

BID DOCUMENT
FOR
REPAIRS
OF
NAVIGATIONAL BUOYS

TENDER NO: MRN/SDDS/BR/2022-23, May 2022

Estimated Value: Rs 92.94 Lakh

ISSUED BY:
THE SUPERINTENDENT, DREDGER & DESPATCH SERVICE,
SYMA PRASAD MUKERJEE PORT, KOLKATA

May 2022

Syama Prasad Mookerjee Port, Kolkata (SMPK)
15, Strand Road
Kolkata-700001

1.0 NOTICE INVITING E-TENDER

Tender Ref. No : MRN/SDDS/BR/2022-23, May 2022	Dated: 9.5 2022
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Syama Prasad Mookerjee Port, Kolkata (SMPK) intends to engage a contractor for repairs and painting of 24 nos. navigational buoys over a period of Two years.

Bid document may be downloaded from <https://SMPK.enivida.in> & on SMPK's website "www.kolkataporttrust.gov.in". Corrigenda or clarifications, if any, shall be hosted on the above mentioned website only.

SCHEDULE OF TENDER (SOT)

(i)	Tender Number	: MRN/SDDS/BR/2022-23, May 2022
(ii)	Tender e-Publishing date	09.05.2022
(iii)	Document download start date	09.05.2022 at 1800 hrs
(iv)	Date of submission of pre-bid queries, if any	17.05.2022
(v)	Pre-bid meeting	18.05.2022 at 1500 hrs
(vi)	Bid Submission Start Date	20.05.2022 at 1100 hrs
(vii)	Bid Submission Last Date	02.06.2022 up to 1500 hrs
(viii)	Bid Opening date (both part-I & Part-II i.e techno-commercial as well as price bid).	03.06.2022 at 1530 hrs
(ix)	EMD (Earnest Money Deposit)	The bidders shall be required to deposit Rs.1,85,880/- as 'Earnest Money Deposit' (EMD) payable to Syama Prasad Mookerjee Port Kolkata through RTGS / NEFT as per tender stipulation. The Bank details given below
(x)	Bid Document fee.	The intending bidders also should submit the tender fee of INR 3540/- (Rupees Three Thousand Five Hundred and Forty only) including applicable GST to Syama Prasad Mookerjee Port, Kolkata separately by RTGS / NEFT

		<p>along with their offer directly into the designated bank account of Syama Prasad Mookerjee Port, Kolkata,</p> <p>Name of Bank & Branch: Indian Overseas Bank, Current Account No.: 227002000000018.</p> <p>IFS Code: IOBA0002270.</p> <p>Concerned vendors / contractors must ensure that the remitting bank positively enters their name and Tender no. in the 'Sender to Receiver' column at the time of making payment of Bid document fee by RTGS / NEFT. Details of Bid document fee remitted should be entered by the participating vendor / contractor in the space provided in the e-tender as indicated hereunder.</p> <p>a. Name of remitting vendor / contractor:</p> <p>b. Tender No:</p> <p>c. Amount remitted:</p> <p>d. Date of remitted:</p> <p>e. U.T.R No.</p>
(xi)	Performance Security	3% of the Contract value.

2.0 SMP, KOLKATA, eNivida SPECIAL INSTRUCTION TO BIDDERS.

2.1 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://SMPK.enivida.in> The link of e-procurement portal is also given on our official portal i.e. <https://www.kolkataporttrust.gov.in/> under TENDER TAB.

These will invite for 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 eNivida Portal may be obtained at: <https://SMPK.enivida.in>

2.2 GUIDELINES FOR REGISTRATION:

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

2.3 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 are required to pay 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 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.

2.4 PREPARATION OF BIDS

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

2.5 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 SMP, Kolkata.
3. Bidder has to select the payment option as “e-payment” to pay the tender fee / EMD, if stipulated in the tender and enter details of the instrument.
4. In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colour (unprotected) cells with their respective financial quotes and other details

(such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
9. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

2.6 For any clarification in using eNivida Portal:

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

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

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

Contact Person (SMP, Kolkata):

1. Shri N.C. Biswas, Chief Officer, Dredger & Despatch Service.
Phone: 8335833551
E-mail: cpashok@kolkataporttrust.gov.in.
2. Capt. Ajay Kumar Choudhary, Commander.
Phone: 9836298696,
E-mail: achoudhary@kolkataporttrust.gov.in.

3.0 TENDER NOTICE

Syama Prasad Mookerjee Port, Kolkata (SMPK) invites tender for engagement of a contractor for repairs and painting of 24 nos. navigational buoys over a period of Two years.

ESTIMATED VALUE OF THE TENDER IS INDIAN RUPEES (INR) 92.94 LAKH.

PERIOD OF CONTRACT: TWO YEARS.

PQ criteria have been fixed on one year's estimated value of work of Rs.46.47 Lakh.

4.0 PRE-QUALIFICATION CRITERIA

A. Work experience:

The intending bidders should have successfully completed repairs/ construction of vessels / navigational aids involving steel renewal during the last 7 (seven) years ending 30.04.2022 should be either of the following: -

(a) Three completed works each costing not less than Rs. 18.588 Lakh.

or

(b) Two completed works each costing not less than Rs. 23.235 Lakh.

or

(c) One completed work costing not less than Rs. 37.176 Lakh.

