



Supply, manning, operation and maintenance of two tugs of 40 Ton Bollard Pull (ASD/SRP/VOITH) or more of RSV Type-4/India Coastal vessel for Haldia Dock Complex for a period of Seven years.

Tender No. :- GMM/436/HIRE/TUG/222

ISSUED BY

**GENERAL MANAGER, MARINE
HALDIA DOCK COMPLEX
HALDIA-721607
INDIA**

**E-mail : a.ghosh@kolkataporttrust.gov.in /
gm-marine@kolkataporttrust.gov.in**

Website : <https://smpportkolkata.shipping.gov.in>

May – 2024

(I) SHORT E-TENDER NOTICE**Tender No.: - GMM/436/HIRE/TUG/222**

हल्दिया डॉक कॉम्प्लेक्स में सात वर्षों की अवधि के लिए दो 40 टन बोलाई पुल (ASD/SRP/VOITH) या उससे अधिक की RSV Type-4/Indian Coastal Vessel की आपूर्ति, मैनिंग, संचालन और रखरखाव के लिए ऑनलाइन ई-निविदाएं आमंत्रित की जाती हैं।

Online e-tenders are invited for Supply, manning, operation and maintenance of two tugs of 40 Ton Bollard Pull (ASD/SRP/VOITH) or more of RSV Type-4/Indian Coastal Vessel for Haldia Dock Complex for a period of SEVEN years.

Estimated Cost:	Rs 43,89,49,000/- plus GST.(Charter hire charges for one tug for 07 years)
	Rs 87,78,98,000/- plus GST.(Charter hire charges for Two tugs for 07 years)

बोली पूर्व बैठक की तिथि: 16/05/2024 को 1130 बजे जीएम मरीन के कार्यालय में, जवाहर टॉवर, हल्दिया डॉक कॉम्प्लेक्स, हल्दिया, पुरबा मेदिनीपुर -721607 (पश्चिम बंगाल)।

Date of Pre-Bid meeting: 16/05/2024 at 1130 Hrs. onwards at the Office of GM(Marine), Jawahar Tower, Haldia Dock Complex, Haldia, Purba Medinipur- 721607 (West Bengal).

इसके अलावा, बोलीदाता गूगल मीट लिंक से वीडियो कॉन्फ्रेंस के माध्यम से भी बैठक में शामिल हो सकते हैं।

Further, bidders may also join the meeting via Video conference through link as below:

Video Conference Link: meet.google.com/xaq-cmct-rwg

ईनिविदा ऑनलाइन जमा करने की अंतिम तिथि और समय:- At 1500 Hrs on 15/07/2024

Closing date & time of online submission of e-tender: At 1500 Hrs on 15/07/2024

बोली दस्तावेज़ रेलटेल पोर्टल (<https://kopt.enivida.in>) और SMPK वेबसाइट (<https://smporkolkata.shipping.gov.in>) से देखा जा सकता है। शुद्धिपत्र या स्पष्टीकरण, यदि कोई हो, उपर्युक्त वेबसाइट पर डाला जाएगा।

Bid Document may be seen from the RailTel Portal (<https://kopt.enivida.in>) and SMPK website (<https://smporkolkata.shipping.gov.in>). Corrigenda or clarifications, if any, shall be hoisted on the above-mentioned website.

(कैप्टन अ. घोष)
महाप्रबंधक (समुद्री)- प्रभारी
हल्दिया गोदी परिसर

(II). SCHEDULE OF TENDER (SOT)

A. Name of Work	Supply, manning, operation and maintenance of Two tugs of 40 Ton Bollard Pull (ASD/SRP/VOITH) or more of RSV Type-4/Indian Coastal Vessel for Haldia Dock Complex for a period of Seven years.
B. Tender No.	GMM/436/HIRE/TUG/222
C. Period of Charter Hire	07 (Seven) Years.
D. Mode of tender	e-Procurement System (Online through RailTel Portal (https://kopt.enivida.in)). The intending bidders are required to submit their offerselectronically through e-tendering portal. No physical tender is acceptable by Haldia Dock Complex, Haldia.
E. Estimated value of Tender	1. INR 43,89,49,000/- plus GST. (Charter hire charge for one tug for 07 years) 2. INR 87,78,98,000/- plus GST. (Charter hire charge for Two tugs for 07 years)
F. Date of NIT available to parties	03/05/2024
G. Offline & Online Pre-bid Meeting date & Time	16/05/2024 at 1130 Hours at the Office of GM (Marine), Jawahar Tower, Haldia. Further, bidders may also join the meeting via Video conference through link below: <u>meet.google.com/xaq-cmct-rwg</u>
H. Earnest Money Deposit	The intending bidders must deposit the following EMD amount to Haldia Dock Complex, based on the number of Tugs they are quoting for: - Rs 53,89,490 /- for 1 Tug. Rs. 97,78,980/- for 2 Tugs. The intending bidders must deposit EMD amount to Haldia Dock Complex, through DD/Banker Cheque. In case of DD/Bankers Cheque the same shall be in favor of Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex drawn on any Scheduled/Nationalized Bank payable at Haldia. Earnest Money Deposit (EMD) may also be deposited in the form of an irrevocable and unconditional Bank Guarantee [as per the format enclosed in NIT], from any Kolkata/Haldia Branch of a Nationalized/Scheduled Bank of India. In such case an amount of Rs. 10.00 lakhs (Ten Lakhs) to be deposited through Demand Draft/Banker Cheque and the balance amount can be submitted in form of

	<p>BG.</p> <p>The original Bank Guarantee (if applicable) and original Demand Draft/Bankers cheque as applicable should reach the office of General Manager (Marine), 3rd floor Annex building, Jawahar Tower, Haldia Dock Complex, Haldia, PIN 721607 within the due date and time mentioned in Schedule of Tender (SOT).</p> <p>The EMBG should be kept valid and enforceable till a date, covering at least 3 (three) months beyond the date of expiry of the validity period of the bid. In case a bidder agrees to any extension of the bid validity period, asked by HDC, the validity of the corresponding EMBG shall have to be extended till a date, covering at least 3 (three) months beyond the date of expiry of such extended bid validity period.</p> <p>In all cases, any dispute regarding Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court.</p> <p>Mode of Submission: Physical document as applicable.</p> <p>Scanned copy of such EMBG/DD/Bankers Cheque as applicable must also be uploaded by the bidders, along with the Pre-qualification & Techno-commercial Bid.</p> <p>In case the aforesaid EMD is not deposited by the Bidder, the respective bid will be summarily rejected, treating the same as non-responsive excepting in case of Micro & Small Enterprises (MSEs) with valid supporting document.</p> <p>A detail of the bank account is appended here under. Beneficiary name: Syama Prasad Mookerjee Port, Kolkata, Haldia DockComplex. Account Number: 1604050000064 Account Type: Current Bank Name: Punjab National Bank (Formerly United Bank of India) Branch Name: Haldia Dock Complex Branch IFS Code: PUNB0160420</p>
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<p>I. Bid Document fee</p>	<p>The intending bidders should also submit Rs. 5,900/- (Rupees Five Thousand Nine Hundred only) including GST as Bid document Fee (non-refundable), to Haldia Dock Complex, through DD/Banker Cheque.</p> <p>In case of DD/Bankers Cheque, the same shall be in favour of Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex drawn on any Scheduled/Nationalized Bank payable at Haldia. The original DD/Banker's Cheque should be physically deposited at the office of Tendering Authority (i.e General Manager Marine), 3rd floor Annex building, Jawahar Tower, Haldia Dock Complex, Haldia, PIN 721607, separately in a single sealed envelope, mentioning Tender no. with proper marking.</p> <p>In case the aforesaid Bid Document fee [non- refundable] is not deposited by the Bidder, the respective bid will be summarily rejected, treating the same as non-responsive excepting in case of Micro & Small Enterprises (MSEs) with valid supporting document.</p> <p>Mode of Submission: Physical document as applicable.</p> <p>Scanned copy of such DD/Bankers Cheque as applicable must be uploaded by the bidders, along with the Pre-qualification & Techno-commercial Bid.</p>
<p>J. Transaction fee for bidding in Railtel Portal.</p>	<p>RailTel Tender Processing Fee & Registration Charges (Non-refundable)</p> <p>a) Mode of Payment: - E-payment only through Debit /Credit Card or Net Banking.</p> <p>b) Tender Processing Fees: Rs. 8850.00 (Rupees eight thousand eight hundred fifty only) including GST.</p> <p>c) Registration Charges: Rs 2,000/- + Applicable GST per Year.</p> <p>Note:</p> <p>1. The bidders, who are not yet to be registered with RailTel, are advised to get themselves registered with RailTel, at least 72 (seventy two) hours prior to bid submission.</p> <p>2. Bidders are required to ensure that their corporate email id provided is valid and updated at the stage of registration of vendor with RailTel's e-Nivida Portal [https://kopt.enivida.in] (i.e. Service Provider).</p>
<p>K. Date of uploading of Replies to Pre-bid Queries on Railtel Portal.</p>	<p>Up to 17:00 hours on 24/05/2024.</p>
<p>L. Date of submission of EMD and Bid Document Fee to the office tendering authority of HDC, SMPK.</p>	<p>Up to 15:00 hours on 16/07/2024.</p>
<p>M. Date of closing of online e- tender for submission of Techno-Commercial Bid & Price Bid.</p>	<p>At 15:00 hours on 15/07/2024.</p>
<p>N. Date & time of opening of Part-I (i.e. Techno- Commercial Bid).</p>	<p>After 15:30 hours on 16/07/2024.</p>

The date of opening of Part-II i.e price bid shall be informed separately.	
O. Tendering authority of HDC, SMPK	GENERAL MANAGER, MARINE HALDIA DOCK COMPLEX HALDIA-721607

Note: In case there is an unscheduled Holiday/Bandh/Strike on the prescribed last date of opening, the next working day will be treated as the scheduled prescribed day for the same.

(Capt. A. Ghosh)
General Manager (Marine)-I/c

SYAMA PRASAD MOOKERJEE PORT**HALDIA DOCK COMPLEX****(III). NOTICE INVITING E-TENDER****(Tender No. GMM/436/HIRE/TUG/222)**

E-Tenders, under two-part system [Part I: Pre-qualification & Techno- commercial Bid and Part II: Price Bid] are invited on behalf of Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port, Kolkata (SMPK), from reputed, bonafide and resourceful Fleet owners / Fleet Managers / Operators, fulfilling the “Prequalification criteria (PQC)” and complying with the “Test of responsiveness” for the work of “Supply, manning, operation and maintenance of two tugs of 40 Ton Bollard Pull (ASD/SRP/VOITH) or more of RSV Type-4/Indian Coastal Vessel for Haldia Dock Complex for a period of SEVEN years.”

3.1 Pre-Qualification Criteria (PQC):**3.1.1 Pre-Qualification Criteria (PQC) for bidders quoting for one tug only:**

- i. The average annual financial turnover of the bidder, during the last three (3) years, ending 31st March, 2023, must be at least Rs 1,88,12,100/-. Auditor’s Report of the bidding firm, certified by Chartered Accountant (CA), mentioning UDIN (Unique Document Identification Number), for the years 2020-21, 2021-22 and 2022-23 including relevant Audited Balance Sheets and Profit & Loss Accounts, has to be submitted with the bid.

Note: The bidder must upload the scanned copies of Annual Financial Turnover Statement (certified by CA) for the years 2020-21, 2021-22 and 2022-23 along with Balance Sheets and Profit & Loss Accounts. In case a bidder is unable to submit audited accounts of financial year 2022-23, due to non-completion of audit or for any other reason, he is allowed to submit a certificate of Turnover (indicating UDIN) issued by the Statutory Auditor of the company/firm for the financial year 2022-23.

- ii. The firm must have experience of having successfully completed “similar works” (defined below) during the last 7 (seven) years up to 30th April, 2024 which should be in the following manner in the case of bidders who intend to bid for one tug: -
 - a) 3 (three) similar completed works costing not less than Rs 2,50,82,800/- each;
or
 - b) 2 (two) similar completed works costing not less than Rs. 3,13,53,500/- each;
or
 - c) 1 (one) similar completed work costing not less than Rs. 5, 01, 65,600/-.

3.1.2 Pre-Qualification Criteria (PQC) for bidders quoting for Two tugs:

- i. The average annual financial turnover of the bidder, during the last three (3) years, ending 31st March, 2023, must be at least Rs 3,76,24,200/-. Auditor’s Report of the bidding firm, certified by Chartered Accountant (CA), mentioning UDIN (Unique Document Identification Number), for the years 2020-21, 2021-22 and 2022-23 including relevant Audited Balance Sheets and Profit & Loss Accounts, has to be submitted with the bid.

