

HALDIA DOCK COMPLEX
SYAMA PRASAD MOOKERJEE PORT, KOLKATA



TENDER FOR
SUPPLY & DELIVERY OF PACKAGED DRINKING WATER
TO THE DIFFERENT OFFICES OF
HALDIA DOCK COMPLEX, SYAMA PRASAD
MOOKERJEE PORT
AT HALDIA

TENDER No.
AD/PDW/2021/1

ADMINISTRATION DIVISION

TABLE OF CONTENT

SL. No.	Clause	Contents	Page No.
1		KOPT ENIVIDA SPECIAL INSTRUCTION TO BIDDERS	1
2		NOTICE INVITING TENDER (NIT)	3
3		SCHEDULE OF TENDER (SOT)	3
4		IMPORTANT INSTRUCTIONS FOR ONLINE BID SUBMISSION	5
5	1	BACKGROUND	7
6	2	SCOPE OF WORK	7
7	3	ELIGIBILITY CRITERIA	8
8	4	INSTRUCTIONS TO BIDDERS (IB)	9
9	4.1	PREPARATION AND SUBMISSION OF TENDER	9
10	4.3	SITE INSPECTION	10
11	4.4	TENDER/BID DOCUMENT COST / FEE	10
12	4.5	EARNEST MONEY	10
13	4.6	PRICE BID	11
14	4.7	DUE DATE AND TIME FOR SUBMISSION AND OPENING OF OFFER	11
15	4.8	SUBSTITUTION, WITHDRAWAL OF TENDER	11
16	4.9	AMENDMENT OF TENDER DOCUMENT	12
17	4.10	VALIDITY OF OFFER	12
18	4.11	ACCEPTANCE OF ORDER LETTER	12
19	5	EVALUATION CRITERIA	13
20	6	GENERAL CONDITIONS OF CONTRACT	14
21	7	SPECIAL CONDITIONS OF THE CONTRACT	15
22	8	SECURITY DEPOSIT	21
23	9	LIQUIDATED DAMAGES CLAUSE	21
24	10	FORCE MAJEURE	21
25	11	EVENT OF DEFAULT	22
26	12	TERMINATION OF CONTRACT	23
27	13	DISPUTE RESOLUTION	24
28	15	PRE-BID CONFERENCE	24
29		Appendix-I	25
30		Appendix-II	27
31		Appendix-III	28
32		Appendix-IV	29
33		Appendix-V	30
34		Appendix-VI	33
35		Appendix-VII	35
36		Appendix-VIII	37
37		Appendix-IX	38
38		Appendix-X	39
39		Appendix-XI	40
40		Appendix-XII	41

KOPT eNivida Special Instruction to Bidders

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

Bidder Enrolment can be done using "Online Bidder Enrolment". The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid. More information useful for submitting online bids on the eNivida Portal may be obtained at: <https://kopt.enivida.in>

Guidelines for registration:

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

Searching for tender documents

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

Preparation of bids

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.

4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Documents” available to them to upload such documents.

5. These documents may be directly submitted from the “My Documents” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click “New” to upload new documents.

Submission of bids

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by KOPT.

3. Bidder has to select the payment option as “e-payment” to pay the tender fee as applicable and enter details of the instrument.

4. In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.

5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

6. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission

7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8. Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.

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

For any clarification in using enivida portal:

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact eNivida Helpdesk (as given below) for any query related to e-tendering. Phone No. 011-49606060/7278929467/8448288981 Mail id: -

enividahelpdesk@gmail.com / ewizardkumar@gmail.com

**SYAMA PRASAD MOOKERJEE PORT, KOLKATA
HALDIA DOCK COMPLEX**

Administration Division, Jawahar Tower Complex,
P.O.: **Haldia Township, Dist.: East Midnapore,**
PIN : **721607, West Bengal**
FAX : **03224-263152**

NOTICE INVITING TENDER (NIT)

Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port, Kolkata (SMPK) invites E-Tender under single stage two-part system (**Part I: Techno-Commercial Bid and Part II: Price Bid**) from for supply & delivery of 20 litre Jars of Packaged Drinking Water in good condition to the different offices/buildings/work stations under Haldia Dock Complex at various locations at Haldia at their own cost, risk and arrangement.

The Tender Document/ corrigendum / addendum / clarifications may be downloaded electronically from RAILTEL Portal <https://kopt.enivida.in> and <https://smporkolkata.shipping.gov.in/>

Further, intending bidders shall submit their bid only through RAILTEL Portal <https://kopt.enivida.in>. Bidders are requested to visit the websites frequently.

SCHEDULE OF TENDER (SOT) :

a.	TENDER NO.	AD/PDW/2021/1
b.	MODE OF TENDER	e-Procurement System (Online) Part I – Techno-Commercial Bid and Part II – Price Bid through https://kopt.enivida.in of RAILTEL. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Haldia Dock Complex.
c.	e-Nivida Registration Charges	Rs. 2000/- + Applicable GST Per Year (Non Refundable)
d.	Date of NIT available to parties to download	06.05.2021
e.	Pre-Bid Meeting date/Time and Venue	28.05.2021 at 11.30 hrs. Please refer Clause-15 of the tender document
f.	Estimated Cost	Rs. 40.71 lakhs excluding GST
g.	i) Earnest Money Deposit	No Earnest Money is required to be deposited to Haldia Dock Complex, SMP Kolkata. All bidders shall upload a “Bid security Declaration” as per format given at Appendix-

			IX failing which their offer will be summarily rejected.
	ii)	Bid Document fee	The intending bidders should submit Bid Document Fee of Rs. 1770/- (Rupees One Thousand Seven Hundred Seventy Only) inclusive of GST @ 18% through DD/Banker Cheque in favour of Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex on any Scheduled/Nationalized Bank payable at Haldia , and upload its scan copy along with the bid otherwise their offer will be summarily rejected. 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 nonresponsive.
	iii)	Processing fee for bidding in RailTel Portal	Rs. 4,803.00 (Rupees four thousand eight hundred and three only) (Including GST) (nonrefundable) by net-banking / Debit / Credit card at RailTel Portal only.
h.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid at https://kopt.enivida.in		15.06.2021 upto 15:00 hours
i.	Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately		15.06.2021 upto 15:30 hours

IMPORTANT INSTRUCTIONS FOR ONLINE BID SUBMISSION

This is an e-procurement event of HALDIA DOCK COMPLEX. The E-procurement service provider is RAILTEL.

Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version 8 or above, and Java 8 Update 151 or 161. Further, bidders are requested to go through the following information and instructions available on the RAILTEL Portal <https://kopt.enivida.in> before responding to this e-tender:

- Bidders Manual Kit
- Help for Contractors
- FAQ

The intending bidders are requested to go through the “**Instructions To Bidders (IB)**” and contents of this bidding document, including all terms & conditions and Technical Specifications, before submitting online tender. Bidders who do not comply with the requirements / conditions, with documentary proof (wherever required), will not qualify in the tender.

