



Syama Prasad Mookerjee Port, Kolkata.

श्यामा प्रसाद मुखर्जी पत्तन, कोलकाता

DIRECTOR, MARINE DEPARTMENT

15, Strand Road, Kolkata – 700001

15, स्ट्रैंड रोड, कोलकाता-001 700

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

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

BID DOCUMENT

FOR THE TENDER

OF

HIRING OF ONE No.20 TON BOLLARD PULL TUG FOR KDS

TENDER NO. MRN/NC/325/2024

JUNE- 2024

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SCHEDULE OF TENDER (SOT)

Tender No.	MRN/NC/325/2024.
Tender Authority	Director, Marine Department, Syama Prasad Mookerjee Port, Kolkata., 15, Strand Road, Kolkata-700001, Phone:033-2230-3214- Extn:375, Fax No: 033-2231-3271 E-mail: dmd@kolkataporttrust.gov.in Website: www.smporkolkata.shipping.gov.in
Mode Of Tender	e-Procurement System: Online (Part I - Techno-Commercial Bid and Part II - Price Bid) through RailTel Portal https://kopt.enivida.in The intending bidders are required to submit their offer electronically through RailTel Portal “ https://kopt.enivida.in ”. No physical tender is acceptable by Kolkata Dock System.
Estimated value of Tender	Rs 1277 Lakhs for five years.
Period of contract	The contract will be for a period of 5 (five) years.
i) Earnest Money Deposit	Rs.25.54 Lakhs (Rupees Twenty Five Lakh and Fifty Four thousand) only.
ii)Tender Document Fees`	Rs.2950/-(including GST @ 18%). The tender cost is non-refundable.
	The EMD and Tender Document Fee shall be submitted in the form as detailed in clause no. 5 heading ‘Earnest Money Deposit’ of the NIT. Scanned Copies of the successful transaction reports to SMPK towards EMD & Tender fee to be e-filled. The original EMD and tender document fee instrument shall be submitted within 3 days from the closing of online submission of tender.

Date of NIT available to parties to download	06-06-2024 at 1800 hours.
Off-line Pre-Bid Meeting date, time & place.	18-06-2024 at 1500 hours, in the room of Director, Marine Department.
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	02-07-2024 at 1700 hours.
Date and time of opening of Techno-commercial Bid.	03-07-2024 at 1130 hours.
Date and time of opening of Price Bid (Part-II).	Bidders will be informed separately by letter or email.

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

INSTRUCTIONS TO TENDERERS

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

1. Process of E-tender:

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

Contact Persons (SMPK):

Shri. A. Ghosh, Director, Marine Department

Phone: 9836298699

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

Shri. Samant Kumar, Assistant Engineer Superintendent

Phone: 8017288022

Email: samant.k@kolkataporttrust.gov.in

Contact persons (e-Nivida Portal):

(1) Phone No.7278929467/8448288981

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

(2) Mr. Navneet Mishra.

Mobile No.: + 91 9355030630

E-mail: eprochelpdesk.17@gmail.com

(3) Mr. Tariq Anwar

Mobile No.: +91 9355030608

E-mail: epochelpdesk.35@gmail.com

1.1. System Requirement:

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

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

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

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

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

1.6. No deviation from the technical and commercial terms & conditions are allowed.

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

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

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

1.10. Bidding in e-tender:

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

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

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

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

e) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. The successful bidder shall be called hereafter CONTRACTOR.

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

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

h) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.

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

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

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

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

निविदा सूचना

कोलकाता डॉक सिस्टम के लिए एक 20 टन बोलाई पुल टग को किराए पर लेने के लिए ई-निविदा।

निविदा सं. एम.आर.एन. / एन.सी / 325 / 2024.

पांच वर्षों के लिए निविदा का अनुमानित मूल्य रु. 1277 Lakhs.
पूर्व योग्यता मानदंड 01 साल के अनुमानित मूल्य 255.4 लाख रुपये पर तैयार किया गया है।
अनुबंध की अवधि 5 वर्ष।

श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता अनुभवी कर्मियों के साथ 20 टन और उससे अधिक के बोलाई पुल के एक टग को पांच साल की अवधि के लिए किराए पर लेने का इरादा रखता है। प्रस्तावित टग ऐसे सभी कर्तव्यों को पूरा करने में सक्षम हो जो एक टग करने में सक्षम है। प्रस्तावित टग एम.एस. एक्ट/आई.वी. एक्ट के तहत पंजीकृत हो साथ ही कम से कम ज़ोन 2 तक चलने की अनुमति हो (जैसा कि अक्टूबर-2013 के अंतर्देशीय जहाज अधिनियम 1917 के तहत अंतर्देशीय जहाजों के लिए मॉडल नियमों में परिभाषित है)। ईंधन की आपूर्ति एसएमपीके द्वारा की जाएगी।

उपरोक्त कार्य के लिए प्रतिष्ठित, प्रामाणिक और साधन संपन्न भारतीय पंजीकृत बेड़े मालिकों / बेड़े प्रबंधकों / संचालकों से ई-निविदाएं आमंत्रित की जाती हैं।

TENDER NOTICE**e-TENDER for Hiring of One No.20 Ton Bollard Pull Tug for KDS**

TENDER No. MRN/NC/325/2024

<p>Estimated Value of the Tender for Five years Rs. 1277 Lakhs.</p> <p>Pre- Qualification Criteria have been drawn on 01-year Estimated Value of Rs.255.4 Lakhs.</p> <p>Period of Contract 5 years.</p>

Syama Prasad Mookerjee Port, Kolkata intends to hire One Tug of Bollard Pull 20 Ton and above, with plying permission at least up to **Zone 2** (as defined in MODEL RULES FOR INLAND VESSELS Under Inland Vessels Act 1917 dated October-2013), registered under M.S. Act/ I.V. Act for its Kolkata Dock System (KDS) with experienced manning and to carry out all such duties that a tug is capable of, for a period of five years. The fuel will be supplied by the SMPK.

e-Tenders are invited for the above work from reputed, bonafide and resourceful Indian registered Fleet Owners/ Fleet Managers/Operators who meet the following pre-qualification criteria: -

1.0 Pre-qualification criteria**1.1 Technical Criteria:**

A. The firm must have experience in supplying/operating and successfully maintaining at least one I.V. /RSV/MS class tug of Bollard Pull 12 Tons and above/launches/dredgers/any other self-propelled vessels with manning. Performance Certificate and Work Order/Agreement obtained from the previous client to be produced to establish the credibility.

B. The firm must have experience of having successfully completed **similar works** during the last 7 years up to April, 2024 which should be in the following manner:-

(a) 3(three) similar completed works each costing not less than 40% of the estimated

value of Rs.255.4 Lakhs each which equals to Rs. 102.16 Lakhs excluding GST.

OR

(b) 2(two) similar completed works each costing not less than 50% of the estimated value of Rs.255.4 Lakhs each which equals to Rs. 127.7 Lakhs excluding GST.

OR

(c) 1(one) similar completed works costing not less than 80% of the estimated value of Rs.255.4 Lakhs each which equals to Rs. 204.32 Lakhs excluding GST.

'Similar Work' means providing/operating, manning and maintenance of I.V. /RSV/MS class tugs/launches/dredgers/any other self-propelled vessels with man power.

C. Claims for fulfilling the above criteria must be adequately supported by the relevant Agreement/Work order and Performance Certificate from the previous contract/work ordering entity to establish the credibility. Authentic Performance Certificate of similar previous works carried out mentioning value of work and period of work to be submitted. Self-attested & stamped copies to upload.

D. The bidders must submit the copies of TDS Certificates including Form 26AS, for the entire period of work, in support of value of work mentioned in the Performance Certificate/Completion Certificate. Self-attested & stamped copies to upload.

1.2 Financial Criteria:

(A) The average annual financial turnover of the firm during the last 3 years ending 31st March 2023 should be at least 30% of the estimated value of Rs.255.4 Lakhs which equals to Rs.76.62 lakhs to be duly certified by Chartered Accountant mentioning UDIN (Unique Document identification Number). Self-attested & stamped copy to upload.

(B) TDS Certificate including Form 26AS, Audited Balance Sheet and Profit & Loss A/c of the bidding entity along with schedules and audit report, for last 3 years (2020-21, 2021-22 & 2022-23) duly certified by Chartered Accountant mentioning UDIN (Unique Document Identification Number). Self-attested & stamped copies to upload.

(C) If the bidding entity is a Joint Venture/Consortium, they shall submit documents to establish that they jointly meet the eligibility criteria. Each member of the bidding entity of joint venture/Consortium shall also submit Company's TDS Certificate including Form 26AS, Audited Balance Sheet and Profit & Loss A/c along with schedules and audit report, for last 3 years (2020-21, 2021-22 & 2022-23).

Bid Document may be downloaded from:

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

or

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

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

2 MODE OF SUBMISSION OF BID

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

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

- a) Brief particulars of the Firm mentioning company's registration.
- b) Valid Trade License, if applicable.
- c) GST Registration Certificate.
- d) Valid Professional Tax Clearance Certificate/up to date tax payment challan.
- e) Proof of being registered with Employees' State Insurance Corporation (ESIC)/ ESI Registration Certificate
- f) Proof of possessing a valid Employees' Provident Fund (EPF) Account. Copy of Current P.F. Statement / PF Registration Certificate.
- g) EMD of Rs.25.54 Lakhs (Rupees Twenty Five Lakh and Fifty Four thousand) only, payable to "Syama Prasad Mookerjee Port, Kolkata" through RTGS/NEFT or vide alternative modes as detailed at clause no.5 of the NIT. A photocopy of the successful

transaction report must be uploaded in their offer through RailTel Portal <https://kopt.enivida.in>

h) A separate letter addressing to Director, Marine Department confirming that the tenderer has accepted all terms and conditions laid down in the bid document should be enclosed.

i) Photocopy of PAN Card and details of ECS like (i) Name of the Bank with Code No., (ii) Address, (iii)A/C No., (iv) Name of the Branch with MICR Code/IFSC (for outsiders).

j) An undertaking that the tug is free from all encumbrances and lien except from any financial institution.

k) The technical details of the offered tug as per enclosed format as per Cl. no 11, including copy of: -

- i) Bollard Pull Certificate.
- ii) Certificate of registry.
- iii) All valid statutory certificates

l) Signed and stamped copy of integrity Pact to be submitted in a Non- Judicial Stamp paper worth Rs.100/- as per enclosed format. All vacant spaces in the format must be filled in including the signature of the witness.

m) Tender document fee of Rs.2950/-(non-refundable) including GST @ 18%, payable to "Syama Prasad Mookerjee Port, Kolkata" through RTGS/NEFT or the alternative modes as detailed at clause no.5 of the NIT. A photocopy of the successful transaction report must be uploaded in their offer through RailTel Portal <https://kopt.enivida.in>.

n) Self declaration of compliance of Contract Labour Regulation Abolition Act (1970), Workmen Compensation Act and Minimum wage act.

o) Self declaration that the bidding firm has not been debarred/ de-listed by any Govt./ Quasi Govt./Public Sector undertaking in India.

p) MSEs interested in availing exemption of Tender document fee and EMD benefits must enclose with their offer the Udyam Registration Certificate with the Udyam Registration

Number as proof of their being registered under Udyam Registration Portal. The certificate shall be of latest but before the deadline for submission of the bid.

q) In case of Joint Venture/ Consortium, all members have to submit documents as per Clause 2.1.1 a),b, c), d), e), f), i), l), n), o) & p).