Note: The bidder must upload the scanned copies of Annual Financial Turnover Statement (certified by CA) for the years 2020-21, 2021-22 and 2022-23 along with Balance Sheets and Profit & Loss Accounts. In case a bidder is unable to submit audited

accounts of financial year 2022-23, due to non-completion of audit or for any other reason, he is allowed to submit a certificate of Turnover (indicating UDIN) issued by the Statutory Auditor of the company/firm for the financial year 2022-23.

- ii. The firm must have experience of having successfully completed “similar works” during the last 7 (seven) years up to 30th April, 2024 which should be in the following manner:
- a. 3 (Three) similar completed works costing not less than Rs 5,01,65,600/- each;
or
 - b. 2 (Two) similar completed works costing not less than Rs 6,27,07,000 each;
or
 - c. 1 (One) similar completed work costing not less than Rs 10,03,31,200/-.

The term “**similar works**” means –
Providing/operating, manning and maintenance of IV / RSV / MS class tugs / launches / dredgers / any other vessels with manpower.

Note: Work order / Agreement / LoI for similar works and successful work completion certificates from clients clearly indicating Work order / Agreement / LoI Number, the period of contract, Actual Payment made for the contract/ works concerned has to be submitted along with the bid.

In case of ongoing contracts, the tenderer shall submit satisfactory performance certificate from the Employer for the completed period of the contract, which qualifies him.

3.2 TEST FOR RESPONSIVENESS

The tenders are to be submitted online in two parts i.e. Part-I & Part-II.

Part-I should constitute the Technical Bid and Terms and Conditions of offer and Part-II should constitute only the Price Bid without any deviation and condition.

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

1. Brief particulars of the firm.
2. Copy of the document relating to details of Similar Works previously carried out by the firm with value & period of each work.
3. Copies of Work Order / Agreement / LoI and Work Execution Certificate of having successfully completed works/ contracts in support of their claim of work experience.

Note: The work execution certificate must contain the following information such as i) Work order / Agreement / LoI number ii) Period of Contract iii) Actual Payment made for the contract/ works concerned.

4. Copies of the Audited Balance Sheet and Profit and Loss Account for last 3 years (i.e., 2020-21, 2021-22 and 2022-23)
5. Copy of document against payment of Earnest money Deposit submitted through DD/Banker Cheque/BG as applicable. In case of DD/Banker Cheque/BG as applicable, the original should be physically deposited at the office of Tendering Authority (General Manager Marine), 3rd floor Jawahar Tower, Haldia Dock Complex, Haldia, PIN 721607, separately in a single sealed envelope, mentioning Tender no. with proper marking within due date SOT.
6. Copy of document against payment of Bid Document fee submitted through DD/Banker Cheque In case of DD/Bankers Cheque, the original should be physically deposited at the office of Tendering Authority (General Manager Marine), 3rd floor Jawahar Tower, Haldia Dock

Complex, Haldia, PIN 721607, separately in a single sealed envelope, mentioning Tender no. with proper marking within due date as per SOT.

7. A separate letter addressing to General Manager, Marine, Haldia Dock Complex confirming that the tenderer has accepted all terms and conditions laid down in the Bid document.
8. Signed blank copy of Price Bid format.
9. A declaration that the firms / group of companies / consortium have not been debarred / de-listed by any Govt. / Quasi-Govt. / Public Sector Undertakings.
10. Completed relevant formats in case of JV/ Consortium.
11. Documents related to Provident Fund Registration as applicable.
12. A declaration from the bidder that he or she will not be associated with any other bidding firms or company for this particular tender.
13. Copy of the Memorandum & Article of Association in case of Limited Company.
14. Copy of the Partnership Deed in case of Partnership Firm.
15. All relevant form and formats duly filled in as given at Annexures.
16. Letter of authority/Power of attorney if any.
17. Document related to registration under GST Authority issued by GoI.
18. Filled up "Form of Tender" as per enclosed proforma.
19. Managerial & Supervising set up which will be used for carrying out the scheduled works and acting liaison with HDC, SMPK representatives. Total number of officers & staff (with certification/qualification) to be deployed for carrying out the smooth operation.
20. Documents related to ESI as applicable. In case the firm is not covered under ESI Act or exempted, they should furnish an Affidavit affirmed before a 1st Class Judicial Magistrate in a Non-Judicial Stamp Paper of worth at least Rs.50/- to that effect as per enclosed SMPK approved format.
21. Tenderer must indemnify SMPK against all damages and accidents occurring to their staff in a Non-Judicial Stamp Paper worth at least Rs.50/- as per enclosed format.
22. The contractor shall submit an undertaking that the offered Tug is free from all encumbrances and lien. However, encumbrances/lien of financier are accepted.
23. Complete and signed copy of enclosed "Integrity Pact" as per enclosed format.
24. A Technical description of the Tug(s) to be submitted in the format given in Annexure VII and the same to be enclosed in Part-I (Technical and Commercial aspects) of the offer. The bidder will submit following certificates/documents for the offered tug for hire along with the Techno-commercial offer.
 - i. Certificate of Registry,
 - ii. Certificate of class,
 - iii. Indian Coastal Vessel Safety Certificate/Indian River-Sea Vessel Safety Certificate or Cargo Ship Safety Radio Certificate, Cargo Ship Equipment certificate, Cargo Ship Construction Certificate as applicable,
 - iv. Minimum Safe Manning Document,
 - v. GA Plan of tug,
 - vi. Bollard Pull Certificate (Not less than 40 Ton),
 - vii. Shop Test Record of Main Engines.
25. Photo Copy of PAN Card and details of ECS like (i) Name of the Bank with Code No. (ii) Address, (iii) A/C No., (iv) Name of the Branch with MICR Code/IFSC Code.
26. Valid Professional Tax Clearance Certificate/upto date tax payment challan.
27. Self-declaration of compliance of Contract Labour Regulation Abolition Act (1970), Workmen Compensation Act and Minimum wage act.
28. **UNDERTAKING:**
The bidder shall submit following unconditional undertaking while submitting the bid

“We have fully read and understood the entire Tender Document, GCC of SMPA and Addenda, if and will comply to the said document, GCC and Addenda.”

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

29. Bidder shall submit during techno-commercial stage Bollard Pull Test Certificate issued by IACS approved Classification society showing that the Bollard Pull of the Tug is 40T or more. However, at the time of deployment successful bidder will have to provide a Bollard Pull Test certificate for a minimum 40 Ton Sustained Bollard Pull at 90% MCR issued by IACS approved Classification society not more than 6 months old.

Further, the bidder has to declare the following in Non-Judicial Stamp paper of Rs 50/- along with their offer.

“I,on Behalf of M/sdeclare that M/s will submit a Bollard Certificate for a minimum 40 Ton Sustained Bollard Pull at 90% MCR issued by IACS approved Classification Society not more than 6 months old at the time of deployment of the Tug failing which action as deemed fit by HDC, SMPK will be taken against us.”

30. Ownership:

(i) Tenderer shall possess tug of 40 tonne (min.) bollard pull by absolute ownership/ Despondent ownership/ Charter lease/ MoU/MoA. The minimum parameters required of the tug should be as per the tender as mentioned herein below. The bidder shall submit documents in support of the suitability as indicated. If the tenderer is in possession of lease or charter of hire of tugs, then irrevocable lease/charter agreement duly stamped as per Indian Stamp Act 1958 and notarized, should be submitted along with the offer by tenderer.

(ii) Where the bidder does not possess the tug, he should have entered into an agreement with the owner of the tug for purchasing/leasing of the tug which he intends to deploy to SMPK for the duration of the contract, and shall submit valid documents (self-attested) to prove the same.

(iii) In case of an under-construction tug, the bidder has to submit the documents related to ownership, Class approved drawings, Construction Schedule and other relevant documents as applicable. Further, a declaration should be submitted that the tug shall meet all the tender specifications and to be built as per ASTDS guidelines.

31. The contractor should submit TDS certificate including 26AS to validate the legitimacy of the work Completion certificate/s submitted as credential.

Note: The tenderer should submit a self-declaration describing as to which document is not submitted and the reason behind the same.

The contractor shall submit the documents as per the Check List above (Clause 3.2) at the time of submission of the bid online. However, the bids will be summarily rejected without any reference to the bidder if the documents mentioned against 3.2.2, 3.2.3, 3.2.4, 3.2.5 and 3.2.6 are not submitted with the bid.

All the documents mentioned above should be signed and stamped during the submission of the bid.

The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny punitive action including suspension and banning of business can also be taken against defaulting bidder(s).

Part-II (Price Bid), price shall be quoted online as per the format without any condition or deviation.

Deadline for submission of Tender: The completed tender shall be submitted online within the

prescribed date as indicated in the SOT. Further, the last date of submission of the tender will not be extended under any situation.

3.3 The tug to be provided should either be

- a. built in India as per the Approved Standardized Tug Design and Specification (ASTDS) of Ministry of ports, shipping and waterways (Erstwhile Ministry of Shipping) or;
- b. Indian flagged on or before 15/01/2021.

In case none of the bidders are able to fulfill the above-mentioned criteria, then the bidders may offer an alternate tug for meeting the operational requirements of the Port, on the condition that the Tug initially offered shall be substituted with an Indian built tug as per the ASTDS not later than 18 months from the date of commencement of the charter, failing which the contract shall be terminated and the Security Deposit will be forfeited. Such defaulting parties shall thereafter be barred from participation in further tenders for chartering of any type of vessel for all Ports under the Ministry of ports, shipping and waterways (Erstwhile Ministry of Shipping).

3.4 Other Instructions:

3.4.1 E-Tenderers are invited on two Cover basis (Techno Commercial Part & Price Part) from resourceful, experienced and bonafide bidders with sound technical and financial capabilities for the above-mentioned work at Haldia Dock Complex.

3.4.2 Details of the Tender Documents and Notification of any Addendum / Corrigendum to the tender documents are available on website of Syama Prasad Mookerjee Port (<https://smporkolkata.shipping.gov.in>) and RailTel Portal (<https://kopt.enivida.in>). The bidder have to participate in bidding process through website <https://kopt.enivida.in> only. Corrigenda, Addenda, Queries & Clarifications, if any, would also be available in the aforesaid websites.

3.4.3 E-Tender Document shall neither be issued by post nor sold.

3.4.4 E-Tenderers are not permitted to alter/change/delete/modify any clause of the tender document down loaded from the website. If any deviation / discrepancy is found after submission of tender, the submitted offer will be summarily rejected.

3.4.5 Bidders shall submit the Bid Document as stipulated in the “Instructions to Bidders” of the e-tender document. Board of SMPK reserve the right to verify the submitted copies of documents / credentials with the original documents.

3.4.6 E-Tenderers will be received through <https://kopt.enivida.in> up to 03:00 p.m. on the last date of submission.

3.4.7 The E-Tender will be opened shortly after 03.30 p.m. on the stipulated date.

3.4.8 In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day.

3.4.9 It is stated here that the subject tender may not be extended further.

3.4.10 SMP, Kolkata reserves the right to reject any or all offers or to accept the offer in whole or in part without assigning any reason whatsoever thereof.

(Capt. A. Ghosh)
General Manager (Marine)

IV. Important instructions for E-procurement

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 RailTel Portal (<https://kopt.enivida.in>) before responding to this e-tender:

- Bidders Manual Kit
- Help for Contractors
- FAQ

1	<p>Process of E-tender :</p> <p>The technical bid and the commercial bid has to be submitted on-line at https://kopt.enivida.in.</p> <p>Vendors are required to register themselves online with https://kopt.enivida.in.</p> <p><u>Contact person (Haldia Dock Complex):</u></p> <p>1. Capt. A.Ghosh General Manager(Marine) Haldia Dock Complex Phone No.: 03224263303/264818/9836298699 Email: gm-marine.hdc@kolkataporttrust.gov.in a.ghosh@kolkataporttrust.gov.in</p> <p>2. Shri. P.P.Maiti Dy. Manager (Marine engineering) Email: ppmaiti.hdc@kolkataporttrust.gov.in Phone No.: 9434031280</p> <p>3. <u>Shri K.K.Singh</u> Asst. Manager E-mail: kksingh.hdc@kolkataporttrust.gov.in Phone No.: 7478007301</p> <p><u>Contact persons (RailTel Portal):</u></p> <p>1. Mr. Navneet Mishra. Mobile No.: + 91 9355030630 E-mail : eprochelpdesk.17@gmail.com</p> <p>2. Mr. Tariq Anwar Mobile No.: +91 9355030608 E-mail : eprochelpdesk.35@gmail.com</p>
2	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at https://kopt.enivida.in. Tenders will be opened electronically on specified date and time as given in the Tender.</p>
3	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>

4	Vendor with https://kopt.enivida.in . Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
5	E-tender cannot be accessed after the due date and time mentioned in NIT.
6	Bidding in e-tender: a) Vendor(s) need to submit necessary Tender fees to be eligible to bid online in the e-tender. Tender fees are non-refundable. b) The process involves Electronic Bidding for submission of Technical and Commercial Bid. c) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid. d) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else. e) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. f) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply. g) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. h) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof. i) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.
7	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
8	No deviation to the technical and commercial terms & conditions are allowed.
9	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
10	Vendors are requested to read the vendor guide and see the video in the page https://kopt.enivida.in to familiarize them with the system before bidding.
11	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
12	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
13	The bid will be evaluated based on the filled-in technical & commercial formats.
14	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, punitive action including suspension and banning of business can also be taken against defaulting bidders.
15	Necessary addendum/ corrigendum (if any) of tender would only be hosted in the e-tendering portal of Railtel and SMPK.
16	Due date of submission of tender will not be extended under any situation.

