



Syama Prasad Mookerjee Port, Kolkata.
श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता

KOLKATA DOCK SYSTEM

DIRECTOR, MARINE DEPARTMENT

15, Strand Road, Kolkata – 700001/ 15, स्ट्रैंड रोड, कोलकाता – 700 001

Telephone no. 033-2230 3214 / 033-22303451, Extn- 375

FAX No. 033-2231-3271, Email: calport@kolkataporttrust.gov.in

Website: kolkataporttrust.gov.in

BID DOCUMENT

FOR

Hiring a Motorboat at KDS for berthing/mooring of vessels and cleaning of dock water at KPD/NSD

Tender No. MRN/HMP/2021

Estimated Cost – Rs. 75.00 Lakh

JUNE – 2021

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SCHEDULE OF TENDER (SOT)

Tender No.	MRN/HMP/2021
Tender Authority	Director, Marine Department, Syama Prasad Mookerjee Port, Kolkata 15, Strand Road, Kolkata-700001, Phone:033-2230-3451/ 033-7101-2016 - Extn:2016, Fax No: 033-2231-3271 E-mail: calport@kolkataporttrust.gov.in , dmd@kolkataporttrust.gov.in Website: www.kolkataporttrust.gov.in
Mode Of Tender	e-Procurement System Online (Part I - Techno-Commercial Bid and Part II - Price Bid), through RailTel Portal https://kopt.enivida.in The intending bidders are required to submit their offer electronically through RailTel Portal "https://kopt.enivida.in". No physical tender is acceptable by Kolkata Dock System.
Estimated value of Tender	Rs. 75.0 Lakh for a period of 3 (three) years.
Period of Contract	The contract will be for a period of 3 (three) years.
i) Earnest Money Deposit	In place of EMD, the bidder is required to submit a "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for three years.
ii) Tender Document fees	Rs. 1,770/- (Rupees One Thousand Seven Hundred Seventy only) including GST @ 18% (non-refundable).
	"Tender Document fees" containing Banker's cheque or Pay Order or Demand Draft from any of the Nationalized/ Scheduled Banks in India having branch in Kolkata drawn in favour of "Syama Prasad Mookerjee Port, Kolkata" and payable at Kolkata or "Treasury Receipt" of the deposit issued by the Treasurer, Syama Prasad Mookerjee Port, Kolkata, as the case may be. Scanned document to be e-filled and the original shall be submitted within 3 days from the closing of online submission of tender.

Date of NIT available to parties to download	06-07-2021 at 1600 hrs.
Off-line Pre-Bid Meeting date , time & place	14-07-2021 at 1400 hrs., in the room of Dy. Director, Marine Department.
Date of Starting of e-Tender for submission of online (Techno-Commercial Bid and Price Bid) at "https://kopt.enivida.in"	17-07-2021 at 1000 hrs.
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	03-08-2021 at 1400 hrs.
Date and time of opening of Part-I (i.e. Techno-commercial Bid):	03-08-2021 at 1500 hrs.
Date and time of opening of Price Bid (Part-II):	Bidders to be informed separately.

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

ANNEXURE – A**Important Instructions for e-Tender**

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

1. Process of E-tender:

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

Contact Persons (SMPK):

Shri D. J. Mukherjee, Dy. DMD-II

Phone: 9432244737

E-mail: djmukherjee@kolkataporttrust.gov.in

Shri Samant Kumar, Assistant Engineer Superintendent

Phone: 8017288022

Email: samant.k@kolkataporttrust.gov.in

Contact persons (Enivida Portal):

Phone No.7278929467/8448288981

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

1. System Requirement:

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

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

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

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

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

6. No deviation to the technical and commercial terms & conditions are allowed.

7. 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.

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

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

10. Bidding in e-tender: Page 6 of 41

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

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

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

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

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

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

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

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

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

12. 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.

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

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

TENDER NOTICE

e-Tender for Hiring a Motorboat at KDS for Berthing/Mooring of Vessels and cleaning of Dock water at KPD/NSD.

