



BID DOCUMENT

FOR

" बजबज में पोतों की मूरिंग/अनमूरिंग संचालन हेतु कार्य की आउटसोर्सिंग के लिए निविदा"

TENDER FOR OUTSOURCING THE JOB OF MOORING / UNMOORING OPERATIONS
AT BAJ BAJ

Kolkata Dock System E-Tender Notice

Tender No. MRN/HMP/2/8/255

Estimated Cost – Rs. 357.51 Lakh

ISSUED BY :

DIRECTOR, MARINE DEPARTMENT

15, Strand Road, Kolkata – 700 001

Telephone no. 033-2230 3214, Extn- 375(033-22303451),

FAX No. 033-22303214, Email: dmd@kolkataporttrust.gov.in

Website : (www.smporkolkata.shipping.gov.in).

October 2021

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SYAMA PRASAD MOOKERJEE PORT, KOLKATA
Marine Department

1.0 NOTICE INVITING TENDER :

| | |
|----------------------------|--------------------|
| Tender No. MRN/HMP/2/8/255 | Dated : 04.10.2021 |
|----------------------------|--------------------|

SMPK intends to outsource the job of Mooring and unmooring operations of vessels at Bajbaj for a period of Three years.

ESTIMATED VALUE OF THE TENDER FOR FIVE YEARS Rs.357.51 LAKH.
P.Q. CRITERIA HAS BEEN DRAWN ON ONE YEAR'S ESTIMATED VALUE OF Rs.119.17 LAKH.
PERIOD OF CONTRACT : 3 YEARS.

Tenders are invited for the above work from reputed, bonafide contractors who meet the pre-qualification criteria:-

The Bid Document may be seen from the RailTel Portal <https://kopt.enivida.in> . Corrigenda or clarifications, if any, shall be hoisted on the above mentioned website only. The tender is also published on SMP, Kolkata website (www.smportkolkata.shipping.gov.in).

2.0 SCHEDULE OF TENDER (SOT)

| | | |
|----|---------------------------|---|
| a) | TENDER No. | MRN/HMP/2/8/255 |
| b) | MODE OF TENDER | e-Procurement System Online (Part I – Techno-Commercial Bid and Part II – Price Bid), through RailTel Portal https://kopt.enivida.in The intending bidders are required to submit their offer electronically through RailTel Portal “ https://SMPK.enivida.in ”. No physical tender is acceptable by Kolkata Dock System. |
| c) | i) Estimated Cost Of Work | Rs. 357.51 Lakhs for a period of 3 years. Pre qualification criteria will be drawn on one year's estimated value i.e. Rs.119.17 lakhs |
| | ii) Earnest Money Deposit | In place of EMD the bidder is requested to submit a Bid security declaration (As per Annexure-VI) accepting that if they withdraw or modify their bid during the period of validity etc they will be suspended for 3 years. |

| | | |
|----|---|--|
| | iii) Tender Document fee (non refundable) | The intending bidders should submit the tender cost of Rs.2950/-(Rupees two thousand nine hundred fifty only) including @18% GST) to S.M.P. Kolkata through DD/Banker's Cheque in favour of Syama Prasad Mookerjee Port, Kolkata on any scheduled/Nationalised Bank payable at Kolkata otherwise their offer will be summarily rejected. |
| d. | Date of NIT available to parties to download | 05/10/2021 |
| e. | Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at RailTel Portal https://kopt.enivida.in | 05/10/2021 |
| f. | Pre – Bid Meeting date & Time | 18/10/2021 at 1400hrs (Offline) at Director, Marine Department's Office, 15, Strand Road, Kolkata – 700001 |
| g. | Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid. | 27/10/2021 at 1400hrs |
| h. | Date & time of opening of Techno-Commercial Bid and Price Bid. | 28/10/2021 at 1400hrs |

Note : In the event of any unforeseen closure of work / holiday on any of the above day, the same will be opened / held on the next day without any further notice.

Capt. Amit Kapoor
Director, Marine Department
Tender Inviting Authority.

3.0 Important instructions for e-tender

This is an e-procurement event of SMP, Kolkata. The e-procurement service provider is 'enivida' Portal. You are requested to read the terms & conditions of this tender before submitting your online tender.

3.1 Process of E-tender:

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

Contact Person (Syama Prasad Mookerjee Port, Kolkata):

Capt. Amit Kapoor, Director, Marine Department

Email : dmd@kolkataporttrust.gov.in

Debasis Paria, Harbour Master(Port) (I/C)

E-mail : hmp@kolkataporttrust.gov.in

Contact persons (enivida Portal):

Phone No.7278929467/8448288981

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

System Requirement:

Windows 7 or above Operating System

Google Chrome

Signing type digital signature.

- 3.2 Single stage two cover system comprising of two parts i.e. (i) Techno-Commercial Bid and (ii) Price Bid.
- 3.3 All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- 3.4 In case of failure to access the payment towards cost of tender document (for any reason, the vender, in term will not have the access to on line e-tender and no correspondence in this respect will be entertained and S.M.P. Kolkata will not be responsible for any such lapses on this account.
- 3.5 All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by S.M.P. Kolkata. Hence the bidders are required to ensure that their corporate email ID provided is valid and updated.

- 3.6 i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.
- (ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to bidder(s) who have downloaded the documents from website.
<https://kopt.enivida.in>
- 3.7 E-tender cannot be accessed after the due date and time mentioned in NIT.
- 3.8 Bidding in e-tender:
- i) Bidder(s) need to submit necessary tender fees (Cost of Tender Document) and “Bid security declaration” (as per Annexure-VI) to be eligible to bid online in the e-tender. Tender fees is non refundable.
- ii) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
- iii) The bidder(s) who have submitted the above fees can only submit their Techno-Commercial Bids and Price Bid through RailTel Portal
<https://kopt.enivida.in>
- iv) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- v) The e-tender floor shall remain open from the pre-announced date and time and for as much duration as mentioned above.
- vi) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful bidder shall be called hereafter SUPPLIER / CONTRACTOR.
- vii) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- viii) S.M.P Kolkata reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- ix) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms and conditions for the tender.