All members must submit duly filled relevant formats (Annexure V, Appendix-1 to Appendix-6)

r) **UNDERTAKING:**

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

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

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

s) Power of Attorney in original in connection with signing the tender document.

t) Where the bidder does not possess the Tug, he should be entered into an agreement with the owner of the Tug for purchasing/leasing of the Tug which he intends to deploy to SMP, Kolkata for the duration of the contract, and shall submit an agreement in original affirmed before a first-class judicial magistrate in a non-judicial stamp paper to prove the same. If the bidder is in possession of lease or charter of hire of Tug, then irrevocable lease/charter agreement/MoU duly stamped as per Indian Stamp Act 1958, should be submitted along with the offer.

u) The name of the Liaison Officer and address of his office shall be furnished during submission of the tender. The contractor shall also give undertaking that the liaison officer will not be changed during the entire period of contract without informing Syama Prasad Mookerjee Port, Kolkata.

2.2 The contractor shall submit the documents as per the Check List & above (i.e.as mentioned in clause no.-1.0 & 2.0), else the bid will be rejected. However, the bids will be summarily rejected without any reference to the bidder if the documents mentioned against clause no. 1.1(A, B, C), and 2.1.1 Sl. No. g, m, & p are not submitted at the time of submission of bid online.

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

4.0 INSTRUCTION TO BIDDERS

4.1 Bidders are advised to submit quotation based upon Technical Specification, Terms & Conditions, Scope of Work contained in the Bid Documents and General Conditions of Contract and not to stipulate any deviation. Should it, however, become unavoidable, deviations should be suggested during Pre-Bid meeting. Any kind of communication after the Pre-Bid meeting will not be generally entertained. SMP, Kolkata reserves the right to accept or reject the suggested deviations. No deviation from the laid down conditions of the Bid Document is firm unless it is notified by SMP, Kolkata.

4.2 Syama Prasad Mookerjee Port, Kolkata will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.

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

4.4 The bidders are advised to examine the tender documents carefully and if the bidders find any discrepancy or omission in the Bid Document or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer, who may send a written explanation/letter to the queries. No oral interpretations shall be made by any Bidder as to the meaning, if any, of the provisions of the Bid Documents. Every request for an interpretation shall be in writing, addressed and forwarded to the Engineer at the following address

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

4.5 The bidders may please note that the Syama Prasad Mookerjee Port, Kolkata will not entertain any correspondence or queries on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Syama Prasad Mookerjee Port, Kolkata's Offices for making such inquiries. Should Syama Prasad Mookerjee Port, Kolkata finds it necessary to seek any

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

4.6 Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder. Syama Prasad Mookerjee Port, Kolkata may reject, accept, or prefer any bid without assigning any reason whatsoever.

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

4.8 In case of unscheduled Holiday / Bandh on the date of pre-bid meeting / opening of tenders, the same will be opened on the next working day at the scheduled time.

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

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

4.11 Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorisation or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. Syama Prasad Mookerjee Port, Kolkata may reject outright any bid unsupported by adequate proof of the signatory's authority.

4.20 The Bid Document shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be complete and free from ambiguity, change or inter lineation.

4.13 Bidders shall set their quotations online as per BOQ format and without any qualifications. Price Bids, containing any sort of qualifying expressions will be rejected.

4.14 Changes to Terms & Conditions as enumerated in the bid document will not be valid if not notified by Syama Prasad Mookerjee Port, Kolkata in writing to the bidder. In the event of Syama Prasad Mookerjee Port, Kolkata intends to or awards the work against the said bid to the successful bidder, and the bidder fails to commence the work in stipulated time, the Earnest Money will be liable for forfeiture.

4.15 Syama Prasad Mookerjee Port, Kolkata reserves the right to ask successful bidders, who have submitted their price quotations, to submit a break-up of the submitted

prices with adequate justification to establish for each such component. Bidders to confirm in writing in the form of Tender that should Syama Prasad Mookerjee Port, Kolkata deem it necessary to ask for such a break-up of quoted price, they will be duly bound to provide justification to the same failing which or if their justification of prices are found unacceptable to SMP-Kolkata, their Tenders may be cancelled by Syama Prasad Mookerjee Port, Kolkata.

4.16 Director, Marine Department or his representative may convene meeting with the bidder with seven days prior notice which the bidders will have to attend, failing which decisions of the Director, Marine Department taken unilaterally will be final and binding on the bidder

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

4.18 The bidders must upload all the documents required as per Pre-qualification criteria and the documents enlisted under techno-commercial bid and Price-bid, failing which the tender shall lead to disqualification. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

4.19 Syama Prasad Mookerjee Port, Kolkata reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

4.20 Tender Document (Non-transferable) will be available on the website: <https://smpportkolkata.shipping.gov.in> / RailTel Portal. Parties downloading the tender document from above websites should ensure submission of either the Receipt from Treasurer, SMP-Kolkata, or Demand Draft towards Tender Fee, failing which the tender will not be considered.

4.21 The bidder before filing and submitting the Tender is expected to thoroughly examine the Tender Documents including all instructions, forms, terms, specifications, schedules, and reference drawings. Failure/omission to furnish this information required by the tender Document on submission of a bidder which is substantially responsive to the tender requirement will result in the rejection of such tender.

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

4.23 Deadline for submission of Tender:

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

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

5.EARNEST MONEY DEPOSIT (EMD):

a) Earnest Money Deposit of Rs.25.54 Lakhs (Rupees Twenty Five Lakh and Fifty Four thousand) only shall be submitted by Demand Draft/Bankers Cheque/Pay Order in favor of “Syama Prasad Mookerjee Port, Kolkata” payable at Kolkata.

Alternatively, an amount of Rs. 10 Lakh (Rupees Ten Lakh) only shall be paid by Banker’s cheque /Demand Draft/Pay Order in favour of “Syama Prasad Mookerjee Port, Kolkata” and payable at Kolkata or by RTGS / NEFT as detailed below and the balance amount of Rs.15.54 Lakhs (Rupees Fifteen Lakh and Fifty Four thousand) only to be submitted in the form of Bank Guarantee issued by any Indian Nationalized Bank, having Branch at Kolkata, within three days from the closing of online submission of tender. In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata branch of such 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 EMD format of Bank Guarantee is enclosed. The Bank Guarantee shall remain valid for a period of six months and extendable as may be requested by the port.

Alternatively, EMD may also be paid by RTGS / NEFT along with their offer directly into the designated bank account of Syama Prasad Mookerjee Port, Kolkata.

Name of Bank & Branch: Indian Overseas Bank,

Current Account No.: 227002000000018.

IFS Code: IOBA0002270.

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

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

b) Earnest Money of unsuccessful bidders will be returned within 2 months of opening of Price Bid or on finalization/acceptance of tender, whichever is earlier without interest. If Price Bid is opened before expiring of validity of Earnest Money Instrument the same will be refunded to the bidders other than L-1 bidder. Earnest Money Deposit of L-1 bidder will only be encashed. If Price bid cannot be opened for any reason before expiry date of Earnest Money Instrument, the bidder would be requested to extend the validity of the EMD instrument within the validity period of the offer, failing which the EMD instrument would be encashed. Tender submitted without EMD shall not be considered.

c) Earnest Money Deposit of successful bidder will be returned without interest after submission of Security Deposit. Earnest Money shall be forfeited, if any bidder withdraws his offer within the validity period of the tender and/or alters/amends any terms and/or conditions and/or quoted rate(s), within the validity period of the offer, making it unacceptable to SMPK. For the purpose of the provision, the validity period shall include any/all extension thereof as agreed to by the bidder in writing. SMPK shall also be at liberty to deduct any of their dues from Earnest Money.

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

e) Support/ Preferential Treatment to Micro & Small Enterprises (MSEs):

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/work.

(i) Registration of MSEs: -

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 Udyam Registration Portal. The certificate shall be of latest but before the deadline for submission of the bid.

(ii) Support to MSEs: -

A) Tender sets shall be provided free of cost to MSEs.

B) MSEs shall be exempted from payment of Earnest Money.

6.0 SECURITY DEPOSIT:

6.1 Successful tenderer will submit Security Deposit for a sum equivalent to **5%** of the Total Contract value” as mentioned in the Price Bid Format as accepted by SMPK either in Demand Draft or in the form of Bank Guarantee as per enclosed format in favour of “Syama Prasad Mookerjee Port, Kolkata” from a Nationalized /Scheduled Indian Bank with office at Kolkata through Marine Department (Superintendent. New Construction). In the event of issuing a Bank Guarantee by any branch outside Kolkata, any Kolkata branch of such bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court. The Security Deposit should be valid for the period of 5 years from the date of issuance of “Letter of Intent” and shall have a provision for claim period for 6(six) months after successful completion of the contract of Five (05) year. The Security Deposit will be released without interest within 30 days after successful completion of the contract period and submission of GC3 by the contractor.

6.2 **“While issuing Bank Guarantee issuing applicant must mention receiver’s details as ICICI bank IFSC ICIC0006952 Branch – Kolkata Gillander House, in BG text at which SFMS IFIN 760 messages to be sent by issuing bank, to establish the authenticity of given BG”.**

6.3 SMPK shall encash the Security Deposit in the event of the contractor fails to comply with the conditions of the contract or when the contractor has defaulted for more than 30 days to commence operation at the order of authorized officer or when any amount is to be recovered from the contractor as penalty or deduction and the contractor fails to remit such amount within 30 days after due notice given in this regard.

6.4 The Director, Marine Department shall have the right to ask for the extension of the above Demand Draft/Bank Guarantee till such time the contractual obligation is fulfilled and the contractor will be duty bound to extend the same as asked by Director, Marine Department.

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

6.6 After the issuance of a Letter of Intent, Security Deposit will have to be submitted within 15 (Fifteen) working days. Work Order will be issued immediately after receipt of Security Deposit. The contractor shall commence the work within 45 days after issuance of the 'Letter of Intent'.

7.0 JOINT VENTURES/CONSORTIUM AND OTHER FORMS OF ASSOCIATION

7.1 Bidders: - The following types of entities fulfilling the Pre-Qualification Criteria

shall be eligible to participate as Bidders/ Consortium Bidders under this Tender Document (hereinafter "**Bidders**"):

- (i) A proprietorship firm owned / operated / managed exclusively by an Indian national domiciled in India;
- (ii) A partnership firm duly registered under The Indian Partnership Act, 1932.
- (iii) A limited liability partnership incorporated under The Limited Liability Partnership Act, 2008.
- (iv) A company within the meaning of Companies Act, 2013.

7.2. For Consortium Bidder(s):

- (i) All the constituent members of a Consortium Bidder must fall under any of the categories stated in sub-clause (i) to (iv) of clause 7.1 above;
- (ii) Where a Consortium Bidder is declared to be the L1 Bidder, members of such

Consortium Bidder must incorporate a joint venture entity or a special purpose vehicle, either as a limited liability partnership under The Limited Liability Partnership Act, 2008 or a company within the meaning of Companies Act, 2013, and such joint venture entity / special purpose vehicle shall be the Contractor for the purposes of the Works; Provided however that the members of such Consortium Bidder shall continue to be jointly and severally liable for the performance of the joint venture entity / special purpose vehicle under the Contract. Non-compliance with the aforesaid instructions shall be construed to be non-responsive acts of such unincorporated Consortium Bidder to the Tender Documents.

7.2.1. A Consortium Bidder shall not comprise of more than 3 (three) Bidders out of which the Bidder fulfilling the following requirements shall constitute the Lead Member of the Consortium Bidder:

- (i) the Bidder shall be principally engaged in the business of allied activities;
- (ii) the Bidder's credentials should contribute towards more than 50% (fifty percent) of the Pre-Qualification Criteria; i.e., having an work experience of more than Rs.127.7 Lakhs (excluding GST) on a single contract.

