkolkata.shipping.gov.in

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INSTRUCTION TO TENDERERS (ITB)

5. OPENING AND EVALUATION OF BIDS

5.1 OPENING of BIDS

- (i) At first COVER-I containing Techno-Commercial Bid of all bids, who have submitted tender fee and EMD (subject to exemption as applicable), will be opened.
- (ii) Cover-II (Price Bid) will be opened after evaluation of Cover –I. The Cover-II i.e. the Price Bid of only the techno-commercially qualified Tenderers will be opened. The date and time for opening of Cover-II will be intimated to the techno-commercially qualified Tenderers in due time.

5.2 CLARIFICATIONS:

During evaluation and comparison of the bids, the Engineer of Contract may, at his discretion, ask the bidder for clarification on the bid. The request for clarification shall be given in writing by registered/ Speed Post/Registered e-mail/uploaded on the e-procurement Portal, asking the tenderer to respond by a specified date, and also mentioning therein that, if the tenderer does not comply or respond by the date, his tender will be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. (Example: if the Permanent Account Number, registration with GST has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as prescribed at the time of clarification sought by SMPK). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply order without its completion/ performance certificate, the certificate can be asked for and considered. However, no new supply/work order should be asked for so as to qualify the bidders.

No modification of the bid or any form of communication with SMPK or submission of any additional documents, not specifically asked for by SMPK, will be allowed and even if submitted, they will not be considered by the SMPK.

5.3 Confidentiality

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

5.4 EXAMINATION OF BIDS:

5.4.1 Test of Responsiveness

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

- (i) Is received by the due date and time including extension thereof, if any,
- (ii) Is accompanied by the required covering letter,
- (iii) Is accompanied by the required Power of Attorney(s),
- (iv) Contains all the pages of the Tender Document including the Addendum, duly signed and stamped,
- (v) Contains all the documents, information, certificates etc as requested in this Tender Document, duly signed and stamped,
- (vi) contains information/details in Formats/Appendices as specified in this Tender Document,
- (vii) Is accompanied by all the certificates as mentioned in this tender document,
- (viii) Does not show inconsistencies between the details submitted in the offer and the supporting documents,
- (ix) Has not proposed any deviation in the offer as compared to the terms & conditions, scope of work etc. as detailed in the Tender Document together with subsequent amendment(s)/ modifications(s) thereof made through issuance of Addendum, if any.
- (x) Does not have any other inconsistency (ies) in the offer submitted by the Tenderer.

5.4.2 While examining the COVER-I i.e Techno-Commercial Bids by SMPK, if it is observed that Tender Fee & EMD have not been submitted and duly signed and stamped Integrity Pact has not been submitted as per Clause-5.9, the offer will not be considered for further evaluation.

5.4.3 SMPK will examine the Techno-commercial bid to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order. The techno commercial offers of the Tenderers found responsive as per Clause – 5.4.1 above will then be evaluated as per eligibility criteria as detailed in this tender document.

5.4.4 The Engineer of Contract will determine whether each Techno-commercial bid is meeting to the requirements of eligibility criteria as per Annexure-C, under Clause-3.2 and all other requirements of the Bid Documents (including any amendments thereto) on the basis of the original offer and subsequent clarifications/ confirmation, if any. For purposes of this determination, a techno-commercially qualified bid is one, which conforms to all the terms and conditions of the Bid Documents and Amendments, if any and the requirements of all commercial terms and mandatory technical specifications, without deviations, exceptions, objections, conditionality or reservations.

Note:

- (i) SMPK reserves the right to get the financial capability of the Tenderer verified from the Annual Accounts of the Tenderers (to be submitted along with Techno- Commercial Part) and in case some discrepancy is found, the details as will be ascertained by SMPK, shall prevail for evaluation purpose.

- (ii) SMPK, by its own means, may also separately ascertain container handling experience of the Tenderer from the Marine Port Terminals/Agencies/Authorities concerned where the Tenderer have acquired the eligible experience. In case, any discrepancy is found, the details as will be ascertained by SMPK shall prevail for evaluation purpose.
- (iii) Mere submission of offer shall not mean that it will be automatically considered qualified and entertained. Such qualification will be done at the time of evaluation of offers as detailed above.

5.5 Price Bid EVALUATION OF THE OFFERS

- a. The offers will be evaluated AS PER CLAUSE 5.4.
The decision of SMPK in this regard shall be final and binding.
- b. SMPK will carry out a detailed evaluation of the responsive bids only. In order to determine whether the bids are responsive or not, the Technical and Commercial aspects in accordance with the requirements set forth in the Bidding documents shall be taken into consideration. If a Bid is found to be not responsive, it shall be rejected by SMPK.
- c. Subject to fulfilling other terms & conditions contained in the Tender Document, financial evaluation of offers received from Tenderers who have been techno-commercially qualified by SMPK following the procedure mentioned here-in-above will be based on minimum financial implication to SMPK to be computed on the basis of rate to be quoted by the Tenderers per Loaded TEU, basis for the MHC-Berth operation only.
- d. In course of evaluation of the offers if it is found that there are more than one L-1 Tenderers , then successful tenderer will be ascertained as per Note laid down under “ Schedule Of Rates’ in Annexure-I.

5.6 Deployment, Operation and Maintaining of Equipment:

The Tenderer shall note that the successful Tenderer shall have to adhere to the delivery schedule to be provided by SMPK after acceptance of the Tender.

5.7 ACCEPTANCE OF THE TENDER & PLACEMENT OF ORDER

- 5.7.1 SMPK shall issue Letter of Intent(LOI)/Letter of Award(LOA) of the Tender in writing (in duplicate) as per **conditions laid down under Special Conditions of Contract** of the Tender document.
- 5.7.2 The Tenderer shall communicate its acceptance to the LOI/LOA so placed as per **conditions laid down under Special Conditions of Contract** of the Tender document.
The formal work order will be placed on the successful tenderer after submission of performance guarantee and execution of agreement (as per Clause 7.3 & 7.4 of Special Conditions of contract under Annexure-F).

5.8 CORRUPT OR FRAUDULENT PRACTICES:

SMPK requires that tenderer observe the highest standard of ethics during the tendering process and execution of such contracts. In pursuance of this policy, the SMPK:

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) **“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the tendering process or in contract execution;
 - and
 - (ii) **“Fraudulent practice”** means a misrepresentation of facts in order to influence a tendering process or the execution of a contract to the detriment of SMPK, and includes collusive practice among Tenderers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the SMPK of the benefits of free and open competition:
- (b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm as engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.
- (d) The Port authority also reserve the right to disqualify a tender or terminate the contract awarded to them if the successful tenderer commits any offence under the relevant IPC/PC Act.

5.9 INTEGRITY PACT:

Execution of Integrity Pact: The tenderer will have to enter into an Integrity Pact with Syama Prasad Mookerjee Port, Kolkata as per format given at Appendix - XIV on a Rs. 50/- Non Judicial stamp paper and all blank spaces to be filled up as appropriate in relevant Annexe-Z and submit the same along with their techno- commercial bid (Cover-I) of their offer, failing which their offer will not be considered any further.

Following are the names of existing 2 Independent External Monitors (IEM) for implementation of Integrity Pact:

<p>1. Shri Anand Deep, IRS (Retd) 117/363,H-1, Next to Gurdwara, Pandu Nagar, Kanpur, Uttar Pradesh-208005 Mobile No.: 9044796181 email: anand.deep117@gmail.com</p>	<p>2. Ms. Bipin Behari Mallick, IAS (Retd.) 293, Naval Technical Officers, CGHS, Sector-22 Dwarka, New Delhi-110077 Mobile No.: 9643002222,9968150900 email: bipinmallick@gmail.com</p>
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6. GENERAL CONDITIONS OF CONTRACT

'General Conditions of Contract, Forms and Agreements' as sanctioned by the Board for the Port of Kolkata under resolution no. 92 of the 6th meeting held on 27th May, 1993 are given separately in Volume – II of the tender document.

Only those clauses, Forms / Formats of this document, which are not covered in Volume – I of this Tender Document, shall be applicable.

Also, for the sake of interpretation of the contents of the Appendices, the terms contained in the main tender document (other than Appendices) including the 'General Conditions of Contract, Forms and Agreements' shall prevail.

7. SPECIAL CONDITIONS OF CONTRACT

7.1 Acceptance of Letter of Intent (LoI) / Letter of Award (LoA)

After finalisation of the tender, SMPK shall place LoI (Letter of Intent)/Letter of Award(LOA) to the Successful Tenderer. The Successful Tenderer, on receipt of the same, shall remit requisite Performance Guarantee within a period of 30 days from the date of receipt of LoI/LoA, failing which the LoI/LOA will become liable for cancellation with forfeiture of Earnest Money. Pending execution of an Agreement (*as per Clause - 7.4*), the LoI/LOA and its acceptance by the Successful Tenderer will be construed as an Agreement between SMPK and the Successful Tenderer for fulfilling the scope of work and obligation of the contract by the Successful Tenderer, till formal agreement is executed as per clause 7.4.

7.2 Commissioning Schedule & commencement of contract period

A. Commencement of contract

The Contractor shall complete supply, delivery at site, installation and commissioning of the 4 MHC** (Mobile Harbour Crane), 3 RTG (Rubber Tyred Gantry Crane), 12 RST (Reach Stacker) & 35 TTC (Tractor Trailer Combination), excluding standby equipment as per requirement felt by the service provider) for container handling operations as well as deploying necessary manpower and complete all other allied works within a period of **180 days** from the date of receipt of Letter of Intent (LoI)/Letter of Award (LOA) so as to put the MHC and other equipment are in readiness for container handling operation.

In other words, such readiness shall be not later than 180 days from the date of receipt of Letter of Intent (LoI)/Letter of Award (LOA)

Note: ** 4 nos. MHC to be available round the clock basis for container handling, for which 2 no. additional MHC to be kept as standby.

B. Date of Manufacturing

The Contractor shall produce certificate issued by the OEM in respect of date of manufacturing, capacity and performance of all equipment.

Further certification from equipment manufacturer/any other accredited certifying agency to be obtained regarding fitness of MHC and RTG for operating for 5 years, from the date of deployment.

C. Statutory Clearances and Permissions

The Contractor shall at their own cost and arrangement obtain and maintain all statutory clearances and permissions as may be required by law for operation and maintenance of the equipment as per scope of work to be supplied by him under the provision of the tender/contract.

The contractor shall employ qualified and skilled personnel of reasonable age and fitness for operation and maintenance of all the equipment under the contract.

The Contractor shall ensure that all such personnel have valid Licenses/Certificates as applicable under the law for the tender/contract.

Contractual commencement of work will be reckoned from the day when the equipment is ready for operation, irrespective of availability of vessels.

D. The schedules of Commencement of Operation

The service provider has to schedule Commencement of Operation at the designated berths as per intimation of SMPK.

N.B. For commencement of container handling operation at the designated berth at NSD , the service provider has to deploy, commission & make available on round the clock basis, the following minimum no. of equipment conforming to age and other technical specification as detailed in this document:-

- (i) 4MHC ** (excluding 2 no. additional MHC to be kept as standby); (ii) RTG: 3; (iii) RST: 12; & (iv) TTC: 35.

Note: ** 4 nos. MHC to be available round the clock basis for container handling, for which 2 no. additional MHC to be kept as standby.

E. Sub-Contracting : The Contractor shall not assign the contract to any other agency. Sub-contracting of manpower to be deployed by the successful tenderer would be allowed by SMPK subject to its prior approval.

F. Equipment Inspection

The Contractor shall allow SMPK or any statutory authority to inspect the equipment at all points of time and take such action as may be directed by SMPK or the said statutory authority with regard to any of the equipment.

G. Equipment maintenance

The equipment will have to be maintained by the Contractor at its own cost and risk at site taken on lease from SMPK, or at separate premises. SMPK may provide, to the extent of availability, space for office and contract related requirement to the contractor on chargeable license basis as per the prevailing 'Schedule of Rent for land, warehouses and buildings of SMPK at KDS' **or SMPK's Scale of Rates** and 'Land Policy of Major Ports' , as revised from time to time.

The Contractor shall at its own cost and arrangement promptly repair/replace or restore any of the equipment as detailed and deployed as per terms of the tender, which may be lost, damaged or destroyed. In the event of replacement of any equipment by another one, the latter must conform to the age restriction and Broad Technical Parameters applicable for replaced equipment.

The Contractor will be allowed to fuel the equipment inside the dock area by their owned Oil Container or Mobile Fuel Dispenser for which all necessary precautions as may be required will be taken by the contractor. In this regard, approval of any statutory authority as may be required will also be taken by the contractor.

SMPK will provide electricity to the Contractor within the dock premises as may be required in connection with the instant work on chargeable basis, as per tariff fixed by the SMPK from time to time from its nearest available sources. It will be the responsibility of the contractor to lay electricity

cable in the manner required and acceptable to SMPK at their own expense from such source to the point of use. The said charges will be realised by SMPK from any due of the contractor, if not separately paid whenever so instructed by SMPK.

However, water will be provided within the dock premises free of charge.

If required, the Contractor may have to lay their own water-line or electric-line (as per Indian Electricity Rules) from SMPK's nearest source up to their place of requirement or internet connectivity cable or similar connectivity equipment for which SMPK will grant 'way leave licence' on chargeable basis as per its Schedule of Rent as revised from time to time.

H. DOCK Permits

The Contractor shall have to obtain required permits, to be issued free of cost, for entry inside the dock premises for its employees, workmen, security personnel, vehicles, tools & tackles, equipment/ accessories including the equipment and other materials, following the procedure of SMPK in vogue at KDS. However, the contractor have to pay the required fee towards one time registration, as required, for each personnel/ vehicles/equipment etc., while obtaining such permits.

I. CIVIL/ELECTRICAL WORK:

SMPK at its cost will be responsible for repair / renovation /up-gradation of yard/ berth / road / electrical & other installations in the project premises.

J. Issue of security clearance for import of equipment and SMPK's role in the matter.

In compliance of rules and regulations governing/related to foreign investment (both direct and institutional) in India, arranging equipment from foreign sources- foreign personnel engaged during installation, commissioning and subsequent operation and maintenance of all equipment during the entire contract period may warrant such security clearance and to be arranged by the service provider. SMPK will provide all required assistance in this matter.

K. Subcontracting of man power:

- (i) Subcontracting of manpower to be deployed by the service provider would be allowed subject to consent of SMPK. The Contractor shall also ensure that all the manpower deployed by his leasing partner or sub-contracted manpower shall be given adequate training as required for carrying out work under applicable law and regulations.

L. Lien on equipment :

SMPK will not allow any lien on equipment deployed by service provider.

7.3 Performance Guarantee/Security Deposit

- (i) The Contractor, after receipt of the Letter of Intent / letter of award, shall deposit a sum equivalent to ₹ 28,49,25,000/- within a period of 30 days from the date of receipt of Letter of Intent/Letter of Award by the Contractor. The above Security Money will be required to be deposited in

Demand Draft /Banker's Cheque only drawn in favour of '**Syama Prasad Mookerjee Port, Kolkata**' payable at Kolkata.

- (ii) Alternatively, the Contractor may submit Performance Guarantee in the form of an 'irrevocable – encashable at call' Bank Guarantee on a Non-judicial Stamp paper of at least **Rs.100/-** issued by any Nationalized / Scheduled Commercial Bank in India **within 30 days** from the date of receipt of LoI/LOA as per format enclosed at **Appendix-XII**. The Bank Guarantee must remain valid at least for a period of two years with an additional claim period of 6 months thereafter. The said Bank Guarantee shall have to be revalidated before expiry of the validity period for at least one more year with same additional claim period of 6 months thereafter and continued like this till the end of the contract.
- (iii) 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 Calcutta High Court.
- (iv) For non-fulfilment of any contractual obligations by the Contractor, the Board of SMPK shall be at liberty to forfeit the above Security Deposit or raise claim against the said Bank Guarantee and/or enforce the same unilaterally. Failure to submit the documents, within **two months** from the date of placement of LoI/LOA, to prove ownership or possession of MHCs, RTGs, RSTs and TTs on own/lease (as the case may be) by the contractor for the contract shall also be one of the grounds for forfeiture of the said Bank Guarantee.
- (v) The cost of executing the Bank Guarantee and extension/revalidation of the same, if any, shall have to be borne by the Contractor. Failure in submission of Security Deposit as stated above may render the contract liable for cancellation and Earnest Money forfeited. No payment shall be released until and unless the Security amount is deposited by the Successful Tenderer.
- (vi) “ While issuing bank Guarantee issuing applicant must mention receiver's detail as ICICI Bank IFSC ICIC0006952 Branch- Kolkata Gillander House, in BG text at which SFMS IFIN 760 messages to be sent by issuing bank, to establish the authenticity of given BG”.

