

**TENDER NO. MRN/CH/DRW/277/21**

**DATED: 23.12.2021**

**SYAMA PRASAD MOOKERJEE PORT, KOLKATA**

**MARINE DEPARTMENT**

**CHIEF HYDROGRAPHER SECTION,**

**15 STRAND ROAD,**

**KOLKATA – 700001**

**PHONE: + 91-33-7101 2378/ 7101 2343**

**EMAIL: [dychydro@kolkataporttrust.gov.in](mailto:dychydro@kolkataporttrust.gov.in)**

**WEBSITE: <https://smportkolkata.shipping.gov.in/>**

**TENDER FOR**

**SUPPLY, INSTALLATION AND COMMISSIONING OF 1 NO. REAL TIME KINEMATIC (RTK) POSITIONING SYSTEM SET (CONSISTING OF 1 BASE UNIT & 1 ROVER UNIT) AND 7 YEARS COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT AFTER 1 YEAR MANDATORY WARRANTY, UNDER MARINE DEPARTMENT OF SMP, KOLKATA**

**Bid Document Fee: ₹1,770/- (including GST)**

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## Notice Inviting Tender

TENDER NO. MRN/CH/DRW/277/21

DATED: 23<sup>rd</sup> December 2021

Sealed Tenders are invited for supply, installation & commissioning of 1 no. Real Time Kinematic (RTK) positioning system set (consisting of 1 base unit & 1 rover unit) along with all accessories and providing 7 years comprehensive annual maintenance plan after mandatory 1 year warranty period under Marine Department of Syama Prasad Mookerjee Port, Kolkata.

The tenders are invited under single part two cover systems i.e. covers containing Techno-commercial bid and Price bid. Estimated value of the work is ₹ **27,43,500/-**, excluding GST, for a period of (1 + 7) years.

The document can be seen from <https://kopt.enivida.in>. Corrigendum or clarification, if any, shall be hoisted on the mentioned website only. The tender is also published on SMPK website <https://smporkolkata.shipping.gov.in/>.

## Schedule of Tender

a	TENDER NO.	MRN/CH/DRW/277/21 dated 23.12.2021
b	MODE OF TENDER	<b>e-Procurement System</b> Online, single part, two cover system: one containing 'Techno-commercial Bid' and other containing 'Price Bid', through Enivida 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 will be accepted.
c	Availability of NIT in SMP, Kolkata website and Enivida portal.	From 24.12.2021 to 24.01.2022 (Up to 1800 hrs)
d	Pre-Bid Meeting Date & Time (offline)	On 31.12.2021 at 1200 hours in the room of DMD at 15, Strand Road, Kolkata - 700001
e	Pre-Bid Meeting closing Date & Time (offline)	On 31.12.2021 at 1300 hours
f	Estimated Cost of Work	<b>₹27,43,500/-</b> (Rupees Twenty-Seven Lakhs Forty-Three Thousand Five Hundred only), excluding GST, for a period of (1 + 7) years
g	Earnest Money Deposit	The bidders are not required to deposit 'Earnest Money Deposit' (EMD). Instead, they will need to submit a 'Bid Security Declaration' as per <u>Annexure – VI</u> .
h	Bid Document Fee	The intending bidders should submit the tender cost of ₹1,770/- (Rupees One Thousand Seven Hundred & Seventy Only), inclusive of 18% GST, through DD / Banker's Cheque in favour of Syama Prasad Mookerjee Port, Kolkata on any scheduled / nationalised bank payable at Kolkata, otherwise their offer will be summarily rejected.
i	Railtel Tender Processing Fee (Non-refundable) Mode of Payment: E-payment Only through Debit / Credit Card or Net Banking.	TPF – 0.1% of estimate cost (Minimum: 750/- Maximum: 7500/- +GST)  Registration Charges: ₹2000/- + applicable GST per year
j	Start date of submission of online Techno-commercial Bid and Price Bid at Enivida portal	24.12.2021 (From 1830 hrs. onwards)

k	Last date of submission of online Techno-Commercial Bid & Price Bid at Enivida portal	24.01.2022 (Up to 1700 hrs.)
l	Date & time of opening of Techno-commercial bid & Price Bid	25.01.2022 (1130 hrs.) In case of General strike / Bandh or unprecedented cease work, the time of opening of the bids will be automatically extended to 1130 hrs. of the next working day of SMP, Kolkata.

**Director, Marine Department**  
**Tender Inviting Authority**

## SECTION – A: Important Instructions for e-Tender

Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version 8 or above, and Java 8 Update 151 or 161.

Further, bidders are requested to go through the following information and instructions available on the Enivida Portal <https://kopt.enivida.in/> before responding to this e-tender:

- Bidders Manual Kit
- Help for Contractors
- FAQ

### Contact Persons (Syama Prasad Mookerjee Port, Kolkata):

1. Capt. C. Panja, Chief Hydrographer (I/C) – 9836298675 – [dychydro@kolkataporttrust.gov.in](mailto:dychydro@kolkataporttrust.gov.in)
2. Capt. P. Maitra, Commodore – 9432673349 – [probodh@kolkataporttrust.gov.in](mailto:probodh@kolkataporttrust.gov.in)

### Contact persons (Enivida Portal):

Phone No.7278929467/ 8448288981

Mail id: - [enividahelpdesk@gmail.com](mailto:enividahelpdesk@gmail.com) / [ewizardkumar@gmail.com](mailto:ewizardkumar@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.	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
4.	No deviation to the technical and commercial terms & conditions are allowed.
5.	The bidders must upload all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the tender shall not be considered.
6.	The bid will be evaluated based on the filled-in technical & commercial formats.
7.	Bidders should have fully read and understood the entire Tender Document, Corrigenda and Addenda, if any, and GCC, downloaded from the given websites under the instant e-tender and no other source, and should comply with the said documents without any deviations. A declaration in this regard is to be made by the bidder ( <i>Annexure – VII</i> ).
8.	(A) Tender will be opened electronically on specified date and time as mentioned in the NIT. Bidders can witness electronic opening of Bid. (B) Necessary addenda / corrigenda (if any) of the tender would <i>only</i> be hoisted in the Enivida Portal.

## SECTION – B: Commercial Terms & Conditions

1. Mere participation in the tendering process will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids as detailed in this document.
2. Due date of submission of tender will not be extended under any conditions.
3. Copy of valid NSIC Certificate or MSME Certificate under MSME Development Act has to be submitted along with the bid.
4. The Terms and Conditions of Tender shall be read in conjunction with the **General Conditions of Contract** (available in SMP, Kolkata website > Rules & Regulations > Non-service Regulations), Specifications, Format of Price Bid and other documents forming part of this Contract wherever the Contract so requires.
5. The several documents forming the Contract shall be taken as mutually explanatory to one another and in case of any discrepancies, the Format of Price Bid shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract of SMP, Kolkata. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Director, Marine Department, SMP, Kolkata, thereon shall be final and binding upon all parties.
6. The Trustees are not bound to accept the lowest or any tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.
7. The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the Calcutta High Court.
8. Intending bidders must take into account any and all cost or expense incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.
9. Bidders are advised to get themselves thoroughly familiarized with the site conditions etc. before submission of the tender. Non-compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.
10. **Validity:** The tender shall remain open for acceptance for a period of 180 (one hundred and eighty days) from the date of opening of the price bids. If the bidder amends his quoted rates or tender before expiry of this validity period, making them unacceptable to the Trustees and / or withdraws / modifies his tender, they will be suspended for three (3) years from participation in any tender as per the Bid Security Declaration (Annexure – VI) given by the bidder.
11. During Techno-commercial Evaluation, an offer shall be considered non-responsive in case:
  - It is not accompanied by duly filled-in Bid Security Declaration / valid NSIC Registration Certificate / MSME Registration Certificate;
  - It is not accompanied by requisite tender paper cost;
  - The validity of the offer is less than tender stipulation;

- The firm does not meet the Pre-Qualification Criteria as stipulated in the NIT;
- The bidder submits conditional offer / imposes own terms and conditions / does not accept tender conditions completely / offer or tender is submitted with any deviation from the tender terms & conditions;
- If all the documents required, as per NIT, are not submitted.

In addition to above, a bidder may be disqualified if —

- The bidder provides misleading or false information in the statements and documents submitted;
- There exists record of unsatisfactory performance during the last 7 years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delay / incompleteness, or financial bankruptcy, etc.

**The decision of SMP, Kolkata in this regard shall be final and binding on the bidder.**

12. **Security Deposit:** Successful bidder will submit Security Deposit for a sum equivalent to **3% of the total evaluated value** as per price bid of the tender, as accepted by SMP, Kolkata, through a Demand Draft or in the form of Bank Guarantee as per the format provided (*Annexure – II*) in favour of Syama Prasad Mookerjee Port, Kolkata from a National / Scheduled 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 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 60 days after successful completion of the contract period.

In the event of the successful bidder failing to execute the work within the stipulated period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order may be cancelled at the option of the Trustees', apart from other actions.

13. The bidder shall quote his price as per the Format of Price Bid (*Section – E*).
14. The bidder shall state clearly his quoted rates both in figures & words. In case of discrepancy in figures and words, the amount in words will be treated as final.
15. Price(s) quoted should remain firm over the contract period.
16. All taxes & duties are deemed to be included in the quoted rate except GST as applicable.
17. **Evaluation Criteria:** As detailed in the Format of Price Bid (*Section – E*).
18. **Payment:** Please refer to Clause 7.0 of Scope of Work (*Section – D*) for details about submission of bills and payment.
19. **Jurisdictions of Court:** The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Calcutta High Court.
20. **Micro & Small Enterprises (MSEs) registered with NSIC**



- a) Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) or MSME are exempted from depositing Cost of Tender Document having valid NSIC Certificate for MSEs along with DIC's (District Industries Centre) Certificate. Copy of valid NSIC Certificate for MSEs along with DIC's (District Industries Centre) Certificate has to be submitted along with the bid.
  - b) If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit the cost of Tender Document as per NIT, otherwise their offer will not be considered.
21. **Bid Document Fees:** ₹1,770/-. Tenders submitted without Bid Document Fee are liable to be rejected. Bid document fee is to be submitted physically within 3 days from the closing of submission of tender in an envelope marking Bid Document Fee superscribing the tender number on the envelope.
22. **Earnest Money Deposit:** The bidders are not required to pay Earnest Money Deposit (EMD). Instead, they will need to submit a **Bid Security Declaration** (*Annexure – VI*), accepting that if bidders withdraw or modify their bids during the period of validity, they will be suspended for 3 (three) years from participation in any tender of SMP, Kolkata.

## SECTION – C: Techno-Commercial Bid

### 1.0 Pre-qualification Criteria

The prequalification criteria will be as given below and the bidder is required to upload the **scanned copies** of the following documents as part of its Techno-commercial bid:

- I. Self-certified true copy of Work Orders & Work Completion Certificates for similar nature of work carried out in Government / semi-government/ statutory local bodies/ reputed private organizations during the **last 7 (seven) years** ending last day of month previous to one in which NIT is invited and the experience should be **either** of the following as detailed below:
  - a) **03 (Three)** completed works each costing not less than **40%** of the estimated amount put to tender for one year i.e. **₹10,97,400/-**;
  - b) **02 (Two)** completed works each costing not less than **50%** of the estimated amount put to tender for one year i.e. **₹ 13,71,750/-**;
  - c) **01 (One)** completed work costing not less than **80%** of the estimated amount put to tender for one year i.e. **₹ 21,94,800/-**.
  - Work experience as a sub-contractor shall not be considered as a requisite qualification.
  - ‘Similar Works’ means supply of precision electronic instruments for topographic / hydrographic survey works.
- II. Copies of Annual Financial Turnover (Audited Balance Sheet and Profit & Loss Statement) of the bidding firm during the last three years, ending on **31-03-2021** (i.e., 2018-19, 2019-20, and 2020-21) and the same should be audited as per relevant norms wherever required / relaxation for start-ups as per GOI norms. If the statement for year ending 31-03-2021 is not available, then the period should be 2017-18, 2018-19 and 2019-20. The same should be at least **30%** of the estimated amount put to tender for one year (i.e. **₹8,23,050/-**).

### 2.0 Documents to be Submitted

Scanned self-certified copies of the following documents are required to be submitted:

- a) PAN
- b) Goods and Service Tax (GST) registration certificate
- c) ESI registration certificate
- d) EPF registration certificate
- e) Valid Trade License / MSME registration / Start-up registration / valid NSIC registration certificate
- f) Valid Professional Tax Clearance Certificate / up to date tax payment challan
- g) A cancelled cheque
- h) Self-certified true copy of Bank Draft / Pay Order etc. for Cost of Tender Document / NSIC Registration Certificate.
- i) Duly filled in and signed Format of Undertaking (*Annexure – VII*).

- j) Self-declaration of the bidder that the Bidding Firm has not been debarred / de-listed by any Govt. / Quasi Govt. / Public Sector undertaking in India.
- k) Self-declaration of the proprietor / partner(s) / authorized signatory of the bidding firm (in the case of proprietorship firm / partnership firm / limited company, as the case may be) is / are not associated with any other firm bidding for the same work.
- l) A list of works which are in hand at the time of submitting the offer, titled '**Concurrent Commitments of the Bidder**'.
- m) Last page of Format for Price Bid & the Form of Tender duly filled up (**without price quoted**) and duly signed & stamped by the bidder.
- n) Form of Bid Security Declaration (Annexure – VI): In the letterhead of the firm, with signature & seal.
- o) All other forms and formats as may be required for a particular bidder that are given in this Tender Document duly filled-in (refer Annexure – VIII for a list of the same)

N.B.-1: The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities for clarification of his documents or credibility.

N.B.-2: Even though the bidders may meet the above qualifying criteria, they may still be subject to disqualification if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.

N.B.-3: All the bidders should submit the e-tender in accordance with the mode of submission of bids as has been detailed earlier (Section – A).

### 3.0 Cost of e-Tender

Details of remitted cost of e-tender paper should be entered by the participating vendor / contractor in the space provided in the e-tender as indicated hereunder:

- a) Name of remitting vendor / contractor:
- b) Tender No.:
- c) Amount remitted:
- d) Date of remittance:
- e) Bank Draft / Cheque No.:

### 4.0 Risk Purchase Clause

Risk Purchase Clause will be applicable in terms of relevant clause of G.C.C.

### 5.0 Evaluation

**Evaluation** will be made as detailed in the Format of Price Bid (Section – E) of the qualified bids.

### 6.0 Additional Documents

During the course of examination of Part-I of the bid, the bidder, if asked for, shall furnish any other additional document(s) for the purpose of evaluation of his bid.

### 7.0 Acceptance of Tender

- a) Syama Prasad Mookerjee Port, Kolkata (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.
- b) Any attempt to exercise undue influence in the matter of acceptance of tender is strictly prohibited and any bidder who resorts to this will render his tender liable to rejection.
- c) The successful bidder will be notified in writing of the acceptance of his tender (Letter of Intent). The “Bidder” then becomes the “Contractor” and he shall forthwith take steps to execute the Contract Agreement upon issue of Letter of Acceptance (Form – C) and fulfil all his obligations as required by the Contract.

## 8.0 Miscellaneous

- a) Bidder shall submit his offer for complete Scope of Work, strictly in accordance with the conditions laid out in this tender document. Any deviation from the tender document and / or any incomplete tender shall not be considered.
- b) The bidder shall not impose his own terms & conditions in his offer or quote his rates based on his own terms and conditions. Such e-tenders are liable to rejection at the option of the Trustees without any further intimation to the bidder.
- c) All measuring units are in the metric system and rates & sums in the tender are in Indian Rupee (INR). The language used for communication throughout the contract period shall be English.
- d) **The bidder shall give a declaration about the names of their relations employed in Syama Prasad Mookerjee Port, Kolkata.** It is not the intention to debar the bidders from the contract if their relatives are working in SMPK, but such a declaration is necessary in the interest of Trustees against any possible lapses.
- e) Part-II (Price Bid) shall be submitted as per the enclosed format (Section – E) without any condition or deviation. Both Part-I (Techno – Commercial bid) and Part-II (Price bid) would be opened electronically at a time.
- f) *Undertaking:* The bidder shall submit an undertaking in accordance with the Proforma given at Annexure – VII. With this there will be no necessity to upload signed bid document and GCC.

## 9.0 Deviations

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

## 10.0 Corrigenda / Addenda

Please note that there is no provision to take out the list of the parties downloading the tender document from the website mentioned in the NIT. As such, **bidders are requested to see the website once again before the due date of the tender opening to ensure that they have not missed any corrigenda / addenda uploaded against the said tender after downloading the tender document.** The responsibility of

downloading the related corrigenda/addenda, if any, will be that of the downloading parties. No separate intimation in respect of corrigenda / addenda to this document (if any) will be sent to Tenderer(s) who have downloaded the documents from website.

#### 11.0 Discrepancy / Omission

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

**Director, Marine Department,  
SMP, Kolkata,  
15, Strand Road,  
Kolkata-700 001**

#### 12.0 Holiday / Bandh

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

#### 13.0 Qualifying Expressions

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

#### 14.0 General Conditions of Contract

The General Conditions of Contract of SMP, Kolkata shall be applicable wherever relevant.

#### 15.0 Security Deposit

- a) After the issuance of Letter of Intent, Security Deposit shall be submitted within 15 (fifteen) working days. Work order will be issued immediately after receipt of Security Deposit.
- b) Successful Tenderer will submit Security Deposit for a sum equivalent to **3% of the total evaluated price of the tender for eight years** and as accepted by SMP, Kolkata, in the form of Demand Draft or in the form of Bank Guarantee as per Annexure – II in favour of 'Syama Prasad Mookerjee Port, Kolkata' from a nationalized Indian Bank with office 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. The Security Deposit shall remain valid for **3 months after the expiry of the contract**.
- c) The Security Deposit will be released within 60 days after successful completion of the contract without any interest.
- d) SMP, Kolkata shall encash the Security Deposit in the event the contractor fails to supply the RTK set as desired by SMP, Kolkata and as described in the Scope of Work within 60 calendar days of the issuance of work order by the Engineer or his authorised representative, or when any amount is to be recovered from the

Contractor as penalty or deduction and the contractor fails to remit such amount within 30 days after due notice given in this regard.

- e) The Director, Marine Department shall have the right to ask for the extension of the above Security Deposit till such time the contractual obligations are fulfilled and the Contractor will be duty bound to extend the same as asked by Director, Marine Department.

#### 16.0 Duties& Taxes (GST)

- a) The prices quoted shall be including all statutory levies, excluding GST, which will be paid extra. GST shall not be considered for evaluation of the bids.
- b) Suppliers/ service providers are to confirm that the GST amount charged in invoice is declared in its return and payment of taxes is also made.
- c) The supplier/ service provider agrees to comply with all GST laws, including GST acts, rules, regulations, procedures, circulars and instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Service provider should ensure accurate transaction details, as required by GST laws, are uploaded timely in GSTIN. In case there is any mismatch between the details so uploaded in GSTIN by supplier/ service provider and details available with SMP, Kolkata, then payments maybe retained from due payments till such time SMP, Kolkata is not sure that accurate tax amount is finally reflected in the GSTIN to SMP, Kolkata's Account and is finally available to SMP, Kolkata in terms of GST laws and that the credit of GST so taken by SMP, Kolkata is not required to be reversed at a later date along with applicable interest.
- d) 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 SMP, Kolkata for the fault of supplier shall be recovered by SMP, Kolkata by way of adjustment in the consideration payable.
- e) Supplementary invoices/Debit note/credit note for price revisions to enable SMP, Kolkata to claim tax benefit on the same shall be issued by the contractor 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 contractors are found to be a blacklisted dealer as per GSTIN rating system and further no payment shall be entertained.
- g) If any new taxes and duties, increase in existing taxes and duties are imposed by the Central/State Government and is applicable in this contract, these shall be paid by the Trustees in addition as the same are not included in the quoted rate.

#### 17.0 Pricing of Bid

- a. **General:** The Bid shall be quoted in and as per the Format of Price Bid (Section –E).
- b. **Currency of Quotations:** The bidder shall indicate the prices in Indian Rupees (INR) only. The bidder shall not quote in any other currency other than Indian Rupees (INR).
- c. **Validity of Price Bid:** The Part-II (Price Bid) shall be valid for acceptance for a minimum period of **180 (one hundred & eighty)** days from the date of opening of the Bids.

## SECTION – D: Scope of Work

### 1.0 General Description of Work

- a) Chief Hydrographer's Section under the Marine Department, Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata) intends to procure 1 no. Real Time Kinematic (RTK) positioning system (consisting of 1 no. base unit and 1 no. rover unit) along with all accessories to modernise and improve surveying accuracy in order to undertake precision surveys and dredging work in the Hooghly–Bhagirathi River System. The procured set will be deployed under the **Commander, Higher Reaches Survey Party**.
- b) Exhaustive list of accessories is not being given as it is understood that the list of accessories will vary from model to model. However, they should broadly include items like external geodetic antennae, internal radios of permitted wattage, Lithium-ion batteries & chargers, power supply kits, all necessary connecting cables for interfacing the sets with laptops, field controller units (if required), tripod, tribrach with optical or laser plummet, suitable carrying cases / bags, range poles, etc.
- c) SMP, Kolkata also intends to entrust comprehensive maintenance of the acquired RTK Positioning system in totality for satisfactory operation of the same for a total period of eight years (one year of mandatory warranty period post-procurement and seven years of comprehensive AMC) from the date of acceptance of the system from original equipment manufacturers or their authorized agencies/ service provider of national or international repute, who have full access to take support from the OEM in terms of purchase of spares, technical assistance, telephonic assistance, software maintenance, up gradation /replacement etc. of the system, as may be required during the tenure of the contract.
- d) The bidders are requested to forward their offer for supply (detailed list clearly mentioning make, model, OEM etc), installation and commissioning of new RTK positioning system along with warranty and maintenance for a period of eight years (one year warranty +seven years CAMC) in the format of Price Bid.

### 2.0 Time of Completion

The supply, installation and commissioning of 1 no. RTK set will have to be completed in all respect within **60 calendar days** from the date of issuance of the work order, failing which specified LD clause for delay in handing over the instruments shall apply.

### 3.0 Specifications

The following specifications are desirable in the RTK set (base & rover unit) proposed to be supplied.



Specifications For Base Station			
Sl. No.	Characteristics		Specifications
1	Satellite Tracking		Should be capable of tracking: GPS L1 C/A, L2C, L2E; GLONASS L1/L2C/A, L2P;Galileo L1 CBOC, E5A, E5B & E5AltBOC8;BeiDou B1,B1C or betterB2,B3
2	No of channels		650 channels or better
3	Measure Mode		Real-Time Kinematics, High Precision Static
4	Radio		Should have an internal radio for performing RTK surveys in a radius of 3-5km.
5	Accuracy	High Precision Static	Horizontal accuracy: 3 mm + 0.1 ppm RMS (0.01 ft +0.1 ppm) or better
			Vertical accuracy: 3.5 mm + 0.4 ppm RMS (0.01 ft +0.1 ppm) or better
		Real-Time Kinematic	Horizontal accuracy: 8 mm + 1 ppm RMS (0.026 ft + 1 ppm RMS) or better
			Vertical accuracy: 15 mm + 1 ppm RMS (0.05 ft +1 ppm RMS) or better
6	GNSS Antenna		Multi frequency, High gain Integrated antenna with rugged metallic body & sub-mm phase centre repeatability
7	Bluetooth		Should be Fully-integrated, sealed 2.4 GHz Bluetooth module or better
8	No. of ports		Suitable and sufficient no. of external ports for data transfer, control, antenna and power supply. Capable of being interfaced with a laptop for real time data logging and post processing of collected data.
9	Power		Should have external power input with over-voltage protection, operating voltage 11 – 25 V, shutdown optimized for12Vleadacid battery operation
10	Internal Batteries		Should be operable for at least 8 hours of field operations in totality with 2 sets of internal batteries (for base unit, an additional 1 no. internal battery set to be provided)
11	Weight		The entire RTK rover including internal batteries, range pole controller and brackets should not more than 4kgs
12	Operational Temperature for all major RTK components		–40 °C to +65 °C or better
13	Storage temperature for all major RTK components		–40 °C to +75 °C or better
14	Humidity		100%, condensing
15	Ingress protection		Should be at least IP67 Certified
16	Drop		Should be Designed to survive a 2 m (6.6 ft) pole drop onto concrete
17	Initialization reliability		>99.9%



18	<b>Initialization Time</b>	Less than 20 seconds
19	<b>Position Update Rate</b>	20 Hz or better
20	<b>RTK Data Formats for Transmission and Reception</b>	Correction data Output: CMR, CMR+, CMRx, RTCM 2.x, RTCM 3 or better
21	<b>Memory</b>	should have 4 GB Internal memory for Data Logging
22	<b>Chargers</b>	External Charger one for each set of batteries should be supplied

### Specifications for Rover Receiver

Sl. No.	Characteristics		Specifications
1	<b>Satellite Tracking</b>		Should capable of tracking GPS L1 C/A, L2C, L2E; GLONASS L1/L2C/A, L2P Full Cycle Carrier; Galileo: L1 CBOC, E5A, E5B & E5AltBOC8;BeiDou: B1,B2,B3;SBAS L1 C/A, L5 (WAAS/EGNOS/MSAS/GAGAN);QZSS: L1 C/A, L1C, L1 SAIF, L2C, L5
2	<b>No of channels</b>		440 channels or better
3	<b>Satellite Differential Corrections</b>		Should support L-band satellite differential corrections
4	<b>Measuring modes</b>		High precisions Static, Real-Time Kinematics, satellite differential corrections
5	<b>Accuracy</b>	<b>Real-Time Kinematic</b>	Horizontal accuracy:8 mm + 1 ppm RMS (0.026 ft + 1 ppm RMS) or better
			Vertical accuracy:15 mm + 1 ppm RMS (0.05 ft +1 ppm RMS) or better
		<b>High Precision Static</b>	Horizontal accuracy:3 mm + 0.1 ppm RMS (0.01 ft +0.1 ppm) or better
			Vertical accuracy:3.5 mm + 0.4 ppm RMS (0.011 ft +0.4 ppm) or better
		<b>Code Differential GPS Positioning</b>	Horizontal: 0.25 m + 1 ppm RMS
			Vertical: 0.50 m + 1 ppm RMS
6	<b>GNSS Antenna</b>		Should have Rugged Metallic body and external antenna options.
7	<b>Humidity</b>		100% humidity proof, fully sealed
8	<b>Power</b>		Integrated internal battery with 9hr – 13 hrs operation. Should also have provision of external power input with over-voltage protection, operating voltage 11 – 25 V, shutdown optimized for12Vleadacid battery operation
9	<b>Communication</b>		Web browser access to receiver configuration, Ntrip, TCP/IP, Google Earth support in web browser configuration, 2W Internal radio
10	<b>Weight</b>		Less Than 2 kg with internal battery and radio
11	<b>Temperature</b>		Operating: -40 °C to +65 °C or better
			Storage: 0°C to +80 °C
12	<b>Position update rate</b>		20 Hz or better
13	<b>Chargers</b>		To be supplied for internal battery
14	<b>Dust and Water Proof protection</b>		Should be IP67 for submersion to depth of 1 m (3.3 ft), dustproof, or better

Controller Specification		
Sl. No.	Characteristics	Specifications
1	Operating system	Modern OS for handheld devices
2	Display	Should be sunlight-readable colour TFT with LED backlight, touch screen; at least 4 in VGA display, 640 x 480 pixels or better
3	Keyboard	Should be Full QWERTY keypad with 10-key number pad, directional buttons, and programmable buttons
4	Additional Sensors	Should preferably have a Camera(at least 5 MP auto focus camera with LED flashlight) for on-site use / integrated GPS (WAAS enabled)/ integrated Compass / integrated Accelerometer
5	Dust and Water proof Protection	IP67 or better
6	Communication	I/O: USB Host (full speed), USB Client (high speed), DC power port, 9-pin serial RS-232
		Wireless: – Integrated Bluetooth 2.0+EDR, integrated Wi-Fi 802.11 b/g – Integrated quad-band GSM/GPRS/EDGE: 850/900/1800/1900 MHz or better
7	Memory	Should have 256 MB RAM or better
		Should have 8 GB onboard storage or better
		Should have SDHC memory expansion slot, USB host internal embedded expansion slot or better
8	Environmental	Operating Temperature:–15°C to 50°C or better
		Storage Temperature:–20 °C to 60 °C or better
9	Power	Batteries: should have 11.1 V, 2600 mAh, 28.9 Wh Li-Ion rechargeable pack – Battery life of 34 hours under normal operating conditions or better
10	Survey style configuration	The software should allow configurable survey style for RTK, High Precision static, etc. Controller should also be able to work with Total Station if required and should be able to handle Total station data.
11	Co-ordinate system Manager	Should have datum and projection support, should support ground and grid coordinates
12	Colour Graphical support	The software should have colour graphical support to visualize work while working
13	COGO	Should support COGO functionality, should be able to key in lines, subdivide lines and create parallel lines for staking out purpose
14	Menu Driven	Should be user friendly and menu driven for easy fieldwork deployment
OFFICE PROCESSING SOFTWARE		
1	Operating System	Windows 7 or higher

2	<b>Importing Raw Data</b>	Should be able to import Raw data from the GNSS receiver (all signal types) as well as RINEX data. Also, should be able to import global raw base data as well as precise ephemeris data via internet.
3	<b>Baseline Processing</b>	Should be capable of processing GNSS L1,L2 and L5 raw data
4	<b>Network Adjustment</b>	Should be able to perform Network Adjustment using Least Square adjustment principle.
5	<b>Export</b>	Capable of exporting the data in multiple extensions (DWG,DXF,SHP,KML/KMZ,CSV & Construction Software extensions)
6	<b>Reporting</b>	Software should be capable of generating reports directly for the surveyed data
7	<b>COGO</b>	Software should have COGO functionality
8	<b>RTK Data</b>	Should be able to handle RTK data
9	<b>Conventional Data</b>	Should be able to handle data from Total Station, digital level for network adjustment
10	<b>Surfaces</b>	The software should be capable of Surface Modelling, 3D visualization and quick contouring
11	<b>Upgrade to software</b>	Any update to the software to be provided free for a period of 8 years from the date of supply

#### 4.0 Deliverables

- a) Base station – 1 no.
- b) Tripod, tribrach, etc. (for setting up base station) – 1 no.
- c) Internal batteries for base station – 2 nos.
- d) Rover receiver with compatible separate antenna unit (with 30m antenna cable) – 1no.
- e) Range pole with rover mounting option, along with 2m antenna cable – 1 no.
- f) **Cables:** All necessary compatible cables (interface, power, etc.) required to set up both the base station / rover unit to work with a laptop / an external power source (lead acid battery), etc.
- g) Controller unit – 1 no.
- h) Office Processing Software – 1 no.

#### 5.0 Training to be imparted to Officers

- a) Training for a period of at least 2 days should be planned and undertaken by the contractor immediately after the supply, installation and commissioning of the RTK set has been completed to the satisfaction of SMP, Kolkata, preferably within the first 15 days. The training should cover both theoretical aspect and practical handling of the supplied instrument. At least 4 Officers should be thoroughly trained to use the set in its different modes during this training interaction.
- b) A second phase of 2-day training should be organised by the contractor after the passage of at least 6 (six) months but before completion of 1 (one) year from the date of supply. This training should also cater to at least 4 Officers of SMPK and should be much more detailed and exhaustive, both in the theoretical aspect and the practical

handling of the system. The dates for the second phase of training will be finalised at mutually agreed days between the contractor and SMPK.

- c) Both the training programmes will be imparted to the nominated Officers of SMP, Kolkata by the contractor at E&PS Station, Fairfield, 72, Napier Road, Kolkata-700022.
- d) The contractor will have to make their own arrangements for boarding & lodging of their training team in Kolkata, if so required.
- e) The completion of the **first phase** of training should be explicitly mentioned in the commissioning certificate to be issued by the Commander, Higher Reaches Survey Party, and added as an enclosure with the cost of purchase & supply bill.

#### 6.0 Timelines for Delivery / Billing

Sl. No.	Description of Event	Timeline
1	Issuance of Letter of Intent	0
2	Deposit of <u>Security Deposit</u>	Within 15 days of (1)
3	Issuance of Work Order	After (2)
4	Submission of Form of Agreement ( <i>Annexure – III</i> )	Within 15 days of (3)
5	Supply of instruments & accessories as per Tender document	Within 60 days of (3)
6	First phase of training for Officers	Within 15 days of (5)
7	Commencement of 1-year mandatory warranty period	Day of issue of Commissioning Certificate by Commander, HRS Party
8	Submission of purchase & supply bill	Anytime after (6)
9	Commencement of 7-year CAMC period	1 year after (7)
10	First annual bill for CAMC	2 years after (7)
11	Subsequent annual bills for CAMC	On expiry of every year thereafter

#### 7.0 Comprehensive Annual Maintenance Contract

The contractor is required to enter into an agreement with SMP, Kolkata for the Comprehensive Annual Maintenance Contract of the supplied 1 no. RTK set (including 1 base unit & 1 rover unit) along with all supplied accessories for a period of seven (7) years after mandatory warranty period of one year. Onsite assistance during entire contract period of warranty and the CAMC period is to be provided. The equipment/ system including the defective components must be restored within seven (7) working days after reporting of fault, over telephone or by email, and the set put back into commission. Failure to restore the system within specified time, will attract imposition of penalty @ ½ % of prorata value of CAMC for that particular year for every week or part thereof of the set remaining out of commission, subject to a maximum of 10% of the total value of the CAMC for the year for each such incident.

Yearly CAMC payment would be paid on an annual basis, i.e. after satisfactory completion of every one year period.

**A declaration confirming availability of spares, PCB, accessories, etc. for maintenance of the supplied equipment(s) for the warranty period & comprehensive AMC period is to be furnished by each bidder, otherwise their offer will not be considered.**

## 8.0 Bid Opening, Evaluation and Comparison of Bids

- a) SMP, Kolkata reserves the right to accept price part of the offer (Part-II) of only such bidders whose technical and commercial aspects of the proposals (Part-I) are acceptable and complete. SMP, Kolkata's decision in this regard shall be final and binding on the bidders.
- b) *Part-I(Technical and Commercial Aspects) & Part-II (Price part of the offer)*: One representative of each bidder will be allowed to be present during the opening of the bids provided such representative possesses a written authorization from the bidder.
- c) The Bids received and accepted will be evaluated by method indicated in the Format of Price Bid.

## 9.0 Signing of the Contract

The successful bidder(s) will have to make arrangements for signing a formal agreement with SMP, Kolkata on a non-judicial Stamp paper of ₹ 50/- as per Annexure – III within 15 days from acceptance of work order.

## 10.0 Mode of Billing and Payment

- a) **Cost of purchase & supply:** After successful installation, commissioning and acceptance of the system in totality by SMP, Kolkata, and after completion of the **first phase** of the training (see 5 (e) above), bills in quadruplicate along with **commissioning certificate** to be issued by Commander, Higher Reaches Survey Party will need to be submitted. Payment of the total cost (excluding the cost of CAMC) will then be made.
- b) **Running bills for CAMC:** After successful completion of each year of warranty period, CAMC cost will be paid on completion of the CAMC periods on prorata basis, i.e. after satisfactory maintenance of every one year. **Satisfactory performance certificate** issued by the Commander, Higher Reaches Survey Party for the interim one-year CAMC period is to be submitted with each bill.
- c) **Billing procedure:** The bill in quadruplicate is to be submitted to the office of the Chief Hydrographer, Marine Department, 15 Strand Road, Kolkata -700001 giving details of Bank Particulars for payment viz. (i) name of bank (ii) branch name (iii) branch code, (iv) designated account number etc. required for on-account payment.
- d) Payment shall be released to the contractor within 45 days on submission of clear bills.

## 11.0 Liquidated Damage &Termination of Contract

- a) In the event of the works not being completed as per schedule, Chief Hydrographer shall be at liberty (in each such case) to deduct from any sum of money then due or to become due to the Contractor as and for Liquidated Damages @ ½% of the Contract Price (total cost of the instruments and accessories without CAMC cost) per week or pro rata for each day of the week subject to a ceiling of 10% (Ten percent) of the Contract Price (total cost of the instruments and accessories without CAMC cost). PROVIDED ALWAYS that if the representatives shall certify in writing that such delay or any portion thereof has arisen either in connection with works of the Contractor from a general strike or sectional strike of workmen or other general or sectional disputes of workmen or employers or combinations of workmen and employers or accidental fire or destruction of the Contractor's works or from Act of

God or other causes which in the opinion of the representative were unavoidable and could not be foreseen or overcome by the Contractor then and in such cases the Competent authority shall have power to extend accordingly the time fixed for completion.

- b) SMP, Kolkata, at its sole discretion, may terminate the contract after serving one month's notice if the performance of the maintenance team is found not satisfactory during contract period. The contract will be liable to be terminated with a notice of one-month period and Risk Purchase Clause will be invoked by SMP, Kolkata.

## **12.0 Customs Charges**

In case any instrument / parts are required to be imported for executing the contract, the customs duty, clearance charges, etc. is to be borne by the contractor at their risk, cost and responsibilities. However, such costs may be incorporated in the Price Bid at the earmarked place for recoupment and will be considered within the Evaluated Value of the tender.

## **13.0 Compliance of Relevant Acts, Ordinances, etc.**

- a) The Contractor shall be required to comply with all 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.
- b) It will be the duty of the Contractor to abide by all the provisions of the Acts, Ordinances, Rules, Regulations, By-laws, procedures as are lawfully necessary in the execution of the works. The Contractor will be fully responsible for any delay, damage, etc. on his part and shall keep SMP, Kolkata indemnified against all penalties and liabilities of any kind for non-compliance or infringement of any kind, any such Act, Ordinances, Rules, Regulations, By-laws and Procedures etc.
- c) The Contractor shall indemnify SMP, Kolkata against payment to be made under or for the observance of the aforesaid Acts, Ordinances, Rules, Regulations, By-laws and Procedures, without prejudice to his right to claim indemnity from his Subcontractors.
- d) The aforesaid Acts, Ordinances, Rules, Regulations, By-laws and Procedures shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

## **14.0 Interpretation of Contract Documents, Disputes & Arbitration**

- a) In all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract, the decision of the Engineer shall be final binding on all parties to the contract and shall forthwith be given effect to by the Contractor.
- b) If the Contractor is dissatisfied with any such decision of the Engineer or his representative, he shall within 15 days after receiving notice of such award / decision, require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.



- c) If there is still no settlement as mentioned at Clauses 10(a)&10(b), the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 including all amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrator and inform the other party within 60 days. If the other party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996, including any amendment thereof.
- d) Notwithstanding anything contained herein above, SMPK also reserve the right to invoke arbitration in all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract etc.
- e) The place/ jurisdiction of arbitration shall be in Kolkata, West Bengal, India.
- f) The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid equally by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the successful Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the Party.
- g) Pending the submission of and / or decision on a dispute, difference or claim or until the arbitral award is published, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.
- h) The request for arbitration, the answer to the request, the terms of reference, any written submission, any order and ruling shall be in English language and if oral hearings take place, English shall be the language to be used in the hearing.
- i) Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

Provided Always as Follows:

- a) The Contractor shall have to raise disputes or differences of any kind whatsoever, in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.
- b) No dispute or difference on any matter whatsoever pertaining to the contract can be raised by the Contractor after submission of certificate in form G.C.3 by him.
- c) Contractor's claim/dispute raised beyond the time limits prescribed in Sub-clauses (a) & (b) herein above, shall not be entertained by the Engineer and / or by any Arbitrator, subsequently.

## SECTION – E: Format of Price Bid

### PART – A (Supply, installation & commissioning)

Sl. No.	Description of Item	Quantity	Price per unit (INR)	Total Amount (INR)
1	Real Time Kinematic (RTK) positioning system, consisting of 1 base unit and 1 rover unit, along with all accessories as described in <u>Scope of Work</u> above	1 set <i>(consisting of 1 base unit &amp; 1 rover unit)</i>		
2	Other taxes and duties (Indian or Foreign), if any, EXCEPT for GST	L.S.		
3	Training cost, as detailed in <u>Clause 5.0 in Annexure - D</u>	2		
<b>Total of Part – A</b>				

### PART – B (CAMC charges)

Sl. No.	Description of Item	Total Amount (INR)
1	Total Cost for CAMC for 1st Year	
2	Total Cost for CAMC for 2nd Year	
3	Total Cost for CAMC for 3rd Year	
4	Total Cost for CAMC for 4th Year	
5	Total Cost for CAMC for 5th Year	
6	Total Cost for CAMC for 6th Year	
7	Total Cost for CAMC for 7th Year	
<b>Total of Part – B</b>		

\* GST would be considered extra as per the extant rate

**Signature of the Contractor**  
**Company Seal**

Evaluated value of the Tender

= [{**Total of Part – A**} + {**Total of Part – B**}] INR



## ANNEXURE – I: Form of Tender

*(Note: All blank spaces to be filled in by the bidder and be submitted along with tender)*

**The Director, Marine Department,  
SMP, Kolkata,  
15 Strand Road,  
Kolkata-700 001**

Dear Sir,

We, M/s....., having read and fully understood the specifications, conditions of tender and general conditions of contract hereby tender to supply, install & commission 1 no. Real Time Kinematic (RTK) positioning system set (consisting of 1 base unit & 1 rover unit) along with all accessories and extend 7 years comprehensive annual maintenance plan after mandatory 1 year warranty period under Marine Department of Syama Prasad Mookerjee Port, Kolkata to the Trustees for Syama Prasad Mookerjee Port, Kolkata in accordance with and as set forth in Notice Inviting Tender, General Conditions of Contract, etc.

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

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

We have annexed Original Demand Draft/Pay Order/Bankers Cheque No. ....dt.....of..... Bank for ₹.....

We also agree to abide by this tender for a period of 120 days from the opening of Techno-commercial Part (Part-I) and in default of our so doing, we accept that SMP, Kolkata may invoke the clauses set forth in the Bid Security Declaration submitted by us.

Should SMP, Kolkata asks for a break up of our price, we shall submit the same forthwith with adequate justification to establish its veracity, failing which SMP, Kolkata may cancel our tender and invoke the Bid Security Declaration submitted by us.

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

Yours faithfully,

Dated.....

Signature.....

Full Address.....

(Seal)

## ANNEXURE – II: Proforma of Bank Guarantee

*(In lieu of Cash Security Deposit)*

(To be issued by the Kolkata Branch, as the case may be, of any Nationalised Bank of India on Non-judicial Stamp Paper worth ₹50/- or as decided by the Engineer/Legal Adviser of the Trustees)

**To**  
**The Board of Trustees, SMP,**  
**Kolkata.**

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

In consideration of the Board of Trustees of SMP, Kolkata, a Body Corporate, duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt.....a Proprietary / Partnership / Limited / Registered Company, having its Registered office at .....(hereinafter referred to as the "Contractor") from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' progressive 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 Letter of Intent No.....dated .....(hereinafter referred to as the 'Contract'), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for (₹.....), we.....Bank.....Branch....., do, on the advice of the Contractor hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of ₹.....(Rupees.....). We, .....Bank.....Branch, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, we, .....Bank.....Branch, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of Syama Prasad Mookerjee Port, Kolkata without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us .....(Name of Bank).....Branch, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that we .....Bank.....Branch, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

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

3. We.....Bank.....Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and

its claim satisfied and/ or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of .....days of.....20.... and subject also to the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period up to..... or any extension thereof made by us.....Bank.....Branch, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

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

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

Signature.....

Name.....

Designation.....

(Duly constituted attorney for and on behalf of)

Bank.....

Branch.....

(Official Seal of the Bank)

## ANNEXURE – III: Format of Agreement

*(on a Rupees Fifty Non-judicial stamp paper)*

Agreement for supply, installation & commissioning of 1 no. Real Time Kinematic (RTK) positioning system set (consisting of 1 base unit & 1 rover unit) along with all accessories and 7 years comprehensive annual maintenance plan after mandatory 1 year warranty period under Marine Department of Syama Prasad Mookerjee Port, Kolkata

This Agreement made on the .....day of .....2021 between the Board of Trustees of the Port of Kolkata, a body corporate constituted by the Major Port Trust Act 1963 (No. 38 of 1963) having its Head Office at 15 Strand Road, Kolkata-700001 hereinafter called “Trustees” (which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part and

M/S.....having its registered office at..... hereinafter called the “Contractor” (which expression shall unless excluded by or repugnant to the context be deemed to include its assignees or successors in office) on the other part.

WHEREAS the Trustees are desirous of supply, installation & commissioning of 1 no. Real Time Kinematic (RTK) positioning system set (consisting of 1 base unit & 1 rover unit) along with all accessories and 7 years comprehensive annual maintenance plan after mandatory 1 year warranty period under Marine Department of Syama Prasad Mookerjee Port, Kolkata, inclusive of all the work specified in the Tender Document, should be carried out by the Contractor in a satisfactory manner and have accepted a tender by the contractor for the said 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 the General Conditions of Contract hereinafter referred to.

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

i) The Tender /offer and the acceptance of the tender/offer including terms and conditions finalised and accepted by both parties prior to opening of price Bid submitted by the Contractor.

ii) The Trustees’ General Conditions of Contract, unless superseded by document identified in 2(i) above.

iii) The Price Bid as submitted by the contractor and as accepted by the Trustees.

iv) The work order no. ....dated.....

v) All correspondences and minutes of the meeting by which item 2(i) to 2(iv) is added, amended, varied or modified in any way by mutual consent.

3. In consideration of the payments to be made by the Trustees to the contractor as hereinafter mentioned, the Contractor hereby covenant with the Trustees to execute the work of supply, installation & commissioning of 1 no. Real Time Kinematic (RTK) positioning system set (consisting of 1 base unit & 1 rover unit) along with all accessories and 7 years comprehensive annual maintenance plan after mandatory 1 year warranty period under Marine Department of Syama Prasad Mookerjee Port, Kolkata as per conditions & Scope of Work identified in documents noted in para-2 above and to the order of the Trustees in conformity in all respects with the provisions of the contract.

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

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

The common seal of the Trustees for the Syama Prasad Mookerjee Port, Kolkata was hereunto affixed in the presence of

Authorised Signatory of the Contractor

Director, Marine Department

Common Seal of the contractor

Witness:

1.....

2.....

## ANNEXURE – IV: Covering Letter

Ref. No.

Dated:

**The Chief Hydrographer,  
Marine Department,  
Syama Prasad Mookerjee Port, Kolkata,  
15, Strand Road, Kolkata – 700001**

Dear Sir,

- 1) We \_\_\_\_\_ (Name of Bidder) having examined the Tender Document and understood its contents, hereby submit our Tender for \_\_\_\_\_ (please mention the work of the tender).
- 2) All information and proofs 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) We shall make available to Syama Prasad Mookerjee Port, Kolkata (hereinafter referred to as SMP, Kolkata) any additional information it may find necessary or require to supplement or authenticate the Tender.
- 4) We, \_\_\_\_\_ (Name of Bidder) hereby undertake that we will abide by the decisions of SMP, Kolkata in the matter of examination, evaluation and selection of Successful Bidder and shall refrain from challenging or questioning any decision taken by SMP, Kolkata in this regard. We further 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) We also certify the following:
  - a) We have not been debarred by the Central / State Government or any entity controlled by them or any other legal authority from participating in any Tender /Contract / Agreement of whatever kind;
  - b) We have also not been expelled from any project or contract nor have had any contract terminated for breach in the last 3 years ending on the date of opening of the techno-commercial part of the tender.
- 6) We declare that:
  - a) We have examined and have no reservations to the Tender Document, including the Addenda, if any, issued by SMP, Kolkata thereon;
  - b) 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) 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 obligation for such acceptance, rejection or annulment without assigning any reason thereof.

Yours faithfully,

Signature of Tenderer

Name \_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_

Seal:

**ANNEXURE – V: Format for Payment through ECS/RTGS**

1	Name of the Party (As per Bank Account)	
2	Address of the Party	
3	Contact person	
4	Phone No.	
5	PAN No.	
6	Name of the Bank	
7	Name of the Branch	
8	Address of the Branch	
9	Type of Account	
10	Account No.	
11	MICR Code No.	
12	RTGS/NEFT/IFSC No.	
13	GSTIN No.	

**Signature with official seal**

N.B: i) A photocopy of a cancelled cheque is to be enclosed.  
ii) A photocopy of PAN card is to be enclosed.



## ANNEXURE – VI: Bid Security Declaration

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

Ref: NIT No.MRN/CH/DRW/277/21 dated 23.12.2021

Sir,

I/We do hereby declare that I/ we shall not withdraw or modify bids during period of validity of the submitted tender papers, etc. In case, any withdrawal/modification of the bid is done during validity period, I/ we will be suspended for 3 (three) years from participation in any tender of Syama Prasad Mookerjee Port, Kolkata.

Signature with official seal

## ANNEXURE – VII: Format of Undertaking

Tender No.: MRN/CH/DRW/277/21 dated 23.12.2021

Ref. No.....

Dated:

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

Dear Sir,

We, ----- (Name of Tenderer)

have fully read and understood the entire Tender Document, GCC, Corrigenda and Addenda, if any, downloaded from enivida under the instant e-tender and no other source, and will comply with the said document, GCC, Corrigendum and Addenda.

We are submitting this undertaking in lieu of submission of a signed copy of the full tender documents, its corrigenda and addenda (if any), and the GCC.

Yours faithfully,

Signature of Tenderer.....

Name:

Designation:

Date:

Seal of the Tenderer.....

## FORM – A: Details of Bidder

1. Name of the Contractor/Company:
2. Address of the Registered Office of the Contractor/Company:
3. Name and Designation of the Authorized signatory:
4. Office phone number of the Authorized Signatory:
5. Office fax number of the Authorized signatory:
6. E-mail of the Authorized signatory:
7. PAN Card Number of the Contractor (please attach photocopy of the both sides of the PAN Card):
8. GST Registration Number:
9. Particular of work experience (one instance only – please attach photocopy):
  - a) Name and address of Client:
  - b) Name of work:
  - c) Value of work:
  - d) Time of commencement and completion of the job:

Authorized Signatory  
(Company Seal)

## FORM – B: Proforma of Performance Certificate/Credential of Works

*(To be issued on Issuing Authority's letterhead duly signed with office seal)*

1	Name of the Certifying Authority	
2	Name of the work	
3	Name of the Contractor	
4	Schedule date of commencement and completion of the work as per Work Order	
5	Date of actual commencement of work & date of actual completion	
6	i) If there is time overrun, whether delay is due to the contractor (Yes/No.): ii) If yes, what is the extent of delay attributable to the contractor	
7	Sanctioned Tender value & Actual value executed:	
8	Quality of work (Excellent/ satisfactory/ poor)	
9	Remarks	

## FORM – C: Proforma of Letter of Acceptance of the Work Order

*(To be written in the official letterhead of the Contractor)*

No. \_\_\_\_\_

Date \_\_\_\_\_

**The Chief Hydrographer,**  
Marine Department,  
Syama Prasad Mookerjee Port, Kolkata

Sub: Supply, installation & commissioning of 1 no. Real Time Kinematic (RTK) positioning system set (consisting of 1 base unit & 1 rover unit) along with all accessories and 7 years comprehensive annual maintenance plan after mandatory 1 year warranty period under Marine Department of Syama Prasad Mookerjee Port, Kolkata

Ref: Your Work Order No. \_\_\_\_\_ dated \_\_\_\_\_

Sir,

I/We agree to carry out the subject work as per terms of the Work Order under reference and in compliance to the Tender stipulations.

We will commence the work from \_\_\_\_\_ (insert date) or as instructed by you/ your representative.

Yours faithfully,

Authorized Signatory  
(Company Seal)

## ANNEXURE – VIII: Check List

Tender No.: MRN/CH/DRW/277/21 dated 23.12.2021

*(Bidders are requested to check the list given below while uploading their offer)*

Sl. No	Document/ Proof	(Yes/No)	Reference Document Tag / Remarks
1	Photocopy of Bid Document Fee payment proof		
2	Filled up Form of Tender as per <u>Annexure – I</u>		
3	A separate covering letter addressed to the Director, Marine Department as per format given in <u>Annexure - IV</u>		
4	Details of ECS like (i) Name of the Bank with Code No., (ii) Address, (iii) A/C No., (iv) Name of the Branch (IFSC Code) with MICR Code/RTGS as applicable ( <u>Annexure – V</u> )		
5	Photocopy of <u>Bid Security Declaration</u>		
6	An undertaking as per format, as per <u>Annexure - VII</u>		
7	Brief particulars of the Firm (see <u>Form – A</u> )		
8	Details of similar work carried out by the firm with value of each work supported by authentic documents like Work order / Agreement, Performance Certificate, etc. (see <u>Form – B</u> )		
9	Copy of Trade License		
10	Copy of GST Registration Certificate		
11	Copy of PAN Card		
12	Certified copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable		
13	Letter of authority, if any		
14	Audited Annual Accounts for 2018-19, 2019-20 & 2020-21, supported by a Certificate from a Chartered Accountant		
15	ESI Reg. No. (if any)		
16	Copy of Current E.P.F. Registration		
18	Certificate / declaration of compliance with Minimum Wages Act		
19	Detailed technical specifications about the RTK set to be supplied		
20	Certificate from respective OEM stating that no malicious content exists in the hardware and software		

21	Certificate from OEM confirming that the offered system is not End of Life system and that supply and availability of spares, PCB, accessories, etc. for maintenance of the supplied equipment(s) for the warranty period & the entire duration of the comprehensive AMC period will be available. <b>Offer is liable to be rejected without this certificate.</b>		
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