The other members of such Consortium Bidder shall expressly authorize the Lead Member by way of valid and irrevocable power of attorney(s) to submit all necessary documents and undertakings in connection with the participation in the Tender and all such acts of the Lead Member shall be binding on the constituent members of the Consortium Bidder. The Lead Member of the Consortium Bidder shall submit certificates from practicing chartered accountants and/or its statutory auditor (if applicable) to the Tender Authority (as part of the Bid Documents) certifying due compliance of the Lead Member's qualifications, as stated above.

Notwithstanding anything contained herein or any other document, the Lead Member of a Consortium Bidder shall be liable for and responsible to the Tender Authority for all acts of the members of the Consortium Bidder.

7.2.2 In case of a Consortium Bidder, the Lead Member's credentials should contribute towards more than 50% (fifty percent) of the Pre-Qualification Criteria and each of the remaining members of a Consortium Bidder shall contribute towards more than 25% (twenty-five percent) of the Pre-Qualification Criteria.

7.2.3. Members of a Consortium Bidder shall not be permitted to participate

individually or as part of another Consortium Bidder, with respect to this Tender.

- 7.2.4. All the procedures mentioned hereinafter regarding the Bid submission and payment process shall be done by the Lead Member of the Consortium Bidder.
- 7.2.5. There shall not be any change in control (whether directly or indirectly) of any non-individual or juristic entity participating as a member of a Consortium Bidder post submission of the Bid Documents.
- 7.2.6 Each member of a Consortium Bidder, participating in the Tender undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidder(s) with respect to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the Tender process.
- 7.2.7 Any form of bid rigging by any Bidder or any member of a Consortium Bidder including by way bid suppression, complementary bidding, bid rotation, sub-contracting, arrangements with shareholders or ownership interest holders of non-individual and juristic entities, etc. if discovered subsequently, shall result in immediate termination of the Award to such Bidder or Consortium Bidder by the Tender Authority and the Tender Authority shall proceed against such defaulting Bidder or defaulting Consortium Bidder and its constituent members in the manner prescribed under the Tender Document and Applicable Laws.

7.3 PARTICIPATION AS A CONSORTIUM

In case a Bid is submitted by a consortium of Bidders (“**Consortium Bidder**”), the Lead Member of such Consortium Bidder shall provide (for itself and on behalf of the constituent members) or ensure the following:

- 7.3.1 The Lead Member of the Consortium Bidder shall submit certificates from practicing chartered accountants and/or its statutory auditor (if applicable) to the Tender Authority (as part of the Bid Documents) certifying due compliance of the Lead Member’s qualifications, as stated in Clauses 7.2.1
- 7.3.2 Each member Bidder of the Consortium Bidder shall also submit certificates from practicing chartered accountants and/or their respective statutory auditor (if applicable) to the Tender Authority (as part of the Bid Documents) certifying due compliance of the respective member Bidder’s

qualifications.

- 7.3.3 All joint venture agreements, consortium agreements, technical collaboration agreements, financing agreements, etc. ("**Consortium Bid Documents**") which shall ensure that all member Bidders of the Consortium Bidder shall remain jointly and severally liable for implementation of the Works.
- 7.3.4 The Consortium Bid Documents shall explicitly set forth the scope and responsibilities of all the members of the Consortium Bidder in terms of financial and technical commitments/contribution.
- 7.3.5 Authorization in favour of the Lead Member of the Consortium Bidder shall be evidenced by a power of attorney duly signed by the members of the Consortium Bidder as per the format enclosed in the Tender Document.
- 7.3.6 The Consortium Bidder shall constitute a committee which shall be primarily responsible for all liaison activities with the Tender Authority and other regulators during the bidding process and tenure of the Works.
- 7.3.7 The Consortium Bid Documents and the terms thereof shall remain valid and irrevocable for the entire term of the Works and also for an additional period of one year from completion of the Tender Period.
- 7.3.8 The members of a Consortium Bidder shall have demonstrated to the satisfaction of the Tender Authority their respective financial soundness and adequacy of equipment, fleet, cash and cash equivalents to perform their respective obligations under the Tender, if awarded.
- 7.3.9 The members of the Consortium Bidder shall be jointly and severally responsible to obtain all licenses, clearances, registrations, grants, approvals, concessions, permits, etc., in connection with their performances under the Tender and all compliances and obligations under such licenses, clearances, registrations, grants, approvals, concessions, permits, etc., shall also be the jointly and severally responsible of the members of the Consortium Bidder.
- 7.3.10 The members of the Consortium Bidder shall jointly and severally indemnify and keep indemnified the Tender Authority from any losses arising out of or in connection with their performances under the Tender

and/or the Award of the Tender.

- 7.3.11 The members of the Consortium Bidder shall undertake that no dispute inter se between them shall cause any stoppage or cessation of work under the Tender, if awarded. In case of recurring disputes between the members of the Consortium Bidder resulting in delay in timelines of the Works, the Tender Authority reserves the right to call for substitution of the Contractor, i.e., the Consortium Bidder who has been selected for the Works.
- 7.3.12 None of the members of a Consortium Bidder should have been blacklisted by any Governmental or Regulatory Authority and none of members of the Consortium Bidder should be subject or have been subject to proceedings under anti-corruption laws, anti-dumping laws, trade laws and anti-foreign sanction laws and/ or has been involved in (on currently involved in) proceedings pertaining to bid rigging and cartelisation.
- 7.3.13 Documents for and on behalf of members of a Consortium Bidder shall be submitted by the duly authorised Lead Member and it shall be the responsibility of the Lead Member alone to purchase/ legally procure the Tender Document for and on behalf of the members of the Consortium Bidder.
- 7.3.14 It is clarified that an unsuccessful Bidder or any member of an unsuccessful Consortium Bidder shall not participate directly/ indirectly in the Works in any manner whatsoever, after the Award of the Tender has been made in favour of the Contractor.

7.4 Technical & Financial Capability.

The Bidder (whether a Consortium Bidder or not) must satisfy Pre-Qualification Criteria as stipulated in clause 1.1 & 1.2 herein above and other eligibility conditions, as mentioned in the Tender Document.

7.4.1 Assessment of eligibility:

- i. In case of a Consortium Bidder, the Lead Member's credentials should contribute towards more than 50% (fifty percent) of the Pre-Qualification Criteria and each of the remaining members of a Consortium Bidder shall contribute towards more than 25% (twenty-five percent) of the Pre-Qualification Criteria. The Lead Member of the

Consortium Bidder shall additionally fulfil the following criteria:

1. the Lead Member shall be principally engaged in the business of '**Similar Work**' activities.
 2. The Lead Member's credentials should contribute towards more than 50% (fifty percent) of the Pre-Qualification Criteria; and
 3. The Lead Member's cash flows (to the exclusion of other member Bidders of the Consortium Bidder) or financial resources shall be sufficient to meet at least 50% (fifty percent) of the Annual Evaluated Contract Value;
- ii. The Lead Member shall on behalf of itself and each of the Members of a Consortium Bidder, provide as part of the Bid Documents:
1. a Power of Attorney as per format given at Appendix-2, authorizing the Lead Member to act on behalf of the members of the Consortium Bidder;
 2. all information of the participant members in a Consortium Bidder, as applicable to a standalone Bidder;
 3. a statement of inter-se allocation of work and responsibilities between the members of the Consortium Bidder vis-à-vis the Works;
 4. a statement of overlapping responsibilities and work;
 5. a list indicating the extent of third party dependency;
 6. Duly executed and stamped (with adequate stamp duty) a Joint Bidding Agreement (JBA) (substantiated in the form specified at **Annexure-V**, for the purpose of submitting Tender;
 7. An undertaking to the effect that:
 - A. Where a Consortium Bidder is declared to be the L1 Bidder, members of such Consortium Bidder must incorporate a joint venture entity or a special purpose vehicle, either as a limited liability partnership under The Limited Liability Partnership Act, 2008 or a company within the meaning of Companies Act, 2013, and such joint venture entity / special purpose vehicle shall be the Contractor for

the purposes of the Works; Provided however that the members of such Consortium Bidder shall continue to be jointly and severally liable for the performance of the joint venture entity / special purpose vehicle under the Contract;

- B. There shall not exist any agreement, contract, deed, memoranda, etc. inter se the members of the Consortium Bidder, other than the Consortium Bid Documents and the Project Documents to be submitted to the Tender Authority;
- C. No scope of work shall be sub-contracted to any Person suffering from “Conflict of Interest” or whose Bid has been rejected by the Tender Authority;
- D. No change in constitution or shareholding of the Consortium Bidder shall be permitted till expiry of Tender Period.
- E. Each of the members of the Consortium Bidder shall continue to perform their obligations under the Project Documents regardless of any inter-se dispute or any dispute with the Tender Authority, and such pending disputes shall not result in delaying, stoppage or cessation of Works;
- F. The members of the Consortium Bidder shall be jointly and severally liable to obtain necessary clearances, permissions, licenses, approvals, consents, no-objections, etc. as may be required for the Works ;
- G. Each member of a Consortium Bidder shall obtain separate and distinct security clearances from the Government of India and shall be subject to the same set of restrictions as provided therein;
- H. The members of a Consortium Bidder shall be jointly and severally liable to the Tender Authority in connection with the Tender and the Works;
- I. The Tender Authority shall have the right to call for substitution of the Contractor in case of recurring disputes between the members of the Consortium Bidder resulting in delay in the timelines of the Works or there being recurring events of default under the Project Documents.

8.0 CONFLICT OF INTEREST

8.1 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 bidding process under this Tender, if:

- 8.1.1 Where one Bidder is a related party of another Bidder (within the meaning of section 2(76) of the Companies Act, 2013) Provided however, that if the relationship between two Bidders as related parties, arises **ONLY** on account of common shareholding by the President of India/ Governor of any State/ All India Financial Institutions, Public Financial institutions, for the purposes of this Tender, it shall be so deemed that there is no conflict of interest between such Bidders.
- 8.1.2 Where the significant beneficial ownership of two or more Bidders are vested in the same Person or same group of Persons. Provided however, that in Consortium Bidders, group entities of a Group of companies can participate as members of the same Consortium Bidder;
- 8.1.3 A Bidder (or its Affiliates) receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder (or its Affiliates) or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder (or its Affiliates).

In cases of Consortium Bidders, such conflict of interest shall be evaluated between the members of one Consortium Bidder and the members of another Consortium Bidder or any other Bidder. If any member of one Consortium Bidder is found to have conflict of interest with a member of another Consortium Bidder or any other Bidder, then it shall be so construed as if the two Consortium Bidders or Bidders have conflict of interest.

- 8.2 A Bidder (including Consortium Bidder) shall be liable to be disqualified, if any regular legal, financial or technical adviser/ consultant of the Tender Authority in relation to the Tender is engaged by such Bidder (or any of its Affiliates and where there is a Consortium Bidders, by any member of the Consortium Bidder)) in any manner for matters related to or incidental to the Tender or the bidding process under this Tender. For the avoidance of doubt, this disqualification shall not apply where such regular legal, financial or technical adviser/ consultant of the Tender Authority was engaged by the Bidder (or any of its Affiliates) during the period preceding at least 1 (one) year from the date of issuance of the Tender Document and/or in connection with other projects/ assignments and for different nature of services.