Contact Person (RAILTEL Portal):

1. Shri Siddharth Ghosh Mobile No.: + 91 9355030604 E-mail : ewizardsiddharth@gmail.com	2. Shri Deepak Jha Mobile No.: +91 8448288981 E-mail : ewizarddipak@gmail.com
-----------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------

Contact Persons (HDC, SMPK):

1. Shri S. S. Pandit, Sr. Dy. Manager (Admn.), Haldia Dock Complex, Ph. No. 03224 265161 sspandit.hdc@kolkataporttrust.gov.in	2. Shri D. Satpathy Asst. Manager (Admin), Haldia Dock Complex Ph. No. 03224 265653 satpathy.debdutta@gmail.com
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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	SMPK 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.
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	<ul style="list-style-type: none">• 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 RAILTEL portal
10	Due date of submission of tender may be extended at the discretion of HDC, SMPK

1. BACKGROUND:

- 1.1 Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port, Kolkata (SMPK) located at Haldia, West Bengal is a premier Major Port in the east coast of India under the Ministry of Shipping, Government of India. It has its offices located in various locations at Haldia which includes the Dock area (inside Custom Bond area), Durgachak, Railway yards, Chiranjibpur, Haldia Township, etc.
- 1.2 Haldia Dock Complex intends to engage a suitable firm for supply and delivery of Packaged Drinking Water to the different offices under Haldia Dock Complex at various locations at Haldia.
- 1.3 For the purpose, sealed tenders are invited for supply & delivery of Packaged Drinking Water to the different offices/buildings/work stations under Haldia Dock Complex at various locations at Haldia for a period of 2 (two) years in accordance with the terms and conditions of this tender document.

2. SCOPE OF WORK:

- 2.1 The work comprises supply & delivery of 20 litrs. Jars of Packaged Drinking Water (other than Packaged Natural Mineral Water) [herein after referred as Packaged Drinking Water] in sealed and in good condition to the different offices/buildings/work stations [herein after referred as offices] under Haldia Dock Complex at various locations at Haldia on a regular basis and as per procedure/ time schedule and other details specified in the tender document at their own cost, risk and arrangement. The details of offices /locations where the 20 ltrs. Packaged Drinking Water jars are to be normally delivered including tentative daily requirement is given under **Appendix-VII**.
- 2.2 The Packaged Drinking Water to be supplied under the contract by the successful tenderer must be BIS (IS : 14543) and FSSAI certified. The successful tenderer has to strictly ensure best service for Packaged Drinking Water as per said standards declared by Bureau of Indian Standards viz. IS-14543 and FSSAI. The successful tenderer shall have valid license/ certification in this regard from the appropriate Authority.
- 2.3 The successful tenderer shall have to transport the required quantities of 20 ltrs. Packaged Drinking Water jars from the Plant/ stock point(s) of the successful tenderer to the different delivery points at HDC as per procedure/details indicated in the tender document & as per requirement of HDC at their own cost & arrangements.

Also, the empty jars after consumption of the water are to be taken back by the successful tenderer from the delivery point at its costs & arrangements.

3 ELIGIBILITY CRITERIA

- 3.1 The purchaser of the Tender Document must be the tenderer itself.
- 3.2 Manufacturers of Packaged Drinking Water owning Packaged Drinking Water Plant conforming to BIS-IS:14543 and having minimum production capacity of 2500 Ltrs. Per day are eligible to participate in the tender as a single entity. No Consortium shall be allowed to participate in the tender.
- 3.3 The tenderer should be having license granted by Food Safety & Standards Authority of India (FSSAI)
- 3.4 **Essential Technical Capacity:**
Experience of having successfully executed similar works during last 7 years ending last day of March' 2021 should be either of the following: -
- a) At least three similar completed works each costing not less than the amount equal to Rs.16.28 Lakh Or
 - b) At least two similar completed works each costing not less than the amount equal to Rs. 20.35 Lakh Or
 - c) At least one similar completed work costing not less than the amount equal to Rs. 32.57 Lakh/-.

Note-I: The term “**similar work**” means supply & delivery of Packaged Drinking Water to various offices/organisations/events.

Note-II: The term ‘completed work(s)’ means the executed / completed portion of work order, even if the work has not been completed in totality (subject to furnishing proof of executed value of the work in the form of completion certificate from the beneficiary to the effect that the job to this extent has been done by the tenderer satisfactorily as per format at **Appendix-XI**).

The tenderer shall furnish its Technical Capacity as per format at **Appendix-X**.

3.5 **Essential Financial Capacity:**

Average Annual Financial Turnover during the last 3 years, ending 31st March of the previous financial year, should be at least Rs.6.11/- Lakh.

The details of the Financial Capacity shall be furnished by the tenderer as per format at **Appendix-VIII** and certified by Statutory Auditor/Certified Public Accountant/Chartered Accountant.

4 INSTRUCTIONS TO BIDDERS (IB)

4.1 PREPARATION AND SUBMISSION OF TENDER

- 4.1.1 The tender must be submitted in the name of purchaser of the tender document itself.
- 4.1.2 Language: The tender and all related correspondence and documents shall be written in English Language. Supporting materials, which are not translated in English and duly certified, may not be considered.
- 4.1.3 **PART -I: "Techno-commercial Bid"** should contain the following: -
- 4.1.3.1 The '**Techno-Commercial Bid**' shall contain only the Techno-Commercial Part of this tender document and without price part.
- 4.1.3.2 The tenderer shall submit valid license/certificate pertaining to BIS (IS-14543) and FSSAI in respect of their Packaged Drinking Water Plant along with latest surveillance inspection report from appropriate authorities. The tenderer shall submit Certificates/documents in support of Technical and Financial Capacity.
- 4.1.3.3 The tenderer shall mention the brand of Packaged Drinking Water to be supplied to HDC under the contract, under Item-1(a) of **Appendix-I** (Covering Letter)
- 4.1.3.4 The tenderer shall submit a Power of Attorney as per format given at **Appendix-II** , authorizing the signatory of the tenderer to commit the tender.
- 4.1.3.5 The tenderer shall submit the percentage (%) of applicable GST as per format at **Appendix-III**.
- 4.1.3.6 The tender completed in all respects including properly filled in and duly signed with seal along with the documents as mentioned in **Appendix-IV** necessary for meeting the pre-qualification criteria by the tenderer shall be uploaded through e-tendering.
- 4.1.4 **PART-II:** The '**Price Bid**' shall contain '**Schedule of Rates**' duly filled by the tenderer. It is to be noted that the 'Price Bid' shall contain price only and no conditions whatsoever. Any condition imposed in 'Price Bid' shall make the bid liable for outright rejection.
- 4.1.4.1 '**Price Bid**' is to be submitted online (as per format at **Appendix-XII**) through e-tendering process. No alternative mode of offer shall be accepted.
- 4.1.4.2 The tenderers are required to quote rate per 20 litrs. Jar of Packaged Drinking Water (excluding GST) to be supplied & delivered at various

offices under HDC as per the Scope of Work at Clause-2 and other terms & conditions of the tender document.

The tenderer shall quote rates under Column-2 of '**Price Bid**' as per format given under **Appendix-XII**. In case of a tenderer does not quote any rate under Column-2, the respective offer will be treated as non-responsive and will be rejected.

The Rate quoted under Column-2 of '**Price Bid**' shall include all charges involved including cost of materials, labour, transportation, packaging, taxes, duties etc. (excluding GST).

4.1.4.3 The '**Price Bid**' of only Techno-Commercially qualified bidders will be opened on a scheduled date as mentioned in Schedule of Tender (SOT).