TENDER No. MRN/HMP/2021

<p>ESTIMATED VALUE OF THE TENDER FOR THREE YEARS = Rs.75.0 LAKH. P.Q. CRITERIA HAS BEEN DRAWN ON ONE YEAR'S ESTIMATED VALUE OF Rs.25.0 LAKH. PERIOD OF CONTRACT 3 YEARS.</p>

Syama Prasad Mookerjee Port, Kolkata intends to hire one no. Motorboat for its Kolkata Dock System (KPD & NSD) with experienced manning and to carry out all such duties that a motorboat boat is capable of performing including efficient mooring, all supporting activities related to shipping, transportation of men and material etc. within the jurisdiction of Syama Prasad Mookerjee Port, Kolkata for a period of three years including periodical cleaning of Dock Water of KDS (using two country boats one for KPD and one for NSD).

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

1.0 Pre-qualification criteria

1.1 The firm must have experience in supplying successfully one I.V. or M.S. class motorboat with manning. Performance Certificate and Work order/Agreement obtained from the previous clients to be produced to establish the credibility.

1.2 The firm must have experience of having successfully completed “similar works” during the last 7 years up to May 2021 which should be in the following manner: -

a) 3 (three) similar completed works each costing not less than 40% of the estimated value i.e Rs. 10.00 Lakh.

Or

b) 2 (two) similar completed works each costing not less than 50% of the estimated value i.e Rs. 12.5 Lakh.

Or

c) 1 (one) similar completed work costing not less than 80% of the estimated value i.e Rs.20 Lakh.

[“Similar work” means successfully supplying one I.V. or M.S. class Motorboat which is owned/ hired, manned, and maintained by the said firm throughout the contract period.]

However, successful execution of part work for a period of minimum one year in a

long term contract, will also be accepted provided value of such work meeting the PQ amount prescribed at Para 1.2 above.

1.3 The average annual financial turnover of the firm during the last 3 years ending March 2020 should be at least 30% of one year's estimated value i.e. Rs.7.5 Lakh and same to be duly certified by Chartered Accountant mentioning UDIN (Unique Document Identification Number).

1.4 Claims for fulfilling the above criteria must be adequately supported by the relevant Agreement/Work order and Performance Certificate from the contract/work ordering entity, Audited Balance Sheet and Profit & Loss A/c of the bidding entity along with schedules and audit report, for last 3 years (2017-18, 2018-19 & 2019-20).

Bid Document may be downloaded from:

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

or

b) SMP, Kolkata's website: www.kolkataporttrust.gov.in

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

2. MODE OF SUBMISSION OF BID

2.1 The Tenders are to be submitted through e-tendering in two parts i.e. 'Part-I' & 'Part-II'. 'Part-I' should constitute the Technical Bid with Terms & Conditions of offer and 'Part-II' should constitute only the Price Bid without any deviation and condition. Two parts i.e. Part-I and Part-II are to be submitted through e-Nivida Portal (RailTel Portal): <https://kopt.enivida.in/>.

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

- a) Brief particulars of the Firm.
- b) Valid Trade License.
- c) GST Registration Certificate.
- d) Valid Professional Tax Clearance Certificate/up-to-date tax payment challan.
- e) Authentic Performance Certificate of similar completed previous works carried out mentioning total value of work and period of completed works.
- f) Proof of being registered with Employees' State Insurance Corporation (ESIC)/ ESI Registration Certificate

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

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

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

- h) In place of EMD, the bidder is required to submit a **"Bid Security Declaration"** accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for **three years**.

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

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

k) An undertaking that the motorboat is free from all encumbrances and lien.

l) The technical details of the offered motorboat as per enclosed format as per Cl.no 09 including copy of (i) Certificate of registry, (ii) All statutory certificate.

m) Copy of Treasury Receipt of Rs. 1770/- (non-refundable) including GST @ 18%, issued by SMPK or original Bank Draft/Banker's Cheque/Pay order in favour of "Syama Prasad Mookerjee Port, Kolkata" for Rs.1770/- (including GST) as cost of Tender Document to be submitted physically within three days from the closing of online submission of tender. A photocopy of the same also to be uploaded in their offer.

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

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

p) Micro and Small Enterprises (MSE's) shall submit the following documents for availing themselves of waiver of 'cost of tender document':-

i) Valid NSIC Registration Certificate with list of stores/items/services/works for which registration is issued.

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

q) UNDERTAKING:

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

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

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

r) Filled up "Form of Tender" as per enclosed proforma (Annexure-I).