KOPT e-Nivida Special Instruction to Bidders

e-Procurement is the complete process of e-Tendering from publishing of tenders online, inviting online bids , evaluation and award of contract using the system. You may keep a watch of the tenders floated under <https://kopt.enivida.in>. The link of e-procurement portal is also given on our official portal i.e www.kolkataporttrust.gov.in/ under TENDER TAB.

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

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

GUIDELINES FOR REGISTRATION:

1. Bidders are required to enroll on the e-Procurement Portal (<https://kopt.enivida.in/bidderRegistration/newRegistration>) or click on the link "**Bidder Enrolment**" available on the home page of e-tender Portal by paying the Registration fee of Rs.2000/- +Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id enividahelpdesk@gmail.com/for activation of account.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested in, you can pay the processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay fee, tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders throughSMS / e-mail in case there is any corrigendum issued to the tender document.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Color option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Documents” available to them to upload such documents.
5. These documents may be directly submitted from the “My Documents” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click “New” to upload new documents.

SUBMISSION OF BIDS

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by SMP, Kolkata.
3. Bidder has to select the payment option as “e-payment” to pay the tender fee (transaction fee) as applicable and enter details of the instrument.
4. In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the stipulated time. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided (online) and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8. Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.

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

For any clarification in using eNivida Portal:

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

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

Phone No. 011-49606060/7278929467/8448288981

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

V. Commercial Terms & Conditions

Sl. No.	TERMS	RESPONSE
1.	Mere participation in e-tender will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.	AGREE
2.	Price Bid of techno-commercially qualified bidders shall be opened only.	AGREE
3.	<p><u>Support/ Preferential Treatment to Micro & Small Enterprises (MSEs):</u> Policies of the Government to support Micro and Small Industries (MSEs, registered as per the following sub-clauses) in comparison to non-MSE enterprises shall apply to this procurement.</p> <p><u>3.1 Registration of MSEs</u> MSEs interested in availing such benefits must enclose with their offer the Udyam Registration Certificate with the Udyam Registration Number as proof of their being registered on Udyam Registration Portal. The certificate shall be of latest but before the deadline for submission of the bid.</p> <p><u>3.2 Support to MSEs:</u></p> <p>a) Tender sets shall be provided free of cost to MSEs. b) MSEs shall be exempted from payment of Earnest Money.</p>	AGREE
4.	Due date of submission of tender will not be extended under any situation	AGREE
5.	Tenders submitted without requisite Bid Document fee and Earnest Money Deposit are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) with valid supporting document.	AGREE
6.	<p>SCOPE OF WORK:</p> <p>As per Tender Document</p>	AGREE
7.	The Terms and Conditions of Tender shall be read in conjunction with the General Conditions of Contract, Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.	AGREE

8.	The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract of HDC. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the General Manager(Marine), Haldia Dock Complex, thereon shall be final and binding upon all parties.	AGREE
9.	The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Board of SMPK General Conditions of contract is the integral part of the tender / contract.	AGREE
10.	The Board of SMPK are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.	AGREE
11.	The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court of Kolkata.	AGREE
12.	Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and submission of their bids.	AGREE
13.	Bidders shall get himself thoroughly familiarized with the site conditions and the nature of Job. Noncompliance of the same will in way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.	AGREE
14.	VALIDITY : The tender shall remain open for acceptance for a period of 180 days from the date of opening of techno-commercial bid. If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Board of SMPK and / or withdraws his tender, action as per Bid security declaration will taken against such bidders	AGREE

15.	NON- RESPONSIVE BIDDER :- The offer/tender shall be treated as non-responsive, if the bidder does not accept 180 days validity period from the date of opening of techno-commercial bid as provided in the tender or (ii) Offer / tender is submitted with any deviation from the tender terms & conditions.	AGREE
16.	Bid Document Fee and Earnest Money Deposit : As per tender document	AGREE
17.	Performance Guarantee : As per Tender document	AGREE
18.	In the event, the successful bidder fails to execute the order within the stipulated period without sufficient reasons acceptable to the Board of SMPK, the Security Deposit may be forfeited and the order may be cancelled at the option of the Board of SMPK.	AGREE
19.	PRICES: Rate to be quoted on line for items in BOQ.	AGREE
20.	Evaluated value as per scope of work will have to be quoted.	AGREE
21.	Orders may be placed on the Lowest bidder.	AGREE
22.	Price(s) quoted should remain firm over the contract period.	AGREE
23.	All taxes & duties are deemed to be included in the quoted rate except GST as applicable.	AGREE
24.	Evaluation: As per relevant clause of Tender document.	AGREE
25.	PAYMENT: As per Tender document.	AGREE
26.	The contractor will be required to commence operation as per the Contract.	AGREE
27.	Work is to be carried out as per terms & condition of the contract document.	AGREE
28.	Penalty for non-function: As per Tender document.	AGREE
29.	Penalty for Non availability of equipment: As per tender document.	AGREE
30.	Compensation (Liquidated damages for failure to supply/ delayed supply): As per Tender document	AGREE

31.	Price adjustment clause: As per Tender document.	AGREE
32.	Compensation against Termination of contract due to Force Majeure : As Per Tender	AGREE
33.	Compensation against Termination of contract due to contractor's default: As per Tender Document.	AGREE
34.	Compensation against Termination of contract due to Employer's default: As per Tender Document.	AGREE
35.	Technical capacity: As stipulated in Tender document.	AGREE
36.	Financial capacity : As stipulated in Tender document	AGREE
37.	Permits: The cost of the permits will have to be borne by the contractor.	AGREE
38.	Independent Engineer: As per Tender document.	AGREE
39.	JURISDICTION OF COURT : The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Kolkata/Haldia.	AGREE
40.	PERSONAL PROTECTIVE EQUIPMENT (PPE) : Contractor and their workmen including support staff must use PPE i.e. safety helmet etc. at the time of functioning inside the dock premise.	AGREE

VI. INSTRUCTIONS TO THE BIDDERS (ITB)

6.0 General

- 6.1** Bidders are advised to submit quotation based upon Technical Specification, Terms and Conditions, Scope of Work contained in the Bid documents and General Conditions of Contract and not to stipulate any deviation. Should it, however, become unavoidable, deviations should be suggested during pre-bid meeting. SMPK reserves the right to accept or reject the suggested deviations. No deviation from the laid down conditions of the Bid document is acceptable.
- 6.2** Bid Document shall remain the property of Haldia Dock Complex, Syama Prasad Mookerjee Port Kolkata.
- 6.3** Haldia Dock Complex, Syama Prasad Mookerjee Port Kolkata will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.
- 6.4** The work is to be done as described in Bid-document. The Bidders who needs clarifications on any specific issue shall inform the Engineer in writing well in advance of the date of pre-bid discussion at the address given in the next clause.
- 6.5** If the bidders find any discrepancy or omission in the Bid document or have any doubts as to the meaning or intent of any part thereof, they shall at once inform the Engineer, who may send a written explanation to the queries. No oral interpretation shall be made by any Bidder as to the meaning of any of the provisions of the Bid document. Every request for any interpretation shall be in writing, addressed and forwarded to the Engineer at the following address:-
- The General Manager, Marine
Haldia Dock Complex, Syama Prasad Mookerjee Port,
Jawahar Tower, P.O.: Haldia Township,
Haldia – 721604, East Medinipur (WB).
- 6.6** The bidders may please note that Haldia Dock Complex, Syama Prasad Mookerjee Port will not entertain any correspondence or queries on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Haldia Dock Complex, Syama Prasad Mookerjee Port's Offices for making such inquiries. Should Haldia Dock Complex, Syama Prasad Mookerjee Port find it necessary to seek any clarification-technical or otherwise, the concerned bidder will be duly contacted by Haldia Dock Complex, Syama Prasad Mookerjee Port.
- 6.7** Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder.
- 6.8** The Engineer will not be liable for any financial obligation in connection with the work until such time the Engineer has communicated to the successful bidder in writing his decision to entrust the work (covered by the Bid Document).

6.9 INSTRUCTION FOR FILLING BIDS

- i) The Bid, and any annotations or accompanying documentation shall be in English language only and in metric system.
- ii) The currency of the bid shall be in Indian Rupees only and all payments due to the contractor will be made in Indian Rupees.
- iii) Bidders shall clearly indicate their legal constitution and the person signing the tender shall state his capacity and also the source of his ability to bind the bidder.
- iv) The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. Haldia Dock Complex, Syama Prasad Mookerjee Port may reject outright any bid unsupported by adequate proof of the signatory's authority.
- v) The bid document shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be completed and free from ambiguity, change or interlineations.
- vi) Bidders shall set their quotations in firm figure and without any qualifications. Each figure stated should also be repeated in words and in the event of a discrepancy between the amounts stated in figure and words, the amounts quoted in words shall be deemed to be the correct amount.
- vii) Price Bids, containing any sort of qualifying expressions will be rejected.
- viii) In the event of Haldia Dock Complex, Syama Prasad Mookerjee Port intends to or awards the work against the said bid to the said bidder, and the bidder fails to commence the work in stipulated time, the Earnest Money will be forfeited.
- ix) The bidder shall be required to deposit Bid Document fee and Earnest Money as per SOT. Tender submitted without requisite Bid Document fee and Earnest Money, will be liable for rejection.
- x) Earnest money shall be released to all unsuccessful bidders as early as possible without interest. After conclusion of tender process, EMD of successful bidder will be returned without interest after submission of Security Deposit. In case the successful bidder fails to accept the contract or fails to submit the Security Deposit, his EMD will be liable for forfeiture. The tender shall provide the bank account details for refund of EMD through ECS payment mode. Wherever ECS are not available, the EMD will be refunded through cheque. All the bidders must submit a copy of their PAN Card.
- xi) Haldia Dock Complex, Syama Prasad Mookerjee Port reserves the right to ask anyone of the bidders, who has submitted his price quotations to submit a break-up of the submitted prices with adequate justification to establish for each such component. Bidders to confirm in writing in the form of Tender that, should Haldia Dock Complex, Syama Prasad Mookerjee Port deem it necessary to ask for such a break up of quoted price, they will be duty bound to do so as requested by SMPK, they shall be further duty bound to provide justification to the same, failing which or if their justification of prices are found unacceptable to SMPK, their tenders may be cancelled by Haldia Dock Complex, Syama Prasad Mookerjee Port.

- xii) General Manager, Marine or his representative may convene meeting with the bidder with seven days prior notice which the bidders will have to attend, failing which decisions of the General Manager, Marine taken unilaterally will be final and binding on the bidder.
- xiii) Haldia Dock Complex, Syama Prasad Mookerjee Port does not bind itself to accept the lowest or any offer/tender or part thereof, and reserve the right to accept or not to accept any or all of the Tenders either in whole or in part, without assigning any reason whatsoever.
- xiv) Changes in terms and conditions as enumerated in the bid document will not be valid if not notified by SMPK in writing to the bidder.

6.10 JOINT VENTURES/CONSORTIUM AND OTHER FORMS OF ASSOCIATION

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

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

join a successful JV/Consortium whose bid is accepted at a later date.

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

6.11 FURTHER CONDITIONS FOR JV/CONSORTIUM:

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

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

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

(aa) Where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

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

(ii) 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 Bidder is also a constituent of another Bidder; **OR**

(iv) Such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or

subordinated debt to any other Bidder, its Member or any Associate thereof; **OR**

(v) Such Bidder has the same legal representative for purposes of this Tender as any other Bidder; **OR**

(vi) Such Bidder, or any Associate thereof has a relationship with another Bidder, 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 other's information about, or to influence the Tender of either or each other.

(B) Bidder shall be liable for disqualification if any legal, financial or technical adviser of SMPK, Kolkata in relation to the Tender is engaged by the Bidder, 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 Bidder, 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 5 (five) years from the date of commercial operation of the contract.

Explanation: In case a Bidder is a Consortium, then the term Bidder, 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 actions shall be initiated in terms of the provision of the tender.

The Bidder(s) shall have valid documents as listed in various clauses of this tender document should submit the same in the manner as stipulated.

6.12 Technical & Financial Capability.

The bidder (whether a single entity or a consortium) must satisfy pre-qualification criteria.