7.4 Signing of Agreement

An agreement shall have to be executed on a Non-judicial Stamp paper of at least ₹ 100/- as per format enclosed with the General Conditions of Contract by the Successful Tenderer at his/their expense **within 45 days** from the date of issuance of 'Letter of Intent'. All correspondence between the Successful Tenderer and SMPK and all documents submitted from the date of opening of offer till the submission of the Security Deposit shall form part of the contract agreement. No payment, even if otherwise admissible under the contract, shall be released until and unless the contract Agreement is executed.

7.5 Period of Contract

Span or period of contract is 5 years from the date when MHCs and other back up equipment are in readiness for operation/container handling work at any one of the designated MHC berths at NSD.

Such readiness shall be not later than 180 days from the date of receipt of Letter of Intent (LoI)/Letter of Award (LOA)

For fulfilling contractual obligation, contractual commencement of work will be deemed to be reckoned from the day when the MHCs and other equipment will commence operation/container handling work at any designated MHC berths at NSD. However, contractual work at all the other required berths must be commenced within 30 days of commencement at the first designated berth, subject to availability of vessels.

7.6 Time of Operations of the berth and the Equipment

All the activities under the scope of work of the tender shall have to be undertaken by the Contractor with the help of the MHC and other equipment to be installed and commissioned by them including their manpower round the clock on all the days in a year, subject to availability of the vessel in the berth.

7.7 Indemnity

(ii) Employability by SMPK

The Contractor shall indemnify SMPK from the possible future demand of the employees/workers employed by the Contractor or its sub-contractor/leasing partner that they be absorbed in SMPK. In other words, SMPK will in no way be responsible in this regard.

(iii) Insurance

The Contractor shall, at his own cost and arrangements, insure all insurable assets to be deployed, installed and maintained by him as required by the law and ensure that same are revalidated from time to time throughout the period of the contract. The Contractor in this regard shall present evidences, if demanded by SMPK.

(iv) Safety

The Contractor shall, at all times during the currency of the contract, ensure highest standards of safety to the equipment deployed by them, vessels, people working on board & shore as well as other properties of SMPK or other parties while discharging the obligations under the provisions of the tender/contract as detailed below.

- (a) In case of SMPK assets/ property/ employee suffering due to damage or sustaining injury (fatal / non-fatal) as the case may be, the contractor shall be solely accountable for all liabilities and losses thereof. In case of loss or damage of any property or any material belonging to SMPK, the contractor shall immediately pay the required cost for making good the losses, as will be ascertained by SMPK official, or in lieu thereof, the contractor may also repair / replace the damaged

property to the satisfaction of SMPK official, within the period to be indicated by SMPK.

(b) The liability of the contractor in respect of the third party shall be ascertained through a joint inspection of the damaged property / injured person involving the contractor, the Port and the affected party, followed by a report to be submitted by a registered Surveyor, to be engaged by the affected party. If the contractor is found liable for all the damages in the aforesaid report, the Surveyor shall determine the extent of compensation and the contractor shall make good the losses. In case of failure on the part of the contractor to attend the joint enquiry / inspection despite prior intimation for the same, the report as stated above will be finalized in absence of their representative of the contractor and the same will be treated as final and binding on the contractor.

(c) In case of loss of life or injury caused to any person, the Contractor shall immediately pay the required compensation (as may also be decided by the statutory/competent authority) to the affected party.

Note: In case of non-compliance with the above provisions, SMPK will be at liberty to realize the cost of compensation from any amount due to the contractor.

(v) Dock safety

The Contractor shall strictly comply with all the provisions of Dock Workers (Safety, Health & Welfare) Regulations, 1990, including their amendments, if any, and bear all expenses for arranging annual thorough examination, periodical load test & other requirements for the equipment with prior consent of SMPK so as not to affect continuity of work.

(vi) Security

SMPK is covered by the 'International Ship & Port Facility Security (ISPS) Code' and general security in the dock is provided by CISF. The contractor may arrange further security for their equipment/office/stores etc. at their own cost and responsibility, if they so desire.

(vii) Loss, damage and expenses

The Contractor shall keep SMPK indemnified throughout the period of the contract for any loss, damage and expenses whatsoever which SMPK may suffer or may have to suffer due to fault on the part of the Contractor in operating and maintaining the equipment and in discharging other obligations as per provisions of the contract. Assessment of Damages, expenses, costs etc., if any, will be carried out jointly by SMPK and the Contractor. Contractor will be liable to pay compensation to SMPK for loss of revenue actual or notional as assessed by SMPK due to fault on part of the Contractor. SMPK is at liberty to recover such compensation from any sum of money payable to the contractor.

(viii) Statutory Compliance

The Contractor shall comply with the requirements of all the Acts, Laws, Statutes, By-laws, Rules and Regulations for the purpose of fulfilling all the obligations of the contract which shall include but not be limited to the (i) Major Port Authorities Act, 2021, (ii) Indian Contract Act 1872; (iii) Dock Workers (Safety, Health & Welfare) Regulations, 1990; (iv) Motor Vehicles Act, 1988; (v) Minimum Wages Act, 1948; (vi) Contract Labour

(Regulation and Abolition) Act, 1970; (vii) Industrial Disputes Act, 1947; (viii) Shops and Commercial Establishment Act, 1965; (ix) Factory Act, 1948; (x) Workmen's Compensation Act, 1923; (xi) ESI Act, 1948; (xii) Payment of Wages Act, 1963; (xiii) Bonus Act, 1965; (xiv) Employees Provident Funds & Misc. Provisions Act, 1952 etc. including their amendments, if any, and such other applicable Central/ State/Municipal Acts from time to time and take such steps as may be deemed necessary in this regard.

(ix) Pollution

The Contractor shall ensure that all the equipment conform to the standards specified by the CPCB and WSPCB with respect to emissions and/or exhaust discharged from the equipment during the entire tenure of the contract.

(x) Training:

- a) The Contractor shall also ensure that all the manpower deployed by his leasing partner or sub-contracted manpower shall be given adequate training as required for carrying out work under applicable law and regulations.
- b) The contractor has to submit report in regular basis as may be decided by SMPK regarding updation/implementation of required training to be given to the staff of the contractor including relevant details of conducting periodical medical examination.

7.8 Normal Level of Productivity (NLP)

A. PRODUCTIVITY AND OTHER REPORTS

The performance of the Contractor will be determined based on performance reports. The shift-wise report in the following manner shall be jointly certified by the authorised representatives of the Contractor and SMPK in duplicate:

- (a) Vessel wise loading and unloading of containers for loaded/empty/over-dimensional containers, on-board shifting of containers, hatch cover movements etc. Vessel loading/unloading tally should be recorded on real time basis by the contractor using HHD or other IT solution avoiding any post-time entry.
- (b) Other reports as may be directed in writing by SMPK from time to time including Terminal departure Report (TDR) in real time basis after sailing of the vessel.

Apart from above, the Contractor shall provide other reports to SMPK from time to time as may be required by SMPK in writing for ascertaining the performance and condition of the equipment. The details of the report to be furnished by the Contractor and the periodicity thereof will be prescribed by SMPK in writing to the Contractor subsequently from time to time.

B. PRODUCTIVITY LEVEL :

The Contractor shall have to achieve Normal Level of Productivity (NLP) in terms of vessel-wise output, failing which the accepted rate will be reduced at different slabs.

The Normal Level of Productivity (NLP) for different categories of operation will be as follows:

I. Berth Operations

SL.NO.	Berths	Moves per hour vessel-wise
1.	MHC operated berths:	20 per MHC*
2.	Non-MHC berths	8 per hook**

Note: (i) * Penalty will be applicable for not achieving the above NLP as detailed under clause 7.9.C.I
(ii) ** This has been the observed moves per hook in the recent past at the KDS. Some ships may operate two hooks simultaneously, while other ships may operate one hook at a time depending on availability of boxes and / or of hook in working condition. Whatever the case (one or two hooks operating at a time), the contractor should be able to provide TTs / RSTs/RTGs to cater to the loading / unloading requirement of the ship at the rate of 8 containers per hour per hook (or 16 containers per hour for two hooks). In case the hook is ready but support equipments (TTs/ RSTs / RTGs) to be provided by the contractor are not available for loading and/or unloading, penalty will be imposed. On other hand, if the ships' gear is not operating, no penalty will accrue to the contractor.

II. Receipt and Delivery Operation:

The receipt and delivery operation will be carried out at yard. Yard is the area inside dock area where containers are stacked for handling by container handling equipment including completing the activity of receipt and delivery operation. The receipt and delivery operation is to be carried out within 6 hours from the time of notification by the service provider.

N.B. For the purpose of calculation of timely completion of receipt and delivery operation at yard, notification start time and finish time will be recorded digitally through **Tabs or other electronic means** by SMPK in presence of the representative of service provider. Recording start time of notification (i.e. reporting/placement time) of truck/trailer with TCN will be at Port designated entry gate for receiving/delivery. Similarly, after completion of delivery/receiving of containers at yard i.e. at the point of delivery/receiving, Notification Finish Time will be recorded digitally through **Tabs or other electronic means** by SMPK in presence of the representative of service provider.

In the absence of above, as will be intimated by SMPK, the service provider shall arrange Hand Held Device(HHD) or other latest IT and allied solutions for contactless measurement of performance on real time basis for recording Notification Finish Time of delivery/receiving.

This Hand Held Device(HHD) or other latest IT and allied solutions should also be used to capture landing/shipment on real time basis.

C. PRODUCTIVITY COMPUTATION

- i. The actual productivity will be calculated vessel-wise, dividing 'the total equivalent moves' [excluding hatch cover open/close](to be ascertained in the manner shown in the following table for the purpose of payment only) per vessel by 'working hours of the vessel'. Here, the time *between* start and end of the vessel work (after excluding the aggregate of detention / loss of time not attributable to

the contractor) will only be recorded through POMS (Port Operation Management System – an IT enabled on-line system)/manually and the duration so obtained will be used as the vessel working hrs. (being the denominator with the total equivalent moves as the numerator) to ascertain the level of productivity. **The corresponding delay for any reason not covered in the said table, if any, shall be to the contractor's account, if not otherwise decided by SMPK.**

- ii. If and when 2 (two) MHCs (in MHC berths) would be simultaneously working at a berth in a vessel, NLP would be the “aggregate of the number of moves performed by the two MHCs” divided by the “aggregate working hours of the vessel by those two MHCs” and multiplied by a factor 1.5, for the purpose of calculation as stated above.

e.g. If total moves performed by the 2(two) MHCs in a vessel is 220 and working hours of the said vessel is 8, then $NLP = [220 \div (8 \times 2)] \times 1.5 = 20.625$

If and when 2 (two) ship's gear (in Non-MHC berths) would be simultaneously working at a berth, NLP would be the “aggregate of the number of moves performed by the two ship's gear per vessel divided by aggregate of the working hours of those two ship's gear for the purpose of calculation as stated above.

Note: The contractor have to commence vessel work within 90 minutes from the berthing of the purpose, failing which terms as mentioned under clause 7.9.B.III will be applicable for non-availability of MHC. In case of any delay arising out of any untoward incident, the above timing will be jointly decided by the contractor with SMPK.

D. DEFINITION OF “MOVE” FOR MHC-BERTH OPERATION

One **‘Move’** for an operation (of import container) means

- De-lashing of the containers on-board the ship,
- ‘lift-on’ and ‘lift off’ of a marine freight container (20 feet or above) from ‘ship/ barge to-shore’ or ‘ship/ barge to- ship/ barge’ or vice versa by the use of MHC,
- loading and carrying it to the yard by a Tractor - Trailer ,
- stacking using RTG and/or RST and
- de-stacking and loading by using RTG and/or RST.

Similarly, one **‘Move’** for an operation (of export container) means

- the operation of unloading & stacking of a container (20 feet or above) at the yard [from exporter] using RTG and/or RST,
- loading onto a Tractor - Trailer using RTG and/or RST,
- carrying it by a Tractor - Trailer to the berth,
- loading onto the ship (using MHC) and
- Lashing of the containers on-board the ship.

E. DEFINITION OF “MOVE” FOR NON-MHC-BERTH OPERATION

One **‘Move’** for a non-MHC berth (of import container) means an operation for

- receiving of a marine freight container (20 feet or above) from the ship onto a Tractor - Trailer and carrying it to the yard,
- stacking BY using RTG and/or RST and
- de-stacking and loading using RTG and/or RST.

Similarly, one **‘Move’** for a non-MHC berth (of export container) also means an operation for

- unloading of a container (20 feet or above) at the yard [from exporter] using RTG and/or RST for stacking,
- loading onto a Tractor - Trailer using RTG and/or RST and
- carrying it to the berth by a Tractor - Trailer for loading onto the ship (using ship's gear).

F. (I) DEFINITION OF “MOVE” FOR ANY OTHER MOVEMENT WITHIN NSD

One ‘Move’ for any other movement’ means an operation of

- *transportation of a loaded import container from the yard by a Tractor - Trailer and carrying it to any other point in NSD,*
- *lift off using RST at any other point in NSD,*
- *lift on the empty container from there onto a Tractor – Trailer using RST,*
- *transportation by a Tractor - Trailer to the empty yard or at other place within NSD,*
- *unloading the empty container thereat by RST and*
- *lift on for delivering/removal using RST onto private trailer.*

And, vice-versa for export is also considered as one “move” for any other movement within NSD.

F.(II) DEFINITION OF “MOVE” FOR RAIL BOUND/BORNE CONTAINER WITHIN NSD

One ‘Move’ (for import) of rail bound/borne container means an operation of (i.e. in case of post application)

- *transportation of a loaded import container from the yard by a Tractor - Trailer and carrying it to the Port rail yard in NSD,*
- *lift off using RST at rail loading yard in NSD.*
- *Loading on to rail wagon by RST.*

And, vice-versa for export is also considered as one “move” for RAIL BOUND/BORNE CONTAINER WITHIN NSD

Note: In case export rail containers, for which vessel is not nominated during time of its unloading from wagon and for subsequent stacking/transfer from rail yard to export yard and to vessel loading, there would be involvement of additional handling , no extra payment (other than 1.00 time of accepted contract rate) would be made, for such export container.

G. DEFINITION OF “MOVE” FOR RTG/RST OPERATION

One ‘Move’ for a RTG/RST Operation means an operation for lift on/ lift off of a marine freight container (20 feet or above) from the yard using RTG and/or RST onto a Tractor - Trailer of the Importer.

Similarly, the operation of lift on/ lift off of a container (20 feet or above) at the yard using RTG and/or RST from a Tractor - Trailer of the Exporter and stacking it in the yard is also considered as one “move” for RTG/RST Operation.

H. TYPES OF MARINE CONTAINERS

The containers include all types of containers, for example:

- 20 feet, 40 feet and 45 feet ISO containers,
- Non-ISO containers,
- flat containers,
- reefer containers of different types,
- ODC containers of different types,
- Loaded and Empty containers of different types,
- foreign and coastal in-bound or out-bound containers of different types),

that are handled in any berths of Kolkata Dock System (KDS), Kolkata Port Trust.

I. MOVES EQUIVALENT TO PER LOADED TEU CONTAINER

Sl. No.	Type	Equivalent move of Container for MHC berth [Applicable for moves as defined under 7.8.D]	Equivalent move of Container for Non-MHC [Applicable for moves as defined under 7.8.E]	Equivalent move for Miscellaneous operation other than those covered in preceding columns numbered as III / IV	
				TTC –operation for any horizontal transportation	RST/RTG operation for lift-on / lift off or Receipt/Delivery
I	II	III	IV	V	VI
1.	Loaded container 20 Feet (TEU – Twenty Equivalent Unit): LTEU	1.00	0.38	0.09	0.12/0.17
2.	Loaded container above 20 Feet (including 40 feet & 45 feet)	1.50	0.57	0.135	0.18/0.255
3.	Empty container(20 feet)	0.35 of Loaded container (20 feet)	0.133	0.0315	0.042/0.0595
4.	Empty container above 20 Feet (including 40 feet & 45 feet)	0.51 of Loaded container (20 feet)	0.1938	0.0459	0.0612/0.0867
5.	Over-dimensional loaded container(20 feet)	1.25 of 20 Feet Loaded container	0.475	0.1125	0.15/0.2125
6.	Over-dimensional loaded container(>20 feet)	1.25 x 1.5 of 20 Feet Loaded container	0.7125	0.16875	0.225/0.31875

NB: (i) The above equivalent moves with different factors is applicable for the sake of determining amount for handling different type of containers.

