NOTICE INVITING TENDER

SYAMA PRASAD MOOKERJEE PORT, KOLKATA, HALDIA DOCK COMPLEX

Haldia Dock Complex, Syama Prasad Mookerjee Port (SMP) invites tender for the work of "Outsourcing of Mooring Operations of Vessels at the 14 Nos. Berths inside Impounded Dock basin at Haldia Dock Complex for a period of 3 (Three) years.

Interested eligible tenderers may obtain further information and inspect the tender documents at the e-Procurement website https://eprocure.gov.in.

Tender No. GMM/101/EST/ENG/Gen/750
E-Tender Id: 2020_KoPT_590898_1

Earnest Money	Bid Document Fee (Non Refundable)	Date and time of Pre- Bid Meeting	Date of starting of submission e-tender	Last Date and time submission of Tender	Opening of Techno commercial bid of Tender
Rs 11,16,755/-	Rs. 2950/- [including GST @ 18%]	28/10/2020 at 1500 Hrs.	06/11/2020 at 1100 hrs	16/11/2020 upto 1500 hrs	17/11/2020 after 1530 hrs

ESTIMATED VALUE OF THE TENDER FOR 3 YEARS IS INDIAN RUPEES (INR) Rs 5,58,37,728/- including GST.

PERIOD OF CONTRACT: 3 YEARS.

BID DOCUMENT

TENDER FOR

Outsourcing of Mooring Operations of Vessels at 14 Nos. Berths inside Impounded Dock basin at Haldia Dock Complex for a period of 3 (Three) years.
BY

HALDIA DOCK COMPLEX

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

Tender No. GMM/101/EST/ENG/Gen/750
E-Tender Id: 2020_KoPT_590898_1

ISSUED BY

MARINE OPERATION
DIVISION
HALDIA DOCK COMPLEX
SYAMA PRASAD MOOKERJEE PORT,

KOLKATA

October, 2020

Haldia Dock Complex

Syama Prasad Mookerjee Port

Marine Operation Division

1.0 NOTICE INVITING TENDER

Tender No : GMM/101/EST/ENG/Gen/750	Dated: 15/10/2020

E-Tender under two part system (Par-I: Techno-Commercial Bid and Part-II: Price Bid) are invited from reputed, bonafide and resourceful bidders which include the company, firm, consortium, group of companies and joint venture or any of their partners or members jointly or severally will be pre-qualified in terms of the Pre-qualification criteria indicated herein below as well as set out in the bid document.

The Bid Document may be seen on the Central Public Procurement Portal (CPPP). Corrigenda or clarifications, if any, shall be hosted on the above mentioned website only. The tender is also published on SMP website (www.smportkolkata.shipping.gov.in).

Haldia Dock Complex, Syama Prasad Mookerjee Port (SMP) invites tender for the work of "Outsourcing of Mooring Operations of Vessels at the 14 Nos. Berths inside Impounded Dock basin at Haldia Dock Complex for a period of 3 (Three) years.

ESTIMATED VALUE OF THE TENDER FOR 3 YEARS IS INDIAN RUPEES (INR) Rs 5,58,37,728/- including GST.

PERIOD OF CONTRACT: 3 YEARS.

PQ HAS BEEN DRAWN ON ONE YEAR'S ESTIMATED VALUE OF INR 1,86,12,576/- including GST.

2.0 SCHEDULE OF TENDER (SOT)

a. Tender No.	GMM/101/EST/ENG/Gen/750
b. Mode of Tender	e-Procurement System (Online two part Techno-Commercial Bid and Price Bid through CPP Portal https://eprocure.gov.in/eprocure/app) The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender is acceptable by Syama Prasad Mookerjee Port.
c. Estimated cost	Rs 5,58,37,728 including GST for three years GST@ Rs 1,86,12,576/- including GST per annum.
d. Earnest Money Deposit.	The bidders shall be required to deposit Rs 11,16,755 (Rupees Eleven Lakh Sixteen Thousand Seven Hundred Fifty Five only) as 'Earnest Money Deposit' (EMD) to Haldia Dock Complex as per Clause 9.1 of the Tender Document, otherwise their offer will be summarily rejected. The original DD/Banker's Cheque/ Bank Guarantee against EMD and 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 and Bank Guarantee should be uploaded. In case the said Earnest Money is not deposited by the bidder, the respective bid will be summarily rejected, treating the same as non-responsive.
e. Tender Document fee.	The intending bidders also should submit the tender fee of Rs. 2950 (Rupees Two Thousand Nine Hundred Fifty) 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 EMD and 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.
f. Date of NIT available to parties to download.	From 1000 hrs on 16/10/2020
g. Off line Pre-Bid Meeting date and time	At **1500 hours on 28/10/2020** at the office of GM(Marine), Jawahar Tower, Haldia Dock Complex, Haldia.
h. Last date of submission of physical EMD & Bid Document Fee to the office of tendering authority of HDC, SMP.	Up to 1500 hours on **17/11/2020**
i. Date of starting of e- Tender for submission of on line Techno-Commercial Bid and price Bid at CPP Portal.	At 11:00 hours **on 06/11/2020**
J. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	Up to 15:00 hours on **16/11/2020** The last date of submission of tender will not be extended under any circumstance.
k. Date & time of opening of Part-I (i.e. Techno- Commercial Bid) Date of opening of Part-II i.e. price bid shall be informed separately.	On **17/11/2020** after 1530 hours.

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. A.Ghosh

General Manager, Marine – I/C

Tender Inviting Authority

3.0 IMPORTANT INSTRUCTIONS FOR E-TENDER

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 CPP Portal **https://eprocure.gov.in/eprocure/app** before responding to this e-tender:

- Bidders Manual Kit
- Help for Contractors
- FAQ

Contact Persons (Haldia Dock Complex, Syama Prasad Mookerjee Port):

1. Capt. A.Ghosh, General Manager (Marine) –I/c
   Phone : 9836298699
   E-mail : gmmarinehdc@gmail.com, a.ghosh@kolkataporttrust.gov.in

2. S.Sankrit , Asst. Manager (Marine Operation)
   Phone : 7478007297
   E-mail : shashwat.sankrit@gmail.com, ssankrit.hdc@kolkataporttrust.gov.in

Contact persons (CPP Portal):

1. Shri Nazmush – Mob: 9563251950 email:
   webhelpdesk@gmail.com See CPP Portal for contact details.

1. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
2. E-tender cannot be accessed after the due date and time mentioned in NIT.
3. SMP reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
4. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein
5. No deviation to the technical and commercial terms & conditions are allowed
6. The bidders must upload all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the tender shall not be considered.
7. The bid will be evaluated based on the filled-in technical & commercial formats
8. Bidder has fully read and understood the entire Tender Document, GCC, Corrigendum and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Corrigendum and Addenda. **A declaration in this regard is to be made by the bidder.**
9. Tender will be opened electronically on specified date and time as mentioned in the NIT. Bidder's can witness electronic opening of Bid. Necessary addendum/corrigendum (if any) of the tender would only be hoisted in the CPP portal

10. **No deviation to the technical and commercial terms & conditions are allowed.**
11. **After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature**

12. **HDC has the right to cancel this e-tender without assigning any reason thereof.**

13. **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.**

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

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

16. **Micro & Small Enterprises(MSEs) 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 DIC or Aadhar based MSME certificate where the categories of the**
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, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.**

18. **Due date of submission of tender will not be extended under any situation.**

ANNEXURE-B

SYAMA PRASAD MOOKERJEE PORT
HALDIA DOCK COMPLEX
Office of the Manager, Marine Operations ,
Marine House, P.O.: - Chiranjibpur,
Dist.: Purba Medinipur,
Pin : 721604, West Bengal.
Ph. No. 252340, FAX: 03224-252251
E-mail id: gmmarinehdc@gmail.com

Commercial Terms & Conditions

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 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 DIC or Aadhar based MSME certificate where the categories of the firm i.e. micro or small is mentioned.	AGREE
4	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, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.	AGREE
5	Due date of submission of tender will not be extended under any situation.	AGREE
	EARNEST MONEY : As per NIT	AGREE
6	Tenders submitted without requisite Earnest Money are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) 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 or for any other expenses incurred in connection with such bidding.**	**AGREE**
15	**Bidder shall get himself thoroughly familiarized with the site conditions and the nature of job. Non compliance of the same will in no 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	**The bidder should sign the "DECLARATION OF THE BIDDER" to denote his acceptance and submit the same along with his offer.**	**AGREE**
17	**VALIDITY :** **The tender shall remain open for acceptance for a period of 6 months from the date of opening of techno-commercial bid.**	**AGREE**