6.13 Assessment of eligibility:

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

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

- iii. Experience of any activity relating to an eligible activity shall not be claimed by more than one member of a consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
- iv. The Bidder shall submit a Power of Attorney as per format given at Annexure-X, authorizing the signatory of the Bidder to submit the tender.
- v. Where the Successful Bidder is a Consortium, it shall be required to form an appropriate Special Purpose Vehicle or SPV, incorporated under the Indian Companies Act 1956, to execute the Contract Agreement and execute the contract. It shall, in addition to forming the SPV, comply with the following additional requirements:
- a) Members of the Consortium shall nominate one member as the "Lead Member" who shall have an equity share holding of at least 26% of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at **Annexure-XI**, signed by all the other members of the Consortium;
 - b) The Tender shall contain the information required for each member of the Consortium as per **Annexure-XII**
 - c) The Bidder shall include a brief description of the roles and responsibilities of individual members of the consortium, particularly with reference to technical and financial obligations, as per **Annexure-XIII**.
 - d) An individual (single entity) Bidder participating in the instant tender shall not be a member of any other Consortium participating in the instant tender; further, a member of a particular Consortium shall neither submit any tender individually nor shall be a member of any other Consortium participating in the instant tender;
 - e) Members of the Consortium shall enter into a binding Joint Bidding Agreement (JBA) (substantiated in the form specified at **Annexure-III**, 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, Kolkata in terms of the said agreement, in case the Contract is awarded to the Consortium;
 - ii. Clearly outline the proposed roles and responsibilities, if any, of each member; Commit the minimum equity stake to be held by each member;
 - iii. Commit the minimum equity stake to be held by each member;
 - iv. Commit that each of the members, whose experience will be evaluated for the purposes of this Tender, shall subscribe to 26% (twenty six percent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 2 (two) years from the date of commencement under the contract, hold equity share capital not less than 26%(twenty six per cent) of the subscribed and paid up equity share capital of the SPV;
 - v. Members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the completion of two years from the date of commencement of the contract and

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

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

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

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

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

Note: For purposes of this Tender, "Associate" means, in relation to the Bidder/Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/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.

6.14 Change in composition of the Consortium

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

- a. The reason for such change with proof, if applicable, shall be submitted along with the application. Request for change without any valid reason will not be entertained by SMPK, Kolkata.
- b. The Lead Member continues to be the Lead Member of the Consortium;
- c. (i). In case of substitution, incoming consortium member substituting the outgoing consortium member is required to meet the eligibility criteria of the tender condition at the time of substitution. (ii). In case of removal of any member without substitution, the remaining member(s) shall fulfil the pre-qualification criteria of

the tender. (iii). In case of induction of any additional member(s), documents shall have to be furnished to establish experience and financial health of the proposed additional member.

- d. The new Member(s) expressly adopt(s) the Tender already made on behalf of the Consortium as if it/they were a party to it originally, and is/are neither a Bidder/Member/Associate of any other Consortium participating in this tender nor a single entity having participated in this tender.

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

- a. At any time, a material misrepresentation is made or uncovered, **OR**
- b. The Bidder does not provide, within the time specified by SMPK, Kolkata, the supplemental information sought by SMPK, Kolkata for evaluation of the Bidder.
- c. The non-compliance of the pre-conditions as per NIT by the change in composition of a Consortium.

Note: If the Bidder is a Consortium, then the entire Consortium may be disqualified / rejected. If such disqualification / rejection occurs after the tenders have been opened and the Lowest Bidder gets disqualified / rejected, then the Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of SMPK, Kolkata, including annulment of the Tendering Process.

III. If any Bidder, after downloading the tender document, makes any modification / alteration in the Tender Document, the tender submitted by the said Bidder will be rejected outright.

VII. Special Conditions of Contract (SCC)

7.1. SECURITY DEPOSIT:

7.1.1. The successful tenderer shall have to submit Security Deposit /Performance Guarantee as per the GCC of SMPK (i.e 10% on first Rs 10,00,000/- + 7.5% on next Rs 10,00,000/- + 5% on the balance contract value excluding GST) as accepted by HDC in form of Demand Draft in favour of “Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex” or in the form of Bank Guarantee as per the enclosed format at **Annexure – IX** from a Nationalized/Scheduled Indian Bank from its branch at Kolkata or Haldia.

In case Bank Guarantee is issued by a branch outside Kolkata or Haldia, the same shall be counter-guaranteed by a Kolkata / Haldia branch of the same bank. The Bank Guarantee shall remain valid for 3 months beyond the contract period. The Security Deposit will be released within 90 days after successful completion of the contract period without any interest.

However, BG with validity of 1(one) year plus 03 (three) months is also acceptable at the time of commencement of contract and the same has to be renewed annually till pendency of the contract.

7.1.2. Security Deposit should be submitted within 20 calendar days, on receipt of Letter of Acceptance. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court.

7.1.3. The Earnest Money deposited by the successful tenderer will be returned after submission of SD within a month from the date of commencement of the contract. However, the EMD shall be returned only after validation of Bank Guarantee submitted as Security Deposit. The bidder can request HDC to convert EMD as SD and the balance SD may be submitted as BG/DD.

7.1.4. The Security Deposit shall be held by the General Manager, Marine, HDC as security for the performance of the contractor’s obligation under the contract. The Security Deposit shall be refunded after successful completion of the contract subject to recovery of damage and / or loss incurred, if any, by HDC due to default on the part of the contractor.

7.1.5. The General Manager, Marine shall have the right to ask for the extension of the above Bank Guarantee till such time the Contractual obligations are fulfilled and the Contractor will be duty bound to extend the same as asked by General Manager, Marine.

7.1.6. Bank Guarantee shall be issued by any National/Scheduled Indian Bank, having branch at Kolkata/ Haldia, In the event of issuing Bank Guarantee by any branch outside Kolkata/ Haldia, any Kolkata /Haldia Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court. Specimen Bank Guarantee format is enclosed. For the issuance of Security Deposit BG, the under mentioned Bank account of HDC, SMPK, may be considered as the beneficiary bank, to enable confirmation of issuance of the Bank Guarantee directly to the beneficiary bank.

A detail of the bank account is appended here under.

- 1) Beneficiary name : Syama Prasad Mookerjee Port, Kolkata, Haldia DockComplex.
- 2) Account Number : 1604050000064
- 3) Account Type : Current
- 4) Bank Name : Punjab National Bank (Formerly United Bank of India)
- 5) Branch Name : Haldia Dock Complex Branch
- 6) IFS Code : PUNB0160420

7.2. PRICING OF BID

7.2.1. General

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

7.2.2. Currency of Quotations

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

7.2.3. Validity of Price Bid

- a. Bids shall remain valid for at least 180 days after the date of opening of Techno Commercial bids.
- b. Notwithstanding clause No. 7.2.3 (a) above, the Employer may solicit the bidder's consent to an extension of the period of bid validity. The request and the response thereto shall be made in writing/email. If the bidder agrees to the extension request, the validity of the bid security shall also be suitably extended. A bidder granting the request will not be required or permitted to modify his bid.

7.2.4. Duties and Taxes

1. The rate quoted shall be including all statutory levies excluding GST, which will be paid extra. GST shall not be considered for evaluation of the bids.
2. General Terms & Conditions:
Supplier/service provided to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.

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

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

Prasad Mookerjee Port, Kolkata by way of adjustment in the consideration payable.

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

The purchase order/work order shall be void, if at any point of time the contractor is found to a black listed dealer as per GSTN rating system and further no payment shall be entertained.

If any new taxes and duties, increase in existing taxes and duties are imposed by the central / state government and is applicable in this contract, these shall be paid by the Board of SMPK in addition as the same are not included in the quoted rates.

3. SMP, Kolkata is entitled to claim benefit under Service Exports from India Scheme formulated under Foreign Trade Policy, 2015-20 and accordingly, the Contractor would not be entitled to claim any benefit under same scheme against amount realized from services rendered under the contract. In case any other scheme to be notified under subsequent Foreign Trade Policy, if SMP, Kolkata is entitled to claim any benefit, the Contractor would not be entitled to claim the same benefit against any money realized against services rendered under the contract.
4. The Contractor would not claim any benefit under Service Exports from India Scheme formulated under Foreign Trade Policy, 2015-20 or any other such Scheme to be notified under subsequent Foreign Trade Policy against any amount paid by SMP, Kolkata to the contractor for the services rendered under the contract, without prior written approval of SMP, Kolkata. In case of any default in this account, the amount claimed by Contractor would stand recoverable by SMP, Kolkata with interest and in case the contract fails to pay the same on demand, the SMP, Kolkata would be entitled to recover the same from any amount payable by SMP, Kolkata to the Contractor on any account and failing which by way of encashment of any Bank Guarantee maintained by the Contractor.
5. All bidders are required to submit acknowledgement of their income tax returns filed and copies of their Form 26AS for the 2 financial years immediately preceding the financial year in which tax is required to be deducted at source. In case the party fails to submit acknowledgement copies of their income tax returns filed, they are required to submit copies of their Form 26AS of the 2 previous financial years from which it can be ascertained whether TDS of these 2 years is Rs. 50,000 or less. In case parties have not filed their return of income in the 2 previous years and their TDS determined from Form 26AS is Rs 50,000 or more, TDS shall be deducted at the higher of the following rates:-
 - (i) Twice the rate specified in the relevant provision of the Income Tax Act
 - (ii) Twice the rate or rates in force
 - (iii) The rate of 5%

7.2.5. Delivery/ redelivery of the Tug will be at Haldia.

7.3. Evaluation and comparison of bids

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

7.4. Signing of the Contract

After the issuance of Letter of Acceptance, Security Deposit will have to be submitted within 20 (twenty) calendar days. Work order will be issued immediately after receipt of Security Deposit.

On placement of work order, the successful bidder will have to arrange for signing a formal agreement and Integrity Pact with Haldia Dock Complex, Syama Prasad Mookerjee Port on a non-judicial stamp paper of Rs. 50/- as per enclosed proforma at the earliest.

7.5. INTERPRETATION OF THE TERMS

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

“The Board” - The expression ‘The Board’ means the Board of the Syama Prasad Mookerjee Port.

SMPK shall mean Syama Prasad Mookerjee Port, kolkata and HDC shall mean Haldia Dock Complex.

The “OWNER” shall mean Board of Syama Prasad Mookerjee Port, a statutory body constituted under the Major Port Trust Act, 1963

The “CHAIRMAN” shall mean the Chairman of Board of Syama Prasad Mookerjee Port.

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

“THE GENERAL MANAGER, MARINE” - The expression “The General Manager, Marine” means the office holding that post under the Board of SMPK and includes his successors in office.

“THE ENGINEER” – The expression “The Engineer” means the General Manager, Marine, for the purpose of this contract only.

“THE ENGINEER’S REPRESENTATIVE” - The expression “The Representative means any officer or person from time to time deputed by the Board of SMPK or General Manager, Marine to act on their behalf for the purpose of this contract.

“THE VESSEL” - The expression “The Vessel” means the TUG supplied by the CONTRACTOR including its substitute, if any.

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

“DEFICIT PERIOD” - Shall mean the following: -

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

The General Manager, Marine may authorize any person or persons on his behalf to exercise his powers, authorities and directions under this contract as he may think fit and proper. This will be communicated to the contractor in writing and the contractor shall recognize, honour and give necessary assistance to such authorities in all respects.

7.6. MANNING:

7.6.1. Manning of the tug has to be provided as per M.S.ACT/RSV Type-4 as applicable. The contractor should maintain adequate number of Crew in their pay roll so that leave and exigencies can be accommodated.

Tug shall comply with minimum safe manning for harbor operations. They may obtain an appropriate document in this regard.

The crew must have valid certificate of competency as applicable. The contractor will be required to submit the attested copies of such certificates to HDC, SMPK.

7.6.2. The crew members shall be in uniform while on duty. Food and other facilities for crew, shall be arranged by the contractor as per Labour and Marine law.

7.6.3. A Liaison Officer should be deployed by the Contractor for interacting /communicating between HDC, SMPK, the vessel and other concerned officers at Haldia. Such liaison officer shall have a Mobile Phone with residential telephone facility and preferably stationed at Haldia. He should be a person having experience in the field of Marine Operation.

7.6.4. If the Port has a reason to be dissatisfied with the conduct or efficiency of the Master, Officer, or crew, the Operator on receiving particulars of the complaint, promptly investigate the matter and if necessary shall make a change as found necessary. However, the Port shall have the right to demand the change of any Master or other crew.

7.6.5. The Operator shall pay the wages to the crew engaged by them and shall take the insurance policy covering all type of risks of all employees engaged by them.

