



“Supply, Delivery, Installation, Testing and Commissioning of Oil Pollution Response Equipment and Materials at Haldia Dock Complex.”

Tender No. :- GMM/224/Main/Pol/413

ISSUED BY

**GENERAL MANAGER, MARINE
HALDIA DOCK COMPLEX
HALDIA-721607
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June – 2021

(I) SHORT E-TENDER NOTICE**Reference Tender No.****GMM/224/Main/Pol/413**

Online e-tenders are invited for **“Supply, Delivery, Installation, Testing and Commissioning of Oil Pollution Response Equipment and Materials at Haldia Dock Complex.”**

Date of Pre-Bid meeting: 06/07/2021 at 11:00 Hrs. onwards at the Office of GM (Marine), Jawahar Tower, Haldia Dock Complex, Haldia, Purba Medinipur 721607.

Estimated Cost: Rs. 9,91,24,305/- Plus GST.

Further, bidders may also join the meeting via Video conference through Google Meet link: <https://meet.google.com/aoz-pgqp-dbd>.

Closing date & time of online submission of e-tender: 27/07/2021, up to 15:00 Hrs.

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

General Manager (Marine)
Haldia Dock Complex
Syama Prasad Mookerjee Port, Kolkata

(II). SCHEDULE OF TENDER (SOT)

A. Name of Work	“Supply, Delivery, Installation, Testing and Commissioning of Oil Pollution Response Equipment and Materials.”
B. Tender No.	GMM/224/Main/Pol/413
C. Delivery Period.	6(six) months from placement of LOA/work order
D. Mode of tender	e-Procurement System (Online through RailTel Portal (https://kopt.enivida.in). The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender is acceptable by Haldia Dock Complex, Haldia.
E. Estimated value of tender	Rs. 9,91,24,305/- Plus GST.
F. Date of NIT available to parties	25/06/2021
G. Offline & Online Pre-bid Meeting date & Time	06/07/2021 at 1100 Hours at the Office of GM (Marine), Haldia Dock Complex Further, bidders may also join the meeting via Video conference through Google Meet link: https://meet.google.com/aoz-pgqp-dbd .
H. Bid Security Declaration	As per Annexure- XV

I. Bid Document fee	The intending bidders also should submit the tender fee of Rs. 2,950/- (Rupees Two Thousand NineHundred fifty only) including GST as Bid document Fee (non-refundable), to Haldia Dock Complex, through DD/Banker Cheque in favour of Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex on any Scheduled/Nationalized Bank payable at Haldia, otherwise their offer will be summarily rejected. The original DD/Banker’s Cheque against Tender fees should be physically deposited at the office of Tendering Authority (General Manager Marine), 3rd floor Jawahar Tower, Haldia Dock Complex, Haldia, PIN 721607, separately in a single sealed envelope, mentioning Tender no. with proper marking. Copy of the DD/Banker’s Cheque should be uploaded. In case the aforesaid Bid Document fee [non-refundable] is not deposited by the Bidder, the respective bid will be summarily rejected, treating the same as non-responsive.
J. Transaction Fee for bidding in RailTel Portal	Rs. 8,850.00 (Rupees Eight Thousand Eight Hundred Fifty only).

K. Date of uploading of Replies to Pre-bid Queries on Railtel Portal.	Up to 17:00 hours on 14/07/2021
L. Date of closing of online submission of e- tender for Techno- Commercial Bid & Price Bid.	15:00 hours on 27/07/2021.
M. Date of submission of Bid Document Fee to the office of tendering authority of HDC, SMPK.	Up to 15:00 hours on 28/07/2021
N. Date & time of opening of Part-I(i.e. Techno- Commercial Bid) Date of opening of Part-II i.e. pricebid shall be informed separately.	After 15:30 hours on 28 /07/2021.
O. Tendering authority of HDC,SMPK	GENERAL MANAGER, MARINE HALDIA DOCK COMPLEX HALDIA-721607

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

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

SYAMA PRASAD MOOKERJEE PORT**HALDIA DOCK COMPLEX****III. NOTICE INVITING E-TENDER****(Tender No. GMM/Main/Pol/413)**

E-Tenders, under two part system [Part I: Pre-qualification & Techno- commercial Bid and Part II: Price Bid] are invited on behalf of Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port, Kolkata (SMPK), from reputed, bonafide authorized dealers/ distributors, “Pre-qualification Criteria (PQC)” and complying with the “Test of responsiveness” for the work of “Supply, Delivery, Installation, Testing and Commissioning of Oil Pollution Response Equipment and Materials at Haldia Dock Compex.”

3.1 Pre-Qualification Criteria (PQC):

Item	Prequalification criteria
Inflatable Boom with Accessories.	<p>3.1.1 The average annual financial turnover of the bidder, during the last three (3) financial years, ending 31st March, 2020, must be at least Rs 2,71,87,291/-. Auditor’s Report of the bidding firm, certified by Chartered Accountant (CA), mentioning UDIN (Unique Document Identification Number), for the years 2017-18, 2018-19 and 2019-20, including relevant Audited Balance Sheets and Profit & Loss Accounts, has to be submitted with the bid.</p> <p>Note: The bidder must upload the scanned copies of Annual Financial Turnover Statement (certified by CA) for the years 2017-18, 2018-19 and 2019-20 along with Balance Sheets and Profit & Loss Accounts. In case a bidder is unable to submit audited accounts of financial year 2019-20, due to non-completion of audit or for any other reason, he is allowed to submit a certificate of Turnover (indicating UDIN) issued by the Statutory Auditor of the company/firm for the financial year 2019-20.</p>
Integrated Containment Cum Recovery System with Power Pack and Accessories.	
200 M Shoreline Sealing Boom with Power Pack and Accessories.	
Brush Skimmer(20 TPH)	<p>3.1.2. The firm must have experience of having successfully completed “similar works” (define below) during the last 7 years up to 31st May, 2021 which should be in the following</p> <p>a) 3 (three) similar completed works costing not less than Rs 3,62,49,722/- each; Or</p> <p>b) 2 (two) similar completed works costing not less than Rs. 4,53,12,152/- each, or</p> <p>c) 1 (one) similar completed work costing not less than Rs. 7,24,99,444/-.</p>
Weir Skimmer(20 TPH)	
Sorbent Boom Size min 5 Inch Dia, min length 5 feet.	
VOC Portable Monitor	<p>The term “similar works” means – Supply and Delivery of Oil Spill Response Equipment to any port authority/coast guard/refinery/petrochemical industries/any other organization of repute either government or private.</p> <p>Note: Work order / Agreement / LoI for similar works and successful work completion certificates from clients clearly indicating Work order / Agreement / LoI Number, the period of contract, Actual Payment made for the contract/ works concerned has to be submitted along with the bid.</p>

Bio-remediation	<p>3.1.3. The average annual financial turnover of the bidder, during the last three (3) years, ending 31st March, 2020, must be at least Rs 25,50,000/-. Auditor's Report of the bidding firm, certified by Chartered Accountant (CA), mentioning UDIN (Unique Document Identification Number), for the years 2017-18, 2018-19 and 2019-20, including relevant Audited Balance Sheets and Profit & Loss Accounts, has to be submitted with the bid.</p> <p>Note: The bidder must upload the scanned copies of Annual Financial Turnover Statement (certified by CA) for the years 2017-18, 2018-19 and 2019-20 along with Balance Sheets and Profit & Loss Accounts. In case a bidder is unable to submit audited accounts of financial year 2019-20, due to non-completion of audit or for any other reason, he is allowed to submit a certificate of Turnover (indicating UDIN) issued by the Statutory Auditor of the company/firm for the financial year 2019-20.</p> <p>3.1.4. The firm must have experience of having successfully completed "similar works" (define below) during the last 7 years up to 31st May, 2021 which should be in the following</p> <p>a) 3 (three) similar completed works costing not less than Rs 34,00,000/-each; Or</p> <p>b) 2 (two) similar completed works costing not less than Rs. 42,50,000/- each; Or</p> <p>c) 1 (one) similar completed work costing not less than Rs. 68,00,000/-.</p> <p>The term "similar works" means – Supply and Delivery of Oil Spill Response Equipment/ chemicals to any port authority/coast guard/refinery/petrochemical industries/any other organization of repute either government or private.</p> <p>Note: Work order / Agreement / LoI for similar works and successful work completion certificates from clients clearly indicating Work order / Agreement / LoI Number, the period of contract, Actual Payment made for the contract/ works concerned has to be submitted along with the bid.</p>
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3.2 TEST FOR RESPONSIVENESS

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

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

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

1. Brief particulars of the firm.
2. Copy of the document relating to details of Similar Works previously carried out by the firm with value & period of each work.
3. Copies of Work Order / Agreement / LoI and Work Execution Certificate of having successfully completed works/ contracts in support of their claim of work experience. Note: The work execution certificate must contain the following information such as
 - i) Work order / Agreement / LoI number ii) Period of Contract iii) Actual Payment made for the contract/ works concerned.