8.3 The Contractor (whether a Consortium Bidder or not, and in cases of Consortium Bidders, each member of the Consortium Bidder) shall not appoint any regular legal, financial or technical adviser/ consultant of the Tender Authority during the period of the Tender and also during the 3 (three) year period following the expiration of the Tender Period or termination of the Award of Tender in favour of the Contractor, whichever is earlier.

8.4 In this regard, it must be borne in mind that suppression of such Conflict of Interest, if detected later, shall not absolve the Consortium Bidder / Bidder of its responsibility and appropriate action shall be initiated in terms of the provisions of this Tender Document, including but not limited to suspension, debarment, blacklisting, etc.

8.5 The Bidder(s) shall have valid documents as listed in various clauses of this tender document including those given at Clause 1 & 2 and submit the same in the manner as stipulated.

9.0 PRICING OF THE BID

9.1 General

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

9.2 Currency of Quotations

The bidder shall indicate the prices in Indian Rupees only.

9.3 Validity of Price Bid

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

9.4 Duties and Taxes

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

9.4.2 General Terms & Conditions:

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

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

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

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

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

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

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

to be notified under subsequent Foreign Trade Policy, if SMP, Kolkata is entitled to claim any benefit, the Contractor would not be entitled to claim the same benefit against any money realized against services rendered under the contract.

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

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

9.5 Fuel and Lubricants

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

Lubricants shall be collected only from authorized dealers. SMPK at their discretion may send its representative to oversee/ supervise the bunkering process. All costs of lubricants are to be borne by the contractor.

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

9.5.3 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.

9.5.4 The 'Engineer of the Contract' will conduct trial run after acceptance of the Tug as well as at any time during the entire period of the contract to check the fuel consumption of the Tug. This will be arranged by the contractor as and when asked by the Engineer of the Contract. Joint trial will be carried out at the times of various type of actual operations (towing, pushing, checking in impounded dock as well as river).

9.5.5 Engine Maker Technical data sheet showing fuel oil consumption at different rated power to be submitted prior deployment of the Tug.

9.6 DELIVERY/ REDELIVERY of the Tug will be at Kolkata.

9.7 Mobilization Time

On placement of 'Letter of Intent', the Tug is to be made available at Kolkata and will commence the operation within 45 days. Delay in mobilizing the tug will attract penalty @10% of the fixed Daily Hire Charges for each day of delay. No separate mobilization or de-mobilization charges will be paid. The contractor shall include such costs, if any, in the daily hire charge quoted by him.

In case the contractor fails to mobilize the tug and commence operation at Kolkata within 30 days on expiry of scheduled mobilization period of 45 days, SMPK will be at liberty to terminate the contract and forfeit the Security Deposit.

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

9.8 The cost of fuel remaining onboard (ROB) at the time of **on-hire** and **off-hire** would be reimbursed/ adjusted by the port and the contractor respectively. Payment for fuel ROB shall be made on the basis of lower of fuel price prevailing at Kolkata as on the dates of on-hire or the cost of procurement of fuel onboard by the contractor as per invoice / challan issued by the fuel supplier.

10.0 Interpretation of Terms

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

'THE Board members of SMPK" - The expression "THE Board members of SMPK ' means Members of the Board of the Syama Prasad Mookerjee Port, Kolkata.

The "OWNER" shall mean the Board members for the Syama Prasad Mookerjee Port, Kolkata, a statutory body constituted under the Major Port Authority Act, 2021.

The "CHAIRPERSON" means the Chairman of the Board and includes the person appointed to act in his place under Section-4 of the Major Port Authority Act, 2021.

"THE DIRECTOR, MARINE DEPARTMENT" - The expression "The Director, Marine Department" means the officer holding that post under the Board members of SMPK and includes his successors in office.

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

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

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 VESSEL" - The expression "The Vessel" means the hired 20Ton and above Bollard Pull Tug.

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

‘DEFICIT PERIOD’ shall mean the following:

- i) The period by which the availability of the vessel falls below the minimum guaranteed level;
- ii) The vessel does not report for duty within half an hour on receipt of order;
- iii) The period during which the vessel has been decommissioned without the approval of the Engineer.

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

11. INFORMATION REQUIRED

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

DETAILS OF THE TUG BEING OFFERED:

SL.No.	PARTICULARS	ITEM
1.	NAME OF THE TUG	
2.	OWNER	
3.	FLAG	
3.a.	FLAG as on date.	
3.b.	Whether the Tug was BUILT and FLAGGED in INDIA.	
4	BUILDER	
5	YEAR OF BUILT. (Age of the Tug should not be more than 14 years old as on the date of opening of Techno-Commercial bid).	
6	OFFICIAL NO.	
7	REGISTERING AUTHORITY (must be under MS Act or I.V. Act)	
8	GRT/NRT	
9	LOA (Should not be more than 27 m)	
10	BEAM	
11	DEPTH	

12	DRAFT (Should be between 2.5 m to 4.0 m)	
13	STATIC BOLLARD PULL at 90% MCR (Not less than 20 Ton)	
14	ENDURANCE (full power)[Should be about 07 days in full operating conditions].	
15	TOWING ARRANGEMENT (Must have a towing hook forward for pulling and a towing hook aft for checking of adequate safe working load.).	
16	MAIN ENGINE(No, Make, BHP each)	
17	GENERATOR ENGINE(No, Make, BHP each)	
18	NAVIGATIONAL EQUIPMENTS(Validity of Certificates)	
19	SPEED in Knots (not less than 9 knots)	
20	FUEL CONSUMPTION:	
20.a.	FUEL CONSUMPTION per HOUR at the R.P.M. generating at least 20 Ton Bollard Pull (R.P.M. to be mentioned.)	
20.b.	Specific fuel consumption of Main Engines - (Kg/Kw-hr) as per manufacturer and Classification Society Certificate to be attached.	
20.c.	Fuel Consumption in Liters/hour - (a) 100% MCR - (b) 90% MCR - (c) 50% MCR -	
21	Date of last dry-docking on	
22	Next Dry Dock due on (To maintain validity of class and statutory certificates)	
23	Propulsion (Type)	
24	Crew List (Including Master), Please give details separately, annexed and attached.	
25	External firefighting System: capability with outreach of approx. 30 m., Fire pump for external firefighting with fire monitors, suitable nozzles for Oil spill dispersants, sufficient fire protection system etc.	

26	<p>Embedded GPS tracking and telemetric technologies (Specification).</p> <p>Note: Tug should be installed with embedded GPS tracking and telemetric technologies by the contractor after the successful implementation of the system on the port's own tugs.</p>	
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THE TUG MUST FULFILL THE FOLLOWING CRITERION:

- a. The offered Tug must have plying permission at least up to Zone-2 (as defined in Model rules for Inland vessels under Inland vessels Act 1917 dated October-2013) and should be registered under M.S. Act/ I.V. Act.
- b. The Tug must have valid IACS approved Class Certificates and statutory certificates for the performance of designated duties. The Contractor must keep all statutory certificates of the Tug valid and updated during the entire contract period. For any suppression of information regarding validation or expiry / suspension/ withdrawal of statutory certificates, the contractor will be blacklisted, and security deposit will be forfeited.
- c. The Tug should not be more than 14 years old as on the date of opening of Techno-Commercial bid. The Tug must be FLAGGED in INDIA and built in INDIA.
- d. The Tug should have a bollard pull not less than 20 Tons at 90% MCR. The Bollard Pull Certificate should be issued by an IACS approved Classification Society and it should not be more than **six months** old on the date of opening of Techno-Commercial bid.
- e. Length overall (LOA) of the tug should not exceed 27 m.
- f. The speed of the Tug should not be less than 9 knots.
- g. The tug should have a towing hook forward for pulling and a towing hook aft for checking of adequate safe working load.
- h. The draft of the tug should be between 2.5 m to 4.0 m.

- i. Gross Register Tonnage of the tug should not be less than 100.
- j. The tug should have high maneuverability and be fitted with twin propellers.
- k. The contractor will have to submit the valid copies of all statutory certificates including certificate of its power.
- l. Tug should have **AIS** installed on the Bridge.
- m. 'Digital Flow Meters' should be fitted by the contractor on the fuel inlet and outlet of Main Engines and Auxiliary Engines and the same should be calibrated every year. The copy of the valid calibration certificates to be onboard all the time.
- n. 'Hour Meter' should be installed by the contractor in the engines for recording the running hours of tug engine and the same should be calibrated every year.
- o. In case, the 'Hour Meter' are reported not working or their calibration certificate found to be expired, at any time during the entire contract period, SMPK reserves the right to impose penalty per day equivalent to 20% of Daily Hire Charge until 'Hour Meter' made operational/certificates renewed.
- p. **Tug must have Fire Fighting Arrangement having capability with outreach of approx. 30 m. Fire pump for external firefighting with fire monitors, suitable nozzles for Oil spill dispersants etc. If not available, the successful bidder should make necessary arrangements prior to handing over of the vessel.**

12.0 MANNING:

12.1 Manning in the tug has to be provided as per I.V. Act.

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

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

contractor shall inform appropriate authority for operation of the vessel within the jurisdiction of Kolkata Port with the personnel to be deployed by him.

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

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

13.0 SCOPE OF WORK

13.1 General: The Tug shall primarily be used for assisting vessels in Kolkata Dock System and in the river for berthing/un-berthing/double banking etc. at different berths by towing, checking & pushing within the Inland vessel limits of Kolkata Port. The Tug should have towing hooks forward and aft of adequate safe working load and mooring lines of sufficient strength for this purpose and also should be fitted with proper bow and stern fenders. The Tug should also be used for assisting re-floating of grounded vessels, towing of dead vessels and assisting disabled vessels 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 including assisting in the lighter age operation.

13.2 The contractor will have to supply 1 no. Tug of Bollard Pull of at least 20 Tons at 90% MCR.

13.3 The tug shall be required to be manned, maintained and made available for operation on a 24 hours basis and shall be required to report for operation at ½ (half) hour's notice. However, SMPK reserves the right to use the tug anywhere, anytime, within the limits of the port as per requirement.

13.4 The supplied tug will be used for various lawful services including assisting merchant vessels at KDS, in the river or at any other place within the operational jurisdiction of Syama Prasad Mookerjee Port, Kolkata.

13.5 The tug will be required to undertake Towage and carry out all other works within the natural capabilities of the tug.

13.6 The tug would also be used as a fire float as necessary and for spraying of Oil spill dispersants.

13.7. The tug will be required to maintain communication by VHF, walkie-talkie and mobile phone.

13.8 The tug will normally ply at maneuvering speed except for the operational requirement when the speed may have to be increased or decreased.

13.9 The tug shall be under the operational command of Director, Marine Department or his authorized representatives.

13.10 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 wheel house for effective utilization.

13.11 All transportation costs towards men and material is the responsibility of the contractor.

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

14.0 SMPK's Responsibilities: -

14.1 Fuel:

Fuel for operating the Main Engine, Auxiliary Machineries and equipments onboard the vessel shall be supplied by SMPK from reputed fuel suppliers complying the existing MARPOL regulations, free of cost, from time to time as may be required for keeping the vessel in operating condition round the clock during the entire contract period. Such supply will be made periodically as per requisition from the contractor. A log book to this effect is to be maintained by the contractor as specified in clause 15.0.

At least seven days notice for fuel would be required to be given by the contractor prior to any requirement for replenishment of such stock. The Contractor will have to collect the fuel from the specified points as directed by SMPK officials.

In case, however, due to reasons beyond its control, SMPK fails to supply fuel, the contractor will be required to procure the same directly from reputed suppliers and in such case, actual cost of the procurement will be reimbursed by the port to the contractor on production of bunker delivery note and bills including freight charges, if any.