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, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.	
18	**NON- RESPONSIVE BIDDER :-** **(i)The offer/tender shall be treated as non-responsive, if the bidder does not accept 6 months validity period from the date of opening of techno-commercial bid as provided in the tender or (ii)Offer / tender is submitted with any deviation from the tender terms & conditions.**	**AGREE**
19	**EARNEST MONEY AND SECURITY DEPOSIT :** **As per tender Document**	**AGREE**
20	**Performance Guarantee :** **As per Tender document**	**AGREE**
21	**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**
22	**PRICES:** **Rate to be quoted on line for items in BOQ.**	**AGREE**
23	**Evaluated value as per scope of work will have to be quoted.**	**AGREE**
24	**The Bidder shall state clearly his quoted rates both in figure & word .**	**AGREE**
25	**Orders may be placed on the Lowest bidder.**	**AGREE**
26	**Price(s) quoted should remain firm over the contract period.**	**AGREE**
27	**All taxes & duties are deemed to be included in the quoted rate except GST as applicable.**	**AGREE**
28	**EVALUATION CRITERIA :** **As per relevant clause of Tender document.**	**AGREE**
29	**Order will be placed in full.**	**AGREE**
30	**PAYMENT: As per Tender document**	**AGREE**
31	**The contractor will be required to commence operation as per the Contract.**	**AGREE**
32	**Work is to carried out as per terms & condition of the contract document.**	**AGREE**
33	**Penalty for non function: As per Tender document.**	**AGREE**
34	**Compensation (Liquidated damages for failure to supply/ delayed supply): As per Tender document**	**AGREE**

35	**Compensation against Termination of contract due to Force majeure: As per Tender Document.**	**AGREE**
36	**Compensation against Termination of contract due to contractor's default: As per Tender Document.**	**AGREE**
37	**Technical capacity : As stipulated in Tender document**	**AGREE**
38	**Financial capacity : As stipulated in Tender document**	**AGREE**
39	**DOCK PERMITS :** **The cost of the permits will have to be borne by the contractor.**	**AGREE**
40	**INDEPENDENT ENGINEER:** **As per Tender document.**	**AGREE**
41	**JURISDICTION OF COURT :** **The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Kolkata/Haldia.**	**AGREE**
42	**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 premises.**	**AGREE**

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 **last day of the month previous to the one in which tender is invited which should** be either of the following:

i)

a) 3 (three) similar completed works, each work costing not less than **INR 74,45,030/- (including GST)**

Or

b) 2 (two) similar completed works, each work costing not less than **INR 93,06,288/- (including GST);**

Or

c) 1 (one) similar completed work, costing not less than **INR 1,48,90,061/-(including GST)**

d) The average annual financial turnover of the firm during the last 3 years ending March, 2019 should be at least **INR 55,83,773/-**

ii) Similar work shall mean experience in providing or supplying with manning and operation of Marine crafts/ Vessels or combined experience of management & operation of SBM or management of SBM mooring operation at tanker terminals, barge operators.

iii) Completed work shall mean any completed project or any completed portion of the running project.

iv) 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 and loss account for last 3 Years (i.e. 2016-17, 2017-18, 2018-19).

5.0 TENDER AUTHORITY

General Manager, Marine
Jawahar Tower, Haldia Dock Complex
Phone: 03224263303
E-mail: gmmarinehdc@gmail.com
Web-site: www.smportkolkata.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 examine the Tender Documents including all instructions, forms, terms, specifications, schedules and reference drawings. Failure/omission to furnish this information required by the tender Document on submission of a bidder which is 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 date will be treated as the scheduled prescribed day for the same.

6.5 Tender Document (Non-transferable) will be available in the website: www.smportkolkata.shipping.gov.in / CPP Portal. Parties downloading the tender document from SMP's website should ensure submission of either the Banker's Cheque or Demand Draft towards Tender Fee, failing which the tender will not be considered.

6.6 Syama Prasad Mookerjee Port reserve the right to reject any/all tenders or to accept any tender in whole or in part without assigning any reason whatsoever.

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 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:

a. Brief particulars of the Firm mentioning company's registration.
b. Copy of the document relating to details of Similar Works previously carried out by the firm with value & period of each work.
c. **Copies of Work Order(s) 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 number ii) Period of Contract iii) Actual Payment made for the

contract/ works concerned.

d. Copies of the Audited Balance Sheet and Profit and Loss Account for last 3 years (i.e. 2016-17, 2017-18, and 2018-19).
e. Photocopy of the EMD submitted through DD/Banker Cheque in favour of Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex on any Scheduled/Nationalized Bank payable at Haldia
f. Photocopy of the 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

g. A separate letter addressing to General Manager, Marine, Haldia Dock Complex confirming that the tenderer has accepted all terms and conditions laid down in the Bid document.
h. Details of Supervision and Liaison set up planned to be used for supervision and co-ordination of the work.
i. Signed blank copy of Price Bid format.
j. Form of Tender duly filled in bidder's Letter Head (**Annexure – XI**)
k. A declaration that the firms / group of companies / consortium have not been debarred / de-listed by any Govt. / Quasi-Govt. / Public Sector Undertakings.
l. Complete and signed copy of the enclosed 'Integrity Pact' (Format at **Annexure-I**).
m. Completed relevant formats in case of JV/ Consortium.
n. Authentic documents relating to registration under GST Authority and ESI Authority as applicable.
o. Copy of the Current Trade License, if applicable.
p. Copy of Provident Fund Registration Certificate as applicable.
q. A declaration from the bidder that he or she will not be associated with any other bidding firms or company.
r. Power of attorney in original in connection with signing the tender document (**Annexure – IV**)
s. Copy of the Memorandum & Article of Association in case of Limited Company.
t. Copy of the Partnership Deed in case of Partnership Firm.
u. All form and formats duly filled in as given at Annexures.
v. Signed copy of General Conditions of Contract of SMP, Kolkata
w. Proposed Manning pattern at Annexure XVI.
x. GST Details at Annexure XVII

7.1.1 The contractor shall submit the documents as per the Check List above (Clause-7.1) 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 Sl. No. c & d are not submitted with the bid.

7.1.2 THE DOCUMENTS UPLOADED BY BIDDER(S) WILL BE SCRUTINISED. IN CASE ANY OF THE INFORMATION FURNISHED BY THE BIDDER IS FOUND TO BE FALSE DURING SCRUTINY, EMD OF DEFAULTING

BIDDER(S) WILL BE FORFEITED. PUNITIVE ACTION INCLUDING SUSPENSION AND BANNING OF BUSINESS CAN ALSO BE TAKEN AGAINST DEFAULTING 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 and 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 SMP shall be applicable wherever relevant. The GCC may be downloaded from SMP website, 'Homepage - Rule and Regulations - Non-Service Regulations'. Should it, however, become unavoidable, deviations should be suggested during pre-bid meeting. SMP reserves the right to accept or reject the suggested deviations. No deviation from the laid down conditions of the Bid Document is firm unless it is notified by SMP.

8.2 Syama Prasad Mookerjee Port 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 Document. 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:

General Manager,Marine,
Haldia Dock Complex,
3rd Floor, Jawahar Tower,
Haldia, Purbe Medinipur,
West Bengal - 721607

8.5 The bidders may please note that Haldia Dock Complex, SMP 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 Syama Prasad Mookerjee Port 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, SMP.

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. Haldia Dock Complex, SMP 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. Haldia Dock Complex, will not be liable for any financial obligation in connection with any work until such time Haldia Dock Complex, 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 the submissions of tenders, Haldia Dock Complex,may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Tenderer / bidder, modify the Tender Documents by issuance of addenda, which shall be in writing and uploaded in the same websites. Such addenda will form part of their Tender. The Tender Document shall be deemed to be amended only by way of the amendments mentioned above. Any other communication issued to the tenderers / bidders shall not be construed to as amendment to the Tender Document.

9.0 EARNEST MONEY DEPOSIT

9.1 The bidders shall be required to deposit Rs 11,16,755/- as 'Earnest Money Deposit' (EMD) 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. Alternatively, an amount of INR 10.0 Lakh (Rupees Ten Lakh) shall be paid by Banker's Cheque or Demand Draft, payable at Haldia and the balance amount may be submitted in the form of a Bank Guarantee issued by any Indian Scheduled/Nationalized bank, having Branch at Kolkata/Haldia. The format of the Bank Guarantee is attached as **Annexure – XIII**. 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 EMD format is given GCC. The Bank Guarantee shall remain valid for a period of 6 months from the scheduled date of opening of Part-I of the bid with a further claim period of one month. The original DD/Banker's Cheque/ Bank Guarantee against EMD and 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.

9.2 Earnest Money of unsuccessful bidders will be refunded within 2 months of opening the Price bid or on finalization / acceptance of tender, whichever is earlier. If Price bid cannot be opened for any reason before expiry date of Earnest Money Instrument, the bidder would be requested to extend the validity of the EMD Instrument within the validity period of the offer, failing which the EMD instrument would be encashed. Tender submitted without EMD shall not be considered.

