



**TENDER FOR  
SUPPLY, INSTALLATION, INTEGRATION  
AND COMMISSIONING OF BOOM  
BARRIERS AT WEIGHBRIDGE WITH  
FOUR YEARS COMPREHENSIVE  
MAINTENANCE (LABOR-SPARE-  
ONSITE) FOR HALDIA DOCK COMPLEX,  
SYAMA PRASAD MOOKERJEE PORT,  
KOLKATA  
AT HALDIA, PURBA MEDINIPUR, WEST  
BENGAL, INDIA**

**TENDER NUMBER  
Administration/1466/BOOMBARRIER/2021**

## **TABLE OF CONTENT**

CONTENT	PAGE
COVER PAGE	1
TABLE OF CONTENT	2
DISCLAIMER	3
SCHEDULE OF TENDER	4
IMPORTANT INSTRUCTIONS TO THE BIDDER FOR E-PROCUREMENT	7
SPECIAL INSTRUCTION TO BIDDERS FOR ENVIDA	10
ELIGIBILITY CRITERIA	13
BACKGROUND	14
SCOPE OF WORK	15-17
SPECIAL CONDITIONS OF CONTRACT	18-27
GENERAL CONDITIONS OF THE CONTRACT	28
DOCUMENTS TO BE UPLOADED	29
SCHEDULE OF RATES	30
ANNEXURES :	31-43
ANNEXURE –I: FORMAT OF DECLARATION BY THE BIDDER	31
ANNEXURE –II: FORMAT OF PROFILE OF THE BIDDER	32
ANNEXURE -III: FORMAT OF POWER OF ATTORNEY	33
ANNEXURE -IV: FORMAT OF AFFIDAVIT FOR PF	34
ANNEXURE -V: FORMAT OF AFFIDAVIT FOR ESI	35
ANNEXURE -VI: FORMAT OF BANK GUARANTEE	36-38
ANNEXURE -VII: FORMAT OF AGREEMENT	39-40
ANNEXURE -VIII: FORMAT OF INDEMNITY BOND	41
ANNEXURE -IX: FORMAT OF FINANCIAL CAPABILITY	42
ANNEXURE -X: FORMAT OF GST DETAILS	43

## **DISCLAIMER**

The information contained in this Notice Inviting Tender and Tender Document or subsequently provided to bidder(s), whether verbally or in Documentary or any other form by or on behalf of Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port (SMP, Kolkata) or any of its employees or advisers, is provided to bidder(s) on the terms and conditions set out in this Notice Inviting Tender and Tender Document and such other terms and conditions subject to which such information is provided.

This Notice Inviting Tender and Tender Document is not an agreement and is neither an offer nor invitation by HDC-SMP, Kolkata to the prospective bidder(s) or any other person. The purpose of this Notice Inviting Tender and Tender Document is to provide interested parties with information that may be useful to them in the formulation of their Bids/Tenders pursuant to this Notice Inviting Tender and Tender Document. This Notice Inviting Tender and Tender Document include statements, which reflect various assumptions and assessments arrived at by HDC-SMP, Kolkata in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This Notice Inviting Tender and Tender Document may not be appropriate for all persons, and it is not possible for HDC-SMP, Kolkata, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Notice Inviting Tender and Tender Document. The assumptions, assessments, statements and information contained in this Notice Inviting Tender and Tender Document may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct own investigation and analysis and check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Notice Inviting Tender and Tender Document and obtain independent advice from appropriate sources, for which HDC-SMP, Kolkata shall neither be responsible nor incur any financial cost or expense.

Information provided in this Notice Inviting Tender and Tender Document to the bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. HDC-SMP, Kolkata accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

HDC-SMP, Kolkata, its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Notice Inviting Tender and Tender Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Notice Inviting Tender and Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Notice Inviting Tender and Tender Document or arising in any way in this Selection Process.

HDC-SMP, Kolkata also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this Notice Inviting Tender and Tender Document.

HDC-SMP, Kolkata may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Notice Inviting Tender and Tender Document. The issue of this Notice Inviting Tender and Tender Document does not imply that HDC-SMP, Kolkata is bound to select a bidder or to appoint the Selected bidder, as the case may be, for the project and HDC-SMP, Kolkata reserves the right to reject all or any of the Bids/Tenders without assigning any reasons whatsoever.

The Bidder/Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid/Tender including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by HDC-SMP, Kolkata or any other costs incurred in connection with or relating to its Bid/Tender. All such costs and expenses will remain with the bidder and HDC-SMP, Kolkata shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Bid/Tender, regardless of the conduct or outcome of the selection process.



**SYAMA PRASAD MOOKERJEE PORT,**  
**KOLKATA**

**HALDIA DOCK COMPLEX**

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

**NOTICE INVITING TENDER (NIT)**

Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port (SMP, Kolkata) invites E-Tender under single stage two-part system (Part I: Techno-Commercial Bid and Part II: Price Bid) for Supply, Installation, Integration and Commissioning of Boom Barriers at Weighbridge with four years Comprehensive Maintenance (Labor-Spare-Onsite) for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata at Haldia, Purba Medinipur, West Bengal, India. The Tender Document may be downloaded from RailTel Portal (<https://kopt.enevida.in>) and [www.smpportkolkata.shipping.gov.in](http://www.smpportkolkata.shipping.gov.in). Corrigendum/ Addendum/Clarifications, if any, shall also be hosted on RailTel Portal (<https://kopt.enevida.in>) and [www.smpportkolkata.shipping.gov.in](http://www.smpportkolkata.shipping.gov.in).

Further, intending bidders shall submit their bid electronically only through RailTel Portal (<https://kopt.enevida.in>). Bidders are requested to visit the websites frequently.

General Manager (M&S), Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata with office address "Jawahar Tower, Haldia Township, Purba Medinipur, West Bengal, India, PIN – 721607" shall be the "ENGINEER OF THE CONTRACT".

**SCHEDULE OF TENDER (SOT):**

a.	<b>E-TENDER NO.</b>	<b>Administration/1466/BOOMBARRIER/2021</b>
b.	<b>MODE OF TENDER</b>	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through Railtel Portal ( <a href="https://kopt.enevida.in">https://kopt.enevida.in</a> )  The intending bidders are required to submit their offer electronically only through Railtel Portal. <b>No physical tender shall be accepted by Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata.</b>
c.	Date of NIT available to parties to download	<b><u>March 11, 2022</u></b>
d.	<b>Offline</b> Pre-Bid Meeting starting date & Time	<b><u>March 21, 2022 &amp; 1130 hours</u></b>

e.	Pre –Bid Meeting closing date & Time	<b><u>March 21, 2022 &amp; 1230 hours</u></b>
f.	Estimated Cost	<b>INR 18,08,000.00/- plus GST</b>
g.	i) Earnest Money Deposit	<p>The intending bidders must deposit of <b>INR 36,160/-</b> (Rupees Thirty Six Thousand One Hundred Sixty only) as Earnest Money to Haldia Dock Complex, through DD / Banker Cheque in favour of Syama Prasad Mookerjee Port, Kolkata of any Scheduled / Nationalized Bank payable at Haldia, otherwise their offer will be summarily rejected. Scan Copy of the DD/Banker's Cheque should be uploaded along with techno commercial bid.</p> <p><b>Earnest Money in the form of DD / Banker Cheque to be physically deposited at the office of General Manager (M&amp;S), Haldia Dock Complex , Ground Floor, Annex Building, Jawahar Tower, Haldia, PIN 721607, in a sealed envelope, cover should be duly super scribed with "Earnest Money", tender number and the title of the work and Bidders Name.</b></p>
	ii) Transaction Fee for bidding in RailTel Portal (Mode of Payment:- E-payment Only)	TPF- 0.1% of estimate cost (Minimum 750/- Maximum 7500/-+GST). Registration Charges Rs2000/- + Applicable GST Per Year
	iii) Bid Document Fee	<p>The intending bidders should deposit INR <b>590/-</b> (Rupees Five Hundred ninety only) [including GST @ 18%], as Bid document Fee (non-refundable), to Haldia Dock Complex, through DD / Banker Cheque in favour of Syama Prasad Mookerjee Port, Kolkata of any Scheduled / Nationalized Bank payable at Haldia, otherwise their offer will be summarily rejected. Scan Copy of the DD / Banker's Cheque should be uploaded along with techno commercial bid.</p> <p><b>Bid Document Fee in the form of DD / Banker Cheque to be physically deposited at the office of General Manager (M&amp;S), Haldia Dock Complex , Ground Floor, Annex Building, Jawahar Tower, Haldia, PIN 721607, in a sealed envelope, cover should be duly super scribed with "Bid Document Fee", tender number and the title of the work and Bidders Name.</b></p>
h.	Last date of generation of DD / Banker Cheque for Bid Document fee.	<b>Before submission of online e-tender through (<a href="https://kopt.enevida.in">https://kopt.enevida.in</a>)</b>
i.	Last date and time of submission / receiving original copy of DD / Banker Cheque as EMD & Bid Document fee.	<b>April 06, 2022 up to 1500 hours</b> (Copy of the DD/Banker's Cheque should be uploaded on line for EMD/Bid document fee if applicable).
j.	Date of closing of online e-tender for	<b>April 06, 2022 up to 1500 hours</b>

	submission of Techno-Commercial Bid & Price Bid.	
k.	Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	<b>April 06, 2022 up to 1530 hours</b>