4. Copies of the Audited Balance Sheet and Profit and Loss Account for last 3 years (i.e.2017-18, 2018-19 and 2019-20)
5. Bid Security Declaration as per Annexure- XV.
6. Copy of Bid Document Fee submitted through DD/Banker Cheque in favour of Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex on any Scheduled/Nationalized Bank payable at Haldia. The original DD/Banker's Cheque against Tender fees should be physically deposited at the office of Tendering Authority (General Manager Marine), 3rd floor Jawahar Tower, Haldia Dock Complex, Haldia, PIN 721607, separately in a single sealed envelope, mentioning Tender no. with proper marking.
7. A separate letter addressing to General Manager, Marine, Haldia Dock Complex confirming that the tenderer has accepted all terms and conditions laid down in the Biddocument.
8. Signed blank copy of Price Bid format.
9. A declaration that the firms / group of companies / consortium have not been debarred /de-listed by any Govt. / Quasi-Govt. / Public Sector Undertakings.
10. Completed relevant formats in case of JV/ Consortium.
11. Documents related to Provident Fund Registration as applicable.
12. A declaration from the bidder that he or she will not be associated with anyother bidding firms or company for this particular tender.
13. Copy of the Memorandum & Article of Association in case of Limited Company
14. Copy of the Partnership Deed in case of Partnership Firm.
15. All form and formats duly filled in as given at Annexures.
16. Letter of authority/Power of attorney if any.
17. Document related to registration under GST Authority issued by GoI.
18. Filled up "Form of Tender" as per enclosed proforma.
19. Additional information, if any, furnished by the Bidder.
20. Documents related to ESI Registration as applicable. In case the firm is not covered under ESI Act or exempted, they should furnish an Affidavit affirmed before a 1st Class Judicial Magistrate in a Non-Judicial Stamp Paper worth Rs.50/- to that effect as per enclosed SMPK approved format.
21. Tenderer must indemnify SMPK against all damages and accidents occurring to their staff in a Non-Judicial Stamp Paper worth Rs.50/- as per enclosed format.
22. Complete and signed copy of enclosed "Integrity Pact" in a Non-Judicial Stamp Paper worth Rs.50/- .
23. Photo Copy of PAN Card and details of ECS like (i) Name of the Bankwith Code No. (ii) Address, (iii) A/C No., (iv) Name of the Branch with MICR Code/IFSC (for outsiders).
24. Valid Professional Tax Clearance Certificate/upto date tax payment challan.
25. Self-declaration of compliance of Contract Labour Regulation Abolition Act(1970) , Workmen Compensation Act and Minimum wage act.
26. **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.
27. **DEALERSHIP CERTIFICATE:** If the tenderer is an authorized dealer/ distributor, a valid certificate issued by OEM/Principle for the same has to be submitted with tender.

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

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

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

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

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

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

3.3 Other Instructions:

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

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

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

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

3.3.5 Bidders shall submit the Bid Document as stipulated in the "Instructions To Bidders" of the e-tender document. Trustees reserve the right to verify the submitted copies of documents / credentials with the original documents.

3.3.6 E-Tenderers will be received through <https://kopt.enivida.in> up to 15:00 hrs. on the last date of submission and opening of tender specified above.

3.3.7 The E-Tender will be opened shortly after 3.30 p.m. on the stipulated date.

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

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

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

(Capt A. Ghosh)
General Manager (Marine)

IV. Important instructions for E-procurement

Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version 8 or above, and Java 8 Update 151 or 161.

Further, bidders are requested to go through the following information and instructions available on the RailTel Portal (<https://kopt.enivida.in>) before responding to this e-tender:

- Bidders Manual Kit
- Help for Contractors
- FAQ

1	<p>Process of E-tender :</p> <p>THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT https://kopt.enivida.in</p> <p>Vendors are required to register themselves online with https://kopt.enivida.in</p> <p>Contact person (Haldia Dock Complex):</p> <p>1. <u>Capt. A.Ghosh</u> General Manager(Marine) Haldia Dock Complex Ph.No. 03224263303/264818 Email: a.ghosh@kolkataporttrust.gov.in gm-marine.hdc@kolkataporttrust.gov.in Mob. No. 9836298699</p> <p>2. <u>Shri K.K.Singh</u> Asst. Manager Haldia Dock Complex E-mail: kksingh.hdc@kolkataporttrust.gov.in Ph: 7478007301</p> <p><u>Contact persons (RailTel Portal):</u></p> <p>1. Sri Siddharth Ghosh – Mob: 9355030604 email: ewizardsiddharth@gmail.com</p>
2	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at https://kopt.enivida.in. Tenders will be opened electronically on specified date and time as given in the Tender.</p>
3	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>
4	<p>Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with https://kopt.enivida.in. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
5	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
6	<p>Bidding in e-tender :</p> <p>a) Vendor(s) need to submit necessary Tender fees to be eligible to bid online in the e-tender. Tender fees are non-refundable.</p> <p>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p>

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

KOPT e-Nivida Special Instruction to Bidders

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

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

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

GUIDELINES FOR REGISTRATION:

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

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

SUBMISSION OF BIDS

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

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

For any clarification in using eNvida Portal:

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

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

Phone No. 011-49606060/7278929467/8448288981

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

V. Commercial Terms & Conditions

Sl. No.	TERMS	RESPONSE
1.	Mere participation in e-tender will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.	AGREE
2.	Price Bid of techno-commercially qualified bidders shall be opened only.	AGREE
3.	Micro & Small Enterprises(MSEs) shall submit the following documents for availing themselves of waiver cost of tender documents A) Valid NSIC registration certificate with list of stores/ items/services/works for which registration is issued, and B) Certificate of DIC or Aadhar based MSME certificate where the categories of the firm i.e. micro or small is mentioned.	AGREE
4.	Micro & Small Enterprises (MSEs) registered with authorities under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012 are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.	AGREE
5.	Due date of submission of tender will not be extended under any situation	AGREE
6.	Tenders submitted without requisite Bid Document fee are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) and DIC/Aadhar based MSME for items for which the tender is invited.	AGREE
7.	SCOPE OF WORK: As per Tender Document	AGREE
8.	The Terms and Conditions of Tender shall be read in conjunction with the General Conditions of Contract, Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.	AGREE

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

	commercial bid as provided in the tender or (ii) Offer / tender is submitted with any deviation from the tender terms & conditions.	
18.	Bid Document Fee : As per tender Document	AGREE
19.	Performance Guarantee : As per Tender document	AGREE
20.	In the event, the successful bidder fails to execute the order within the stipulated period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order may be cancelled at the option of the Trustees'.	AGREE
21.	PRICES: Rate to be quoted on line for items in BOQ.	AGREE
22.	Evaluated value as per scope of work will have to be quoted.	AGREE
23.	The Bidder shall state clearly his quoted rates both in figure & word.	AGREE
24.	Orders may be placed on the Lowest bidder.	AGREE
25.	Price(s) quoted should remain firm over the contract period.	AGREE
26.	All taxes & duties are deemed to be included in the quoted rate except GST as applicable.	AGREE
27.	EVALUATION CRITERIA : As per relevant clause of Tender document.	AGREE
28.	PAYMENT: As per Tender document.	AGREE
29.	The contractor will be required to commence operation as per the Contract.	AGREE
30.	Work is to be carried out as per terms & condition of the contract document.	AGREE
31.	Penalty for non-function: As per Tender document.	AGREE
32.	Penalty for Non availability of equipment: As per tender document.	AGREE
33.	Compensation (Liquidated damages for failure to supply/ delayed supply): As per Tender document	AGREE
34.	Price adjustment clause: As per Tender document.	AGREE
35.	Compensation against Termination of contract due to Force Majeure : As Per Tender	AGREE

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

VI. INSTRUCTIONS TO THE BIDDERS (ITB)

6.0 General

6.1 Bidders are advised to submit quotation based upon Technical Specification, Terms and Conditions, Scope of Work contained in the Bid documents and General Conditions of Contract and not to stipulate any deviation. Should it, however, become unavoidable, deviations should be suggested during pre-bid meeting. SMPK reserves the right to accept or reject the suggested deviations. No deviation from the laid down conditions of the Bid document is acceptable.

6.2 Bid Document shall remain the property of Haldia Dock Complex, Syama Prasad Mookerjee Port Kolkata.

6.3 HALDIA DOCK COMPLEX, SYAMA PRASAD MOOKERJEE PORT KOLKATA will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.

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

6.5 If the bidders find any discrepancy or omission in the Bid document or have any doubts as to the meaning or intent of any part thereof, they shall at once inform the Engineer, who may send a written explanation to the queries. No oral interpretation shall be made by any Bidder as to the meaning of any of the provisions of the Bid document. Every request for any interpretation shall be in writing, addressed and forwarded to the Engineer at the following address:-

The General Manager, Marine Haldia Dock Complex,
Syama Prasad Mookerjee Port,
3rd Floor Jawahar Tower,
Haldia – 721604.
E-mail: a.ghosh@kolkataporttrust.gov.in

6.6 The bidders may please note that Haldia Dock Complex, Syama Prasad Mookerjee Port will not entertain any correspondence or queries on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Haldia Dock Complex, Syama Prasad Mookerjee Port's Offices for making such inquiries. Should Haldia Dock Complex, Syama Prasad Mookerjee Port find it necessary to seek any clarification- technical or otherwise, the concerned bidder will be duly contacted by Haldia Dock Complex, Syama Prasad Mookerjee Port.

6.7 Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder.

6.8 The Engineer will not be liable for any financial obligation in connection with the work until such time the Engineer has communicated to the successful bidder in writing his decision to entrust the work (covered by the Bid Document).