2.3 The contractor shall submit the documents as per the Check List above (i.e.as mentioned in clause no.-1.0 & 2.2) at the time of submission of the bid

online. The bids will be summarily rejected without any reference to the bidder if the documents mentioned against clause no. 1.4, and 2.2 Sl. No. c, h, l, & p are not submitted with the bid.

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

4.0 INSTRUCTION TO BIDDERS

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

4.2 SMPK will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.

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

4.4 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 at the following address:-

The Director Marine Department

Syama Prasad Mookerjee Port, Kolkata,
15, Strand Road,
Kolkata-700 001.

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

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

assigning any reason whatsoever.

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

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

4.9 Trustees reserve the right to verify the submitted copies of documents /credentials with the original documents.

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

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

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

4.13 Price Bids, containing any sort of qualifying expressions will be rejected.

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

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

4.16 Director, Marine Department or his representative may convene meeting with the bidder with seven days prior notice which the bidders will have to attend,

failing which decisions of the Director, Marine Department taken unilaterally will be final and binding on the bidder

4.17 The **General conditions of contract** of SMPK shall be applicable wherever relevant.

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

4.19 Syama Prasad Mookerjee Port, Kolkata may ask further documents related to experience of similar works if they are not satisfied with the submitted documents. If the work order(s) and Performance Certificate (s) submitted by the bidder are found to be improper, the tender offer will be liable for cancellation.

4.20 Bidders shall sign their proposal and all attached documents with the exact name of the firm to whom the bid document has been issued. The bid shall be duly signed and sealed by an authorised executive officer of the bidder's organisation..

4.21 Bidders should indicate at the time of quoting against this bid their full postal and Telephone/Telex/E-mail address.

5. **EARNEST MONEY DEPOSIT (EMD):**

5.1 In place of EMD, the bidder is required to submit a **“Bid Security Declaration”** accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for **three years**.

5.2 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, they will be suspended for three years.

6.0 **SECURITY DEPOSIT:**

6.1 Successful tenderer will submit Security Deposit for a sum equivalent to **3%** of the **“Total Evaluated Price”** as mentioned in the Price Bid Format as accepted by SMPK either in Demand Draft or in the form of Bank Guarantee as per enclosed format in favour of “Syama Prasad Mookerjee Port, Kolkata” from a Nationalised /Scheduled Indian Bank with office at Kolkata through Marine Department (Supdt. New Construction). In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata branch of such bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court. The Security Deposit shall remain valid for 6(six) months after successful

completion of the contract for three years. The Security Deposit will be released within 30 days after successful completion of the contract period without interest.

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

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

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

6.5 After the issuance of Letter of Intent, Security Deposit will have to be submitted within 15 (Fifteen) working days. Work Order will be issued immediately after receipt of Security Deposit. The contractor shall commence the work as per **clause no. 7.7** under head '**Mobilisation Time**' of the NIT.

7.0 PRICING OF THE BID

7.1 General

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

7.2 Currency of Quotations

The bidder shall indicate the prices in Indian Rupees only.

7.3 Validity of Price Bid

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

7.4 Duties and Taxes

- (1) The rate quoted shall be including all statutory levies excluding GST, which will be paid extra. GST shall not be considered for evaluation of the bids.
- (2) **General Terms & Conditions:**

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

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

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

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

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

7.5 Fuel and Lubricants

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

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

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

7.5.2 Escalation/De-escalation

Escalation and de-escalation on the hourly running charge as quoted by the tenderer at clause no. 32.2 will be applicable at the same percentage variation of the price of HSD as compared to the base price of HSD which is Rs 87.16 per litre as on 25.05.2021 at Kolkata.

7.6 DELIVERY/ REDELIVERY of the motorboat will be at Kolkata.

7.7 Mobilisation Time

On placement of work order, the Motorboat and Country boats are to be made available at Kolkata and will commence the operation within 15 days. Delay in mobilizing the Motorboat & country boats will attract penalty @10% of the fixed Daily Hire Charges for each day of delay. No separate mobilization or de-mobilisation charges will be paid. The contractor shall include such costs, if any, in the daily hire charge quoted by him.

In case the contractor fails to mobilize the Motorboat & country boats and commence operation at Kolkata within 30 days on expiry of scheduled mobilization period of 15 days, SMPK will be at liberty to terminate the contract and forfeit the Security Deposit.