7.7. CONTRACTOR TO PAY ALL TAXES AND PENALTIES, IF ANY, IMPOSED:

a) Except as otherwise stated in the Contract agreement or as may be agreed from time to time, the Operator shall provide and/ or pay for all requirements, costs, or expenses relating to the vessel, master, and crew which without prejudice to the generality of the outgoing shall include.

b) Dry-docking, repairs, docking for the Operator's purpose, and all the expenses associated therewith.

c) Provisions, wages (as per Minimum Wages Act of GoI) etc, shipping and discharging fees and all other expenses of the Masters/Officers and Crew.

d) Deck, cabin and engine room stores.

7.8. SCOPE OF WORK

7.8.1. General: The Tug(s) shall primarily be used for assisting vessels inside Haldia Dock Complex and in the river for berthing/unberthing/ double banking etc. at different berths and at oil jetties by towing, checking & pushing. Quick release tow hook and /or towing winch with adequate strength. The tug is required to be suitably fendered so as to enable the tug to push/pull as required. Towing arrangement would mean a towing hook or towing winch with suitable quick release mechanism and mooring lines of sufficient strength for mooring of the tug must be present in both aft and forward. It should also be fitted with proper bow, stern and side fenders. The Tug may also be used for assisting re-floatation of grounded vessels, towing of dead vessels and assisting disabled vessels, assistance in lighterage operations, STS operations at Sagar/Sandheads and for any other work that the vessel is capable of and as assigned by the port anywhere, anytime, within the jurisdiction of the port as per requirement.

Port will pay for the additional crew to be hired for STS operation by the Tug Owner if such hiring is necessary as per regulation. Adequate notice will be provided. Daily hire cost of 1 Master (FG) and 1 NWKO plus transportation cost and boarding/lodging cost will be paid on actual.

Without prejudice to the aforesaid, the tug shall be used for various lawful services required by HDC, SMPK including, towing, docking and undocking of vessels at terminals of HDC, SMPK around the clock (24 hours a day) and throughout the contract period including but not limited to

- a) Berthing and unberthing of vessels in port,
- b) To stand by as fire float, oil spill dispersant spraying boat, etc. as may be required by HDC, SMPK for any accident / eventuality,
- c) To assist in double banking by way of acting as docking tug,
- d) All other operations required in connection with towing/ docking/undocking operations of vessels at Port and related to Harbour conservancy and/or movement of vessels within the Port and such other operations as are conveniently performed by Port Tugs and crafts of 40 Tons BP with such towing line.

7.8.2. The Tug should be highly maneuverable, capable of carrying out of the aforesaid operations in very close quarter situations and have an all-round visibility from the wheelhouse for effective utilization. Towing lines (two numbers) of adequate strength commensurate with the Bollard Pull of the tug should be provided.

Pilotage maneuvering require both push and pull towage and ships are expected (but not restricted) to range in size from 10000 DWT tons to 75000 DWT and to be in various conditions of load. Tug will provide suitable towing line/s to be given to the vessel and affect pulling / pushing without any hindrance also tug should be able to give Bollard Pull 40 Tons with such towing line.

7.8.3. The age of the offered Tug should not be more than 23 years as on date of award of contract with a valid special survey report issued by Directorate General of Shipping after attaining the age of 20 years. The successful contractor can deploy offered Tug till the age of 30 years with a valid special Survey Report issued by the Directorate General of Shipping.

7.8.4. The information being provided in the Tender document does not relieve the Bidders from carrying out the works to suit the specified needs. The Bidder shall inspect the site and get acquainted with the method of ship-handling with tug assistance being done at Haldia Dock Complex, Syama Prasad Mookerjee Port and may also conduct trials at their own cost and risk and use any and every other method to ensure the adequacy of the Tug offered by him.

7.8.5. The Tug shall be required to be manned, maintained and made available for operation on 24 hours' basis and shall be required to report for operation at ½ (half) an hour notice.

7.8.6. The tug will be required to maintain communication by VHF and mobile phone.

7.8.7. The tug shall be under the operational command of General Manager, Marine, HDC or his authorized representatives.

7.8.8. All transportation costs towards men and material will be the responsibility of the contractor.

7.8.9. The contractor, at their cost, will print sufficient number of log books and log abstracts as per HDC, SMPK's approved format. The contractor has to maintain a daily log book for the vessel. All particulars of the vessel including movement of the vessel, engine's important parameters, daily running hours, fuel oil consumed / received etc. to be logged daily and to be signed by the In-Charge / Master of the vessel and the same will be checked and countersigned by SMPK representative. A monthly log abstracts to be prepared mentioning all the above stated important parameters duly signed by the In-Charge / Master and same to be submitted with the monthly bill without which no payment will be released. Regular LSA & FFA drills to be undertaken on board and recorded.

In view of HDC being an ISO 9001:2015 organization; the tug will be required to follow ISO 9001: 2015 guidelines.

7.8.10. Fuel: The tenderer has to specify the fuel consumption per hour of Main Engine and DG set separately. However, evaluation will be done based on 08 hours of working of Main Engine and 8.8 hours working of auxiliary engine (DG set) as mentioned in price bid subject to the upper limit of 135 litres/hour for the Main Engines and 10 litres/ hour for Auxiliary Engine. However, consumption of fuel will be considered as per actuals as submitted by the contractor in monthly bills, subject to upper ceiling which would be lesser one of the followings:

- (i) 145 litres/hr (i.e upper ceiling of 135 litre/hour of Main Engines plus 10 litres/hour for Auxiliary Engine), or
- (ii) The fuel consumption quoted per hour for both the Main Engines and Auxiliary Engine in totality, or

(iii) The average fuel consumption ascertained during the joint trials of the tug as given below.

Joint Trial: For ascertaining average fuel consumption rate a joint trial will be carried out by a team comprising of representative of the Engineer of the Contract and the contractor. Joint trial will be carried out at the times of various type of actual Operations (Towing, Pushing, Checking in impounded dock as well as in river) are carried out. Joint trial will not be conducted separately.

Such trials may be repeated if necessary as per decision of the engineer of the contract. During the trials representatives of Engineer of the contract will be posted on the respective tug. The contractor will arrange for lodging of the representative of Engineer on the tug if required and extend full support to him to carry out the trials to his satisfaction. Average fuel consumption will be calculated by taking an average of the readings observed during each trial.

During the course of deployment, if the fuel consumption is found to be above the admissible quantity as stated above, the cost towards the excess consumption of fuel will be recovered from the charges payable and cost of fuel will be considered on the basis of the prevailing market rate plus 19.25%. If GST becomes applicable on HSD in future, tax will be levied as per applicable rate. Usage of auxiliary engine will be capped 10 % more than that of main engine.

7.8.11. External firefighting System: Fire Pump for external firefighting with fire monitors, oil dispersant spraying Booms with suitable nozzles, sufficient fire protection system etc. FIFI capacity of at least 500 cum per hour with adequate Foam Tank and Dispersant Tank Should be present.

7.8.12. Contractor shall be liable for pollution damage and the cost of cleanup which has occurred due to Contractor's and / or the Contractor's personnel by willful, wanton, international, acts or omission or gross negligence which cause or allow the discharge, spills or leaks of any pollutants from tug under contract.

7.8.13. In case the tug is engaged in firefighting and or pollution control as ordered by the Port, the cost of foam / chemicals consumed for the firefighting / pollution control will be reimbursed by the Port as per actual.

7.9. HDC. SMPK's Responsibilities:

7.9.1. Fuel:

- a) Fuel for running of Tug will be supplied by SMPK on Port account. Such supply will be made periodically as per the requisition of the Contractor. At least 7 days' notice for supply of HF HSD to be given. The Tug will be directed to receive the same at the berths designated by the Engineer of the contract or his representative at the time of supply.
- b) In the event of any difficulty faced by SMPK for supply of fuel, the Contractor will

be requested to supply the fuel to the Tug with 7 days prior notice and the cost will be reimbursed at actual cost including transport charges on production of supporting documents plus applicable taxes. However, if the party fails to arrange fuel for operation, the tug shall not be considered off-hire and daily hire Charges shall be paid.

- c) A Log Book will have to be maintained by the Master or Chief Engineer of the Tugs' day to day consumption, R.O.B., soundings of tanks, Digital flow meter readings etc. and the same has to be sent to the General Manager, Marine or his representative via email for verification periodically and a daily report to be submitted on the same.
- d) Digital flow meters should be fitted by the contractor on the fuel inlet and outlet of Main Engines and the same should be calibrated every year.
- e) Hour Meter should be installed by the contractor in the engines for recording the running hours of tug engine.

7.9.2. Berthing Facilities: HDC, SMPK shall provide berthing facilities during the contract period at the jetties / berths at Haldia and Kolkata whenever possible. If the CONTRACTOR requires berthing space for the maintenance of the Tug and during non-working period or for shelter during rough weather within the tenure of the contract the same will be provided Free of Cost either at alongside a berth or at double-banking or at moorings at the sole discretion of the Engineer.

7.9.3. Fresh water: Fresh Water for use of the crew members and passengers as well as for requirement of the Tug will be provided Free of Cost by HDC, SMPK. The Contractor will have to give at least 1(one) day prior notice for requirement of replenishment of fresh water so required. The Contractor will have to take the delivery of fresh water from specified points.

7.9.4. Power Supply: Shore supply to the Tug when tied up to Jetty/Lock Entrance etc. will be provided as and when possible free of cost. But this is not a binding obligation and is solely at HDC, SMPK's discretion. However, for places like Sagar/Sand heads where shore power will not be available, SMPK will allow the actual quantity of fuel consumed by the Auxiliary Engine based on reading of hour meter/flowmeter. Cap of usage of Auxiliary Engine by 10% more than that of main engine will not be applicable in such scenario where SMPK fails to provide shore power supply.

7.9.5. Repairing Facilities: Repairing facilities such as cranes and other equipment etc. owned by the SMPK may be made available to the CONTRACTOR subject to its availability at the discretion of the Engineer on payment of charges as per SMPK's Scale of Rates. In case of non-availability of these facilities with the SMPK, Contractor shall have to make alternative arrangement at his own cost and risk and HDC, SMPK will not be held responsible for non-availability of the same and it shall in no way affect the progress of the work. Facility for underwater inspection by SMPK's diving team may also be provided free of cost at the sole discretion of SMPK.

7.9.6. Land for Contractor's Field office, Godown & Workshop:

Unfurnished accommodation at Chiranjibpur will be allotted to the contractor for office set up. Rent will be charged as per SoR of SMPK. Cost of power and water will be as per actuals.

7.9.7. Gate passes for the crew of the Tug and other authorized representatives of the contractor will be provided on payment basis.

7.10. Mobilization Period

On placement of Work Order, the offered Tug is to be made available at Haldia and commence operation within 60 calendar days. In case of failure to do so, penalty as per clause 7.17.3 shall be applicable from the 61st day till the tug is made available. In case the contractor fails to commence operation within 90 calendar days from the date of Work Order, SMPK will be at liberty to terminate the contract and forfeit the Security Deposit. The Engineer of the Contract may, however, extend the period of mobilization if he is satisfied that the reasons for the delay was beyond the control of the Contractor.

7.11. BOLLARD PULL

The steady/sustained Bollard Pull of the Tug at 90% MCR should not be less than 40 Tones at the time of deployment. At the time of deployment of the tug at HDC, a Bollard Pull certificate for a minimum 40 Ton Sustained Bollard Pull at 90% MCR should be submitted which should not be more than 6 months old. The Bollard Pull certificate should be issued by a Classification Society, which is a member of IACS. Port may ask for a Bollard Pull test any time during the contract tenure. The Bollard Pull test should be carried out at HDC. In case the Bollard Pull test results are satisfactory; the tug will be considered on-hire for conducting such test. All such tests shall be carried out at contractor's cost and witnessed by Classification Society Surveyors, which is a member of IACS.

- (a) The tug has to maintain a minimum of 40 Ton Bollard Pull during the currency of the contract.
- (b) If Bollard Pull falls below 40 tons, the contractor has to provide a substitute Tug of similar or better specification (refer to Clause 7.17.2) or take necessary steps to restore the required Bollard Pull at their own cost within the allowable layup period, beyond which it will be considered off hire and penalty as per clause 7.17.1 will be applicable for the period beyond the allowable layup period. In case of failure to supply a substitute Tug, the contract will be liable to be terminated.
- (c) In addition to above, the contractor is bound to carryout BP test in the event any major repairs and replacement work is attended to Main Engines, Gear Box, Propellers i.e. any major machinery, which may have effect on BP capacity of the tug. Then, in such an event GM (Marine) may ask the contractor to carry out BP test in order to ensure the operational efficiency of the tug. The BP test shall be witnessed by Surveyors of Classification Society under IACS. The cost of such test shall be borne by the contractor.