4.2 The tenderer shall be deemed to have carefully examined and fully understood the provisions of the tender including Scope of Work, General Instructions to Tenderers, the Special Conditions of the Contract and Trustees' General Conditions of Contract etc.

4.3 SITE INSPECTION:

(a) Before submitting the e-tender, the tenderer is advised to carry out inspection of project site including the supply and delivery locations to get fully acquainted with the location etc. Once a tender is submitted by a tenderer, he shall be deemed to have fully acquainted himself with the aspects of the tender, scope of work, etc. and he shall not be entitled to raise any claims or deviate from the tender conditions for any reasons whatsoever.

(b) Inspection of the supply and delivery locations as indicated at **Appendix-VII** shall be held after the Pre-Bid Meeting. Interested Tenders may participate, if they so desire. Cost or expense incurred by the tenderer for inspection of site or any preparatory activities for submission of tender will not be reimbursed by HDC, SMPK.

4.4 TENDER/BID DOCUMENT COST / FEE : -

The intending tenderer should submit the tender cost/fee amounting to **Rs.1770/-** (non-refundable) along with their offer otherwise their offer will be summarily rejected. The procedure for submission of Tender /Bid document fee may be followed as detailed in Clause-h(ii) of SCHEDULE OF TENDER.

4.5 EARNEST MONEY:

No Earnest Money Deposit (EMD) is required to be deposited by the intending bidders. However they are required to submit declarations as per **Appendix-IX** otherwise their offer will be summarily rejected.

The **Appendix-IX** should be uploaded with Techno-Commercial Bid. In case the aforesaid **Appendix-IX** is not uploaded by the bidder, the respective bid will be summarily rejected, treating the bid as non-responsive.

4.6 PRICE BID:

- (a) Rate shall have to be quoted online as per '**Schedule of Rates**' [Format given under **Appendix- XII**].
- (b) The tenderers are required to quote amount (excluding GST) for services mentioned at **Column-1** of "**Schedule of Rates**" (**Price Bid**) as per format given under **Appendix-XII**. In case of a tenderer does not quote any rate under **Cloumn-2**, the respective offer will be treated as non-responsive and will be rejected.

4.7 DUE DATE AND TIME FOR SUBMISSION AND OPENING OF OFFER :

- (i) The tender should be submitted to General Manager (M&S), Haldia DockComplex, Jawahar Tower Complex, P.O. Haldia Township, Dist. Purba Medinipur, Pin.721607, online through RAILTEL, not later than the schedule date of closing of e-tender mentioned under SOT after which time and date, no offer shall be accepted.
- (ii) HDC, SMPK may at its sole discretion extend the Submission/Opening due date(s) by issuing a Corrigendum.
- (iii) The **Part - I : 'Techno-Commercial Bid'** of the tender shall be opened electronically as per the scheduled date mentioned under SOT. Tenderers or their authorized representatives may witness the said electronic opening of Tender.
- (iv) The **Part - II : 'Price Bid'** of only those tenderers who are techno-commercially qualified, will be opened electronically on a subsequent date, for which date & time will be intimated separately to the concerned tenderers only.

4.8 SUBSTITUTION, WITHDRAWAL OF TENDER:

The tenderer may substitute or withdraw its offer after submission, before the Due Date and time of submission of offer or any extension thereof as per the provision of the tender documents. No offer shall be substituted or withdrawn by the tenderer after the Due Date and time of submission of offer or any extension thereof.

4.9 AMENDMENT OF TENDER DOCUMENT:

- 4.9.1 At any time prior to the Due Date for Submission of Tender, HDC ,SMPK may, for any reason, whether at its own initiative or in response to queries/clarifications raised by the tenderer(s) during the Pre Bid meeting or otherwise modify the Tender Document by the issuance of Addendum in official website of SMPK (<https://smporkolkata.shipping.gov.in/>) and also in the website of RAILTEL (<https://kopt.enivida.in>).
- 4.9.2 In order to afford prospective tenderer(s) a reasonable time in which to take an Addendum into account, or for any other reason, SMPK may, at its discretion, extend the Due date of Submission of tender through appropriate notification in the official website of SMPK (<https://smporkolkata.shipping.gov.in/>) & in the website of RAILTEL (<https://kopt.enivida.in>).

4.10 VALIDITY OF OFFER:

- (a) The tender including Price Bid shall remain open for acceptance for a period of 90 days from the date of opening of Techno-commercial Offer. If before expiry of this validity period, the tenderer amends his quoted rates or tender, making them unacceptable to the Trustees and/or withdraws his tender, Action as deemed appropriate as per **Appendix-IX** may be taken at the option of the Trustees/ Sanctioning Authority/Engineer.
- (b) Prior to expiry of the original tender validity period, HDC, SMPK may request bidders to extend the validity for a specified period.

4.11 ACCEPTANCE OF ORDER LETTER:

- (a) After finalization of the tender, HDC, SMPK shall issue Order Letter to the successful bidder.
- (b) The successful bidder, on receipt of the same, shall convey its acceptance to the offer and remit requisite Security Deposit within a period of 15 days from the date of issuance of Order Letter, failing which the Order Letter will become liable for cancellation.
- (c) Pending execution of Contract Agreement, the Order Letter and its acceptance by the successful Tenderer will be construed as an Agreement between HDC, SMPK and the successful Tenderer for fulfilling the scope of work and obligation of the contract by the successful bidder.
- (d) All costs, charges and expenses etc. to be incurred in connection with Contract Agreement / Bank Guarantee(s) etc. including Stamp Duty in connection with contract shall be borne by the successful tenderer.

5 EVALUATION CRITERIA:

5.1 Tests of Responsiveness:

Prior to evaluation of Techno Commercial Bid of the tender, HDC, SMPK will determine whether each offer is responsive to the requirements of the tender document. A tender shall be considered responsive if the tender: -

- i) Is submitted within the due date including extension period, if any.
- ii) Is accompanied with all required documents/certificates mentioned at **Appendix-IV**.
- iii) Is signed, sealed and marked as stipulated in the tender document.
- iv) Contains all the information requested in formats specified in this tender document.
- v) Does not show inconsistencies between the offer and the supporting documents.
- vi) It does not contain any condition or qualification.

5.2 Evaluation for Techno – Commercial Bid:

5.2.1 The techno commercial offer found responsive will be evaluated on the basis of the Eligibility Criteria, document submitted by the tenderer and also on the basis of Technical and Financial Capacity as stipulated at **Clause-3** of this Tender Document.

5.2.2 HDC, SMPK reserves the right to get the financial capability of the tenderer verified from the Annual Accounts of the Tenderer (to be submitted along with Techno-Commercial Bid) and in case any discrepancy is found, findings, as will be ascertained by HDC, SMPK, shall prevail for the purpose of evaluation.

5.2.3 Mere submission of offer / participation shall not mean that it will be automatically considered qualified and entertained. Such qualification will be done at the time of evaluation of bids.

5.3 Evaluation of Price Bid:

- (a) The evaluation of the offer will be made only for the Techno-commercially qualified bidders.
- (b) The Schedule of Rates (Price Bid) shall have to be filled up online as per prescribed format at **Appendix-XII**.
- (c) Rate quoted in the “**Schedule of Rates**” (Price Bid) shall be excluding applicable GST.
- (d) Evaluation shall be on the basis of the lowest rate quoted under Column-2 of the **Schedule of Rates (Price Bid)**.

- (e) If the lowest rate under Column-2 of the **Schedule of Rates (Price Bid)** is quoted by more than one bidder, the bidders concerned offering the lowest rate will be required to submit rebate on such amount in sealed cover within two working days from the date of opening of Price Bids in order to enable SMPK to ascertain the lowest bidder and the tenderer offering the higher/ highest rebate will be considered as the '**Successful Tenderer**'.
- (f) HDC, SMPK, at any stage, reserves the right to accept or reject any or all the offers without assigning any reason whatsoever.

5.4 Clarifications:

To assist in the process of evaluation of Tender, HDC may, at its sole discretion, ask any tenderer to provide original documents or any additional documents / details, seek clarifications in writing from any tenderer regarding its tender. The request for providing such additional details / documents and / or clarification and the response shall be in writing.

HDC, SMPK reserves the right to reject any tender which is non-responsive and it shall be solely at the discretion of the port to allow alteration, modification, substitution or withdrawal to make the bid responsive after opening of the Techno Commercial Bid.

5.5 Confidentiality:

Information required by HDC, SMPK from the tenderer(s) for the purpose of examination, evaluation etc. will be kept in confidence by HDC, SMPK and will not divulge any such information unless it is ordered to do so by any authority that has power under the law to require its release.

6. GENERAL CONDITIONS OF CONTRACT

'General Conditions of Contract, Forms and Agreements' as sanctioned by the Board of Trustees of SMPK, HDC is hosted at website <https://smpportkolkata.shipping.gov.in/>. 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 tender document (other than Appendices) including the 'General Conditions of Contract, Forms and Agreements' shall prevail.

7. SPECIAL CONDITIONS OF THE CONTRACT:

7.1 Supply & Delivery Procedure:

7.1.1 The 20 Ltr. Jars of Packaged Drinking Water are normally to be supplied and delivered by authorized representatives of successful tenderer at the various offices under HDC for tentative daily requirement at the various offices as will be indicated in the Work Order based on **Appendix -VIII** of this tender document.

7.1.2 The supply & delivery of required quantity of water to the various offices of HDC shall have to be ensured as per requirement of HDC from time to time on regular basis during office hours.

7.1.3 Timings:

The 20 Ltr. Jars of Packaged Drinking Water to the various offices of HDC shall be delivered between 8 A.M. to 5 P.M. on every working day at the time schedule as will be fixed or as required from time to time.

In case of exigency if there is any requirement of supply of water beyond aforesaid time schedule, same shall also have to be provided at the same rate.

7.1.4 In case of necessity, Packaged Drinking Water may have to be supplied & delivered at additional location(s) under HDC and/or for additional quantity, for which prior intimation shall be given to the successful tenderer by the respective offices of HDC having such additional requirement. No extra charges will be payable for the same other than the rates applicable under the contract for such supply.

7.1.5 The successful tenderer shall forward the details of their contact persons for day to day co-ordination for the supply & delivery of Packaged Drinking Water to HDC offices. If required, the details of the contact persons of various offices at HDC also will be provided to the successful tenderer.

7.2 Duties and Responsibilities of the successful tenderer:

7.2.1 The meaning of Packaged drinking water shall be as mentioned in the Manual for Packaged Drinking Water issued by Bureau of Indian Standards and Food Safety & Standards Authority of India.

7.2.2 The service provider has to ensure that any upgradation in standards brought in by BIS and FSSAI either during the currency of the contract or before has to be met by the manufacturer.

7.2.3 HDC will, if necessary, arrange to get the water tested for quality from appropriate laboratories. In the event of any deficiencies noticed in the

quality of water on account of not meeting the standard specified in BIS – IS 14543, or such other specifications prescribed by Government, or presence of any impurities, chemicals, toxic contents, sediments etc., HDC reserves the right to terminate the contract. Attendant costs, damages, if any, caused shall be made good by the successful tenderer the HDC.

- 7.2.4 The manufacturer should have a valid licence for manufacturing the packaged drinking water and should be able to provide the latest periodic surveillance inspection report of the valid licence period.
- 7.2.5 The 20 ltrs. Jars of Packaged Drinking Water should be delivered in sealed, hygienic and good condition without any damage/ leakage.
- 7.2.6 The successful tenderer should ensure that each 20 litres. jar supplied water must have the company logo on it and has clear date of manufacturing and expiry of the drinking water.
- 7.2.7 The quality of the jars used for packaging of drinking water should be as per approved BIS and FSSAI norms.
- 7.2.8 The successful tenderer shall ensure to maintain quality, purity and taste of the product throughout the contract period.
- 7.2.9 In case of any damage/leakage to the supplied 20 ltrs. Jars of packaged drinking water, the same shall not be accepted and shall have to be immediately replaced without any extra charges to HDC.

7.3 Permit for entering Dock:

Some of the offices of HDC are located inside Custom Bounded area (as mentioned at **Appendix-VII**) where applicable permit charges will be payable. The dock entry permit for man and vehicles shall be obtained by the Successful Tenderer from HDC Permit Office on chargeable basis (as per Scale of Rates of SMPK) at its own cost and arrangements during the currency of the contract. You may visit SMPK website for rates for permit charges.

7.4 Test reports:

The successful tenderer shall be required to furnish necessary test reports/ valid certificates from time to time as may be necessary.

The successful tenderer will submit potability test of water every month to HDC at its own cost and expense. HDC will have right to ask the successful tenderer to do potability test at any point of time. HDC reserves the right to get supplied water tested at any point at the cost of successful tenderer from reputed laboratories for which all required documentation should be provided by the successful tenderer.

7.5 Rates to be fully inclusive of all expenditure excluding GST:

Bidders will put their rates in the price bid which will be inclusive of all taxes and duties excluding GST. The successful tenderer(s) must have cleared all duties with regard to Taxes, Insurance and have otherwise complied with all rules and regulations of the Central & the State Governments. HDC shall not be liable to pay any money to the tenderer at all in way of operation of this contract except the specific charges per copy (quoted by the tenderer) and GST. All other charges / costs should be borne by the tenderer.

7.6 Contract execution and Period of contract:

- (a) The contract shall commence from the date of Execution of Work and will be for period of 2 (two) years from the date of Execution of Work.
- (b) The successful tenderer shall have to commence the operations for supply and delivery of 20 Ltrs. Jars of Packaged Drinking Water to all the respective offices of HDC at various locations at Haldia as per details given in the Order letter within 30 days from the date of Order Letter.
- (c) During the contract period, in case of delay of supply/ non supply of Packaged Drinking Water at any office of HDC at any location at Haldia beyond the scheduled hours as mentioned in Clause- 7.1 above, the respective offices at HDC, SMPK will be free to purchase Packaged Drinking Water from other sources at the risk and cost of the successful tenderer.

7.7 Terms of Payment:

- (i) Payment for the supply & delivery of packaged drinking water at the different offices of HDC shall be made strictly as per rate quoted under the 'Schedule of Rates', which is inclusive of all charges including cost of materials , labour, transportation, packaging, taxes, duties etc. (excluding GST). No other charges shall be admitted or paid.
- (ii) Payment will be made on monthly basis against delivery challan submitted by successful tenderer in proper format mentioning number of 20 litres. Jars of Packaged Drinking Water delivered at the respective offices date - wise for every month, duly certified by the concerned authorized officials of HDC, SMPK.
- (iii) Monthly bills along with relevant delivery challans certified by the authorized officials of respective Divisions concerned of HDC, should be

submitted by the successful tenderer within 10th of every calendar month for the packaged drinking water supplied during the immediate preceding month. Payment of such monthly bills will be made within 30 working days from the date of submission of complete and correct bill in all respects.

- (iv) GST shall be paid extra as applicable on actual on submission of required documents.
- (v) The successful bidder shall be required to submit GST Compliant bills to the office of the General Manager (M&S), HDC. Thereafter, payment shall be made within 30 working days from the date of submission of clear & correct bill.
- (vi) Payment shall be made through ECS for which all Bank particulars, as required by Haldia Dock Complex, shall have to be furnished by the bidder along with bill.
- (vii) The successful bidder shall have to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- (viii) The successful bidder shall have to comply with all GST laws, including timely uploading of the bills raised by them on SMPK in their GST return properly.
- (ix) 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 successful bidder. Any loss of input tax credit to Syama Prasad Mookerjee Port, Kolkata for the fault of successful bidder shall be recovered by Syama Prasad Mookerjee Port, Kolkata by way of adjustment in the consideration payable.
- (x) If any correction in the invoices is required, the same shall be made by the contractor by issuance of Supplementary invoices / debit note / credit

7.8 Compliance of relevant Acts, Ordinance etc.:

The tenderer shall be required to comply with the relevant acts and laws including the Minimum Wages Act, 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947 and the Contract Labour (Regulation & Abolition) Act, 1970 or statutory amendment and the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

It will be the duty of the tenderer 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 tenderer will be fully responsible for any delay, damage, etc. and shall keep SMPK

indemnified against all penalties and liabilities of any kind for non-compliance or infringement of any kind, for non-compliance or infringement of any such Act, Ordinance, Rules, Regulations, By-laws and Procedures etc.

The tenderer shall indemnify HDC against payment to be made under or for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his Sub-contractors.

The Regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

7.9 Dispute:

In the event of any dispute, question or difference arising during the contractual period or during any other time, as to any matter connected with or arising out of the contract, the decision of the competent authority of HDC shall be final and binding upon all parties.

7.10 Damage & loss to private property & injury to workmen:

The tenderer(s) shall at his (their) own expenses reinstate and make good to the satisfaction of HDC and pay compensation for any injury, loss or damage accrued to any property or rights whatever including property and rights of HDC (or Agents), servants or employees of HDC, the injury , loss of damage arising out of or in any way in connection with the execution or purported execution of the contract(s) and further, the contractor(s) shall indemnify SMPK against all claims enforceable against HDC (or Agents), servant or employees of SMPK or which would be so enforceable against HDC where HDC is a private person, in respect of any such injury (including injury resulting to death), loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

7.11 Reporting of Representative:

The tenderer shall depute one of his representatives at the office of General Manager (M&S), HDC between 10 A.M. and 12 noon on every Monday (if Monday is a holiday for HDC, then next working day) during the contract period of 2 years, for proper coordination. No extra charges shall be paid for this.

7.12 Escalation of Price:

During the period of contract for 2 years, the tenderer shall not be entitled to receive any escalation for any increase in the price of labour,

materials consumed or any other item & including charges of taxes & duties.

7.13 Manpower:

The tenderer shall at his own cost maintain sufficient number of required types of manpower for smooth and efficient supply & delivery of RO water to HDC.

The tenderer shall be responsible for satisfactory service, conduct of his personnel. If the conduct of any personnel provided by the tenderer is not found to be satisfactory, the tenderer shall forthwith replace such person on being advised to do so.

The contractor shall indemnify SMPK from the possible future demand of the employees / workers employed by the contractor that they be absorbed in SMPK in the event of expiry of the contract with efflux of time or premature termination or otherwise. It will be the responsibility of the contractor to find a solution for such demand if it arises.

7.14 Non-assignability:

No contract or any share of interest therein, shall in any manner or degree be transferred or assigned or sublet by the tenderer directly or indirectly to any person, firm or company whatsoever.

7.15 Contract Agreement:

The successful tenderer shall be required to execute at his own cost and expenses a **“Contract Agreement”** on a Non-Judicial Stamp paper valued at INR 100.00 or more signed jointly with HDC, SMPK under official seals within a period of 30 days from issuance of Order Letter. Format of the Agreement shall be as per **Appendix-VI**.

7.16 Adherence to Rule and Regulations :

The contractor(s) shall strictly adhere to all rules and regulations as laid down by the Central & State Government, Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata and other statutory Authorities in this regard, in the matter of supply & delivery of Packaged Drinking Water.

7.17 Indemnification:

HDC will not be responsible for any damage during supply of Packaged Drinking Water by the successful tenderer during the course of operation of the contract. The Contractor, in their own interest, should obtain suitable and sufficient coverage from the appropriate authority and no claim/correspondence on this account will be entertained.

8. SECURITY DEPOSIT:

- i) Successful tenderer shall have to submit Security Deposit amount to 3% of the value of the contract to be accepted by Syama Prasad Mookerjee Port, Kolkata.
- ii) Security Deposit shall have to be deposited in the form of Demand Draft on any nationalized bank in favor of Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata and payable at Haldia or in Bank Guarantee (in a non-Judicial Stamp paper of denomination of Rs. 50/- or more) and as per proforma at **Appendix-V** with the tender document] by the successful bidder within 30 days from the date of placement of order. Failing this, HDC-SMPK reserve the right to cancel the acceptance.
- iii) The Security Deposit shall be held by the General Manager (M&S), HDC for the entire period of contract as security for the performance of the contractor's obligation under the contract. The Security Money shall be refunded after successful completion of the contract without interest subject to recovery of damage and / or loss incurred, if any, by HDC due to default on the part of the contractor

9. LIQUIDATED DAMAGES CLAUSE:

- a. In the event of successful Tenderer failing to commence supply & delivery operation as per Scope of Work of the tender within the stipulated time frame or such extensions thereof as may be allowed by the General Manager (M&S) , HDC in writing, the successful Tenderer shall be required to pay as compensation, and not as penalty, @ $\frac{1}{2}\%$ of the total value of the order for delay in commencement of operations of every week or part thereof, provided the entire amount of compensation to be paid under the provisions of this clause shall not exceed 5 % of the total order value.
- b. HDC, SMPK may without prejudice to any other method of recovery, deduct the amount of such damages from any amount which is due or which may become due to the successful bidder. The payment or deduction of such damages shall not relieve the successful Tenderer from the obligation to complete the contract provisions / liabilities or from any other of his obligation or liabilities under the contract.