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

8.0 Interpretation of Terms

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

'THE TRUSTEES" - The expression "THE TRUSTEES' means the Board of Trustees of the Port of Kolkata.

The 'OWNER" shall mean the Board of Trustees for the Port of Kolkata, a statutory body constituted under the Major Port Trust Act, 1963.

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

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

"THE ENGINEER" - The expression "The Engineer "means the Director, Marine

Department, for the purpose of this contract only.

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

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

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

‘DEFICIT PERIOD’ shall mean the following:

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

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

9. INFORMATION REQUIRED:

A Technical description of the motorboat to be submitted as per the format below and to be enclosed in Part-I (Technical and Commercial aspects) of the offer. The contractor will have to submit copies of all **statutory certificates**.

DETAILS OF THE MOTORBOAT BEING OFFERED

Sl.No.	PARTICULARS	ITEM
	NAME OF THE MOTORBOAT	
1.	OWNER	
2.	YEAR OF BUILT	
3.	OFFICIAL NO.	
4.	REGISTERING AUTHORITY	
5.	LENGTH (should not be more than 8.0 m)	

6.	BEAM	
7	DEPTH	
8.	DRAFT	
9.	MAIN ENGINE (No. Make, BHP each), power should not be less than 35 BHP.	
10.	SPEED (in Knots), should not be less than 5 knots	
11.	FULL CONSUMPTION/HOUR of full power operation	
12.	CREW (including Master)	(Please give details separately & annex.

THE MOTORBOAT MUST FULFILL THE FOLLOWING CRITERION:

1. The Motorboat must have valid statutory certificate.
2. The length overall of the motorboat should not be more than 8.0 m.
3. The power of the engine should not be less than 35 BHP.
4. The speed of the Motorboat should not be less than 5 knots.
5. The contractor must keep the certificate of the Motorboat valid and updated during the contractual period.
6. The motorboat must have mooring facility at Fwd. and Aft of the vessel.

10.0 MANNING:

- 10.1 Manning of the Motorboat has to be provided as per I.V. Act.
- 10.2 The contractor should maintain adequate number of Crew in their pay roll so that leave and exigencies can be accommodated by the Contractor.
- 10.3 The crew must have valid certificate of competency as applicable. The contractor will be required to submit the attested copies of such certificate to SMPK.
- 10.4 The crew members shall be in uniform while on duty. Food and other facilities as per labour and marine law for crew shall be arranged by the contractor.
- 10.5 A Liaison Officer should be deployed by the Contractor for interacting/communicating between SMPK, the vessel and other concerned officers at Kolkata. Such liaison officer shall have Mobile Phone in Kolkata with residential telephone facility. He should be a person having experience in the field of marine operation.

11. SCOPE OF WORK

- 11.1 General: The Motorboat shall be generally used for assisting berthing of vessels and for conducting hydrographic surveys, transportation of men and material in Kolkata Dock System and in river and any other work that she is

capable of and as assigned by the port including efficient mooring, all supporting activities relating to shipping. The Motorboat shall be required to be manned, maintained and made available for operation on a 24 hrs. basis and shall be required to report for operation at 15 minute's notice. However, SMPK reserves the right to use the motorboat anywhere, any time, within the plying limits of the port as per requirement.

11.2 The contractor will have to supply one motorboat with experienced manning for handling mooring ropes of vessels for berthing/unberthing.

11.3 The supplied Motorboat will also be used for other various lawful services and for all supporting activity relating to Shipping in KDS, viz.

- a) Operate as an efficient mooring boat for transfer of ship's lines from ship to shore in very close quarters and restricted space within dock premises. The vessel must have mooring bollard at forward and aft (bollard).
- b) Should be able to assist in the berthing of all types of ships including CPP and/or bow/stern thrusters ships.
- c) Transfer of Dock ropes across the KPD basin.
- d) Transportation of personnel.
- e) Should be available round- the- clock and operate in all weather conditions reasonably to be expected within the jurisdiction of its operation.
- f) **The contractor will have to supply two country boats with adequate manning for periodical cleaning of water surface of KPD & NSD to keep the water surface free of floating garbage, water hyacinths etc. The job will be required to be carried out as per instruction and to the satisfaction of Dock Master, SMPK. Contractor shall also make necessary arrangement for removal/cleaning & collection of oil on the water surface in the event of accidental oil spillage.**

11.4 The Motorboat will be required to maintain communication by walkie talkie or mobile phone.

11.5 The Motorboat shall be under the operational command of Director, Marine Department or his authorised representatives.