14.2 Power and Fresh Water Supply: -

Syama Prasad Mookerjee Port, Kolkata shall provide electrical shore connection at the jetties / berths in Kolkata/ Haldia, supply fresh water from its water barges, water hydrants, whenever possible, free of cost. But this is not a binding obligation and is solely at SMPK's discretion.

14.3 SMPK's Mooring / Berthing facilities will be provided free of cost as and when practicable.

14.4 Gate Pass for men and materials:-

SMPK would facilitate obtaining gate passes for the contractor's personnel (Ship's crew and liaison officers) for entry into docks. However, the cost of passes will be borne by the contractor.

15.0 Logbook:

The contractor at their cost will print enough logbooks and log abstracts as per SMPK's approved format. The contractor has to maintain a daily logbook for the vessel. All particulars of the vessel including movement of the vessel, engine's important parameters, daily running hours, fuel oil consumed / bunkered, **the start and stop reading of the Hour Meters (of Main Engines and Auxiliary Engine) and the corresponding timing of each deployment shall also be recorded in the Logbook daily** and to be signed by the In-Charge / Master of the vessel and the same will be checked and counter signed by SMPK officers of user section. A monthly log abstract to be

prepared mentioning all the above stated important parameters duly signed by the In-Charge / Master and counter signed by SMPK representative 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 to be recorded. The daily logbook to be retained on board / office and same to be produced on demand of SMPK.

16.0 BOLLARD PULL

16.1 The Tug should have a steady Bollard Pull of at least 20 Tons at 90% MCR at the time of delivery and same shall be maintained during the entire period of the contract. **The Bollard Pull Certificate issued by an IACS approved Classification Society, should not be more than Six months old on the date of opening of Techno-Commercial bid.** However, the Engineer of contract will conduct the Bollard Pull Test of the offered tug as per Bid Document in presence of IACS approved Class Surveyor witnessed by SMPK officials before hiring the same and this is to be arranged by the contractor at his own cost. In case the Bollard Pull is found to be less than 20 ton at 90% MCR during the trial, SMP, Kolkata reserves the right to reject the tug and forfeit the Security Deposit/Earnest Money Deposit and banning of business can also be taken against defaulting bidders and the Tender will be discharged.

16.2 The Engineer of the contract may conduct the Bollard Pull Test of the tug at any time(s) during the contractual period which shall be arranged by the contractor at his own cost. In case the Bollard Pull is found to be less than 20 ton at 90% MCR at any time, SMPK reserves the right to impose penalty per day equivalent to 20% of the Daily Hire Charge **till rectification of the defect and subsequent Bollard Pull Test in presence of IACS approved Class Surveyor witnessed by SMPK officials.** The contractor will be required to rectify the defect within 30 days or contractor may offer a substitute Tug as per Clause no. 17(c). However, if contractor is unable to rectify the defect in the specified 30 days period or is not able to offer a substitute Tug as per Clause No. 17(c), SMPK will have the absolute right to terminate the contract forthwith.

17.0 GUARANTEED AVAILABILITY:

a) The Contractor will have to stand guarantee for the vessel's availability for at least 350 days in a year, in fully operational condition. In case the availability of the vessel falls below the said minimum guaranteed level no Daily Hire Charge shall be paid

for the DEFICIT PERIOD and in addition to the same, penalty as clause No.20 will be applicable. Further, lay off period of a maximum of 15 days will be allowed in a year subject to obtaining prior approval from the Engineer of the contract. No daily hire charge will be payable to the contractor during such lay off period. Lay off period of 15 days, if not availed in a particular year, cannot be carried forward to the subsequent years of the contract.

b) However, a further lay off period of additional 15 days will be allowed twice during the entire tenure of the five-year period of the contract for dry-docking and survey repair of the Tug for maintaining its Certificate of Class. No daily hire charge will be payable to the Contractor during this lay-up period.

c) Subsequent to commencement of the contract, in case the offered tug is not available for operation, then a substitute tug with similar/better specification than the offered tug (including age of the tug), shall be provided as a replacement by the Contractor at no extra charge within 30 days from the time and date the offered Tug is inoperative/broken down. During the non-availability period of Tug a penalty will be imposed as per clause. no. 20.

18.0 Operation Mode & Charges:

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

18.2 On Stand by Mode

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

19.0 Accrual of Charges

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

19.1 Daily Hire Charge:

These charges shall be paid for every day the Tug is in the standby mode described in clause 18.2 above. However, during the lay of period of the tug either for repair or for any other reason attributable to the contractor, no Daily Hire Charge will be payable.

19.2 Cost towards excess consumption of fuel: -

(i) The upper ceiling of fuel consumption will be considered as **45 liters/hour** (for Two Main Engines and one Auxiliary Engine).

(ii) During the course of deployment, if the fuel consumption is found to be above the admissible quantity (upper ceiling) as stated above, the cost towards the excess consumption of fuel will be recovered from the monthly bills. The cost of fuel will be considered on the basis of the prevailing market rate plus 19.25% overhead charges. If GST becomes applicable on Fuel in future, tax will be levied as per applicable rate.

(iii) The contractor could not utilize the fuel supplied by SMPK during breakdown repair or trial of their Tug. If the same is consumed on account of contractor's requirement, the cost of fuel utilized for the above purpose will be deducted from their monthly bill. Off-hire records (fuel, time, place etc.) with justification certified from user section will be required for payment. The cost of fuel will be considered on the basis of the prevailing market rate plus 19.25 % overhead charges. If GST becomes applicable on diesel in future, Tax will be levied as per applicable rate.

20.0 Deduction and Penalties:

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

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

21.0 Duration of the contract.

This contract will be for five years. The contract will come into force from the date of deployment/commencement of operation of the Tug at SMPK.

22.0 Evaluation and comparison of bids.

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

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

22.3 SMPK reserves the right to refuse the tug on her arrival at Kolkata if the same is found to be not fulfilling the requirement as laid down in the tender.

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

23.0 Bid Opening**23.1 Part-I: Techno-Commercial Bid**

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

23.2 Part-II: Price Bid.

Price Bid of only those Bidders, whose Technical and commercial proposals are complete and acceptable, shall be opened on the scheduled date or a suitable date to be intimated later.

23.3 Signing of the Contract.

On placement of Letter of Intent to the successful bidder, the bidder shall arrange the Tug and all other equipment at Kolkata within 45 days for the operation. The successful bidder will have to make arrangements for signing a formal agreement with Syama Prasad Mookerjee Port, Kolkata on a non-judicial Stamp paper of Rs. 100/- as per enclosed format within the shortest period after placement of work order.

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

25.0 Insurance:

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

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

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

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

25.4 During the hire period the tug shall be kept insured by the Contractors at their expenses against protection and indemnity risks in such form as Port shall in writing approve which approval shall not be unreasonably withheld. Standard insurance cover to cover all Port Risk. If the Contractor fails to arrange and keep any of the insurances provided for under the provisions of sub-clause (25.1, 25.2, 25.3, Port shall notify

Contractors whereupon contractor shall rectify the position within seven running days.

26.0 Payment:

26.1 The contractor will be paid on monthly basis. The contractor has to submit the bill/invoice for a month within 7th day of the next month along with certified logbook extracts, duly certified by the authorized officer of SMPK together with the original supporting documents duly signed with stamp by EIC/ Master of vessel. SMPK will endeavor to pay the contractor within 45 days from the date of submission of an authentic and correct bill.

26.2 Should Syama Prasad Mookerjee Port, Kolkata requests the successful bidder to raise bill in a break-up form, the successful bidder would be duty bound to do so.

26.3 After receiving 'Work Order' from SMPK, the successful bidder must submit their Bank Account No. with [E.C.S.](#) facilities within 15 days from the date of issuance of the 'Work Order' to facilitate payment to the contractor by SMPK through bank.

26.4. PF/EPF, ESI Receipt and proof of payment made to the crew/staff for the previous month to be produced for release of payment.

26.5 No claim for interest shall be admissible or payable to the Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from SMPK, owing to dispute or otherwise or for any delay on the part of the SMPK in making interim or final payment or otherwise (as detailed in clause no. 6.8 of the GCC).

27.0 Termination of Contract.

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

a) The contractor has abandoned the contract.

- b) In the opinion of the engineer, either the progress performance of work is not satisfactory, or the work is not likely to be completed within the agreed period and terms and conditions on account of contractor's lapses.
- c) The contractor has failed to commence the work or has without any lawful excuse under this condition has kept the work suspended for at least fifteen days despite receiving the Engineers or his representative written notice to proceed with the work.
- d) The contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract or repeatedly failing in tests and trials.
- e) Any bribe commission, gift or advantage is given promised or offered by or on behalf of the contractor to any officer, servant or representatives of the Board members of SMPK " or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
- f) The contractor is adjudged insolvent or enters into composition with his creditors or been a company goes into liquidation either compulsorily or voluntarily.
- g) 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 two consecutive months. The decision of SMPK about the performance of the tug will be final.

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

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

27.4 The Board members of SMPK shall have the power to retain all money due to the contractor until the work is completed by other agency and the contractor's liabilities to the Board members of SMPK and known in all respect.

28.0 FORCE MAJEURE

In the event of either party being rendered unable to perform any obligation under the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure

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

29. Law of the Land

All relevant rules and regulations regarding Trade Union, Labour, Marine and Pollution Control have to be complied with by the contractor at their own cost. SMPK shall be at liberty to deduct an 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 SMPK.

30. Compliance of relevant Acts, Ordinances etc. -

30.1 CONTRACT LABOUR LAWS:

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

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

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

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

The aforesaid Acts, Ordinances, Rules, Regulations, By-laws, and procedures shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of this contract. It will be obligatory on the part of contractor to obtain necessary Labour License from the Competent Authority for deploying requisite nos. of labours in the work and submit to the Engineer-in-Charge prior to commencement of the work.

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

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

The contractor shall indicate maximum number of workmen to be engaged on any day for execution of the work in the appropriate place in the ABSTRACT FORM OF TENDER & he shall have to obtain a regular/permanent license as per Sec. 20(1) of the Contract Labour Act. Further, whenever a contract work has commenced or completed, the contractor has to intimate the same to the Assistant Labour Commissioner (Central) in Form IV-A, within 15 days of such commencement or completion.

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

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

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

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

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

30.3 INDEMNIFICATION:

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

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

31. INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION

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

binding on all parties to the contract and shall forthwith be given effect to by the Contractor.

31.2 If the Contractor is dissatisfied with any such decision of the Engineer/his representative, he shall within 15 days after receiving notice of such award/ decision, require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.

31.3 If there is no settlement as mentioned at Clauses – 31.1 &31.2, 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.

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

31.5 If there is still no settlement as mentioned at Clauses – 31.1 31.2,31.3 &31.4, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 including all amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrator and inform the other party within 60 days. If the other party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996, including any amendment thereof.

31.6 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.

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

31.8 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.

31.9 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.

31.10 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.

31.11 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.

31.12 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.

32. Police Verification Certificate:

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

33. Tug's encumbrances on contractor:

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

34. Sub-Contracting:

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

35. INTEGRITY PACT:

The bidder will have to enter into an Integrity Pact with the Port as per format enclosed at Annexure-VII. (On Non-Judicial Stamp Paper of Rs.100/-). All blank spaces to be filled in as appropriate. At present for implementation of Integrity Pact, Shri Bipin Behari Mallick IAS, (Retd) have been appointed by SMP, Kolkata as Independent External Monitor (IEM).