- x) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor / tender document.
- 3.9 Any order resulting from this open e-tender shall be governed by the terms and conditions for the tender.
- 3.10 After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
- 3.11 The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <https://kopt.enivida.in>
- 3.12 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.
- 3.13 The bid will be evaluated based on the filled-in technical & commercial formats.
- 3.14 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.
- 3.15 Necessary addendum / corrigendum (if any) of tender would only be hosted in the e-tendering portal <https://kopt.enivida.in> .
- 3.16 Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document having valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.
- 3.17 If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document and submit "Bid security declaration" as per NIT. Otherwise their offer for those items will not be considered.
- 3.18 Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) certificate has to be submitted along with the bid
- 3.19 Due date of submission of Tender will not be extended under any situation.

4.0 **PRE-QUALIFICATION CRITERIA**

The Pre-qualification Criteria shall be as follows :-

Experience of having successfully completed “similar works” during the last 7 years ending 30th September, 2021 shall be either of the following :-

- a) 3 (three) similar completed works costing not less than Rs. 47.67 Lakh each;
Or
- b) 2 (two) similar completed works costing not less than Rs. 59.58 Lakh each;
Or
- c) 1 (one) similar completed work costing not less than Rs. 95.33 Lakh.
- d) The average annual financial turnover of the firm during the last 3 years ending March 2021 should be at least Rs. 35.75 Lakh.

“Similar work” shall mean experience of mooring / unmooring, berthing / un-berthing operations of vessels in Ports.

Claims for fulfilling the above criteria must be adequately supported by appropriate documents like Work order, Performance Certificate from clients, Company’s Annual Reports, Audited Balance Sheet and Profit & Loss A/c. for last 3 years (2017-18, 2018-19 & 2019-20).

5.0 **TENDER AUTHORITY**

Director, Marine Department,

SMPK, 15, Strand Road, Kolkata-700 001

Phone : 033-2230-3451 Extn.375, Telefax: 033-2231-0105

Fax No.033-2230-4901

e-mail : dmd@kolkataporttrust.gov.in / hmp@kolkataporttrust.gov.in,

Website : (www.smporkolkata.shipping.gov.in).

6.0 **INSTRUCTION TO BIDDERS**

- 6.1 Tender with supporting documents shall be submitted online as stipulated in the tender.
- 6.2 The bidder before filing and submitting the tender is expected to thoroughly examining the tender documents including all instructions, forms, terms, specifications, schedules failure/omission to furnish the information required by the tender document on submission of a bid which is not substantially responsive to the tender requirement will result in the rejection of such tender.
- 6.3 Mere downloading of tender document shall not mean that a particular bidder will be automatically considered qualified and their bid will be entertained. Such qualifications will be reviewed at the time of evaluation of bids.

- 6.4 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.
- 6.5 Tender document (non-transferable) will be available in the Website : www.smpportkolkata.shipping.gov.in / <https://kopt.enivida.in>. Parties downloading the tender document from SMP, Kolkata's website should ensure submission of either the receipt from Treasurer, SMPK or Demand Draft towards tender fee, failing which the tender will not be considered.
- 6.6 SMP, Kolkata reserves the right to reject any / all tenders or to accept any tender in whole or in part without assigning any reason whatsoever.
- 6.7 Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorisation or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. SMPK may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 6.8 The Bid Document shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be complete and free from ambiguity, change or inter lineation.
- 6.9 Price Bids, containing any sort of qualifying expressions will be rejected.
- 6.10 SMPK reserves the right to ask anyone of the bidders, who have submitted their price quotations, to submit a break-up of the submitted prices with adequate justification to establish for each such component. Bidders to confirm in writing in the form of Tender that should SMPK deem it necessary to ask for such a break up of quoted price, they will be duly bound to provide justification to the same failing which or if their justification of prices are found unacceptable to SMPK, their Tenders may be cancelled by SMPK.
- 6.11 The General conditions of contract of SMPK shall be applicable wherever relevant.
- 6.12 The bidders must upload all the documents required as per Pre-qualification criteria and the documents enlisted under techno-commercial bid and Price-bid, failing which the tender shall lead to disqualification. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

- 6.13 SMPK may ask further documents related to experience of similar works if they are not satisfied with the submitted documents. If the work order(s) and Performance Certificate (s) submitted by the bidder are found to be improper, the tender offer will be liable for cancellation.
- 6.14 Bidders shall sign their proposal and all attached documents with the exact name of the firm to whom the bid document has been issued. The bid shall be duly signed and sealed by an authorised executive officer of the bidder's organisation.
- 6.15 Bidders should indicate at the time of quoting against this bid their full postal and Telephone/Telex/E-mail address.

7.0 MODE OF SUBMISSION OF BID

- 7.1 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 & 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 :-

- a. Brief particulars of the Firm mentioning company's registration.
- b. Copy of the documents relating to details of similar works previously carried out by the firm with value and period of each work.
- c. Copies of Performance Certificates of previous works carried out.
- d. Copies of Audited Balance Sheet and Profit & Loss A/c. for last 3 years (i.e. 2017-18, 2018-19 & 2019-20).
- e. In place of EMD the bidder is requested to submit a Bid security declaration (As per Annexure-VI) accepting that if they withdraw or modify their bid during the period of validity etc they will be suspended for 3 years.
- f. A separate letter addressed to Director, Marine Department confirming that the Tenderer has accepted all terms and conditions laid down in the Bid Document.
- g. Details of supervision and liaison set up planned to be used for supervision and co-ordination of the work.
- h. Signed blank copy of the Price Bid Format.
- i. Form of tender duly filled in Bidder's Letter Head (Format in GCC).