11.6 The Motorboat shall be made ready by the master for operations within fifteen minutes of receiving appropriate order from the authorised officer.

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

11.8 The contractor at their cost will print sufficient number of log book and log abstract as per SMPK's approved format and these are to be kept on board.

11.9 The contractor shall undertake strict measures for 'Energy Conservancy' at all times.

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

11.10.1. Contractors' men are contractors' liabilities.

12. SMPK's Responsibilities: -

SMPK will provide shore power supply, fresh water, and berthing facility to the motorboat free of cost during their service period. SMPK would also facilitate obtaining gate passes for the contractor's personnel (Ship's crew & Liaison officer) for entry into Docks. The cost of passes will be borne by the contractor.

In case SMPK decides to supply fuel oil (HSD), the contractor has to collect and store the same with their own means and maintain proper account for the same. In that case hourly running charges will not be payable by SMPK.

13. Log Book The contractor has to maintain a daily log book for the motorboat. All particulars regarding movement of the motorboat, daily running hours, fuel oil consumed/bunkered etc. to be logged daily and to be signed by the In-Charge/Master of the motorboat and the same will be checked and countersigned by SMPK representative. A monthly log abstract to be prepared mentioning all the above stated important parameters duly signed by the In-Charge/Master and same to be submitted with the monthly bill without which no payment will be released. The daily log book to be retained on board/ office and same to be produced on demand.

14. GUARANTEED AVAILABILITY: The Contractor will have to stand guarantee for the vessel's availability for at least 350 days in a year, in fully operational condition. In case the availability of the vessel falls below the said minimum guaranteed level no daily hire charge shall be paid for the DEFICIT PERIOD and in addition to the same, penalty as per Clause No. 18 will be applicable. Lay off period of maximum 15 days (which is excluding vessel's availability of 350 days) will be allowed in a year subject to obtaining prior approval from the Engineer of the contract. No daily hire charge will be payable to the contractor during such lay off period.

14.1 In case the offered motorboat is not available for operation, then a substitute motorboat with similar/better specification (including age of the launch) shall be provided as a replacement by the Contractor at no extra charge within 15 days from the time and date the offered motorboat is inoperative / broken down, failing which penalty as per Clause No. 18 shall apply

15. Operation Mode & Charges:

The motorboat shall be ready for operation for 24 hours.

16. On Standby Mode

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

17. Accrual of Charges

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

A. Daily Hire Charge:

These charges shall be paid for everyday the launch is on standby mode described in clause no. 16. However, during the lay off period of the launch either for repair or for any other reason attributable to the contractor, no charge will be payable.

B. Hourly Running Charges

The charge shall be payable only for the period the launch is actually in operation for port's requirement at the directive of the Engineer of the contract. The contractor will not claim this charge for trial of machineries. Also in the event SMPK supplies fuel, this rate will not be payable by SMPK.

C. Charges for cleaning of Dock Water of KPD and NSD per month.

This charge shall be payable for the periodical cleaning of Dock Waters Surface free of floating garbage, water hyacinths and accidental oil spillage at KPD & NSD per month.

18. Deduction and Penalties:

SMPK will not pay any of the scheduled rates for the days the operation of the motorboat is suspended for the reasons attributed to the contractor. Further a sum equivalent to the 'Daily Hire Charge' under Bill of Quantities will be imposed as penalty for each day or part thereof during the 'DEFICIT PERIOD'. However, Engineer of the contract may waive of the penalty if he is satisfied that the reasons of the default were beyond the control of the Contractor. Proportionate deductions will also be made from the contractor's monthly bill in the event of non availability/absence of motorboat crew and / or other concerned personnel.