6.9 INSTRUCTION FOR FILLING BIDS

- i) The Bid, and any annotations or accompanying documentation shall be in English language only and in metric system.
- ii) The currency of the bid shall be in Indian Rupees only and all payments due to the contractor will be made in Indian Rupees.
- iii) Bidders shall clearly indicate their legal constitution and the person signing the tender shall state his capacity and also the source of his ability to bind the bidder.
- iv) The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. Haldia Dock Complex, Syama Prasad Mookerjee Port may reject any bid unsupported by adequate proof of the signatory's authority.
- v) The bid document shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be completed and free from ambiguity, change or interlineations.
- vi) Bidders shall set their quotations in firm figure and without any qualifications.
- vii) Price Bids, containing any sort of qualifying expressions will be rejected.
- viii) In the event of Haldia Dock Complex, Syama Prasad Mookerjee Port intends to or awards the work against the said bid to the said bidder, and the bidder fails to supply the items in stipulated time, punitive action will be taken against him .
- ix) The bidder shall be required to deposit Bid Document fee. Tender submitted without requisite Bid Document fee, will be liable for rejection.
- x) Haldia Dock Complex, Syama Prasad Mookerjee Port reserves the right to ask anyone of the bidders, who has submitted his price quotations to submit a break-up of the submitted prices with adequate justification to establish for each such component. Bidders to confirm in writing in the form of Tender that, should Haldia Dock Complex, Syama Prasad Mookerjee Port deem it necessary to ask for such a break up of quoted price, they will be duty bound to do so as requested by SMPK, they shall be further duty bound to provide justification to the same, failing which or if their justification of prices are found unacceptable to SMPK, their tenders may be cancelled by Haldia Dock Complex, Syama Prasad Mookerjee Port.
- xi) General Manager, Marine or his representative may convene meeting with the bidder with seven days prior notice which the bidders will have to attend, failing which decisions of the General Manager, Marine taken unilaterally will be final and binding on the bidder.
- xii) Haldia Dock Complex, Syama Prasad Mookerjee Port does not bind itself to accept the lowest or any offer/tender or part thereof, and reserve the right to accept or not to accept any or all of the Tenders either in whole or in part, without assigning any reason whatsoever.
- xiii) Changes in terms and conditions as enumerated in the bid document will not be valid if not notified by SMPK in writing to the bidder.

6.10 JOINT VENTURES/CONSORTIUM AND OTHER FORMS OF ASSOCIATION

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

- i) All joint venture agreements/ consortium agreements, technical collaboration agreement shall ensure that all parties of the joint venture/consortium are individually and jointly responsible for the tender conditions and such agreements are legally valid.
- ii) Joint venture/consortium should be in the nature of legally acceptable agreements and such agreements should be notarized.
- iii) Such joint venture/consortium agreement should contain explicitly the scope and responsibilities of all the partners in the joint venture/consortium in terms of financial and technical commitments/contribution. The JV/consortium should be equally, severally and jointly responsible.
- iv) One of the members of the consortium shall be authorized as being in-charge (leadmember), and this authorization shall be evidenced by a power of attorney duly signed by the authorized signatories of the consortium members as per the format enclosed in the tender document as (**Annexure-XI**).
- v) The validity of the joint venture/consortium agreement entered upon on the award of Letter of Acceptance (LOA) by the port should continue for entire period of contract as specified in the tender. All such agreements shall be irrevocable for the above periods.
- vi) Firms with at least 26 % equity holding each shall be allowed to jointly meet the eligibility criteria.
- vii) Where the bidder is a consortium the aggregate net cash accruals, net worth and average annual financial turnover of the individual members forming the consortium shall be submitted.
- viii) The purchaser of the tender document must be a member of the consortium submitting the tender.
- ix) It is clarified that an unsuccessful bidder or JV/Consortium shall not be permitted to join a successful JV/Consortium whose bid is accepted at a later date.
- x) In case of a Consortium, the combined Technical and Financial Capability of those members who have and shall have an equity share of at least 26% (twenty six per cent) each in the Special Purpose Vehicle (or SPV) as explained in this tender document, should satisfy the above conditions of eligibility, provided that each such member shall, for a period of 2 (two) years from the date of commercial operation of the contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPV.

6.11 FURTHER CONDITIONS FOR JV/CONSORTIUM:

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

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

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

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

(bb) Subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb). (i) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; **OR**

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

(iii) Such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; **OR**

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

(v) Such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each others’ information about, or to influence the Tender of either or each other.

B. Bidder shall be liable for disqualification if any legal, financial or technical adviser of SMPK, Kolkata in relation to the Tender is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Tender. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this Tender. Nor will this disqualification apply where such adviser is engaged after a period of 5 (five) years from the date of commercial operation of the contract.

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

Note:

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

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

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

6.12 Technical & Financial Capability.

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

6.13 Assessment of eligibility:

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

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

iii. Experience of any activity relating to an eligible activity shall not be claimed by more than one member of a consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.

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

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

- a) Members of the Consortium shall nominate one member as the „Lead Member“ who shall have an equity share holding of at least 26% of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Annex-XI, signed by all the other members of the Consortium;
- b) The Tender shall contain the information required for each member of the Consortium as per Annex-XII.
- c) The Bidder shall include a brief description of the roles and responsibilities of individual members of the consortium, particularly with reference to technical and financial obligations, as per Annex-XIII & XIV
- d) An individual (single entity) Bidder participating in the instant tender shall not be a member of any other Consortium participating in the instant tender; further, a member of a particular Consortium shall neither submit any tender individually nor shall be a member of any other Consortium participating in the instant tender;
- e) Members of the Consortium shall enter into a binding Joint Bidding Agreement (JBA) (substantiated in the form specified at Annexure-III, for the purpose of submitting Tender. The JBA, to be submitted along with the Tender, shall, inter alia:
- i. Convey the intent to form an SPV with shareholding / ownership equity commitment(s) in accordance with this tender, which would enter into the Contract Agreement and subsequently perform all the obligations of SMPK, Kolkata in terms of the said agreement, in case the Contract is awarded to the Consortium;
 - ii. Clearly outline the proposed roles and responsibilities, if any, of each member; Commit the minimum equity stake to be held by each member;
 - iii. Commit the minimum equity stake to be held by each member;
 - iv. Commit that each of the members, whose experience will be evaluated for the purposes of this Tender, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 2 (two) years from the date of commencement under the contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV;
 - v. Members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the completion of two years from the date of commencement of the contract and
 - vi. Include a statement to the effect that all members of the Consortium shall be liable and responsible jointly and severally for all obligations of SMPK, Kolkata in relation to the contract throughout the contract period.
- f) Except as provided under the Tender Document, including its Addendum, if any, there shall not be any amendment to the said JBA without the prior written consent of SMPK, Kolkata.
- vi. The Single Entity participating in the tender or all the members of the Consortium participating in the tender must not have been debarred by the Central / State Government or any Entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind. An undertaking in this regard shall be given by the Bidder in the

Covering Letter as per Annex-XIV.

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

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

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

6.14 Change in composition of the Consortium

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

- a. The reason for such change with proof, if applicable, shall be submitted along with the application. Request for change without any valid reason will not be entertained by SMPK, Kolkata.
- b. The Lead Member continues to be the Lead Member of the Consortium;
- c. (i). In case of substitution, incoming consortium member substituting the outgoing consortium member is required to meet the eligibility criteria of the tender condition at the time of substitution. (ii). In case of removal of any member without substitution, the remaining member(s) shall fulfil the pre-qualification criteria of the tender. (iii). In case of induction of any additional member(s), documents shall have to be furnished to establish experience and financial health of the proposed additional member.
- d. The new Member(s) expressly adopt(s) the Tender already made on behalf of the Consortium as if it/they were a party to it originally, and is/are neither a Bidder/Member/Associate of any other Consortium participating in this tender nor a single entity having participated in this tender.

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

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

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

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

VII. Special Conditions of Contract (SCC)

7.1. INTERPRETATION OF THE TERMS

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

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

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

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

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

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

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

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

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

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

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

7.2. Scope of Work

i). **Materials and Specification:** The work includes Supply, Delivery, Installation, Testing and Commissioning, training on working of items mentioned in Tender BOQ in detail along with all necessary accessories following all statutory/ marine guidelines and approvals in this regards. All equipment and materials shall be supplied, tested and commissioned to the complete satisfaction of General Manager (Marine), HDC or his authorized representative before handing over. The list of equipment/materials and Technical Specification is given at **Annexure-VII.**

The tenderer should furnish all technical details including weight, size, space and power requirement and any other details for the safe use, storage and stowage of the equipment, its spares, accessories and consumables as detailed in the Technical Specifications.

ii). Pre-dispatch Inspection:

- a) Inspection will be carried out at successful bidder's premises, before delivery of materials by any classification society surveyors (Third Party Inspection Agency) such as IRS / Loyds / Bureau Veritas / American Bureau of Shipping / Det Norske Veritas or any other IACS approved Agency. Cost of the third party inspection agency will be borne by the contractor. Inspection cum dispatch clearance report must be supplied along with the materials at the time of supply. The materials supplied by the supplier should strictly conform to the laid down specifications of the tender / order.

General Manager (Marine) at his discretion may send his representative also for the above inspection for which the contractor should provide inspection call 10 days in advance.

b) Tests and Certifications:**For Boom, Boom Reel and Accessories (Inflatable Boom, Integrated Containment Cum Recovery System and 200 M Shoreline Sealing Boom).**

Tensile strength certificate for fabric and ballast membrane, Buoyancy to weight Ratio certificate, Mill Test Report (MTR) /Certified Mill Test report for Aluminium /Marine grade Steel used in manufacturing of boom reel, connectors and container, Ozone test and UV resistance certificate for fabric, boom effectiveness test, Safe towing speed. Certificate, Pressure test certificate for hoses. Any other relevant certificate for assurance of quality of materials.