10. FORCE MAJEURE:

- 10.1 Neither party shall be liable for any delay in performing obligations or for failure to perform obligations if the delay or failure results from any of the following (whether happening in India or elsewhere) FORCE MAJEURE, Act of God or any governmental Act, fire, earthquake, explosion, accident, industrial dispute, civil commotion or anything beyond the control of either party. The parties hereto shall make all reasonable endeavours to minimise any such delay. Upon cessation of the event giving rise to the

delay, the parties shall, in so far as may be practicable under the circumstances, complete performance of their respective obligations as described in these terms and conditions. Force Majeure Event shall mean any event or circumstances or a combination of events and circumstances not attributable to the Contractor like those as set out hereunder or the consequences thereof which may materially and adversely affect the Contractor in due performance of its various obligations under the contract.

10.2 Notice of Force Majeure Event

The Contractor shall give notice to SMPK in writing of the occurrence of the Force Majeure Event as soon as the same arises which in any event shall be within 24 hours from the time of occurrence.

10.3 Effect of Force Majeure Event:

If the period of Force Majeure continues or is in the reasonable judgement of the parties is likely to continue beyond a period of 90 days, the parties may mutually decide to terminate the contract or continue the contract on mutually agreed terms.

11. EVENT OF DEFAULT:

- a) The successful tenderer does not commence supply of Packaged Drinking Water within 45 days from the date of Order Letter.
- b) If the successful tenderer fails to perform or discharge any of its obligations under the provisions of the contract.
- c) Non-supply of required quantity of Packaged Drinking Water at any office /Building/work station of HDC (where the contractor is to deliver the water as per the contract) within specified working hours, for more than 3 consecutive days.
- d) The representation made, or documents / certificates submitted or warranties given by the successful tenderer (who subsequently became the contractor) / contractor during the tendering stage or during the currency of the contract is / are found to be false or misleading.
- e) The contractor is adjudicated bankrupt or becomes insolvent.
- f) The contractor assigns or transfers the full/ part of the contract to any third party
- g) If there is any change in control / ownership of the contractor arising from sale, assignment, transfer without prior permission of SMPK.
- h) If the contractor through its employees gets engaged or wrongly takes part in prohibited or unlawful activities or even fails to prevent such prohibited / unlawful activities.

- i) Any unlawful act of the contractor(s) on any third party on behalf of the contractor entailing any damage / loss to the property / material of SMPK or any inconvenience to SMPK.
- j) After expiry of the contract period by efflux of time.
- k) Undertaking any job of an outsider within HDC's premises unauthorizedly.
- l) In the event of any deficiencies noticed in the quality of water on account of not meeting the standard specified in BIS – IS 14543, or such other specifications prescribed by Government, or presence of any impurities, chemicals, toxic contents, sediments etc.

12. TERMINATION OF CONTRACT:

- 12.1 If the event of occurrence of any event of default as mentioned in Clause-11 of this tender document, General Manager (M&S), HDC-SMPK may through his authorized representative terminate the full or part of the contract after giving a notice of 30 days and his decision in the matter shall be final and binding on the successful tender.
- 12.2 During the termination notice period of 30 days as above, the successful Tenderer may be asked by HDC, SMPK to continue to discharge its obligations under the contract as may be mutually agreed upon with the objective, as far as possible, of ensuring continued availability of the facilities and services.
- 12.3 Upon termination of the contract, for any of the reasons indicated above, the General Manager (M&S), HDC-SMPK shall be entitled to execute the balance work as per the scope of work at the risk and expenses of the successful bidder through any independent agency for the balance / remaining period of the contract and to recover from the terminated successful bidder in addition to any other amount, compensation or cost of damages that HDC-SMPK is entitled to in terms of the other relevant clauses in the contract. HDC-SMPK will be entitled to retain or deduct money due under the contract from any amount due to the successful bidder under any other contract.
- 12.4 Security Deposit would be liable to forfeiture in case of pre-mature termination of the contract owing to breach of contractual obligation(s) by the successful bidder.
- 12.5 No compensation whatsoever shall be paid by HDC-SMPK to the successful bidder in the event of termination of the contract.
- 12.6 If after termination, any amount is due to be paid by HDC-SMPK to the successful bidder, the same shall be paid after adjustment of the dues and damages receivable by HDC-SMPK from the successful bidder.

13. DISPUTE RESOLUTION:

In the event of any dispute, question or difference arising during the contractual period or during any other time, as to any matter connected with or arising out of the contract, the decision of the Deputy Chairman, HDC, SMPK shall be final and binding upon all parties.

- 14.** Tenderer must give a declaration to the effect that they have not been banned or de-listed by any Government or Quasi-Government Agency or PSU. If a tenderer has been banned/de-listed by any Government or Quasi-Government Agency or a PSU, the details must be clearly stated along with the relevant documents which the tenderer is to enclose together with the Techno-Commercial Bid.

15. PRE-BID CONFERENCE:

- (a) Pre-Bid Conference shall be held as per the scheduled time mentioned in SOT at the Office of Sr. Dy. Manager (Administration), Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata at Jawahar Tower; Haldia Township; Purba Medinipur; West Bengal, India; PIN – 721 607. Interested Tenderers may participate, if they so desire.
- (c) The intending tenderers are advised to send their queries vide email to sspandit.hdc@kolkataporttrust.gov.in & satpathy.debdutta@gmail.com one day before the pre-bid meeting.
- (d) HDC, SMPK intends to furnish response to all queries without identifying the sources, in RAILTEL website as well as in <https://smpportkolkata.shipping.gov.in/> including modifications / amendments, if any, to the terms and conditions of the tender, scope of the project etc., which the intending tenderer is to note for submitting their tender. The amendments / modifications / clarifications shall be hosted in the form of an "Addendum", which shall become an integral part of the tender document for all purposes and shall be binding on the tenderer.

(To be filled up, signed with seal, scanned and uploaded)

Covering Letter

**To,
General Manager (M&S)
Haldia Dock Complex, SMPK
Jawahar Tower Complex,
P.O. Haldia Township,
Dist. Purba Medinipur,
Pin-721607 (W.B).**

Dear Sir,

1. I/We, _____ (Name of tenderer) having examined the Tender Document and understood its contents, hereby submit the Tender for supply & operation of launches under Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata.
- 1(a). I/We(name of the tenderer) hereby furnished required information about our firm/company and business:
 - a) Type of firm:
 - b) Date of establishment:
 - c) Registered Address of Packaged Drinking Water Plant:
 - d) Address for correspondence:
 - e) Telephone No./Mobile No./ Fax:
 - f) E-mail id:
 - g) Certificate Number issued by BIS for supply of Packaged Drinking Water:
 - h) Licence Number issued by FSSAI for supply of Packaged Drinking Water:
 - i) Capacity of Packaged Drinking Water plant: ltrs. per day.
2. I/We shall make available to Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata (hereinafter referred to as SMPK) any additional information it may find necessary or require to supplement or authenticate the Tender.
3. I/We acknowledge the right to SMPK to reject our tender without assigning any reasons or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I/We also certify the following: -
We 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.

5. I/We have carefully read and understood the terms and conditions and specifications of the items and other details set out in the Tender Document. I/We confirm that all laid down terms and conditions have been accepted by me/us and I/We agree that I/We shall be bound by the said terms and conditions.
6. I/We declare that: -
 - (i) We have examined and have no reservations to the Tender Document issued by SMPK thereon.
 - (ii) In the event of our offer being accepted, we will be supplying(Name of the brand) brand of packaged drinking water to HDC, SMPK.
7. 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.
8. I / We certify that in terms of the Clause-3.4 of the tender document my / our Average Annual financial turnover during the last 3 years is Rs. (Rs..... in words).
9. We understand that SMPK reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at anytime without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
10. _____ (Name of Tenderer) hereby undertakes that we will abide by the decision of SMPK in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by SMPK in this regard.