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

19.0 Duration of the contract.

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

20.0 Evaluation and comparison of bids

- 20.1 Syama Prasad Mookerjee Port, Kolkata 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. Syama Prasad Mookerjee Port, Kolkata's decision in this regard shall be final and binding on the bidder. Syama Prasad Mookerjee Port, Kolkata may not open the price part of the offer (Part-II) of the bidders whose technical and commercial aspect of the proposal is not acceptable or incomplete.
- 20.2 The Bids received and accepted will be evaluated by method indicated in the Format of Price Bid.
- 20.3 Syama Prasad Mookerjee Port, Kolkata reserves the right to inspect the motorboat to ascertain its capabilities prior to accepting the same.
- 20.4 No escalation on the quoted price is admissible during the period of the contract.
- 20.5 Syama Prasad Mookerjee Port, Kolkata reserves the right to refuse the motorboat on her arrival at Kolkata if the same is found to be not fulfilling the requirements as laid down in the tender.

21.0 Bid Opening

21.1 Part-I : Technical and Commercial Aspects

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

21.2 Part-II (Price part of the offer)

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

22. Signing of the contract.

On issuance of work order to the successful bidder, the bidder shall arrange the motorboat, country boats and all other equipment at Kolkata within 15 days for the operation. The successful bidder will have to make arrangements for signing a formal agreement with Syama Prasad Mookerjee Port, Kolkata on a non-judicial Stamp paper of Rs. 50/- as per enclosed format within the shortest period after issuance of work order.

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

24. **Insurance :** The motorboat must be insured with any reputed Indian Insurance company in the following manner:-

- a. The hull, machinery and 3rd party liability.
- b. Total loss of the motorboat.
- c. Insurance Coverage of Wreck removal in case the motorboat is wrecked. However, in absence of insurance coverage for wreck removal the contractor will be required to submit an undertaking that they will remove the wreck at their own cost and risk in case the motor board is wrecked.

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

25.0 Payment:

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

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

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

26. Termination of Contract

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

- a) The contractor has abandoned the contract.

b) In the opinion of the engineer, either the progress performance of work is not satisfactory or the work is not likely to be completed within the agreed period and terms and conditions on account of contractor's lapses.

c) The contractor has failed to commence the work or has without any lawful excuse

under this condition has kept the work suspended for at least fifteen days despite receiving the Engineers or his representative written notice to proceed with the work.

d) The contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract or repeatedly failing in tests and trials.

e) Any bribe commission, gift or advantage is given promised or offered by or on behalf of the contractor to any officer, servant or representatives of the Trustees" or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.

f) The contractor is adjudged insolvent or enters into composition with his creditors or been a company goes into liquidation either compulsorily or voluntarily.

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

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

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

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

27. FORCE MAJEURE

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

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

28. Law of the Land

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

29. Compliance of relevant Acts, Ordinances etc.

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

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

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

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

30.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION

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

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

30.3 If there is no settlement as mentioned at Clauses - 30.1 & 30.2, the dispute or differences or claims as the case may be, shall be referred to the Conciliation

Committees/Councils comprising of independent subject expert in order to ensure speedy disposal of the case.

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

30.4 If there is still no settlement as mentioned at Clauses - 36.1, 36.2 & 36.3, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 including all amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrator and inform the other party within 60 days. If the other party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996, including any amendment thereof.

30.5 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.

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

30.7 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.

30.8 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.

30.9 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.

30.10 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.

30.11 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.

31. POLICE VERIFICATION CERTIFICATE

The successful contractor must submit local Police Verification certificate for all its employees engaged in the operation in due course.

32. FORMAT OF PRICE BID

32.1 DAILY HIRE CHARGE (MOTORBOAT): Rs..... per day = (A)
(Price not to be quoted here)

32.2 HOURLY RUNNING CHARGE (MOTORBOAT): Rs.....per hour = (B)
(Price not to be quoted here)

(Hourly running charges shall include only the cost of fuel oil for running the machineries based on the rate of Diesel at Kolkata which is Rs.87.16 per litre as on 25.05.2021)

32.3 Charges for cleaning floating garbage, water hyacinths and accidental oil Spillage (with 02 country boats), from dock water surface at KPD & NSD per month : Rs.....per month = (C)
(Price not to be quoted here)

32.4 Assumed Motorboat running hours per day = 2.27 hour.

32.5 TOTAL EVALUATED PRICE FOR THREE YEAR
= $3 \times \{(365 \times A) + (365 \times 2.27 \times B) + (C \times 12)\}$
= Rs..... (Rupees.....only)
(Price not to be quoted here)

Note: -

1. Daily Hire Charge, Hourly Running Charge and Charges for 'cleaning floating garbage, water hyacinths and accidental oil spillage from dock water surface at KPD & NSD' shall be quoted excluding GST, which would be paid extra at actual on submission of GST Invoice and proper uploading of the same in the GST in website.