9.3 After conclusion of tender process, EMD of successful bidder will be returned without interest after submission of Security Deposit. However, the contractor may opt for converting the EMD (submitted in Draft) as a part of Security Deposit. In case the successful bidder fails to submit the Security Deposit in terms of tender conditions, the EMD will be liable for forfeiture.

9.4 Beneficiary Bank for the purpose of issuance of EM or SD Bank Guarantee

The following Bank Account details of HDC may be considered for issuing Bank Guarantees :

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 known as United Bank of India)**
5) Branch Name : **Haldia Dock Complex Branch**
6) IFS Code : **UTBI0HDCF75**
^
Zero

9.5 Details of cost of e-tender paper remitted should be entered by the participating bidder in the space provided in the e-tender as indicated hereunder:
a) Name of remitting bidder :
b) Tender No. :
c) Amount remitted :
d) Date of remittance :
e) DD/BC No. :

Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder:
a) Name of remitting bidder :
b) Tender No. :
c) Amount remitted :
d) Date of remittance :
e) DD/BC No. :

Tender submitted without requisite Earnest Money and tender paper will be liable for rejection.

10.0 SECURITY DEPOSIT

10.1 The successful tenderer(s) shall have to submit Security Deposit amount computed as per the undernoted percentage on the evaluated value of the tender as accepted by Syama Prasad Mookerjee Port, HDC in Demand Draft or in the form of Bank Guarantee as per the enclosed format at **Annexure – XIV** in favour of "Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex" from a National/Scheduled Indian Bank from its branch at Kolkata or Haldia.:-

Value of the work	**% Security Deposit**
For works costing more than Rs 20,00,000/-	10% on first Rs 10,00,000/- + 7.5% on the next Rs 10,00,000/- + 5% on the balance.

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

10.2 In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court.

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

10.4 After the issuance of 'Letter of Intent', Security Deposit will have to be submitted within 15 working days and a formal agreement is to be executed immediately thereafter as per format provided in GCC. Work order will be issued immediately after receipt of Security Deposit. The contractor shall commence the work within the prescribed mobilization period after issuance of work order. The contract shall be deemed to be in effect from the date of successful commencement of work.

11.0 INSTRUCTION FOR FILLING THE BIDS

11.1 The bids can only be submitted in the name of the bidder.

11.2 The Bid and any annotations or accompanying documentation shall be in English language only and in metric system.

11.3 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. Haldia Dock Complex, SMP may reject outright any bid unsupported by adequate proof of the signatory's authority.

11.5 The tender shall be completed in all respect and shall be submitted together with requisite information and annexures. It shall be completed free from ambiguity, change or inter-lineation.

11.6 Bidders should indicate at the time of quoting against this bid their full 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 Haldia Dock Complex, SMP 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 Haldia Dock Complex, SMP deem it necessary to ask for such a break up of quoted price, they will be duty bound to do so as requested by Haldia Dock Complex, SMP 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 Haldia Dock Complex, SMP, their Tender may be cancelled by Haldia Dock Complex, SMP.

12.0 JOINT VENTURES/CONSORTIUM AND OTHER FORMS OF ASSOCIATION

12.1 In case the tender is submitted in joint venture/consortium, the Tenderer 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 clearly set out and contain explicitly the scope and responsibilities of all the partners in the joint venture/consortium in terms of their respective financial and technical commitments/contribution. However, the partners of the JV/consortium shall be equally, severally and jointly responsible.

iv) One of the members of the consortium shall be authorized as being in-charge (lead member), and this authorization shall be evidenced by a power of attorney duly signed by the authorized signatories of the consortium Members as per the format enclosed in the tender document as (**Annexure-I**I).

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 shareholding each shall be allowed to jointly meet the eligibility criteria.

vii) Where the tenderer is a consortium the net worth and average annual financial turnover of the individual members forming the consortium shall be submitted.

viii) 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.

ix) 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.

12.2 FURTHER CONDITIONS FOR JV/CONSORTIUM:

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

(a) The Tenderer shall not have a conflict of interest that affects the Tendering Process. Any Tenderer found to have a **Conflict of Interest** shall be disqualified. A Tenderer shall be deemed to have a **Conflict of Interest** affecting the Tendering Process, if:
(i) The Tenderer, its Member or Associate (or any constituent thereof) and any other Tenderer, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Tenderer, its

Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Tenderer, its Member or Associate, as the case may be) in the other Tenderer, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in 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 Tenderer is also a constituent of another Tenderer;

OR

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

OR

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

OR

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

(b) A Tenderer shall be liable for disqualification if any legal, financial or technical adviser of SMP in relation to the Tender is engaged by the Tenderer, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Tender. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Tenderer, its Member or Associate in the past but its

assignment expired or was terminated 6 (six) months prior to the date of issue of this Tender. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the contract.

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

Note:
Notwithstanding anything to the contrary contained in this tender document, in the event of any member of any Consortium suffering from a Conflict of Interest, the offer of such consortium shall be treated as disqualified. However, in the event of similar situation arising / detected after placementof 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 Tenderer(s) shall have valid documents as listed in various clauses of this tender document and submit the same in the manner as stipulated.

12.3 Technical & Financial Capability.

The tenderer (whether a single entity or a consortium) must satisfy pre- qualification criteria as stipulated in the tender.

12.4 Assessment of eligibility:

12.4.1 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.

12.4.2 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.

12.4.3 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.

12.4.4 The Tenderer shall submit a Power of Attorney as per format given at **Annexure - IV**, authorizing the signatory of the Tenderer to submit the tender.

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

a. Members of the Consortium shall nominate one member as the 'Lead Member' who shall have an equity share holding of at least 26% of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at **Annexure - V**, signed by all the other members of the Consortium;

b. The Tender shall contain the information required for each member of the Consortium as per **Annexure - VI**

c. The Tenderer shall include a brief description of the roles and responsibilities of individual members of the consortium, particularly with reference to technical and financial obligations, as per **Annexure – VII & VIII.**

d. An individual (single entity) Tenderer participating in the instant tender shall not be a member of any other Consortium participating in the instant tender; further, a member of a particular Consortium shall neither submit any tender individually nor shall be a member of any other Consortium participating in the instant tender;

e. Members of the Consortium shall enter into a binding Joint Bidding Agreement (JBA) (substantiated in the form specified at **Annexure - IX**, 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 SMP 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 of operation under the contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV;

(v) Members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the completion of two years from the date of commencement of the contract and

(vi) Include a statement to the effect that all members of the Consortium shall be

liable and responsible jointly and severally for all obligations of SMP 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 SMP.

12.4.6 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 Tenderer in the Covering Letter as per **Annexure - X.**

12.4.7 A Tenderer 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 Tenderer, 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 Tenderer, Consortium Member or Associate as per **Annexure - X**.

12.4.8 In computing the Technical Capability and Financial Capacity of the Tenderer / 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 Tenderer/Consortium Member, a person who controls, is controlled by, or is under the common control with such Tenderer/Consortium Member. As used in this definition, the expression 'control' means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

12.5 Change in composition of the Consortium

12.5.1 Change in the composition of a Consortium shall not be permitted by SMP 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 SMP.

b. The Lead Member continues to be the Lead Member of the Consortium;

c. (i). In case of substitution, the substitute is at least equal, in terms of Technical &

Financial Capability, to the Consortium Member who is sought to be substituted. In this regard, documents shall have to be furnished to establish that the proposed member is in possession of experience and having financial health at least equal to that of the substituted member during the period as stipulated in the pre-qualification criteria of the tender. (ii). In case of removal of any member without substitution, the remaining member(s) shall fulfill the pre-qualification criteria of the tender. (iii). In case of induction of any additional member(s), documents shall have to be furnished to establish experience and financial health of the proposed additional member.

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

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

a. At any time, a material misrepresentation is made or uncovered, **OR**

b. The Tenderer does not provide, within the time specified by SMP, the supplemental information sought by SMP for evaluation of the Tenderer.

Note: If the Tenderer 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 Tenderer gets disqualified / rejected, then the Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of SMP, including annulment of the Tendering Process.

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

13.0 PRICING OF THE BID

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

13.2 Currency of Quotations:

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

13.3 Validity of Price Bid

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

14.0 DUTIES & TAXES

a. The prices quoted shall be including all statutory levies excluding GST. GST should be indicated separately in the relevant column of BOQ. The summation of all item-wise total prices (excluding GST) (i.e. Grand total as mentioned in BOQ) would be the basis of evaluation.

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

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

d. Haldia Dock Complex, SMP 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 Haldia Dock Complex, SMP for the fault of supplier shall be recovered by Haldia Dock Complex, SMP by way of adjustment in the consideration payable.

e. Supplementary invoice/debit note/credit note for price revisions to enable SMP 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 be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

g. 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.