B. The Average Annual Financial Turnover of the bidding firm should be at least Rs.13.941 Lakh in the preceding three years ending 31.03.2021.

- ii. Claims for fulfilling the above criteria must be adequately supported by appropriate documents like work order, performance certificate from Clients, Company's Annual Reports, Audited Balance Sheet and Profit and loss account for last 3 Financial Years (i.e. 2018-19, 2019-20, 2020-21)

5.0 TENDER AUTHORITY:

Director, Marine Department

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

Phone: 033-2230-3451-Extn: 375, Telefax:-033-2231-0105

Fax No: 033-2230-4901

E-mail: a.ghosh@kolkataporttrust.gov.in

Web-site: www.kolkataporttrust.gov.in.

NB: Chairman, SMPK reserves the right to change the tender authority / Engineer of the contract with prior notice.

6.0 MODE OF SUBMISSION OF BID

6.1 The tenders are to be submitted in two parts i.e. Part-I & Part-II. Part-I should constitute the Technical Bid and Terms and Conditions of offer and

Part-II should constitute only the Price Bid without any Deviation and Condition.

6.2 Part-I (Techno-Commercial) shall contain the following documents:

- a) Brief particulars of the Firm mentioning company's registration).
- b) Copy of the document relating to details of Similar Works previously carried out by the firm with value & period of each work.
- c) Copies of Performance Certificates of previous works carried out.
- d) Copies of the Audited Balance Sheet and Profit and Loss Account for last 3 years (i.e. 2018-19, 2019-20, and 2020-21).
- e) Photocopy of the Transaction Report of the Tender Fee & EMD.
- f) A separate letter addressing to Director Marine Department confirming that the tenderer has accepted all terms and conditions laid down in the Bid document.
- g) Signed blank copy of Price Bid format.
- h) Form of Tender duly filled in bidder's Letter Head (Format in GCC).
- i) A declaration that the firm have not been debarred / de-listed by any Govt. / Quasi-Govt. / Public Sector Undertakings.
- j) Authentic documents relating to registration under GST Authority and ESI Authority as applicable.
- k) Copy of the Current Trade License as applicable.
- l) Copy of Provident Fund Registration Certificate as applicable.
- m) Power of Attorney in original in connection with signing the tender document.

6.2.1 The contractor shall submit the documents as per the Check List above (Clause-6.2) at the time of submission of the bid online. However, the bids will be summarily rejected without any reference to the bidder if the documents mentioned against Sl. No. b, c, d, e & m are not submitted with the bid.

6.2.2 THE DOCUMENTS UPLOADED BY BIDDER(S) WILL BE SCRUTINISED. IN CASE ANY OF THE INFORMATION FURNISHED BY THE BIDDER IS FOUND TO BE FALSE DURING SCRUTINY, EMD OF DEFAULTING BIDDER(S) WILL BE FORFEITED. PUNITIVE ACTION INCLUDING SUSPENSION AND BANNING OF BUSINESS CAN ALSO BE TAKEN AGAINST DEFAULTING BIDDER(S).

6.3 Part-II (Price Bid) shall be submitted as per the enclosed format without any condition or deviation.

7.0 INSTRUCTIONSTO BIDDERS

7.1 Bidders are advised to submit quotation based upon Technical specification, terms and conditions, Scope of Work contained in the Bid documents and General Conditions of Contract and not to stipulate any deviation. Should it, however, become unavoidable, deviations should be suggested during pre-bid meeting. SMPK reserves the right to accept or reject the suggested deviations. No deviation from the laid down conditions of the Bid document is firm unless it is notified by SMPK.

7.2 The Bid Document downloaded to the Bidder is not transferable. A firm shall submit only one bid in the same bidding process, either individually as a

bidder or as a partner in a joint venture.

- 7.3 Bid Document shall remain as the property of SMPK.
- 7.4 SMPK will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.
- 7.5 The work is to be done as described in Bid-document. The Bidders who needs clarifications on any specific issue shall inform the Engineer in writing well in advance of the date of pre-bid discussion at the address given in the next clause.
- 7.6 If the bidders find any discrepancy or omission in the Bid Document or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer, who may send a written explanation to the queries. No oral interpretations shall be made by any Bidder as to the meaning, if any, of the provisions of the Bid documents. Every request for an interpretation shall be in writing, addressed and forwarded to the Engineer at the following address:
- Director Marine Department,
Syama Prasad Mookerjee Port, Kolkata,
15, Strand Road,
Kolkata-700 001.
- 7.7 The bidders may please note that SMPK will not entertain any correspondence or queries on the status of the offers received against this Bid.
- 7.8 Bidders are also requested not to depute any of their personnel or agents to visit SMPK's Offices for making such inquiries. Should SMPK find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by SMPK.
- 7.9 Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder. SMPK may reject, accept or prefer any bid without assigning any reason whatsoever.
- 7.10 Faxed / e-mail offer / physical delivery will not be considered. Bidders should prepare their Bid themselves. Bids prepared by agents will not be recognized. SMPK will not be liable for any financial obligation in connection with any work until such time SMPK communicates to the successful bidder in writing his decision to entrust the work (covered by the Bid document).
- 7.11 In case of unscheduled Holiday / Bandh on the date of pre-bid meeting / opening of tenders, the same will be opened on the next working day at the scheduled time. The Bidders will also be allowed to submit on-line their tenders till 1400 hours on such extended day of opening.
- 7.12 The General Conditions of Contract (GCC) of Kolkata Port shall be applicable wherever relevant. The GCC may be downloaded from SMPK website, 'Home page - Rules and Regulations- Non-service Regulations.'