2. GST will not be considered for the purpose of evaluation.

33. List of enclosed formats

Format of Price Bid
Form of Tender
Format of Agreement
Performance Bond/Bank Guarantee/Security Deposit.
Format of affidavit for ESI exemption.
Format of affidavit for Provident Fund exemption
Indemnity Bond.

FORM OF TENDER

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

Dear Sir,

We, M/s.....having read and fully understood the specification conditions of tender and general conditions of contract hereby tender to supply 1 No. motorboat with manning to the Trustees for the Port of Kolkata in accordance with and as set forth in Notice Inviting Tender, General Conditions of Contract etc.

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

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

We have annexed Original Bankers' Cheque/Pay Order/Bank Draft No.....dt.....from.....Bank of Rs. /- (Rupees only) as Earnest Money.

We also agree to abide by this Tender for a period of 180 days from opening of Techno Commercial Bid (Part -I) and in default of our so doing, the Earnest Money of Rs.59,580 /- deposited by us shall be liable to forfeiture at the option of the competent authority.

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

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

This agreement made on theday of2021 between the Board of Trustees of the Port of Kolkata, a Body Corporate constituted by the Major Port Trust Act 1963 (No.38 of 1963), having its Head Office at 15, Strand Road, Kolkata – 700001, herein after called “Trustees” (which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part and M/shaving its registered office athereafter called the “Contractor” (which expression shall unless excluded by or repugnant to the context, be deemed to include its assignees or successors in office) on the other part.

WHEREAS THE Trustees are desirous of hiring one Motorboat including the works specified in the Bid Document should be carried out by the above Motorboat in satisfactory manner and have accepted a tender by the contractor for the said work.

NOW THIS AGREEMENT WITNESSTH 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 the terms and conditions finalised as per 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 documents identified in 2(i) above.
 - iii) The price bid as submitted by the contractor and as accepted by the Trustees.
 - iv) The work orderdated.....
 - v) All correspondence 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 payment to be made by the Trustees to the contractor as hereinafter mentioned, the contractor hereby covenants with the Trustees to execute the work of supplying one motorboat with experienced crew 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 three years from the date of commencement of operation of Motor Boat at **SMPK** in conformity in all respects with the provisions of the contract.
4. The Trustees hereby covenants to pay the contractor in consideration of the satisfactory execution of the contract as per contract price schedule at the times and in the manner prescribed in the contract.

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

The common seal of the Trustees for the
Port of Kolkata was hereunto affixed in the
Presence of Authorised Signature of

DIRECTOR MARINE DEPARTMENT

Authorised Signature of the Contractor

Common Seal of the Contractor.

Witness

1.
2. -----

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

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

To
The Board of Trustees for the Port of Kolkata

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

In consideration of the Board of Trustees of the Port of Kolkata, a body corporate duly constituted under the Major Port Act, 1963 (Act 38 of 1963), having agreed to exempt.....a proprietary/Partnership/Limited/Registered Company, having its Registered Office at(hereinafter referred to as “The Contractor”) from cash payment of Security Deposit/payment of Security Deposit through deduction from the Contractors’ bills under the terms and conditions of a contract made between the Trustees and the Contractor for(write the name of the work as per Work Order) in terms of the Work Order No.....dt.....(hereinafter referred to as “the said contract”) , for the due fulfilment by the Contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs.....(Rupees.....), we

.....
Bank.....Branch, do on the advise of the Contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs.....(Rupees.....), we

.....
Bank.....Branch, further agree that if a written demand is made by the Trustees through any of its official for 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, Kolkata” without any demur. Even if there be any dispute between the Contractor and the Trustees, this would be no ground for us.....(Name of Bank).....Branch, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that, we,Bank.....Branch, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We,

.....Bank.....Branch,
further agree that mere demand by the Trustees at any time and in the manner aforesaid,

is sufficient for us
Bank.....Branch, to pay
 the amount covered by this Bank Guarantee in full and in the manner aforesaid and
 within the time aforesaid without reference to the contractor and no protest by the
 Contractor, made
 either directly or indirectly or through Court, can be valid ground for
 us.....Bank.....Branch, to decline or fail or neglect to
 make payment to the Trustees in the manner and within the time aforesaid.