- j. A declaration that the firm has not been debarred/de-listed by any Govt. / Quasi-Govt. / Public Sector Undertakings.
- k. Authentic documents relating to registration under GST Authority and ESI Authority as applicable.
- l. Copy of Current Trade License as applicable.
- m. Copy of Provident Fund Registration as applicable.
- n. Proof of being registered with Employees' State Insurance Corporation (ESIC)/ ESI Registration Certificate

In case the firm is not covered under ESI Act, or exempted, they would furnish necessary documents from appropriate authority along with an affidavit in original affirmed before a first Class Judicial Magistrate in a non judicial stamp paper worth Rs.10/- to that effect as per enclosed SMPK approved format enclosed in Annexure III. In addition, the bidders not having ESI registration must also indemnify SMPK against all damages and accidents occurring to their labour in a non-judicial stamp paper worth Rs.50/- as per enclosed format (Annexure V).

- o. All forms and format duly filled in as given at Appendixes.
- p. Valid Professional Tax Clearance Certificate/up-to-date tax payment challan.
- q. Authentic Performance Certificate of similar completed previous works carried out mentioning total value of work and period of completed works.
- r. Power of Attorney in original in connection with signing the tender document.
- s. Proof of possessing valid Employees' Provident Fund (EPF) Account. Copy of Current P.F. Statement / PF Registration Certificate.

In case they are exempted under Provident fund act, they would furnish necessary documents issued by appropriate authority along with an affidavit affirmed before a first class Judicial Magistrate to the effect as per enclosed Proforma (Annexure-IV).

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

- u. An undertaking that the offered mechanised boats are free from all encumbrances and lien except from any financial institution.
- v. The technical details of the offered mechanised boat deployed for mooring / unmooring operation, as per enclosed format.
- w. Self declaration of compliance of Contract Labour Regulation Abolition Act (1970), Workmen Compensation Act and Minimum wage Act.
- x. Technical description of the mechanised boats as per Clause No.19, including copy of (i) Certificate of Registry, (ii) All Statutory Certificate else a confirmation from the bidder to build suitable boats and supply the same within the scheduled mobilization period as per required specification.
- y. Part-II (Price Bid) shall be submitted as per the enclosed format without any condition or deviation.
- z) Micro and Small Enterprises (MSE's) shall submit the following documents for availing themselves of waiver of EMD and cost of tender documents:-
 - i) Valid NSIC Registration Certificate with list of stores/items/services/works for which registration is issued;
 - ii) Certificate of District Industries Centre (DIC) or AADHAR based MSME certificate where the categories of firms i.e. Micro or Small is mentioned.

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.

- 7.1.1 The Contractor shall submit the documents as per check list above (Clause 7.1) at the time of submission of bid online. However, the bids will be summarily rejected without any reference to the bidder if the documents mentioned against Sl.Nos. a,b,c, d, e and r are not submitted with the bid.
- 7.1.2 The documents uploaded by the bidders 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).

7.2 PART-II (Price Bid) : Price shall be quoted online as per the format without any condition or deviation.

7.3 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.

8.0 OTHER INSTRUCTIONS :

8.1 Bidders are advised to submit quotation online based upon Technical Specification, Terms & Conditions, Scope of Work contained in the Bid Documents and General Conditions of Contract (GCC) and not to stipulate any deviation. The General Conditions of Contract of SMPK shall be applicable wherever relevant. The GCC may be downloaded from SMPK website, 'Homepage – Rule and Regulations – Non-Service Regulation'. 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 firm unless it is notified by SMPK.

8.2 SMPK 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.

8.3 The work is to be done as described in Bid-Documents. The Bidders who need 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.

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

The Director Marine Department
SMPK,
15, Strand Road,
Kolkata-700 001.

8.5 The bidders may please note that the SMPK 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 SMPK's Offices for making such inquiries. Should SMPK find it necessary to seek any

clarification, technical or otherwise, the concerned bidder will be duly contacted by SMPK.

8.6 Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder. SMPK may reject, accept or prefer any bid without assigning any reason whatsoever.

8.7 Fax / e-mail offers / physical offer will not be considered. Bidders should prepare their bid themselves. Bids prepared by agents will not be recognized. SMPK will not be liable for any financial obligation in connection with any work until such time, SMPK communicates to the successful bidder in writing its decision to entrust the work (covered by the Bid Document).

8.8 Amendment of Tender Documents :

At any time, prior to the deadline for submission of tenders, SMPK may for any reason whether on its own initiative or a response to a clarification requested by a prospective tenderer/bidder, modify the tender documents by issuance of a addenda, which shall be writing and uploaded in the same websites. Such addenda will form part of their tender. The tender document shall be deemed to be amended only by way of the amendments mentioned above. Any other communication issued to the tenderers/bidders shall not be constitute to as amendments to the Tender Document.

9.0 EARNEST MONEY DEPOSIT (EMD):

9.1 In place of EMD the bidder is requested to submit a Bid security declaration (As per Annexure-VI) accepting that if they withdraw or modify their bid during the period of validity etc they will be suspended for 3 years.

9.2 For Micro & Small Enterprise (MSEs) registered with NSIC:-

- i) Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money.
- ii) If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document.
- iii) Copy of valid NSIC Registration Certificate with list of stores/items/ services/works for which registration is issued and Certificate of District Industries Centre (DIC) or AADHAR based MSME certificate where the categories of firms i.e. Micro or Small is mentioned must be submitted along with the bid.

10.0 SECURITY DEPOSIT:

- 10.1 The successful tenderer will submit Security Deposit for a sum equivalent to 3% of the TOTAL EVALUATED PRICE of the tender as accepted by S.M.P. Kolkata in Demand Draft in favour of " SYAMA PRASAD MOOKERJEE PORT, KOLKATA" and payable in Kolkata or in the form of Bank Guarantee as per the enclosed format (Annexure- II) in favour of 'Syama Prasad Mookerjee Port, Kolkata' from a National / Scheduled Indian Bank with office at Kolkata, through Harbour Master (Port). The Security Deposit will be kept with S.M.P. Kolkata till the completion of the contractual period of three years and will be refunded as soon as possible after satisfactory completion of contractual period.
- 10.2 SMPK shall encash the Security Deposit in the event of the contractor fails to comply with the conditions of the contract or when the contractor has defaulted for more than 60 days to commence operation at the order of authorized officer or when any amount is to be recovered from the contractor as penalty or deduction and the contractor fails to remit such amount within 30 days after due notice given in this regard.
- 10.3 The Director, Marine Department shall have the right to ask for the extension of the above Demand Draft / Bank Guarantee till such time the contractual obligation are fulfilled and the contractor will be duty bound to extend the same as asked by Director, Marine Department.
- 10.4 SMPK will not be liable for any financial obligation in connection with any work until such time SMPK communicates to the successful bidder in writing his decision to entrust the work (covered by the Bid document).
- 10.5 After the issuance of Letter of Intent, Security Deposit will have to be submitted within 15 (Fifteen) working days. Work Order will be issued immediately after receipt of Security Deposit. The contractor shall commence the work as per clause no. 14.0 (mobilization time) of the NIT.

11.0 INSTRUCTION FOR FILLING THE BIDS

- 11.1 The bid can only be submitted in the name of the bidder.
- 11.2 The bid and any annotations or accompanying documentations shall be in English Language only and in metric system.
- 11.3 The bidders shall sign their proposal and all attached documents with the exact name of the firm who has downloaded the bid document.
- 11.4 Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or resolution or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall

be annexed to the bid. SMPK may reject outright any bid unsupported by adequate proof of signatory's authority.

- 11.5 The tender shall be completed in all respects and shall be submitted together with requisite information and appendices. It shall be completed free from ambiguity, change or inter-lineation.
- 11.6 Bidder should indicate at the time of quoting against this bid their postal / e-mail address and telephone and fax numbers.
- 11.7 Bidders shall set their quotations online as per BOQ format and without any qualifications.
- 11.8 Price Bids, containing any sort of qualifying expressions will be rejected.
- 11.9 SMPK reserves the right to ask any one of the bidders, who have submitted their price quotations to submit a break-up of the submitted prices with adequate justification to establish for each such component. Bidders shall confirm in writing in the form of Tender that should SMPK deem it necessary to ask for such a break up of quoted price, they will be duty bound to do so as requested to SMPK and 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 Tender may be cancelled by SMPK.

12.0 PRICING OF THE BID

12.1 General

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

12.2 Currency of Quotations

The bidder shall indicate the prices in Indian Rupees only.

12.3 Validity of Price Bid

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

- 12.4 Periods spent in maintenance of the mechanised boats, bunkering, crew change etc. shall be on account of the contractor.

13.0 Duties and Taxes

13.1 GST

- a) The prices 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) Suppliers/ service providers to confirm that the GST amount charged in invoice is declared in its return and payment of taxes is also made.
- c) The supplier/service provider agrees to comply with all GST laws, including GST acts rules, regulations, procedures, circulars and instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier/Service Provider and details available with SMPK, then payments to retained from due payments till such time SMPK is not sure that accurate tax amount is finally reflected in the GSTN to SMPK's Account and is finally available to SMPK in terms of GST laws and that the credit of GST so taken by SMPK is not required to be reversed at a later date along with applicable interest.
- d) SMPK has the right to recover monetary loss including interest and penalty suffered by it due to any on-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to SMPK for the fault of supplier shall be recovered by SMPK by way of adjustment in the consideration payable.
- e) Supplementary invoices/Debit note/credit note for price revisions to enable SMPK to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.
- f) The purchase order/work order shall be void, if at any point of time you are found to a black listed dealer as per GSTN rating system and further no payment shall be entertained.
- g) All bidders to note for execution of work following steps are required to be taken so that SMPK can avail the Input Tax Credit, wherever applicable.
 - i) Spare parts which is to be procured from OEM/authorized dealers the contractor will ensure invoices are drawn in the name of the contractor

however, it should be marked account SMPK with ship name and address of the vessel as per applicable Acts and rules of GST. SMPK would provide GST registration number for availing Input Tax Credit.

ii) As far as possible all other materials to be procured from first/2nd stage dealer and maintained the above formalities to the extent possible so that SMPK can avail the Input Tax Credit but it shall not be mandatory.

iii) The party should ensure that GST invoice raised on SMPK tallies with the online data available for input tax credit and as per GST rules.

13.2 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.

14.0 Mobilisation & De Mobilization

On placement of work order, the job of mooring / unmooring operation needs to be commenced within 30 days.

14.1 Mobilization and De-mobilization Charges

No mobilization and de-mobilization charges will be payable separately.

15.0 Liquidated damages for delay in commencement of work:

In case the Contractor fails to commence operation within 30 days from the date of work order, a penalty equivalent to 20% of the charge for operation would be imposed per day for each day of delay as liquidated damages,

16.0 Acceptance of the mechanised motor boat for mooring / unmooring operations:

On mobilization of the mechanised boats, the Engineer shall put the boats on trial or test to ascertain its suitability, performance on site as well as to verify its specifications as stipulated in the tender document. SMPK reserves the right to refuse the boats if the same are not found suitable and does not match with tender specifications. In the event of rejection of boats, the contractor will have to provide suitable boats within the scheduled mobilization period at no additional cost.

17.0 Fuel and Lubricants

Fuel and Lubricants of appropriate grade for Main Engines, Auxiliary Engines, Gear Boxes, steering system etc. shall be collected and stored on board at regular intervals by

the contractor. The replenishment shall be so arranged that it does not affect the normal operation of the mechanised boats.

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

18.0 **Interpretation of 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 Port of Kolkata.

The "CHAIRMAN" means the Chairman of the Board and includes the person appointed to act in his place under Section 14 & 14A of the Major Port Trust Acts, 1963.

The 'Deputy Chairman' Kolkata means the Dy. Chairman, KDS, or as the case may be, a Deputy Chairman of a Board and includes the person appointed to act in his place under Section 14 of the Major Port Trust Act 1963.

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

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

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

"THE HARBOUR MASTER (PORT)" : The expression "Harbour Master Port" means the officer appointed by Kolkata Port and holding the post under the Trustees and includes his successors in office.

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.

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

"MONTH"- Means English Calendar month

“LETTER OF INTENT” “Letter of Intent” means the formal acceptance by SMPK of the tender

“TENDER” “Tender means the Contractor’s priced offer to SMPK for the execution and completion of the works and the remedying of any defects therein in accordance with the provisions of the contract, as accepted by the Letter of Intent.

‘DEFICIT PERIOD’ shall mean the following:

The period for which the availability of the mechanised boat along with the mooring personnel will not report for duty.

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

19.0 INFORMATION REQUIRED

A Technical description of the mechanised boat which will be deployed for the mooring / unmooring job, is to be submitted as per the format below and to be enclosed in Part-I (Technical and Commercial aspects) of the offer. The contractor will have to submit copies of all statutory certificates.

DETAILS OF THE MECHANISED BOAT BEING OFFERED

| Sl. No. | PARTICULARS | ITEM |
|---------|---|-------------------|
| | NAME OF THE MECHANISED BOATS | |
| 1. | OWNER | |
| 2. | YEAR OF BUILT | |
| 3. | OFFICIAL NO. | |
| 4. | REGISTERING AUTHORITY | |
| 5. | LENGTH | |
| 6. | BEAM | |
| 7 | DEPTH | |
| 8. | DRAFT | |
| 9. | MAIN ENGINE (No. Make, BHP), power should not be less than 90 BHP for each boat. | |
| 10. | SPEED (in Knots), should not be less than 5 knots, able to reverse engine quickly | |
| 11. | FUEL CONSUMPTION/HOUR | |
| 12. | CREW | As per regulation |

The supplied boat should have sufficient power to manoeuvre in the tidal water and to carry ship's ropes to the mooring buoys, it should be able to pass under the gangway of the jetties.

In case such mechanised boats are not readily available with the bidder, they may confirm to build suitable boats and supply the same within the scheduled mobilization period.

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

20.0 MANNING:

20.1 The boat should have sufficient manning. In addition, eight more personnel are to be provided in each boat for mooring/unmooring work, of which four personnel will be on board a ship and remaining four will assist in handling ropes on the boat.

20.2 Ship's ropes are tied up at the Mooring buoys with rigging shackles. Two different size of shackles are used which are having following particulars:

- i. Bigger Shackle: Weight approximately 27.7Kg, SWL: 7.5Tons, Proof Load:15 Tons,
- ii. Smaller Shackle : Weight approximately 15.9Kg, SWL: 5Tons Proof Load:10Tons.

Initially these shackles will be handed over to the successful contractor; in future these items are to be supplied by the contractor.

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

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

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

21.0 SCOPE OF WORK

- 21.1 The boat deployed for mooring/unmooring operation should have valid certification from the appropriate authority.
- 21.2 The mechanised boats shall be generally used for mooring / unmooring of vessels and transportation of Pilots at Baj Baj. Boats should be capable of taking ship's ropes to the mooring buoys in the river. The mechanised boats shall be required to be manned, maintained and made available for operation on 24 hours basis, as and when shipping movements are there at Baj baj.
- 21.3 Usually, in one tide, one ship is berthed at Baj baj, but in case required, the contractor will be required to supply one additional boat and one additional set of crew for berthing more than one ship simultaneously in one tide. For which, adequate notice will be given to the contractor.
- 21.4 The boats should operate as an efficient mooring boat for transfer of ship's lines from ship to mooring buoy in very close quarters and restricted space within jetties and mooring buoys including CPP and/or bow/stern thrusters of ships. The boat must have mooring bollard for securing ropes.
- 21.5 The Mechanised boats will be required to maintain communication by walkie talkie and mobile phone. The mechanised boat shall be used for transportation of Pilots at Baj Baj also.
- 21.6 The Mechanised boats shall be under the operational command of Harbour Master (Port) or his authorised representatives.
- 21.7 All transportation costs towards men and material is the responsibility of the contractor and Contractors men are contractor's liabilities.
- 21.8 The contractor at their cost will print sufficient number of log book and log abstract as per SMPK's approved format and these are to be kept on board.
- 21.9 *Responsibility of operating the mechanised boats including manning, supply of fuel and lubricants, provisions and stores and all other supplies and services required to perform the designated duties wholly rests on the contractor and the costs of the same shall have to be taken into account while quoting the rates.*

22.0 SMPK's Responsibilities:-

SMPK will provide rest room to the crew attached to the boats, fresh water and berthing facility during their service period, free of cost.

SMPK would also facilitate obtaining gate passes for the contractor's personnel (boat's crew & liaison officer) for entry at Baj Baj free of cost.

23.0 Log Book :

The contractor has to maintain a daily log book for the operation on the supplied mechanised boat. All particulars regarding movement of the ships, to be logged daily and to be signed by the In-Charge/Master of the mechanised boats and the same will be checked and countersigned by SMPK representative. A monthly log abstract to be prepared mentioning all the above stated important parameters duly signed by the In-Charge/Master and same to be submitted with the monthly bill without which no payment will be released. The daily log book to be retained on board/office and same to be produced on demand.

24.0 GUARANTEED AVAILABILITY:

The contractor will have to stand guarantee for availability of the mechanised boat throughout the year as and when operational requirements exist, in fully operational condition along with required number of personnel for mooring/unmooring operations.

In the event of break-down of the mechanised boats, the contractor, however, will be at liberty to replace the same with a suitable mechanised boat having similar/better capabilities.

25.0 Operation Mode & Charges:

The mechanised boats shall be ready for operation for 24 hours along with mooring personnel as per the operational requirements.

26.0 Accrual of Charges

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

Charges for Mooring/ unmooring operation : Lump sum rate to be quoted for each operation. Each mooring or unmooring will be considered as a unit of operation. This rate will be inclusive of Mechanised Boat and Mooring personnel.

27.0 Deduction and Penalties:

SMPK will not pay the scheduled rates for the operation of mooring / unmooring suspended for the reasons attributed to the contractor. Further a sum equivalent to 25% of the Charges for Mooring/ unmooring operation under Bill of Quantities will be imposed as penalty for each operation. However, Engineer of the contract may waive off the penalty if he is satisfied that the reasons of the default were beyond the control of the Contractor.

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

28.0 Duration of the contract.

This contract is for three years as per the agreement. The contract will come into force from the date of commencement of operation.

29.0 Evaluation and comparison of bids

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

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

29.3 SMPK reserves the right to inspect and try out the mechanised boats to ascertain its capabilities prior to accepting the same and to refuse the mechanised boats if the same is found to be not fulfilling the requirements as laid down in the tender.

30.0 Bid Opening

30.1 Part-I : Technical and Commercial Aspects

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

30.2 Part-II (Price part of the offer)

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

31.0 Signing of the contract.

On issuance of work order to the successful bidder, the bidder shall arrange the mechanised boats and all other equipment at Kolkata within 30 days for the operation. The successful bidder will have to make arrangements for signing a formal agreement with SMPK on a non-judicial Stamp paper of Rs. 50/- as per enclosed format immediately after issuance of work order.

32.0 Insurance :

The mechanised boats must be insured with any reputed Indian Insurance company in the following manner:-

The hull, machinery and 3rd party liability.

Total loss of the mechanised boats.

Insurance Coverage of Wreck removal in case the mechanised boats are wrecked. However, in absence of insurance coverage for wreck removal, the contractor will be required to submit an undertaking that they will remove the wreck at their own cost and risk in case the mechanised boat is wrecked.

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

33.0 **Payment:**

The contractor will be paid on monthly basis. The contractor has to submit the bill/invoice for a month within 7th day of the next month along with certified log book extracts duly certified by the authorised officer of SMPK together with the original supporting documents duly signed with stamp by EIC/ Master of vessel along with original bills from the authorised oil supplier /dealer with the monthly bills. SMPK will endeavour to pay the contractor within 45 days from the date of submission of authentic and correct bill.

Should SMPK request the successful bidder to raise bill in a break-up form, the successful bidder would be duty bound to do so.

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

34.0 **Termination of Contract**

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

- a) The contractor has abandoned the contract.

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

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

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

34.4 The Trustees shall have the power to retain all money due to the contractor until the work is completed by other agency and the contractor's liabilities to the Trustees and known in all respect.

35.0 **FORCE MAJEURE**

In the event of either party being rendered unable to perform any obligation under the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure events last. The cost and loss sustained by either party shall be borne by respective parties. The term force majeure employed herein shall mean act of God, war (declared or not), riots, civil commotion, fire, accident, sabotage, natural calamities, plague, quarantine, import or export embargoes, restraints imposed by government or change in govt. policies subsequent to hire or any happening affecting the performance by either party it's

obligations under this charter which the party can not reasonably prevent or control against.

36.0 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. SMPK 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 SMPK.

36.1 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 compensation 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 SMPK 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 SMPK 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.

37.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION

37.1 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.

- 37.2 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.
- 37.3 If there is still no settlement as mentioned at Clauses – 40.1 & 40.2, 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.
- 37.4 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.
- 37.5 The place/ jurisdiction of arbitration shall be in Kolkata, West Bengal, India.
- 37.6 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.
- 37.7 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.
- 37.8 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.

37.9 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.

37.10 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.

38.0 MECHANISED BOAT'S ENCUMBRANCES ON CONTRACTOR:

The contractor shall submit an undertaking that the Mechanised boats are free from all encumbrances and lien.

39.0 POLICE VERIFICATION CERTIFICATE

The successful contractor will be required to submit local Police Verification certificate for all its employees engaged in the operation in due course.

BILL OF QUANTITIES
PREAMBLE TO BILL OF QUANTITIES

40.0 GENERAL :

- 40.1 The Bill of quantities must be read with the instructions to the bidder, General Conditions of Contract & Technical Specification and the bidder is deemed to have examined and to have thoroughly acquainted himself with the detailed scope of work and the way in which it is to be carried out.
- 40.2 The Bidder shall be bound to carry out the work at the accepted rates and shall not be entitled to any additional claim or compensation whatsoever.
- 40.3 The rates quoted shall be in both figures and words and that in words shall prevail.

41.0 FORMAT OF PRICE BID

- I. Charge for one Mooring/Unmooring operation: Rs / (A)
- II. Assumed number of operations per year = 260 (B)
- III. Total evaluated price for one year for
 $C = (A) \times (B)$

 $C = \text{Rs. (Rupees.....only)}$
- IV. Total evaluated price for three years = $[C \times 3] = \text{Rs. (INR)}$

Note:-

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

42.0 List of enclosed formats

Format of Agreement - Annexure -I

Performance Bond/Bank Guarantee/Security Deposit. - Annexure -II

Format of affidavit for ESI exemption - Annexure -III

Format of affidavit for Provident Fund exemption - Annexure -IV

Indemnity Bond - Annexure –V

Form of Bid Security Declaration- Annexure -VI

Form of Tender - Annexure -VII

FORMAT OF AGREEMENT
(on Rs. 50/- STAMP PAPER)

**TENDER FOR OUTSOURCING THE JOB OF MOORING / UNMOORING
OPERATIONS AT BAJ- BAJ FOR A PERIOD OF THREE YEARS FROM JANUARY 2022**

This agreement made on the day of 2021 between the Board of Trustees of the Syama Prasad Mookerjee Port, Kolkata, a Body Corporate constituted by the Major Port Trust Act 1963 (No.38 of 1963), having its Head Office at 15, Strand Road, Kolkata – 700001, herein 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 M/s having its registered office at hereafter called the “Contractor” (which expression shall unless excluded by or repugnant to the context, be deemed to include its assignees or successors in office) on the other part.

Whereas the Trustees are desirous for outsourcing the job of mooring / unmooring operations at Baj Baj as specified in the Bid Document should be carried out in satisfactory manner and have accepted a tender by the contractor for the said work.

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to. The following documents shall be deemed to form and be read and construed as part of the agreement, viz:-

- a) The said Tender / offer and the acceptance of tender / offer including terms and conditions finalized and accepted by both parties prior to opening of price Bid submitted by the contractor.
- b) The General Conditions of Contract, Forms & Agreement of S.M.P. Kolkata.
- c) Special Conditions of Contract (if any).
- d) The Conditions of Tender.
- e) The Price Bid as submitted by the contractor and as accepted by the Trustees.
- f) The Specification.
- g) The Bill of Quantities.
- h) The work order dated
- i) All correspondence, by which the contract is added, amended, varied or modified in any way by mutual consent.

In consideration of the payment to be made by the Trustees to the contractor as hereinafter mentioned, the contractor hereby covenants with the Trustees to execute the work for outsourcing

the job of mooring / unmooring operations at Baj Baj as specified in the Tender for a period of three years from the date of commencement of operation at S.M.P. Kolkata in conformity in all respects with the provisions of the contract.

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

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

Contractor

Director, Marine Department

Witness

1-----

2-----

PROFORMA OF BANK GUARANTEE
(PERFORMANCE BOND)

(In lieu of Cash Security Deposit, to be issued by the Kolkata/Haldia Branch, as the case may be, of any Nationalised 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 for the 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, a body corporate duly constituted under the Major Port 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 dt. (hereinafter referred to as “the said contract”) , for the due fulfilment by the Contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs..... (Rupees.....), we Bank Branch, do on the advise of the Contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs. (Rupees.....), we Bank Branch, further agree that if a written demand is made by the Trustees through any of its official for honoring the Bank Guarantee constituted by these presents, we, Bank..... Branch, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c, Payee Banker’s Cheque drawn in favour of “Syama Prasad Mookerjee Port, Kolkata” without any demur. Even if there be any dispute between the Contractor and the 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 mere demand by the Trustees at any time and in the manner aforesaid, is sufficient for us Bank Branch, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the contractor and no protest by the Contractor, made either directly or indirectly or through Court, can be valid ground for us Bank Branch, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. 3. We ,..... Bank Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the 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 satisfy 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 up to and inclusive off days of and subject also to the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6(six) calendar months from the expiry of the aforesaid validity period up to or any extension thereof made by us Bank Branch, in further extending the said validity period of these 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 obligation 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 contractor 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 the terms and conditions relating to the said contract and we ,..... Bank Branch, shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any forbearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the Contractor or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect or so relieving us Bank Branch.
5. We ,..... Bank Branch lastly undertake not to revoke this Bank Guarantee during it's currency except with the previous consent of the Trustees in writing.

SIGNATURE.....

NAME.....

DESIGNATION.....

(Only constituted attorney for and on behalf of)

BANK.....

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

FORMAT OF AFFIDAVIT FOR ESI EXEMPTION
On Non-judicial Stamp Paper of at least Rs.50/-
BEFORE THE 1st CLASS JUDICIAL MAGISTRATE

AFFIDAVIT

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

That I am a proprietor / partner of ----- having office at -----
---and carrying on business on the said name and style. (In case the above Deponent is an
enlisted Contractor at Syama Prasad Mookerjee Port, Kolkata, the same should be mentioned in
the affidavit).

THAT my aforesaid Firm is exempted from E.S.I. Act and the said Firm has no Valid E.S.I.
Registration.

THAT the present affidavit is to be filed before the Syama Prasad Mookerjee Port, Kolkata as
per the Clause No..... of the Tender
No.....issued by the Syama Prasad Mookerjee Port, Kolkata in
respect of the work (the work is to be mentioned).

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

DEPONENT

Identified by me.

1)

**FORMAT OF AFFIDAVIT FOR PROVIDENT FUND EXEMPTION ON THE RUPEES TEN
NON-JUDICIAL STAMP PAPER**

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT.....

AFFIDAVIT

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

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

(In case the above Deponent is an enlisted Contractor at SMPK, the same should be mentioned in the affidavit).

2. THAT my aforesaid Firm is exempted from Provident Fund Act and the said Firm has no valid Provident Fund Registration. In support of this statement copy of exemption certificate issued by provident fund authority is attached herewith.

3. THAT the present affidavit is to be filed before the SMPK as per the clause no..... of the Tender vide Tender No.
.....issued by the SMPK 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:.....

Deponent

INDEMNITY BOND

(On Rs. 50/- (Rupees Fifty) Non Judicial stamp paper)

BY THIS BOND I, Shri/Smt., son of Shri/Smt
residing at by occupation the Partner /
Proprietor / Director..... having office at
am a tenderer under marine Department, SMPK (A statutory Body under MPT Act,1963).

WHEREAS , the said SMPK 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 , SMPK against all
damages and accidents to the labourer tenderer/contractor.

NOW THIS BOND OF INDEMNITY WITNESSETH THAT the tenderer /contractor named
herein above shall indemnify the Kolkata Port Trust against all damages and accidents occurring
to the labourers of the tenderer/ Contractor as demanded by the SMPK and which shall be legal
and /or claimed by the SMPK during the execution of the work stated in the NIT No.....
of

AND the contractor hereunder agree to indemnify and at all times keep indemnified the SMPK
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
..... hereto set and seal this the day of in
the year at

Sureties:

Signature of the Indemnifier

a) Name :
Signature :
Address :

b) Name :
Signature :
Address :

c) Witnesses
Name :
Signature :
Address :

Form of Bid Security Declaration

TENDER No. MRN/HMP/2/8/255 Date : 04.10.2021

Ref. No.

Dated:

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

We, ----- (Name of the bidder) understand that, according to your conditions, bids must be supported by a Bid-Security Declaration.

We accept that we will automatically be suspended for three years from being eligible for bidding in any contract with the entity that invited Bids for the period of 6 months starting from the date of opening tender if we are in breach of our obligation(s) under the bid conditions, i.e. if we withdraw or modify our Bids during the period of validity.

Yours faithfully,

Signature of Tenderer :

Name:

Designation:

Date :

Seal of the tenderer:

FORM OF TENDER
(To be submitted with Technical Bid Part – I)

MRN/HMP/2/8/255 Dated: 04.10.2021

To

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

Dear Sir,

I/We M/s. ----- having examined the site of work, read and fully understood the specifications, General & Special Conditions of tender and hereby undertake to execute and complete all the works required to be performed in accordance with specifications, Bill of Quantities, General & Special Conditions of Contract prepared by or on behalf of the Trustees and at the rates & prices set out in the annexed Bill of Quantities during the pendency of the contract from the date of order to commence the work and in the event of our tender being accepted. I/We also undertake to enter into a Contract if required, to give effect to the acceptance of the tender.

I/We have enclosed herewith/deposited with the Trustees' Financial Advisor & Chief Accounts Officer of Rs.2950/- vide Receipt No ----- dated ----- being the cost of the tender document.

I/We agree that the period for which the tender shall remain open for acceptance shall not be less than 180 days.

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

I/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 the decision.

Yours faithfully,

Dated -----

WITNESS:

Signature

Name: (In Block letters).

Address:

Occupation:

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

(Signature of Bidder with Seal)

Name of the Bidder

(In Block Letter):

Address:

CHECK-LIST

- 1) Form of Tender
- 2) Techno-Commercial Bid (Part-I) will contain the following self attested & stamped documents which are to be uploaded:-
- 3) Work order, Agreement/Performance Certificate of similar completed previous works during the last 7 years up to September, 2021, mentioning total value of work and period of completed works, from clients for fulfilling the PQ criteria.
- 4) Company's Audited Balance Sheet and Profit & Loss A/c along with schedules and audit report, for last 3 years (2017-18, 2018-19 & 20).
- 5) Brief particulars of the Firm.
- 6) Valid Trade License.
- 7) GST Registration Certificate.
- 8) Valid Professional Tax Clearance Certificate/upto date tax payment challan.
- 9) Authentic Performance Certificate of similar completed previous works carried out mentioning total value of work and period of completed works.
- 10) Proof of being registered with Employees' State Insurance Corporation (ESIC)/ ESI Registration Certificate.

In case the firm is not covered under ESI Act, or exempted, they would furnish necessary documents from appropriate authority along with an affidavit in original affirmed before a first Class Judicial Magistrate in a non judicial stamp paper worth Rs.10/- to that effect as per enclosed SMPK approved format enclosed in Annexure III. In addition, the tenderers not having ESI registration must also indemnify SMPK against all damages and accidents occurring to their labour in a non-judicial stamp paper worth Rs.50/- as per enclosed format (Annexure - V).

- 11) Proof of possessing valid Employees' Provident Fund (EPF) Account. Copy of Current P.F. Statement / PF Registration Certificate.

In case they are exempted under Provident fund act, they would furnish necessary documents issued by appropriate authority along with an affidavit affirmed before a first class Judicial Magistrate to the effect as per enclosed Proforma (Annexure-IV).

- 12) In place of EMD the bidder is requested to submit a Bid security declaration (As per Annexure-VI) accepting that if they withdraw or modify their bid during the period of validity etc they will be suspended for 3 years.
- 13) A separate letter addressing to Director, Marine Department confirming that the tenderer has accepted all terms and conditions laid down in the bid document should be enclosed.
- 14) Photo Copy of PAN Card and details of ECS like (i) Name of the Bank with Code No., (ii) Address, (iii) A/C No., (iv) Name of the Branch with MICR Code/IFSC (for outsiders).
- 15) An undertaking that the mechanised boats are free from all encumbrances and lien except from any financial institution.
- 16) The technical details of the offered mechanised boats as per enclosed format as per Cl.19 including copy of
 - i. Certificate of registry,
 - ii. All statutory certificate.

Or

A confirmation to build suitable mechanised boats and supply the same within the scheduled mobilization period
- 17) Copy of Treasury Receipt of Rs. 2950 /-(non-refundable) including GST issued by SMPK or original Bank Draft/Banker's Cheque/Pay order in favour of "SMPK" as cost of Tender Document physically within three days from the closing of online submission of tender. A photocopy of the same also to be uploaded in their offer through enivida portal.
- 18) Self declaration of compliance of Contract Labour Regulation Abolition Act (1970), Workmen Compensation Act and Minimum wage act.
- 19) Self declaration from the bidding firm that has not been debarred/ de-listed by any Govt/ Quasi Govt./Public Sector undertaking in India.
- 20) Micro and Small Enterprises (MSE's) shall submit the following documents for availing themselves of waiver of EMD and cost of tender documents:-
 - a) Valid NSIC Registration Certificate with list of stores/items/services/works for which registration is issued;

- b) Certificate of District Industries Centre (DIC) or AADHAR based MSME certificate where the categories of firms i.e. Micro or Small is mentioned.

21) 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.