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

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

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

36. FORMAT OF PRICE BID

36.1. Daily Hire Charge for the Tug (A): Rs. /- per Day (Price Not to be quoted here)

36.2 TOTAL EVALUATED PRICE FOR FIVE YEARS= Rs. (365 x A x 5)

= Rs. (Rupees only). (Price Not to be quoted here.)

Note:

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

37. List of enclosed formats: -

1. Proforma of Bank Guarantee- Annexure I
2. Format of Agreement- Annexure II
3. Format of Integrity Pact – Annexure III
4. Format of Bank Guarantee for Earnest Money- Annexure IV
5. Joint Bidding agreement of Consortium Members- Annexure-V
6. Format for Power of Attorney for Signing of Tender- Appendix 1
7. Format for Power of Attorney for Lead Member of Consortium-Appendix 2
8. Profile of the Tenderer -Appendix 3
9. Details of Technical Capability of Bidder -Appendix 4
10. Details of Financial Capability of the Tenderer -Appendix 5
11. Covering letter - Appendix 6
12. Form of Tender (Annexure-VI)
13. Undertaking Format (Annexure-VII)
14. Full particulars of similar works carried out by Tenderer (Annexure-VIII)
15. Details of the tug being offered (Annexure-IX)
16. Checklist for Documents to be Uploaded (Annexure-X)

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

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

To
The Board members of SMPK
For Syama Prasad Mookerjee Port, Kolkata.

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

In consideration of the Board members of SMPK of the Port of Kolkata, a Body Corporate, duly constituted under the Major Port Authority 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 members of SMPK and the Contractor for.....(write the name of the work as per Work Order) in terms of the Letter of Intent 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.....), we.....Bank.....Branch....., do, on the advice of the contractor hereby undertake to indemnify and keep indemnified the Board members of SMPK to the extent of the said sum of Rs.....(Rupees.....). We, Bank.....Branch, further agree that if a

written demand is made by the Board members of SMPK through any of its

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

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

3. WeBank.....Branch, further agree that the Bank
 Guarantee herein contained shall remain in full force and effect, during the period that
 is taken for the due performance of the said contract by the contractor and that it shall
 continue to be enforceable till all the dues of the Board members of SMPK under
 and/or by virtue of the terms and conditions of the said contract have been fully paid
 and its claim satisfied and/ or discharged in full and/or till the Board members of SMPK
 certify that the terms and conditions of the said contract have been
 fully and properly observed/fulfilled by the contractor and accordingly, the Board
 members of SMPK have discharged the Bank Guarantee, subject however, that this
 guarantee shall remain valid upto and inclusive ofdays
 of.....20..... and subject also to the provision that the Board members of

SMPK shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period up to.....or any extension thereof made by us.....Bank.....Branch, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required/determined by the Board members of SMPK, only on a written request by the Board members of SMPK to the contractor for such extension of validity of this Bank Guarantee.

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

5. Notwithstanding anything to the contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be attained by the Bank. Any invocation of guarantee can be made only by the beneficiary directly

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

SIGNATURE.....

NAME.....

DESIGNATION.....

(Duly constituted attorney for and on behalf of)

BANK.....

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

FORMAT OF AGREEMENT
(On Rs. 100/- STAMP PAPER)

AGREEMENT FOR HIRING OF ONE 20 TON BOLLARD PULL TUG

This Agreement made on theday of2024 between the Board members of SMPK, a body corporate constituted by the Major Port Authority Act' 2021 having its Head Office at 15, Strand Road, Kolkata-700001 hereinafter called "Board members of SMPK" (which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part and M/S..... having its registered office at..... hereinafter called the "contractor" (which expression shall unless excluded by or repugnant to the context be deemed to include its assigns or successors in office) on the other part.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of the agreement, viz:-
 - i) The Tender /offer and the acceptance of the tender/offer including terms and conditions finalized and accepted by both parties prior to opening of price Bid submitted by the contractor.
 - ii) The Board members of SMPK General Conditions of Contract, unless superseded by document identified in 2(i) above.
 - iii) The Price Bid as submitted by the contractor and as accepted by the Board members of SMPK.

iv) The work order.....dated.....

v) All correspondences and minutes of the meeting by which item 2(i) to 2(iv) is added, amended, varied or modified in any way by mutual consent.

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

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

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

The common Seal of the Board members of SMPK for the Port of Kolkata was hereunto affixed in the presence of **Director, Marine Department**

Authorised Signatory of the Contractor.

The Common Seal of the contractor

Witness

1.....

2.....

INTEGRITY PACT

On Rs.100/- (Rupees Hundred) Non-Judicial Stamp Paper

Between

Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata) hereinafter referred to as "This Principal"

And

.....hereinafter referred to as "The Bidder/Contractor"

Preamble

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

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

NOW, THEREFORE

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

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

Section-1: Commitments of the Principal/employer.

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

- a. No employee of the Principal, personally or through family members, will, in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/ Prevention of Corruption (PC) Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bid or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor (s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.

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

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

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

Section- 4: Compensation for Damages.

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

Section -5: Previous transgression.

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

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

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

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

- (a) The task of the monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- (b) The monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Syama Prasad Mookerjee Port, Kolkata
- (e) The BIDDER / CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER / CONTRACTOR. The demonstration of a valid interest, unrestricted and unconditional access to his contract documentation, if any. The same is applicable to Sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor(s) with confidentiality.
- (f) The Principal / Employer will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.
- (g) The Monitor will submit a written report to the designated Authority of Principal / Employer / Chief Vigilance Officer of Syama Prasad Mookerjee Port, Kolkata within 8 to 10 weeks from the date of reference or intimation to him by the Principal / Employer / Bidder / Contractor and should the occasion arise, submit

proposals for correcting problematic situation. BIDDER / CONTRACTOR can approach the Independent External Monitor (s) appointed for the purposes of this Pact.

- (h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the relevant IPC/PCA and the Principal / Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (j) The word 'Monitor' would include both singular and plural.

Section-9: Facilitation of Investigation:

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

Section-10: Pact Duration:

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

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

Section-11: Other provisions:

- (1) This agreement is subject to Indian law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.
- (2) Changes and supplements as well as termination notices need to be made in writing in English.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners of consortium members.

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

Section-20: Details of IEMs are:

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

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

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

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

Place.....

Date.....

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

**FORMAT OF BANK GUARANTEE FOR EARNEST MONEY
STAMP PAPER Rs. 100/-**

To
The Board members of SMPK,
Syama Prasad Mookerjee Port, Kolkata.

Whereas M/s. and having it's
registered office at

.....
.....

(hereunder called Bidder) have submitted their offer for the tender

.....

by the Board members of SMPK, a body corporate duly constituted under the Major
Port Authority Act' 2021, have received the offer and have agreed to exempt the
owner from cash payment of Earnest Money.

KNOW ALL MEN by these presents that

.....

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

.....) only, for which payment well and truly to be made

to the Board members of SMPK of the Port of Kolkata, the Bank binds itself, it's
successors and assignees by these presents.

The conditions of the obligations are:-

If the contractor, after having submitted the bid, fails or refuses to
commence the work or any of it's components in accordance with the terms,
conditions and time frames established in the Bid. We undertake to pay to the Board
of Board members of SMPK of the Port of Kolkata up to the above amount upon

receipt of its first written demand, provided that in its demand Syama Prasad Mookerjee Port, Kolkata will specify that the amount claimed by it is due to it owing to the occurrence of the conditions noted above.

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

NOTWITHSTANDING anything contained herein before our liability under the Guarantee is restricted to Rs.....(Rupees.....) only, our Guarantee shall remain in force till....., unless a demand or claim under the Guarantee is made on the Bank in writing on or before....., we shall be relieved and discharged from all our liabilities thereafter.

Authorised Signatories

OFFICIAL SEAL OF BANK

JOINT BIDDING AGREEMENT

To be executed on Non-Judicial Stamp Paper of at least INR 100/-

This Joint Bidding Agreement (hereinafter the “**Agreement**”) is made at [____] on this [____] day of [____] 2024,

AMONG

[____], a proprietorship firm having offices at [____] and represented by its proprietor Shri [____], son of [____], aged about [____] years, resident of [____] and holding PAN/ AADHAR [____] (hereinafter referred to as the “**Bidder 1**” which expression shall unless be repugnant to the context or meaning hereof be deemed to mean and include its successor, permitted assigns and nominees);

AND/OR

[____], a partnership firm registered under The Indian Partnership Act, 1932, having its offices at [____] and represented by its authorised partner Shri [____], son of [____], aged about [____] years, resident of [____] and holding PAN/ AADHAR [____] (hereinafter referred to as the “**Bidder 2**” which expression shall unless be repugnant to the context or meaning hereof be deemed to mean and include its successor, permitted assigns and nominees);

AND/OR

[____], a limited liability partnership incorporated under The Limited Liability Partnership Act, 2008, holding LLPIN [____] and having its registered office at [____] represented by its designated partner Shri [____], son of [____], aged about [____] years, resident of [____] and holding PAN/ AADHAR/ DIN [____] (hereinafter referred to as the “**Bidder 3**” which expression shall unless be repugnant to the context or meaning hereof be deemed to mean and include its successor, permitted assigns and nominees);

AND/OR

[____], a company within the meaning of Companies Act, 2013, holding CIN [____] and having its registered office at [____] represented by its authorised director Shri [____], son of [____], aged about [____] years, resident of [____] and holding DIN [____] (hereinafter referred to as the “**Bidder 3**” which expression shall unless be repugnant to the context or meaning hereof be deemed to mean and include its successor, permitted assigns and nominees).

AND/OR

[____], a company incorporated under the laws of [____], having registration no. [____] and having its registered office at [____] represented by its authorised director

Mr [____], son of [____], aged about [____] years, resident of [____] and holding Passport No [____] issued by [____] (hereinafter referred to as the “**Bidder 3**” which expression shall unless be repugnant to the context or meaning hereof be deemed to mean and include its successor, permitted assigns and nominees).

[Note: Please include names of all members of the Consortium Bidder and basis the nature of the Bidder’s entity, retain the relevant portion and delete the rest.]

For the purposes of this Agreement, the Bidder 1, Bidder 2 and Bidder 3 shall be collectively referred to as the “Parties” and individually a “Party”.

WHEREAS

- A. Syama Prasad Mookerjee Port, Kolkata constituted under The Major Port Authorities Act, 2021 having offices at Syama Prasad Mookerjee Port, Kolkata, 15, Strand Road, Kolkata, West Bengal 700 001 and also an office at [____] (hereinafter the “**Tender Authority**”) has floated the Tender No. [____] (hereinafter referred to as “**Tender**”) and intends to award, under laid down organizational procedure, contract for “[____]”.
- B. The Parties are interested to collectively participate in the Tender and submit Bid Documents to the Tender Authority as against the Tender, in accordance with the terms and conditions of the Tender Document.

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS CONTAINED IN THIS AGREEMENT, THE PARTIES HEREBY AGREE AS FOLLOWS AND THIS AGREEMENT WITNESSES AS UNDER:

Article 1. Definitions

- 1.1. In this Agreement, capitalised terms, unless defined herein shall have the meanings ascribed to them under the Tender Document.

Article 2. Consortium

- 2.1. The Parties hereby irrevocably form a consortium to participate in the Tender jointly and collectively as a “**Consortium Bidder**” (hereinafter “**Consortium**”).
- 2.2. The Parties hereby nominate [____] being a Party hereto as the Lead Member of the Consortium (“**Lead Member**”). For the sake of brevity, the Parties other than the Lead Member shall be referred to as “Other Parties”.
- 2.3. The Other Parties hereby authorise the Lead Member to submit Bid Documents for and on behalf of the Consortium to the Tender Authority in connection with the Tender. The Other Parties have executed an irrevocable power of attorney in favour of the Lead Member for the compliance of and fulfilment of terms and conditions

contained in the Tender Document, for itself and on behalf of the Other Parties.