8.0 EARNEST MONEY DEPOSIT

- 8.1 The bidders shall be required to deposit **Rs.1,85,880/-** as 'Earnest Money Deposit' (EMD) payable to 'Syma Prasad Mukerjee Port, Kolkata' through RTGS / NEFT as per tender stipulation.
- 8.2 Earnest Money of unsuccessful bidders will be refunded within 2 months of opening the Price bid or on finalization / acceptance of tender, whichever is earlier. EMD of L-I bidder will only be encashed. Tender submitted without EMD shall not be considered.
- 8.3 After conclusion of tender process, EMD of successful bidder will be returned without interest after submission of Security Deposit. However, the contractor may opt for converting the EMD as a part of Security Deposit. In case the successful bidder fails to submit the Security Deposit in terms of tender conditions, the EMD will be liable for forfeiture.

9.0 SECURITY DEPOSIT

- 9.1 Successful bidder will submit Security Deposit for a sum equivalent to **3% of the total evaluated value as per price bid** of the tender, as accepted by SMPK, in Demand Draft or in the form of Bank Guarantee as per the format as stipulated in GCC in favour of 'Syma Prasad Mookerjee Port, Kolkata' from a Nationalized Indian Bank with branch at Kolkata. In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court. The Bank Guarantee shall remain valid for 3 months after the final expiry of the contract including warranty period. The Security Deposit will be released within 60 days after successful completion of the contract period.
- 9.2 The Superintendent, Dredger & Despatch Service shall have the right to ask for the extension of the above Bank Guarantee till such time the Contractual obligations are fulfilled and the Contractor will be duty bound to extend the same.
- 9.3 After the issuance of 'Letter of Intent', Security Deposit will have to be submitted within 15 working days and a formal agreement is to be executed immediately thereafter as per format provided in GCC. Work order will be issued immediately after receipt of Security Deposit. The contract shall be deemed to be in effect from the date of issue of work order.

10.0 Micro & Small Enterprises (MSEs) registered with NSIC:

- i) Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Tender Fee and

- Earnest Money having valid NSIC Certificate for MSEs or with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.
- ii) 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, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.
 - iii) Copy of valid NSIC Certificate for MSEs or DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be uploaded along with the bid.

11.0 INSTRUCTION FOR FILLING THE BIDS

- 11.1 The bids can only be submitted in the name of the bidder in whose name the bid documents were issued by Syama Prasad Mookerjee Port, Kolkata.
- 11.2 The Bid and any annotations or accompanying documentation shall be in English language only and in metric system.
- 11.3 Bidders shall sign their proposal and all attached documents with the exact name of the firm to whom the bid document has been issued. The bid shall be duly signed and sealed by an authorized executive officer of the bidder's organization.
- 11.4 Each page of the submitted 'Bid document including General Conditions of Contract & amendments if any' shall be signed by a duly authorised officer and in case of a Corporation same shall be sealed with the corporate seal or otherwise appropriately executed under seal.
- 11.5 Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. SMPK may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 11.6 The bid document shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be complete and free from ambiguity, change or inter lineation.
- 11.7 Bidders should indicate at the time of quoting against this bid their full postal and E-mail address & fax number (s).
- 11.8 Bidders shall set their quotations in firm figure and without any qualifications. Each figure stated should also be repeated in words and in the event of any discrepancy between the amounts stated in figure and words, the amount quoted in words shall be deemed to be the correct amount.
- 11.9 Price Bids, containing any sort of qualifying expressions will be rejected.
- 11.10 Bidders shall submit along with their offer the EMD as per **Clause - 8.0**. This shall bind to keep his offer valid for acceptance up to **180 days** from the date of opening of the tender and to abide by all the conditions of SMPK's Bid Document.
- 11.11 Changes to terms and conditions as enumerated in the bid document will not be valid if not notified by SMPK in writing to the bidder. In the event of SMPK intend to or awards the work to the selected bidder and the bidder fails to submit Security Deposit in stipulated time, the contract may be terminated

- and Bidder banned for doing any business with SMP, Kolkata for three years.
- 11.12 SMPK reserves the right to ask any one of the bidders, who have submitted their price quotations to submit a break-up of the submitted prices with adequate justification to establish for each such component. Bidders to confirm in writing in the form of Tender that should SMPK deem it necessary to ask for such a break up of quoted price, they will be duty bound to do so as requested by SMPK, they shall be further duty bound to provide justification to the same, failing which or if their justification of prices are found unacceptable to SMPK, their Tender may be cancelled by SMPK.
- 11.13 Director Marine Department (DMD) or his representative may convene meeting with the bidder with Seven days prior notice which the bidders will have to attend, failing which decisions of the DMD taken unilaterally will be final and binding on the bidder.
- 11.14 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. The person or persons signing the bid shall initial all pages of the bid where entries or amendments have been made.
- 11.15 The bid shall contain no alterations, omissions, or additions, unless such corrections are initialled by the person or persons signing the bid.
- 11.16 SMPK reserves the right to accept or reject the bids in part or as a whole and do not bind themselves to accept the lowest or any bid or to assign any reason thereof and no damage claim whatsoever will be payable by SMPK. Downloading of tender documents to any bidder or opening of commercial bid of any bidder shall not construe that such bidder is considered automatically qualified.