(ii) The factor 1.00 as given above for one Loaded container 20 Feet (TEU – Twenty Equivalent Unit), defined as a move, implies that the contractor will be paid for 1.00 times the quoted rate for handling one TEU. The factor for determining the payment for handling different type of Equipment (on stand-alone basis each) that may be required in handling different type of containers are as under;

(a)MHC: 0.62, (b) RTG: 0.17, (c) RST: 0.12 & (d) TT: 0.09.

Similarly, in case of non-MHC berths, the factor of 0.38 as given above for one Loaded container 20 Feet (TEU – Twenty Equivalent Unit) as given above comprises the following:-

(a) RTG: 0.17, (b) RST: 0.12 & (c) TT: 0.09

The above factors will also determine the amount to be kept withheld for the legs of operations left incomplete (i.e. in case delivery is not effected due to any reason not attributable to the contractor) out of the total move (for MHC and non-MHC berth related activities) in a month for the number of containers involved. In case of such unfinished leg of operation, an amount equivalent to the relevant applicable factor for RTG will be kept withheld.

[e.g. 0.17 of the 20 feet loaded TEU rate will be kept deducted for non-delivery irrespective of the subsequent delivery by RTG/ RST).

Note: However, after completion of all the 4 activities for delivery, the service provider will be paid 1.00 times of accepted contract rate.

(iii) No additional amount shall be paid towards restacking as may be required to be undertaken by the Service Provider for import / export containers as yard planning is the responsibility of the service provider.

(iv) Those moves or any component thereof, for which the Port users cannot be billed by SMPK as per the existing Scale of Rates, the service provider shall not be paid for such moves or any component thereof since the complete yard planning is the responsibility of the service provider.

(v) In case of Rail bound container or any other movement within NSD, payment for equivalent move would be made by utilizing and summing the factors under Miscellaneous Charges for Equivalent move (for operation other than normal)

Table of detention / loss of time not attributable to the contractor

Sl. No	Reasons of Delay not attributable to the contractor
1.	Mobile Harbour Crane shifting (from one spot of the berth to other spot of the same berth <i>at the instance of SMPK</i>)
2.	Problem of ship <i>resulting into non-involvement of MHC, to be certified by any official of Vessel/ Port</i>
3.	Listing of ship , <i>to be certified by any official of Vessel, CDLB or Port</i>
4.	Ship's option
5.	Due to waiting for CDLB workers (<i>till CDLB merger</i>)
6.	Ship's Cell guide problem, <i>to be certified by any official of Vessel or Port</i>
7.	Not readiness of Export Containers
8.	Over Dimension (OD) container handling
9.	Bad/Inclement weather/ poor visibility
10.	Shore labour not available
11.	Hatch cover opening / closing
12.	Container Shoe locking / unlocking
13.	On board shifting
14.	MHC tripping due to over weight of container
15.	Shoe box handling
16.	<i>Any other delay not attributable or beyond control of the contractor in any manner if so accepted by SMPK. In case of any disagreement, the matter would be resolved through mutual discussions, failing which, decision of the Engineer of Contract shall be binding on both the parties.</i>

N.B. (i) Benefit of non-attributable detention as above will be given only when the MHC(s) of the contractor remain(s) in commission.

- (ii) Detention less than ten minutes for each occasion as above will not be counted for the above purpose.
- (iii) The service provider shall arrange latest IT and allied solutions for contactless measurement of performance of container handling for calculation of productivity of vessels.

7.9 Details of ‘Payable Amount’

7.9 A. The payable amount per month to the Contractor for handling loaded, empty & over-dimensional containers will be the contract rate as applicable multiplied by the total equivalent no. of moves for each completed vessel during the above month plus GST to be paid at actuals.

The amount payable will be equal to as detailed below:

Sl. No.	Work description	Rate
1.	Handling of Loaded TEU at MHC berth	<p>As per rate quoted by the bidder (As per Schedule of Rates in Annexure-1) and accepted by SMPK The computation is illustrated below: 1. If the Contractor handles 1 no. 20 feet Loaded containers in a MHC Berth then: Total Amount payable: 1.0 X Accepted Rate as per Annexure – 1 2. If the Contractor handles 1 nos. 20 feet Loaded containers in a non-MHC Berth then: Total Amount payable: 0.38 X Accepted Rate as per Annexure –1</p>
2.	Any other Handling of Marine Freight Container	<p>As per equivalent move described in Clause 7.8 The computation is illustrated below: 3. If the Contractor handles 1 no. 40 feet or 45 feet Loaded containers in a MHC Berth then: Total Amount payable: 1.5 X Accepted Rate as per Annexure – 1 4. If the Contractor handles 1 nos. 40 feet or 45 feet Loaded containers in a non-MHC Berth then: Total Amount payable: 0.57 X Accepted Rate as per Annexure – 1</p>

7.9. B.I For other operations as mentioned below, which is not treated as an equivalent move, the payable amount would be 70% of the prevailing rate of SMPK’s Scale of Rates as defined below (which is the present Scale of Rate).

Sl. No.	Item description	Reference of relevant Clause as in the existing Scale of Rates	Current rate per TEU
<i>i.</i>	On-board shifting of container	<i>Sl. No. 1 & 8 of S 13.1</i>	Rs.506.87 + Rs.1173.06 = Rs.1679.93
<i>ii.</i>	Hatch Cover Open & Close (for only either of open or close operations, half of the amount will be payable)	<i>Sl. No.9 of S 13.1</i>	Rs.2979.19 per Hatch Cover

GST will be payable extra at actual on above items as defined under ‘Terms of Payment’ in Clause 8 of this tender.

7.9.B.II Rate for handling Break Bulk Packages coming in Container vessels:

The service provider shall be required to handle break-bulk cargoes/packages whose maximum

weight is 45 Ton. Handling gears for the same (like sling, shackles, etc.) and transport for removing the cargoes/packages from the hook point to yards and vice-versa will be the responsibility of the service provider. The rate for handling such break-bulk cargoes/packages per unit will be as mentioned below:

Particulars	No . of TEUS, to be converted into Rs., as per contract with the service provider for handling container at NSD.
Handling of break bulk parcel per unit(irrespective of preparation time of MHC involve in it)	36(Thirty Six)

7.9. C.I : Penalty:

For moves above/below NLP, the contract rate shall be applicable as below:

Normal Level of Productivity (NLP)	Actual output	Applicable rate
At MHC operated berths:	for 20 moves per MHC per hour vessel-wise or more	100 % of the applicable rate
	from 16 to 19 moves per MHC per hour vessel-wise	90 % of the applicable rate
	from 12 to 15 moves per MHC per hour vessel-wise	70 % of the applicable rate
	from 9 to 11 moves per MHC per hour vessel-wise	50 % of the applicable rate
	Below 9 moves per MHC per hour vessel-wise	40 % of the applicable rate
At Non-MHC operated berths:	for 8 moves per hook of the ship per hour vessel-wise or more	100 % of the applicable rate
	for 6 to 7 moves per hook of the ship per hour vessel-wise	90 % of the applicable rate
	for 4 to 5 moves per hook of the ship per hour vessel-wise	70 % of the applicable rate
	Below 4 moves per hook of the ship per hour vessel-wise	40 % of the applicable rate

N.B. For the sake of productivity calculation in respect of the above two tables, the approximation would be guided by the following illustrations.

Example:- Productivity of 20.49 ≈ 20;
Productivity of 20.50 ≈ 21.

7.9.C.II

Compensation to SMPK by the successful tenderer/contractor for delayed commencement of operation after receipt of LoI /LoA :

In the event of failure to comply with the time schedule as mentioned in clause no. 7.2 above, the successful tenderer/contractor shall pay to SMPK as compensation the following amount by way of adjustment from their first monthly bill and subsequent bills as required to cover the total amount :

	In case of delay in installing & commissioning
MHC berth Operation [as mentioned above]	<p>₹ 1 lakh INR per MHC per day beyond the last date of the commissioning schedule.</p> <p>The compensation for other type of Equipment (per day beyond the last date of the commissioning schedule)are as follows:</p> <p>RTG: ₹ 50,000/- INR per equipment per day</p> <p>RST: ₹ 10,000/- INR per equipment per day</p> <p>TT: ₹ 2,000/- INR per equipment per day</p>

Note: Here commissioning means full-fledged commencement of operation at the designated berth with specified equipment as per scope of work with requisite manpower.

In case the delay (wholly or partially) exceeds 60 days, from the last date of the commissioning schedule, SMPK shall be at liberty to proceed for cancellation of the LoI/LOA or terminating the contract, as the case may be and the EMD will be forfeited and/or bank guarantee towards Security Deposit revoked.

7.9. B.III. Compensation for non-availability of Equipment after commissioning :

The non-available hours (including part thereof) of the MHC and other equipment will be the basis for calculation of amount of compensation and/or Event of Default.

A. MHC

At any point of time, all the 4 (four) MHCs should be made available round the clock basis as per requirement of SMPK for container handling operation for which at the most 4 MHC berths will be given. These MHCs will be termed as first, second, third, fourth MHC. During container handling operations at all the above four berths (or at any three or two of the above four berths) by all these four MHCs, if any MHC (called as 4th MHC) becomes unavailable, four hours of free time will be given for arranging replaced MHC or repairing the said 4th MHC. The compensation clause as per the following table will be effected after completion of said four hours period. Further unavailability (i.e. 3rd MHC, while 4thMHC remaining unavailable or 2nd MHC remaining unavailable while 4th as well as 3rd MHC remaining unavailable, the compensation clause as mentioned below will be effected.

Duration for non-availability of MHC/s will be added up on hourly basis. In case of fraction of an hour, 0.5 hour or more will be considered as 1 hour & less than 0.5 hour will not be considered. The duration of non-availability of MHC so added up will be basis of the compensation clause as per the following table.

Total number of days when one MHC out of four MHCs remaining non-available	Compensation amount
When one out of four MHCs is not-available up to maximum 7 days or less than that time period	@ ₹ 33,000 (Rupees Thirty three thousand) per hour
Beyond 7 days upto maximum 15 days	@ ₹ 37,000 (Rupees Thirty Seven thousand) per

	hour
Beyond 15 days upto maximum 30 days	@ ₹ 46,000 (Rupees Forty Six thousand) per hour
Beyond 30 days	@ ₹ 58,000 (Rupees Fifty Eight thousand) per hour

For example:

Case 1: If 4th MHC is not available for 45 hours at a stretch, the compensation amount will be:

$(45 \text{ hours} - 4 \text{ hours as free time}) * 33000 = \text{Rs.}13,53,000/-$

Case 2: If 4th MHC is not available for 10 days and 6 hours at a stretch, the compensation amount will be:

$(7 \text{ days} * 24 \text{ hours} - 4 \text{ hours free time}) * 33000 + (3 \text{ days} * 24 \text{ hours} + 6 \text{ hours}) * 37000 = 54,12,000 + 28,86,000$
 = Rs. 82,98,000/-.

Total number of days when two MHCs out of four MHCs are unavailable	Compensation amount
When two MHCs out of four MHCs is non-available up to maximum 7 days at a stretch or less than that time period	@ ₹ 1,00,000 (Rupees One lakh) per hour
Beyond 7 days upto maximum 15 days	@ ₹ 1,05,000 (Rupees One lakh and five thousand) per hour
Beyond 15 days upto maximum 30 days	@ ₹ 1,16,000 (Rupees One lakh sixteen thousand) per hour
Beyond 30 days	@ ₹ 1,37,000 (Rupees One lakh thirty seven thousand) per hour

Total number of days when three MHCs out of four MHCs are unavailable	Compensation amount
When three MHCs out of four MHCs is non-available up to maximum 7 days or less than that time period	@ ₹ 4,15,000 (Rupees Four lakh Fifteen thousand) per hour
Beyond 7 days upto maximum 15 days	@ ₹ 8,30,000 (Rupees Eight lakh Thirty thousand) per hour
Beyond 15 days upto maximum 30 days	@ ₹ 12,50,000 (Rupees Twelve lakh Fifty thousand) per hour
Beyond 30 days	@ ₹ 20,80,000 (Rupees Twenty lakh Eighty thousand) per hour

Total number of days when four MHCs out of four MHCs are unavailable	Compensation amount
When four MHCs out of four MHCs is non-available up to maximum 7 days or less than that time period	@ ₹ 25,00,000 (Rupees Twenty Five lakh) per hour
Beyond 7 days upto maximum 15 days	@ ₹ 37,50,000 (Rupees Thirty Seven lakh Fifty thousand) per hour
Beyond 15 days upto maximum 30 days	@ ₹ 50,00,000 (Rupees Fifty lakh) per hour

Beyond 30 days	@ ₹ 62,50,000 (Rupees Sixty Two lakh Fifty thousand) per hour
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B. RTG, RST, TTC:

For non-availability of RTG, RST &TTC, following will be affected and penalty provisions are given in below table.

(i) Non-availability of RTGs and RSTs is likely to affect moves per hour for MHC and non-MHC operations at ship face. There is separate penalty for moves per hour below NLP (normal level of productivity).

(ii) The non-availability of RTGs and RSTs is also likely to affect Receipt of Export Container and Delivery of Import Containers. The penalty for such cases are given below:

Sl. no.	Condition: Non- Receipt of Export Container or Delivery of Import Containers	Penalty/TEU for unfinished portion beyond stipulated time for respective slabs
1.	Within 6 (six) hours from placement of the truck/trailer at Port designated entry Gate for receiving/delivery	Nil
2.	Beyond 6 (six) hours up to 7 (seven) hours from placement of the truck/trailer at Port designated entry Gate for receiving/delivery	Rs 2,000.00 (Rupees Two Thousand Only)
3.	Beyond 7 (seven) Hour and up to 8 (eight)hours from placement of the truck/trailer at Port designated entry Gate for receiving/delivery	Rs 2,500.00 (Rupees Two Thousand Five Hundred Only)
4.	Beyond 8 (eight) hours from placement of the truck/trailer at Port designated entry Gate for receiving/delivery	Rs 5,000.00 (Rupees Five Thousand Only)

(iii) The non-availability of TTs is likely to affect moves per hour for MHC and non-MHC operations. There is separate penalty for moves per hour below NLP.

(iv) The non-availability of TTs is also likely to affect movement to any other point in NSD, Receipt of Export Container and Delivery of Import Containers. The penalty in such cases is given below.

Sl. no.	Condition: Non-Delivery to any other point in NSD , Non- Receipt of a Export Container or Delivery of a Import Containers	Penalty/TEU for unfinished portion beyond stipulated time for respective slabs
1.	Within 6 (six) hours from placement of the truck/trailer at Port designated entry Gate or any other point for receiving/delivery	Nil
2.	Beyond 6 (six) hours up to 7 (seven) hours from placement of the truck/trailer at Port designated entry Gate or any other point for receiving/delivery	Rs 2,000.00 (Rupees Two Thousand Only)
3.	Beyond 7 (seven) hours and up to 8 (eight)hours from placement of the truck/trailer at Port designated entry Gate or any other point for receiving/delivery	Rs 2,500.00 (Rupees Two Thousand Five Hundred Only)
4.	Beyond 8 (eight) hours from placement of the truck/trailer at Port designated entry Gate or any other point for receiving/delivery	Rs 5,000.00 (Rupees Five Thousand Only)

(v) In case of RSTS &TTs remaining non-available for loading/ unloading of Railway Rake (i.e. import / export), the penalty in such cases is given below.

Sl. no.	Condition: Non- availability of TTs / RSTs for loading/ unloading of container bound / from railway rake (either full or part rake)	Penalty/TEU for unfinished portion beyond stipulated time for respective slabs
1.	Within 6 (six) hours from placement of the railway rake for loading / unloading	Nil (in case of completion of full rake only)
2.	Beyond 6 (six) hours & upto 7 (seven) hours from placement of the railway rake for loading / unloading	Rs 2,000.00 (Rupees Two Thousand Only)
3.	Beyond 7 (seven) hours & upto 8 (eight) hours from placement of the railway rake for loading / unloading	Rs 2,500.00 (Rupees Two Thousand Five Hundred Only)
4.	Beyond 8 (eight) hours from placement of the railway rake for loading / unloading	Rs 5,000.00 (Rupees Five Thousand Only)

Note: Here rake means ‘full’ or ‘part’ portion of the train which is placed in railway yard at one go.