For Weir Skimmer and Brush Skimmer:

Performance, capacity and Oil to water recovery ratio tests shall be class certified like Bureau Veritas, DNV, Achilles JQS, LRS, IRS, BIS or equivalent. The performance certificate shall incorporate rating of power pack. Pressure test certificate for hoses, Mill Test Report (MTR) /Certified Mill Test Report for Aluminum/ Marine Grade Steel used in manufacturing of Skimmer System.

For Bio-remediation:

The performance tests from any NABL accredited lab, ICG Certificate for product acceptance/efficacy, NIO certificate for safe use at sea. Any other relevant certificate for assurance of quality of materials.

For Sorbent:

The absorbency certificate from any NABL accredited lab, Incineration certificate for safe incineration, Certificate for quick links mentioning the MoC. Any other relevant certificate for assurance of quality of materials.

VOC (volatile organic compounds) Portable Monitor:

Performance shall be class certified like Bureau Veritas, DNV, Achilles JQS, LRS, IRS, BIS or equivalent, Calibration certificate shall be issued with the instrument serial number mentioned on it and Instrument calibrated on Isobutylene.

All necessary certificates and inspection report to be submitted along with the supply.

iii). TRIAL:

After installation and commissioning, Oil Spill Response Equipment and Materials shall undergo field trial in presence of General Manager (Marine) or his authorized officer at site. The said trial shall be at the sole expense and risk of the supplier who shall bear all costs and liabilities of whatever kind arising out of the same. The trial of the equipment including boom should be carried out in river water during

the strength of tide.

iv). TRAINING :

The contractor shall provide 3(three) copies of Operation and Maintenance manual. Apart from the literature provided, field training on operation and maintenance of the Equipment shall be imparted by the supplier free of cost to the officials nominated by General Manager (Marine), HDC.

7.3. SECURITY DEPOSIT:

7.3.1 The successful tenderer shall have to submit Security Deposit @ 3% (Three) of the Total Contract value excluding GST as accepted by HDC in Demand Draft or in the form of Bank Guarantee as per the enclosed format at Annexure – IX in favour of “Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex” from a National/Scheduled Indian Bank from its branch at Kolkata or Haldia.:-

In case Bank Guarantee is issued by a branch outside Kolkata or Haldia, the same shall be counter-guaranteed by a Kolkata / Haldia branch of the same bank. The Bank Guarantee shall remain valid for 3 months beyond the warranty period.

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

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

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

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

A detail of the bank account is appended here under.

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

7.4. PRICING OF BID

7.4.1 General

The Bid shall be quoted online in and as per format of Price Bid. Bidder shall quote firm prices in Indian Currency (INR) only without any variation on Free Door Delivery basis i.e. Free Delivery up to M.O Division, HDC, Haldia, West Bengal, India at their risk, cost and arrangement. The prices should inclusive of supply, delivery, pre-despatch inspection & testing by third Party Agency approved by IACS , unloading and stacking at site, installation, commissioning, trial, training and any other charges except GST. The prices quoted shall remain firm till completion of work. No price variation will be allowed in any situation from the date of opening of Bid.

7.4.2 Validity of Price Bid

- a) Bids shall remain valid for at least 180 days after the date of opening of Techno Commercial bids.
- b) Notwithstanding clause No. 7.4.2 (a) above, the Employer may solicit the bidder's consent to an extension of the period of bid validity. The request and the response thereto shall be made in writing/email. If the bidder agrees to the extension request, the validity of the bid security shall also be suitably extended. A bidder granting the request will not be required or permitted to modify his bid.

7.4.3 Duties and Taxes

- a) 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.

- b) General Terms & Conditions:

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

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

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

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

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

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

- c) All bidders are required to submit acknowledgement of their income tax returns filed and copies of their Form 26AS for the 2 financial years immediately preceding the financial year in which tax is required to be deducted at source. In case the party fails to submit acknowledgement copies of their income tax returns filed, they are required to submit copies of their Form 26AS of the 2 previous financial years from which it can be ascertained whether TDS of these 2 years is Rs. 50,000 or less. In case parties have not filed their return of income in the 2 previous years and their TDS determined from Form 26AS is Rs 50,000 or more, TDS shall be deducted at the higher of the following rates:-
- (i) Twice the rate specified in the relevant provision of the Income Tax Act
 - (ii) Twice the rate or rates in force
 - (iii) The rate of 5%

7.5. Opening of Price bid

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

7.6. Signing of the Contract

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

- 7.7. Gate passes for the contractor and other authorized representatives of the contractor will be provided on **chargeable basis**.

7.8. Completion Period

- a) The time of completion of work as stated in the scope of work of the tender will be within 06(Six) months from the date of issue of Work order/LOA.
- b) Work completion time shall be binding on the supplier. If work is not completed within the time undertaken without sufficient reason acceptable to the Trustees, the order may be cancelled without notice at the option of Trustees. In the event of failure to execute the order, Trustees will take penal action against the supplier and his name will be removed from the list of approved suppliers. In case of default in completion of work in time or, failure to deliver as per correct specification or, the approved quality within the time stipulated Trustees are entitled to purchase the items and get work done from any other source at the risks, costs and expenses of the supplier. Such purchase may comprise the whole or, any portion of the supply/ work remaining undelivered/ unfinished or, not approved.

7.9. Evaluation and comparison of bids.

7.9.1. The tender will be evaluated on Item wise lowest landed cost F.O.R Haldia Dock Complex excluding GST basis.

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

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

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

7.9.5. The evaluation is also subject to compliance of Department for Promotion of Industry and Internal Trade Order No. P – 45021/2/2017-B.E. – II dated 15.06.2017; Order No. P – 45021/2/2017- B.E. – II dated 28.05.2018; Order No. P – 45021/2/2017-B.E. – II dated 29.05.2019 & Order No. P – 45021/2/2017-B.E. – II dated 04.06.2020 issued pursuant to Rule 153(iii) of the General Financial Rules 2017 in respect of public procurement (Preference to Make in India), order 2017.

Bidders are advised to go through the same to appreciate its implication in the instant tender and furnish documents along with their techno-commercial offer, if applicable.

7.10. EARLIEST ACCEPTABLE YEAR OF MANUFACTURE:

The items should be supplied from the latest manufactured lot (not older than 6 months of date of manufacture) conforming to the current production standard at the time of delivery. Quality certificate from OEM will need to be submitted with the supply and bill.

7.11. Insurance & transit risk:

The quoted price should be inclusive of insurance. Contractor will be responsible for proper transportation and handling. Any kind of Damage in transportation and handling will be the responsibility of the contractor.

7.12. PACKING :

The supplier shall be responsible for proper/strong packing being used in International Trade and delivery of materials. The supplier shall supply all materials properly packed in Weather proof, Sea/Air Worthy packing for Sea/Air Transport under tropical condition and for Inland Transport by Rail/Road or other appropriate transport in supplier's Country as well as in India for protection against any damage, loss, breakage or leakage etc. at their own cost. Each packing must be distinctly marked in English on outside showing consignee's Name and Address, Consignor's Name and Address, Packing List No., Our Order No., etc.

7.13. Inspection at Destination:

All supplies are subject to inspection before acceptance by General Manager (Marine), HDC or his authorized officer at Haldia. In case the equipment supplied is not in good condition/suitable, supplier shall have to replace it at his own cost immediately.

Final acceptance and certification of work will be done by General Manager (Marine), HDC or his authorized officer.

Samples from the supplies may be drawn and tested by the Trustees' own arrangement or at Government / Government Registered Test House. All charges, in this regard, will be borne by HDC / SMP. However, if the same are found to be inferior to the laid down specifications of tender / order, the materials will be rejected in whole or in part and the supplier shall be debited with the cost of test and rejected materials shall be replaced by the supplier at his / their own cost.

7.14. Guarantee: All the items except **Bioremediation** as stated in the tender BOQ will be guaranteed by the supplier for a period of 02 (two) years from the date of satisfactory testing, commissioning and handing over of equipment and materials against any manufacturing defect and poor performance. If such defect is noticed during guarantee period, the supplier will have to rectify/ replace the defective items and put the system into operation free of cost. A guarantee certificate must be submitted by the supplier.

The minimum storage life of **Bioremediation** should be 5 years from the date of supply. In case of any defect within storage life the bidder will have to replace the defective quantity.

The bidder shall submit guarantee certificate along with the supply.

7.15. OEM'S COUNTER GUARANTEE:

A counter guarantee certificate shall be submitted by OEM/principal for providing service during guarantee period as per condition of contract if their authorized dealer /distributor, who will execute the contract, is replaced / terminated by them or found to be incapable by trustees.

7.16. PRODUCT SUPPORT

The supplier/ OEM will have to ensure and provide after sale product support service in India for the spares / stores, assemblies/ subassemblies, fitment items and consumables, Special Maintenance Tools (SMT)/ Special Test Equipment (STE), repairing & servicing on cost basis for a maximum period of 10 years after completion of 02 years of guarantee period.

7.17. REJECTION OF MATERIALS :

Notwithstanding the Inspection, Testing and Trial of equipment and materials by General Manager (Marine), HDC or his authorized officer any material found to be defective in quality and not conforming to the relevant specification, shall be liable to be rejected and the supplier shall replace the same at his cost and arrangement at the earliest. The supplier shall at his own arrangement and cost replace within a period of 1 (one) month of all such defective and rejected materials. Rejected materials shall be at Supplier's risk. They must be collected from the HDC's Marine Office within a fortnight from the date of rejection on observing usual procedure on the matter. If the contractor fails to remove such materials, the Trustees shall have the right to dispose of the same and the supplier shall have no claim against the Trustees in respect of the said rejected materials.