12.0 SPECIAL CONDITIONS OF CONTRACT.

12.1 EXHIBITED DRAWINGS.

The contractors are required to carry out the jobs as per the drawings supplied to them by SMPK.

12.2 REJECTION AND REPLACEMENTS.

All materials and workmanship used and employed in carrying out the contract shall be to the entire satisfaction of the Director, Marine Department. Any portion or portions of the material for any of the work done under this contract which may be considered by the Director, Marine Department to be defective or unsatisfactory or not in accordance with the said specification and plan and the requirements of the buoys and which they shall reject shall be forthwith replaced / substituted and /or reconstructed with fresh materials as the case may be in a manner satisfactory to the Director, Marine Department and stated by the Director, Marine Department in writing and at the sole risk and expense of the Contractor.

12.3 INSPECTION AND TESTING DURING PROGRESS OF WORK.

The work is to be executed under supervision of Superintendent, Boat Registration, SMPK. Moreover, the authorised representative of the Trustees shall have the authority to inspect the work at any stage of progress. Trustees' representative will be present, if deemed necessary, during any tests, trials or inspection. The Contractor should give prior notice for such inspection. The Contractor shall afford the representative, all facilities for examining, inspecting and testing the materials and workmanship used or intended to be used or employed during the progress of repairs of buoy and on the completion thereof and shall also supply free of charge such apparatus, materials, tools or labour as may be required from time to time for the purpose of such examinations, inspections and testings.

12.4 TIME OF COMPLETION.

The buoys requiring repairs would be handed over to Contractor (at least two buoys at a time) as and when available and the Contractor is required to deliver buoys on completion of the repair within 42 days from the date of receipt of the buoys. However, the repairs of all the buoys are to be completed within 24 months from the date of award of the work order or handing over of the first buoy for repairs whichever is later.

12.5 DELIVERY AND TRIAL.

On satisfactory completion of repairs as applicable, at the Contractor's yard/workshop, the buoys are to be delivered to Kolkata Dock System as directed by the Engineer or his representative, with all fittings and ready in all respects for use. The contractor is required to give 3 day's notice prior to delivery of buoys.

12.6 GUARANTEE PERIOD.

In the event of any defect being discovered in any part of the buoy or the fittings thereto, caused by bad workmanship or materials or by non-execution of or incomplete and / or erroneous execution of any section of the work under this contract which is not attributable to reasonable wear and tear of the equipment during a period of 6 calendar months from the date of delivery of each buoy on completion of repairs, the Contractors at their own cost shall rectify in the soonest time practicable. Any delay in carrying out the repairs/replacements according to the opinion of the Superintendent, Dredger & Despatch Service would be compensated by the Contractor by extending their guarantee period. In the event of failure of the Contractor to execute the guarantee repairs to the satisfaction of the Superintendent, Dredger & Despatch Service in reasonable time, the Superintendent, Dredger & Despatch Service shall be at liberty to have the said guarantee repairs completed and recover the cost from any sum due to the Contractor or from the Security Deposit or in any other manner deemed appropriate by the Trustees.

12.7 DAMAGES FOR DELAY IN EXECUTION OF THE CONTRACT.

In the event of any buoy not being completed and delivered in accordance with time schedule as specified in the contract, the Director, Marine Department shall deduct liquidated damages as specified in the GCC.

12.8 TERMS OF PAYMENT:

Payment will be made within 45 days of submission of correct bills once in a month against the numbers of the buoys actually supplied and accepted by SMPK on the basis of actual work done to buoy(s).

12.9 PAYMENT OF BOUGHT OUT ITEMS.

Replacement of parts/spares required (not specified & unforeseen in nature) which cannot be supplied by SMPK would be required to be purchased from the authorised dealers/manufacturers and supported with proper purchase documents. For all such bought out items which may be required during the repairs and not specifically mentioned but cannot be foreseen in advance, payment would be made on production of purchase documents of such items from authorised dealers/reputed manufacturers of the materials with 10% on basic price as handling and transportation charges. All such procurements will require approval of SMPK's representative.

12.10 INTERPRETATION OF CONTRACT AND ARBITRATION.

This contract will be governed by Indian Law. In case of any dispute or differences arising in relation to the contract (before, during or after completion or abandonment of work or during the extended period thereafter), the same may be referred to the arbitration as per provision as laid down in Arbitration & Conciliation Act, 1996.

12.11 TRUSTEES OR REPRESENTATIVES NOT TO BE PERSONALLY LIABLE.

Nothing in this contract shall be deemed to or shall impose any personal liability on any of the Trustees or their Representatives.

12.12 NOTICES.

Any notice or other document of any description under this contract may be given or sent to the Contractor by leaving the same or sending the same to them by post / fax at their works or last known place of business.

12.13 PRICE ESCALATION.

No escalation on the contract price will be allowed.

12.14 EVALUATION CRITERIA.

Evaluation will be made on the total evaluated price value considering 2 tons of steel, 2CFT Sal wood, 50 points of gauging, total LS price for transportation & LS price for painting after necessary adjustment of scrap

value as quoted by the bidder for each buoy subject to the fulfilment of necessary tender conditions.

12.15 MODE OF SCRAP DISPOSAL.

The steel scrap arising out of the repairs of the buoys are to be retained by the repairer. A quantum of scrap equivalent to 60% of the finished steel renewed, at the rate as quoted as scrap value of steel per ton by the bidder on the date of submission of bids, shall be deducted from the bills of the repairer.

Any buoy, after necessary gauging, if quantum of steel to be renewed is found to be more than 2 tons, specific approval of the Engineer will be necessary to proceed further with such repairs. If it is decided that the buoy would not be repaired, the contractor is required to return the buoy at KPD. In such event the cost of transportation and gauging would be payable to the Contractor and the same would not be counted towards the total number of repairable buoys (24 nos).

12.16 AGREEMENT:

The successful bidder will be required to enter into an agreement with SMPK as per finally agreed specifications, drawings, and schedules, general conditions of contract etc. and these will form the contract document. Three copies of this document will have to be prepared by the Contractor, one of which for his retention.

13.0 TECHNICAL SPECIFICATION.

13.1 Scope of work:

The work under this contract is repairs of 24 nos. navigational buoys in the yard / workshop of the contractor which consists of transportation of the buoy from KDS, gauging, renewal of steel & wood as required, scraping, painting and delivery to KDS on completion of repairs as per the drawings / plans under supervision of Commander, D.V. Rabindra / Superintendent, Boat Registration, SMPK. The technical aspects as relevant are as follows:-

- a) Materials - IS 2062 Grade Steel or equivalent steel having same physical properties and chemical composition as IS 2062 Grade-B.
- b) Construction - All welded.
- c) Buoys Plate Thickness - As per Drawing.
- d) Tower Construction - As per Drawing.
- e) Day marks - As per drawing of day marks (E'ly and W'ly).
- f) Deck fittings - Lifting eyes and manholes / hatch cover as per Drawing.

NOTE: Mooring eyes is to be strong enough to withstand mooring loads and is to be welded to the hull. Kentledges are to be fitted properly as shown in the Diagram.

13.2 Material and Workmanship:

The fabrication of the 'buoy' in its entirety along with all fittings etc. is to be carried out with best quality materials conforming to BIS/ISO and with highest degree of workmanship to the entire satisfaction of SMPK Representatives. The cost of all tests and analysis is to be borne by the contractor. The Trustees' representatives will have the full authority to adopt any means they think advisable to satisfy themselves as to the quality of the materials and methods of construction.

All steel material to be of I.S. 2062 Grade 'B' with proper test certificates. In the event there is no supporting test certificate, the contractor would be required to send random sample pieces to MMD / IRS authorised test houses for testing at the contractor's expenses.

Timber required to be utilised for Day Mk. shall be Indian Sal Wood (sorearobasta).

Manhole cover is to be made water tight with 6mm thick neoprine rubber joint.

13.3 Welding:

All welding work is to be carried out by certified welder as per recommendations of Superintendent, Boat Registration, SMPK. MMD/IRS approved electrode shall be used. In case of T-joint welding D.P Test shall be conducted after gouging.

13.4 Rectification of defects:

The contractor shall be bound to rectify the defects in materials and workmanship detected at any stage of inspection and even after final inspection. Such rectification shall have to be done in a manner required by SMPK Representatives at no extra cost to the Trustees. No extension of completion time will be granted on account of such rectification work.

13.5 Scantlings:

Scantling to be as per drawings.

13.6 Painting schedule:

All paints should conform to their latest respective Standard Specification and shall be obtained from reputed manufacturer e.g. Sigma, Jotun, International paint.

External Surface: All external plates to be blasted with copper slag cleaned thoroughly and all other steel surfaces to be chipped / scrapped / wire brushed wherever necessary to make the surface free from dust, grease etc. and should be dry at the time of painting. Blasting should be done to achieve SA 2.5. After the aforesaid surface preparation, buoys are to be painted externally, with airless spray under the supervision of paint manufacturer's authorised representative who is required to issue certificate accordingly, as mentioned hereunder:

Underwater portion water line (all paints should be Epoxy based)		
Primer	100 mic. each coat	1 coat
Anti corrosive	75 mic. each coat	1 coat
Tie coat	75 mic. each coat	1 coat
Anti fouling	75 mic. each coat	2 coats
Above water line (all paints should be Epoxy based)		
Primer	100 mic. each coat	1 coat
Finish paint	50 mic.each coat	2 coats.

The colour scheme for above water portion of the buoy will be red for the 'CAN' shaped buoy and green for the 'CONICAL' shaped buoy.

Internal Surface: On completion of repairs, the buoys are required to be scraped, cleaned, and painted internally with one coat of red lead primer paint.

14.0 BILL OF QUANTITIES.

Repairs of 24 nos. navigational buoys.

Sl. No.	Item	Rate to be quoted.	Total evaluated price per buoy.	Remarks
1.	Transportation of the buoy from KPD to the repairing yard by the Contractor and back to KPD.	-	Rs. ----- per buoy.	L.S Price per buoy to be quoted.
2.	Renewal of Steel.	Rs. ----- per ton.	Rs.-----	2 tons of steel to be taken into calculation for evaluation.
3.	Wooden work.	Rs. ----- -per CFT.	Rs. -----	2 CFT of wood to be taken into calculation

				for evaluation.
4.	Gauging work.	Rs. ----- per points.	Rs. -----	50 points to be taken into calculation toward evaluation.
5.	Painting of the buoys.	-	Rs. -----	LS price to be quoted.
6.	Scrap	Rs. ----- per ton.	(-) Rs. -----	Value of 1.2 tons of scrap to be taken into account for evaluation.
Total evaluated Price per buoy.			Rs. ----- (P)	
Grand Total for repairs of 24 nos. buys			Rs.-----	Grand total arrived as follows; (P x 24)

The price should be inclusive of all taxes & duties excepting for GST which would be payable extra at actual. GST would not be taken into calculation for the purpose of evaluation.

It is confirmed herewith that the prices quoted above are for the entire work covered in this tender including subsequent clarification and agreed variations etc. and the prices above have been quoted in accordance with all terms, conditions, stipulation, requirements and other contents of this tender as will be finally accepted by the Trustees and incorporated in the contract.

Annexure-I

FORM OF TENDER

To
The Director, Marine Department,
Syma Prasad Mukerjee Port, Kolkata,
15, Strand Road,
KOLKATA - 700001.

Dear Sir,

We M/s. _____
of _____ having read and
fully understood the specification, conditions of tender and general conditions of

contract hereby tender for repairs of navigational buoys for the Trustees for the Port of Kolkata in accordance with and as set forth in annexed General Conditions of Contract and General Specifications.

The quotations have been submitted on line as stipulated.

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

We undertake to complete the work of navigational buoys in all respects in accordance with the specifications and drawings and to deliver to SMPK at Kolkata for acceptance after trials within stipulated time frame.

We also agree to abide by this tender for a period of 180 days from the date of opening of price bid and in default of doing so, forfeiture of the Earnest Money Deposited is at the option of Trustees.

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

Yours faithfully,

Dated_____

Signature

NOTE: All blank spaces to be filled in by the Tenderer and be submitted along with tender.

Annexure-II

KOLKATA PORT TRUST

AGREEMENT FORMAT SECTION.

THIS AGREEMENT made the _____day of_____ 2022 between the Board of Trustees of the Port of Kolkata, a body corporate constituted by the Major Port Trust Act, 1963 (No.38 of 1963) having its Head Office at 15, Strand Road, Kolkata -700001 (hereinafter called "Trustees" which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office of the one part and

M/s.

Having its office at
and Shipbuilding Yard at

(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 Trustees are desirous that certain works should be executed / constructed, viz. repairs and painting of navigational buoys and have accepted a Tender / Offer by the Contractor for the construction, completion of repairs and painting of such works.

AGREEMENT WITNESSTH AS FOLLOWS:

1. In this Agreement words and expression shall have the same meaning as are respectively assigned to them in the general Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read as construed as part of this Agreement, viz.:
 - (a) The said Tender and the acceptance of Tender.
 - (b) The Drawings.
 - (c) The General Conditions of Contract.
 - (d) Special Conditions of Contract (if any).
 - (e) The Conditions of Tender.
 - (f) The Specification.
 - (g) The Bill of Quantities.
 - (h) The Trustees Schedule of Rates and prices (if any).
 - (i) All correspondence, by which the Contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Trustees to execute, construct, complete and maintain the work in conformity in all respects with the provisions of the contract.
4. The Trustee's hereby covenant 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 contract.

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

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 _____

Annexure-III

Rs.50/- STAMP

GUARANTEE BOND.

In consideration of the Board of Trustees' of the Port of Kolkata, a body corporate, duly constituted under the Major Port Trust's Act 38 of 1963 (hereinafter called the Trustees' which expression shall unless excluded by or repugnant to the context be deemed to include its successors in office) having agreed to exempt

M/s. _____

(hereinafter called the said "Contractor", which expression shall unless excluded by or repugnant to the context be deemed to include its successors, heirs, assigns, administrators and legal representative) from the demand under the Terms and Conditions of the Agreement dated, _____ for repairs & painting, of navigational buoys (hereinafter called the said Agreement) of Security Deposit for the due fulfilment by the said contractor of all the Terms and Conditions contained in the said agreement on production of Bank Guarantee for

_____) only
representing 3 % of the contract price _____
_____ only.

We, the _____
(hereinafter called the Bank) do hereby undertake to pay the Trustees' an amount not _____ exceeding _____ of Rs. _____ (_____)
only against any loss or damage caused to or suffered or would be caused to or suffered by the Trustees' by reasons of any breach by the said contractor of any of the Terms & Conditions contained in the said Agreement.

1. We, _____ do hereby unconditionally, irrevocably undertake to pay to the Trustees' the amounts due and payable under this guarantee without any demur, merely on a demand from the said Trustees' stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the said Trustees' by reasons of any breach by the said contractor of any of the Terms & Conditions contained in the said Agreement or by reasons of the Contractors' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (_____) only.

2. We, _____, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable from the date of execution of this guarantee i.e. from _____ till the expiry of (_____) calendar months and covering the guarantee period i.e. up to _____ and till all the duties of the Trustees under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till the Trustees' certify that the Terms and Conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liabilities under this guarantee thereafter.

3. We, _____, further agree with the Trustees that the Trustees shall have the fullest liberty without our consent and without affecting in any manner our obligations

hereunder to vary any of the Terms and Conditions of the said Agreement or to extend the time of performance by the said contractors from time to time or to postpone, for any time or from time to time any of the powers exercisable by the Trustees against the said contractors and to forbear or enforce any of the Terms and Conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractors or for any forbearance, act or omission on the part of the Trustees or any indulgence by the Trustees to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

4. We undertake to pay to the Trustees within a week any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.
5. Notwithstanding anything contained herein, our liability under the guarantee is _____ restricted _____ to _____ (_____) only. Our guarantee shall remain in full force till its expiry on _____ from the date of issue, unless a demand or claim under this guarantee is made on us in writing on or before _____ and we shall be discharged from all liabilities under this guarantee.
6. We, _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Trustees in writing and agree that any change in the constitution of the Bank or the Contract shall not discharge our liability hereunder.

Dated, the _____ day of _____ 2015

WITNESS:

1. N A M E :

DESIGNATION :

BANK's NAME :

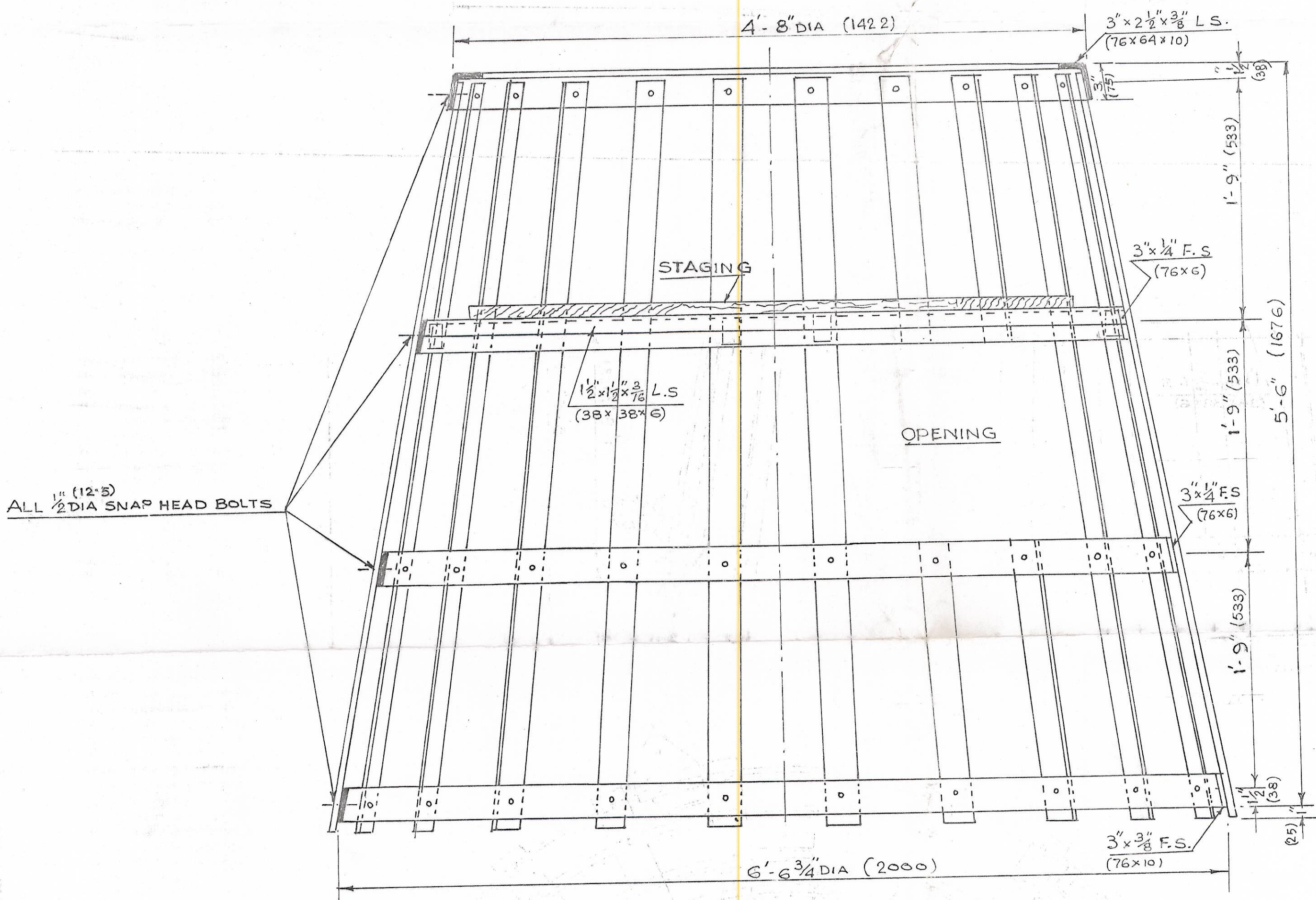
& ADDRESS.

1. N A M E :

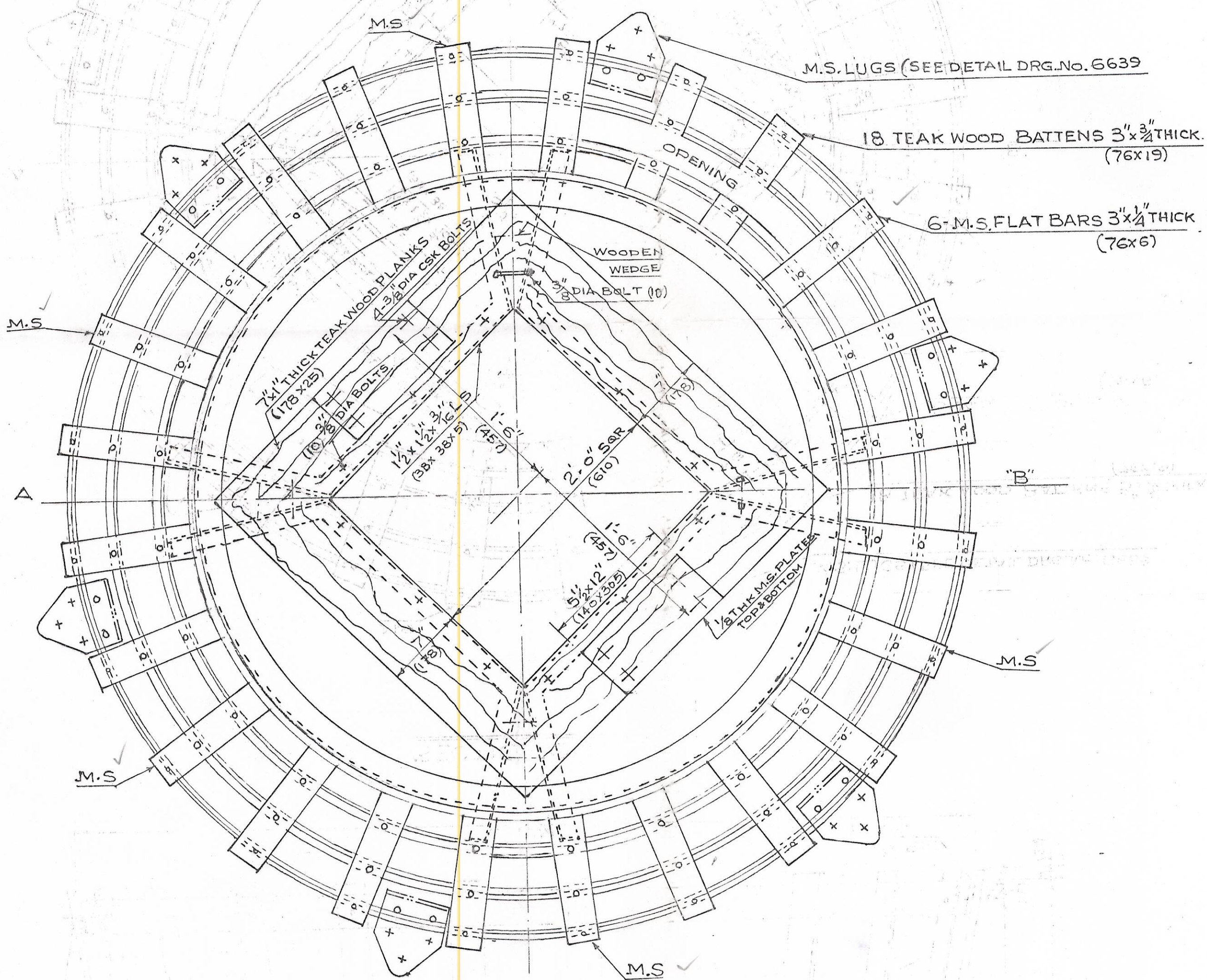
DESIGNATION :

BANK'S NAME :
& ADDRESS.

Name and Signature of Tenderer with official seal



SECTION ON "AB"



NOTE :-
DRAWING IS APPROVED
BY IRS DT. 20.6.95.

CAN DAYMARK FOR GAS BUOYS
WELDED TYPE WITH 4 OUTSIDE POCKETS

SCALE: 1 1/2" = 1 FOOT (1:30)

DIMENSION IN MM SHOWN IN ()

Handwritten signature
S.D.S.

Ref:- CME'S DRG NO. 6641/A DT. 24.1.39.
RETRACED ON 10.3.99. By Banga.