7.10 Event of Default

Occurrence of any one or more of the following will be considered as event of default:

- a) In case the commencement of contractual period cannot be effected within 60 days beyond the scheduled last date of commencement of contractual period.
- b) If the MHC and other equipment simultaneously remain out of commission or unavailable for a continuous period of more than 30 days, for whatever reasons.
- c) If actual achievement (i.e. productivity level) falls short of 80% of NLP for a continuous period of three months within a block period of 12 months from the date of commencement of actual operation at each of the berth.
- d) If the successful tenderer fails to perform or discharge any of its obligation under the provisions of the contract.
- e) The representations made, or documents/certificates submitted or warranties given by the successful tenderer during the tendering stage or during the currency of the contract is/are found to be false or misleading.
- f) The successful tenderer is adjudicated bankrupt or become insolvent.
- g) The successful tenderer assigns or transfers the equipment to any third party without permission from SMPK.
- h) If there is any change in control/ownership of the successful tenderer arising from sale, assignment, transfer without prior permission of SMPK.
- i) If the successful tenderer through its employees get engaged or wrongly takes part in prohibited or unlawful activities or even fails to prevent such prohibited or unlawful activities.

7.11a Risk Purchase

In the event of occurrence of any event of default as mentioned at Clause 7.10, SMPK may proceed for getting the job done at the risk and cost of the contractor wherever feasible, failing which and beyond certain consistent performance level SMPK may proceed for termination.

7.11 b-1 Consistent performance For MHC Berth Operation

Deployment, Operation and Maintaining of equipment for container handling operations in Kolkata Dock System (KDS), Syama Prasad Mookerjee Port, Kolkata for a period of 5 years

Consistent performance for MHC berth operation is defined as 80 percent of NLP and availability of equipment. This will be calculated as the minimum of (A) or (B) defined below:

A: Minimum Moves per hour per MHC X 24 X No. of days in the month x 0.80

[For example, the minimum number of moves per hour per MHC =20, and when the number of days in the month is 30, then

A= (20 X 24 X 30) X 0.80 move = 11,520 moves for that month]

B: Number of containers available for loading/unloading per month

Note – 1: If the number of containers available for handling (loading or unloading) falls short of A, then B (i.e., the entire number of containers available for handling) will be considered as consistent performance level (and not 80% of B).

Note – 2: For all the MHC berth operations, ‘A’ will have to be interpreted as 4 (considering 4 MHC berth) X 11,520 moves per month (for four MHC berths)] for a month with 30 days (appropriate adjustment will have to be made as per actual number of days for months other than those with 30 days).

7.11 b-2 For Non-MHC Berth Operation

Consistent performance for non-MHC berth operation is defined as 100 percent of NLP stated in Clause 7.8B for non-MHC berths.

7.12 Termination

- (a) In the event of occurrence of any event of default as mentioned at Clause 7.10 and 7.11, SMPK may proceed for terminating the contract by way of giving three (3) months (termination period) notice within which time the Contractor will be required to peacefully remove equipment deployed by them under the contract from the dock premises. In case of failure on the part of the Contractor to do so, SMPK shall be at liberty to remove such equipment from the dock premises and to keep the same at any location convenient to SMPK. Necessary charges for such removal and rent for keeping of the same shall have to be paid in full by the Contractor before taking possession of such equipment. Also, in such event, the Contractor shall not be entitled to claim any compensation from SMPK for any damage that may occur during such removal and keeping of the equipment at any location by SMPK.
- (b) During the termination period of 3 months as at (a) above, the Contractor may be asked by SMPK to continue to discharge its obligations under the contract which the contractor would be capable of performing and as may be mutually agreed upon with the object, as far as possible, of ensuring continued availability of the facilities and services to the port users in the wake of gradual winding up of the entire set-up of the contractor.
- (c) No compensation shall be paid by SMPK to the Contractor in the event of termination of the contract.
- (d) If after termination, any amount is due to be paid by SMPK to the Contractor, the same shall be paid after adjustment of the dues and damages receivable by SMPK from the Contractor.

7.13 Illegality

If for any reason whatsoever any provision and condition of the contract is held to be void, illegal or invalid under present or future laws or regulations effective and applicable during the contract period, such provision shall be treated as fully separable and the remaining provision of the contract shall

remain in full force. The other provisions of contract shall not be affected by such illegal or invalid provisions or by its severance from this contract. For the sake of smooth execution of the contract, any new condition(s) as may be mutually acceptable in supersession of the affected provision and condition of the contract shall be deemed to be a part of the contract from such point of time.

7.14 Arbitration

In addition to what has been stated in this tender document on this issue, the following may be noted by the tenderer:

(a) Arbitrators:

The dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation (Amendment) 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 (Amendment) Act, 2015, including any amendment thereof.

(b) Place of Arbitration:

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

(C) No interest will be payable by SMPK on the awarded amount in case of any award published by above Arbitrator.

7.15 Governing Laws

This contract shall be governed by and construed in accordance with the prevailing laws of the Republic of India.

7.16 Force Majeure Event

7.16.1 Force Majeure Event shall mean any event or circumstances or a combination of events and circumstances not attributable to the Contractor like those as set out hereunder or the consequences thereof which may materially and adversely affect the Contractor in due performance of its various obligations under the contract.

- a) Acts of God, rain, storm, cyclone, hurricane, flood, or fire (to the extent originating from a source other than the equipment to be supplied, installed, operated and maintained by the Contractor).
- b) Strike, boycotts or other forms of labour unrest (excluding strike or boycotts by employees of the Contractor/sub-contractor/leasing partner).
- c) An act of war, riot, epidemic/pandemic etc.

7.16.2 Notice of Force Majeure Event

- a) The Contractor shall give notice to SMPK in writing of the occurrence of the Force Majeure Event as soon as the same arises which in any event shall be within 24 hours from the time of occurrence.
- b) The notice shall inter-alia include full particulars of:
 - (i) The nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof,

- (ii) The duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the Contractor to perform its obligations under the contract,
- (iii) The measures which the Contractor has taken or proposes to take, to alleviate the impact of the Force Majeure Event , and
- (iv) Any other relevant information.

7.16.3 Period of Force Majeure:

Period of Force Majeure shall mean the period from the time of occurrence specified in the notice given by the Contractor in respect of Force Majeure Event until expiry of the period during which the Contractor is excused from performance of its obligations in accordance with clause 7.16.4 .

7.16.4 Performance Excused:

The Contractor to the extent rendered unable to perform its obligations or part thereof under the contract as a consequence of the Force Majeure Event shall be excused from performance of the obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than considered reasonable by SMPK consequent to the Force Majeure Event.

7.16.5 Resumption of Performance:

During the period of Force Majeure, the Contractor shall make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations under the contract. The Contractor shall also make efforts to resume performance of its obligations under the contract as soon as possible and upon resumption shall notify SMPK of the same in writing.

7.16.6 Extension of time for performance of obligations:

SMPK may grant extension of time to the Contractor for the performance of any obligation by such period not exceeding the period during which the relevant performance was affected by the Force Majeure Event. Such extension may include extension of the contract by SMPK at its sole discretion without any change in the terms, conditions and rates of the ongoing contract.

If the Force Majeure event continues for a period of 90 days from its occurrence, the contract will be terminated without any liability from either side as may be decided by SMPK.

7.17 Priority of Contract Documents

The several documents forming the Contract are to be taken as mutually explanatory to one another, but in case of ambiguity or discrepancies, the same shall be explained and adjudicated by the Engineer of the Contract (EoC), who shall thereupon issue to the Contractor instructions thereon which will be final and binding on the Contractor. Unless otherwise provided in the Contract, if the stipulations in the various documents forming a part of the Contract are found to be in variation in any respect then, unless a different intention appears, the provision(s) of one will override others (but only to the extent these are at variance) in order of precedence as given in the list below i.e. a particular item in the list will take precedence over all those placed lower down the list:

The following documents of the Contract Agreement in the following sequence:

1. Letter of Intent (LoI)/Letter of Award (LoA)
2. Special Conditions of Contract including all Appendices
3. Scope of work and Terms of Payment

4. Schedule of Rates
5. General Instructions to the Tenderer
6. General Information for the Tenderer
7. General Conditions of Contract
8. Any other document(s) forming part of the Contract

7.18 Expiry of Contract with efflux of time

- (a) The Contractor shall peacefully remove the MHCs and other equipment from SMPK's premises after expiry of the period of contract with efflux of time.
- (b) No compensation shall be paid by SMPK to the Contractor on expiry of the contract with efflux of time.
- (c) Upon expiry of the contract with efflux of time, any amount is due to be paid by SMPK to the Contractor; the same shall be paid after adjustment of the dues and damages receivable by SMPK from the Contractor.

7.19 Removal of Equipment

The Contractor shall have to peacefully remove the equipment (including all allied items) within 3 (three) months from the date of completion/ termination of the contract from SMPK's premises. In order to make the berth-face/ quay-line free, the crane(s), gears, tool, tackles etc belonging to the contractor are to be removed by them at their risk and expense within 48 hours of completion / termination of contract to a place as will be provided by SMPK, pending final removal/ disposal of the same. During this period i.e. after completion / termination of contract, all charges including land rent, electricity charges etc will be payable at the prevailing rates during actual occurrence of event. During the aforesaid period, free Dock Permit will not be issued by SMPK and the contractor shall have to pay the charges as per rates in vogue.

In case of failure on the part of the Contractor to do so, SMPK shall be at liberty to remove the said equipment etc and to keep the same at any location convenient to SMPK. Necessary charges for such removal and rent, as applicable, for keeping of the same shall have to be paid in full by the Contractor before taking possession of such equipment again. Also, in such event, the Contractor shall not be entitled to claim any compensation from SMPK for any damage that may occur during such removal and keeping of the equipment and / or any other material at any location by SMPK.

7.20 Engineer of Contract

“Engineer” of Contact means the Chief Mechanical Engineer(CME), the Board's official who has invited the tender on its behalf or CMEs representative [Dy. Chief Mechanical Engineer, the Superintending Engineer or other official] as may be appointed from time to time by the employer, with written notification to the Contractor, to act as Engineer for the purpose of the contract, in place of the "Engineer" so designated.

In case of functional requirement, SMPK may appoint some other Board's officials to act as **“Engineer” of Contact**.

8. TERMS OF PAYMENT

- 8.1.1 (i) The tenderer shall quote rate on 'per loaded TEU' for the MHC berth operation according to 'Schedule of Rates' as per format given in **Annexure-1** in figures and in words separately, as applicable for online bidding. The rate shall include all charges excluding the applicable GST, payable for supply, maintenance and operation of the MHC and other equipment for handling loaded marine freight containers (for both MHC).
- (ii) GST thereon, as applicable, shall be paid extra. However, the service provider will have to raise invoice/e-invoice as per relevant rules to enable SMPK to obtain benefit / input credit, as applicable. Further, if demanded, the service provider will also be required to submit evidence of remittance of the GST charged in the invoice and collected from SMPK, to the Govt.
- (i) The payable amount to the contractor will be the contract rate as applicable in terms of clause 7.9 for which the service provider will raise invoice on monthly basis.
- (iv) Subject to satisfactory execution of work, SMPK will release 100 % of the payable amount within 30 days from the date of receipt of bill complete in all respects (including the relevant work done certificate), after deduction/ adjustment of dues, compensation etc. as will be applicable under the provisions of the tender /contract.
- (v) For handling containers, the applicable rate shall be the rate derived by loading the accepted rate by the appropriate percentage of productivity as defined in chapter 7 of this tender document.

8.1.2 RELEVANT GST CLAUSE :

- i. Service Provider to confirm that the GST amount charged in Invoice is declared in its returns and payment of taxes is also made.
- ii. The Service Provider agrees to comply with all applicable GST Laws, including GST acts, rules, regulations, procedures, circulars and interaction there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Service Provider should ensure accurate transaction details, as required by GST Laws are timely uploaded in GSTN. In case there is any mismatch between the uploaded in GSTN by service provider and details available with SMPK, then payment to supplier/service provider to the extent of GST relating to the invoice/s under mismatch may be retained from due payment till such time Syama Prasad Mookerjee Port is not sure that accurate tax amount is finally reflected in the GSTN to SMPK's account and is finally available to the Syama Prasad Mookerjee Port in terms of GST Laws and that the credit of GST taken by Syama Prasad Mookerjee Port is not required to be reversed at a later date along with applicable interest.
- iii. Syama Prasad Mookerjee Port has the right to recover mandatory loss including interest and penalty suffered by it due to any non-compliance of tax law by the service provider. Any loss of input tax credit to Syama Prasad Mookerjee Port for the fault of supplier shall be recovered by Syama Prasad Mookerjee Port by way of adjustment in consideration payable.
- iv. Supplementary invoices/debit note/credit note for price revision to enable Syama Prasad Mookerjee Port to claim tax benefit on the same shall be issued by the service provider for a particular year before September of the succeeding financial year.
- v. The purchase order/work order shall be void, if at any point of time the service provider is found to be a blacklisted dealer as per GSTN rating system and further no payment shall be entertained. The

Deployment, Operation and Maintaining of equipment for container handling operations in Kolkata Dock System (KDS), Syama Prasad Mookerjee Port, Kolkata for a period of 5 years

purchase order/work order shall also be void, if at any point of time the GST Registration of the service provider is cancelled and further no payment shall be entertained.

- vi. The e-invoice to be raised by the service provider.

8.2.1 Price Adjustment Clause: For upward or downward revision of fuel (HSD) price:-

Adjustment of payable amount in the event of upward or downward revision of fuel (HSD) price shall be made as per the following formula:-

$$V = (P_2 - P_1) \times A \times Q$$

where ;

- V :** Amount adjustable either way on account of upward or downward revision of fuel (HSD) price
- P₁ :** Lowest Price of HSD of any Oil PSU, prevailing at Kolkata on the last date of submission of Price Bid
- P₂ :** Price of HSD (considering lowest of the Oil PSUs), prevailing at Kolkata for the period (i.e. day/week/month, as the case may be) under consideration
- A :** Rate of consumption of fuel for handling per move/TEU containers by all equipment combined or different type of equipment as observed by Petroleum Conservation Research Association (PCRA) (or until otherwise certified by PCRA) as per Table below for the MHCs and other equipment to be deployed by the Contractor. Once so certified by PCRA, the lower one out of the rates to be certified and rate of consumption as indicated (per move or TEU as applicable), shall be applicable. The LITERS per TEU and per Move for different operations are given below.

SL.NO.	OPERATION	Liters per Move	Liters per TEU
1.	MHC BERTH OPERATION (composite)	5.33	4.100
2.	Non-MHC BERTH OPERATION (composite)	3.00	2.307
3.	TT-RST/RTG : CFS MOVEMENT AND Other Movements in NSD (stand-alone)	1.81	1.388
4.	RST/RTG : Receipt / Delivery Operation (stand-alone)	1.20	0.923
5.	TT (stand-alone)	0.61	0.469
6.	MHC Operation: Damaged / break bulk operation – MHC (stand-alone)	2.33	1.792

- Q :** Total no. of moves actually done by MHC(s) and other equipment(as the case may be) during the period commencing from the effective date of fuel price variation.

Note-1: Adjustment on this account will be made on yearly basis.

Note-2: GST would be payable as per rate ruling at the material time, as applicable.

8.2.2. General Escalation:

A yearly general escalation on 25% (having considered fuel component and non-escalable component included in the balance 75%) of the accepted unit rate will be allowed. This calculation will be on the 60% of the change of Wholesale Price Index, (WPI) as detailed below. The base WPI for the purpose of price adjustment throughout the contract period will be taken as on 1st January, 2024.

GST will be payable extra at actual on the payable amount of escalation as may be arrived at by the principle detailed herein.

Note: Calculation for escalation will be based as per following principle;

The 25% of the accepted rate will be indexed to inflation but only to an extent of 60% of the variation in wholesale price index (WPI) occurring between 1st January 2024 and 1st January of the relevant year. Such adjustment of rate will be made every year on 25% of the rate accepted by SMPK and the adjusted rate will come into force from 1st April of the relevant year to 31st March of the following year.

For this purpose, the WPI for all commodities announced by the Government of India will be considered. The base WPI for the purpose of price adjustment will be taken as on 1st January, 2024 and the first price adjustment will be allowed w.e.f. 1st April, 2025, considering the variation in WPI occurring during the period from 1st January 2024 to 1st January, 2025. The base date of 01 January 2024 shall be taken into account for the said purpose irrespective of the scheduled date of submission of the final price offer.

Illustration:

- i) Let the agreed rate be Rs. Z. If the variation in WPI as of 1st January 2025 with reference to 1st January 2024 is (+) 5%, then the revised rate for the year 2025 will be Rs. $Z \times [1 + (5/100 \times 60/100) \times (25/100)] = Rs.1.0075Z$. The revised rate will take effect from 1 April 2025 and will remain in force till 31 March 2026.
- ii) If the variation in WPI as of 1 January 2026 with reference to 1 January 2024 is (-) 3%, then the revised rate for the year 2026 will be Rs. $Z [1 + (-3/100 \times 60/100) \times (25/100)] = Rs.0.9955Z$. The revised rate/s will take effect from 1 April 2026 and will remain in force till 31 March 2027.