7.18. LIQUIDATED DAMAGES :

If the supplier fails to complete the supply within the scheduled delivery period or such extension thereof, the supplier shall pay, as compensation and not as a penalty, Liquidated Damages to the Trustees @ ½% of the value of the delayed portion of supply, for every week or part thereof, (part of the week being treated as a full week) provided always that the amount of such compensation shall not exceed 10% of the total value of contract excluding GST. GST will be charged on LD amount.

7.19. Payment:

i). 70% payment will be made within 30 days after full supply & delivery in good condition to MO Division, HDC, installation, testing and satisfactory commissioning of Oil Pollution Control Equipment and Materials.

The bidder has to submit Invoice in quadruplicate, Delivery Challan in quadruplicate, Packing List in quadruplicate, Inspection Report of Third Party in duplicate, Manufacturer's Test Report in duplicate, Guarantee Certificate of Manufacturer's/ Principal's in duplicate, Quality certificate from Manufacturer's/ Principal's in duplicate. Payment shall be made to successful Indian bidder through RTGS/ECS/NEFT.

ii). 20% payment will be made within 30 days of satisfactory field trial.

iii). Balance 10% will be made within 90(Ninety) days of satisfactory field trial.

7.20. FORCE MAJEURE

i) In the event of either party being rendered unable by 'force majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'force majeure', shall upon notification to the other party, be

suspended for the period during which 'force majeure' event lasts. The cost and loss sustained by either party shall be borne by respective parties.

- ii) The term 'Force Majeure' as employed shall mean acts of God, earthquake, war, revolt, riot, fire, strike (excluding that of Contractor's Suppliers or Sub Contractor's Employees) and hurricane. Time of performance may be extended by the period of delay, which is directly caused by the 'force majeure'. Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable, as aforesaid, shall notify the other party in writing immediately but not later than 48 (Forty eight) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- iii) Time for performance of the relative obligation suspended by the 'force majeure' may stand extended by the period for which such cause lasts.

7.21. Law of the Land

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

7.22. Compliance of relevant Acts, Ordinances etc.

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

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

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

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

7.23. INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION

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

to by the Contractor.

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

7.23.3) If there is no settlement as mentioned at Clauses – 7.23.1 & 7.23.2, the dispute or differences or claims as the case may be, shall be referred to the Conciliation Committees/Councils comprising of independent subject expert in order to ensure speedy disposal of the case.

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

7.23.5) If there is still no settlement as mentioned at Clauses - 7.23.1, 7.23.2 & 7.23.3, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 including all amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrator and inform the other party within 60

days. If the other party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996, including any amendment thereof.

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

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

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

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

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

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

7.23.12) **PROVIDED ALWAYS AS FOLLOWS:-**

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

7.24. Priority of Documents

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

- a) The contract Agreement (completed).
- b) The Letter of Acceptance / Firm work order.
- c) The priced 'Bill of Quantities'.
- d) Bid Clarification,
- e) The Technical Specification, Special conditions of contract.
- f) The General conditions of contract.
- g) Annexures and Appendices.
- h) All post bid correspondence and any other document forming part of contract, if any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

7.25. INTEGRITY PACT

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

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

7.26. List of enclosed formats

Form of Tender	:	Annexure - I
Format of Agreement	:	Annexure - II
Format for Joint Bidding Agreement	:	Annexure - III
Format for Integrity Pact	:	Annexure - IV
Format of affidavit for ESI exemption	:	Annexure - V
Format for Indemnity Bond	:	Annexure – VI
Specification	:	Annexure – VII
Details of Work Experience	:	Annexure – VIII
Format of Bank Guarantee (Security Deposit)	:	Annexure – IX
Format of Power of Attorney	:	Annexure – X
Format of Power of Attorney for Lead member of Consortium	:	Annexure - XI
Format of Profile of the Bidder	:	Annexure – XII
Format of Details of the Financial Capacity Of the Bidder	:	Annexure - XIII
Format of Covering Letter	:	Annexure - XIV
Format of Bid Security Declaration	:	Annexure- XV
Format of GST Declaration	:	Annexure- XVI
Format of Unpriced Bid	:	Annexure- XVII

Annexure-I**FORM OF TENDER**

To
 General Manager (Marine),
 Jawahar Tower
 Haldia Dock Complex,
 Syama Prasad Mookerjee Port.

Dear Sir,

We, M/s.having read and fully understood the specification conditions of tender and general conditions of contract here by tender to **Supply, Delivery, Installation, Testing and Commissioning of Oil Pollution Response Equipment and Materials at Haldia Dock Complex** to the Trustees for the Syama Prasad Mookerjee Port in accordance with and as set forth in Notice Inviting Tender, General Conditions of Contract etc.

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

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

We have deposited with the Trustees' General Manager (Finance) Rsvide Receipt No.....dated..... Bid Document Fee, Photostat of which is attached.

Original Draft/Bankers Cheque NoFrom Bank is enclosed.

We also agree to abide by this tender for a period of 180 days from the opening date of Technical (Cover-I) and in default of our so doing, Punitive action as per Bid Security Declaration may be taken against us.

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

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

Yours faithfully,

Dated.....
 Full Address

Signature.....

(Seal)

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

Annexure-II**FORM OF AGREEMENT (On Rs. 50/- STAMP PAPER)**

THIS AGREEMENT made thisday of.....200 .. between the Board of Trustees for the Syama Prasad Mookerjee Port, a body corporate constituted by the Major Port Trusts Act, 1963 (therein after called “Trustees” which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and (hereinafter called “ the Contractor ”, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part.

WHEREAS the Trustees are desirous that certain works should be executed / constructed , viz.

..... and have accepted a Tender / Offer by the Contractor for the execution and maintenance of such work NOW THIS AGREEMENT WITNESSETH as follows :

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.
 - (a) The said Tender / Offer & the acceptance of the Tender / Offer
 - (b) Corrigendum/Addendum if any
 - (c) The General Conditions of Contract
 - (d) The Special Conditions of Contract
 - (e) The Conditions of Tender
 - (f) The Technical Specifications
 - (g) The Schedule of Rates
 - (h) The Terms of Payment
 - (i) All correspondence by which, the contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Trustees to execute and maintain the work in conformity in all respects with the provisions of the contract.

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

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

Contractor

General Manager, Marine
Haldia Dock Complex, SMPK

Witness

1.....

2.....

Annexure-III**Joint Bidding Agreement**

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

THIS JOINT BIDDING AGREEMENT is entered into on this theday of20...
AMONGST

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

AND

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

AND

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

AND

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

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

WHEREAS,

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

documents in respect of the work, and

- (C) It is a necessary condition under the tender document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Offer.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

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

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

3. Covenants

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

4. Role of the Parties

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

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

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

5. Joint and Several Liability

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

6. Shareholding in the SPV

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

First Party:

Second Party:

{ Third Party: }

{ Fourth Party: }

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

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

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

7. Representation of the Parties

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

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

adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

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

9. Miscellaneous

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of LEAD MEMBER by:

Name

Signature

Designation

Address

SIGNED, SEALED AND DELIVERED

For and on behalf of SECOND MEMBER by:

Name

Signature

Designation

Address

SIGNED, SEALED AND DELIVERED

For and on behalf of LEAD MEMBER by:

Name

Signature

Designation

Address

SIGNED, SEALED AND DELIVERED

For and on behalf of SECOND MEMBER by:

Name

Signature

Designation

Address

In the presence of:

1.....

2.....

Notes:

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

Annexure-IV**INTEGRITY PACT****Between**

Syama Prasad Mookerjee Port (SMP) hereinafter referred to as “ThePrincipal/Employer”

And

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

Preamble

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

In order to achieve these goals, the Principal will appoint an Independent External Monitor(IEM) appointed by the principal, will monitor the tender process and the execution of thecontract for compliance with the principles mentioned above. Ms. Bulbul Sen; IRS (Retd.) and Shri Anand Deep, IRS(Retd.) are the appointed IEMs for Syama Prasad Mookerjee Port

NOW, THEREFORE

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

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

Section-1: Commitments of the Principal/employer.

- (1) The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles:-
- a. No employee of the Principal, personally or through family members, will,

In connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any materials or immaterial benefit which the person is not legally entitled to. The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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

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

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

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

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

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

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

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

Section- 4: Compensation for Damages.

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security/ or take punitive action as per Bid Security Declaration.

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

Section -5: Previous transgression.

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

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

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all 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: Independent External Monitor (IEM).

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

- contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.
- (g) The Monitor will submit a written report to the designated Authority of Principal / Employer / Chief Vigilance Officer of Syama Prasad Mookerjee Port within 8 to 10 weeks from the date of reference or intimation to him by the Principal / Employer / Bidder / Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER / CONTRACTOR can approach the Independent External Monitor (s) appointed for the purposes of this Pact.
 - (h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
 - (i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the relevant IPC/PCA and the Principal / Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
 - (j) The word 'Monitor' would include both singular and plural.

Section-9: Facilitation of Investigation:

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

Section-10: Pact Duration:

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

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

Section-11: Other provisions:

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

For & on behalf of the Principle
(Office Seal)

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

Place.....

Date.....

Witness 1:

(Name & Address)_____

Witness 2:

(Name & Address)_____

Annexure-V**FORMAT OF AFFIDAVIT FOR ESI EXEMPTION****(On the Rs. 50 Non Judicial Stamp paper)****BEFORE THE 1st. CLASS MAGISTRATE AT.....
(AFFIDAVIT)**

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

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

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

That my aforesaid firm is exempted from E.S.I. Act and the said firm has no valid ESI registration.