## **IMPORTANT INSTRUCTIONS TO THE BIDDER FOR E-PROCUREMENT**

Bidders are requested to read the terms & conditions as at various Annexures/Appendices of this tender before submitting online tender. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1.	<p><b>Contact persons (Haldia Dock Complex):</b></p> <table border="1" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> 1. Ms S Rohhila,  Assistant Manager (Systems), Admin  Haldia Dock Complex  Ph. No. 03224-263281  E-Mail –  <a href="mailto:srohkhila.hdc@kolkataporttrust.gov.in">srohkhila.hdc@kolkataporttrust.gov.in</a> </td><td style="width: 50%; vertical-align: top;"> 2. Shri S S Pandit,  Senior Deputy Manager, Administration  Haldia Dock Complex,  Ph. No. 03224 265161  Email-  <a href="mailto:sspandit.hdc@kolkataporttrust.gov.in">sspandit.hdc@kolkataporttrust.gov.in</a> </td></tr> </table> <p><b>Contact persons (Railtel Portal):</b></p> <table border="1" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> 1. <b>Shri Shiddharth Ghosh</b>   Mob: 9355030604  Email: ewizardsiddharth@gmail.com </td><td style="width: 50%; vertical-align: top;"> 2. <b>Help Desk Number :</b>  011-49606060 (Helpdesk tab of Railtel Portal) </td></tr> </table> <p><b>System Requirement:</b></p> <ul style="list-style-type: none"> <li>i) Windows 7 or above Operating System</li> <li>ii) Firefox (version below 50) / Internet Explorer (version 8 or above) browser.</li> <li>iii) Signing type digital signature</li> <li>iv) Java 8 with update 151 or 161.</li> </ul> <p>Further, bidders are requested to go through the following information and instructions available on the CPP Portal i.e. <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> before responding to this e-tender.</p> <ul style="list-style-type: none"> <li>• Bidders Manual Kit.</li> <li>• Help for Contractors.</li> <li>• FAQ.</li> </ul>	1. Ms S Rohhila, Assistant Manager (Systems), Admin Haldia Dock Complex Ph. No. 03224-263281 E-Mail – <a href="mailto:srohkhila.hdc@kolkataporttrust.gov.in">srohkhila.hdc@kolkataporttrust.gov.in</a>	2. Shri S S Pandit, Senior Deputy Manager, Administration Haldia Dock Complex, Ph. No. 03224 265161 Email- <a href="mailto:sspandit.hdc@kolkataporttrust.gov.in">sspandit.hdc@kolkataporttrust.gov.in</a>	1. <b>Shri Shiddharth Ghosh</b>  Mob: 9355030604 Email: ewizardsiddharth@gmail.com	2. <b>Help Desk Number :</b> 011-49606060 (Helpdesk tab of Railtel Portal)
1. Ms S Rohhila, Assistant Manager (Systems), Admin Haldia Dock Complex Ph. No. 03224-263281 E-Mail – <a href="mailto:srohkhila.hdc@kolkataporttrust.gov.in">srohkhila.hdc@kolkataporttrust.gov.in</a>	2. Shri S S Pandit, Senior Deputy Manager, Administration Haldia Dock Complex, Ph. No. 03224 265161 Email- <a href="mailto:sspandit.hdc@kolkataporttrust.gov.in">sspandit.hdc@kolkataporttrust.gov.in</a>				
1. <b>Shri Shiddharth Ghosh</b>  Mob: 9355030604 Email: ewizardsiddharth@gmail.com	2. <b>Help Desk Number :</b> 011-49606060 (Helpdesk tab of Railtel Portal)				
2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by HDC, SMP, Kolkata. Such bidder(s) will be intimated date of opening of Part II i.e. Price bid through E-Mail.</p>				
3.	<p>In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day.</p>				
4.	<p>All entries in the tender should be entered in online Technical &amp; Commercial Formats without any ambiguity.</p>				
5.	<p>All correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by HDC. Hence, the bidders are required to ensure that their corporate email I.D. provided is valid and updated. Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>				

6.	E-tender cannot be accessed after the due date and time mentioned in Schedule of Tender (SOT) or any extension thereof.
7.	<b>Bidding in e-tender:</b>
a.	In all cases, Tenderer should use their own ID and Password along with valid Digital Signature at the time of submission of their bid.
b.	During the entire e-tender process, the bidders will remain completely anonymous to one another and to everybody else too.
c.	The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
d.	All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that Tenderer and acceptance of the same by the Buyer would form a binding contract between Buyer and the Tenderer for execution of supply. Such successful tenderer shall be called hereafter Supplier.
e.	It is mandatory that all the bids to be submitted with valid Digital Signature Certificate (DSC) otherwise the same will not be accepted by the system.
f.	HDC, SMP, Kolkata 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.
g.	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender by any Tenderer confirms his acceptance of terms & conditions for the tender.
h.	Unit of Measure (UOM) is indicated in the e-tender. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender /tender document.
8.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
9.	No deviation to the technical and commercial terms & conditions are allowed.
10.	After submitting online bid, the Tenderer cannot access the tender, once it has been submitted with digital signature.
11.	HDC has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
12.	The bidders must upload all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the tender shall not be considered.
13.	The bid will be evaluated based on the filled-in technical & commercial formats.
14.	The bidders must read and understood General Instructions to Bidders, the Commercial terms and Conditions of the Contract, SMP, Kolkata, HDC' General Conditions of Contract, Scope of Work, Compensation, Period of Contract etc. and all other related documents and clauses in connection with this tender. A declaration in this regard need to be made by the bidder.
15.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the Tenderer is found to be false during scrutiny or any time thereafter. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
16.	Micro & Small Enterprises (MSEs) registered with NSIC or MSME's (under single point registration scheme) are exempted from depositing Cost of Tender Document and depositing Earnest Money having valid NSIC Certificate or MSEs along with DIC's(DISTRICT INDUSTRIES CENTRE) / Udyog Aadhaar or UDYAM or UDYAM Certificate. i) Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration



	<p>Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small &amp; Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.</p> <p>ii) When splitting of tender quantity is not possible purely on technical ground, trustees' reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non- MSE for consideration of award of order for 20% of tender quantity against any item, 4% sub-target for MSE owned by SC or ST Entrepreneurs as per new public procurement policy .</p> <p>iii) If Micro &amp; Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are registered with NSIC, then they will not have to deposit cost of Tender Document and depositing Earnest Money as per NIT.</p>
17.	Copy of valid NSIC Certificate or MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE)/Udyog Aadhaar Certificate or UDYAM has to be submitted along with the bid for seeking exemption from Tender Fee
18.	If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document as per NIT. Otherwise, their offer for those items will not be considered.
19.	Due date of submission of tender will not be extended under any situation.

## **Special Instruction to Bidders for eNivida**

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

This portal is for submission of online Bids. Bidder Enrolment can be done using "**Online Bidder Enrolment**". The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid.

More information useful for submitting online bids on the e-Nivida Portal may be obtained at: <https://kopt.enivida.in>

### **GUIDELINES FOR REGISTRATION:**

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

### **SEARCHING FOR TENDER DOCUMENTS**

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

document.

## **PREPARATION OF BIDS**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Color option, which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
5. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click "New" to upload new documents.

## **SUBMISSION OF BIDS**

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by SMPK.
3. In case of BG, bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.
4. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission
6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

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

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

**For any clarification in using eNivida Portal:**

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

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

Please feel free to contact eNivida Helpdesk (as given below) for any query related to e-tendering.

**Phone No. 011-49606060/7278929467/8448288981**

**Mail id: - enividahelpdesk@gmail.com**

## **COMMERCIAL TERMS & CONDITIONS**

### **1. ELIGIBILITY CRITERIA**

- 1.1** The bidder shall submit evidence that the bidder has successfully executed **similar work** (both order letter and successful execution certificate to be provided) as per the following:
- (1) At least 3 similar works **each** worth not less than ₹ 723200/- (Rupees Seven lacs twenty three thousand two hundred only) over a period of last 7 years ending on 28.02.2022 **or**
  - (2) At least 2 similar works **each** worth not less than ₹ 904000/- (Rupees Nine lacs four thousand only) over a period of last 7 years ending on 28.02.2022 **or**
  - (3) At least one similar work worth not less than ₹ 1446400/- (Rupees Fourteen lacs forty six thousand four hundred only) over a period of last 7 years ending on 28.02.2022.