.....

NIT No.SMP/KDS/Mech/C/ADV/661dated 15.01.2024

SCHEDULE OF RATES

For

“Deployment, Operation and Maintaining of equipment for container handling operations in Kolkata Dock System (KDS), Syama Prasad Mookerjee Port, Kolkata for a period of 5 years”

For MHC berth	Rate per loaded TEU Marine Freight Container (in ₹)	
	In figure	In words

Note: (A) In case of handling/operation of all other type, equivalent move as indicated under Clause 7.8 will be applicable.

(B).1. In case of discrepancy in the rates quoted in figures and words, the rates quoted in words will prevail upon the rates quoted in figures.

2. The above rate shall include all charges required for operation and maintenance of the MHC, RSTs & TTCs, as per the Scope of Work excluding the GST which will be payable extra at actual.

3. The evaluation of Price offer (i.e. inter-se ranking of Price offer) will be done on lowest rate basis.

4. In case of tie of the lowest quoted rate, the tenderers offering such rate will only be asked to submit rebate on such rate within 7 days from the date of opening of Price Bid, as may be instructed by SMPK, in sealed cover to ascertain the successful tenderer.

Signature of ‘Power of Attorney Holder(s)’

.....

Name :

Designation :

Date :

Seal:

NIT No.SMP/KDS/Mech/C/ADV/661 dated 15.01.2024

APPENDIX – I

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(s) and name of the Firm] and whose signature(s) is / are attested
below, is hereby authorised on behalf of
..... [Name of the Tenderer (in case
of a Consortium, name of the lead member)] to sign the Tender [NIT
No.SMP/KDS/Mech/C/ADV/661 dated 15.01.2024 for “Deployment, Operation and
Maintaining of equipment for container handling operations in Kolkata Dock System (KDS), Syama
Prasad Mookerjee Port, Kolkata for a period of 5 years”] and submit the same and is hereby further
authorised to provide relevant information/documents and respond to the enquiry’s etc. as may be
required by Syama Prasad Mookerjee Port, Kolkata (SMPK) in respect of the above 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. representatives of all members must sign]

NIT No.SMP/KDS/Mech/C/ADV/661 dated 15.01.2024

APPENDIX-II

Format for Experience Certificate

After examination, auditing and verification of all the documents furnished to us by M/s., it is certified that M/s..... has successfully executed the contract and work comprising managing & operating container terminals at berths, or at yards of port, or ICD or CFS by way of using RMQCs and/or MHCs with associated support equipment such as Tractor Trailer and/or Reach Stackers or similar equipment and/or RTGs or RMGs during the period.....from.....to.....(i.e. within 7 years period ending 31.12.2023) against order/contract no..... dated..... valid till.....awarded to them by M/s..... for the said work/contract.

2. It is further certified that the executed value of the said work as stated above amounts to Rs.....(excluding GST) during the period indicated above, i.e. from.....to.....

3. Photocopies of all papers verified in this regard are hereby stamped and handed over to the tenderer.

Signature of the Tenderer
with seal and Stamp

Signature of the Chartered Accountant
with date

Membership No.:
UDIN:
Office Seal and address:

NIT No.SMP/KDS/Mech/C/ADV/661 dated 15.01.2024

APPENDIX – III

Covering Letter

Ref. No.

Dated:

**The Chief Mechanical Engineer,
Kolkata Dock System, Syama Prasad Mookerjee Port, Kolkata,
8, Garden Reach Road, Kolkata – 700 043**

Dear Sir,

1. We,(Name of Tenderer) having examined the Tender Document and understood its contents, hereby submit our Tender for “Deployment, Operation and Maintaining of equipment for container handling operations in Kolkata Dock System (KDS), Syama Prasad Mookerjee Port, Kolkata for a period of 5 years” **(NIT No.SMP/KDS/Mech/C/ADV/661 dated 15.01.2024)**”.
2. All information and proofs provided in the Tender including Addendum and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.
3. We shall make available to Syama Prasad Mookerjee Port, Kolkata (hereinafter referred to as SMPK) any additional information it may find necessary or require to supplement or authenticate the Tender.
4. We,(Name of Tenderer) hereby undertake that we will abide by the decisions 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. We further 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. We also certify the following
 - (a) We/any of the consortium member (including our subsidiary, group of companies, as the case may be), have not been debarred by Central or State Government or any Entity controlled by them for participating in any tender/contract/agreement of whatever kind for any reason whatsoever including conduct leading to *premature closure/ termination/abandoning of contract/agreement during the* last 3 years ending on the closing date of submission of offer against this tender notice.

6. We declare that:
- (a) We have examined and have no reservations to the Tender Document, including the Addendum, if any, issued by SMPK thereon.
 - (b) 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. 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.

Yours faithfully,

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

Name:

Designation:

Date :

Seal:

NIT No.SMP/KDS/Mech/C/ADV/661 dated 15.01.2024

APPENDIX – IV

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

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT _____

AFFIDAVIT

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

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

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

2. THAT my aforesaid Firm and/or all the members of the Consortium (which includes our and their subsidiary, group of companies) participating in the tender have not been debarred by Central or State Government or any Entity controlled by them for participating in any tender/contract/agreement of whatever kind for any reason whatsoever.

3. THAT my aforesaid Firm and/or all the members of the Consortium (which includes our and their subsidiary, group of companies) have not conducted in any way leading to premature closure/ termination/abandoning of contract/agreement for any contract with the Central or State Government or any Entity controlled by them during the last 3 years ending on the closing date of submission of offer against this tender notice.

4. THAT the present affidavit is to be filed before the Syama Prasad Mookerjee Port, Kolkata as per the clause no.3.2(C) of the Tender vide NIT no. **NIT No.SMP/KDS/Mech/C/ADV/661 dated 15.01.2024** issued by the Syama Prasad Mookerjee Port, Kolkata in respect of the work (the work is to be mentioned).

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

Deponent

Identified by:

NIT No.SMP/KDS/Mech/C/ADV/661 dated 15.01.2024

APPENDIX – V

FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(To be executed before Notary Public on a Non-Judicial Stamp Paper of atleast Rs.10/-)

POWER OF ATTORNEY

Whereas Kolkata Dock System of Syama Prasad Mookerjee Port, Kolkata ('the Authority') has invited tenders from interested parties for "Deployment, Operation and Maintaining of equipment for container handling operations in Kolkata Dock System (KDS), Syama Prasad Mookerjee Port, Kolkata for a period of 5 years"[NIT No.SMP/KDS/Mech/C/ADV/661 dated **15.01.2024**].

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 authorise 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 authorise the Attorney to conduct all business for and on behalf 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 WE 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 THISDAY OF20....

For
.....
(Name & Title)

For
.....
(Name & Title)

For
.....
(Name & Title)

Witnesses:

1.

2.

.....

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

NIT No.SMP/KDS/Mech/C/ADV/661dated 15.01.2024

APPENDIX – VI

JOINT BIDDING AGREEMENT

(To be executed on Non-Judicial Stamp Paper of atleast 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, 2013} 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, 2013} 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, 2013 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, 2013 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 Authorities Act-2021 and Principal Offices 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.SMP/KDS/Mech/C/ADV/661dated

15.01.2024 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 Tender 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 2013 for entering into a Agreement with the SMPK and for performing all its obligations as the Contractor in terms of the Agreement for the tender.

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]

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 NIT No.SMP/KDS/Mech/C/ADV/661 dated **15.01.2024**.

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, registered under the applicable laws, validly existing and in good standing under the laws of its incorporation and has all requisite power to enter into this Agreement;

(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, licence or other governmental authorisation, approval, judgement, 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 fulfilment 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 Tenderer, 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.

NIT No.SMP/KDS/Mech/C/ADV/661 dated 15.01.2024

APPENDIX – VII

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 (each 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 the Authorised Signatory of the Tenderer:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number (land & Mobile):
 - (f) E-Mail Address:
 - (g) Fax Number:

5. In case of a Consortium, the information above should be provided for all the members of the consortium and in case of a single entity, the same for the tenderer should be provided.

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

Name:

Designation:

Date :

Seal:

NIT No.SMP/KDS/Mech/C/ADV/661 dated 15.01.2024

APPENDIX – VIII

DETAILS OF FINANCIAL CAPABILITY OF THE TENDERER

Tenderer Status	Annual Financial Turnover in Rupees			
	2020 - 2021	2021 - 2022	2022 – 2023	Average for the 3 years
SINGLE ENTITY				
CONSORTIUM MEMBER - 1				
CONSORTIUM MEMBER - 2				

Strike out whatever is not applicable in the above table. Please add more rows above depending upon number of Consortium Members.

Signature of Power of Attorney Holder(s):

.....

Name:

Designation:

Date :

Seal :

CERTIFIED BY

Name of Chartered Accountant Firm

Registration No. & other details (with UDIN)

Name of the signatory

Signature

Designation

Date

Seal:

NIT No.SMP/KDS/Mech/C/ADV/661 dated 15.01.2024

APPENDIX-IX

Broad Technical Parameters of Equipment to be supplied, operated and maintained

i. MHCs

Minimum Capacity	45 Te below Spreader at minimum outreach as stated below
Minimum Outreach	25 m from dock wall and should be at least 37m to 38m from Crane Centre
Age	Not more than 10 years as on the last date of submission of tender

ii. RTGs

Minimum Capacity	45 Te below Spreader
Stocking Capacity	4+1 high
Stacking Density	6 containers across
Age	Not more than 10 years as on the last date of submission of tender

iii. RSTs

Minimum Capacity	45 Te below Spreader
Stocking Capacity	4+1 high
Age	New RST

iv. TTs

Minimum Capacity	Capable of carting/transporting 2 nos. 20 ft. Or one no. 40 ft. or one no more than 20 ft. (i.e. ODC containers) ISO marine freight containers. Design & built of trailers should be such that container shoes/twist locks can be fitted to / opened from the container when the containers are placed on the trailers itself. There should be at least two TTs capable of carrying all types of over-dimension/out-of-gauge containers.
Age	New Tractor Trailers

NOTE: (i) The above equipment must have adequate technical features generally compatible with changes in the global scenario in respect of container handling.

(ii) All equipment should have appropriate attachments to handle OD/OOG containers.

NIT No.SMP/KDS/Mech/C/ADV/661 dated 15.01.2024

APPENDIX-X

A. Technical details of the MHCs tentatively proposed to be deployed

Sl. No.	Equipment	Capacity	Whether fulfilling technical specifications as in Appendix IX of the tender document (Yes / No)	Maximum ground pressure *	Other details/ Specifications, as may be indicated	List of likely make of MHCs
1	Mobile Harbour Crane					

* Maximum allowable ground pressure for the berths (i.e. 2,3,4,5 & 14 NSD) is 5.0 Ton/m²

B. Technical details of the RTGs tentatively proposed to be deployed

Sl. No.	Equipment	Capacity	Whether fulfilling technical specifications as in Appendix IX of the tender document (Yes / No)	Other details/ Specifications, as may be indicated	List of likely make of RSTs
1	Rubber Tyre Gantry Crane				

C. TECHNICAL DETAILS OF THE RSTs TENTATIVELY PROPOSED TO BE DEPLOYED

Sl. No.	Equipment	Capacity	Whether fulfilling technical specifications as in Appendix IX of the tender document (Yes / No)	Other details/ Specifications, as may be indicated	List of likely make of RSTs	To indicate whether proposed to be owned / taken on lease
1	REACH STACKERS					

D. TECHNICAL DETAILS OF THE TTs TENTATIVELY PROPOSED TO BE DEPLOYED

Sl. No.	Equipment	Capacity	Whether fulfilling technical specifications as in Appendix IX of the tender document (Yes / No)	Other details/ Specifications, as may be indicated	List of likely make of RSTs	To indicate whether proposed to be owned / taken on lease
1	TRACTOR TRAILERS					

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

Name:

Designation:

Date:

Seal:

NIT No.SMP/KDS/Mech/C/ADV/661 dated 15.01.2024

APPENDIX-XI

CHECKLIST

SL.NO.	DOCUMENTS	SUBMITTED (Y/N)
1.	TENDER DOCUMENTS WITH ALL PAGES SIGNED & STAMPED WITH OFFICIAL SEAL AS CONFIRMATION OF ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THE TENDER AND ADDENDUM / CORRIGENDUMS / AMMENDMENT IF ANY	
2.	'TENDER FEE & EMD'/ MSME DOCUMENTS AS APPLICABLE	
3.	WORK ORDERS IN SUPPORT OF EXPERIENCE	
4.	COMPLETION CERTIFICATES IN SUPPORT OF EXPERIENCE	
5.	AUDITED BALANCE SHEETS FOR THE LAST THREE COMPLETED FINANCIAL YEARS ENDING 31.12.2022 / 31.03.2023 IN SUPPORT OF FINANCIAL ELIGIBILITY & ALL OTHER DOCUMENTS AS PER CLAUSE 3.3	
6.	CERTIFIED COPY OF VALID DOCUMENT OF UP-TO-DATE PAYMENT OF PROFESSIONAL TAX BY THE TENDERER (EACH MEMBER IN CASE OF A CONSORTIUM) FOR ITS OF THE EMPLOYEES	
7.	CERTIFIED COPY OF VALID GST REGISTRATION NO. / CODE NO. OF THE TENDERER (EACH MEMBER IN CASE OF A CONSORTIUM)	
8.	CERTIFIED COPY OF CERTIFICATE OF INCORPORATION, MEMORANDUM & ARTICLE OF ASSOCIATION OF THE TENDERER (EACH MEMBER IN CASE OF CONSORTIUM)	
9.	DOCUMENTARY EVIDENCE THAT THE TENDERER HAS AN OFFICE IN KOLKATA FOR EFFECTIVE COORDINATION WITH SMPK OR OTHERWISE AT LEAST A DECLARATION TO SET UP THE SAME IN THE EVENT OF THE LoI/LoA BEING ISSUED IN FAVOUR OF THE TENDERER (OR CONSORTIUM) BEFORE COMMENCEMENT OF ACTUAL OPERATION	
10.	TRADE LICENCE ISSUED BY THE APPROPRIATE AUTHORITY TO THE TENDERER (TO EACH OF THE MEMBER IN CASE OF A CONSORTIUM) AS APPLICABLE. IN ADDITION, FOR PLACEMENT OF ORDER IN FAVOUR OF	

	A CONSORTIUM, THE SPV FORMED BY THE CONSORTIUM MEMBERS SHALL ALSO HAVE TO OBTAIN TRADE LICENCE FROM THE APPROPRIATE AUTHORITY BEFORE COMMENCEMENT OF ACTUAL OPERATION	
11.	CERTIFIED COPY OF PAN NO. OF THE TENDERER (OF EACH MEMBER IN CASE OF A CONSORTIUM)	
12.	CERTIFIED COPY OF TAN NO. OF THE TENDERER (OF EACH MEMBER IN CASE OF A CONSORTIUM)	
13.	CERTIFIED COPY OF PF REGISTRATION OF THE TENDERER (OF EACH MEMBER IN CASE OF A CONSORTIUM)	
14.	CERTIFIED COPY OF ESI REGISTRATION	
15.	SCHEDULE OF RATES – ANNEXURE 1	
16.	APPENDIX-I	
17.	APPENDIX –II	
18.	APPENDIX –III	
19.	APPENDIX –IV	
20.	APPENDIX –V	
21.	APPENDIX –VI	
22.	APPENDIX –VII	
23.	APPENDIX –VIII	
24.	APPENDIX –IX	
25.	APPENDIX –X	
26.	APPENDIX –XI	
27.	APPENDIX-XII	
28.	APPENDIX-XIII	
29.	APPENDIX-XIV	

NIT No.SMP/KDS/Mech/C/ADV/661 dated 15.01.2024

APPENDIX-XII

BANK GUARANTEE FOR SECURITY DEPOSIT / PERFORMANCE GUARANTEE

[To be submitted on Non-judicial Stamp Paper of worth not less than ₹ 50.00]

**To The Board of Major Port Authority,
for Syama Prasad Mookerjee Port, Kolkata (SMPK).**

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

Name of Issuing Bank.....

Name of Branch.....

Address.....

In consideration of the **Board of Major Port Authority for Syama Prasad Mookerjee Port, Kolkata (SMPK)**, a body corporate – duly constituted under the Major Port Authorities Act, 2021 [Act 3. (1)], (hereinafter referred to as “**The Board**” or “**SMPK**”) having awarded to Shri / Messrs, a Proprietary/ Partnership/Limited / Registered Company, having its Registered Office at (hereinafter referred to as "**The Contractor**", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), a **CONTRACT** by issue of SMPK’s Work Order/LOI/LOA No. dated for “**Deployment, Operation and Maintaining of equipment for container handling operations in Kolkata Dock System (KDS), Syama Prasad Mookerjee Port, Kolkata for a period of 5 years**” against Tender vide NIT No. **SMP/KDS/Mech/C/ADV/661 dated 15.01.2024** (hereinafter referred to as “**the said contract**”) and the Contractor having agreed to provide a **BANK GUARANTEE** from a Nationalized / Scheduled Bank of India, in prescribed format for ₹..... (Indian Rupees) only, for the faithful and satisfactory performance of the entire Contract.