15 MOBILIZATION

15.1 Mobilization Period:

The contractor shall commence the work within 30 calendar days from the date of issuance of work order.

15.2 Mobilization Charges:

No Mobilization charges will be payable separately.

15.3 Liquidated Damage for delay in commencement of work:

In case the contractor fails to commence operation within 30 calender days from the date of Work Order, the contractor shall pay, as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½ % (half percent) of the total basic value of the contract as mentioned in work order, for every week or part thereof provided always that the amount of such compensation shall not exceed 10% of the said value of work.

15.4 In case the contractor fails to commence operation within 60 calendar days from the date of Work Order, SMP will be at liberty to terminate the contract and forfeit the Security Deposit. The Engineer of the Contract may, however, extend the period of mobilization if he is satisfied that the reasons for the delay was beyond the control of the Contractor.

16 INTERPRETATION OF TERMS

In the Contract and specifications the following words and expressions shall have the meanings as follows:

16.1 THE TRUSTEES - The expression 'THE TRUSTEES' means the Board of Trustees for the Syama Prasad Mookerjee Port.

16.2 THE CHAIRMAN means the Chairman of the Board and includes the person appointed to act in his place under Section 14 and 14A of the Major Port Trusts Act, 1963.

16.3 THE DEPUTY CHAIRMAN, Haldia means the Deputy Chairman, Haldia Dock Complex, 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 Trusts Act, 1963.

16.4 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.

16.5 THE ENGINEER - The expression 'The Engineer' means the General Manager, Marine for the purpose of this contract only.

16.6 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 / Engineer of the Contract to act on their behalf for the purpose of this contract.

16.7 THE VESSEL - The expression ‘The Vessel’ means the Merchant ships and tankers

16.8 DAY - means duration of 24 hours commencing at 00.00 hours midnight till 24.00 hours and includes Sundays and Holidays.

16.9 MONTH – means English Calendar Month.

16.10 LETTER OF INTENT - “Letter of Intent” means the formal acceptance by HDC, SMP of the Tender.

16.11 TENDER - “Tender” means the Contractor’s priced offer to HDC, SMP 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.

16.12 DC – Haldia Dock Complex

16.13 SMP – Kolkata Port Trust

SPECIAL CONDITIONS OF CONTRACT
&
TECHNICAL SPECIFICATIONS

17.0 GENERAL

The provisions of the Special Conditions of Contract & Technical Specifications shall be deemed to override the provisions of the General Conditions of Contract, only to the extent of such repugnancy or variations in the Special Conditions of Contract & Technical Specifications, as are not possible of being reconciled with the provisions of General Conditions of Contract.

18.0 SCOPE OF WORK

18.1 The work primarily involves mooring/unmooring/shifting operation of vessels inside the impounded dock basin, the details of which are as follows:

a) The staff (i.e. Mooring hands & Supervisors) should be familiar with mooring and unmooring operations of the ship, proficient in securing ship's mooring lines, shore fenders etc.

b) The Supervisor in charge should be able to communicate to the Port Control and Pilot as and when required in English / Hindi/Bengali.

c) The staff should have the knowledge of SWIMMING and shall always be prepared for any emergency.

d) The mooring staff shall be available round the clock for Marine operations without any break between the shifts. The contractor shall also ensure that shipping operations are not affected during change of shift duties. The operations have to be carried out 365 days a year without any consideration of holidays/ weekly off/ rest days, etc.

e) The mooring staff shall also carry out the additional duties as per the instruction of the GM(Marine) or his representative without any additional financial liabilities on HDC.

f) Duty roster for next month must be provided by 25th of the present month. Any change in posting must be informed in writing to GM(Marine) for prior approval.

g) The accepted rate for mooring/unmooring/shifting should be applicable for mooring operation at any place of HDC and should there be any requirement and the Engineer so directs, the contractor will provide mooring/unmooring/shifting operation at other places of HDC at the accepted rate per operation.

h) The contractor shall also be responsible to supply labour to meet any manpower shortfall in the Port`s gang working at Lock/Approach Jetty or any of the Oil Jetties, as per the direction of GM(Marine). The rate per labour per shift for the same shall be fixed at Rs 27,660/- including GST.

i) Prior to the date of commencement of service, the staff shall have completed all the necessary medical test and police verification. The same should be submitted to the Engineer of the Contract.

18.2 MINIMUM MANNING REQUIREMENT FOR OPERATION:

The team should have a minimum of 06 Supervisors & 36 Mooring hands distributed equally in three shifts of 8 hours each, as required by terms and conditions. When crew/staff is deployed initially, it shall be done with the consent of GM (Marine), HDC and any change afterwards if required, shall be carried out with the prior approval of GM(Marine).

18.3 MANPOWER (2 GANGS) PER SHIFT OF 8 HOURS:

Sr. No.	Designation of Staff	Certificates	Nos.	Age
1	**Supervisor**	**12th pass**	**3 (shift) x 2 Nos.**	**25 to 50 years**
2	**Mooring Hands**	**10th pass**	**3 (shift) x 12 Nos.**	**18 to 50 years**

The Supervisor in charge should be able to communicate to the Port Control and Pilot as and when required in English / Hindi/Bengali.
The rate should be quoted at per operation basis. One operation shall constitute

a) 1 mooring operation or
b) 1 unmooring operation or
c) 1 complete shifting operation including mooring and unmooring of vessel.

19. THE COMMUNICATION SYSTEM

The communication system i.e. VHF/Walkie talkie required for mooring staff will be provided by HDC.

20 POLLUTION DAMAGES

The Contractor shall be liable for pollution damage and the cost of clean up, which has occurred due to the Contractor’s and / or the Contractor’s personnel by willful, intentional acts or omissions or gross negligence which cause or allow the discharge, spills or leaks of any pollutant from any source whatsoever, into the Port waters.

21 INSPECTION

An inspection of the Staff and vehicle used for mooring operation shall be carried out by the GM(Marine) or his representative regularly & also prior to commencement of the contract.

22 ALCOHOLIC LIQUOR OR DRUG

The contractor shall not otherwise then in accordance with statutes, Ordinances and government regulations or orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs or permit or suffer any such importation, sale, gift, barter or disposal by his agent or employees.

23 PERSONAL PROTECTIVE EQUIPMENT: (PPE)

The Contractor shall be solely responsible, at his own cost, for the supply of required PPE to his workers and staff and he shall also ensure the use of PPE such as helmets, nose masks, hand gloves, Boiler suits (preferably Orange colour) safety shoes, rain coats and retroreflector jacket by his staff at site.

24 PENALTY

A. AVAILABILITY & PENALTY:

Minimum guaranteed availability of mooring crew/staff shall be for all days in a Calendar Month or part thereof. The Staff shall carry out either shift duties of 8 hours in a day or as directed by GM(Marine) or authorized Officer. However, in case of any emergency / crisis management, the mooring Crew/Staff shall carry out additional duties as per the requirement without any additional financial liability on HDC.

In case of Non-Availability of Minimum manning for each operation as prescribed above, penalty **of Rs. 10,000/- per operation + non-payment of respective mooring /unmooring operation charges.**

B. PENALTY FOR DISRUPTION OF SHIPPING MOVEMENTS:

Any disruption of shipping movements or delayed shipping movement caused by the contractor will attract a penalty of **Rs.10,000/- per operation + non-payment of respective mooring /unmooring operation charges.**

25 VEHICLE WITH DRIVER

VEHICLE:

The vehicle (four wheeler) with driver to be arranged by the contractor on 24x7 basis. The valid documents i.e. Registration Certificate, Insurance, Pollution Under Control etc. to be submitted prior to commencement of contract. The fuel for the vehicle will be Contractor's account. The vehicle must be fitted with "Spark Arrester" for operating in oil jetty area. The driver should have valid license. ESI PF to be arranged by the contractor

26. MAINTENANCE OF LOGBOOKS

Log Books related to Mooring/unmooring/shifting Operation are to be maintained as prescribed by the department and work of the previous day submitted for verifications and certification on the same day.

27 MAINTENANCE OF ATTENDANCE REGISTER:

An attendance register to be maintained by the contractor for the mooring crew/staff on shift basis and the same to be produced to the GM(Marine) or his representative .

28 ESI & EPF

a) The ESI and PF to be made along with the wages to the staff.
b) The payment to the staff shall be made through Bank only.
c) The contractor provider should furnish the proof of applicable remittance of PF, ESI etc., and contributions in respective offices for the workmen deployed by them at the said offices every month to the designated principal employer along with monthly bills.

29 The contractor shall deposit the wages to his employee's Bank account on or before 7th of every month. A copy of the proof of the amount transferred to his employees shall be submitted along with the next month's bill.