7.12. GUARANTEED AVAILABILITY:

- a) The Contractor will have to stand guarantee for the tug's availability for at least 353 days in a year, in fully operational condition. The Contractor shall be allowed layup period of 12 days per year during the currency of the contract for upkeep of the Tug. The allowed layup period of 12 days in a year will be credited at the beginning of each contractual year. The allowed layup period of 12 days will be allowed in a year subject to obtaining approval from the Engineer of the contract. During the allowed layup period, daily hire charges will be paid. No allowed layup period balance at the end of the year will be carried forward and will lapse.
- b) In case the availability of the vessel falls below the said minimum guaranteed level

of 353 days, no daily hire charge shall be paid for the 'DEFICIT PERIOD' and in addition to the same, penalty as per clause 7.17.1 will be applicable.

c) However, a further layup period of another 60 days will be allowed in maximum 04 installments during the entire tenure of the seven years' period of the contract for dry docking and survey repair of the Tug for maintaining its Certificate and carrying out smooth operations. Further, contractors will be allowed to club the unused layup period out of the 12 days available in that particular year along with full or part layup period of 60 days for the purpose of dry docking / surveys or other necessary repairs during the tenure of contract subject to prior permission of the Engineer of Contract, HDC. No payment will be made for the layup period of 60 days as mentioned in this clause. If the contractor is able to provide a substitute tug during the period of layup of the original tug as per clause No 7.17.2, payments will be made to him as per the agreement for the services of substitute tug. The period will also not be treated as layup period.

d) Penalty will be not levied for the period of non-availability of the tug for operations due to fouling of propeller and this period shall not be considered under permitted layup period. Daily hire charges shall be payable for the period of non-availability of the tug due to propeller fouling subject to a limit of 72 hours in a year. Port Diver, if available, may be arranged for clearing the propeller free of cost. In case of non-availability of the Port Diver, the contractor has to arrange for divers on their own.

7.13. Operation Mode & Charges:

The vessel shall be ready for operation for 24 hours.

7.14. On Standby Mode:

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

7.15. Accrual of Charges:

The contractual charges are inclusive of all the expenses connected to the operation of the tug including supply of manning and materials for the same. The charges shall accrue to the contractor at the rates quoted by him and accepted by SMPK in the following manner.

7.16. Daily Hire Charge:

Daily Hire Charge shall be paid for everyday the vessel is in operation/ standby mode as described in clauses 7.13 and 7.14 above and during the allowed layup period. However, during the lay off period of the Tug beyond the allowed layup period, either for repair or for any other reason, no charges will be payable.

7.17. Deduction and Penalties:

7.17.1. SMPK will not pay daily hire charge for the days the operation of the vessel is suspended for reasons attributable to the contractor beyond allowed layup period. Further a sum equivalent to 50% of the 'Daily Hire' as per the Agreement will be imposed as penalty for each day or part thereof during the 'DEFICIT PERIOD'. However, Engineer of the contract may waive of the penalty if he is satisfied that the reasons of the default were beyond the control of the Contractor. Non-payment of daily hire rates and levy of penalty shall be calculated on pro-rata basis. GST as applicable would also be imposed on all deductions and penalties on the contractor.

7.17.2. During the techno-commercial stage the bidder will not be allowed to replace the tug offered along with the bid. However, in case the offered tug becomes inoperative after

its deployment, then a substitute tug with similar/ better specification shall be provided as a replacement by the Contractor at no extra charge within 30 days from the time and date the offered Tug being inoperative / broken down. For the period of unavailability of the offered tug due to being inoperative, clause 7.17.1 will be applicable for the deficit period. However, if the contractor fails to deploy the substitute tug for operation within 30 days, the Contract shall be liable to be terminated and Security Deposit forfeited. The age of the substitute tug should be such that at the end of the contract period of 07 years, it should still be not more than 30 years with a valid special Survey Report issued by the Directorate General of Shipping. HDC reserves the right to accept or reject the substitute tug.

A similar tug means a tug meeting the basic tender requirements and having the similar fuel consumption. Better tug means a tug having better specifications than those required in the tender. Better specification indicates a tug with higher/equal bollard pull for the same fuel consumption or same bollard pull with lower/equal fuel consumption. However, supply of fuel to the replacement tug will be restricted only up to the limit permissible for the tug originally offered on hire.

7.17.3. If the Contractor fails to deliver the offered tug as per specification given in the tender within 60 days from the date of the issuance of work order, liquidated damages at the rate of Rs.40, 000/- per day will be levied on the contractor from the 61st day onwards.

During layup period, fuel consumption will be on chargeable basis. Further, Rs 1500/- per day will be charged for electricity and fresh water when the layup period exceeds 3 (Three) consecutive days.

7.17.4. The lay-up period shall commence from the time the tug is not available at the disposal of HDC till it starts for attendance of the next job.

For example: In case the tug isn't available for use from 1600 Hours of 01.01.2019 and post repair of the tug it is ready by 1000 hours of 02.01.2019, but it is being called for work at 1400 Hours of 02.01.2019, thus the attendance of tug will be considered from 1400 Hours of 02.01.2019.

7.18. Duration of the contract.

This contract is for seven years and will come into force from the date and time of commencement of operations.

7.19. Evaluation and comparison of Price bids.

7.19.1. Price Bid evaluation criteria and formula for evaluation: Formula for evaluation of price bid will be as follows: -

Total Price = $(365 \times A) + \{ (B \times 8 \times 2) + (C \times 8.8) \} \times 365 \times \text{Rate of HF-HSD at Haldia on 27/04/2024 i.e. Rs 91.887 per litre}.$

Where,

*A = Daily Hire Charge for the Tug.

*B = Average Fuel consumption per hour per Main Engine in litres.(should not exceed 67.5 litres/hour per Main Engine).

*C = Average Fuel consumption per hour of DG set in litres.(should not exceed 10 litres /hour for DG set or Auxiliary Engine)

Evaluation of fuel cost will be done based on 08 hours of working of Main Engines and 8.8 hours working of Auxiliary engine (DG set) as mentioned in price bid

subject to the upper limit of 135 liters/hour for main engines and 10 liters/ hour for auxiliary engine or DG Set . The tender will be finalized on basis lowest cost to HDC excluding GST for each tug separately.

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

7.19.2. Haldia Dock Complex, Syama Prasad Mookerjee Port reserves the right to refuse the tug on her arrival at Haldia if the same is found to be not fulfilling the requirement as laid down in the tender.

7.19.3. Price Bid will be evaluated online based on bid submitted online by the bidders.

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

7.19.5. The General Conditions of Contract of SMPK shall be applicable wherever relevant. General Conditions of Contract for Syama Prasad Mookerjee Port can be downloaded from <https://smporkolkata.shipping.gov.in>

7.20. Insurance:

The vessel must have comprehensive insurance for:

- i) Hull and Machinery.
- ii) 3rd party liability.
- iii) Wreck removal.
- iv) Total and Constructive loss of the vessel and
- v) Pollution liabilities.

The tug, its hull, machinery and appurtenances including persons deployed on board the vessel shall be insured by the contractor at his own cost during the entire contract period. Documentary evidence should be provided before commencement of work. SMPK, under no circumstances, shall be responsible for any damage to the Tug or for any accident to the personnel engaged by the Contractor during the operation of the tug or otherwise.

(a) During the hire period the tug/s shall be kept insured by the Contractors at their expenses against protection and indemnity risks in such form as Charterers shall in writing approve which approval shall not be unreasonably withheld. If the Contractor fails to arrange and keep any of the insurances provided for under the provisions of sub-clause (b) in the manner described therein, Charterers shall notify Contractors whereupon Contractors shall rectify the position within seven running days.

(b) In the event of any act or negligence on the part of the contractor, which may vitiate any claim, whatsoever in nature, the contractor shall fully indemnify the charterers against all claims and demands, which could otherwise be covered by such insurance.

The contractor shall submit a copy of insurance policy and indemnity bond (on Rs

50/- Non Judicial stamp paper) to HDC, SMPK.

- (c) Any damages suffered whilst assisting ship should be brought to the notice of the GM (Marine) within 24 hours of occurrence in order to claim reimbursement for the repairs from the concerned ship. The incidence should be immediately brought to the notice of the Pilot so that he may bring it to the notice of the master. It is to be noted that any damage suffered by the hired tug while assisting shipping operations /Berthing and Unberthing Operations, HDC, SMPK is not liable to pay any compensation to the contractor.
- (d) Any damage caused to HDC, SMPK property by the tug is to be repaired immediately. It may be repaired by the tug company to the satisfaction of the engineer, otherwise the charges will be deducted from the hire charges if HDC, SMPK carries out the repairs. However, the protections available to ports own tugs under Major Port Trust Act shall be also available to the tug as hired, wherever a third party is involved.

7.21. Payment:

- 7.21.1.** HDC will endeavor to make payment through ECS within 30 days from the date of receipt of Tax invoice complete in all respect. However, if due to any exceptional case, payment is delayed, 75% of certified amount excluding GST may be released and the rest of the bill along with full GST will be released subject to adjustment thereof against the bill at the time of checking and auditing the bill by HDC.
- 7.21.2.** Record of deductions made by HDC will be provided to the contractor along with settlement of monthly invoices of charter hire.
- 7.21.3.** a) PF/EPF, ESI Receipt and proof of payment made to the crew/staff for the previous month to be produced for release of payment. Contractor to comply with rules and regulations as applicable.
- b) Taxes such as income tax etc. as applicable will be deducted from the contractor's bill.
- c) No interest shall be paid on account of delayed payments.
- d) Any claim for interest will not be entertained by the HDC with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on the part of the HDC in making payment. Further No interest will be paid on Retention money of Performance Security amount.
- 7.21.4.** The cost of the quantities of HSD remaining on Board (ROB) at the time of On-hire & off hire would be reimbursed/adjusted by the port and the contractor respectively.
- Payment for HSD ROB shall be made on the basis lower of HSD Price prevailing at IOCL, Haldia as on the dates of on-hire or the cost of procurement of HSD on Board by the contractor as per invoice/challan issued by HSD Supplier.
- At the time of off-hire of Tug 19.25% departmental charge on HF-HSD cost shall be recovered extra.

7.22. Termination of Contract.

SMPK at its sole discretion may terminate the contract after serving one month's notice if the performance of the tug is not satisfactory for three consecutive months. The decision of SMPK about the performance of the tug will be final.

7.23. FORCE MAJEURE

- i) In the event of either party being rendered unable by 'force majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'force majeure', shall upon notification to the other party, be suspended for the period during which 'force majeure' event lasts. The cost and loss sustained by either party shall be borne by respective parties.
- ii) The term 'Force Majeure' as employed shall mean acts of God, earthquake, war, revolt, riot, fire, strike (excluding that of Contractor's Suppliers or Subcontractor's Employees) and hurricane. Time of performance may be extended by the period of delay, which is directly caused by the 'force majeure'. Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable, as aforesaid, shall notify the other party in writing immediately but not later than 48 (Forty eight) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in supports of its claim.
- iii) Time for performance of the relative obligation suspended by the 'force majeure' may stand extended by the period for which such cause lasts.

7.24. Law of the Land

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

7.25. Compliance of relevant Acts, Ordinances etc.

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

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

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

The aforesaid Acts, Ordinances, Rules, Regulations, By-laws and Procedures shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

7.26. INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION

- 7.26.1.** In all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract, the decision of the Engineer shall be final binding on all parties to the contract and shall forthwith be given effect to by the Contractor.
- 7.26.2.** If the Contractor is dissatisfied with any such decision of the Engineer/his representative, he shall within 15 days after receiving notice of such award/ Decision, requires that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.
- 7.26.3.** If there is no settlement as mentioned at Clauses – 7.26.1 & 7.26.2, the dispute or differences or claims as the case may be, shall be referred to the Conciliation Committees/Councils comprising of independent subject expert in order to ensure speedy disposal of the case.
- 7.26.4.** The award of the Conciliation Committee/Council if agreed by both the sides may then be placed for consideration of the Board of the Port of SMPK subject to the delegation of power.
- 7.26.5.** If there is still no settlement as mentioned at Clauses - 7.26.1, 7.26.2 & 7.26.3, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 including all amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrator and inform the other party within 60 days. If the other party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996, including any amendment thereof.
- 7.26.6.** Notwithstanding anything contained herein above, Employer also reserve the right to invoke arbitration in all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract etc.

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

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

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

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

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

7.26.12. PROVIDED ALWAYS AS FOLLOWS:-

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

7.27. TUG'S ENCUMBRANCES ON BIDDER:

The bidder shall submit an undertaking that the offered Tug is free from all encumbrances and lien. However, encumbrances/lien of financier are accepted.

7.28. Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) The contract Agreement (completed).
- b) The Letter of Acceptance / Firm work order.
- c) The priced 'Bill of Quantities'.

- d) Bid Clarification,
- e) The Technical Specification, Special conditions of contract.
- f) The General conditions of contract.
- g) Annexures and Appendices.
- h) All post bid correspondence and any other document forming part of contract, if any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

7.29. INTEGRITY PACT

The selected bidder will have to enter into an Integrity Pact with the Port as per format enclosed at **Annexure-IV**. (On Non-Judicial Stamp Paper of Rs. 50/-). All blank spaces to be filled in as appropriate. At present for implementation of Integrity Pact, Shri Bipin Behari Mallick, IAS (Retd.) & Shri Anand Deep, IRS (Retd.), have been appointed by SMPK as Independent External Monitor (IEM).