We,Bank,..... Branch, Kolkata/Haldia, do, on the advice of the Contractor, hereby undertake to indemnify and keep indemnified the Board to the extent of the said sum of ₹..... (Indian Rupees) only.

We,Bank,Branch, Kolkata /Haldia, further agree that if a written demand is made by the Board through any of its officials for honouring the Bank Guarantee constituted by these presents, we,..... Branch, Kolkata/Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to SMPK within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of " Syama Prasad Mookerjee Port, Kolkata ", without any demur. Even if there be any dispute between the Contractor and Board, this would be no ground for us, (Name of Bank), Branch, Kolkata /Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that we, Branch, Kolkata..... /Haldia, decline or fail or neglect to honour the

Bank Guarantee in the manner aforesaid, shall constitute sufficient reason for SMPK to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the Contractor.

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

2. We,..... Bank, Branch, Kolkata/Haldia, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said Contract by the Contractor and that it shall continue to be enforceable till all the dues of 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 certify that the terms and conditions of the said Contract have been fully and properly observed/fulfilled by the Contractor and accordingly, the Board have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive ofday of..... ..202.....and subject all so that the provision that the Board shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto.....or any extension thereof made by us,Branch, Kolkata..... /Haldia, in further extending the said validity period of this Bank Guarantee on Non-judicial Stamp Paper of appropriate value, as required / determined by SMPK, only on a written request by SMPK to the Contractor for such extension of validity of this Bank Guarantee.

3. We, .. Bank, .. Branch, Kolkata .. /Haldia, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Board shall have the fullest liberty to vary from time to time any of the terms and conditions of 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 against the Contractor and to forebear or enforce any of terms and conditions relating to the said Contract and We,.. Bank, Branch, Kolkata... /Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractor or for any forbearance act or commission on the part of SMPK or any indulgence by 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, Kolkata ... /Haldia.

4. We, Bank,..... Branch, Kolkata ... /Haldia do also agree that SMPK at their option shall be entitled to enforce this Guarantee against us Branch, Kolkata ... /Haldia as principal debtor in the first instance without producing against the Contractor and notwithstanding any security or other guarantee that SMPK may have in relation to the Contractor's liabilities.

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

6. Notwithstanding anything to the contrary contained herein:

Deployment, Operation and Maintaining of equipment for container handling operations in Kolkata Dock System (KDS), Syama Prasad Mookerjee Port, Kolkata for a period of 5 years

(a) Our liability under this Guarantee shall not exceed ₹.....(Indian Rupees:.....)

(b) This bank Guarantee shall be valid up to(expiry date)

(c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before..... (last date of claim).

SIGNATURE... ..

NAME.....

DESIGNATION.....

(Duly constituted attorney for and on behalf of)

BANK.

BRANCH.....

KOLKATA... .. /HALDIA

Mobile No.:

E-mail ID:

(OFFICIAL SEAL OF THE BANK)

Note : In case of Bank Guarantee is submitted from a Branch of a Nationalized / Scheduled Bank of India, other than Kolkata / Haldia Branch, the same should be routed through any Kolkata / Haldia Branch of the said Nationalized / Scheduled Bank in India and such Branch shall confirm the same and standby for all the commitments under the Bank Guarantee. In all cases, any dispute regarding Bank Guarantee will be adjudicated under the jurisdiction of Calcutta High Court.

NIT No.SMP/KDS/Mech/C/ADV/661 dated 15.01.2024

APPENDIX-XIII

BANK GUARANTEE FOR BID SECURITY /EARNEST MONEY DEPOSIT

[To be submitted on Non-judicial Stamp Paper of worth not less than ₹ 50.00]

**To The Board of Major Port Authority,
for Syama Prasad Mookerjee Port, Kolkata (SMPK).**

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

In consideration of the Board of Major Port Authority for Syama Prasad Mookerjee Port, Kolkata (SMPK), a body corporate – duly constituted under the Major Port Authorities Act, 2021 [Act 3. (1)], (hereinafter referred to as “**The Board**” or “**SMPK**”), having agreed to exempt Shri / Messrs a Proprietary/ Partnership/Limited / Registered Company, having its Registered Office at (hereinafter referred to as “**The Bidder**”, which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), from cash payment of Bid Security / Earnest Money Deposit in connection with Tender vide **NIT No. SMP/KDS/Mech/C/ADV/661 dated 15.01.2024** for “**Deployment, Operation and Maintaining of equipment for container handling operations in Kolkata Dock System (KDS), Syama Prasad Mookerjee Port, Kolkata for a period of 5 years**”, for the due fulfilment by the Bidder of all the terms & conditions contained in the Bidding Document of the said tender, on submission of a Bank Guarantee for ₹.....(Indian Rupees:.....), we,.....Bank, Branch, Kolkata/Haldia, do, on the advice of the Bidder, hereby undertake to indemnify and keep indemnified the Board to the extent of the said sum of ₹.....(Indian Rupees:.....).

We,.....Bank,.....Branch, Kolkata ...
...../Haldia, further agree that if a written demand is made by the Board through any of its officials for honouring the Bank Guarantee constituted by these presents, we,.....
..... Branch, Kolkata/Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to SMPK within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of " Syama Prasad Mookerjee Port, Kolkata ", without any demur. Even if there be any dispute between the Bidder and the Board, this would be no ground for us, (Name of Bank),
..... Branch, Kolkata/Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that we,Bank,Branch, Kolkata...../Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid, shall constitute sufficient reason for SMPK to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the Bidder.

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

3. We, Bank, Branch, Kolkata /Haldia, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for finalisation of the tender and that it shall continue to be enforceable till all the terms and conditions of the said tender have been fully honoured / fulfilled by the Bidder and accordingly, the Board have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive ofday of..... ..202.....and subject all so that the provision that the Board shall have no right to demand payment against this guarantee after the expiry of 1 (one) calendar months from the expiry of the aforesaid validity period upto.....or any extension thereof made by us,Bank,..... Branch, Kolkata..... /Haldia, in further extending the said validity period of this Bank Guarantee on Non-judicial Stamp Paper of appropriate value, as required / determined by SMPK, only on a written request by SMPK to the Bidder for such extension of validity of this Bank Guarantee.

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

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

6. Notwithstanding anything to the contrary contained herein:
- (a) Our liability under this Guarantee shall not exceed ₹.....(Indian Rupees:.....) only. (b) This Bank Guarantee shall be valid up to(expiry date)
 - (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before..... (last date of claim).

SIGNATURE.....
NAME.....
DESIGNATION.....
(Duly constituted attorney for and on behalf of)
BANK. ,
BRANCH... ..
KOLKATA... .. /HALDIA
Mobile No.:
E-mail ID:

(OFFICIAL SEAL OF THE BANK)

Note : In case of Bank Guarantee is submitted from a Branch of a Nationalized / Scheduled Bank of India, other than Kolkata / Haldia Branch, the same should be routed through any Kolkata / Haldia Branch of the said Nationalized / Scheduled Bank in India and such Branch shall confirm the same and standby for all the commitments under the Bank Guarantee. In all cases, any dispute regarding Bank Guarantee will be adjudicated under the jurisdiction of Calcutta High Court.

NIT No.SMP/KDS/Mech/C/ADV/661 dated 15.01.2024

APPENDIX-XIV

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

INTEGRITY PACT

Between

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

And

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

Preamble

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

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

NOW, THEREFORE

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

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

Section 1- Commitments of the Principal/employer.

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

- a. No employee of the Principal, personally or through family members, will, in connection with the tender for, or the execution of a contract, demand, take a 53 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 ANNEXE – Z.

- 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.

Section7 – 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 Kolkata Port Trust.
- (e) The BIDDER / CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER / CONTRACTOR. The 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 within 8 to 10 weeks from the date of reference or intimation to him by the Principal / Employer / Bidder / Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER / CONTRACTOR can approach the Independent External Monitor (s) appointed for the purposes of this Pact.
- (h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the relevant IPC/PCA and the Principal / Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (j) The word 'Monitor' would include both singular and plural.

Section 9 – Facilitation of Investigation:

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

Section 10 – Pact Duration:

The pact begins with when both parties have legally signed it and will extend up to 2 years or the complete execution of the contract including warranty period whichever is later. In case bidder / contractor is unsuccessful this Integrity Pact shall expire after 6 months from the date of signing of the contract. If any claim is made / lodged during this time, the same shall be binding and continue to the valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of Syama Prasad Mookerjee Port

Section 11- Other provisions:

- (1) This agreement is subject to Indian law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.
- (2) Changes and supplements as well as termination notices need to be made in writing in English.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners of consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For and on behalf of the Principal)

(For and on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness 1: (Name and 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 SMPK shall apply for registration in the prescribed Application – Form.

1.2. Registered agents will file an authenticated Photostat copy (duly attested by a Notary Public) / Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission / remuneration / salary / retainer ship being paid by the principal to the agent before the placement of order by SMPK.

1.3. Wherever the Indian representatives have communicated on behalf of their principals and 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. 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 SMPK 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 59 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 SMPK in India in equivalent Indian Rupees.

2.2.4. 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.

2.2.5. Failure to furnish correct and detailed information as called for in paragraph – 2 above will render the concerned tender liable for rejection or in the event of a contract materializing, the same liable to termination by SMPK. Besides this there would be a penalty of banning business dealings with SMPK or damage or payment of a named sum.

.....

VOLUME-II

GENERAL CONDITIONS OF CONTRACT FORMS AND AGREEMENTS

**SANCTIONED BY BOARD UNDER RESOLUTION NO. 92
of
THE 6TH MEETING HELD ON 27TH MAY, 1993.**

(Copy of Booklet Published on May, 1993)

1. DEFINITIONS

- 1.0 In the contract, as here-in-after defined, the following words and expressions shall have the meaning here-in assigned to them, except where the context otherwise required.
- 1.1 "**Employer**" or "Board" or "Board" means the Board of Board for the Port of Kolkata, a body corporate under Section 3 of the Major Port Trust Act, 1963, including their successors, representatives and assigns.
- 1.2 "**Chairman**" means the Chairman of the Board and includes the person appointed to act in his place under Sections 14 and 14A of the Major Port Trusts Act, 1963.
- 1.3 "**Contractor**" means the person or persons; Firm or Company whose tender /offer has been accepted by the Board and includes the Contractor's representative's heirs, successor and assigns, if any permitted by the Board / Chairman.
- 1.4 "**Engineer**" means the Board's official who has invited the tender on its behalf and includes the Chief Engineer, the Chief Mechanical Engineer, the Senior Executive Engineer the Chief Hydraulic Engineer, the Deputy Chief Engineer, the Deputy Chief Mechanical Engineer, the Senior Resident Engineer, The Manager (Infrastructure & Civic Facilities), the Manager (Plant & Equipment) the Deputy Manager (Infrastructure & Civic Facilities) and the Deputy Manager (Plant & Equipment), or other official as may be appointed from time to time by the employer, with written notification to the Contractor, to act as Engineer for the purpose of the contract, in place of the "Engineer" so designated.
- 1.5 "**Engineer's Representative**" means any subordinate Engineer or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties set forth in Clauses 2.4 to 2.6 hereof.
- 1.6 "**Work**" means the Work to be executed in accordance with the Contract and includes authorized "Extra Works" and "Excess Works" and Temporary Works.
- 1.7 "**Temporary Works**" means all temporary works of every kind required in or about the execution, completion or maintenance of the works and includes (without thereby limiting the foregoing definitions) all temporary erections, scaffolding, ladders, timbering, soaking vats, site offices, cement and other god owns, platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and mixing platforms.
- 1.8 "**Extra Works**" means those works required by the Engineer for completion of the Contract which were not specifically and separately included in the schedule of items of works (i.e., Bills of Quantities) of the tender. "Excess Works" means the required quantities of work in excess of the provision made against any item of the Bill of Quantities.
- 1.9 "**Specifications**" means the relevant and appropriate Bureau of Indian Standard's Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.
- 1.10 "**Drawings**" means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.
- 1.11 "**Contract**" means and includes the General and Special Conditions of Contract, Specifications, Drawings, priced Bill of Quantities, the Tender/ Offer, the letter of acceptance of the Tender/Offer, the Contract Agreement if separately entered into and the Schedule of Rates and Price, if any, adopted by the Board at their discretion.
- 1.12 "**Constructional Plant**" means all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the works or temporary works and includes

(without thereby limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent work.

- 1.13 "Site"** means the land and other places, on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the Board for the purpose of the Contract.
- 1.14 "Contract Price"** means the sum named in the letter of acceptance of the Tender/ Offer of the Contractor, subject to such additions thereto and deduction there from as may be made by the Engineer under the provisions here-in-after contained.
- 1.15 "Month"** means English Calendar Month.
- 1.16 "Excepted risks"** are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Board of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).
- 1.17** Word importing the **singular** only, also includes the **plural** and vice-versa where the context so required.
- 1.18** The **headings and marginal notes** in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 1.19** Unless otherwise stipulated the word "Cost" shall be deemed to include overhead costs of the contractor, whether on or off the site.

2 DUTIES & POWERS OF ENGINEER & ENGINEER'S REPRESENTATIVE

- 2.1 The Contractor shall execute, complete and maintain the works in terms of the contract to the entire satisfaction of the Engineer and shall comply with the Engineer's direction on any matter whatsoever.
- 2.2. The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 herein, from the Engineer's Representative.
- 2.3. The Engineer shall have full power and authority
- (a) to supply to the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.
 - (b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.
 - (c) to order for any variation, alternation and modification of the work and for extra works.
 - (d) to issue certificates as per contract
 - (e) to settle the claims & disputes of the Contractor and Board, as the first referee.
 - (f) to grant extension of completion time.

2.4. The Engineer's representative shall :

- (a) watch and supervise the works,
- (b) test and examine any material to be used or workmanship employed in connection with the work.
- (c) have power to disapprove any material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard.
- (d) take measurements of work done by the contractor for the purpose of payment or otherwise.
- (e) order demolition of defectively done work for its reconstruction all by the Contractor at his own expense,
- (f) have powers to issue alteration order not implying modification design and extension of completion time of the work and
- (g) have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Contractor.

2.5. Provided always that the Engineer's Representative shall have no power :

- (a) to order any work involving delay or any extra payment by the Board,
- (b) to make variation of or in the works and
- (c) to relieve the Contractor of any of his duties or obligations under the Contract.

2.6. Provided also as follows :

- (a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, braking-up thereof and re-construction at the contractor's cost and the contractor shall have no claim to compensation for the loss sustained by him.
- (b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.
- (c) Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in Engineer to his Representative in writing shall bind the contractor and the Board as though it had been given by the Engineer, who may from time to time make such delegation. Contractor and the Board as though it had been given by the Engineer, who may from time to time, make such delegation.

3. THE TENDER / OFFER AND ITS PRE-REQUISITES

- 3.1. The Contractor shall, before making out and submitting his tender/offer be deemed to have inspected and examined the site, fully consider all factors, risks and contingencies, which will have direct and in direct impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration:

- (a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climate conditions, the means of access to the site and all other local conditions including the likely charges and costs for temporary way-leave, if any, required for the work.
- (b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract.
- (c) The accommodation required for the workmen and site office, mobilization/ demobilization and storage of all plant, equipment and Construction materials.
- (d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all of Contractor's cost.
- (e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made there under, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Board indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance.
- (f) Payment of all kinds of stamp-duty for exacting the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds.
- 3.2. The Contractor's tender shall be in ink on the Tender Forms supplied by the Board, unless stipulated otherwise in the Notice-Inviting the Tender and shall be faultless in figures and free from erasing. Corrections, if any, shall only be made by scoring out and initialing of the revised figure.
- 3.3. If required by the Engineer or the Board, the Contractors in their tender or subsequently, shall disclose the names of their owners/partners/Share Holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled.
- 3.4. (a) Unless otherwise stipulated in the Notice Inviting the Tender/Offer, every tender must be submitted with Earnest Money of the amount calculated as per the following scale.