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

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

Identified by me**DEPONENT**

Annexure – VI**INDEMNITY BOND**

BY THIS BOND I, Shri/Smt.....Son of Shri/Smt.
residing athaving
 occupation.....the Partner / Proprietor / Director
having office at, am a tenderer under Marine Department
 ,Haldia Dock Complex, Syama Prasad Mookerjee Port (A statutory Body under MPT Act ,1963).
 WHEREAS , the said Haldia Dock Complex, Syama Prasad Mookerjee Port had asked the every tenderer
 , who is not covered under E.S.I. Act or exempted to furnish an Indemnity Bond in favour of Marine
 Department ,Haldia Dock Complex, Syama Prasad Mookerjee Port against all damages and accidents to
 the labourers tenderer / contractor.

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

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

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

Sureties

Signature of the Indemnifier

a) Name :
 Signature
 Address :

b) Name :
 Signature
 Address :

Witnesses

Name :
 Signature :
 Address :

Annexure – VII**Technical Specification**

(To be submitted duly signed and stamped)

1. Inflatable Boom with Accessories : 1700 M + 03 Power pack		
Sl.	Description	
1.	Standard	The boom shall be manufactured as per latest ASTM standard.
2.	Inflation/deployment	The boom shall be inflatable from a single point source with an option of inflating chamber wise as well. 200 mtrs to 250 mtrs of boom shall be deployable within 20 mins.
3.	Buoyancy Chambers	Shall have individual and isolated buoyancy chambers. Chamber Sectional Length – minimum 3.3 m Buoyancy Chamber Length – 3.0 m
4.	Section Length	50 mtrs
5.	Fabric	Base Fabric: Polyamide/Polyester/Nylon. Main Fabric (Coating): Neoprene Rubber Coating: Coating for resistance against UV, Sunlight and Oil resistance. Color: Black with yellow markings The Neoprene booms should be Strong and durable; withstand wear and tear, tensile stress, drag force etc.
6.	Tensile Strength	Tensile strength – minimum 315N/mm
7.	Tear Strength	Not less than 30 kg
8.	Boom Weight	Minimum 12 kg/mtr
9.	Freeboard	Minimum 500 mm (+/- 5%)
10.	Draft	Minimum 700 mm (+/- 5%)
11.	Buoyancy to Weight ratio	Minimum reserve of 10:1
12.	Ballast chain	Tensile strength – minimum 100kN
13.	Colour	International Orange/Black with luminous stripes.
14.	Safe towing speed	Minimum 0.5 kn without entrainment of oil in J/U configuration. Minimum 06 kn for in-line towing
15.	Effectiveness	Boom must be effective in currents up to 6 knots & Wave Height up to 1.5 m.
16.	Boom Reel	Shall be heavy duty, hydraulic operated and designed to store, deploy and retrieve oil boom. The control system for boom speed regulation shall be provided on the boom reel. should be made from Non Corrosive Stainless Steel, and or Marine grade aluminium.
17.	Size of Boom Reel	As per boom size
18.	Reel Storage	200 mtrs to 250 mtrs
19.	Reel Frame	Box section of A grade steel with minimum thickness 5mm with forklift pockets and 4- point lifting eyes and slings
20.	Spool	Heavy duty A grade steel
21.	Paint system	Zinc coated with marine grade two coats of epoxy paint with orange finish
22.	Lifting points	Fork lift pockets and 4-point certified lifting eyes and slings

23.	Storage	A suitable container for stowing Boom Reel with 200 m to 250 m Boom, Power pack with hoses (hydraulic and discharge) and air pack inflator with hoses. Fork lift points and strong points facilitating lifting with help of lifting slings for easy storage and transportation. Container shall have Locking arrangements for Boom Reel, Power Pack and Air Pack inflator and Securing arrangements for hoses(hydraulic and discharge).
24.	Boom Speed Regulation	The control system for boom speed regulation shall be provided on the boom reel.
25.	Air Inflator	Shall be either integral with power pack or separate blower compatible with the boom inflation/deflation and deployment rate. Shall be driven with independent suitable, rugged, air cooled diesel engine. The engine shall be electric start with spark arrestor and auto over speed shutdown valve. Should have an option of secondary start. Shall be provided with standard air hose set (min 8 m) for inflation & deflation of boom buoyancy chambers
26.	Hydraulic Power Pack	Suitable diesel Engine and Hydraulic Pump shall be independently mounted on a tough steel frame fitted with inflated wheels. Shall be provided with hydraulic hoses with quick release couplings to reel and power pack, if power pack is not integral to boom reel. Engine shall be low noise, diesel (air cooled) with electric and hand start mode. Shall be provided with automatic over-speed shutdown valve and exhaust spark arrestor. Variable speed controller to vary hydraulic oil pressure. The power pack shall have strong points facilitating lifting with help of lifting slings and forklift points for easy storage and transportation.
27.	Accessories for each 200m/250m length	Towing Equipment - 1 Set Anchoring System - 6 sets Emergency Repair Kit - 1 Set Standardized tool kit with box and spare kit as per OEM recommendations - 1 set Strong durable lifting slings for container, boom reel, power pack and air inflator as per ASTM standard - 4 pcs (1 / equipment - container, reel, power pack and air inflator) ASTM connectors (1657/1657M) preferably Universal connectors with quick release and assembling characteristics so that two different types (make and model) of booms of same dimensions can be attached to each other for usability. High pressure jet-spray portable washer for boom washing one for each Boom Reel.
28.	Paint System	All components (as applicable) to be painted with internationally accepted standard paint scheme.
29.	Safety Standard	Shall take into consideration all ASTM as well other international safety standard with regard to operator and equipment operations.
30.	Spare Kit	The kit shall include spares for emergency repair requirement for Boom, Boom Reel, and Power Pack and Air Pack inflator along with tool kits.
31.	Cover	Heavy Duty Cover for Boom Reel, Power Pack and Air Pack Inflator.

2. Integrated Containment Cum Recovery System with Power Pack and Accessories: 2 nos.		
Sl.	Description	
1.	Manufacture	Shall be manufactured as per latest ASTM standard Shall be abrasion, puncture, bridging, shock load and hydrostatic resistant as per latest ASTM standards. Shall provide a safe means of oil containment as per latest ASTM standard.
2.	Deployment	(a)A modular containment and recovery system to provide safe, quick and efficient means for carrying out pollution response from onboard ship. (b)Deployable with inflation of each chamber manually. The boom shall be inflatable from a single point source with an option of inflating chamber wise as well. (c)Suitable mechanism to reduce the speed of surface water/oil and to facilitate easy containment & collection of oil shall be part of the boom. (d)The system should perform as a independent containment cum recovery system, wherein single vessel is utilized for complete operation.
3.	Buoyancy Chambers	Shall have individual and isolated buoyancy chamber not exceeding 5 m.
4.	Total Length	The total length should not be less than 60 mtrs.
5.	Fabric	(a)Strong and durable; withstand wear and tear, tensile stress, drag force etc (b)Fabric material should be Neoprene rubber/ Synthetic rubber/ Hypalon (c) Coating – 100% UV, sunlight and oil resistance
6.	Tensile Strength	Tensile strength of boom wall – Minimum 250 N/mm.
7.	Freeboard at the front opening	Minimum 450mm
8.	Draft at the front opening	Minimum 650 mm
9.	Buoyancy to Weight ratio	Minimum reserve of 10:1
10.	Ballast member	Tensile strength – Not less than 100 kN
11.	Safe towing speed	Minimum 2.5 kn without entrainment of oil in configuration
12.	Effectiveness	Currents – minimum 3 kt Wave height – up to 1.5 m
13.	Color Coding	As per ASTM standard and IMO guidelines
14.	Ease of repair/replacement	The air inflation hose shall be easy to remove/ replace. The boom fabric if damaged shall be easy to repair by in-house expertise and OEM supplied repair kit
15.	Recovery	The system must be able to contain and recover the oil simultaneously.
16.	Boom Reel	Shall be heavy duty, hydraulic operated and designed to store, deploy and retrieve oil boom.
17.	lifting points	Fork lift pockets and 4-point lifting eyes and slings.
18.	Size of Boom Reel	As per boom size

19	Reel Frame	Box section of A grade steel of appropriate thickness.
20	Spool	Heavy duty A grade steel
21	Paint system	as per ASTM standard and IMO guidelines
22	Ease of stowage and transportability	A suitable container with fork lift points for entire system along with power pack and accessories.
23	Air Blower	Shall be either integral with power pack compatible with the boom inflation/ deflation and deployment rate. Shall be driven with independent suitable, rugged, air cooled diesel engine fitted on trolley mounted base with collapsible handles for easy portability. The engine shall be electric/ hand start with spark arrestor and auto over speed shutdown valve. Shall be provided with standard air hose set with multiple filling points for inflation and deflation of boom buoyancy chambers
24	Hydraulic Power Pack	Diesel engine (air cooled) of compatible capacity. Single Power pack to be provided for operating whole system (Skimmer, Hose reel, Boom winder, Air blower) and other accessories. Shall be electric and hand start with an optional drive for integral air compressor. Shall be provided with automatic over-speed shutdown valve , exhaust spark arrestor and Variable speed controller.
25	Skimmer	Type: In-line skimmer with inbuilt pump, integrated as a single composite unit. Material: Marine grade aluminium or stainless steel with excellent anti corrosion, chemical resistance features Capacity: To suit oil recovery rate of minimum 50m ³ /hr as certified by ASTM or other equivalent standards. Oil to Water Recovery Ratio: Minimum 75%
26	Ease of stowage and transportability	Strong points facilitating lifting with help of lifting slings for easy storage and transportation
27	Accessories for each system	Towing Equipment along with accessories required for single vessel operation.
		Emergency Repair Kit - 1 set
		Standardized tool kit with box and spare kit as per OEM recommendations - 1 set
		Strong durable lifting slings for container, boom reel, power pack and air inflator as per ASTM standard
28	Cleaning System	High pressure jet cleaner of suitable capacity.
29	Paint System	All accessories other than boom to be painted with internationally accepted standard paint scheme.
30	Safety Standard	Shall take into consideration all ASTM as well other international safety standard with regard to operator and equipment operations.