30 In the event of any of its workers raising any demand/dispute on employment or terms and conditions of service or any such matter, the Contractor shall resolve the same without interruption of service and the functioning of the Port. However, there shall be no claim for employment or any other monetary benefits from the Port**.**

The Service Provider has to ensure payment of minimum wages not only as existing at the time of award of contract but also should ensure payment of minimum wages as notified by the Govt. of India from time to time during the period of Contract.

31 The Port Trust reserves the right to cancel the contract without assigning any reason thereof and without any liability by giving 01 month advance notice.

32 The Employer (HDC's Board) will not be responsible for any damage / loss / theft etc. suffered by the staff due to errors of the Supervisor / staff or any reason whatsoever.

33 Working inside the dock basin: The Bidder should abide by all the rules and regulations that the authorities may enforce from time to time. Any damages to the Port Trust equipment, Machinery or Loss caused due to his operations shall be made good by the Bidder at his cost.

HDC has 14 Berths inside the dock basin. Layout plan of Impounded dock basin is attached separately as Annexure-XVIII. Space will be provided for their stay free of cost. Cooking of food etc. will not be allowed. Contractor will have to arrange vehicle for transportation of staff & material at his cost.

It is a responsibility of the contractor to provide personnel protective gears to the mooring staff and to adequately insure all persons. All the staff members must know swimming.

34 Welfare facilities: The Bidder shall BE RESPONSIBLE for welfare of his staff.

35 Access to site: The bidder shall obtain prior permission of the HDC before any person/s not directly connected with the works for site visits. The bidder shall abide by the regulations and rules of HDC in respect of entry/exit and movement in the premises.

36 Risky places: When the work is done near any place where there is a risk of falling, all safety devices should be kept ready for immediate use and all necessary steps taken for prompt first aid treatment of all injuries likely to be sustained during the course of the work. The areas which are likely to be unsafe for use shall be barricaded and all the necessary precautionary measures like displaying notices shall be taken by the bidder.

37 Environment, pollution prevention and care of service lines: The Bidder must ensure that adequate measures are taken to prevent air, water and noise pollution during the execution of the work. All measures and aspects to be adopted to protect the environment. The bidder is responsible for cleanliness of the area and safety of his employees as per industrial act. Working personnel should wear the proper PPE and follow he safety regulations. Hot work permission to be obtained as per laid down procedures. The Bidder must ensure that the essential services like electricity cables, telephone cable, water supply lines, or road traffic is not affected during the execution of the work. Any damages to such facilities shall be rectified by the Bidder at his own cost.

38 Labour: The bidder shall make his own arrangements of all labour for doing the work at site or in respect of or in connection with the execution of work as also for the transport, housing, feeding and payment there of. The bidder shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighbourhood of the works against the same.

39 Accident, damage or injury: The Bidder shall be responsible for any accident damage or injury caused to his employees or property or any person in course of the work and shall indemnify SMP Kolkata from any claim whatsoever.
The Bidder shall be solely responsible for reporting the HDC and the Police department immediately of any serious or fatal accident inside the HDC premises to any of his employee or workmen engaged by him or any person in an accident as a whole of the work.
40 Theft, Loss of departmental materials and Equipment: In case of theft or loss of departmental material issued to a bidder he shall be held responsible for safe custody of such materials and equipments and the bidder shall make good and/or compensate the port for any loss/theft at a rate not lower than the prevailing market rate at the time of issue/recovery or the issue rate whichever is higher plus departmental charges at the time of actual recovery. In such cases, the responsibility of reporting the matter to the local police station will vest with the bidder. The bidder shall supply to the HDC, copies and particulars of such F.I.R. at the earliest.
41 Damages and forfeiture of deposit; In case of failure on the part of the contractor at any time during the continuance of this contract to comply with any of the condition here in contained or in case of any breach of any portion of this contract, the contractor shall be liable to make good to HDC the difference, if any between the cost of completion of the works by himself or through other contractor aforesaid and all other charges and expenses as shall or may in any way be incurred or sustained and the board shall be at liberty to retain the said sums from any amount that shall become due and payable to the bidder and without prejudice to the provisions here of. The board shall be entitled to forfeit the amount of security deposit furnished by the bidder or to assess the loss or damage, which he may have suffered by reason of such failure or breach and to appropriate the said deposit towards such loss or damage without prejudice to any right of recovery by other means.

42 Safety measures; The bidder shall in connection with this work take all safety measures as required by the General Manger (Marine) and provide and maintain at his own cost all Personnel Protection Gear safety and convenience of the working staff. The bidder shall take adequate steps to maintain the safety equipment in good condition for immediate use.

43 The contractor shall conform to and comply with the regulations and by the laws of the SMP Board, statutory body, classification Society etc. The Bidder shall confirm to the Acts rules and regulations in respect of Bidder's labour health regulations or any other requirements issued by the Management State/Central Govt., Assistant Labour Commissioner and any other statutory body at any time during the execution of the Contract. The Bidder shall comply with all Central/State and Municipal Laws and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations and abolition) Act 1970 and rules there under and other enactments those may be applicable including ESI Act, the payment of wages Act, the Indian contract act, the major port trust act Provident Fund Act, Electricity Act, Insurance cover to workmen Indian arbitration and conciliation act, the Minimum wages act the Factories act, the workmen's compensation Act or any other applicable legislations and labour laws whatsoever in force, so far as these are applicable. To this contract, any obligations finding or otherwise missed under any statutory enactments rules and regulations there under shall be the responsibility of the Bidder and the SMP will take no responsibility for the same. The Bidder should take workmen's compensation policy for this work and submit the same to the SMP before starting the work. The policy shall be valid for the deployed workers till the completion of the works.

The Bidder shall obtain Labour Licence, as per Contract Labour regulation and Abolition act.

44.0 Adequacy of the tender:

The intending tenderers are expected to visit the sites and satisfy themselves on the actual site conditions before tendering. Whatever information given in the tender document is only intended as a general guidance for the contractor and no warranty is given for the correctness of the same.

The information being provided in the Tender document does not relieve the Bidders from carrying out the works to suit the specified needs. The Bidder shall inspect the site and may conduct trials at their own cost and risk and use any and every other method to ensure the adequacy of their offer including the suitability and capability of the manpower proposed to be deployed for execution of the work.

45 RESPONSIBILITIES OF SMP.

45.1 HDC shall provide space for the stay of mooring staff free of cost in the Dock Area.

45.2 HDC shall provide dock entry permit to Contractor's personnel, vehicles etc. on chargeable basis.

46 PAYMENT TERMS

46.1 Contractor shall submit monthly bill complete in all respect along with copy Log Book and Attendance Register duly authenticated at the end of each calendar month.

46.2

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

b) Taxes such as income tax etc. as applicable will be deducted from the contractor's bill.

c) NO INTEREST ON ACCOUNT OF DELAYED PAYMENTS

d) Any claim for interest will not be entertained by the HDC with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on the part of the HDC in making payment. Further No interest will be paid on Retention money of Performance Security amount.

46.3 HDC will endeavor to make payment through ECS within 30 days from the receipt of corrected bills. **An advance of 75% of amount certified by MO division will be released within 10 working days of submission of bill by the contractor to ensure fund flow. The rest of the bill along with applicable GST will be released as per schedule mentioned above.**

47.0 EVALUATION AND COMPARISON OF BIDS

47.1 Haldia Dock Complex 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. HDC's decision in this regard shall be final and binding on the bidder. HDC 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.

47.2 HDC will not be duty bound to notify the names of unsuccessful bidders nor the reasons for the same.

47.3 HDC also reserves the right to obtain revised commercial bid if necessary from the technically acceptable bidders.

47.4 Bidders have to quote against all the items in the BOQ, the Bids received and accepted will be evaluated by the method indicated in the Price Bid. Bid will be evaluated based on overall lowest quoted value without GST.

48 BID OPENING

a. 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.

b. 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 subsequent date, which will be intimated to the Contractors.

49.0 THE GENERAL CONDITIONS OF CONTRACT OF SMP SHALL BE APPLICABLE WHEREVER RELEVANT.

50.0 TERMINATION OF CONTRACT

50.1 Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Contractor there from after giving him a minimum one month's notice in writing, due to occurrence of any one or more of the following reasons and the decision of the Trustees in this respect, as communicated by the Engineer shall be final, binding and conclusive:

a) If the Contractor fails to commence operation within 60 days from the date of issue of 'Work Order'. However, Engineer shall have the discretion to grant additional time if he is satisfied that the grounds for delay are beyond the control of the Contractor.

b) The Contractor has abandoned the contract.

c) The Contractor has failed to commence the works or has without any lawful excuse under these conditions, has kept the work suspended for at least 15 days despite receiving the Engineer's or his Representative's 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.

e) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the Contractor to any officer, servant or representative of the 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 being a company goes into liquidation either compulsory or voluntary.

50.2 In case the performance is found to be unsatisfactory, the Engineer of the Contract shall have the right to terminate the contract by giving one month's notice. The decision

of HDC about the performance shall be final.