Estimated Value	Amount of Earnest Money	
	For works contract	For contract of supplying materials and equipment only
Up to Rs.1,00,000/-	5% of the estimated value of work	1% of the estimated value of work
Over Rs. 1,00,000/-	2% of the estimated value of work subject to a maximum of Rs. 20,000/- and minimum of Rs. 5,000/-	1/2% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-

- (b) Earnest Money shall be deposited with Board' treasurer in cash or by Banker's Cheque of any Kolkata Branch of a Nationalized Bank of India drawn in favour of Syama Prasad Mookerjee Port, Kolkata or in the form of an " Syama Prasad Mookerjee Port, Kolkata" and payable at Kolkata / Haldia Holding as the case may be and the receipt granted there for be kept attached to the Tender / offer in the Sealed Cover.
- (c) Earnest Money of un-accepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalized Bank of Kolkata / Haldia.
- (d) The enlisted (registered) Contractors of the Board, who have deposited fixed Security with the Board FA & CAO / Manager (Finance) according to his Class of Registration, shall be exempt from depositing the Earnest Money, as per the following scale:

Class of registration	Amount of fixed security	Financial Limit of each Tenderer
A	Rs. 10,000/-	Any tender priced upto Rs. 2,00,000/-
B	Rs. 5,000/-	Any tender priced upto Rs. 1,00,000/
C	Rs. 2,500/-	Any tender priced upto Rs. 50,000/

(e) (i) Tender submitted without requisite Earnest Money may be liable to rejection.

(ii) If before expiry of the validity period of his Tender/offer, the tender amends his quoted rates or tender/ offer making them unacceptable to the Board and/or withdraws his tender/offer, the Earnest Money deposited shall be liable to forfeiture of the option of the Board.

(iii) The Earnest Money of accepted Tender/offer shall be retained by the Board as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Contractor after cancellation of the previous Receipt of Earnest Money.

(iv) Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done up to the stage of completion.

Value of Work	% of Security Deposit for works contract	% of Security Deposit for Contract of supplying materials and equipment only
For works up to Rs. 10,00,000/-	10% (Ten percent)	1% (One percent)
For works costing more than Rs.10,00,000/- and up to Rs.20,00,000/-	10% on first Rs. 10,00,000/- + 7 1/2% on the balance	1% on first Rs.10,00,000/-+1/2% on the balance
For works costing more than Rs.20,00,000/-	10% on first Rs. 10,00,000/- + 7 1/2% on next Rs.10,00,000/-+ 5% on the balance	1% on first Rs.10,00,000/-+1/2% on next Rs.10,00,000/-+ 1/4% on the balance

(v) Balance Security for Contract of supplying materials and equipment computed in terms of the percentages given above, shall have to be deposited with the Board' Treasurer in advance and within 30 days from the date of placement of supply order, either in cash or by A/c. Payee Draft of a Nationalized Bank of India drawn in favour of Syama Prasad Mookerjee Port, Kolkata and payable at Kolkata / Haldia, as the case may be.

(vi) No interest shall be paid by the Board to the Tenderer / Contractor on the amount of Earnest Money / Security Deposit held by the Board, at any stage.

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

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

3.6. If stipulated in the contract as a Special Condition, the Contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from Kolkata/Haldia Branch, as the case may be, of any Nationalized Bank of India in the proforma annexed hereto and for the sum and period as mentioned in the letter of acceptance of the Tender/Offer, within 15 days from the date of such letter, failing which the contract shall be liable to be terminated and the Earnest Money are liable to forfeiture; all at discretion of the Engineer. The cost of obtaining this or any other Bank Guarantee and/or the revalidation thereof, wherever required, has to be borne by the Contractor and it shall be his sole responsibility to arrange for timely revalidation of such bank guarantee, failing which and for non-fulfillment of any contractual obligation by the Contractor, the Engineer and/or the Board shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally.

4. THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR

4.1. (a) The contract documents shall be drawn-up in English language.

(b) The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of the High Court at Kolkata, India, including the following Act :

1. The Indian Contract Act, 1872
2. The Major Port Trust, Act, 1963
3. The Workmen's Compensation Act, 1923
4. The Minimum Wages Act, 1948
5. The Contract Labour (Regulation & Abolition) Act, 1970
6. The Dock Workers' Act, 1948
7. The Indian Arbitration Act (1940) (in the case of a definite Arbitration Agreement only).

4.2 After acceptance of his Tender / Offer and when called upon to do so by the Engineer or his representative, the Contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed the other documents referred to in the definition of the term "Contract" here-in-before shall collectively be the Contract.

4.3 Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.

4.4 Two copies of the Drawing referred to in the General and Special Conditions of Contract and in the Bill of Quantities, shall be furnished by the Engineer to the Contractors free of cost for his use on the work, but these shall remain the property of the Board and hence, the Contractor shall return them to the Engineer or his Representative on completion of the work. if not torn or mutilated on being regularly used at site.

4.5 The Contractor shall prove and make at his own expense any working or progress drawings required by him or necessary for the proper execution of the works and shall, when required, furnish copies of the same free of cost to the Engineer for his information and/ or approval, without meaning thereby the shifting of Contractor's responsibility on the engineer in any way whatsoever.

4.6 The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the engineer. Even if such permission be granted, the Contractor shall remain responsible (a) for the acts, defaults and neglect of any sub-contractor, his agents servants or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen, and (b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a "piece rate" basis shall not be deemed to be subletting under this clause.

4.7 Unless otherwise specified, the Contractor shall be deemed to have included in his Tender /Offer all his cost for supplying and providing all constructional plant, temporary work, materials both for temporary and permanent works, labour including supervision thereof transporting to and from the site and in and about the work, including loading, unloading, fencing, watching, lighting, payment of fees, taxes and duties to the appropriate authorities and other things of every kind required for the construction, erection, completion and maintenance of the work.

4.8 The Contractor shall be solely responsible for the adequacy, stability and safety of all site operations and methods of construction, even if any prior approval thereto has been taken from the Engineer or his Representative. The Contractor shall not be responsible for the correctness of the design or specification of the Temporary and Permanent works formulated by the Engineer; but the contractor shall be fully responsible for the correct implementation thereof as also for any design and specification prepared / proposed / used by the Contractor.

4.9 Whenever required by the Engineer or his Representative, the Contractor shall submit to him the details of his (a) programme for execution of the work, (b) proposed procedure and methods of work, (c) proposed deployment of plant, equipment labour, materials and temporary works. The submission to and/ or any approval by the Engineer or his Representative to any such programme or particulars, shall not relieve the Contractor of any of his obligations under the contract. If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.

4.10 Necessary and adequate supervision shall be provided by the Contractor during execution of the works and as long thereafter as the Engineer or his Representative shall consider necessary during the maintenance period. The Contractor or his competent and authorised agent or representative shall be constantly at site and instructions given to him by the Engineer or his Representative in writing shall be binding upon the Contractor subject to limitation in clause 2.5 hereof. The Contractor shall inform the Engineer or his Representative in writing about such representative/agent of him at site.

4.11 The Contractor shall employ in execution of the Contract only qualified, careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of his staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur, whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.

4.12 The Contractor shall be responsible for the true and proper setting-out of the works in relation to reference points/lines/levels given by the Engineer in writing. The checking of any setting-out or of any alignment or level by the Engineer or his Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and he shall fully provide, protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting-out the works.

4.13 From the commencement of the works till issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his down cost as per instruction and to the satisfaction of the Engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer, shall be recoverable from the Contractor in whatever manner the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Board on partial completion of the work and in such case the Contractor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the Engineer as also for defects/ damages if any caused to the work by the Contractor during such repairs and replacement in the maintenance period.

4.14 The Contractor shall at his own cost protect, support and take all precautions in regard to the personnel or structure or services or properties belonging to the Board or not, which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Board against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/ or to any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Board, unless otherwise stipulated in the Contract.

4.15 The Contractor shall immediately inform the Engineer's Representative if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Board and protect them from being damaged by his workmen and arrange for disposal of them at the Board expense as per the instruction of the Engineer's Representative.

4.16 The Contractor shall be deemed to have indemnified the Board against all claims, demands, actions and proceedings and all costs arising there from on account of :

- i. Infringement of any patent right, design, trade-mark, or name or other protected right, in connection with the works or temporary work.
- ii. Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.
- iii. Unauthorized obstruction or nuisance caused by the Contractor in respect of Public or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Board or any other person.
- iv. Damage/injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work.
- v. Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting contractor's plants and materials.
- vi. The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Board and other agencies employed by or with the permission and / or knowledge of the Board on or near the site of work.

4.17 Debris and materials, if obtained by demolishing any properly, building or structure in terms of the Contract shall remain the property of the Board.

4.18 The Contractor's quoted rates shall be deemed to have been inclusive of the following:

- (a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.
- (b) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.
- (c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works, and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.
- (d) Making arrangements for deployment of all labourers and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.

(e) Making arrangements in or around the site, as per the requirements of Kolkata Municipal Corporation or other local authority or the Engineer or his Representative, for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.

4.19 Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or in case of Trustee's enlisted Contractor to the address as appearing in the trustee's Register or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or dispatch.

4.20 The Contractor and his sub-contractor or their agents and men and any firm supplying plant, materials, and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing.

4.21 The Contractor shall, at the Board' cost to be decided by the Engineer, render all reasonable facilities and Co-operation as per direction of the Engineer or his representative to any other Contractor engaged by the Board and their workmen, to the Board' own staff and to the men of other Public Body on or near the site of work and in default, the contractor shall be liable to the Board for any delay or expense incurred by reason of such default.

4.22 The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic.

4.23 All constructional plants, temporary works and materials when brought to the site by the contractor, shall be deemed to be the property of the Board who will have a lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer or his Representative.

5. COMMENCEMENT, EXECUTION AND COMPLETION OF WORK

5.1. The contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Contractor's tender / offer by the Board o within such preliminary time as mentioned by the contractor in the Form of Tender or the time accepted by the Board. The contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representatives, time being deemed the essence of the contract on the part of the Contractor.

5.2. The Contractor shall provide and maintain a suitable office at or near the site, to which the Engineer's Representative may send communications and instructions for use of the Contractor.

5.3. Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the contractor shall not execute the work beyond the working hours observed by the Engineer's Representative and on Sundays and Holidays observed in the Board system, except in so far as it becomes essential on account of tidal work or for safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any act or neglect on the part of the contractor, then the Engineer or his Representative shall order and the contractor at his own expense shall work by day and by night and on Sundays and Public Holidays. Any failure of the Engineer or his Representative to pass such an order shall not relieve the contractor from any of his obligations. The Engineer's decision in this regard shall be final, binding and conclusive.

- 5.4. Unless stipulated otherwise in the contract, all materials required for the work shall be procured and supplied by the contractor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the Engineer or his Representative. The engineer shall exercise his sole discretion to accept any such materials.
- 5.5. Unless stipulated otherwise, in the contract, all materials, workmanship method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the materials and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.
- 5.6. Samples shall be prepared and submitted for approval of the Engineer or his Representative, whenever required to do so, all at the contractor's cost.
- 5.7. Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work shall be borne by the contractor.
- 5.8. Regarding the supply of any materials by the Board to the contractor in accordance with the contract, the following conditions shall apply :
- (a) The contractor shall, at his own expense, arrange for transporting the materials from the Board' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Board' Stores as per the direction of the Engineer or his Representative.
 - (b) Being the custodian of the Board' materials, the contractor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than "Excepted Risks", the contractor shall compensate the Board' in the manner decided by the Engineer and shall at no stage remove or cause to be removed any such material from the site without his permission.
 - (c) The Board' materials will generally be supplied in stages and in accordance with the rate of progress of work, but, except for grant of suitable extension of completion time of work as decided by the Engineer, the contractor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Board' materials to him. The Contractor shall, however communicate his requirement of such materials to the Engineer from time to time.
 - (d) Unless stipulated otherwise in the contract, the value of the Board' materials issued to the contractor shall be recovered from the Contractor's bills and / any of his other dues. Progressively according to the consumption thereof on the work and / or in the manner decided by the Engineer or his Representative and at the rate / stipulated in the contract. These rates shall only be considered by the contractor in the preparation of his tender/offer and these will form the basis of escalation / variation, if in future the contractor is required to procure and provide any such material on the written order of the Engineer consequent on the Board' failure to effect timely supply thereof.
 - (e) If the Engineer decides that due to the contractor's negligence, and of the Board' materials issued to the contractor has been – (i) last or damaged, (ii) consumed in excess of requirement, and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills or from any of his other dues, after adding 19 ¼% extra over the higher one of the followings —
 - 1. The issue rate of the materials at the Board' Stores, and

2. The market price of the material on the date of issue as would be determined by the Engineer.
- 5.9. The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time – (i) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the Engineer or his Representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and proper re-execution of any work, which in respect of material and workmanship is not in accordance with the contract or the instructions of the Engineer. The contractor shall comply with such order at his own expense- and within the time specified in the order. If the contractor falls to comply, the Engineer shall be at liberty to dispose and such materials and re-do any work in the manner convenient to the Board by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days.
- 5.10. No work shall be covered up and put out of view by the contractor without approval of the Engineer or his Representative and whenever required by him the contractor shall uncover any part or parts of the work or make openings in or through the same as may be directed by the Engineer or his Representative from time to time and shall reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the contractor. The Board shall reimburse such cost as determined by the Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.
- 5.11. On a written order of the Engineer or his Representative the contractor shall delay or suspend the progress of the work till such time the written order to resume the execution is received by him. During such suspension the contractor shall protect and secure the work to the satisfaction of the Engineer or his Representative. All extra expenses in giving effect to such order shall be considered by the Board, unless such suspension is ---
1. Otherwise provide for in the contract, or
 2. Necessary by reason of some default on the part of the Contractor, or
 3. Necessary by reason of climatic conditions on the site, or
 4. Necessary for proper execution of the works or for the safety of the works or any part thereof.
- The Engineer shall settle and determine such extra payment and / or Extension of completion time to be allowed to the contractor, as shall, in the opinion of the Engineer, be fair and reasonable.
- 5.12 If at any time before or after commencement of the work the Board do not require the whole of the work tendered for, the Engineer shall notify the same to the contractor in writing and the contractor shall stop further works in compliance of the same. The Contractor shall not be entitled to any claim for compensation for underived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer in the original specifications, drawings, designs and instruction.
- 5.13 When the whole of the work has been completed to the satisfaction of the Engineer and has passed any final test prescribed in the contract, the contractor shall, within 21 days of submission of his application to the Engineer be entitled to receive from him a certificate for completion of work in Form G.C.1 annexed hereto. If any part of the total work having been completed to the satisfaction of the Engineer, be takeover and / or used by the Board the Contractor shall on application be entitled to partial completion certificate in the Form of G.C.1 indicating the portion of the work covered by it, so that the Contractor's liability during maintenance period of the contract, if any, shall commence from the date mentioned in such certificate so far as the completed portion of the work is concerned.

6. TERMS OF PAYMENT :

- 6.1. No Sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer. On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advances, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.
- 6.2. All payments shall be made to the Contractor on the basis of measurement of actual work done, as recorded in the Board' measurement books and at accepted tendered or at agreed rates, as the case may be except as otherwise provided in the contract and when the Engineer decided any other rate for change in the scope of work or omission, if any, on the part of the Contractor.
- 6.3. For work of sanctioned tender value more than Rs. 50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made at the discretion of the Engineer or his Representative at intervals deemed suitable and justified by him. Provided always that, subject to execution of work of substantial value in the context of the contract price, the interval of such on account payments shall be decided by the Engineer or his Representative, which shall ordinarily not be less than 1 month in between two payments for on account bill and / or advance.
- 6.4. Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Board' Measurement Book, at intervals deemed suitable and proper by him and / or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the Engineer's Representative in every manner required by him. After the measurements taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a taken of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even other 3 days written notice from the Engineer's Representative the measurement shall be taken ex-part by the Engineer's representative and those shall be accepted by the Contractor.
- 6.5. Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may, in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable" sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Board end., The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amount and recoveries to type out the bill.
- 6.6. At the discretion of the Engineer or his Representative and only in respect of accepted offers/ where estimated amount put to tender would be Rs. 2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor. Provided always that—
 - i. The materials shall, in the opinion of the Engineer or his Representative, be of imperishable nature.
 - ii. The value of such materials shall be assessed by the Engineer or his Representative, at their own discretions,
 - iii. A formal agreement has been drawn up with the contractor, under which the Board secure a lien on the contractor's materials.
 - iv. The materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise,

- v. In the event of shortage of such materials within the Board' protected areas in the Docks, the contractor shall submit an indemnity Bond in the proforma and manner acceptable to Trustee' whereby the contractor shall indemnify the Board' against all financial loss/ damage, on account of loss/ damage to such materials for whatever reasons.
 - vi. In the event of storage of such materials outside the Board' protected areas the Contractor shall submit to the Engineer an irrevocable Bank Guarantee favouring the Board and for the same sum as is being advance, in the proforma and manner acceptable to the Board. The Guarantee shall be of a Kolkata / Haldia Branch of any Nationalised Bank or a Scheduled Commercial bank, as the case may be, acceptable to the Board and shall remain valid till the anticipated period of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Board by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Board, the Bank has extended the validity of the Guarantee.
 - vii. The amount of advance shall be recoverable from the contractor's bills or any other dues, progressively with the consumption of the materials on the basis of quantity consumed. Consequent on full recovery of the advance the Indemnity Bond / Bank Guarantee, vide sub-clause (v) & (vi) above, shall be returned to the Contractor duly discharged by the Engineer on behalf of the Board.
- 6.7. No Certificate of the Engineer or his Representative shall protect the Contractor against or prevent the Board from obtaining repayment from the Contractor, in case the Engineer or his Representative should over certify for payment or the Board should over-pay the Contractor on any account.
- 6.8. No claim for interest shall be admissible to the Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Board, owing to dispute or otherwise or for any delay on the part of the Board in making interim or final payment or otherwise.