31	Spare Kit	The kit shall include spares for emergency repair requirement for Boom, Boom Reel, Power Pack and Air Pack inflator along with tool kits.
32	Cover	Heavy Duty Cover for Boom Reel, Power Pack and Air Pack Inflator for protection from marine environment

3. 200 M Shoreline Sealing Boom with Power Pack and Accessories : 3 nos.		
Sl.	Description	
1.	Manufacture	Shall be manufactured as per latest ASTM standard Shall be abrasion, puncture, bridging, shock load and hydrostatic resistant as per latest ASTM standards. Shall provide a safe means of oil containment as per latest ASTM standard.
2.	Deployment	Land and Water (Inter-tidal area)
3.	Section Length	Not more than 25 mtrs
4.	Fabric	Strong and durable; withstand wear and tear, tensile stress, drag force, etc Base fabric: Polyamide/Polyester/Nylon Coating: Neoprene Tensile strength – minimum 250 N/mm
5.	Freeboard	Minimum 250 m
6.	Draft	Draft 350 m
7.	Buoyancy to weight ratio	Minimum 10:1
8.	Boom Length	200 mtrs with 10m sectional length. To be supplied in heavy duty bags.
9.	Colour Coding	As per ASTM standard and IMO guidelines
10	Ease of Handling	Handles to be provided every 5 mtrs of boom
11	Ease of repair/replacement	The air inflation hose, jumper hose shall be easy to remove/replace. The boom fabric if damaged shall be easy to repair by in-house expertise and OEM supplied repair kit
12	Storage/handling	A suitable container for storing Boom Reel with 200 Boom, Power pack with hoses (hydraulic and discharge) and air pack inflator with hoses. Fork lift points and strong points facilitating lifting with help of lifting slings for easy storage and transportation. Container shall have Locking arrangements for Boom Reel, Power Pack and Air Pack inflator and Securing arrangements for hoses (hydraulic and discharge).
13	Accessories (Every 200 mtrs)	ASTM connectors (1657/1657M) preferably Universal connectors with quick release and assembling characteristics so that two different types (make and model) of nearshore booms of same dimensions can be attached to each other for

		usability. Complete anchoring system for day and night operation. Petrol driven backpack air blower - 1 set along with min 5 mtrs air hose Water Pump - Air cooled 4 stroke petrol engine with minimum head of 25 mtrs and weight not more than 30 kgs with minimum 10 mtrs of water hose Anti abrasion protection mat - 20 mtrs Anchor Sets with ropes and buoys - 2 sets
14	Spare Kit	The kit shall include spares for emergency repair requirement for Boom, Boom Reel, Power Pack and Air Pack inflator along with tool kits.

4. Weir Skimmer: 1 no.		
Sl.	Description	
1.	Product description	Weir Skimmer with transfer pump.
2.	Skimmer Body	Frame: Marine grade aluminum, stainless steel with excellent anti corrosion, chemical resistance features–ASTM F1778 -97 (2008). Floats: Polyethylene.
3.	Capacity	Minimum 20 TPH
4.	Size	Overall diameter: 150 cm +/- 10%
5.	Weight	Not more than 50 Kg.
6.	Performance	The Skimmer shall be effective in operating environment of significant wave height upto 1 feet and velocity of surface current up to 0.5 kn. Shall be able to handle small debris laden products and incorporate features to exclude or process such debris.
7.	Design	Skimmer must be designed with a free-floating weir lip, with build in float, to allow the weir-lip to follow the water movement independent of the skimmer body movements. Skimmer must be supplied with trash screen for avoiding debris from entering the skimmer. Skimmer must have one central lifting point for lifting by crane.
8.	Pump	Self-priming positive displacement pump mounted on a frame with diesel engine, capacity suitable for recovery rate hydraulic driven to suit oil recovery rate of minimum 20 tons/hr.
9.	Compatibility	Shall be compatible for usability in skimming all types of oil slick from Heavy, to light viscous.
10	Power Pack	Suitable diesel engine (air cooled) 7.5 kW or comparable whichever is more with compatible capacity, electric and hand start, with over speed safety and spark arrestor. It shall have variable speed control mechanism to control pump settings compatible to recovery rate. It shall be fitted on portable trolley with collapsible/fixed handles and extendable legs and wheels for easy stowage and transportability and have strong points for lifting by crane with help of lifting slings.
11	Deployment	Shall be deployable by not more than 02 persons with help of lifting slings. Shall have strong points for lifting by crane with help of lifting slings.
12	Operating draught	Not more than 0.5 m

13	Pumping /decanting arrangement	Provisions for standard attachment to oil storage devices/barges/tanks for pumping/ decanting
14	Oil transfer hose set	Shall have standard size and length of hydraulic control hose set. Shall be sturdy, durable, oil abrasion weather resistant suitable to working pressure with high quality camlock quick release connector for easy connectivity as per ASTM standard or universal connectors for usability with other types of hoses. The hose reel shall accommodate hydraulic hoses.
15	Covers	Heavy duty all weather covers for skimmer and transfer pump.
16	Lifting sling	Lifting slings shall be provided for skimmer, hose reel and power pack as per current ASTM standards
17	Safety standard	Shall take into consideration all ASTM standards or other international safety standard with regard to operator and equipment operations.
18	Paint system	All accessories (wherever applicable) to be painted with internationally accepted paint system.
19	Spare kit	The kit shall include spares for emergency repair requirement for power pack and pump along with tool kits.
20	Storage	A suitable container for stowing of skimmer, Power pack and hoses (hydraulic and discharge). Forklift points and strong points facilitating lifting with help of lifting slings for easy storage and transportation. Container shall have Locking arrangements for Skimmer, Power Pack and Securing arrangements for hoses (hydraulic and discharge).

5. Brush Skimmer: 1 no.

Sl.	Description	
1.	Product description	Brush with minimum two modules with min dia 20cm, weight not more than 40 kgs and draught not more than 0.6 m. Oil to water recovery ratio minimum 75%.
2.	Skimmer Body	Marine grade aluminum, stainless steel or reinforced fiberglass with excellent anti corrosion, chemical resistance Bristle belt material: Polypropylene Comb: Oleophilic material having affinity towards oil.
3.	Capacity	Min. 20 TPH
4.	Performance	The Skimmer shall be effective in operating environment of significant wave height up to 3 feet and velocity of surface current up to 1 kn. Shall be able to handle debris laden products and incorporate features to exclude or process such debris.
5.	Pump	Positive displacement Onboard/Separate pump, capacity suitable for oil recovery rate of minimum 20 tons/hr. Camlock couplings to be used for pump.
6.	Compatibility	Shall be compatible for usability in skimming all types of oil slick from Heavy, to light viscous.
7.	Size	130 X 110 X 50 cm +/- 5%.

8.	Weight	Not more than 70 kgs
9.	Usability	Shall be deployable from onboard ship. Shall be easy to assemble and deployable with integral power pack. Shall have strong points for lifting by crane with help of lifting slings.
10	Oil to water recovery ratio	Minimum 75%
11	Operating draught	Not more than 0.6 m
12	Power Pack	Suitable diesel engine (air cooled) with 7.5 kW or compatible capacity whichever is more, electric and hand start, with over speed safety and spark arrestor. It shall have variable speed control mechanism to control speed and pump settings compatible to recovery rate. It shall be fitted on portable trolley with collapsible/fixed handles and extendable legs and wheels for easy stowage and transportability and have strong points for lifting by crane with help of lifting slings.
13	Pumping /decanting arrangement	Provisions for standard attachment to oil storage devices/barges/tanks for pumping/decanting.
14	Hydraulic hose set for control and oil transfer hose set	Shall have standard size and length of hydraulic control hose set. Shall be sturdy, durable, oil abrasion weather resistant suitable to working pressure with high quality camlock quick release connector for easy connectivity as per ASTM standard or universal connectors for usability with other types of hoses. The hose reel shall accommodate hydraulic hoses.
15	Covers	Heavy duty all weather covers for skimmer, power pack and hose reel.
16	Lifting sling	Lifting slings shall be provided for skimmer, hose reel and power pack as per current ASTM standards
17	Safety standard	Shall take into consideration all ASTM standards as well other international safety standard with regard to operator and equipment operations
18	Paint system	All components, wherever applicable, to be painted with internationally accepted paint system.
19	Spare kit	The kit shall include spares for emergency repair requirement for skimmer, Power Pack, Pump along with tool kits.
20	Ease of stowage and Ttransportability.	A suitable container for stowing of skimmer, Power pack and hoses (hydraulic and discharge). Fork lift points and strong points facilitating lifting with help of lifting slings for easy storage and transportation. Container shall have Locking arrangements for Skimmer, Power Pack and Securing arrangements for hoses (hydraulic and discharge).