**NOTE:** **Similar work** shall mean having experience in Supply, Installation, Integration and Commissioning with Maintenance of Boom Barriers.

- 1.2** The bidder shall submit Audited balance sheet and Profit & Loss account for the last 3 (three) financial years (i.e. 2018-19, 2019-2020 and 2020-2021).
- 1.3** The bidder shall submit average annual financial turnover during the above-mentioned period must be at least ₹ 542400/- (Rupees Five lacs forty two thousand four hundred only). The information is required to be submitted as per Annexure - IX.
- 1.4** The bidder shall submit certified copy of 'Employees State Insurance (ESI) Registration Certificate' OR an Affidavit affirmed before a First Class Judicial Magistrate as per Annexure - V in case the bidder is not covered under ESI Act or exempted from it.
- 1.5** The bidder shall submit certified copy of 'Provident Fund Registration Certificate OR an Affidavit affirmed before a First Class Judicial Magistrate as per Annexure -IV in case the Bidder is not covered under Provident Fund Act or exempted from it.
- 1.6** The bidder shall submit certified copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable. If this is not applicable, the bidder should submit a declaration in this regard with an evidential document.
- 1.7** The bidder shall submit copy of GST Registration Certificate / Provisional Registration Certificate (GSTIN).
- 1.8** The bidder shall submit self-certified copy of PAN.

## **2. BACKGROUND**

The successful bidder shall be responsible to supply, install & commission Boom Barriers at the front and rear of the existing two Road Weighbridges at HDC, SMPK and automation of the barriers by integrating it with the existing Weighbridge-RFID integrated system. The integrated Boom Barrier solution shall have comprehensive maintenance for a period of four years from the date of commissioning of the solution.

A brief background of the existing infrastructure & projects to be integrated with the Boom Barriers is given below, along with the 'Scope of Work' (clause 3), other terms & conditions and Deliverables for reference to understand the work by the successful bidder.

**Background:** Basic information about the Port, the existing Radio Frequency Identification (RFID) based Port Access Control & Tracking System (PACTS) & the existing Road Weighbridges is given below for an adequate understanding of the intending responder.

### **2.1 Haldia Dock Complex-Syama Prasad Mookerjee Port, Kolkata**

HDC, SMPK is a premier dock system in eastern India under the Ministry of Shipping, Government of India handling vessels and cargo to cater to the demand of a vast hinterland. HDC, SMPK manages around 2140 vessels annually and handles about 46 Million Metric Tons of cargo. There are 14 modern berths within the impounded dock system in addition to 3 riverine oil jetties & 4 Barge jetties.

### **2.2 Radio Frequency Identification (RFID) based Port Access Control & Tracking System (PACTS)**

The ICT enabled Port Access Control & Tracking System at HDC is an RFID based solution, which provides textual, statistical, graphical and spatial information of the traffic in the Dock Interior Zone (DIZ) of the Haldia Dock Complex. The following activities are performed by the PACTS:

- a) Automates the authorized & controlled entry inside the Dock Area.
- b) Track movement of man & vehicle across the Port.
- c) Record all movements of individuals & vehicles, cargo carrying or otherwise, to create a verifiable historical audit trail.

### **2.3 Road Weighbridge**

- a) Two Road Weighbridge with dimension 18 m x 3 m (L x B).
- b) Weighbridge Application integrated with RFID System for auto recording of weighment on flashing of vehicle RFID Card on the RFID Reader installed at weighbridges.
- c) RFID Readers installed at both Weighbridges.
- d) Jumbo weighment display LED units installed at both weighbridges and Integrated with the weighbridge application for display of weight and vehicle number after weighment.
- e) Signal Lights installed under manual operations.
- f) Camera installed at each weighbridge location and integrated with weighbridge application to capture vehicle number plate during weighment.

### 3 SCOPE OF WORK:

- 3.1 The successful bidder shall have to install, commission and maintain uninterrupted service of high speed non-corrosive Boom Barriers at front and rear of the existing weighbridges on round the clock basis, 24 hours a day, throughout the tenure of the contract period.
- 3.2 The successful bidder shall be responsible for automation of Boom Barriers & integration with the existing Weighbridge-RFID integrated system of HDC-SMPK.
- 3.3 The successful bidder shall be responsible for the integration of existing signal lights with the Boom Barriers for auto-operations on real-time basis.
- 3.4 **Coordination with existing Contractors:** The vendor shall be responsible for coordination with the existing weighbridge contractor and RFID contractor for timely completion of work and carrying and managing operations of Boom Barriers.
- 3.5 The successful bidder shall be responsible for the following operations of the Boom Barriers:
  - 3.5.1 The Boom Barriers shall initially be closed. Only the rear-end Boom Barrier (entry side) shall be automatically opened, while the front-end Boom Barrier (exit side) stays closed when a vehicle approaches the weighbridge.
  - 3.5.2 The Boom Barriers rear-end (entry-side) shall be automatically closed upon proper positioning of the vehicle at the weighbridge ramp for weighment. The signal light shall automatically indicate the driver to stop (RED) the vehicle movement at weighbridge.
  - 3.5.3 Only the Boom Barrier front-end (exit side) shall automatically be opened after successful recording of weighment and is closed after exit of the vehicle from the weighbridge ramp. The signal lights shall automatically indicate the driver to start (GREEN) the vehicle movement at weighbridge when the Boom Barrier is opened.
  - 3.5.4 Other possible combination/probability of sequence of operations of Boom Barriers can also be worked out. The successful bidder shall have to demonstrate (a visual presentation) of the entire cycle of opening and closing of Boom Barriers for weighment of one vehicle at the weighbridge to the "Engineer of Contract". Any modifications / changes as determined at that stage to be accommodated or worked out accordingly.
  - 3.5.5 The time required for opening, closing of Boom Barriers should be restricted to the minimum possible time limit, and the same should be defined and stated by the prospective bidder.
  - 3.5.6 The Boom Barriers shall be automatically opened and closed. There may be instances wherein a vehicle is already positioned on the weighbridge inside the two Boom Barriers, however due to some reason, another vehicle from the queue approaches the entry ramp of weighbridge (in proximity to the entry barrier). Under such circumstances, unless the vehicle on the ramp crosses the exit barrier, the entry barrier should not open.
  - 3.5.7 In case of exigencies such as malfunctioning of Boom Barrier or any other allied incidences, there should be a provision for manual intervention for operation of Boom Barrier. Manually operating the boom barriers, in case of any exigencies, is to be conducted only upon prior intimation to the concerned Port Authority (personnel looking after Road Weighbridges inside Dock Interior Zone (DIZ)).
- 3.6 The specification of Boom Barrier should be such that space is available for human transit i.e. the length of the Boom Barrier should be preferably half of the breadth of the individual weighbridges.

- 3.7** The Boom Barrier should have reflective cover to ensure visibility at night.
- 3.8** The successful bidder shall be exclusively responsible for supply and maintaining any hardware and software required for the smooth functioning as per clause 3.1 & 3.5 integration with the other existing and forthcoming systems as per clause 3.2 & 3.3. Any system & application software licenses required for the solution must be updated at the time of delivery & commissioning and shall be in the name of Haldia Dock Complex, SMPK.
- 3.9** The successful vendor shall have to pay for Gate Pass for the entry of workmen, vehicle or materials for execution of job into the Dock Interior Zone (DIZ) as per the scale of rate of HDC-SMPK.
- 3.10** The successful vendor shall have to draw the electric cable from the raw power source available near weighbridge. The successful bidder shall be responsible for the smooth functioning of the Boom Barrier solution even in case of power failure. The bidder may keep the provision of batteries for power back up (at least 2 hours) at no additional cost to HDC-SMPK.
- 3.11** The successful vendor shall have to interact/liaison with concerned personnel looking after Road Weighbridges inside Dock Interior Zone (DIZ) for any issues during operations.
- 3.12 TRAINING:** The successful bidder shall have to train identified personnel of HDC, SMPK as well as stakeholders of HDC, SMPK, if necessary, initially after commissioning the system and for each year for the next four years as refresher training. Such training shall include general and operational aspects of the solution.
- 3.13** The successful bidder shall be responsible for the maintenance of Boom Barriers and associated equipment to facilitate uninterrupted operations.
- 3.13.1 MAINTENANCE:** The successful vendor shall be responsible for post completion comprehensive maintenance support in entirety for a period of 48 months from the date of commissioning of the complete solution apposite to the clause 3.1-3.10 of this document.
- 3.13.2** During the comprehensive maintenance period, the successful bidder shall have to provide support seven days a week and shall have to attend the call on site within 4 (four) hours, isolate & rectify all fault(s) within 24 (twenty-four) hours from the time of logging of the complaint by email/phone. During the process of isolation and rectification of any fault(s) pertaining to Boom Barriers by the successful bidder, the weighment process involving entry and exit of vehicles at the weighbridge shall remain operational and shall not be hindered due to maintenance or rectification involving the boom barriers.
- 3.13.3** If the successful bidder fails to rectify the fault within the stipulated time frame (24 hours), the successful bidder shall be required to pay compensation at INR 2000/- per day or part thereof subject to a maximum of 5% of the contract value.
- 3.14 DELIVERABLES**
- a) All work as per Scope of Work.
  - b) System User Manual Document for Boom Barrier System
  - c) System interface document for integration of Boom Barrier with existing RFID-Weighbridge System
  - d) Comprehensive coverage assurance for all components of this project in writing for the complete solution for 48 months from the date of complete commissioning comprising supply, installation, integration and commissioning of Boom Barriers at Weighbridges. This