50.3 In all cases of Termination of work emanating from Clauses 50.1 and 50.2, 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.

51 LAW OF THE LAND

51.1 All relevant rules and regulations and laws regarding Trade Union, Labour, Marine and Pollution Control have to be complied with by the contractor at their own cost. HDC, SMP 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 HDC, SMP.

51.2 The Contractor shall take all possible precautions to secure the efficient protection of the berths and waters under the jurisdiction of HDC against pollution of whatever nature during the execution of the work. He shall not allow at any time as refuse including plastic, rubbish, etc. in whatever nature to be thrown into the water by his workmen or any other agency employed by him.

52.0 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 shall be extended by the period of delay, which is directly caused by the 'force majeure'. Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable, as aforesaid, shall notify the other party in writing immediately but not later than 48 (Forty eight) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in supports of its claim.

iii) Time for performance of the relative obligation suspended by the 'force majeure' shall stand extended by the period for which such cause lasts.

53 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION.

a. 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.

b. 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 examine the operation related dispute by a Committee consisting of FA&CAO, Director, Marine Department & CHE under his chairmanship and submit its recommendation to the Board for taking a view on the dispute.

c. If there is still no settlement as mentioned at Clauses – 53 (a) & 53(b), 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, 2015, including any amendment thereof.

d. 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.

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

f. 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.

g. 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.

h. 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.

i. 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.

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.

54.0 INTEGRITY PACT

The selected bidder will have to enter into an Integrity Pact with the Port as per format enclosed at **Annexure-I**. (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 Subhashish Sarkar, have been appointed by SMP as Independent External Monitor (IEM).

Bulbul Sen, IRS (Retd.), B-
104 Narayantara Aptts.
Block 8 B, Sec-7, Dwaraka,
Delhi-110075,
E-mail: bsensarkar@gmail.com.

Shri Subhashish Sarkar,
Flat No.406, Block-III,
Kirti Apartments,
Mayur Vihar Phase-I Extension,
Delhi-110091,
Mob. No. 9811707230,
E-mail: subhashishsarkar53@yahoo.com.

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

BILL OF QUANTITIES

PREAMBLE TO BILL OF QUANTITIES

55.0 GENERAL

55.1 The Bill of Quantities must be read with the instruction to the bidder, Drawings, General Conditions of Contract and Special Conditions of Contract and the Contractor is deemed to have examined and to have thoroughly acquainted himself with the detailed descriptions of the works to be done, and the way in which it is to be carried out.

55.2 The Contractor shall be bound to carry out the work at the accepted rates and shall not be entitled to any additional claim or compensation whatsoever.

55.3 FORMAT OF PRICE BID

Sl. No.	Description of Operation	Unit	Rate in INR per operation excluding GST
1.	Mooring of Vessels at Berths Inside Dock Basin (a)	Lump Sum	(Not to be Quoted here)
2.	Unmooring of Vessels at Berths Inside Dock Basin (b)	Lump Sum	(Not to be Quoted here)
3.	Shifting of Vessel inside the Dock basin including mooring and unmooring (c)	Lump Sum	(Not to be Quoted here)
Total 3 years cost: [{(a+b) x 1641}+(cx1724)]*3		(Not to be Quoted here)	

Annexure-I

INTEGRITY PACT

Between

Syama Prasad Mookerjee Port (SMP) hereinafter referred to as "The Principal/ Employer"

And

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

Preamble

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

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

NOW, THEREFORE

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

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

Section-1:Commitments of the Principal/employer.

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

a. No employee of the Principal, personally or through family members, will, in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any materials or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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

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

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

(1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bid or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor (s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representative in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the **"Guidelines on Indian Agents of Foreign Suppliers"** shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian Agent/representative have to be in Indian Rupees only. Copy of the Guidelines on Indian Agents of foreign Suppliers is annexed and marked as **Annexure-P.**

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

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

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

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

Section- 4: Compensation for Damages.

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

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

Section -5: Previous transgression.

(1) The Bidder declares that no previous transgressions occurred in the last 3 years from the date of signing the Integrity Pact with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Undertakings /Enterprise in India, Major Ports, / Govt. Departments of India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as considered appropriate.

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

(1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a

commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and subcontractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

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

(a) The task of the monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

(b) The monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.

(c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.

(d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Syama Prasad Mookerjee Port.

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

Section-10: Pact Duration:

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

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

Section-11: Other provisions:

(1) This agreement is subject to Indian law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.

(2) Changes and supplements as well as termination notices need to be made in writing in English.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners of consortium members.

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

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

Place…….

Date…….
Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Annexure-II

FORMAT IN CASE OF JOINT VENTURE/CONSORTIUM AGREEMENT
(To be submitted on stamp paper)

This Joint venture/consortium agreement is made at_____on_____day of_____20---- between M/s. _____ (please indicate the status viz. Proprietor, firm, Company) represented through its proprietor /partner or Director (hereinafter referred to as "first Party") and M/s. _____(Please indicate the status viz. Proprietor, Firm, Company) represented through its proprietor /partner or Director (hereinafter referred to as "Second Party") WHEREAS the First party is engaged in the business of _____

AND WHEREAS THE Second Party is engaged in the business of _____

AND WHEREAS both the parties are desirous of entering into a joint venture /consortium for carrying on the work of Haldia Dock Complex, Syama Prasad Mookerjee Port in connection with work of_____(please mention the work of the tender).
AND WHEREAS the First Party and Second Party have agreed to form joint venture/consortium for execution of subject works.

NOW THIS DEED WITNESSED AS UNDER:
1. That under this Joint Venture/consortium Agreement the work will be done jointly by the first party and second party in the name and style of M/s__.

2. It is further agreed by the Joint Venture/consortium Partner that _____of M/s._____has been nominated as Lead Partner for the execution of the works.

3. That all the parties shall be liable jointly, equally and severally for the satisfactory execution of the contract in all respect in accordance with terms and conditions of the contract and the lead partner shall be authorised to incur liabilities and receive instruction for and on behalf of any and all the partners and parties of the Joint Venture/consortium and the entire execution of the contract including payment shall be done exclusively with the lead partner.

4. THE PROPOSED PARTICIPATION SCOPE OF ACTIVITIES TO BE PERFORMED AND RESPONSIBILITIES OF EACH:

The proposed administrative arrangement, participation, scope of activities to be performed and responsibilities for the execution of the work of the each party shall be as under:

First Party:

Second Party:

5. The turnover and experience of each party is as under:

First Party:

Second Party:

6. Subject to **Cluase-4**, the parties shall depute their experienced staff as required for the works and plants, equipment, machinery etc. as requires for execution of works, will be deployed by each Joint Venture/consortium partners for execution of the contract.

7. In the event of default by any partner in the execution of the part of the contract, the Lead Partner will have the authority to assign the work to any other party acceptable to the Haldia Dock Complex, Syama Prasad Mookerjee Port to ensure the satisfactory execution of that part of the contract.

8. The Registered Office of the Joint Venture/Lead Partner of the consortium shall be at __

9. The Joint Venture/consortium shall regularly maintain in the ordinary course of business a true and correct account of all its incoming and outgoing and also of its assets and liabilities in proper books or account which shall ordinarily be kept at place of business and after Completion of above mentioned work all account shall be taken.

10. Opening and operation of Bank Account:
The Joint Venture/consortium shall open and maintain bank account(s) at____ _____The Lead Partner as mentioned in Clause(2) above shall have the power to receive the payments on behalf of the Joint Venture/consortium and to give discharge on behalf of the Joint Venture/consortium.

IN WITNESS WHEREOF the Parties hereto have signed hereunder at_____on this_____day of _____

Party of First Part Party of Second Part

Witness:

1)
2)

Annexure-III

(I) Details in respect of the Company /Firm (Indian /Foreign).

Sl. No.	Name of Firms / Bidders.	Date of registration of the Company.	Address of Head Office, Regional Office and Registered Office.	Previous name of the company if any.	Details of earlier approvals, if any (ref. No. & date)

(II) Details in respect of Director.

Sl. No.	Full name of Board of Directors.	Present position held with date (since when).	Date of Birth.	Parentage.	Present & Permanent address.	Nationality.	Passport No. and issue date if any.	Contact address & telephone number.
1	2	3	4	5	6	7	8	9

(III) Details of Shareholders of applicant company (All firms /companies/entities/individuals having shareholding more than 10%.

Sl. No.	Full name.	Parentage Father/Mother.	Date of Birth.	Permanent address.	Present address.	Present position held in the company if any.	Nationality (if holding duel nationality, both must be clearly mentioned).	% of shares held in the Company.

(IV) Details of criminal cases, if any against the Company / Director (s) as per Annexure.