6. Sorbent Boom Size min 5 Inch Dia, min length 5 feet: 170 nos.		
Sl. No.	Description	
1.	Product description	Oil sorbent Boom
2.	Performance	Should be capable of absorbing all types of oil Sorbent boom should not sink even when saturated with oil
3.	Material	Highly oleophilic & hydrophobic material
4.	Absorbency	Up to 25 times of its own weight (oil only and it should not absorb water)
5.	Diameter of boom	5" (inch)
6.	Section length of boom	5' (ft)
7.	End Connectors	2 stainless steel quick links
8.	Tension member	Polypropylene rope

Sl	7. VOC PORTABLE MONITOR: 4 nos.	
1.	The portable air quality monitor is a feature-rich portable monitor with the ability to accurately measure multiple target gases at different concentrations in indoor and outdoor applications.	
2.	Features	Built-in data-logging PC Software (Windows 7, 8, XP) High and low alarms, control outputs Interchangeable gas sensor heads Temperature and RH sensor optional Link data to a specific location and monitor Lithium battery as standard Connect to PC via USB cable
3.	Range	0 – 1500 PPM / 0.01 PPM
4.	Measurement units	Gas: ppm or mg/m3 Humidity: % Temperature °C or F
5.	Reading functions	Instant, minimum, maximum, average
6.	Alarm features	Low alarm, high alarm, mute (configurable)
7.	Display status indicators	Alarm, battery, data logging, sensor, standby, monitor and location ID
8.	Audible alarm	Low and/or high alarm set points (with mute)

9.	External signal functions	Low alarm, high Alarm, control (150mA max)
10.	Sensor calibration features	Zero calibration, gain adjustment
11.	Analog output	0-5V
12.	Data logging capacity	12 months at one-minute intervals
13.	Power supply	12V DC (power adaptor/charger supplied 100-250V AC)
14.	Rechargeable battery	Lithium polymer 12V DC 2700mA/h (2 hr charge time / 8 hr run time)
15.	Environmental operating conditions	Temperature: -5° C to 45° C ; Humidity: 0 to 95% non-condensating
16.	Temperature & Humidity sensor	Range: -40°C to 124°C (-40°F to 255°F); Range 0 to 100% RH
17.	Sampling Pump	Sampling in 3 Settings from 300 to 430 cc/min and from upto 100 ft (30 m)
18.	Correction Factors	Integrated Correction Factor list of more than 700 compounds
19.	Approvals	Part 15 of FCC Rules; EN 50082-1: 1997; EN 50081-1: 1992

8. Bioremediation: 5000 ltrs		
Sl.	Description	
1.	Product description	Multi enzyme nutrient in liquid concentrate, Non toxic & bio-degradable, Non Hazardous.
2.	Performance	Capable of enzymatically breakdown a broad range of organic compounds and suitable to degrade Aliphatic and Aromatics hydrocarbon and other wastewater treatment systems containing these hydrocarbons particularly oil Spills and sites contaminated with crude oils.
3.	Compatibility	Shall be compatible with all types of oil, the efficiency must be same in all types of oil
4.	Package	Should be supplied in a barrel of 200 ltrs
5.	Storage Life	Minimum 5 years

Annexure - VIII**WORK EXPERIENCES**

Sl. No.	Name of the Work	Duration of the contract (date of Commencement and finish)	Name of the organization with contact no.	Value of the work	Documents attached(Work order, completion/ performance certificates Self attested)

Bidder's signature with date seal

Annexure-IX

PROFORMA OF BANK GUARANTEE
(PERFORMANCE BOND)

(In lieu of Cash Security Deposit) To be issued by the Kolkata Branch, as the case may be of any scheduled Bank of India on Non-judicial Stamp Paper worth Rs.50/- or as decided by the Engineer/Legal Adviser of the Trustees)

To
The Board of Trustees
Syama Prasad Mookerjee Port, Kolkata

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

In consideration of the Board of Trustees of the Syama Prasad Mookerjee Port Kolkata (hereinafter referred to as the "Trustees"), a Body Corporate, duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), having agreed to

exempt.....a Proprietary / Partnership / Limited / Registered Company, having its Registered office at (hereinafter referred to as the "Contractor") from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for.....(write the name of the work as per Work Order) in terms of the Work Order No.....dated(hereinafter referred to as the 'Contract'), for the due fulfillment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for (Rs.....), we.....Bank.....Branch....., do, on the advise of the contractor hereby undertake to indemnify and keep indemnified the Trustees to the extent of the sum said of Rs..... We,BankBranch, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, weBank.....Branch, shall have no rights to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata" without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us(Name of Bank).....Branch, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that we Bank.....Branch, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We..... Bank.....Branch, further agree that a mere demand by the Trustees at any time and in the manner aforesaid is sufficient for us..... BankBranch, 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 payments to the Trustees in the manner and within the aforesaid.

1. We..... Bank.....Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of

the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/ or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive ofdays of.....20.. and subject also to the provision that the Trustees shall have no right to demand payment against this guarantee after expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto..... Or any extension thereof made by usBank.....branch, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

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

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

SIGNATURE.....

NAME.....

DESIGNATION.....

BANK..... (Only constituted attorney for and on behalf of)

.....

BRANCH.....

.....

(OFFICIAL SEAL OF THE BANK)

Annexure-XFormat for Power of Attorney for Signing of Tender(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 10)

Dated: _____

POWER OF ATTORNEYTo whomsoever it may concern

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

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

(Attested signature of Mr. _____)

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

Note –

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

Annex-XIFormat for Power of Attorney for Lead Member of Consortium(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 10)POWER OF ATTORNEY

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

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

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s. having our registered office at....., M/s..... having our registered office at, M/s.....having our registered office at, and M/s. having our registered office at , [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby designate, nominate, constitute, appoint and authorize M/s. having its registered office at, being one of the members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the contract, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the

Consortium and submission of its bid(s) for the tender, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre Bid and other conferences/meetings, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid(s) of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid(s) for the tender and/or upon award thereof till the Agreement is entered into with the Authority.

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

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

For
.....
(Name & Title)

For
.....
(Name & Title)

For
.....
(Name & Title)

Witnesses:

1.

2.

.....

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

Annexure-XII**Profile of The Bidder**

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

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

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

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

Telephone No. :

(Land & Mobile)

Fax No. :

Email Address :

5. In case of a Consortium:

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

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

Signature of Power of Attorney Holders

Name:

Designation:

Date :

Seal

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

(In Rs. Crore)

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

Please add more rows depending upon Consortium Members. Instructions:

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

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

Name:

Designation:

Date :

Seal

CERTIFIED BY

Name of Chartered Accountant Firm

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

Name of the Signatory

Signature

Designation

Date

Annexure-XIV**Covering Letter**

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

Sir,

1. I/we, Dated :

(Name of tenderer) having examined the Tender Document and understood its contents, hereby submit our tender for **Supply, Delivery, Installation, Testing and Commissioning of Oil Pollution Response Equipment and Materials at Haldia Dock Complex, Syama Prasad Mookerjee Port.**

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

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

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

5. I/we also certify the following

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

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

6. I/we declare that :

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

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

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

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

Yours faithfully,

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

Name:

Designation:

Date :

Seal :

Annexure-XV

Format of Bid Security Declaration
(To be declared in a Stamp paper of Rs 50)

The General Manger (Marine)

Haldia Dock Complex

Syama Prasad Mookerjee Port, Kolkata

Tender No. GMM/ 224 /Main/POL/413

Name of Tender: Supply, Delivery, Installation, Testing and Commissioning of Oil Pollution Response

Equipment and Materials at Haldia Dock Complex.

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.
- c) I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)
Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)
Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

Bidder Name

Signature and Seal Bidder

Annexure-XVI

GST Declaration
(To be submitted duly signed and stamped)

Sl. No.	Description of OSR Equipment	Quantity Required	Applicable GST%		
			CGST %	SGST %	IGST %
1	Inflatable Boom with Accessories.	1700 M + 03 Power pack			
2	Integrated Containment Cum Recovery System with Power Pack and Accessories.	02 Nos			
3	200 M Shoreline Sealing Boom with Power Pack and Accessories.	3 Nos.			
4	Brush Skimmer(20 TPH) with accessories.	1 Nos			
5	Weir Skimmer(20 TPH) with accessories.	1 Nos			
6	Sorbent Boom Size min 5 Inch Dia, min length 5 feet	170 Nos.			
7	VOC Portable Monitor	4 Nos.			
8	Bio-remediation	2000 Ltrs			

Un-Priced Bid

(To be submitted with “Make” and duly filled signed and stamped)

Sl. No.	Description of OSR Equipment	Quantity Required	Make	Quoted Amount (In Rs) Excluding GST
1	Inflatable Boom with Accessories.	1700 M + 03 Power pack		<u>Not to quoted here</u>
2	Integrated Containment Cum Recovery System with Power Pack and Accessories.	02 Nos		<u>Not to quoted here</u>
3	200 M Shoreline Sealing Boom with Power Pack and Accessories.	3 Nos.		<u>Not to quoted here</u>
4	Brush Skimmer(20 TPH) with accessories	1 Nos		<u>Not to quoted here</u>
5	Weir Skimmer(20 TPH) with accessories	1 Nos		<u>Not to quoted here</u>
6	Sorbent Boom Size min 5 Inch Dia, min length 5 feet	170 Nos.		<u>Not to quoted here</u>
7	VOC Portable Monitor	4 Nos.		<u>Not to quoted here</u>
8	Bio-remediation	2000 Ltrs		<u>Not to quoted here</u>