- 2.4. The Lead Member has verified all the credentials and Pre-Qualification criteria of each of the Other Parties and that none of the Parties do not suffer from any form of ineligibility as stated in the Tender Document and that there are no restrictions under the Applicable Laws for the Parties to participate in the Bid. The Lead Member represents and warrants to the Other Parties that the Lead Member's credentials contribute towards more than 50% (fifty percent) of the Pre-Qualification Criteria. The Other Parties represent and warrant to the Lead Member that each of the other Parties of the Consortium contribute towards more than 25% (twenty-five percent) of the Pre-Qualification Criteria.
- 2.5. The Other Parties agree to remain bound by the acts of the Lead Member in so far as submission of Bid Documents or participation in the Tender is concerned.
- 2.6. Neither the Lead Member nor any of the Other Parties shall participate in the Tender separately or through any other Consortium Bidder (whether incorporated or not).
- 2.7. The Lead Member and each of the Other Parties further represent and warrant to each other that:
 - 2.7.1. No prior approvals or clearances will be required from Governmental Authorities to fund the implementation of the Works;
 - 2.7.2. No agreement or contract shall be executed amongst themselves, other than the consortium agreement or the joint venture agreement or any other agreement (by whatever name called) which shall be submitted to the Tender Authority (setting out the manner and mode of implementation of the Works and the revenue sharing between the Parties);
 - 2.7.3. Each of them shall obtain their respective set of security clearances, permissions and approvals as required for participation in the Tender, under the Consortium; and
 - 2.7.4. Each of them shall cooperate with each other to ensure that the Lead Member is able to fulfil its obligations under this Agreement and the Tender Document.
- 2.8. Roles and Responsibilities of the Lead Member

- 2.8.1. The Lead Member shall collate all relevant documents from the Other Parties as required under the Tender and submit the same as part of the Bid Documents.
 - 2.8.2. The Lead Member shall make all payments required under the Tender Document for itself and on behalf of the Other Parties.
 - 2.8.3. The Lead Member shall ensure that the Lead Member and the Other Parties continues to comply with the Pre-Qualification Criteria.
 - 2.8.4. The Lead Member shall ensure that the Lead Member and the Other Parties continues to comply with the terms and conditions of the Tender Document including the Integrity Pact.
 - 2.8.5. The Lead Member shall submit to the Tender Authority (i) a statement of inter-se allocation of work and responsibilities between the Parties vis-à-vis the Works; (ii) a statement of overlapping responsibilities and Work; (iii) a list indicating the extent of third-party dependency; (iv) a list of sub-contractors proposed to be engaged by the Consortium for the Works; and (v) statement showing availability of funds or provisions for funding the Works.
 - 2.8.6. The Lead Member shall keep the Tender Authority informed if there is any change in the representations and warranties of the Parties and the decision of the Tender Authority as to whether the Consortium should continue with its participation in the Tender or not, will be binding on the Parties.
- 2.9. The Parties shall each use their good faith efforts to cooperate and work together to prepare and, if they mutually agree and the submission of such Bid in the Tender is authorized or requested in writing by the respective board of directors [or partners], submit a Bid in the Tender. Each Party shall provide all resources reasonably necessary to prepare and, if they mutually agree, submit the Bid. The Parties shall also use their good faith efforts to obtain and negotiate any financing necessary for or desired to be obtained in connection with the Works on terms mutually acceptable to the Parties. Each Party shall insure that the other Parties are provided the opportunity, where reasonably practicable, to participate in all substantive discussions and negotiations relating to the Tender including Pre-Bid Meetings organized by the Tender Authority.
- 2.10. The Parties shall constitute a committee which shall be primarily responsible for all liaison activities with the Tender Authority and other regulators in connection with the Tender. Such Committee shall

also designate the necessary liaison officers for necessary coordination with the Tender Authority.

Article 3. Covenants

- 3.1. Upon the Consortium being declared to be the lowest Bidder, the Parties agree to incorporate a special purpose vehicle which shall either be a limited liability partnership incorporated under The Limited Liability Partnership Act, 2008 or a company within the meaning of Companies Act, 2013. The shareholding or ownership interest of the Parties in the said special purpose vehicle shall be as follows:

#	Bidder	Ownership%
1	Bidder 1	[More than 50 %]
2	Bidder 2	[_____]
3	Bidder 3	[_____]

The modality (either a limited liability partnership or company as described above) and revenue sharing arrangement between the Parties shall be disclosed to the Tender Authority by the Lead Member for and on behalf of the Parties. In the event, the Parties incorporate a company under the Companies Act, 2013, the Parties shall enter into a shareholders' agreement between themselves which shall be incorporated in the charter documents of the special purpose vehicle in order to bind the Parties. In the event that the Parties decide to enter into a limited liability partnership, the Parties shall ensure that the partnership agreement executed between them is drafted in accordance with the terms of the Tender Documents.

- 3.2. Upon the Consortium being declared to be the lowest Bidder, the Parties agree to jointly and severally comply and fulfil the terms and conditions contained in the Letter of Intent issued by the Tender Authority (or any Government Authority).
- 3.3. No amendment, modification, waiver of the shareholders' agreement, partnership agreement or charter documents of special purpose vehicles shall be permitted without express written approval of the Tender Authority.

Article 4. Joint and Several Liability

- 4.1. The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Works and in accordance with the terms of the Project Documents including the Tender.
- 4.2. The Parties shall be jointly and severally responsible to obtain all licenses, clearances, registrations, grants, approvals, concessions,

permits, etc., in connection with their performances under the Tender and all compliances and obligations under such licenses, clearances, registrations, grants, approvals, concessions, permits, etc., shall also be the jointly and severally responsible of the Parties.

- 4.3. The Parties shall jointly and severally indemnify and keep indemnified the Tender Authority from any losses arising out of or in connection with their activities connected to their participation in the Tender.
- 4.4. The Parties agree to comply with and remain in compliance with the terms and conditions of the Tender Document including Clause 11 thereto.

Article 5. Miscellaneous

- 5.1. This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Consortium emerges as the Contractor or the Consortium is declared to be an unsuccessful Bidder by the Tender Authority.
- 5.2. Each of the Parties agrees to work exclusively with the other Parties with respect to the Tender. No Party shall negotiate or initiate or continue discussions with (a) any other Person or entity or otherwise solicit, encourage (including by providing any information to), or enter into any agreement (written or oral) with, any other person or entity relating to the Tender.
- 5.3. All notices, requests and other communications to any Party hereunder shall be in writing and shall be deemed given when delivered personally, facsimiled (which is confirmed), emailed (which is confirmed) or sent by overnight courier (providing proof of delivery) to the Parties at the following addresses:

To Lead Member

Address :
 Fax :
 Email :
 Kind Attention :

To Bidder 2

Address :
 Fax :
 Email :
 Kind Attention :

To Bidder 3

Address :
 Fax :
 Email :
 Kind Attention :

The Parties agree that any Notice issued by a Party to another Party(ies) under this Agreement shall also have to be delivered personally, facsimiled (which is confirmed), emailed (which is confirmed) or sent by overnight courier (providing proof of delivery) to the Tender Authority at the following address:

Address :
 Fax :
 Email :
 Kind Attention :

- 5.4. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter of this Agreement.
- 5.5. Any amendment or alteration or modification to this Agreement or any part hereof shall have any effect, unless the Tender Authority has approved the same in writing.
- 5.6. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 5.7. Nothing expressed or implied in this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities upon any person or entity other than the Parties and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns.
- 5.8. This Agreement is governed by the laws of India, place of performance and the High Court at Calcutta shall have exclusive jurisdiction with respect to any dispute or differences or interpretational issues arising between the Parties arising hereunder.
- 5.9. This Agreement may be executed in one or more counterparts, each of which will be deemed to constitute an original, but all of which shall constitute one and the same agreement and may be delivered by facsimile or other electronic means intended to preserve the original graphic or pictorial appearance of a document.

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

For and on behalf of the
[Lead Member]

For and on behalf of the
[Bidder 2]

For and on behalf of the
[Bidder 3]

Authorised Signatory

Name:

Designation:

Authorised by [____]
dated [____]

Authorised Signatory

Name:

Designation:

Authorised by [____]
dated [____]

Authorised Signatory

Name:

Designation:

Authorised by [____]
dated [____]

Format For Power Of Attorney For Signing of Tender

Note: To be executed before Notary Public on a Non-Judicial Stamp Paper of at least INR 100/-

Dated: _____

POWER OF ATTORNEY

To whomsoever it may concern

Mr / Mrs / Ms _____ [Name of the Person(s)]
(hereinafter referred to as the “Attorney”), son / wife / daughter of
_____ 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 Bidder, name of the Lead Member)] to sign and submit the Bid Documents
on behalf of _____ [Name of the Bidder (in
case of a Consortium Bidder, name of the Lead Member)] in connection with [(Tender
No.and (Tender subject- “.....”)]and is hereby
further authorized to provide relevant information/ documents and respond to
enquiries, etc. as may be required by the Tender Authority in respect of the Bid
Documents.

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 / Mrs / Ms _____)

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

Note -

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

Format For Power Of Attorney For Lead Member Of Consortium(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 100)POWER OF ATTORNEY

WHEREAS Syama Prasad Mookerjee Port, Kolkata constituted under The Major Port Authorities Act, 2021 having offices at Syama Prasad Mookerjee Port, Kolkata, 15, Strand Road, Kolkata, West Bengal 700 001 and also an office at [_____] (the “Tender Authority”) has invited bids from interested parties for “.....” (Tender No.) (the “Tender”);

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

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

We, M/s. having our registered office at, M/s. having our registered office at, M/s. having our registered office at, and M/s. having our registered office at, [the respective names and addresses of the registered office of the Consortium Bidders] (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 of the Consortium and the 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 under the Tender Document and, in the event the Consortium is awarded the Contract under the Tender, to conduct all business for and on behalf of the Consortium during the execution of such contract between the Consortium and the Tender Authority, 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 for the Tender, including but not limited to registering and operating the eNivida Portal, 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 the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Tender 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 for the Tender and/or upon award thereof till the Contract is entered into with the Tender Authority.

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

IN WITNESS HEREOF WE HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF202*

For
.....
(Name & Title)

For
.....
(Name & Title)

For
.....
(Name & Title)

Witnesses:

1.

2.

.....

Note: To be executed by all the members of the Consortium.

Profile of the Bidder

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

2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in connection with implementation of the Contract, if awarded:

3. Details of individual(s) of the Bidder (Lead Member in case of Consortium) who will serve as the point of contact/ communication with the Tender Authority:
 - (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 Consortium Bidder	Role
1.		
2.		
3.		
4.		

Signature of Power of Attorney Holder:

Name:

Designation:

Date:

Seal

Details of Technical Capability of Bidder

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

Instructions:

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

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

Name:

Designation:

Date:

Seal

CERTIFIED BY

Name of Chartered Accountant Firm

Registration No. & other details

Name of the Signatory:

Signature:

Designation:

Date:.....

Seal

Details of Financial Capability of Bidder

(In Rs. Crore)

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

Note: Please add / remove rows depending upon the number of Bidders in the Consortium.

Note: The Single Entity Bidder/ each Consortium Bidder should submit its details in the appropriate column.

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

Name:

Designation:

Date:

Seal

CERTIFIED BY

Name of Chartered Accountant Firm

Registration No. & other details

Name of the Signatory:

Signature:

Designation:

Date:.....

