



श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता  
**SYAMA PRASAD MOOKERJEE PORT, KOLKATA**  
Formerly Kolkata Port Trust

<b>TENDER FOR SETTING UP AN INTEGRATED HELP DESK SOLUTION AT SYAMA PRASAD MOOKERJEE PORT, KOLKATA FOR A PERIOD OF SIX MONTHS</b>	श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता में छः महीने के लिए एक एकीकृत हेल्प डेस्क सॉल्यूशन स्थापित करने हेतु निविदा
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E-Tender No:-Admn/T/178 dated 21.09.2021

ISSUED BY

**Secretary-I/c**  
Kolkata Dock System  
Syama Prasad Mookerjee Port, Kolkata  
Kolkata-700001  
INDIA

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Website: <https://smpportkolkata.shipping.gov.in>

September – 2021

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**1. Notice Inviting Tender**

Online e-tenders are invited for Setting up an integrated help desk solution at Syama Prasad Mookerjee Port, Kolkata for a period of six (6) months

Date of NIT available to parties to download	29-09-2021; 10 AM onwards
Date & time of Pre-bid meeting	07.10.2021;15:30 hrs (Video Conference through Zoom. Link will be shared on request through e-mail / subsequently)
Last Date and time of closing of online submission of Bid	28.10.2021 upto 14:00 hrs

The bid document may be seen through the <https://kopt.enivida.in>. Corrigenda or clarifications, if any, shall be hosted on the above-mentioned website only. The tender, corrigenda or clarifications is also published on SMPK website (<https://smportkolkata.shipping.gov.in>) (<https://kolkataporttrust.gov.in>)

**Secretary (I/C)**  
**Syama Prasad Mookerjee Port, Kolkata**

**2. SCHEDULE OF TENDER (SOT)**

<b>A. Name of Work</b>	Setting up an integrated help desk solution at Syama Prasad Mookerjee Port, Kolkata for a period of six (6) months.
<b>B. Mode of tender</b>	e-Procurement System (Online two part Techno-Commercial Bid and Price Bid through RailTel E-wizard Portal: <a href="https://kopt.enivida.in/">https://kopt.enivida.in/</a> The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender is acceptable by Syama Prasad Mookerjee Port, Kolkata.
<b>C. Estimated value of tender</b>	INR 56,60,000 (exclusive of GST)
<b>D. Earnest Money Deposit</b>	Bid security declaration in lieu of submission of EMD.
<b>E. Tender Document Fee</b>	<p>The intending bidders shall be required to submit Tender fee of Rs. 1500/- (Rupees One Thousand Five Hundred only) [Rs. 1950/-including GST] to SYAMA PRASAD MOOKERJEE PORT, KOLKATA separately, as per tender stipulation. Bidders are requested to submit Tender fee through online RailTel E-wizard Portal (<a href="https://kopt.enivida.in/">https://kopt.enivida.in/</a>).</p> <p>Otherwise, the fee can also be submitted through Demand Draft/ Pay Order/ Banker's Cheque/ NEFT (Account details for NEFT- Name: Syama Prasad Mookerjee Port, Kolkata Name of the Bank: Indian Overseas Bank, Account No.: 067502000000491, Type of Account: Current, A/c Address of the Branch: STRAND ROAD BRANCH KOLKATA – 700 001, IFSC CODE IOBA0000675, MICR CODE 700020006).</p> <p>Scanned copy of the Tender fee payment is required to be submitted along with the bid offer. The original Tender fee instrument shall be submitted within 3 days from the closing of online submission of tender.</p> <p>Recognized MSMEs (Udyam registration) and Startups (DPIIT certificate of recognition) are exempted from submission of Tender Document Fee.</p> <p>If MSMEs intend to participate in the tender, for the items they are not registered during Udyam registration, then they will have to deposit tender document fee.</p> <p>In case of failure of submission of Tender fee as applicable, the bid will be summarily rejected, treating the same as non-responsive.</p>

<b>F. Tendering authority</b>	Secretary-I/c,SMPK
<b>G. Important Timelines</b>	
Date of NIT available to parties to download	29-09-2021; 10 AM onwards
Last date of submission of Pre-Bid queries to SMPK in writing over email	04-10-2021
Date & time of Pre-bid meeting	07.10.2021;15:30 hrs (Video Conference through Zoom. Link will be shared on request through e-mail / subsequently)
Date of uploading replies to Pre-bid queries	11.10.2021
Date of starting of online submission of bid (Techno-commercial Bid & price bid)	14.10.2021
Last Date and time of closing of online submission of Bid	28.10.2021 upto 14:00 hrs
Date and time of opening of Techno-commercial bid	28.10.2021 at/after 15:00 hrs
Date and time of Technical Presentation, if any	To be informed separately by letter or E-mail.
Date and time of opening Price bid	To be informed separately by letter or E-mail

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

**(S. K. Dhar)**  
**Secretary (I/C)**

**3. Eligibility/Pre-Qualification Criteria**

The eligibility criteria shall be as follows:

S#	Eligibility Criteria	Document Required
1.	<p>The company should be a registered company in India under the Companies Act, 1956 or a partnership firm registered under LLP Act, 2008 or Partnership Firm under Partnership Act, 1932 and Registered with the Goods and Service Tax Authorities. Should have been operating for the last three financial years (2018-19, 2019-20, 2020-21).</p> <p>(In case of mergers / acquisition / restructuring or name change, the date of establishment of the earlier / original partnership firm/limited company will be taken into account).</p>	<p>1. Copy of valid certificate of incorporation. 2. Partnership Deed/ Agreement 3. Copy of Goods and Service Tax Registration Certificate</p>
2	<p>The bidder organization should have achieved an average annual turnover of INR 17,00,000 (Rupees Seventeen Lakhs) over the last three financial years.</p>	<p>1. Company's Annual Reports, Audited Balance Sheet and Profit and loss account for last 3 years (i.e. 2018-19, 2019-20, and 2020-21). 2. In case audited balanced sheet for FY 2020-21 is not available Chartered Accountant Certificate with UDIN registration regarding turnover for FY 2020-21 may be submitted.</p>
3	<p>The bidder should not have been blacklisted/ debarred/ deregistered/ banned by SMP Kolkata or any Govt. / Quasi-Govt. / Public Sector Undertakings. If found, the bid shall be disqualified.</p>	<p>Affidavit/Self Declaration</p>
4	<p>The bidder organization should be operating from an office at Kolkata.</p>	<p>Copy of Property Tax/ Municipal Authority Tax/ Electricity Bills.</p>
5	<p>Experience of having completed/ongoing similar works during the last 7 years ending till 31<sup>st</sup> March 2021, should be either of the following:</p> <p>a) 3 (three) similar works, each costing not less than INR 22,64,000 (excluding GST) or equivalent;</p> <p align="center">Or</p> <p>b) 2 (two) similar works, each costing not less than INR 28,30,000 (excluding GST) or equivalent;</p> <p align="center">Or</p>	<p>Copy of Work Order and Completion/Performance Certificate , clearly mentioning the scope of the work and cost of the project.</p>

	c) 1 (one) similar works, costing not less than INR 45,28,000 (excluding GST) or equivalent.	
Similar work experience shall mean experience of setting-up and carrying out “Helpdesk Solution based on automatic call dispatching with an IT Service Management (ITSM) compliant ticketing tool inSupply-chain sector in any Govt./ Semi-Govt./ PSUs/ private organizations.		
6	The bidder should be certified with CMMI-SVC v1.3 or v2.0	Copy of Certification
7	The bidder should be certified with ISO 27001 to comply the requirements of Information Security.	Copy of Certification

#### **4. Tender Authority**

Secretary-I/c,  
Kolkata Dock System,  
Syama Prasad Mookerjee Port, Kolkata  
Kolkata-700001INDIA  
E-mail: [secretary@kolkataporttrust.gov.in](mailto:secretary@kolkataporttrust.gov.in) /  
[sumanc@kolkataporttrust.gov.in](mailto:sumanc@kolkataporttrust.gov.in)  
Website: <https://smpportkolkata.shipping.gov.in>

#### **5. Instructions to Bidders**

- 5.1** Tender with supporting documents shall be submitted online as stipulated in the tender.
- 5.2** The bidder before filing and submitting the Tender is expected to thoroughly examine the Tender Documents including all instructions, forms, terms, specifications, schedules and reference drawings. Failure/omission to furnish this information required by the tender Document on submission of a bidder which is not substantially responsive to the tender requirement will result in the rejection of such tender.
- 5.3** Mere downloading of Tender Document shall not mean that a particular Bidder will be automatically considered qualified and their bid will be entertained. Such qualifications will be reviewed at the time of evaluation of bids.
- 5.4** In case there is an unscheduled Holiday / Bandh / Strike/ COVID-19 Lockdown on the prescribed last date of submission, the next working date will be treated as the scheduled prescribed day for the same.
- 5.5** Tender Document (Non-transferable) will be available in the website: [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)/RailTel E-wizard Portal. Parties downloading the tender document from SMP, Kolkata's website should ensure submission of either the Receipt from Treasurer, SMP, Kolkata or Demand Draft towards Tender Fee, failing which the tender will not be considered.

**5.6** SYAMA PRASAD MOOKERJEE PORT, KOLKATA reserve the right to reject any/all tenders or to accept any tender in whole or in part without assigning any reason whatsoever.

**5.7** Further amendments, if any, would also appear in the same website.

## **6. Mode of Submission of Bid**

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

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

Part-I (will contain the copy of the following documents:

- a. Brief particulars of the Firm containing company's trade license in Kolkata.
- b. Summary and copy of credentials [Work Order and Completion/Performance certificates] relating to details of Similar Works previously carried out/ ongoing by the firm with value & period of each work.
- c. Audited Balance Sheet and Profit and Loss Account for last 3 years (i.e. 2018-19, 2019-20 and 2020-21).
- d. Treasury Receipt (TR) of the cost of bid document or Original Bank Draft / Bankers Cheque payable to 'SYAMA PRASAD MOOKERJEE PORT, KOLKATA'.
- e. A separate letter addressing Secretary, Syama Prasad Mookerjee Port, Kolkata confirming that the tenderer has accepted all terms and conditions laid down in the Bid document.
- f. Details of Supervision and Liaison set up planned to be used for supervision and co-ordination of the work.
- g. Signed blank copy of Price Bid format.
- h. Form of Tender duly filled in bidder's Letter Head (Format in GCC).
- i. A declaration that the firms / group of companies have not been debarred / delisted by any Govt. / Quasi-Govt. / Public Sector Undertakings.
- j. Authentic documents relating to registration under GST Authority and ESI Authority as applicable.
- k. Provident Fund Registration Certificate as applicable.
- l. A declaration from the bidder that he or she will not be associated with any other bidding firms or company for the same work.
- m. Power of attorney in connection with signing the tender document. (original is to be submitted later)
- n. Memorandum & Article of Association in case of Limited Company.
- o. The Partnership Deed in case of Partnership firm.
- p. Partnership Agreement under Liability Partnership Act.
- q. All form and formats duly filled in as given at Appendixes.
- r. Copy of PAN/TAN
- s. Copy of GSTN
- t. Details of the firm as per Appendix-4 (in Part-I) of the tender document duly filled up.

- 6.1.1** The contractor shall submit the documents as per the Check List above (Clause-5.1) at the time of submission of the bid online. **However, the bids will be summarily rejected without any reference to the bidder if the documents mentioned against Sl. No. a, b, c, d, e, p, q and r as applicable, are not submitted with the bid.**
- 6.1.2 THE DOCUMENTS UPLOADED BY BIDDER(S) WILL BE SCRUTINISED. IN CASE ANY OF THE INFORMATION FURNISHED BY THE BIDDER IS FOUND TO BE FALSE DURING SCRUTINY, IT SHALL BE CONSIDERED THE BREACH OF BID SECURITY DECLARATION. PUNITIVE ACTION INCLUDING SUSPENSION AND BANNING OF BUSINESS CAN ALSO BE TAKEN AGAINST DEFAULTING BIDDER(S). The original documents will have to be produced/shown by the bidder to SMP, Kolkata, as and when required, failure of compliance may lead to rejection of bid.
- 6.2 Part-II (Price Bid), price shall be quoted online as per the format without any condition or deviation.
- 6.3** Deadline for submission of Tender :-The completed tender shall be submitted online within the prescribed date as indicated in the SOT.

## **7. Other Instructions**

- 7.1 Bidders are advised to submit quotation based upon technical specification, terms and conditions, Scope of Work contained in the Bid Documents and General Conditions of Contract (GCC) and not to stipulate any deviation. The General Conditions of Contract of SMP, Kolkata shall be applicable wherever relevant. The GCC may be downloaded from SMP, Kolkata website (<https://kolkataporttrust.gov.in/>), 'Homepage - Rule and Regulations - Non-Service Regulations'- 'General Conditions of Contract- Forms and Agreements'.
- 7.2 SYAMA PRASAD MOOKERJEE PORT, KOLKATA will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.
- 7.3 The work is to be done as described in Bid Document. The bidders who need clarifications on any specific issue shall inform the Engineer in writing well in advance of the date of pre-bid discussion at the address given in the next clause.
- 7.4 The bidders are advised to examine the tender documents carefully and if the bidders find any discrepancy or omission in the Bid Document or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer before the Pre-bid meeting. No individual reply to the above will be sent but general clarification will be uploaded after considering the same in the Pre-bid meeting. No interpretations shall be made by any Bidder as to the meaning, if any, of the provisions of the Bid documents on the basis of verbal communication. Every request for any clarification/ interpretation shall be in writing, addressed and forwarded to the Engineer who shall be the point of contact at the following address:

Secretary,  
Kolkata Dock System,  
Syama Prasad Mookerjee Port, Kolkata  
Kolkata-700001 INDIA  
E-mail: [secretary@kolkataporttrust.gov.in/](mailto:secretary@kolkataporttrust.gov.in)  
[sumanc@kolkataporttrust.gov.in](mailto:sumanc@kolkataporttrust.gov.in)  
Website: <https://smpportkolkata.shipping.gov.in>

- 7.5 The bidders may please note that 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 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.

- 7.6 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.
- 7.7 Fax/e-mail offers/ physical offer will not be considered. Bidders should prepare their Bid themselves. Bids prepared by agents will not be recognized. SMP, Kolkata will not be liable for any financial obligation in connection with any work until such time SMP, Kolkata communicates to the successful bidder in writing its decision to entrust the work (covered by the Bid document).
- 7.8 Amendment of Tender Documents.

At any time prior to the deadline for the submissions of tenders, SMP, Kolkata may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Tenderer / bidder, modify the Tender Documents by issuance of addenda, which shall be in writing and shared accordingly. Such addenda will form part of their Tender. The Tender Document shall be deemed to be amended only by way of the amendments mentioned above. Any other communication issued to the Tenderers / bidders shall not be construed as amendment to the Tender Document.

- 8.0 Earnest Money Deposit - Bid Security Declaration** :-The bidders shall be required to submit a bid security declaration as per given format (annexure I) in lieu of submission of EMD.

**9.0 Security Deposit**

The successful tenderer shall have to submit Security Deposit amount computed as per the undernoted percentage in Demand Draft or in the form of Bank Guarantee as per the format as stipulated in GCC in favour of 'SYAMA PRASAD MOOKERJEE PORT, KOLKATA' from a Nationalized Indian Bank with branch at Kolkata. 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 Calcutta High Court. In case of Bank Guarantee, the same shall remain valid for 3 months after the final expiry of the contract. The Security Deposit will be released within 90 days after successful completion of the contract period. SMP Kolkata shall have the right to ask for the extension of the above Demand Draft/Bank Guarantee till such time the Contractual obligations are fulfilled and the Contractor will be duty bound to extend the same.

<b>Security Deposit</b>
3% of the value of the contract, i.e, Rs.1,69,800/-

- 9.1 Security Deposit should be submitted within 20 calendar days, on receipt of Letter of Acceptance and a formal agreement is to be executed immediately thereafter as per format provided in GCC. In all cases, any dispute will be adjudicated under the jurisdiction of The Calcutta High Court.
- 9.2. The Security Deposit shall be held by the Secretary, SMP Kolkata 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 subject to recovery of damage and / or loss incurred, if any, by SMP Kolkata due to default on the part of the contractor.

## **10. Instructions for Filling the Bids**

- 10.1 The bids can only be submitted in the name of the bidder.
- 10.2 The Bid and any annotations or accompanying documentation shall be in English language only and in metric system.
- 10.3 Bidders shall sign their proposal and all attached documents with the exact name of the firm who has downloaded the bid document.
- 10.4 Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or resolution or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. SYAMA PRASAD MOOKERJEE PORT, KOLKATA may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 10.5 The tender shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be completed free from ambiguity, change or inter-lineation.
- 10.6 Bidders should indicate at the time of quoting against this bid their full postal /e-mail address and telephone and fax numbers.
- 10.7 Bidders shall set their quotations as per BOQ format and without any qualifications.

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

10.9 SYAMA PRASAD MOOKERJEE PORT, KOLKATA reserves the right to ask any one of the bidders, who have submitted their price quotations to submit a break-up of the submitted prices with adequate justification to establish for each such component. Bidders shall confirm in writing in the form of Tender that should SYAMA PRASAD MOOKERJEE PORT, KOLKATA deem it necessary to ask for such a break up of quoted price, they will be duty bound to do so as requested by SMP, Kolkata and they shall be further duty bound to provide justification to the same, failing which or if their justification of prices are found unacceptable to SMP, Kolkata, their Tender may be cancelled by SYAMA PRASAD MOOKERJEE PORT, KOLKATA.

10.10 Bids by Joint Venture (JV)/ Consortium are not allowed.

### 11.0 Evaluation and Pricing of the bid

11.1 Technical Evaluation parameters and marking :-

<b>Sl. No</b>	<b>Criteria/Parameter</b>	<b>Max. Marks</b>
1A	<p>No. of similar works executed by the bidder within last 7 years ending on 31.03.2021</p> <p>Minimum 3 projects-05 marks                      4-6 Projects-08 marks                      7-10 Projects-12 marks                      &gt;10 Projects -15 marks</p> <p><b>The term "Similar Works" has been defined under Section 3 ( Eligibility/ Pre-Qualification Criteria) of this NIT.</b></p>	15
1B	<p>Total Project Value of completed "Similar Works" Handled within last 7 years ending on 31.03.2021:</p> <p>80% - 100% of Estimated Cost – 7                      &gt;100% and &lt;125% of Estimated Cost- 10                      &gt;125% and &lt;150% of Estimated Cost- 12                      &gt;150% and &lt;200% of Estimated Cost-15                      &gt;200% and &lt;300% of Estimated Cost- 20                      &gt;300% and upto400% of Estimated Cost- 25                      &gt;400% of Estimated Cost- 30</p> <p><i>The term "Similar Works" has been defined under Section 3 ( Eligibility/Pre-Qualification Criteria) of this NIT.</i>  <i>The estimated cost excluding GST is indicated at Section 2(C)</i></p>	30
2	<p>Experience of executing at least 3 projects of <b>any nature</b> in Port Sector (Port / CFS / ICD)</p>	5
3	<p>Technical Presentation (Write-Up not more than 10 A4 pages) based on use of Tools &amp; Techniques, Skills, Sample of previous works, action plan, etc.</p> <p>The Bidder may be invited for Power Point presentation in front of Committee / Competent Authority for the presentation</p>	30

4	<p>Average Annual turnover during last 3 financial years ending on 31.03.2021</p> <ul style="list-style-type: none"> <li>• ranging from INR 17 lakhs to less than INR 20 lakhs – 5 Marks</li> <li>• ranging from INR 20 lakhs to less than INR 30 lakhs – 6 Marks</li> <li>• ranging from INR 30 lakhs to less than INR 50 lakhs – 7 Marks</li> <li>• ranging from INR 50 lakhs to less than INR 75 lakhs – 8 Marks</li> <li>• ranging from INR 75 lakhs to less than INR 1 crore – 9 Marks</li> <li>• ranging from INR 1 crore to less than INR 1.5 crore – 10 Marks</li> <li>• ranging from INR 1.5 crore to less than INR 2 crores – 11 Marks</li> <li>• ranging from INR 2 crores to less than INR 3 crores – 12 Marks</li> <li>• ranging from INR 3 crores to less than INR 4 crores – 13 Marks</li> <li>• ranging from INR 4 crores to less than INR 5 crores – 16 Marks</li> <li>• ranging from INR 5 crores and above – 20 Marks</li> </ul>	20
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11.2 For each technical proposal, the total points that can be awarded for the bidder is 100.

11.3 The Highest evaluated Technical Proposal (Th) shall be given maximum Technical Score (Ts) of 100. The formula for determining the technical score (Ts) all other proposal is calculated as follows

11.4  $T_s = 100 \times T/Th$ , in which “Ts” is the Technical Score, “Th” is the highest technical score given and “T” is the Technical Score of the proposal under consideration. The technical scores will be calculated up to 2 decimal points.

11.5 The minimum technical score (T) that Bidder requires to qualify for opening of the financial proposal is 70.

11.6 The lowest evaluated financial proposal (Fs) will be given a maximum financial score (Fm) of 100 points.

11.7 The formula for determining financial score of other proposal will be computed as follows:  $F_s = 100 \times F_m/F$ , in which “Fs” is the financial score, “Fm” is the lowest price, and “F” is the price of proposal under consideration. The financial scores will be calculated up to 2 decimal points.

11.8 The Proposal shall be ranked as per the combined technical (Ts) and Financial (Fs) score using the weights (T = the weight given to technical proposal (0.75); P = the weight given to Financial Proposal (0.25); T + P=1) as follows:

$S = T_s \times T + F_s \times P$  shall be the first ranked applicant (having the highest combined score). The Second rank applicant shall be kept in reserve and may be invited for negotiation in case first ranked bidder withdraws or fail to with the requirement specify with in RFP. In case the highest combined score is the same for more than one bidder, the bidder with the higher financial bid score will be the first ranked applicant

- 11.9 General: The Price Bid shall be quoted in and as per format of Price Bid and BoQ.
- 11.10 Currency of quotations : The bidder shall indicate the prices in Indian Rupees only. The bidder shall not quote in any currency other than Indian Rupees (INR).
- 11.11 Validity of Price Bid Price :- Price Bid shall be valid for acceptance for a minimum period of 180 (one hundred eighty) days from the date of opening of the tender.

## **12 Duties and Taxes**

- a. The prices quoted shall be as per BOQ including all statutory levies excluding GST.
- b. Supplier / Service Provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- c. The Supplier / Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions thereunder applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier / Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier / Service Provider and details available with SYAMA PRASAD MOOKERJEE PORT, KOLKATA, then payments to Supplier / Service Provider to the extent of GST relating to the invoice/s under mismatch may be retained from due payments till such time SYAMA PRASAD MOOKERJEE PORT, KOLKATA is not sure that accurate tax amount is finally reflected in the GSTN to SMP, Kolkata'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.
- d. SYAMA PRASAD MOOKERJEE PORT, KOLKATA (SMP, 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.
- e. Supplementary invoice/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.
- f. The purchase order/work order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.
- g. If any new taxes and duties, increase in existing taxes and duties are imposed by the central / state government and is applicable in this contract, these shall be paid by SMP, Kolkata in addition as the same are not included in the quoted rates.

**13 Acceptance of the Integrated Help Desk Solution :-**Commissioning of the Integrated Help Desk is subject to acceptance of solution by the Syama Prasad Mookerjee Port, Kolkata.

**14 Interpretation of Terms :-**In the Contract and specifications, the following words and expressions shall have the meanings as follows:

- 14.1 THE TRUSTEES - The expression 'THE TRUSTEES' means the Board of Trustees for the SMP, Kolkata.
- 14.2 THE CHAIRMAN means the Chairman of the Board and includes the person appointed to act in his place under Section 14 and 14A of the Major Port Trusts Act, 1963.
- 14.3 THE DEPUTY CHAIRMAN, Kolkata means the Deputy Chairman, KDS, or, as the case may be, a Deputy Chairman of a Board and includes the person appointed to act in his place under section 14 of the Major Port Trusts Act, 1963.
- 14.4 THE SECRETARY, KDS, SMP Kolkata – The expression 'The Secretary, KDS, SMP Kolkata' means the office holding that post under the Trustees and includes his successors in office.
- 14.5 THE ENGINEER - The expression 'The Engineer' means the Secretary, KDS, SMP Kolkata for the purpose of this contract only.
- 14.6 THE ENGINEER'S REPRESENTATIVE - The expression 'The Representative' means any officer or person from time to time deputed by the Trustees or Engineer of the Contract to act on their behalf for the purpose of this contract.
- 14.7 DAY - means duration of 24 hours commencing at 00.00 hours midnight till 24.00 hours and includes Sundays and Holidays.
- 14.8 MONTH – means English Calendar Month.
- 14.9 LETTER OF INTENT - "Letter of Intent" means the formal acceptance by SMP, Kolkata of the Tender.
- 14.10 TENDER - "Tender" means the Contractor's priced offer to SMP, Kolkata for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract.

**Special Conditions of Contract  
&  
Technical Specifications**

**15.0 General**

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

**16.0 Scope of Work :-**The selected Service Provider (SP) will have to perform the following scope of work:

- 16.1 Service provider shall establish a dedicated helpdesk cum call center based on automatic call dispatching with an IT Service Management (ITSM) compliant ticketing tool which shall provide information, support and grievance handling services to stakeholders like shipper, shipping agents, suppliers, contractors, port users etc. and shall support the workflow as mentioned above. The service provider will be responsible for entire setup including but not limited to civil work, interiors, IT and non-IT infrastructure, ticket management software, staff and public facilities, security arrangements, and access controls as per requirements (at their premises). The service provider shall be responsible for providing the infrastructure required for operation of the call centre at their premises.
- 16.2 The call center shall be started with 2 operators per shift for 24 hours a day and 7 days a week. Calls/tickets volume and peak load shall be analyzed at decided intervals and the number of operators in the shift/day may be adjusted accordingly e.g. an operator may be shifted to peak load shift from light load shift.
- 16.3 Pilot project duration: 6 Months from the date of Go Live.
- 16.4 The service provider has to make provision for a dedicated helpline number and email for this purpose.
- 16.5 The operators should be well versed with Bengali, Hindi and English languages.
- 16.6 The service provider shall be responsible for setting up of a backend system for logging the query tickets, sharing of ticket generation acknowledgement with user through email and SMS and assignment of ticket to the concerned department of the port. The port will nominate a nodal officer from each department who will forward the query to the concerned officer.
- 16.7 Once the ticket is resolved by the department, the service provider shall confirm with the user and close the ticket.
- 16.8 The system provided by the service provider shall be able to automatically escalate the ticket to the designated authorities (information to be shared by the port) if not resolved within defined duration.
- 16.9 The service provider is expected to draft formal process manuals and call flow to handle all types of complaints, grievance requests.
- 16.10 The service provider has to make provision of dashboard with analytics for various data trends and review of timely resolution of tickets. The service provider shall also provide login credentials to the designated Port officials for viewing the dashboard and other trends.

- 16.11 The service provider shall provide following reports to the port after every 7 days:
- a. Total queries received day-wise  
(This report shall provide information about number of level 1 and level 2 queries received in last 7 days. The report shall also include the user details (query-wise) – who raised the query -, whether query is level 1 or level 2, and assigned departments in case of level 2 queries. This shall also give a day-wise trend of queries.)
  - b. Total tickets logged day-wise  
(This shall provide information about tickets logged in the system against the received queries.)
  - c. Query load chart day-wise and hour-wise  
(This report shall provide information about peak hour and peak load volume in a day).
  - d. Ticket resolution summary  
(This report shall provide information about the tickets which have been resolved within SLA and the tickets which have gone to escalation matrix).

Other information:

1. Port, approximately, has more than 5,000 direct users.
2. Port shall provide the basic information for level 1 queries. Level 1 queries are those queries for which domain knowledge is not required. These queries can be answered directly by operators without forwarding the queries to the Port departments. Level 2 queries are those queries which require domain knowledge and need to be forwarded to Port departments for proper response.
3. The call center is not required to be setup at port premises.
4. Presently, consolidated database of users is not available.
5. Following are the tentative departments/divisions at Kolkata Dock and Haldia Dock for which nodal officers shall be nominated for receiving the queries: -

Sl. No.	Kolkata Dock Department/ Division
1	General Administration
2	Estate
3	Finance
4	Traffic
5	Marine
6	Hydraulic Study
7	EDP
8	Civil Engineering
9	Mechanical & Electrical Engineering

Sl. No.	Haldia Dock Department/Division
1	Administration
2	Estate
3	Finance
4	Traffic
5	Marine
6	Engineering

16.12 SP will ensure that suitable and sufficient manpower for the commissioning, go- live, daily execution and monitoring and maintenance of the solution is available throughout the project duration.

16.13 **Data Ownership:** SMP, Kolkata will have sole right on the data/ information and reports generated by proposed solution and SP will be bound to share complete data with SMP, Kolkata without any cost implication from day one. The selected bidder

must not share the data to any other party or agencies without prior permission of SMP, Kolkata and should maintain confidentiality as per GoI (Govt. Of India) IT acts and Cyber security policy & guidelines. At the end of the contract, the SP shall transfer all data of the entire solution/ project in a storage to be provided by SMP, Kolkata and the SP shall destroy all data stored in their cloud storage and system.

**16.14 Operation and Maintenance:**

- a) The contractor/ SP on its own cost and arrangement shall deploy required manpower (if any) for operation and maintenance the proposed solution. The contractor/SP shall at its own cost and arrangement promptly repair / replace or restore any of the associated resource or infrastructure or any part thereof which may be lost, damaged or destroyed.
- b) The SP shall at its own cost and arrangement obtain and maintain all required statutory clearances, permissions, spectrum or software license or any proprietary license as may be required by law for operation and maintenance of the proposed digital ecosystem.
- c) The SP shall comply with the requirements of all the Acts, Laws, Statutes, Bylaws, Rules and Regulations for the purpose of fulfilling all the obligations of the contract which shall include but not limited to the Major Port Trust's Act, 1963, the Indian Contract Act, the Dock Workers (Safety, Health & Welfare) Regulations, 1987, Motor Vehicles Act, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, Industrial Dispute Act, 1947, Shops and Commercial Establishment Act, Factory Act, 1948, Workmen's Compensation Act, 1923, ESI Act, 1948, Payment of Wages Act, 1963, Bonus Act, Employees Provident Funds & Misc. Provisions Act, 1952 etc. and such other applicable Central / State Acts from time to time and take such steps as may be deemed necessary in this regard. All of the Acts, Laws, Statutes, Bylaws, Rules and Regulations, mentioned above are intended to be illustrative, not exhaustive.
- d) In case of SMP, Kolkata assets/property/employee suffers damage or sustaining injury (fatal/non-fatal) as the case may be due to operation of proposed tracking solution/ system provided by SP, the contractor/ SP shall be solely accountable for all liabilities and losses thereof. In case of loss or damage of any property or any material belonging to SMP, Kolkata, the contractor shall immediately pay the required cost for making good the losses, as will be ascertained by SMP, Kolkata official, or in lieu thereof, the contractor may also repair / replace the damaged property to the satisfaction of SMP, Kolkata official, within the period to be indicated by SMP, Kolkata.
- e) In case of loss of life or injury caused to any person, the SP (Service Provider) shall immediately pay the required compensation (as may also be decided by the statutory / competent authority) to the affected party.

**Note:** In case of non-compliance with the above provisions, SMP, Kolkata will be at liberty to realize the cost of compensation from any amount due to the contractor.

- f) The SP shall allow SMP, Kolkata or any statutory authority to inspect the proposed solution and other associated infrastructure installed and operated by the contractor under the provisions of the contract at all / any point of time and

- take such action as may be directed by SMP, Kolkata or the said statutory authority with regard to any or all other associated infrastructure.
- g) The SP shall be responsible for payment of taxes, duties, cess, assessment or any other charges which may be levied by any statutory authority during the currency of the contract. If during the period of the contract, any new tax / duty / cess or any other charge is imposed/levied by the Government / any statutory authority having impact on the payable amount to the contractor only to the extent of the services to be rendered after commencement of contract, then the same would be paid by SMP, Kolkata to the contractor at actual on production of relevant proof.
  - h) SMP, Kolkata is covered by the “International Ship and Port Facility Security (ISPS) Code”. The general security of the entire dock area at KDS and HDC is provided by Central Industrial Security Force (CISF) as in existence now. However, if any localized security for the proposed solution and other associated infrastructure to be set up by the contractor inside the dock is required, the same is to be provided by the contractor at its cost, arrangement and liability.
  - i) The SP will be allowed to install telephone(s) and other communication arrangements within the dock area for communication purpose at its own cost and arrangement.
  - j) The SP shall have to obtain required permits for entry into the dock for its employees, workmen, security personnel, vehicles, tools and tackles, equipment and accessories etc. following the procedure of SMP, Kolkata. The required permits will be given free of cost only and RFID card and Tags will be given on chargeable basis.

**16.15 CONFIDENTIAL INFORMATION, SECURITY AND DATA:** The SP will promptly on the commencement of the contract period supply to SMP, Kolkata the following:

- a. Information relating to the current services rendered and performance data relating to the performance of sub-contractors in relation to the services;
- b. Documentation relating to Project’s Intellectual Property Rights;
- c. Project data and confidential information;
- d. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary in relation to the services under this NIT.

If there is any update and changes made during the contract, SP needs to submit the revised documents during the contact period.

**16.16 RIGHTS OF ACCESS TO PREMISES:** At any time during the contract period including extension period (if any), where assets pertaining to the services under this NIT are located at the SP's premises, the SP will be obliged to give rights of access to (or, in the case of Assets located on a third party's premises) SMP, Kolkata, and/or any authority/organisation/party, approved by SMP, Kolkata in order to make an audit and study of the assets/ systems.

### **17.0 Adequacy of the tender:**

The intending tenderers are expected to visit the sites and satisfy themselves on the actual site conditions before tendering. Whatever information given in the tender document is only

intended as a general guidance for the contractor and no warranty is given for the correctness of the same.

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

**18.0 Payment Terms :-**Payment will be released in sixequal instalments over the project duration of 6 months.

**18.1 Penalty Clause:**In case there is any software, Application, Cloud related failure of the solution the same should be attended and rectified within 2 hours from written communication to the SP. In case the failure is not rectified within 2 hours, the SP will have to pay to the trustee penalty from 3rd hour onwards an hourly proportionate value of the monthly payment.

**19.0 Time of Completion :-**The installation and commissioning of Integrated Helpdesk will have to be completed within 60 days from the date of acceptance of the work order.

**20.0 Liaison Officer :-**A Liaison Officer should be deployed by the SP for interacting /communicating with SMP, Kolkata. Such liaison officer shall have Mobile Phone in Kolkata with residential landline telephone facility.

**21.0** The General Conditions of Contract (GCC) of SMP, Kolkata shall be applicable wherever relevant. The GCC may be downloaded from SMP, Kolkata website (<https://kolkataporttrust.gov.in/>), 'Homepage - Rule and Regulations - Non- Service Regulations' - 'General Conditions of Contract- Forms and Agreements'.

## **22.0 Insurance**

The proposed solution and all other ancillary equipment may be insured with any reputed Indian Insurance company registered with IRDA at his own cost by the SP. SMP, Kolkata shall not be responsible in any manner for any accidental damages or loss occurred to the equipment/ assets of the proposed solution.

All persons deployed by the contractor/SP for the subject work shall be insured by the contractor/SP at his/ her own cost. SMP, Kolkata shall not be responsible in any manner for any accident to the personnel engaged by the Contractor or persons deployed (if any) during the operation and maintenance of the solution or otherwise.

## **23.0 Termination of Contract**

23.1 Without being liable for any compensation to the SP, the Trustees may, in their absolute discretion, terminate the contract after giving him a minimum one month's notice in writing, due to occurrence of any one or more of the following reasons and the decision of the Trustees in this respect, shall be final, binding and conclusive:

- a) If the SP fails to commence operation within 30 days from the date of issue of 'Work Order'. However, SMP Kolkata shall have the discretion to grant additional time if it is satisfied that the grounds for delay are beyond the control of the Contractor.
- b) The SP has abandoned the contract.
- c) The SP has failed to commence the works or has without any lawful excuse under these conditions, has kept the work suspended for at least 15 days despite receiving a written notice to proceed with the work.
- d) The SP is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
- e) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the SP to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
- f) The SP is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.

23.2 In all such cases of Termination of work, the Trustees shall have the power to complete the work through any other agency at the SP's risk and expense and the SP 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 SP, had he duly completed the whole of the work in accordance with the contract.

#### **24.0 Law of the Land**

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

24.2 The SP shall at all times observe and comply with all prevailing laws including regulations that are relating to works under the scope of the contract. The SP shall follow instructions in this regard given by SMP, Kolkata. The SP shall carry out his work strictly in a manner which shall not obstruct or endanger the usual operation of the Port.

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

**25.0 Compliance of Labour Act :-** The contractor shall comply with the Contract labour (Regulation and Abolition) Act, 1970, Employees State Insurance Act (if applicable),

Workmen's Compensation Act, 1923, Minimum Wage Act, 1948 and Employer's Insurance and any other Labour and other Laws in force as on date (contractor being deemed to be the employer in all cases).

## **26.0 Force Majeure**

- i) In the event of either party being rendered unable by 'force majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'force majeure', shall upon notification to the other party, be suspended for the period during which 'force majeure' event lasts. The cost and loss sustained by either party shall be borne by respective parties.
- ii) The term 'Force Majeure' as employed shall mean acts of God, earthquake, war, revolt, riot, fire, strike (excluding that of Contractor's Suppliers or Sub- Contractor's Employees) and hurricane. Time of performance shall be extended by the period of delay, which is directly caused by the 'force majeure'. Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable, as aforesaid, shall notify the other party in writing immediately but not later than 48 (Forty eight) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in supports of its claim.
- iii) Time for performance of the relative obligation suspended by the 'force majeure' shall stand extended by the period for which such cause lasts.

## **27.0 Interpretation of contract documents, disputes and arbitration**

- 27.1 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.
- 27.2 If the SP is dissatisfied with any such decision, he shall within 15 days after receiving notice of such award / decision, requires that the matter shall be referred to Chairman or BoT, SMP, Kolkata for taking a view on the dispute.
- 27.3 If there is still no settlement as mentioned at Clauses – 27.1 & 27.2, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 including all amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. In respect of dispute resolution through Arbitration, the Arbitrator will be appointed by the Chairman, SMP, Kolkata from the list of the empaneled Arbitrators of SMPK. 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.

- 27.4 Notwithstanding anything contained herein above, Employer also reserve the right to invoke arbitration in all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract etc.
- 27.5 The place/ jurisdiction of arbitration shall be in Kolkata, West Bengal, India.
- 27.6 The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid equally by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the successful Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the Party.
- 27.7 Pending the submission of and / or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.
- 27.8 The request for arbitration, the answer to the request, the terms of reference, any written submission, any order and ruling shall be in English language and if oral hearings take place, English shall be the language to be used in the hearing.
- 27.9 Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

**Provided always as follows:**

- a) The SP shall have to raise disputes or differences of any kind whatsoever, in relation to the execution of the work 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 SP after submission of certificate in form G.C.3 by him.
- c) SP's claim/dispute raised beyond the time limits prescribed in Sub- clauses (a) & (b) herein above, shall not be entertained by SMP Kolkata and / or by any Arbitrator, subsequently.

**Bill of Quantities**

Preamble to Bill of Quantities

**28.0 General**

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

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

28.3 The rates quoted shall be in both figures and words and that in words shall prevail.

**29.0 Abstract of Estimate:**

**BOQ:**

**Part-A**(Monthly Fixed Cost, taking into consideration all costs involved, including project management cost, excepting operator resource costs involved indicated in Part-B)

Sl. No.	(Unit)	Monthly Fixed cost per month (INR)[Excluding GST]	Total Monthly Price (INR) [Excluding GST]
(a)	(b)	(c)	(d)
1	1		

Total Monthly Price of Part-A {Column (d) = Column (b) x Column (c)}

**Part-B** (Monthly Operator resource cost, excluding all costs indicated under Part-A):

Sl. No.	Description	Quantity (Unit)	Unit Operator resource cost per shift basis of 8 hrs duration(INR)	Total Monthly Price (INR)
(a)	(b)	(c)	(d)	(e)
1	Operator resource cost per shift basis of 8 hrs duration.	180 [2+2+2= 6 heads] x 30 days		

Total Monthly Price of Part-B {Column (e) = Column (c) x Column (d)}

Evaluated Price (excluding GST)= Summation of Total Monthly Price of Part-A and Total Monthly Price of Part-B

For evaluation purposes the scenario of 2 operators manning the helpdesk per 8 hr shift per day will be considered to arrive at the evaluated price [6 man-shifts x 30 days = 180]

Notes:

1. The above rates will include all taxes and duties except Goods and Service tax and no change will be entertained during the contractual period. GST will be paid extra, as applicable.
2. The quoted price will be valid for entire duration of 6 months contract from Go Live.
3. SMP Kolkata will start the helpdesk solution with 2 operators per shift per day basis. However, SMP Kolkata at its discretion and as per the situation may change/switch the operator per shift from minimum 1 to maximum 3 by giving a notice of 7 working days.
4. In such dynamic scenarios, mentioned at Notes (3) above, operator resource cost shall be computed as per rate offered / agreed to / accepted, under Sl. No. 1 of Part B and payment shall be made on actual manning decided by SMP Kolkata.



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

THIS AGREEMENT made this .....day of.....200..... between the Board of Trustees for the Syama Prasad Mookerjee Port, a body corporate constituted by the Major Port Trusts 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 / constructed , viz. .... and have accepted a Tender / Offer by the Contractor for the execution and maintenance of such work NOW THIS AGREEMENT WITNESSETH as follows :

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.

- (a) The said Tender / Offer & the acceptance of the Tender / Offer
- (b) The General Conditions of Contract
- (c) The Special Conditions of Contract (d) The Conditions of Tender
- (e) The Technical Specifications
- (f) The Schedule of Rates
- (g) The Terms of Payment
- (h) All correspondence by which, the contract is added, amended, varied or modified in any way by mutual consent.

3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Trustees to execute and maintain the work in conformity in all respects with the provisions of the contract.

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

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

Contractor /SP

Secretary,  
Kolkata Dock System  
Syama Prasad Mookerjee Port, Kolkata

Witness

1.....

2.....



APPENDIX- 1

Format For Power Of Attorney For Signing of Tender

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

Dated: \_\_\_\_\_

POWER OF ATTORNEY

To whomsoever it may concern

Mr. \_\_\_\_\_ [Name of the Person(s)], residing at  
\_\_\_\_\_ [Address of the person(s)], acting as  
\_\_\_\_\_ (Designation of the person and name of the firm), and whose  
signature is attested below, is hereby authorized on behalf of  
\_\_\_\_\_ [Name of the Tenderer] 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 MOOKERJI PORT, KOLKATA (SMP, Kolkata) 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 Tendererwith Seal)

**Details Of Financial Capability of the Tenderer**

(In Rs. Crore)

<b>Applicant Type</b>	<b>Annual Financial Turn Over</b>
	Average on last 3 years
Tenderer	

Instructions:

1. The Tenderer should submit its details in the appropriate column.

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

**Name:** .....

**Designation:** .....

**Date :** .....

**Seal**

**CERTIFIED BY**

**Name of Chartered Accountant Firm .....**

**Registration No. & other details .....**

**Name of the Signatory .....**

**Signature .....**

**Designation .....**

**Date**

**Covering Letter**

**Dated:**

To,  
Secretary  
SYAMA PRASAD MOOKERJI PORT, KOLKATA,

Dear Sir,

1. I/we, \_\_\_\_\_ (Name of tenderer) having examined the Tender Document and understood its contents, hereby submit our tender for ..... at SYAMA PRASAD MOOKERJI PORT, KOLKATA.
2. All information provided in the tender including Addenda and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.
3. I/We shall make available to SYAMA PRASAD MOOKERJI PORT, KOLKATA (hereinafter referred to as SMP, Kolkata) any additional information it may find necessary or require to supplement or authenticate the Tender
4. I/we acknowledge the right of SMP, Kolkata to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/we also certify the following
  - a. I/we have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind
  - b. I/we certify that in the last three years, I/We our associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority/entity nor have had any contract terminated by any public authority / entity for breach on our part.

6. I/we declare that:
- a) I/we have examined and have no reservations to the Tender Document, including the Addenda issued by SMP, Kolkata thereon.
  - b) I/we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.
7. I/we understand that SMP, Kolkata reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
8. \_\_\_\_\_ ( Name of Tenderer) hereby undertakes that I/we will abide by the decision of SMP, Kolkata in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by SMP, Kolkata in this regard.

Thanking you,

Yours faithfully,

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

**Name: .....**

**Designation: .....**

**Date : .....**

**Seal**

Appendix-4

(To be submitted with Part-I of Offer)

SHEET – 1

The Bidders are also requested to furnish the following particulars: -

A) In case of Limited Company -

- 1) Name of Company :
- 2) Address of its present registered office. :
- 3) Date of its incorporation :
- 4) Full name and address of each of its Directors – any special particulars as to Directors if desire to be stated. :
- 5) Name, address and other necessary particulars of Managing Agents, if any appointed by the Company. :
- 6) Copies of Memorandum, Articles of Association (with the latest amendments, if any). :
- 7) Copies of audited balance sheets of the Company for the last **three years**. :

B) In case of a firm -

- 1) Name and address of the firm. :
- 2) When business started :
- 3) If registered a certified copy of certificate of registration. :
- 4) A certified copy of the Deed of Partnership. :
- 5) Full name and address of each of the partners and the interest of each partner in the partnership – any special particulars as to partners if desired to be stated. :
- 6) Whether the firm pays income tax over Rs.10, 000/- per year. :

**Appendix-4**  
**(To be submitted with Part-I of Offer)**  
**SHEET – 2.**

C) In case of an Individual:

1) Full name and address of the Bidder any :  
special particulars of the Bidder if desired to  
be stated.

2) Name of the father of the Bidder. :

3) Whether the Bidder carries on business in  
his own name or any other name. :

4) When business was started and by whom. :

5) Whether any other person is interested in  
the business directly or indirectly, if so,  
name and address etc. of such persons and  
the nature of such interest. :

6) Whether the Bidder pays Income Tax :  
over Rs.10, 000/- per year.

Dated:

(Full signature of Bidder)