SECRET

Self declaration for company of Director(s) for whom security clearance is sought.

a. Name and address and registration number of the company:
b. Name and address of owners, promoters and directors of the company:

1. ----------
2. ----------
3. ----------
4. ----------

c. Is the company owners, promoters or directors listed above the subject of any:

1. Preventive detention proceedings (PSA/NSA etc.): Yes / No.
2. Criminal proceedings : Yes / No.

d. If, Yes. Please provide following details.

1. Detention / Case /FIR/ Warrant number:
2. Police station / District / Agency :
3. Section of law:
4. Name and place of the court:

e. The above mentioned details are in respect of both India and any other foreign country.

Note: The above self declaration is required to be filled and signed by the authorised signatory of the company.

Annexure - IV

Format For Power Of Attorney For Signing of Tender

(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 10)

Dated: _____

POWER OF ATTORNEY

To whomsoever it may concern

Mr._____[Name of the Person(s)], residing at _____[Address of the person(s)], acting as _____ (Designation of the person and name of the firm), and whose signature is attested below, is hereby authorized on behalf of _____ [Name of the Tenderer (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 Haldia Dock Complex, Syama Prasad Mookerjee Port (SMP) 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 Tenderer / Consortium Members with Seal)

Note –

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

Annexure - V

Format For Power Of Attorney For Lead Member Of Consortium

(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 10)

POWER OF ATTORNEY

Whereas Haldia Dock Complex, Syama Prasad Mookerjee Port ("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 OF 20**

For ……
……
…….. (Name
& Title)

For ……
……
……. (Name
& Title)

For ……
……
……. (Name
& Title)

Witnesses:

1.

2.

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

Annexure - VI

Profile Of The Tenderer

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

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

3. Details of individual(s) of the tenderer (Lead Member in case of Consortium) who will serve as the point of contact/ communication with Haldia Dock Complex, SMP.
   (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 Tenderer:
   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 - VII

SYAMA PRASAD MOOKERJEE PORT
HALDIA DOCK COMPLEX

Mooring/unmooring operations at Haldia Dock Complex.

	Name of the similar project / work executed successfully.	**Period of the project**	**Value of the project**
Single Entity			
Consortium Member 1			
Consortium Member 2			

Instructions:

1. The single entity tenderer / each member of consortium should furnish its details in the appropriate column.
2. The description of each of the project shall have to be provided while giving the following details:
   (a) Location of the project
   (b) Contact details of the concerned projects
      (i) Name of Contact Person(s)

      (ii) Designation(s)
      (iii) Address
      (iv) Telephone/Mobile No.
      (v) Fax
      (vi) Email

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

Name: ……..

Designation: ……

Date: ……..
Seal:

CERTIFIED BY
Name of Chartered / Certified Accountant Firm …….

Registration Number & other details …….

Name of the Signatory……..
Signature …….

Designation ……..

Date ……..
Seal

Annexure - VIII

Details Of Financial Capability of the Tenderer

(In Rs. Crore)

Applicant Type	**Annual Financial Turn Over**
	Average on last 3 years
Single entity Tenderer	
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 Tenderer/ 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 …….

Name of the Signatory ……..

Signature …….

Designation ……..

Date

Annexure - IX

Joint Bidding Agreement

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

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

AMONGST

1. {…… Limited, a company incorporated under the Companies Act, 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, established under the Major Port Trusts Act-1963 and having Principal Office at 15,Strand Road,Kolkata-700001 (hereinafter referred to as the "**SMP**" 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 tenderer 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

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

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

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the successful tenderer and awarded the contract, it shall incorporate a special purpose vehicle (the "**SPV**") under the Indian Companies Act 1956 for entering into an Agreement with the SMP and for performing all its obligations as the successful tenderer 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

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

First Party:

Second Party:

{Third Party:}

{Fourth Party:}

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

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

6.4 The Parties undertake that they shall comply with all the requirements as stipulated in the tender document vide 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;

(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 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 fulfilment of its obligations under this Agreement.

8. Termination

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

9. Miscellaneous

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

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

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

SIGNED, SEALED AND DELIVERED
For and on behalf of
LEAD MEMBER by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
SECOND PART by

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
THIRD PART by:

SIGNED, SEALED AND DELIVERED
For and on behalf of
FOURTH PART by

(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

In the presence of:

1. 2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and SMP 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 - X

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 …….. 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 SMP) any additional information it may find necessary or require to supplement or authenticate the Tender

4. I/we acknowledge the right of SMP 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 SMP 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 SMP 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 SMP in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by SMP in this regard.

Thanking you,

Yours faithfully,

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

Name: ……...

Designation: ……

Date : ……..

Seal : ……

Annexure-XI

FORM OF TENDER

To
The General Manager (Marine),
Haldia Dock Complex,
Syama Prasad Mookerjee Port,
P.O.- Haldia,
Dist.- Purbe Medinipur,
Pin.- 721604

Dear Sir,

We, M/s.....having read and fully understood the specification conditions of Tender and General Conditions of Contract hereby Tender for " Outsourcing of Mooring Operations of Vessels at the 14 Nos. Berths inside Impounded Dock basin at Haldia Dock Complex for a period of 3 (Three) years " in accordance with and as set forth in Notice Inviting Tender, General Conditions of Contract etc. The offers 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(Marine) Rs..... vide DD/ Bankers Cheque/ BG No.....dated.....as Earnest Money, photostat copy of which is attached. Original Bank Guarantee No...../Bank Draft No..... from..... Bank is enclosed.
We also agree to abide by this Tender for a period of 180 days from the closing date of this Tender and in default of our so doing, the Earnest Money of Rs..... (Rupees .....only) deposited by us shall be liable to forfeiture at the option of the competent authority.

Should Syama Prasad Mookerjee Port, Haldia Dock Complex 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, Haldia Dock Complex may cancel our Tender and forfeit the Earnest Money deposited by us.

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

Yours faithfully,
Dated..... Signature.....
Full Address
(Seal)
Note: All bank spaces to be filled in by the Tenderer and be submitted along with tender.

Annexure-XII

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

Agreement for Mooring Operations of Vessels at the 14 Nos. Berths inside Impounded Dock basin at Haldia Dock Complex for a period of 3 (Three) years

This Agreement made on the .....day of .....2020 between the Board of Trustees of the Syama Prasad Mookerjee Port, Haldia, 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 hereinafter 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..... hereinafter called the "contractor" (which expression shall unless excluded by or repugnant to the context be deemed to include its assigns or successors in office) on the other part.

WHEREAS the Trustees are desirous to carry out the job of Mooring Operations of Vessels at the 14 Nos. Berths inside Impounded Dock basin at Haldia Dock Complex for a period of 3 (Three) years including the work specified in the Bid document in satisfactory manner and have accepted a Tender by the Contractor for the said work NOW THIS AGREEMENT WITHNESSETH AS FOLLOWS:-

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of the agreement,
viz:-

i) The Tender /offer and the acceptance of the tender/offer including terms and conditions finalised and accepted by both parties prior to opening of price Bid submitted by the contractor.
ii) The Trustees General Conditions of Contract, unless superseded by document identified in 2(i) above.
iii) The Price Bid as submitted by the contractor and as accepted by the Trustees.
iv) The work order.....dated.....
v) All correspondences and minutes of the meeting by which item 2(i) to 2(iv) is added, amended, varied or modified in any way by mutual consent.

3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Trustees to execute the work of Mooring Operations of Vessels at the 14 Nos. Berths inside Impounded Dock basin at Haldia Dock Complex for a period of 3 (Three) years as per Conditions & Scope of work identified in documents noted in para-2 above and to the order of the Trustees for a period of five year from the date of commencement of work.

4. The Trustees hereby covenants to pay the contractor in consideration of the satisfactory execution of the contract a sum of Rs..... (Rupees .....) only at the times and in the manner prescribed in the contract.

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

Contractor **GENERAL MANAGER (MARINE), HDC**

Witness
1.....
2.....

Annexure-XIII

BANK GUARANTEE FORMAT
(Earnest Money Deposit)

To
The Board of Trustees
For the Syama Prasad Mookerjee Port.

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, a Body Corporate, duly constituted under the Major Port Trust Act,1963 (Act 38 of 1963), having agreed to exempt M/s……....., a Proprietary / Partnership/Limited/Registered Company, having its Registered office at .....(hereinafter referred to as "The Contractor") from cash payment of Earnest Money Deposit in connection with Tender No..... for..... ....(write the name of the work as per tender) for the due fulfilment by the contractor of all the terms and conditions contained in the said tender, on submission of a Bank Guarantee for Rs..... (Rupees…….....), we..... .....Bank.....Branch, Kolkata..... ...../Haldia, do, on the advice of the bidder, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs..... (Rupees..... ……). We, ……..... Bank.....Branch, Kolkata ……..……./Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We, ... …… Bank..... Branch, Kolkata ……./Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the 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, Haldia Dock Complex" 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, Kolkata ……./Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We..... Bank.....Branch, Kolkata ……./Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the bidder.