Thanking you,

Yours faithfully,

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

Name:

Designation:

Date:

Seal.....

(To be filled up, signed with seal, scanned and uploaded)

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

POWER OF ATTORNEY
TO WHOMSOEVER IT MAY CONCERN

Mr. _____ [Name of the Person], residing at
_____ [Address of the person], 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] to
sign the tender [(Tender No.and (Tender subject-
".....")]) and submit the same and is hereby further authorized to
provide relevant information/ document and respond to the enquiry's etc. as may
be required by Syama Prasad Mookerjee Port, Kolkata (SMPK) 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)

(Signature with Office Seal)

Date :-	Name	:-
Place:	Designation	:-
	Address	:-

APPENDIX – III

(To be filled up, signed with seal, scanned and uploaded)

**Supply & delivery of Packaged Drinking Water to the different offices of
Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata**

RATES OF GST

Item Description	SGST (In %) (In Figure)	CGST (In %) (In Figure)	IGST (In %) (In Figure)
Supply & Delivery of 20 litre Jars of Packaged Drinking Water to the various offices under Haldia Dock Complex at Haldia as per Tender No. AD/PDW/2021/1			

Signature of Power of Attorney with seal

Full Name:

Signature.....

APPENDIX-IV

Supply & delivery of Packaged Drinking Water to the different offices of Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata

List of Documents to be uploaded for meeting the pre-qualification criteria
(All documents should be signed, stamped and uploaded)

SI	DOCUMENTS TO BE UPLOADED
1	Covering Letter by the Tenderer as per Appendix-I
2	Power of Attorneys as per Appendix-II
3	Format for GST rates as per Appendix-III
4	The bidder shall submit Certificate in the format as given at Appendix-VIII along with Audited balance sheet and Profit & Loss account for the last 3 (three) financial years ending 31.03.2021. Average annual financial turnover during the above mentioned period must be at least INR 6.11 Lakhs (Rupees Six Lakhs Eleven Thousand only). (In case a tenderer is unable to submit audited accounts of latest financial year, due to non completion of audit or for any other reason, he may submit a certificate of turnover issued by the statutory auditor of the company/ firm for the latest financial year.)
5	Bid Security Declaration. As per Appendix-IX
6	The details of Technical Capacity of the bidder to be filed up as per format given at Appendix-X . The bidder shall submit Copy of Work Order(s) and Completion Certificate(s) in support of successfully executed similar works as per Clause-3.4. For partial completed works, the bidder shall submit Work Completion Certificate from Beneficiary as per Appendix-XI .
7	a) Copy of document demonstrating ownership of Packaged Drinking Water Plant. b) Copy of valid certificate / license of Packaged Drinking Water Plant conforming to BIS-IS: 14543. c) Document demonstrating capacity of Plant. d) Valid FSSAI Certificate/License.
8	Copy of latest water test report obtained from Govt. registered laboratory.
9	Copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable. If this is not applicable, the bidder should submit a declaration in this regard on its letterhead.
10	Copy of GST Registration Certificate.
11	Self certified copy of PAN.
12	Copy of valid Trade Licence for carrying out business of supply of Packaged Drinking Water
13	Certified copy of Memorandum of Association / Article of Association, in case the tenderer is a company. Or Partnership deed (duly attested) in case the tenderer is a partnership firm Or A statement indicating that the tenderer is the Proprietorship firm, in case the tenderer is a Proprietorship firm.
14	(In case of Micro & Small Enterprises, for availing waiver of Cost of Tender Document the following may be submitted. (i) Valid NSIC Registration Certificate with list of stores / items / services / works for which registration is issued, and (ii) Certificate of DIC or AADHAR based MSME certificate where the categories of firm i.e. Micro or Small is mentioned.
15	Full Tender Document.

APPENDIX - V

Draft Proforma of Bank Guarantee (Performance Bond) in lieu of cash Security Deposit, to be issued by the Calcutta / Haldia Branch, as the case may be, of any Nationalized Bank of India on Non-Judicial Stamp Paper worth Rs. 50/- or as decided by the Engineer / Legal Adviser of the Trustees.

**To,
Shyama Prasad Mookerjee Port
Kolkata, Haldia Dock Complex
Administration Division,
Jawahar Tower, Haldia – 721 607.**

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

In consideration of the Board of Trustees of the Port of Calcutta, a body corporate- duly constituted under the Major Port Trusts Act, 1963 (Act 38 of 1963), having agreed to exempt Shri / Messrs a Proprietary / Partnership / Limited / Registered Company, having its Registered Office at

..... (hereinafter referred to as "The Contractor") from cash payment of Security Deposit / payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for

..... (write the name of the work as per Work Order) in terms of the Work Order No. dated

..... (hereinafter referred to as "the 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, Branch, Calcutta / Haldia, 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, Branch, Calcutta

..... / 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, Branch, Calcutta / 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 "Calcutta Port Trust", without any demur. Even it there be any dispute between the contractor and the Trustees, this would be no ground for us,

.....(Name of the bank),
.....Branch,Calcutta.....
..... / Haldia, to decline to honour the Bank Guarantee in the manner
aforesaid. The very fact that We, Branch,
Calcutta / 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 contractor.

2. We, Branch,
Calcutta..... / Haldia, further agree that a mere
demand by the Trustees at anytime and in the manner aforesaid,
is sufficient for us,.....
Branch, Calcutta
..... / 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 contractor and no protest by the contractor,
made either directly or indirectly or through Court, can be valid ground for us,
..... Branch, Calcutta..... /
Haldia, to decline or fail or neglect to make payment to the Trustees in the
manner and within the time aforesaid.

3. We,..... Branch,
Kolkata..... / Haldia, 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
..... day of 2019 and subject all so that 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
.....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 contractor for such extension of validity of this Bank
Guarantee.

4. We, Branch, Calcutta
..... / 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 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,

Branch, Calcutta / Haldia, 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 or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us, Branch, Kolkata..... / Haldia.

5. We, Branch, Calcutta / 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
(Duly constituted attorney for and on behalf
of) BANK
BRANCH
CALCUTTA /
HALDIA (OFFICIAL SEAL OF THE BANK)

(Format to be downloaded, signed with seal, scanned and uploaded)

(The Agreement shall be required to execute on a Non-Judicial Stamp of Rs.100.00 or more as detailed under Clause-7.15)

FORMAT OF AGREEMENT

THE BOARD OF TRUSTEES FOR THE PORT OF CALCUTTA

THIS AGREEMENT made this day of 2021 between the Board of Trustees for the Port of Calcutta, a body corporate constituted by the Major Port Trust Act, 1963 (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 (hereinafter called "the Contractor, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part WHEREAS the Trustees are desirous that certain Works should be executed, viz and have accepted a Tender / offer by the Contractor for the survey, development, completion and maintenance of such works NOW THIS AGREEMENT WITNESSETH as follows:

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

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

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

The Seal ofwas hereunto affixed in the presence of :

Name :- _____

Address :- _____

OR

SIGNED SEALED AND DELIVERED

By the said _____

In the presence of :

Name :- _____

Address :- _____

The Common Seal of the Trustees was hereunto affixed in the presence of :

Name :- _____

Address :- _____

APPENDIX-VII

(To be downloaded, signed with seal, scanned and uploaded)

**Supply & delivery of Packaged Drinking Water to the different offices of
Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata**

List of distribution points where the 20 ltrs water Jars are
normally to be delivered.