Seal

Covering Letter**Date: [____]**

To
 Director, Marine Department
 Syama Prasad Mookerjee Port, Kolkata
 15, Strand Road
 Kolkata - 700001.

Ref: Tender Document bearing Reference No. [____] dated [____] inviting tenders for Hiring of One No. 20 Ton Bollard Pull Tug for KDS for a period of 5 (five) years (hereinafter the “**Tender Document**”)

Dear Sir,

1. I/We, _____(Name of Bidder)_____ (In case of Consortium, please specify names of members and Lead Member) having examined the Tender Document and understood its contents, hereby submit our Bid for Hiring of One No. 20 Ton Bollard Pull Tug for KDS for a period of 5 (five) years from the Work Commencement Date at KDS, Syama Prasad Mookerjee Port, Kolkata.
2. I/We undertake that all information provided in this Bid including addendums and appendices hereto are true and correct and all documents accompanying this Bid are true copies of their respective originals. I/We hereby acknowledge and understand that our Bid shall be liable to be rejected at the sole discretion of Syama Prasad Mookerjee Port, Kolkata (hereinafter referred to as the “**Tender Authority**”) at any time in the event that any of the information and/or documents provided by me/us is found to be untrue, misleading or inaccurate at any time.
3. I/We undertake to make available to the Tender Authority any additional information found necessary or required to supplement or authenticate the Bid as and when called upon to do so.
4. I/We acknowledge the right of the Tender Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We also certify the following:
 - a. I/We/Any Consortium Bidder (as the case may be) have not been debarred by the Central or the State Government or any entity controlled by them or any other legal authority for participating in any tender / contract / agreement of any kind.

b. I/We/Any Consortium Bidder (as the case may be) or any of our associates have, in the past 3 (three) years, neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority/entity nor have had any contract terminated by any public authority / entity for breach on our part.

6. I/We declare that:

a) I/we have examined the Tender Document and have no reservations or objections to the Tender Document, including the Addenda(s), issued by the Tender Authority thereon.

b) I/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 thisBid.

7. I/We understand that the Tender Authority reserves the right to accept or reject any Bid and to annul the bidding process and reject all bids at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.

8. _____(Name of Bidder) hereby undertakes that I/we will abide by the decision of the Tender Authority in the matter of examination, evaluation and selection of the successful bidder and shall not challenge or question any decision taken by the Tender Authority in this regard.

Thanking you,
Yours faithfully,

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

Name:

Designation:

Date:

Seal

FORM OF TENDER

(To be submitted on Tenderer's Letterhead, duly filled up and signed by authorized signatory of the Company)

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

Dear Sir,

We, M/s.(Name of Company) having office at (Address)....., having read and fully understood the Specification, conditions of tender and the General Conditions of Contract for the work of Hiring of One No.20 Ton Bollard Pull Tug for KDS for the Port of Kolkata hereby tender to carry out the specified work, for 5 (Five) years, in accordance with as set forth in the bid document, General Conditions of Contract etc.

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

We hereby agree that the said specification, conditions of the tender and General Conditions of Contract, all correspondences by which the contract is added, amended, varied or modified in any way by mutual consent together with acceptance thereof in writing by or on behalf of the Board of SMPK, shall constitute the Contract.

We have submitted Original Bank Draft/Bankers Cheque /Pay Order No..... dt.....fromBank of Rs.....(Rupees.....) in favour of "Syama Prasad Mookerjee Port, Kolkata" as Earnest Money.

Should Syama Prasad Mookerjee Port, Kolkata ask for a break up of our prices, we shall submit the same forthwith with adequate justification to establish it's veracity, failing which Kolkata Port may cancel our tender and forfeit the Earnest Money

deposited by us.

We also agree to abide by this Tender for a period of 180 days from the date of opening of the Tender and in default of our so doing the Board of SMPK may forfeit the Earnest Money deposited by us.

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

Yours faithfully,

Signature with date

Full Address

(COMPANY SEAL)

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

Undertaking

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

Ref. No.....

Date.....

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

Dear Sir,

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

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

Yours faithfully,

Signature of Tenderer.....

Name:

Designation:

Date:

Seal of the tenderer.....

Syama Prasad Mookerjee Port, Kolkata**Full particulars of similar works carried out by Tenderer**

Tenderers must fill in the undernoted column:

Sl. No	Full particulars of similar works carried out by Tenderer	Value of work	Contract for completion time (period of work)	Actual completion time	Name and Addresses of Authorities for whom work was carried out	Name and Addresses to whom reference can be made

DETAILS OF THE TUG BEING OFFERED

SL.No.	PARTICULARS	ITEM
1.	NAME OF THE TUG	
2.	OWNER	
3.	Whether the Tug was BUILT and FLAGGED in INDIA (Proof of the same has to be submitted).	
4	BUILDER	
5	YEAR OF BUILT. (Age of the Tug should not be more than 14 years old as on the date of opening of Techno-Commercial bid).	
6	OFFICIAL NO.	
7	REGISTERING AUTHORITY (must be under MS Act or I.V. Act)	
8	GRT/NRT	
9	LOA (Should not be more than 27 m)	
10	BEAM	
11	DEPTH	
12	DRAFT (Should be 2.5 m to 4.0 m)	
13	STATIC BOLLARD PULL at 90% MCR (Not less than 20 Ton)	
14	ENDURANCE (full power)[Should be about 07 days in full operating conditions].	
15	TOWING ARRANGEMENT (Must have a towing hook forward for pulling and a towing hook aft for checking of adequate safe working load.).	
16	MAIN ENGINE(No, Make, BHP each)	
17	GENERATOR ENGINE(No, Make, BHP each)	
18	NAVIGATIONAL EQUIPMENTS (Validity of Certificates)	
19	SPEED in Knots (not less than 9 knots)	
20	FUEL CONSUMPTION:	
20.a.	FUEL CONSUMPTION per HOUR at the R.P.M. generating at least 20 Ton Bollard Pull (R.P.M. to be mentioned.)	
20.b.	Specific fuel consumption of Main Engines - (Kg/KW-hr) as per	

	manufacturer and Classification Society Certificate to be attached.	
20.c.	Fuel Consumption in Liters/hour -	
	(a) 100% MCR - (b) 90% MCR - (c) 50% MCR -	
21	Date of last dry-docking on	
22	Next Dry Dock due on (To maintain validity of class and statutory certificates)	
23	Propulsion (Type)	
24	Crew list (Including Master), Please give details separately, annexed and attached.	
25	External firefighting System: capability with outreach of approx. 30 m.	
26	Embedded GPS tracking and telematics technologies (Specification). Note: Tug 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.	

Checklist for Documents to be Uploaded**[Bidder to submit this document completely filled up for evaluation of its offer]**

Name of the Firm:

Sl. No.	Documents to be uploaded as per instructions of NIT	Details of Documents as Uploaded
01.	Work Order/Agreement, Performance Certificate (from the previous contract/work ordering entity).	
02.	A list of important works of a similar nature successfully carried out by him giving the dates of commencement and completion of such works and full particulars of his business organization as per enclosed format 'Annexure-VIII').	
03.	The bidders must submit the copies of TDS Certificates including Form 26AS, for the entire period of work, in support of value of work mentioned in the Performance Certificate/Completion Certificate. Self-attested & stamped copies to upload.	
04.	The average annual financial turnover of the firm during the last 3 years ending 31st March 2023 should be at least 30% of the estimated value of Rs.255.4 Lakhs which equals to Rs.76.62 lakhs to be duly certified by Chartered Accountant mentioning UDIN (Unique Document identification Number). Self-attested & stamped copy to upload.	
05.	TDS Certificate including Form 26AS, Audited Balance Sheet and Profit & Loss A/c of the bidding entity along with schedules and audit report, for last 3 years (2020-21, 2021-22 & 2022-23) duly certified by Chartered Accountant mentioning UDIN (Unique Document Identification Number). Self-attested & stamped copies to upload.	
06.	If the bidding entity is a Joint Venture/Consortium, they shall submit documents to establish that they jointly meet the eligibility criteria. Each member of the bidding entity of joint venture/Consortium shall also submit Company's TDS Certificate including Form 26AS, Audited Balance Sheet and Profit & Loss A/c along with schedules and audit report, for last 3 years (2020-21, 2021-22 & 2022-23).	

07.	Brief particulars of the Firm mentioning company's registration.	
08	Valid Trade License. (if applicable)	
09.	GST Registration Certificate.	
10.	Valid Professional Tax Clearance Certificate/up to date tax payment challan	
11.	Proof of being registered with Employees' State Insurance Corporation (ESIC)/ ESI Registration Certificate.	
12.	Proof of possessing a valid Employees' Provident Fund (EPF) Account. Copy of Current P.F. Statement / PF Registration Certificate.	
13.	EMD of Rs.25.54 Lakhs only, payable to "Syama Prasad Mookerjee Port, Kolkata" through RTGS/NEFT or vide alternative modes as detailed at clause no.5 of the NIT.	
14.	A separate letter addressing to Director, Marine Department confirming that the tenderer has accepted all terms and conditions laid down in the bid document should be enclosed.	
15.	PAN Card:	
16.	Details of ECS like (i) Name of the Bank with Code No., (ii) Address, (iii) A/C No., (iv) Name of the Branch with MICR Code/IFSC (for outsiders).	
17	An undertaking that the tug is free from all encumbrances and lien except from any financial institution.	
18.	The technical details of the offered tug as per enclosed format as per Cl. no 11 (Annexure-IX), including copy of - i) Bollard Pull Certificate. ii) Certificate of registry. iii) All statutory certificates.	
19.	Signed and stamped copy of integrity Pact to be submitted in a Non-Judicial Stamp paper worth Rs.100/- as per enclosed format.	
20.	Tender document fee of Rs.2950/-(non-refundable) including GST @ 18%, payable to "Syama Prasad Mookerjee Port, Kolkata" through RTGS/NEFT or the alternative modes as detailed at clause no.5 of the NIT.	
21.	Self declaration that the bidding firm has not been debarred/ de-listed by any Govt./ Quasi Govt./Public Sector undertaking in India.	
22.	MSEs interested in availing exemption of Tender document fee and EMD benefits must enclose with their offer the Udyam Registration	

	Certificate with the Udyam Registration Number as proof of their being registered under Udyam Registration Portal. The certificate shall be of latest but before the deadline for submission of the bid.	
23.	In case of Joint Venture/ Consortium, all members have to submit documents as per Clause Clause2.1.1 a), b, c), d), e), f), i), l), n), o) & p).	
24.	<p>UNDERTAKING:</p> <p>The bidder shall submit the following unconditional undertaking while submitting the bid using digital signature.</p> <p>“The bidder has fully read and understood the entire Tender Document, GCC and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC and Addenda.”</p> <p>With this there will be no necessity to upload signed bid document and GCC.</p>	
25.	Power of Attorney in original in connection with signing the tender document.	
26.	Where the bidder does not possess the Tug, he should be entered into an agreement with the owner of the Tug for purchasing/leasing of the Tug which he intends to deploy to SMP, Kolkata for the duration of the contract, and shall submit an agreement in original affirmed before a first-class judicial magistrate in a non-judicial stamp paper to prove the same. If the bidder is in possession of lease or charter of hire of Tug, then irrevocable lease/charter agreement/MoU duly stamped as per Indian Stamp Act 1958, should be submitted along with the offer.	

Note: No field is to be left blank.

Signature of Tenderer.....

Name:.....

Designation:.....

Date:

Seal of the tenderer.....