shall include all hardware, system software, application software, licenses (wherever applicable).

- e) Any report (in the format like csv, pdf etc.), requested by the Engineer of the Contract at any stage of the contract.

## **4 SPECIAL CONDITIONS OF THE CONTRACT**

### **4.1 Validity of Offer:**

- a) The tender shall remain open for acceptance for a period **of 180 days** from the date of opening of the same. If before expiry of this validity period, the bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable for forfeiture at the option of the Trustees / sanctioning Authority. In such case, the bidder may be disqualified from bidding for any tender for a period of three years from the date of notification.
- b) In exceptional circumstances, prior to the expiration of the bid validity period, SMP Kolkata may request the bidders to extend the period of validity of their bids. The request and the responses shall be made in writing.

A Bidder granting the request shall not be required or permitted to modify its bid, except when option to do the same has been specifically granted by SMP Kolkata, in writing.

### **4.2 Earnest Money:**

- a) Bid / Tender submitted without Earnest Money shall be rejected outright without any further reference to the Bidder whatsoever.
- b) Refund of Earnest Money deposited shall be done, subject to provisions of forfeiture of Earnest Money deposit, as indicated in this tender document, to the unsuccessful bidders, without interest, after selection of "Successful Bidder".
- c) In the case of Successful Bidder, this amount may be adjusted against the Performance Guarantee or refunded without interest after submission and acceptance of the Performance Guarantee.
- d) The Earnest Money deposit shall be forfeited if the Bidder submits any forged document(s).
- e) The Earnest Money deposit shall be forfeited as per the other provisions specifically mentioned in this Tender Document.
- f) Micro & Small Enterprises (MSEs) registered with NSIC or MSME's (under single point registration scheme), for the items they are registered with NSIC, are exempted from depositing Earnest Money having valid NSIC Certificate or MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) / Udyog Aadhaar or UDYAM or UDYAM Certificate.

### **4.3 Pre-Bid Meeting:**

- a) A Pre-Bid meeting shall be held on March 21, 2022 at 11:30 AM at the Office of the Senior Deputy Manager (Administration) - II, Haldia Dock Complex, Syama Prasad Mookerjee Port Kolkata at Jawahar Tower; Haldia Township; Purba Medinipur; West Bengal, India; PIN – 721607. Interested Bidders may participate, if they so desire.
- b) The intending bidders are advised to forward their queries, relating to any aspect mentioned in the tender document or any clarification required, in advance and forward the by email within March xx, 2022 to [sspandit.hdc@kolkataporttrust.gov.in](mailto:sspandit.hdc@kolkataporttrust.gov.in) AND [srohhila.hdc@kolkataporttrust.gov.in](mailto:srohhila.hdc@kolkataporttrust.gov.in) so that the same may be discussed / clarified in the Pre-Bid meeting. During the Pre-Bid meeting, queries received in advance would be clarified first followed by those raised during the meeting.

Authorized representative (s) of the prospective bidders will be allowed to attend the pre-bid meeting, should submit their authorization in this regard. The signature of such designated person (s) should be attested by the authorized signatory of the

prospective bidders. Otherwise, the designated person should have to submit the proof of his identity through other means.

- c) HDC-SMPK will furnish response to all such queries including the description of the queries (without identifying the sources raising such queries) in the websites, as specified in the Notice-Inviting Tender including modifications / amendments, if any, to the terms and conditions of the original tender, scope of work etc., which the intending bidder is to note for submitting their tender.

The amendments / modifications / clarifications shall be hosted in the form of an "Addendum / Corrigendum", which shall become an integral part of the tender document for all purposes and shall be binding on the bidder.

- d) Necessary Gate Pass/Dock Entry Permit, for entering into the Dock area, will be issued to the designated representative(s) of the prospective bidders, on chargeable basis [as per the extant "Scale of Rates" of SMP Kolkata, available at <http://www.smpportkolkata.shipping.gov.in/> of SMP Kolkata (FORMERLY KOLKATA PORT TRUST)], to visit the site, for the purpose of inspection only, on receipt of a formal written request. The signature of such designated person(s) should be attested by the authorized signatory of the prospective bidders. Otherwise, the designated person(s) should have to submit proof of his/their identity through other means.

However, during the pre-bid meeting, if the prospective bidders are willing to enter into the dock area, they will be allowed through VIP Pass of HDC free of cost.

Such prospective bidder will be fully responsible for any injury (whether fatal or otherwise) to its designated representative(s), for any loss or damage to property, or for any other loss, damage, costs and expenses whatsoever caused, which, but for the granting of such permission, would not have arisen.

The prospective bidder will be liable to indemnify SMP Kolkata against any loss or damage to the property of SMP Kolkata or neighboring property which may be caused due to any act of prospective bidder or their designated representative(s).

- e) Attending the Pre-Bid meeting will be helpful for the intending bidder but is not mandatory.

#### **4.4 Price Bid:**

- a) Rate must be quoted as per "PRICE SCHEDULE (BOQ Excel Sheet) available in the portal and upload the same as per rule.
- b) Rate must be quoted F.O.R Jawahar Tower, Administration Division at Haldia Township including all charges involved.
- c) Only unit rate must be quoted in the "Schedule of Rates" and this MUST EXCLUDE the GST component.
- d) The successful bidder will be required to submit GST compliant invoice with all required details and also be required to file timely and proper return so as to enable SMP Kolkata to get due credit against GST paid.

In case of any failure on the above account, GST amount, even if paid by SMP Kolkata, shall be recoverable from the successful bidder.

- e) All quoted rates will remain firm during the validity period of the bid/offer, including any/all extension thereof, agreed by the bidder.

However, changes in statutory taxes & duties [other than GST] will be adjusted (within the scheduled completion period), based on the documentary evidence.

#### **4.5 Duties and Taxes:**

- a) The rate quoted shall be including all statutory levies excluding GST, which will be paid extra. GST shall not be considered for evaluation of the bids.
- b) General Terms & Conditions:
  - i. Supplier/service provided to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
  - ii. The successful bidder 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. The successful bidder 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 successful bidder and details available with Syama Prasad Mookerjee Port, Kolkata, then payments are to 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 SMPK, Kolkata 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.
  - iii. Syama Prasad Mookerjee Port, Kolkata has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the successful bidder. Any loss of input tax credit to Syama Prasad Mookerjee Port, Kolkata for the fault of successful bidder shall be recovered by Syama Prasad Mookerjee Port, Kolkata by way of adjustment in the consideration payable.
  - iv. Supplementary invoices/Debit note/credit note for price revisions to enable Syama Prasad Mookerjee Port, Kolkata to claim tax benefit on the same shall be issued by the successful bidder for a particular year before September of the succeeding Financial Year.
  - v. The purchase order/work order shall be void, if at any point of time the contractor is found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.
  - vi. If any new taxes and duties, increase in existing taxes and duties are imposed by the central / state government and is applicable in this contract, these shall be paid by the Trustees in addition as the same are not included in the quoted rates.
- c) SMP, Kolkata is entitled to claim benefit under Service Exports from India Scheme formulated under Foreign Trade Policy, 2015-20 and accordingly, the successful bidder would not be entitled to claim any benefit under same scheme against amount realized from services rendered under the contract. In case any other scheme to be notified under subsequent Foreign Trade Policy, if SMP, Kolkata is entitled to claim any benefit, the successful bidder would not be entitled to claim the same benefit against any money realized against services rendered under the contract.