3. We,.....Bank.....Branch,
 further agree that the Bank Guarantee herein contained shall remain in full force and
 effect, during the period that is taken for the enforceable till all the dues of the Trustees
 under and/or by virtue of the terms and conditions of the said contract have been fully
 paid and its claim satisfied and/or discharged in full and/or till the Trustees satisfy that the
 terms and conditions of the said contract have been fully and properly observed/fulfilled
 by the contractor and accordingly, the Trustees have discharged the Bank Guarantee,
 subject however, that this guarantee shall remain valid upto and inclusive
 off.....days of..... and subject also to the provision that
 the Trustees shall have no right to demand payment against this guarantee after the expiry
 of 6(six) calendar months from the expiry of the aforesaid validity period
 upto.....or any extension thereof made by
 us.....Bank.....Branch, in further extending the
 said validity period of these Bank Guarantee on non-judicial Stamp Paper of appropriate
 value as required/determined by the Trustees, only on a written request by the Trustees to
 the Contractor for such extension of validity of this Bank Guarantee.
4. We,Bank.....Branch, further agree that , without our consent and
 without affecting in any manner our obligation hereunder, the Trustees shall have the
 fullest liberty to vary from time to time any of the terms and conditions of the said
 contract to extend the time for full performance of the said contract including fulfilling all
 obligations under the said contractor to extend the time for full performance of the said
 contract including fulfilling all obligations under the said contract by the contractor or to
 postpone for any time or from time to time any of the powers exercisable by the Trustees
 against the contractor and to forebear or enforce any of the terms and conditions relating
 to the said contract and we,.....Bank.....Branch, shall not be relieved
 from our liability by reason of any such variation or extension being granted to the
 contractor or for any forbearance, act or commission on the part of the Trustees or any
 indulgence by the Trustees to the Contractor or by any such matter or thing of whatsoever
 nature, which under the law relating to sureties would, but for this provision, have effect
 or so relieving usBank.....Branch.
5. We,.....Bank.....Branch lastly undertake
 not to revoke this Bank Guarantee during it's currency except with the previous consent
 of the Trustees in writing.

SIGNATURE.....

NAME.....

DESIGNATION.....

(only constituted attorney for and on behalf of)

BANK.....

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

Annexure – IV

FORMAT OF AFFIDAVIT FOR ESI EXEMPTION

(On the Rupees Ten Non judicial stamp paper)

BEFORE THE 1ST. CLASS MAJISTRATE AT
AFFIDAVIT

I..... son ofaged about year, by faith,by occupation Residing at, do hereby solemnly affirm and declare as follows:-

THAT I am the proprietor /Partner of having office at
..... And carrying on business on the said name and style.

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

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

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

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

Identified by me.

DEPONENT

Annexure – V

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

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

AFFIDAVIT

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

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

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

2. THAT my aforesaid Firm is exempted from Provident Fund Act and the said Firm has no valid Provident Fund Registration. In support of this statement copy of **exemption certificate** issued by provident fund authority is attached herewith.
3. THAT the present affidavit is to be filed before the Syama Prasad Mookerjee Port, Kolkata as per the clause no..... of the Tender vide Tender No.
.....issued by the Syama Prasad Mookerjee Port, Kolkata in respect of the work (the work is to be mentioned).

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

Identified by:.....

Deponent

INDEMNITY BOND

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

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

WHEREAS , the said Syama Prasad Mookerjee Port, Kolkata had asked
 the every tenderer, who is not covered under E.S.I. Act or exempted to
 furnish an Indemnity bond in favour of Marine Department , Syama
 Prasad Mookerjee Port, Kolkata against all damages and accidents to
 the labourer tenderer/contractor.

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

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

IN WITNESSETH WHEREOF I,, the
 Partner/Proprietor/Director hereto set and seal this theday of
 in the yearat

Sureties:

Signature of the Indemnifier

a) Name :

Signature :

Address :

b) Name :

Signature :

Address :

c) Witnesses

Name :

Signature :

Address :