7. VARIATION AND ITS VALUATION:

- 7.1. The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfillment of his obligation under the contract.
- 7.2. The Engineer shall have the power to order the Contractor in writing to make any variation of the Quantity, quantity or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows:
- a) Increase or decrease the quantity of any work included in the contract.
 - b) Omit any work included in the contract.
 - c) Change the Character or quality or kind of any work included in the contract.
 - d) Change the levels, lines, position and dimensions of any part of the work, and
 - e) Execute extra and additional work of any kind necessary for completion of the works.
- 7.3. No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly.

- 7.4. Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work up to 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer's subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause.
- 7.5. a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer.
- b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.
- c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra additional or substituted work, then the Engineer may decided the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Board with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.
- d) If the nature or amount of any omission or addition relative to the nature or amount of the whole of the contract work or to any part thereof shall be such that, in the opinion of the Engineer, the rate of prices contained in the contract for any item of the works or the rate as evaluated under sub-clauses (b) and (c) of this clause, is by reason of such omission or addition rendered unreasonable or in-applicable the Engineer shall fix such other rate or price as he deems proper and the Engineer's decision shall be final, binding and conclusive.

8. DELAY/EXTENSION OF COMPLETION TIME/LIQUIDATED DAMAGE/TERMINATION OF CONTRACT

- 8.1. Should the quantum of extra or additional work of any kind or delayed availability of the Board' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotions or other special circumstances of any kind beyond the control of the Contractor cause delay in completing the work, the contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work, with or without the imposition of "Liquidated Damaged" Clause (No.8.3 hereof) on the Contractor and his decision shall be binding on the contractor. If an extension of completion time is granted by the Engineer, the clause No.8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communication by the Engineer, as aforesaid.
- 8.2. a) If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the contractor shall pay as compensation (Liquidated Damage) to the Board and not as a penalty, ½ % (half percent) of the total value of work (contract price) as mentioned in the latter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% the said value of work.
- b) Without prejudice to any of their legal rights, the Board shall have the power to recover the said amount of compensation / damage in Sub-Clause (a) of this clause, from any money⁶ due or likely to become due to the contractor. The payment or deduction of such compensation / damage shall

not relieve the Contractor from his obligation to complete the work or from any of his other obligations / liabilities under the contract and in case of the Contractor's failure and at the absolute discretion of the Engineer, the work may be ordered to be completed by some other agency at the risk and expense of the Contractor, after a minimum three days notice in writing has been given to the contractor by the Engineer or his Representative.

8.3. Without being liable for any compensation to the Contractor, the Board may, in their absolute discretion, terminate the contract due to occurrence of any of the following reasons and decision of the Board in this respect, as communicated by the Engineer shall be final and conclusive:

- (i) The Contractor has abandoned the contract.
- (ii) In the opinion of the Engineer, either the performance of the Contractor is not satisfactory or the work is not getting completed within the agreed period on account of Contractor's lapses.
- (iii) The Contractor has failed to commence the work or has without any lawful excuse under these conditions, has kept the work suspended despite receiving the Engineer's or his Representative's written notice to proceed with the work.
- (iv) The Contractor has failed to remove materials from site after receiving from the Engineer or his Representative the written notice stating that the said materials or work are rejected by him.
- (v) 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.
- (vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representative of the Board or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
- (vii) The Contractor is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsorily or voluntarily.

8.3.1 Upon receipt of the letter of termination of work, which may be issued by the Engineer on behalf of the Board, the Contractor shall hand over all the Board's tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 days of receipt of such letter.

8.3.2 In all such cases of Termination of work, the Board shall have the power to complete the Work through any other agency of 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.

8.3.3 Upon termination of contract, the contractor shall be entitled to receive payment of only 90% of the value of the work actually done or materials actually supplied by him and subject to recoveries as per contracts, provided the work done and materials conform to specifications at the time of taking over by the Board. The payment for work shall be based on measurements of actual work done and priced at approved contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall in no case be more than market rates prevailing at the time of taking over by the Board. The Engineer's decision in all such case shall be final, binding and conclusive.

8.3.4 The Board shall have the power to retain all moneys due to the Contractor until the work is completed by other agency and the Contractor's Liabilities to the Board and known in all respect.

9. MAINTENANCE AND REFUND OF SECURITY DEPOSIT

- 9.1. On completion of execution of the work the contractor shall maintain the same for a period, as may be specified in the form of a Special Condition of the Contract, from the date mentioned in the initial Completion Certificate in the Form G.C.1. Any defect / fault, which may appear in the work during aforesaid maintenance period, arising, in the sole opinion of the Engineer or his Representative, from materials or workmanship not in accordance with the contract or the instruction of the Engineer or his Representative, shall, upon the written notice of the Engineer or his Representative, be amended and made good by the Contractor at his own cost within seven days of the date of such notice, to the satisfaction of the Engineer or his Representative, failing which the Engineer or his Representative shall have the defects amended and made good through other agency at the Contractor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in manner deemed suitable by the Engineer.
- 9.2. The Contract shall not be considered completed and the work shall not be treated as finally accepted by the Board, until a final Completion Certificate in Form G.C. 2 annexed hereto shall have been signed and issued by the Engineer to the contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working or using thereof by the Board shall not relieve the Contractor of his obligations under the contract for full and final completion of the work.
- 9.3. On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by submitting to the Engineer (i) The Treasury Receipts granted for the amount of Security held by the Board, and (ii) his "No further claim" Certificate in Form G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in Form G.C.2 and within two months of the Engineer's recommendation, the Board shall refund the balance due against the Security Deposit to the Contractor, after making deduction there from in respect of any sum due to the Board from the Contractor.

10. INTERPRETATION OF CONTRACT DOCUMENTS , DISPUTES & ARBITRATION

- 10.1. In all disputes, matters , claims , demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications and Instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the work 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.
- 10.2. If, the Contractor be dissatisfied with any such decision of the Engineer, he shall within 15 days after receiving notice of such decision require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.
- 10.3. If, however, the contractor be still dissatisfied with the decision of the Chairman , he shall, within 15 days after receiving notice of such decision required that within 60 days from his written notice , the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Board for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act, 1940 or any statutory modification thereof.
- 10.3.1 If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which it was left by his predecessor.

- 10.3.2 The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.
- 10.3.3 The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties.
- 10.3.4 The Venue of the arbitration shall be Kolkata or as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference to cost of any incidental to the reference and award respectively shall be in discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid.
- 10.3.5 The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reason for the award.
- 10.3.6 The Arbitrator shall consider the claims of all the parties to the contract within only the parameters of scope and conditions of the contract in question.
- 10.3.7 Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made there under, for the time being in force, shall apply to the arbitration proceedings under this Clause.
- 10.4. The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decisions. The Engineer also shall not withhold any payment, which, according to him, is due or payable to the Contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.
- 10.5. Provided always as follows :
- (a) Nothing of the provisions in paragraphs 10.3 to 10.3.7 hereinabove would apply in the case of contracts, where tendered amount appearing in the letter of acceptance of the tender/offer is less than Rs.40,00,000/-.
- (b) The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.
- (c) Contractor's dispute, if any, arising only during the maintenance period stipulated in the contract, must be submitted to the Engineer, with detailed justifications in the context of contract Conditions, before the final completion of the work.
- No dispute or difference on any matter whatsoever, pertaining to the contract can be raised by the contractor after the completion of the work.
- (d) Contractor's claim / dispute raised beyond the time limits prescribed in sub-clauses 10.5(b) and 10.5(c) hereinabove, shall not be entertained by the Engineer and / or by any Arbitrator, subsequently.
- (e) The Chairman / Board shall have the right to alter the panel of Arbitrators on their sole discretion, by adding the names of new Arbitrators and / or by deleting the names of existing Arbitrators, without any reference to the Contractor.

THE BOARD OF BOARD FOR THE PORT OF KOLKATA

FORM OF AGREEMENT

THIS AGREEMENT made thisday of.....200.....between the Board of Major Port Authority of Syama Prasad Mookerjee Port, Kolkata, a body corporate - duly constituted under the Major port Authority Act, 2021), (hereinafter called "Board" which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and(hereinafter called " the Contractor ", which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part.

WHEREAS the Board are desirous that certain works should be executed / constructed , viz.and have accepted a Tender / Offer by the Contractor for the execution and maintenance of such 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 General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.
 - (a) The said Tender / Offer & the acceptance of the Tender / Offer
 - (b) The General Conditions of Contract
 - (c) The Special Conditions of Contract
 - (d) The Conditions of Tender
 - (e) The Technical Specifications
 - (f) The Schedule of Rates
 - (g) The Terms of Payment
 - (h) All correspondence by which, the contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Board to the Contractor as hereinafter mentioned , the Contractor hereby covenant with the Board to execute and maintain the work in conformity in all respects with the provisions of the contract.

4. The Board hereby covenants to pay to the Contractor, in consideration of such execution and maintenance of the Work, the Contract Prices at the times and in the manner prescribed by the Contract.

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

The Seal of.....
.....

Was hereunto affixed in the presence of:

Name
Address
.....

Or

SIGNED, SEALED AND DELIVERED

by the said

In the presence of:

Name

Address:

.....

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

Name.....

Address:

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

FORM G.C.1

Contract
Address

Date of Completion

Dear Sir/s,

This is to certify that the following works viz.

Name of the Work.....
Estimate Number E.E.Odt
C.E.Odt
Work Order Number
Allocation
Contract Number

Which was carried out by you is in the opinion of the undersigned completing in every respect on the Day of20..... in accordance with clause 62 of the General Conditions of Contract and under the provisions of the Contract for a period of Days /weeks / months / years.

From the day of 20
of the day of 20

Signature (.....)
(Engineer / Engineer's Representative)

Name.....

Designation.....

Office Seal

c.c. to The Deputy Chief Engineer ()
The Deputy Manager ()
Financial Adviser & Chief Accounts Officer/
Manager (Finance), Haldia Dock Complex.

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

FORM G.C.2

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

CERTIFICATE OF FINAL COMPLETION

This is to certify that the following works viz.

Name of Work
Estimate No. E.E.O. No. dt
 C.E.O. No dt
Work Order No dt
Contract No
Resoln. No & Meeting No
Allocation

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

Signature (.....)
(Engineer / Engineer's Representative)

Name.....

Designation.....

Office Seal

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

FORM G.C.3

(‘No Claim’ Certificate From Contractor)

The Engineer
Syama Prasad Mookerjee Port, Kolkata
Kolkata / Haldia

(Attn)

(Address, the Board’ Official, mentioned in
the work Order and under whom the Contract
was executed)

Dear Sir,

I/We do hereby declare that I/We have received full and final payment from Syama Prasad Mookerjee Port, Kolkata for the execution of the following work, viz.

Name of Work

Work Order No dt

Contract Nodt.....

Agreement Nodt.....and I/We have no further claim against Syama Prasad Mookerjee Port, Kolkata in respect of the above mentioned job.

Yours faithfully,

(Signature of Contractor)

Date

Name of Contractor

Address

.....

(Official Seal of the Contractor)

DRAFT PROFORMA OF BANK GUARANTEE (SECURITY DEPOSIT/ PERFORMANCE GUARANTEE) IN LIEU OF CASH SECURITY DEPOSIT

[To be submitted on Non-judicial Stamp Paper of worth not less than ₹ 50.00]

**To The Board of Major Port Authority,
for Syama Prasad Mookerjee Port, Kolkata (SMPK).**

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

Name of Issuing Bank.....

Name of Branch.....

Address.....

In consideration of the **Board of Major Port Authority for Syama Prasad Mookerjee Port, Kolkata (SMPK)**, a body corporate – duly constituted under the Major Port Authorities Act, 2021 [Act 3. (1)], (hereinafter referred to as “**The Board**” or “**SMPK**”) having awarded to Shri / Messrs, a Proprietary/ Partnership/Limited / Registered Company, having its Registered Office at (hereinafter referred to as "**The Contractor**", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), a **CONTRACT** by issue of SMPK’s Work Order/LOI/LOA No. dated for “**Deployment, Operation and Maintaining of equipment for container handling operations in Kolkata Dock System (KDS), Syama Prasad Mookerjee Port, Kolkata for a period of 5 years**” against Tender vide NIT No. **SMP/KDS/Mech/C/ADV/661 dated 15.01.2024** (hereinafter referred to as “**the said contract**”) and the Contractor having agreed to provide a **BANK GUARANTEE** from a Nationalized / Scheduled Bank of India, in prescribed format for ₹..... (Indian Rupees) only, for the faithful and satisfactory performance of the entire Contract.

We, Bank,..... Branch, Kolkata/Haldia, do, on the advice of the Contractor, hereby undertake to indemnify and keep indemnified the Board to the extent of the said sum of ₹..... (Indian Rupees) only.

We, Bank,..... Branch, Kolkata ... /Haldia, further agree that if a written demand is made by the Board through any of its officials for honouring the Bank Guarantee constituted by these presents, we,..... Branch, Kolkata/Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to SMPK within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of " Syama Prasad Mookerjee Port, Kolkata ", without any demur. Even if there be any dispute between the Contractor and Board, this would be no ground for us, (Name of Bank), Branch, Kolkata/Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that we, Branch, Kolkata..... /Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid, shall constitute sufficient reason for SMPK to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the Contractor.

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

2. We,..... Bank, Branch, Kolkata/Haldia, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said Contract by the Contractor and that it shall continue to be enforceable till all the dues of 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 certify that the terms and conditions of the said Contract have been fully and properly observed/fulfilled by the Contractor and accordingly, the Board have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive ofday of..... ..202.....and subject all so that the provision that the Board shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto.....or any extension thereof made by us,Branch, Kolkata..... /Haldia, in further extending the said validity period of this Bank Guarantee on Non-judicial Stamp Paper of appropriate value, as required / determined by SMPK, only on a written request by SMPK to the Contractor for such extension of validity of this Bank Guarantee.

3. We, .. Bank, .. Branch, Kolkata .. /Haldia, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Board shall have the fullest liberty to vary from time to time any of the terms and conditions of 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 against the Contractor and to forebear or enforce any of terms and conditions relating to the said Contract and We, .. Bank, .. Branch, Kolkata... /Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractor or for any forbearance act or commission on the part of SMPK or any indulgence by 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, Kolkata ... /Haldia.

4. We, Bank,..... Branch, Kolkata ... /Haldia do also agree that SMPK at their option shall be entitled to enforce this Guarantee against us Branch, Kolkata ... /Haldia as principal debtor in the first instance without producing against the Contractor and notwithstanding any security or other guarantee that SMPK may have in relation to the Contractor's liabilities.

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

6. Notwithstanding anything to the contrary contained herein:

(a) Our liability under this Guarantee shall not exceed ₹.....(Indian Rupees:.....)

(b) This bank Guarantee shall be valid up to(expiry date)

Deployment, Operation and Maintaining of equipment for container handling operations in Kolkata Dock System (KDS), Syama Prasad Mookerjee Port, Kolkata for a period of 5 years

(c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before..... (last date of claim).

SIGNATURE... ..

NAME.....

DESIGNATION.....

(Duly constituted attorney for and on behalf of)

BANK.

BRANCH.....

KOLKATA... .. /HALDIA

Mobile No.:

E-mail ID:

(OFFICIAL SEAL OF THE BANK)

Note : In case of Bank Guarantee is submitted from a Branch of a Nationalized / Scheduled Bank of India, other than Kolkata / Haldia Branch, the same should be routed through any Kolkata / Haldia Branch of the said Nationalized / Scheduled Bank in India and such Branch shall confirm the same and standby for all the commitments under the Bank Guarantee. In all cases, any dispute regarding Bank Guarantee will be adjudicated under the jurisdiction of Calcutta High Court.