However, SMPK reserves the right to change the Independent External Monitor (IEM) which will be intimated to the bidder accordingly.

7.30. List of enclosed formats

Form of Tender	:	Annexure - I
Format of Agreement	:	Annexure-II
Format for Joint Bidding Agreement	:	Annexure - III
Format for Integrity Pact	:	Annexure-IV
Format of affidavit for ESI exemption	:	Annexure - V
Format for Indemnity Bond	:	Annexure - VI
Details of Tug(s) being offered	:	Annexure - VII
Details of Work Experience	:	Annexure - VIII
Format of Bank Guarantee (Security Deposit)	:	Annexure - IX
Format of Power of Attorney	:	Annexure - X
Format of Power of Attorney for Lead member of		Annexure-XI

consortium		
Format of Profile of the Bidder	:	Annexure - XII
Format of Details of the Financial Capacity of the Bidder	:	Annexure - XIII
Format of Covering Letter	:	Annexure - XIV
Format of Bank Guarantee (Earnest Money Deposit)	:	Annexure- XV
Unpriced Bid	:	Annexure - XVI

FORM OF TENDER

To
General Manager (Marine),
Jawahar Tower,
Haldia Dock Complex, SMPK.

Dear Sir,

We, M/s.having read and fully understood the specifications, conditions of tender and general conditions of contract hereby tender to supply of One/Two 40 Ton Bollard Pull (ASD/SRP/VOITH) Tug to the Board for the Syama Prasad Mookerjee Port in accordance with and as set forth in Notice Inviting Tender, General Conditions of Contract etc.

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

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

We have deposited Rs.....vide Receipt No.....dated..... Bid Document Fee, Photostat of which is attached.

We have deposited) Rs.....vide Receipt No.....dated..... Bid Document Fee, Photostat of which is attached.

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

Should Haldia Dock Complex, Syama Prasad Mookerjee Port ask for a break up of our price, we shall submit the same forthwith with adequate justification to establish its veracity, failing which Syama Prasad Mookerjee Port may cancel our tender.

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

Yours faithfully,

Dated.....

Signature.....

Full Address

(Seal)

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

Annexure-II

FORM OF AGREEMENT(To be executed on Non-Judicial Stamp Paper of worth at least Rs. 50/-)

THIS AGREEMENT made thisday of.....202..

between the Board for the Syama Prasad Mookerjee Port, a body corporate constituted by the Major Port Authorities Act, 2021 (therein after 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..... (herein after 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) Corrigendum/Addendum if any
 - (c) The General Conditions of Contract
 - (d) The Special Conditions of Contract
 - (e) The Conditions of Tender
 - (f) The Technical Specifications
 - (g) The Schedule of Rates
 - (h) The Terms of Payment
 - (i) All correspondence by which, the contract is added, amended, varied or modified in anyway 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 of SMPK to execute and maintain the workin 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 behereunto affixed (or have hereunto set their respective hands and seals) the day and year firstabove written.

Contractor

General Manager, Marine
Haldia Dock Complex, SMPK

Witness

1.....

2.....

Annexure-III**Joint Bidding Agreement**

(To be executed before notary public on Non-Judicial Stamp Paper of worth at least Rs. 50/-)

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

AMONGST

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

AND

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

AND

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

AND

4. { Limited, a company incorporated under the Companies Act, 1956 and having its registered office at..... (hereinafter referred to as the “**Fourth Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)} The above mentioned parties of the **FIRST, SECOND, {THIRD and FOURTH} PART** are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

- (A) [Syama Prasad Mookerjee Port, Kolkata, established under the Major Port Trusts Act-1963 and having Principal Office at 15, Strand Road, Kolkata-700001 (hereinafter referred to as the “**SMP, Kolkata**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited offers by its Request through NIT No. dated (the “**TENDER DOCUMENT**”) for selection of successful bidder for the contract as proposed in the said tender document.
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the tender document and other documents in respect of the work, and
- (C) It is a necessary condition under the tender document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Offer.

NOW IT IS HEREBY AGREED as follows:**1. Definitions and Interpretations**

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

2. Consortium

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

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

3. Covenants

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

4. Role of the Parties

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

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

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

5. Joint and Several Liability

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

6. Shareholding in the SPV

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 :}

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.

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.

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

7. Representation of the Parties

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

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power to enter into this Agreement with SMP, Kolkata;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and SMP, Kolkata to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) Require any consent or approval not already obtained;
 - (ii) Violate any Applicable Law presently in effect and having applicability to it;
 - (iii) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

- (v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

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

9. Miscellaneous

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

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

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

LEAD MEMBER by

SECOND PART by

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

THIRD PART by

FOURTH PART by

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(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 SMP, Kolkata to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed

Annexure-IV

INTEGRITY PACT

Between

Syama Prasad Mookerjee Port (SMP) 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 relationswith 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. Shri Bipin Behari Mallick, IAS (Retd.) and Shri Anand Deep, IRS (Retd.) are the appointed IEMs for Syama Prasad Mookerjee Port

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 corruptpractice in order to secure the contract by providing assurance to them that their competitors will abstain from bribing and other corrupt practices and the PRINCIPAL/EMPLOYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

Section-1: Commitments of the Principal/employer.

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

- a. No employee of the Principal, personally or through family members, will,

In connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any materials or immaterial benefit which the person is not legally entitled to. 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.

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 and recover the damages equivalent to Earnest Money Deposit / Bid Security/ or take punitive action as per Bid Security Declaration.
- (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 sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section-7: Other Legal actions violating Bidder(s)/Contractor(s)/Subcontractor(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: Independent External Monitor (IEM).

- (a) The task of the monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- (b) The monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Syama Prasad Mookerjee Port.

- (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 SMP.

Section-11: Other provisions:

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

For & on behalf of the Principal
(Office Seal)

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

Place.....
Date.....

Witness 1:
(Name & Address)_____

Witness 2:
(Name & Address)_____

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

There shall be compulsory registration of Indian agents of foreign suppliers for all Tender. An agent who is not registered with SMP shall apply for registration in the prescribed Application – Form.

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

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.

DISCLOSURE OF PARTICULARS OF AGENTS / REPRESENTATIVES IN INDIA. IF ANY.

Tenderers of Foreign nationality shall furnish the following details in their offer:

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.

The amount of commission / remuneration included in the quoted price(s) for such agents / representatives in India.

Confirmation of the Bidder that the commission / remuneration if any, payable to his agents / representatives in India, is to be paid by SMP in Indian Rupees only.

Bidders of Indian Nationality shall furnish the following details in their offers:

The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agent of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents / representatives.

The amount of commission / remuneration included in the price (s) quoted by the bidder for himself.

Confirmation of the foreign principals of the Bidder that the commission / remuneration, if any, reserved for the Bidder in the quoted price (s), is paid by SMP in India in equivalent Indian Rupees.

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.

Failure to furnish correct and detailed information as called for in paragraph – 2.0 above will render the concerned tender liable for rejection or in the event of a contract materializing, the same liable to termination by SMP. Besides this there would be a penalty of banning business dealings with SMP or damage or payment of a named sum.

Annexure-V

FORMAT OF AFFIDAVIT FOR ESI EXEMPTION

(To be submitted on Non-Judicial Stamp paper of worth at least 50/-)

**Before the 1st. Class Judicial Magistrate At.....
Affidavit**

Ison of..... aged about
.....year, by faithby occupation residing at
....., do hereby solemnly affirm and declare as follows:-

THAT I am the proprietor/ partner ofhaving office
at..... and carrying on business on the same name and
style.

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

That my aforesaid firm is exempted from E.S.I. Act and the said firm has novalid
ESI registration.

That the present affidavit is to be filed before the Haldia Dock Complex, Syama
Prasad Mookerjee Port as per the clause No.....of the tender
No.....issued by Haldia Dock Complex, Syama
Prasad Mookerjee Port in respect of the work (the work is to be mentioned).

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

Identified by me

DEPONENT

Annexure – VI

INDEMNITY BOND

BY THIS BOND I, Shri/Smt.....Son of Shri/Smt.
.....residing athaving occupation
.....the Partner / Proprietor /
Directorhaving office at....., am a tenderer under
Marine Department ,Haldia Dock Complex, Syama Prasad Mookerjee Port (A statutory
Body under Major Port Authority Act,2021). WHEREAS , the said Haldia Dock Complex,
Syama Prasad Mookerjee Porthad asked the every tenderer , who is not covered under E.S.I.
Act or exempted to furnish an Indemnity Bond in favour of Marine Department ,Haldia Dock
Complex, Syama Prasad Mookerjee Port against all damages and accidents to the labourers
tenderer / contractor.

NOW THIS BOND OF INDEMNITY WITNESSETH THAT the tenderer /contractor
named herein above shall indemnify the Haldia Dock Complex, Syama Prasad
Mookerjee Port against all damages and accidents occurring to the labourers of the
tenderer/contractor as demanded by Haldia Dock Complex, Syama Prasad Mookerjee
Portduring the execution of the work stated in NIT No.....

AND the Contractor here under agree to indemnify and at all times keep indemnified the
Haldia Dock Complex, Syama Prasad Mookerjee Port and its administrator and
representative and also all such possible claim or demand for damages and accidents.

IN WITNESSETH WHEREOF I.....the Partner / Proprietor/
Director..... hereunto set and seal this the day of
.....
in the yearat

Suretias

Signature of the Indemnifier

a) Name:
Signature
Address :

b) Name:
Signature:
Address :

Witnesses
Name:
Signature:
Address:

Annexure – VII**A DETAILS OF THE TUG BEING OFFERED (Separately for each tug)**

SL NO	PARTICULARS	ITEMS
1	NAME OF THE TUG	
2	OWNER	
3	FLAG a. Flag as on date b. Whether the Tug was flagged in India on or before 15/01/2021 (Proof for the same has to be submitted)	
4	Builder	
5	Built On details/Date of Build	
6	OFFICIAL NO.	
7	REGISTERING AUTHORITY (The tug must be registered under MS ACT with Sea areas in which it is certified to operate is Coast of India or adhering to RSV type-4(unrestricted) as per River Sea Vessel Notification 2013 (Annexed to DG shipping's Order No. 18 of 2013) or Coastal Vessel Rules Notification 2014 (Annexed to DG Shipping's Order 01 of 2014)	
8	GRT/NRT	
9	LOA [not more than 36m]	
10	BEAM	
11	DEPTH	
12	DRAFT [not more than 4.5 m]	
13	Steady and Sustained BOLLARD PULL (not less than 40 Tones)	

14	TOWING ARRANGEMENT: (Quick release tow hook and /or towing winch with adequate strength. The tug is required to be suitably fendered so as to enable the tug to push/pull as required. Towing arrangement would mean a towing hook or towing winch with suitable quick release mechanism.)	
15	ENDURANCE (full power) [should not be less than 15 days].	
16	MAIN ENGINE (Numbers, Make, BHP each)	
17	GENERATOR ENGINE (Numbers, Make, BHP each)	
19	SPEED (In Knots) [should not be less than 9 Knots]	
20	DATE OF LAST DRY DOCKING	
21	DUE DATE OF NEXT DRY-DOCKING (To maintain validity of class and statutory certificates)	
22	PROPULSION TYPE (ASD/SRP/VOITH only)	
23	External firefighting System: Fire pump for external firefighting with fire monitors, oil dispersant spraying Booms with suitable nozzles, sufficient fire protection system etc. FIFI capacity of at least 500 cum per hr with adequate Foam Tank and Dispersant Tank should be present. (To be available onboard the Tug at the time of delivery)	
24	Crew including Masters.	Please give details separately, annexed and attached.
25	Embedded GPS tracking and telematics technologies (Specification). Note: Tug(s) should be installed with embedded GPS tracking and telematics technologies by the contractor after the successful implementation of the system on the port's own tugs.	