The successful bidder would not claim any benefit under Service Exports from India Scheme formulated under Foreign Trade Policy, 2015-20 or any other such Scheme to be notified under subsequent Foreign Trade Policy against any amount paid by SMP, Kolkata to the successful bidder for the services rendered under the contract, without prior written approval of SMP, Kolkata. In case of any default in this account, the amount claimed by successful bidder would stand recoverable by SMP, Kolkata with interest and in case the successful bidder fails to pay the same on demand, the SMP, Kolkata would be entitled to recover the same from any amount payable by SMP, Kolkata to the successful bidder on any account and failing which by way of encashment of any Bank Guarantee/Security Deposit maintained by the successful bidder.

#### **4.6 Evaluation of Techno Commercial Bid:**

- a) The techno commercial offers of the bidders found responsive will then be evaluated as per eligibility criteria and tender terms and conditions as laid down in this tender document.
- b) HDC-SMP, Kolkata reserves the right to get the financial capability of the bidder verified from the Annual Accounts of the bidder (to be submitted along with Techno

Commercial Bid) and in case of any discrepancy found, findings, as will be ascertained by HDC-SMP, Kolkata, shall prevail for the purpose of evaluation.

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

**4.7 Clarification during Evaluation Process:** To assist in the process of evaluation of Tender, HDC-SMP, Kolkata may, at its sole discretion, ask any bidder to provide original documents or additional documents/details related with submitted documents or seek clarification in writing from any bidder regarding its offer. The request for providing such additional details/documents and/or clarification and the response shall be in writing. HDC-SMP, Kolkata reserves the right to reject any offer, which is non-responsive.

**4.8 Evaluation of Price Bid:**

- a) The evaluation of the rates will only be made for the techno-commercially qualified bidders. Price Bid opening time and date shall be intimated separately to the techno commercially qualified bidders.
- b) Evaluation will be made on the lowest (L1) landed price excluding GST quoted among the techno-commercially qualified bids subject to the fulfilment of necessary tender conditions and benefit will be extended to MSEs registered with NSIC as per New Public Procurement Policy as notified by the Government of India, Ministry of Micro, Small & Medium Enterprises (MSME) in The Gazette of India vide No. 503, dated 26.03.2012. This quoted rate MUST NOT include GST component. The "Grand Total" value of "Schedule of Rates" shall only be considered to ascertain the lowest bidder.
- c) When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy. It is not obligatory on the part of the Trustees to accept the Lowest Tender. They reserve the right to accept a Tender in full or in part and / or reject a Tender without assigning any reason thereof.
- d) If the lowest rate is quoted by more than one bidder, the bidders concerned offering the lowest rate will be required to submit rebate on such rate within 3 days from the date of opening of Price Bid, in sealed cover to ascertain the revised successful bidder.
- e) HDC-SMP, Kolkata, at any stage, reserves the right to accept or reject any or all the offers without assigning any reason whatsoever.
- f) As this is an e-Tender, the price bid allows quote to be made in figures only. No provision exists to mention / upload the quote in words. The intending bidder must note that (i) only unit price need to be quoted and (ii) the quote must not include GST component. "Grand Total" shall be calculated automatically by multiplying the unit rate quoted with quantity and this "Grand Total" value shall only be considered for evaluation of lowest bid. Considering GST environment, it is mandatory for the bidder to indicate the details, nature and percentage of taxes, levies, and statutory charges (as applicable) in the techno-commercial bid as per Annexure - X.

**4.9 Delivery:** All activities as per "SCOPE OF WORK" comprising supply, installation, integration and commissioning of Boom Barriers at Weighbridge & maintenance of equipment / software to be supplied and commissioned by the successful bidder as per clause 3.1-3.10 & deliverables as per clause 3.14 of the tender document **within 60 days from the date of order letter**. This shall be termed as "SUCCESSFUL COMMISSIONING OF THE SOLUTION". On successful commissioning of the solution in totality, a certificate to that effect shall be issued by the Engineer of the Contract based on the certificate of compliance of the Scope of Work.

**4.10 Duration of Contract:** The duration of contract shall be of Four years (Forty-Eight months) from date of commissioning of complete solution.

#### 4.11 Ownership and License

- a) The ownership of all bespoke software or hardware customized or configured for the project would always be with HDC, SMPK. All licenses etc. of any required software for the project would be in the name of the purchaser, viz. HDC, SMPK.
- b) The required system software licenses (if required as part of solution) shall be genuine, perpetual, full use and should provide upgrades, patches, fixes, security patches and updates directly from the OEM. All the licenses and support (updates, patches, bug fixes, etc.) should be in the name of HDC, SMPK. The successful bidder shall provide a comprehensive maintenance that covers all components after the issuance of the final acceptance by HDC, SMPK. The maintenance should cover all materials, licenses, services, and support for both hardware and software.

#### 4.12 Payment:

- 4.12.1 Payment shall be made strictly provisions of the Schedule of Rates (SOR).
- 4.12.2 Payment for supply, installation, integration and commissioning of Boom Barrier at Weighbridge as per Scope of Work ('Part A' of Schedule of Rates) shall be made one time after complete & successful commissioning of the work as specified in clauses 3.1-3.10.
- 4.12.3 Payment for post completion maintenance support for a period of 48 months from the date of commissioning of the complete solution ('Part B' of Schedule of Rates), clause 3.13 of "SCOPE OF WORK" shall be made after every six months. The payment shall be made after successful service.
- 4.12.4 Payment, subject to relevant conditions of the contract like Performance Guarantee, etc., shall be made after submission of clear, correct, and complete bills (GST compliant) along with related documents (Uptime Report) as required by Engineer of the Contract.

#### 4.13 Security Deposit:

- 4.13.1 The successful bidder, at own expense, shall have to keep with HDC, SMPK a Security Deposit **amounting to 3% of** the Order Value (valid) for the entire period of contract plus three months either in the form of 'CTS – 2010' benchmarked Demand Draft / Banker's Cheque / Pay Order of any Nationalized / Scheduled Bank of India, in favour of "**SYAMA PRASAD MOOKERJEE PORT, KOLKATA, Haldia Dock Complex**", payable at par at Haldia OR in the form of Bank Guarantee as per Appendix 10 within 30 days from the date of Order Letter. If the successful bidder fails to pay the Security Deposit as indicated above, the Security Deposit will be recovered from the bill of the successful bidder.
- 4.13.2 The Security Deposit shall be held by the "ENGINEER OF THE CONTRACT" as security for the performance of the successful bidder's obligation under the contract. The Security Deposit shall be refunded without interest after successful completion of the entire period of contract plus three months subject to recovery of damage and / or loss incurred, if any, by HDC, SMPK due to default on the part of the successful bidder.
- 4.13.3 The "ENGINEER OF THE CONTRACT" shall have the right to ask for the extension of the Security Deposit till such time the Contractual obligations are fulfilled and successful bidder will be duty bound to extend the same.

#### 4.14 Liquidated Damage:

In the event of successful bidder failing to execute the contract within the stipulated time frame or such extensions thereof as may be allowed by the "ENGINEER OF THE CONTRACT" in writing, the successful bidder shall be required to pay as compensation, and not as penalty, @ ½% of the total value of the order for delay in supply of every week or part thereof, provided the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10% of the total order value.

HDC, SMPK may without prejudice to any other method of recovery, deduct the amount of such damages from any amount which is due or which may become due to the successful bidder. The payment or deduction of such damages shall not relieve the successful bidder from the obligation to complete the contract provisions / liabilities or from any other of his

obligation or liabilities under the contract. In case of failure of the bidder and at the absolute discretion of the 'ENGINEER OF THE CONTRACT', the work may be ordered to be completed by some other agency at the risk and expense of the bidder. GST as per prevailing rate will be applicable on the amount of compensation deducted.

#### **4.15 Acceptance of Order Letter:**

- a) After finalization of the tender, HDC-SMP, Kolkata shall issue "Order Letter" to the successful bidder.
- b) Pending execution of Contract Agreement, the "Order Letter" and its acceptance by the successful bidder shall be construed as an Agreement between HDC-SMP, Kolkata and the successful bidder for fulfilling the scope of work and obligation of the contract by the successful bidder.

#### **4.16 Event of Default Cases:** Any one or more of the following will construe the successful bidder's event of default:

- a) If the successful bidder fails to perform or discharge any of its obligation under the provisions of the contract.
- b) If representation made, or documents / certificates submitted or given by the successful bidder during the tendering stage or during the currency of the contract is / are found to be false or misleading.
- c) The successful bidder is adjudicated bankrupt or insolvent.
- d) The successful bidder assigns or transfer job as per provisions of the contract to any third party without permission from HDC- SMP, Kolkata.
- e) If the successful bidder, through its employees, get engaged or wrongly takes part in prohibited or unlawful activities or even fails to prevent such prohibited / unlawful activities.