SL.NO	NAME OF POINT	LOCATION	Tentative daily requirement for 20 litrs. Of Jar
1	Cabin-F	Chiranjipur (CJP) area	32
2	Cabin-E	"	4
3	Cabin-C	"	10
4	Cabin-A	"	37
5	GM Yard	"	62
6	CJP IZ & R/I&CF	"	159
7	TO(SH&CH)Office	"	35
8	CJP Garden	"	18
9	CJP Canteen	"	135
10	CJP Dispensary	"	6
11	CJP Control Room	"	27
12	TO (RLY) Office	"	80
13	CJP P&E	"	65
14	Traing Institution	"	4
15	3rd Oil Jetty P&E	Township (T/S) Area	32
16	3rd Oil Jetty Fire Station	"	57
18	JT Gate -8	"	34
19	JT Gate 2	"	22
20	Gate-3	"	16
21	Halipad Gate-4	"	24
22	Hospital Gate-5	"	32
23	DAV School Gate-6	"	18
24	Gate-7	"	20
25	VTMS Guest House	"	28
26	Administration Division	"	170
27	Vigilance Unit	"	10
28	VTMS 11th Floor	"	37
29	P&IR Division 7th Floor	"	90
30	MM Division 2nd Floor	"	50
31	Finance Division 4th Floor	"	145
32	HPSU office	"	45
33	TS Hospital	"	170
34	TS Civil Maint. Office	"	102
35	TS Electric Maint. Office	"	94
36	TS Canteen	"	50
37	JT Canteen	"	20

38	Conservancy Unit	"	80
39	CISF Main Gate	Custom Bounded Area (DIZ)	122
40	GC Berth I&CF	"	45
41	GC Berth Canteen	"	102
42	GC Berth P&E	"	32
43	GC Berth Shipping	"	150
44	Dock Fire Station	"	68
45	Coal Berth Canteen	"	158
46	Master Control	"	275
47	Dock Control Office	"	19
48	Marine Repair Wrokshop	"	235
49	Lock Marine Canteen	"	143
50	Lock Office I&CF	"	40
51	Lock Office P&E	"	204
52	Marine House	"	313
53	2nd Oil Jetty P&E	"	83
54	Oil Jetty Office I&CF	"	39
55	Central Store	"	27
56	Central Wrokshop	"	53
57	Loco Shed P&E	"	90
58	PW Store I&CF	"	59
59	CJP Power House	"	153
60	BH Yard	"	167
61	2nd Oil Jetty Fire Station	"	71
62	1st Oil Jetty Fire Unit	"	135

Tentative estimated nos. of 20 ltrs. jars required for a month : 4803

Note:

- *The above tentative requirement of jars for a month is only given for better understanding of monthly consumption of Package Drinking Water at HDC.*
- *Number of jars may vary based on actual requirement.*

APPENDIX-VIII

(Format to be downloaded, filled up, signed, sealed, scanned and uploaded)

**Supply & delivery of Packaged Drinking Water to the different offices of
Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata**

Format for Demonstrating Financial Capability

Financial Year	Annual Financial Turn Over (In Rs. Lakh)
2020-2021	
2019-2020	
2018-2019	

Signature of Power of Attorney Holder(s)

Name:

Designation:

Corporate Seal

Date :

CERTIFIED BY

Name of statutory Auditor/Chartered Accountant Firm

Registration No. & other details

Name of the Signatory

Signature

Designation

Date

(To be downloaded, filled up on Company's Letter Head , signed with seal, scanned and uploaded along with Techno Commercial Bid)

"Bid Security Declaration"

Tender No : AD/PDW/2021/1

To,
General Manager(M&S)
Haldia Dock Complex, SMPK
Jawahar Tower Complex,
P.O. Haldia Township,
Dist. Purba Medinipur,
Pin-721607 (W.B).

Sub: **Supply & delivery of Packaged Drinking Water to the different offices of Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata".**

I/We, the undersigned, declare that:

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

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

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity

(i) fail or refuse to execute the contract, if required, or

(ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

Signature of Power of Attorney Holder(s) Name:

.....

Designation:

Date: -----

Corporate Seal

APPENDIX-X

(Format to filled up, signed with seal, scanned and uploaded)

**SUPPLY & DELIVERY OF PACKAGED DRINKING WATER TO THE
DIFFERENT OFFICES OF HALDIA DOCK COMPLEX,
SYAMA PRASAD MOOKERJEE PORT, KOLKATA**

DETAILS OF TECHNICAL CAPACITY OF THE TENDERER

The bidder should upload the statement with documents in support of their Technical Capacity.

Sl. No.	Name of Firm/ Beneficiary	Ref. No. & Date of Work Order (Copies to be enclosed)	Description of relevant Work alongwith copies of Work Completion certificate / payment challan as a proof of execution of work	Period of supply (in days/ Month)	Total Contract Value (in INR) *	Contract executed value (Copy of Tax Invoice raised)
	1	2	3	4	5	6
1.						
2.						
3.						
4.						
5.						
6.						

Signature of Power of Attorney with seal
Full Name:
Signature.....

Note: Value to be mentioned under Column-5 only for supply & delivery of Packaged Drinking Water (excluding any other items viz. food product, beverages etc.).

WORK COMPLETION CERTIFICATE

(Format for Certificate from Beneficiary in proof of executed value of Work for work not been completed in totality)

This is to certify that M/s.(name of the tenderer) have been awarded contract No.....dated.....for the purpose undertaking(short Description of services provided by tenderer to client) .

The firm has successfully completedportion of the total assignment and have been paid a sum of Rs.....(in words.....)(Excluding Taxes) for the same.

The overall work done by M/s.(name of the tenderer) has been satisfactory.

Name of the client: M/s.....
Name of the Authorized person:.....

Authorized Signature & Stamp:

Phone/Fax of Client:.....

E-mail of Client:.....

(Format to be downloaded, signed with seal, scanned and uploaded)

**Supply & delivery of Packaged Drinking Water to the different offices of
Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata**

(PRICED BILL OF QUANTITIES)

SCHEDULE OF RATE

Service description	Rate per 20 litre Jar of Packaged Drinking Water (in Rs.) [Excluding GST]
1	2
Unit rate of 20 ltrs. Jar of Packaged Drinking Water for supply & delivery to various offices at Haldia Dock Complex as per Scope of Work of the Tender No. AD/PDW/2021/1.	Rs..... <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"><p>This is a SAMPLE FORMAT for quoting PRICE BID. Tenderers are advised not to quote here. PRICE BID is to be quoted ONLINE ONLY.</p></div>

Note: Evaluation would be made on lowest rate under Column-2 (excluding GST).

Signature of Power of Attorney with seal

Full Name:

Signature.....