B The tug must fulfill the following criterion:

1. The tug must be registered under MS ACT with Sea areas in which it is certified to operate is Coast of India or adhering to RSV type-4(unrestricted) as per River Sea Vessel Notification 2013 (Annexed to DG shipping's Order No. 18 of 2013) or Coastal Vessel Rules Notification 2014 (Annexed to DG Shipping's Order 01 of 2014).
2. The Tug must have valid statutory and classification certificates for the performance of designated duties at least as on the date of opening of the Techno-Commercial offer.
3. The age of the offered Tug should not be more than 23 years as on date of award of contract with a valid special survey report issued by Directorate General of Shipping after attaining the age of 20 years. The successful contractor can deploy offered Tug till the age of 30 years with a valid special Survey Report issued by the Directorate General of Shipping.
4. The tug should have Steady and Sustained Bollard Pull not less than 40 Tones at 90% MCR. Bidder shall submit during techno-commercial stage Bollard Pull Test Certificate issued by IACS approved Classification society showing that the Bollard Pull of the Tug is 40T or more. However, at the time of deployment successful bidder will have to provide a Bollard Pull Test certificate for a minimum 40 Ton Sustained Bollard Pull at 90% MCR issued by IACS approved Classification society not more than 6 months old.
5. Length over All should not be more than 36 m and draft should not be more than 4.5 m.
6. The Tug should have twin engines and twin propulsion.
7. Type of propulsion- ASD/SRP/VOITH Propulsion.
8. The contractor must keep all certificates of the tug valid and updated at all times during the entire period of contract;
9. No additional local 1st Class Master is required if one local 1st Class Master, conversant with the SMP Channel is already provided.
10. **Manning:**

Manning in the tug has to be provided as per M.S. ACT/ RSV Type-4 as applicable. Vessels shall comply with minimum safe manning for harbor operations. They may obtain an appropriate document in this regard.

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

The crew must have valid certificate of competency as applicable. The contractor will be required to submit the attested copies of such certificate to SMPK.

The crew members shall be in uniform while on duty. Food and other facilities as

per labor and marine law for crew shall be arranged by the contractor.

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

- 11 The tug to be provided should either be
- a. built in India as per the Approved Standardized Tug Design and Specification (ASTDS) of Ministry of Ports, Shipping and Waterways (Erstwhile Ministry of Shipping) or;
 - b. Indian flagged on or before 15/01/2021.

In case none of the bidders are able to fulfill the above-mentioned criteria, then the bidders may offer an alternate tug for meeting the operational requirements of the Port, on the condition that the Tug initially offered shall be substituted with an Indian built tug as per the ASTDS not later than 18 months from the date of commencement of the charter, failing which the contract shall be terminated and the Security Deposit will be forfeited. Such defaulting parties shall thereafter be barred from participation in further tenders for chartering of any type of vessel for all Ports under the Ministry of Ports, Shipping and Waterways (Erstwhile Ministry of Shipping).

12. Tug(s) should be installed with embedded GPS tracking and telematics technologies by the contractor after the successful implementation of the system on the port's own tugs. The following data should be available to HDC on real time basis:

1. Tracking of Fuel levels, usage, trends
2. Tempering/breakdown alerts
3. Digital logs: Daily, Weekly & Monthly - number of trips taken
4. Driver behavior - Speed Monitoring
5. Visibility on each trip taken - Time, distance and route taken
6. Engine run time

13. The Tug should have proper arrangement for securing and towing of at least four Pneumatic Rubber Fenders of size minimum 6.5 m x 3.3 m with its accessories, storage of cryogenic pipes, baby pneumatic fenders.

Annexure - VIII

WORK EXPERIENCES

Sl. No.	Name of the contract	Duration of the Work attached (date commencement order and finish)	Value of Work Completed

Bidder's signature with date seal

Annexure-IX**PROFORMA OF BANK GUARANTEE****(In lieu of Cash Security Deposit)**

(To be issued by the Kolkata/ Haldia Branch, as the case may be of any nationalized/scheduled Bank of India on Non-judicial Stamp Paper of worth at least Rs.50/- or as decided by the Engineer/Legal Adviser of the Board)

To
The Board
Syama Prasad Mookerjee Port, Kolkata

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

Phone No

In consideration of the Board of the Syama Prasad Mookerjee port(hereinafter referred to as “the Board”) , a Body Corporate, duly constituted under the Major Port Authorities Act, 2021 having agreed to exempt.....a Proprietary / Partnership /Limited / Registered Company, having its Registered office at(hereinafter referred to as the “Contractor”) from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Board and the Contractor for.....
.....(write the name of the work as per LOA/ Work Order) in terms of the LOA/ Work Order No.....dated..... (hereinafter referred to as the ‘Contract’), for the due fulfillment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs.....(Rupees.....),we.....
Bank.....Branch.....Kolkata/Haldia, do on the advise of the contractor, hereby undertake to indemnify and keep indemnified the Board to the extent of the sum said of Rs.....(Rupees.....).

We,BankBranch, further agree that if awritten demand is made by the Board through any of its officials for honoring the Bank Guarantee constituted by these presents ,we.Bank.....Branch.....,Kolkata /Haldia shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Board within a week from the date of such demand by RTGS/NEFT/ an A/c Payee Banker's Cheque drawn in favour of “Syama Prasad Mookerjee Port, Kolkata, Haldia

Dock Complex,” without any demur. Even if there be any dispute between the contractor 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....., decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Board to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We..... Bank.....Branch.....Kolkata/Haldia, further agree that a mere demand by the Board at any time and in the manner aforesaid is sufficient for us,..... BankBranch.....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 usBank.....Branch,.....Kolkata/Haldia to decline or fail or neglect to make payments to the Board in the manner and within the 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 the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Board 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 ofdays of.....20.. and subject also to the provision that the Board shall have no right to demand payment against this guarantee after expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto..... Or any extension thereof made by usBank.....branch, Kolkata/Haldia in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required/determined by the Board, only on a written request by the Board to the contractor 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 contract to extend the time for full performance of the said contract including fulfilling all obligations under the said contract or to extend the time for full performance of the said contract including fulfilling all

obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Board 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 fore-bearance, actor commission on the part of the Board or any indulgence by the Board to the contractor or

by any such matter of thing of whatsoever nature, which under the law relating to sureties would, but for this provision have effect of so relieving usBankBranch.

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

SIGNATURE.....

NAME.....

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only);
- b) This Bank Guarantee shall be valid upto _____; and
- c) We are liable to pay the guarantee 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 _____ (date of expiry of claim period of the Bank Guarantee) atBank.....Branch,Kolkata Haldia.

DESIGNATION.....

(Only constituted attorney for and on behalf of)

BANK.....

BRANCH..... (OFFICIAL SEAL OF THE BANK

Note:-

Interested contractor is requested to note that Bank Guarantee Repository System (BGRS) for BG offered by ICICI bank is to be introduced along with undernoted clause:-

“While issuing Bank Guarantee issuing applicant must mention receivers details as ICICI Bank, IFSC-ICIC0003507, Branch Haldia Township in BG text at which SFMS IFIN760 messages to be sent by issuing bank to establish the authenticity of given BG”.

Annexure-X

Format for Power of Attorney for Signing of Tender

(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least worth Rs 50/-)

POWER OF ATTORNEY

To whomsoever it may concern

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

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

(Attested signature of Mr. _____)

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

Note –

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

Annexure-XI

Format for Power of Attorney for Lead Member of Consortium

(To be executed before Notary on a Non-Judicial Stamp Paper of at least worth Rs 50/-)

POWER OF ATTORNEY

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

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

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

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

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

IN WITNESS HEREOF WE HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF .20**

For

.....

(Name & Title)

For

.....

(Name & Title)

For

.....

(Name & Title)

Witnesses:

1.

2.

.....

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

Annexure-XII

Profile of The Bidder

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

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

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

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

Telephone No. :

(Land & Mobile)

Fax No. :

Email Address :

5. In case of a Consortium:

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

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

Signature of Power of Attorney Holders

Name:

Designation:

Date :

Seal

Annexure-XIII**Details of Financial Capability of the Bidder**

(In Rs. Crore)

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

Please add more rows depending upon Consortium

Members.Instructions:

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

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

Name:

Designation:

Date :

Seal

CERTIFIED BY

Name of Chartered Accountant Firm

Registration No. & other details (UDIN).....

Name of the Signatory

Signature

Designation

Date

Annexure-XIV

Covering Letter

To,

General Manager, Marine
Haldia Dock Complex, Syama Prasad Mookerjee Port

Dear Sir,

1. I/we,

Dated :

(Name of tenderer) having examined the Tender Document and understood its contents, hereby submit our tender for Supply, manning, operation and maintenance of one tug/Two tugs of 40 Ton Bollard Pull (ASD/SRP/VOITH) or more of RSV Type-4/ Indian Coastal Vessel for Haldia Dock Complex for a period of SEVEN years. I/We intend to bid for one/two tugs.

2 All information provided in the tender including Addenda and in the Annexures are true and correct and all documents accompanying such tender are true copies of their respective originals.

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

4. I/we acknowledge the right of SMPK to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5. I/we also certify the following

6. I/we / any of the consortium member (as the case may be) have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind

7. I/we certify that in the last three years, I/We/any of the consortium members or our / their associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitrator or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority/entity nor have had any contract terminated by any public authority / entity for breach on our part.

8. I/we declare that :

a) I/we have examined and have no reservations to the Tender Document, including the Addenda issued by SMPK thereon.

b) I/we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.

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

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

Yours faithfully,

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

Name:

Designation:

Date :

Seal :

Annexure-XV

**BANK GUARANTEE FORMAT
(Earnest Money Deposit)**

(To be issued by the Kolkata/Haldia Branch, as the case may be of any nationalized/scheduled Bank of India on Non-judicial Stamp Paper of worth at least Rs.50/-).

To
The Board
Syama Prasad Mookerjee Port, Kolkata

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

Name of Issuing Bank.....

Name of Branch.....

Address.....

Email

Phone No

In consideration of the Board of the Syama Prasad Mookerjee port(hereinafter referred to as "the Board"), a Body Corporate, duly constituted under the Major Port Authorities Act, 2021, having agreed to exempt M/s....., a Proprietary /Partnership/Limited/Registered Company, having its Registered office at (hereinafter referred to as "The Bidder") from cash payment of Earnest Money Deposit in connection with Tender No..... for.....
.....(write the name of the work as per tender) for the due fulfilment by the **bidder** of all the terms and conditions contained in the said tender, on submission of a Bank Guarantee for Rs.....(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 Rs.....(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,.....Bank.....Branch,Kolkata/Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Board of 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, Haldia Dock complex" 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 the Board 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 the Board at any time 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 the Board in the manner and within the time aforesaid.

3. We.....Bank.....Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for finalization 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 of days of..... 20__ and subject also to the provision that the Board shall have no right to demand payment against this guarantee after the expiry of 1 (one) calendar month from the expiry of the aforesaid validity period up to..... 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 the Board, only on a written request by the Board 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 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 fore-bearance, act or commission on the part of the Board or any indulgence by the Board 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 the effect of so relieving usBankBranch, 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 the Board in writing.

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall not exceed Rs._____ (Rupees _____ only);
- b) This Bank Guarantee shall be valid upto _____; and
- c) We are liable to pay the guarantee 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 _____ (date of expiry of claim period of the Bank Guarantee) atBank.....Branch,Kolkata Haldia.

SIGNATURE.....

NAME.....

DESIGNATION.....

(Only constituted attorney for and on behalf of)

BANK.....

BRANCH.....Kolkata/Haldia.

(OFFICIAL SEAL OF THE BANK)

Note:-

Interested contractor is requested to note that Bank Guarantee Repository System (BGRS) for BG offered by ICICI bank is to be introduced along with undernoted clause:-

“While issuing Bank Guarantee issuing applicant must mention receivers details as ICICI Bank, IFSC-ICIC0003507, Branch Haldia Township in BG text at which SFMS IFIN760 messages to be sent by issuing bank to establish the authenticity of given BG”.

Annexure-XVI

PART II

UN-PRICED BID

(To be submitted signed and stamped mentioning Tug Identification only)

SL. No	Description	Tug Identification	Daily Hire Charges for the Tug in INR. Rates should be quoted exclusive of GST (*A)	Average Fuel consumption per hour per Main Engine in ltrs. (*B)	Average Fuel consumption per hour of DG set in ltrs. (*C)	*Total Price in Rs
1	TUG-I		Do Not Quote Here.	Do Not Quote Here.	Do Not Quote Here.	Do Not Quote Here.
2	TUG-II		Do Not Quote Here.	Do Not Quote Here.	Do Not Quote Here.	Do Not Quote Here.

*Total Price = $(365 \times A) + \{[(B \times 8 \times 2) + (C \times 8.8)] \times 365 \times \text{Rate of HF-HSD at Haldia on 27/04/2024 i.e. Rs. 91.887 per litre}\}$

*A = Daily Hire Charge for the Tug.

*B = Average Fuel consumption per hour per Main Engine in litres. (Should not exceed 67.5 litres/hour per Main Engine).

*C = Average Fuel consumption per hour of DG set in litres. (Should not exceed 10 litres/hour for DG set or Auxiliary Engine).

Note:

1. Rates should be quoted in online portal only.
2. Rates should be quoted exclusive of GST.
3. Evaluation of fuel cost will be done based on 08 hours of working of Main Engines and 8.8 hours working of auxiliary engine (DG set) as mentioned in price bid subject to the upper limit of 135 litres/hour for main engines and 10 litres/ hour for auxiliary engine. The tender will be finalized on lowest cost to HDC excluding GST for each tug separately.