#### **4.17 Termination of Contract:**

- a) If at any point of time during the period of contract it is observed that supply / services under the provisions of this contract is not being rendered in part / full or is not up to the satisfaction of HDC- SMP, Kolkata and / or the legal obligations in respect of contract are not being fulfilled by the successful bidder, the General Manager (M&S), HDC- SMP, Kolkata through his authorized representative shall assess the position and if he is of the opinion that the service is not to the satisfaction of the authorities of HDC- SMP, Kolkata and /or legal obligations are not being fulfilled by the successful bidder, General Manager (M&S), HDC- SMP, Kolkata shall terminate the full or part of the contract after giving 30 days' notice and his decision in the matter shall be final and binding on the successful bidder.
- b) During the termination notice period of 30 days as above, the successful bidder may be asked by HDC- SMP, Kolkata to continue to discharge its obligations under the contract as may be mutually agreed upon with the objective, as far as possible, of ensuring continued availability of the facilities and services.
- c) Upon termination of the contract, for any of the reasons indicated above, the General Manager (M&S), HDC- SMP, Kolkata shall be entitled to execute the balance work as per the scope of work at the risk and expenses of the successful bidder through any independent agency for the balance / remaining period of the contract and to recover from the terminated successful bidder in addition to any other amount, compensation or cost of damages that HDC- SMP, Kolkata is entitled to in terms of the other relevant clauses in the contract. HDC- SMP, Kolkata will be entitled to retain or deduct money due under the contract from any amount due to the successful bidder under any other contract.

- d) Security Deposit would be liable to forfeiture in case of pre-mature termination of the contract owing to breach of contractual obligation(s) by the successful bidder.
- e) No compensation whatsoever shall be paid by HDC- SMP, Kolkata to the successful bidder in the event of termination of the contract.
- f) If after termination, any amount is due to be paid by HDC-SMP, Kolkata to the successful bidder, the same shall be paid after adjustment of the dues and damages receivable by HDC- SMP, Kolkata from the successful bidder.

#### **4.18 Indemnification:**

- a) The successful bidder shall indemnify and keep indemnified HDC- SMP, Kolkata and its every member, officer and staff against all actions, proceedings, claims, costs and expenses whatsoever in respect of or arising out of any action, failure or default by the successful bidder in due performance of his/their obligation under this contract.
- b) The successful bidder shall indemnify HDC- SMP, Kolkata from the possible future demand of workers / employees engaged by them under this contract, for absorption in HDC- SMP, Kolkata. It will be the responsibility of the successful bidder to find a solution for such demand if it arises.
- c) In case the bidder/s are not covered under the ESI Act, they must additionally indemnify HDC-SMP, Kolkata in a Non-Judicial Stamp Paper, against all damages and accident occurring to his personnel. For this purpose, the successful bidder shall be required to submit Indemnity Bond as per Annexure -VIII.

**4.19 Contract Agreement:** The successful bidder shall be required to execute at his own cost and expenses a "Contract Agreement" on a Non-Judicial Stamp paper valued at ₹ 100.00 or more signed jointly with HDC- SMP, Kolkata under official seals within a period of 30 days from issuance of Order Letter. Format of the agreement shall be as per Annexure- VII.

**4.20 Force Majeure:** Force Majeure Event shall mean any event or circumstances or a combination of events and circumstances not attributable to the Contractor like those as set out hereunder or the consequences thereof which may materially and adversely affect the Contractor in due performance of its various obligations under the contract.

- a) Acts of God, heavy and incessant rain, dense fog severely affecting visibility, storm, cyclone, hurricane, flood, tsunami, earth quake, fire / smoke etc. (to the extent originating from a source other than the equipment to be supplied, installed, operated and maintained by the Contractor).
- b) Strike, boycotts or other forms of labour unrest (excluding strike or boycotts by the employees of the Contractor or by the employees of the agents / representatives / sub-contractors engaged by the contractor) and labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the contractor.
- c) An act of war, riot etc.
- d) Industry wide or Statewide strikes or industrial actions.
- e) Any civil commotion, boycott or mass agitation, which prevents the contractor in supplying /operating the equipment under the provisions of the contract.

#### **4.20.1 Notice of Force Majeure Event:**

- a) The Contractor shall give notice to SMP, Kolkata in writing of the occurrence of the Force Majeure Event as soon as the same arises which in any event shall be within 24 hours from the time of occurrence.
- b) The notice shall inter-alia include full particulars of:



- (i) the nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof,
- (ii) the duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the Contractor to perform its obligations under the contract,
- (iii) the measures which the Contractor has taken or proposes to take, to alleviate the impact of the Force Majeure Event , and
- (iv) Any other relevant information.

**4.20.2 Period of Force Majeure:** Period of Force Majeure shall mean the period from the time of occurrence specified in the notice given by the Contractor in respect of Force Majeure Event until the earlier of:

- a) expiry of the period during which the Contractor is excused from performance of its obligations OR
- b) termination of the contract,

**4.20.3 Performance Excused:** The Contractor to the extent rendered unable to perform its obligations or part thereof under the contract as a consequence of the Force Majeure Event shall be excused from performance of the obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than considered reasonable by SMP, Kolkata consequent to the Force Majeure Event.

**4.20.4 Resumption of Performance:** During the period of Force Majeure, the Contractor shall make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations under the contract. The Contractor shall also make efforts to resume performance of its obligations under the contract as soon as possible and upon resumption shall notify SMP, Kolkata of the same in writing.

**4.20.5 Extension of time for performance of obligations:** SMP, Kolkata may grant extension of time to the Contractor for the performance of any obligation by such period not exceeding the period during which the relevant performance was affected by the Force Majeure Event. Such extension may include extension of the contract by SMP, Kolkata at its sole discretion without any change in the terms, conditions and rates of the ongoing contract.

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

**4.21 Workmen Compensation:** The successful bidders must cover his employees / workers, who will be engaged for delivery, unloading & stacking job at HDC's site, under workmen compensation act, fatal accident act and personal injuries insurance act for protection against any injury / accident and shall have to bear all the consequences and cost as applicable as per relevant acts.

**4.22 Personal Protective Equipment (PPE):** Suppliers and his workmen including driver & helper must use PPE i.e. Safety Helmet etc. at the time of supply/or any service at HDC's premises.

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

#### **4.24 Priority of documents:**

- a) The documents forming the Contract are to be taken as mutually explanatory to one another, but in case of ambiguity or discrepancies, the same shall be explained and adjudicated by the Engineer of the Contract, who shall there upon issue to the successful bidder instructions thereon, which will be final and binding on the successful bidder.
- b) Unless otherwise specified in the Contract, if the stipulations in the various documents forming a part of the Contract are found to be in variation in any respect then, unless a different intention appears, the provision(s) of one will override other (but only to the extent these are at variance) in order of precedence as given in the list below i.e. a particular item in the list will take precedence over all those placed lower down the list:
  - 1. Order Letter
  - 2. Scope of Work & Payment Terms
  - 3. Special Conditions of the Contract
  - 4. General Conditions of Contract
  - 5. Schedule of Rates
  - 6. Instructions to Bidder
  - 7. Any other document(s) forming part of the Contract

#### **4.25 Change in law:**

- a) Any new statutory levies, taxes, duties, cess etc. imposed by the Central/ State/ local authorities by way of fresh notification subsequent to the issue of work Order/Purchase Order, but within the stipulated delivery period, shall be paid extra.
- b) Any additional cost of benefit impacting the contract price resulting from introduction of any new law, towards leviable taxes, including eligible credits, in respect of goods and services to be supplied under the Contract, then the Parties agree to an adjustment to the contract price to reflect the financial impact of such "Change in law".

**4.26 Confidentiality of Information:** All confidential information and documents (whether financial, technical or otherwise) provided by either Party to the other shall not, unless compelled by law or the process of a Government Authority, be disclosed to any Person without the consent of the other Party with the exception of providing such information to legal advisors/auditors of the concerned party on a need-to-know basis. This covenant shall survive the Contract Period.

#### **4.27 Expiry of Contract with efflux of Time:**

- a) Upon expiry of the contract with efflux of time, if any amount is due to be paid by SMP, Kolkata to the Contractor, the same shall be paid after adjustment of the dues and damages receivable by SMP, Kolkata from the Contractor.
- b) No compensation shall be paid by SMP, Kolkata to the Contractor on expiry of the contract.