2. We…… Bank.....Branch, Kolkata / Haldia, further agree that a mere demand by the Trustees at any time and in the manner aforesaid is sufficient for us..... Bank..... Branch, Kolkata / Haldia, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the bidder and no protest by the bidder, made either

directly or indirectly or through Court, can be valid ground for us.....Bank ....Branch, Kolkata / Haldia, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. We .....Bank.....Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for finalization of the tender and that it shall continue to be enforceable till all the terms and conditions of the said tender have been fully honoured /fulfilled by the bidder and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of .....days of.....20--- and subject also to the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 1 (one) calendar month from the expiry of the aforesaid validity period up to.....or any extension thereof made by us..... Bank ..... Branch, Kolkata / Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the bidder for such extension of validity of this Bank Guarantee.

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

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

SIGNATURE.....
NAME.....
DESIGNATION.....
(Only constituted attorney for and on behalf of)
BANK.....
BRANCH.....Kolkata/Haldia.
(OFFICIAL SEAL OF THE BANK)

Annexure-XIV

PROFORMA OF BANK GUARANTEE
(PERFORMANCE BOND)

(In lieu of Cash Security Deposit) to be issued by Haldia / Kolkata Branch, as the case may be of any Scheduled / Nationalised Bank of India on Non-judicial Stamp Paper worth Rs.100/- or more)

To
The Board of Trustees
For the Syama Prasad Mookerjee Port, Haldia

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, Haldia, a Body Corporate, duly constituted under the Major Port Trust Act,1963 (Act 38 of 1963), having agreed to exempt.....a Proprietory / 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 fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for (Rs.....), we.....Bank.....Branch....., do, on the advice of the contractor hereby undertake to indemnify and keep indemnified the 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 officials for honouring 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, Haldia Dock Complex" 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..... 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. 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 of .....days of.....20…… 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 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 us .....Bank .....Branch.

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.....
(Only constituted attorney for and on behalf of)
BANK.....
BRANCH..... (OFFICIAL SEAL OF THE BANK)

Annexure – XV

Details of Manpower deployment

Sl.No.	Designation of Staff	Minimum Nos. Required per Gang per shift	Proposed Nos. per Gang per shift
1.	Supervisor	1	
2.	Mooring Hands	6	
	Total Strength	7	

Annexure - XVI

GENERAL CONDITIONS OF CONTRACT

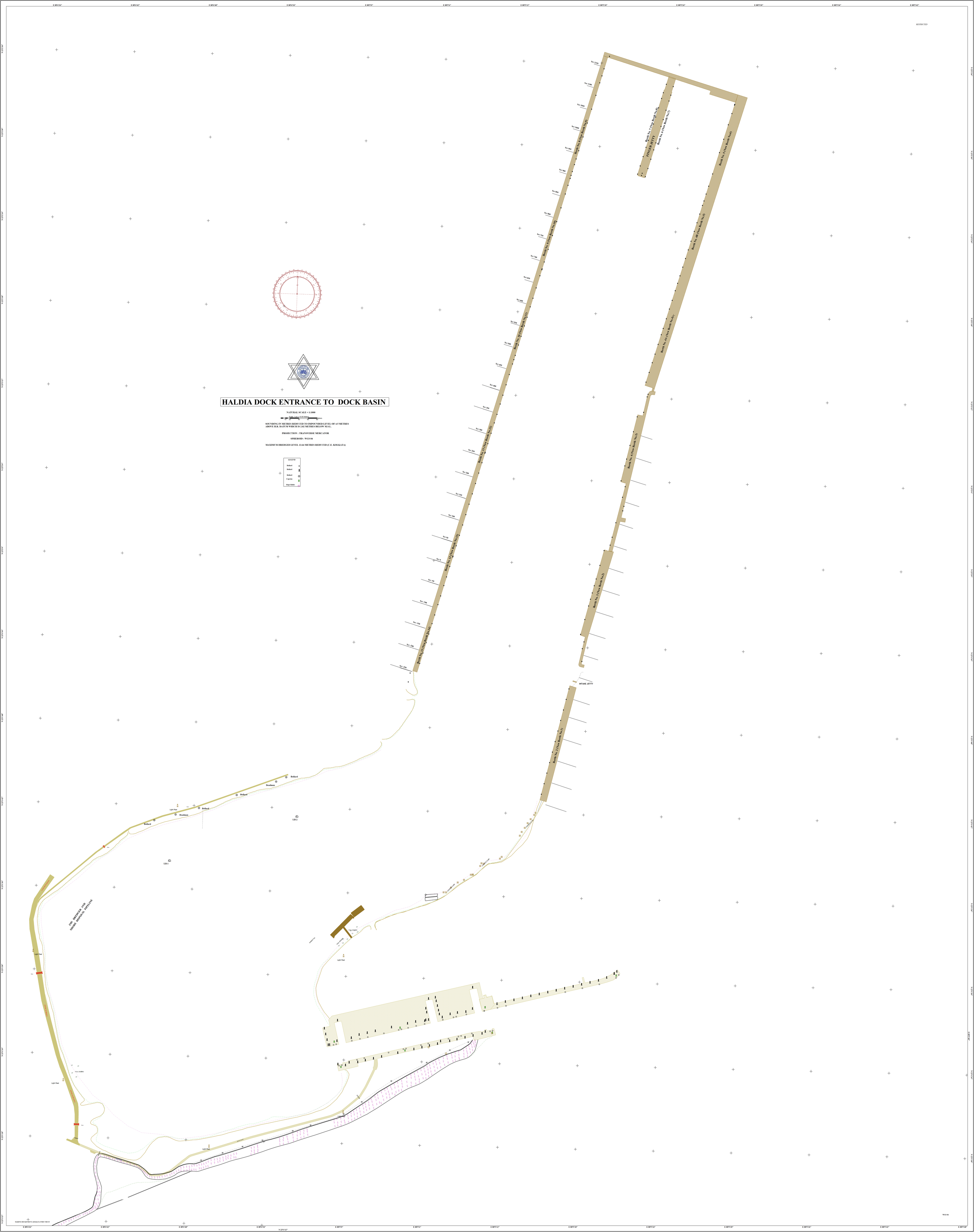
'General Conditions of Contract, Forms and Agreements' as sanctioned by the Board of Trustees of SMP, HDC for the Syama Prasad Mookerjee Port is hosted at www.smportkolkata.shipping.gov.in.
(https://smportkolkata.shipping.gov.in/showfile.php?layout=1&lang=1&lid=2531). **Only those Clauses, Forms or Formats, which are not covered elsewhere in this Tender Document, shall be applicable. Also, for the sake of interpretation of the contents of the Appendices, the terms contained in the main tender document (other than Appendices) including the 'General Conditions of Contract, Forms and Agreements' shall prevail.**

Annexure-XVII

GST Details

(The Bidder to submit duly filled signed and stamped)

Sl. No.	Description of Operation	Unit	CGST(%)	SGST(%)	IGST(%)
1.	Mooring of Vessels at Berths Inside Dock Basin (a)	Lump Sum			
2.	Unmooring of Vessels at Berths Inside Dock Basin (b)	Lump Sum			
3.	Shifting of Vessel inside the Dock basin including mooring and unmooring (c)	Lump Sum			


RESTRICTED
HALDIA DOCK ENTRANCE TO DOCK BASIN
NATURAL SCALE = 1:1000
SOUNDING IN METRES REDUCED TO IMPOUNDED LEVEL OF 4.5 METRES ABOVE H.R. DATUM WHICH IS 2.62 METRES BELOW M.S.L.
PROJECTION : TRANSVERSE MERCATOR
SPHEROID : WGS 84
MAXIMUM DREDGED LEVEL 13.64 METRES REDUCED (C.E. KOLKATA)
LEGEND
Bollard
Bollard
Bollard
Capstan
Rope Roller
Berth No. 1 (New Berth No.1)
Berth No. 2 (New Berth No.12)
Berth No. 3 (New Berth No.11)
Berth No. 4 (New Berth No.2)
Berth No. 4A (New Berth No.3)
Berth No. 4B (New Berth No.5)
Berth No. 5 (New Berth No.4)
Berth No. 6 (New Berth No.7)
Berth No. 7 (New Berth No.6)
FINGER JETTY
Berth No. 8 (New Berth No.9)
Berth No. 9 (New Berth No.10)
Berth No. 10 (New Berth No.11)
Berth No. 11 (New Berth No.12)
INTAKE JETTY
Bollard
Deadman
Light Mast
I.B-1
I.B-2
FOR DEBGER AND SLURRY DISPOSAL PIPELINE
Light Mast
Light Mast
Light Mast
Light Mast
Light Mast
WGS 84
MARINE DEPARTMENT, KOLKATA PORT TRUST