**4.28 Illegality:** If for any reason whatsoever any provision and condition of the contract is held to be void, illegal or invalid under present or future laws or regulations effective and applicable during the contract period, such provision shall be treated as fully separable and the remaining provision of the contract shall remain in full force. The other provisions of contract shall not be affected by such illegal or invalid provisions or by its severance from this contract. For the sake of smooth execution of the contract, any new condition(s) as

may be mutually acceptable in supersession of the affected provision and condition of the contract shall be deemed to be a part of the contract from such point of time.

- 4.29 Amendment in Contract Provisions:** In case of exigency or for operational requirements, the conditions of the contract may be amended with mutual consent of both the parties, subject to the condition that such amendments are in conformity with the prevailing policy of Govt. of India and law of the land on the subject.
- 4.30 Risk Purchase:** In case of supplier's failure and at the absolute discretion of the General Manager (M&S), the work may be ordered to be completed by some other agency at the risk and expense of the supplier (successful tenderer) after a minimum three days' notice in writing has been given to the supplier by the General Manager (M&S) or, his representative. In case of risk purchase, extra cost will be borne by the supplier (successful tenderer).
- 4.31 Banned or De - Listed Contractors:** Bidders must give a declaration to the effect that they have not been banned or, de-listed by any Government or, Quasi-Government Agency or, PSU. If a Bidder has been banned / de-listed by any Government or, Quasi-Government Agency or PSU, the details of any such ban must be clearly stated along with relevant documents which the Bidder is to enclose together with Techno-Commercial Bid. Incorrect declaration or suppression of facts will lead to rejection of the Offer.
- 4.32 Jurisdiction of Court:** The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of High Court at Calcutta.

## **GENERAL CONDITIONS OF CONTRACT**

'General Conditions of Contract, Forms and Agreements' as sanctioned by the Board of Trustees of SMP, Kolkata for the Port of Syama Prasad Mookerjee is hosted at [www.smporkolkata.shipping.gov.in](http://www.smporkolkata.shipping.gov.in).

(<https://smporkolkata.shipping.gov.in/showfile.php?layout=1&lang=1&lid=2531>). Only those Clauses, Forms or Formats, which are not covered elsewhere in this Tender Document, shall be applicable. Also, for the sake of interpretation of the contents of the Appendices, the terms contained in the main tender document (other than Appendices) including the 'General Conditions of Contract, Forms and Agreements' shall prevail.

## DOCUMENTS TO BE UPLOADED

### (Documents to be downloaded, filled up, signed, scanned and uploaded)

**Following documents for meeting the pre-qualification criteria should be uploaded by the Bidder along with offer otherwise their offer may be rejected: -**

1. The bidder shall submit evidence that the bidder has successfully executed similar work (both order letter and successful execution certificate to be provided) as per the following: (1) At least 3 similar works <b>each</b> worth not less than ₹ 723200/- (Rupees Seven lacs twenty three thousand two hundred only) over a period of last 7 years ending on 28.02.2022 <b>or</b> (2) At least 2 similar works <b>each</b> worth not less than ₹ 904000/- (Rupees Nine lacs four thousand only) over a period of last 7 years ending on 28.02.2022 <b>or</b> (3) At least one similar work worth not less than ₹ 1446400/- (Rupees Fourteen lacs forty six thousand four hundred only) over a period of last 7 years ending on 28.02.2022. <b>NOTE: Similar work</b> shall mean having experience in Supply, Installation, Integration and Commissioning with Maintenance of Boom Barriers.
2. Audited balance sheet and Profit & Loss account for the last 3 (three) financial years (i.e. 2018-19, 201-20 and 2020-21).
3. Average annual financial turnover during the above-mentioned period must be at least ₹ 542400/- (Rupees Five lacs forty two thousand four hundred only). The information is required to be submitted as per <b>Annexure – IX</b> .
4. Submit certified copy of 'Employees State Insurance (ESI) Registration Certificate' (for each member in case of a Consortium) OR an Affidavit (for each member in case of a Consortium) affirmed before a First Class Judicial Magistrate as per <b>Annexure – V</b> in case the Bidder is not covered under ESI Act or exempted from it.
5. Submit certified copy of 'Provident Fund Registration Certificate' (for each member in case of a Consortium) OR an Affidavit (for each member in case of a Consortium) affirmed before a First Class Judicial Magistrate as per <b>Annexure – IV</b> in case the Bidder is not covered under Provident Fund Act or exempted from it.
6. Copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable. If this is not applicable, the bidder should submit a declaration in this regard.
7. Copy of GST Registration Certificate / Provisional Registration Certificate (GSTIN).
8. Self-certified copy of PAN.
9. Power of Attorney as per <b>Annexure - III</b> .
10. Profile of Bidder as <b>Annexure - II</b> .
11. Declaration by the bidder as per <b>Annexure - I</b> .
12. Considering GST environment, the bidder shall have to submit information regarding nature and percentage of taxes, levies, statutory charges (as applicable) as per scope of work and as per <b>Annexure – X</b> .
13. Escalation Matrix with Contact Numbers, contact person & Email Addresses.
14. Micro & Small Enterprises (MSEs) registered with NSIC or MSME's (under single point registration scheme), for the items they are registered with NSIC, are exempted from depositing Earnest Money having valid NSIC Certificate or MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) / Udyog Aadhaar or UDYAM or UDYAM Certificate.

## **SAMPLE SCHEDULE OF RATES**

**[BIDDER NOT TO QUOTE HERE, QUOTE ONLY ONLINE]**

### **PART A: SUPPLY, INSTALLATION, INTEGRATION AND COMMISSIONING**

<b><u>Work Description</u></b>	<b><u>Amount to be quoted (INR) (Excluding GST)</u></b>
<b>SUPPLY, INSTALLATION, INTEGRATION AND COMMISSIONING OF BOOM BARRIERS AT WEIGHBRIDGE (Clause 3.1 to 3.10 of 'Scope of Work')</b>	-

### **PART B: MANITENANCE**

<b><u>Work Description</u></b>	<b><u>Amount to be quoted (INR) per year (Excluding GST)</u></b>
<b>COMPREHENSIVE MANITENANCE OF THE ENTIRE SOLUTION FOR 1<sup>ST</sup> YEAR (Clause 3.13)</b>	
<b>COMPREHENSIVE MANITENANCE OF THE ENTIRE SOLUTION FOR 2<sup>nd</sup> YEAR (Clause 3.13)</b>	
<b>COMPREHENSIVE MANITENANCE OF THE ENTIRE SOLUTION FOR 3<sup>rd</sup> YEAR (Clause 3.13)</b>	
<b>COMPREHENSIVE MANITENANCE OF THE ENTIRE SOLUTION FOR 4<sup>th</sup> YEAR (Clause 3.13)</b>	

<b>GRAND TOTAL( PART A &amp; PART B (<b>Comprehensive maintenance for four years</b>)) (Excluding GST)</b>	
--	--

**IMPORTANT: THE BIDDER MUST NOTE THAT UNIT PRICE IS TO BE QUOTED WITHOUT GST. GST SHALL BE PAYABLE EXTRA AS APPLICABLE.**

**DECLARATION BY THE BIDDER**

1. I / We have carefully examined and fully understood the General Instructions to Bidders, the Commercial terms and Conditions of the Contract, SMP, Kolkata, HDC' General Conditions of Contract, Scope of Work, Compensation, Period of Contract etc. and all other related documents and clauses in connection with this tender.
2. I / We **accept** all the terms & conditions of the Tender Document (Administration/1466/BOOMBARRIER/2021).
3. I / We have deposited requisite Earnest Money for the tender (if applicable).
4. I / We have submitted copies of the required documents as mentioned at "DOCUMENTS TO BE UP LOADED" of the Tender Document.
5. I/We declare that I/We have not been banned or delisted by any Government or Quasi-Government Agency or PSU in India.
6. My local office and Registered office (if any) addresses and contact details are –

Address	Telephone	Fax	E-Mail Address

Date:

-----  
Signature of the bidder with office seal**Witness:-**

Sl. No.	Name	Address	Signature
1			
2			

**FORMAT OF PROFILE OF THE BIDDER**

1.
  - (a) Name of the Bidder:
  - (b) Country of incorporation:
  - (c) Address of the corporate headquarters and its branch office(s), if any in India:
  - (d) Date of incorporation and commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in connection with implementation of the tender.
3. Details of individual(s) of the tenderer who will serve as the point of contact/ communication with HDC-SMP, Kolkata.
  - (a) Name :
  - (b) Designation :
  - (d) Address :
  - (e) Telephone Number :  
(Land & Mobile)
  - (f) E-Mail Address :
  - (g) Fax Number :
4. Details of Authorized Signatory of the Tenderer:
  - Name :
  - Designation :
  - Address :
  - Telephone No. :  
(Land & Mobile)
  - Email Address :
  - Fax No. :

.....  
**Signature of Bidder / Power of Attorney Holders**

**Name:** .....

**Designation:** .....

**Date :** .....

**Seal :**



**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF TENDER**

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

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

POWER OF ATTORNEY

To whomsoever it may concern

Mr. \_\_\_\_\_ [Name of the Person], residing at  
\_\_\_\_\_ [Address of the person], acting as  
\_\_\_\_\_ [Designation of the person and name of the firm], and whose  
signature is attested below, is hereby authorized on behalf of  
\_\_\_\_\_ [Name of the Tenderer] to sign the tender  
[(Tender No. ....and (Tender subject- ".....")]] and submit the  
same and is hereby further authorized to provide relevant information/ document and respond to  
the enquiry's etc. as may be required by Syama Prasad Mookerjee Port, Kolkata (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 Tenderer)

\_\_\_\_\_  
(Signature with Office Seal)

Date: -

Name :-

Place:

Designation :-

**On ₹ 10/- (Rupees Ten) Non Judicial Stamp Paper**

BEFORE THE 1<sup>ST</sup> CLASS JUDICIAL MAGISTRATE AT \_\_\_\_\_

**Affidavit**

I \_\_\_\_\_ son of \_\_\_\_\_ aged about \_\_\_\_\_ years, by faith \_\_\_\_\_ by occupation \_\_\_\_\_, residing at \_\_\_\_\_, do hereby solemnly affirm and declare as follows:

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

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

2. THAT my aforesaid Firm is exempted from Provident Fund Act and the said Firm has no valid Provident Fund Registration.

3. THAT the present affidavit is to be filed before the Syama Prasad Mookerjee Port, Kolkata as per the clause no. \_\_\_\_\_ of the Tender vide Tender no. \_\_\_\_\_ issued by the Syama Prasad Mookerjee Port, Kolkata in respect of the work (the work is to be mentioned).

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

Deponent

Identified by: .....

**On ₹ 10/- (Rupees Ten) Non-judicial Stamp Paper**

BEFORE THE 1<sup>ST</sup> CLASS JUDICIAL MAGISTRATE AT \_\_\_\_\_

**Affidavit**

I \_\_\_\_\_ son of \_\_\_\_\_ aged about \_\_\_\_\_ years, by faith \_\_\_\_\_ by occupation \_\_\_\_\_ residing at \_\_\_\_\_, do hereby solemnly affirm and declare as follows:

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

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

2. THAT my aforesaid Firm is exempted from Employees' State Insurance (E.S.I.) Act and the said Firm has no valid E.S.I. Registration.

3. THAT the present affidavit is to be filed before the Syama Prasad Mookerjee Port, Kolkata as per the clause no. \_\_\_\_\_ of the Tender vide Tender no. \_\_\_\_\_ issued by the Syama Prasad Mookerjee Port, Kolkata in respect of the work (the work is to be mentioned).

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

Deponent

Identified by: .....

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

To  
The Board of Trustees  
for the Syama Prasad Mookerjee Port, Kolkata,

BANK GUARANTEE NO ..... DATE .....

Name of Issuing Bank .....

Name of Branch .....

Address .....

In consideration of the Board of Trustees of the Syama Prasad Mookerjee Port, Kolkata, a body corporate-duly constituted under the Major Port Trusts Act, 1963 (Act 38 of 1963), having agreed to exempt Shri / Messrs ....., a Proprietary / Partnership / Limited / Registered Company, having its Registered Office at ..... (hereinafter referred to as "The Contractor") from cash payment of Security Deposit / payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for ..... (write the name of the work as per Work Order) in terms of the Work Order No. .... dated ..... (hereinafter referred to as "the said contract"), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs. .... (Rupees .....), we, ..... Branch, Kolkata ..... / Haldia, do, on the advice of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs. .... (Rupees .....). We, ..... Branch, Kolkata ..... / Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We, ..... Branch, Kolkata ..... / Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Syama Prasad Mookerjee Port, 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 the Bank), ..... Branch, Kolkata ..... / Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We, ..... Branch, Kolkata ..... / Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

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

3. We, ..... Branch, Kolkata  
..... / Haldia, further agree that the Bank Guarantee herein contained  
shall remain in full force and effect, during the period that is taken for the due performance of the  
said contract by the contractor and that it shall continue to be enforceable till all the dues of the  
Trustees under and / or by virtue of the terms and conditions of the said contract have been fully  
paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms  
and conditions of the said contract have been fully and properly observed/ fulfilled by the  
contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however,  
that this guarantee shall remain valid upto and inclusive of ..... day of ..... 20  
..... and subject all so that the provision that the Trustees shall have no right to  
demand payment against this guarantee after the expiry of 6 (six) calendar months from the  
expiry of the aforesaid validity period upto ..... or any extension thereof made by  
us ..... Branch, Kolkata..... /  
Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp  
Paper of appropriate value, as required/determined by the Trustees, only on a written request by  
the Trustees to the contractor for such extension of validity of this Bank Guarantee.

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

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

SIGNATURE .....

NAME .....

DESIGNATION .....

(Duly constituted attorney for and on behalf of)  
BANK .....  
BRANCH .....  
Kolkata ..... / HALDIA  
(OFFICIAL SEAL OF THE BANK)

THE BOARD OF TRUSTEES FOR SYAMA PRASAD MOOKERJEE PORT, KOLKATA  
FORM OF AGREEMENT

THIS AGREEMENT made this ..... day of ..... 20 ..... between the Board of Trustees for the Syama Prasad Mookerjee Port, Kolkata, a body corporate constituted by the Major Port Authorities Act, 2021 (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 construction, completion and maintenance of such works NOW THIS AGREEMENT WITNESSETH as follows:

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

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

The Seal of \_\_\_\_\_ was hereunto affixed in the presence of :

Name :- \_\_\_\_\_

Address :- \_\_\_\_\_

OR

SIGNED SEALED AND DELIVERED

By the said \_\_\_\_\_

In the presence of :

Name: - \_\_\_\_\_

Address:- \_\_\_\_\_

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

Name: - \_\_\_\_\_

Address:- \_\_\_\_\_



On ₹100/- (Rupees Hundred) Non-judicial Stamp Paper

**Indemnity Bond**

BY THIS BOND I, Shri/Smt. -----, son/daughter of Shri/Smt. -----  
-----, residing at -----  
-----, by occupation -----, the Partner/Proprietor/Director of the  
Firm -----, having it's office at-----,  
am a tenderer under Syama Prasad Mookerjee Port (A Statutory Body under the **MPA Act, 2021**).

2. WHEREAS, the said Syama Prasad Mookerjee Port, Kolkata had asked every Tenderer, who is not covered under Employees' State Insurance (E.S.I.) Act exempted to furnish an Indemnity Bond in favour of Syama Prasad Mookerjee Port, Kolkata against all damages and accidents to the laborer of the Tenderer/ Contractor.

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

4. AND the Contractor hereunder agrees to indemnify and all times keep indemnified the Syama Prasad Mookerjee Port, Kolkata and its administrator and representatives and also all such possible claim or demand for damages and accidents.

IN WITNESS WHEREOF I, -----, the Partner/Proprietor/Director of the Firm  
-----, hereto set and seal this the ----- day of-----  
-----.

**FORMAT OF FINANCIAL CAPABILITY**

## Details of Financial Capability of the Bidder

Name of Bidder	Net Worth	Net Cash Accruals			Annual Financial Turn Over
	Year-1	Year-1	Year-2	Year-3	Average on last 3 years

## Instructions:

1. The Tenderer should submit its details in the appropriate column.
2. Net Cash Accruals= (Profit after Tax + Depreciation + Non-cash expenses)–(Dividend + Tax on Dividend, if any + non-recurring profit)
3. Net Worth= (Subscribed and Paid-up Equity + Reserve)–(revaluation reserves+ Miscellaneous expenditure not written off+ depreciation not provided for)
4. Year1 will be the latest year for which audited financial statements are available. Year-2 shall be the year before Year-1 and Year-3 shall be the Year before Year-2.

Signature of Bidder/Power of Attorney Holder:

Name:

Designation:

Date:

Seal :

CERTIFIEDBY

Name of Chartered Accountant Firm:

Registration No. &amp; other details:

Name of the Signatory:

Signature:

Designation:

Date:

Seal:

**GST DETAILS**

<b>Sl. No.</b>	<b>Item Description</b>	<b>SGST (In %) (In Figure)</b>	<b>CGST (In %) (In Figure)</b>	<b>IGST (In %) (In Figure)</b>
1				

**CERTIFIED BY**

Signature of Bidder / Power of Attorney Holder:

Name:

Designation:

Date:

Seal: