



## **Syama Prasad Mookerjee Port, Kolkata.**

**श्यामा प्रसाद मुखर्जी पत्तन, कोलकाता**

**DIRECTOR, MARINE DEPARTMENT**

**15, Strand Road, Kolkata – 700001**

**15, स्ट्रैंड रोड, कोलकाता- 700 001**

**दूरभाष/Phone : 033-2230-3214, Extn- 375(033-22303451),**

**FAX No. 033-2231-3271, ई-मेल/E-mail: [dmd@kolkataporttrust.gov.in](mailto:dmd@kolkataporttrust.gov.in)**

**वेबसाइट-Website : <https://smpportkolkata.shipping.gov.in>**

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**BID DOCUMENT  
FOR THE TENDER  
OF**

**Supply, Delivery, Installation & Commissioning of one no. 160 KVA DG Set for Sagar Pilot Station at Baguakhali, Sagar Island, South 24 Pgs.**

बागुआखाली, सागर द्वीप, दक्षिण चौबीस परगना पर सागर पायलट स्टेशन के लिए एक नंबर 160 केवीए डीजी सेट की आपूर्ति, वितरण, स्थापना और कमीशनिंग की निविदा के लिए निविदा दस्तावेज ।

**Tender No. MRN/NC/279/Gen-Set (New)/2022**

**निविदा संख्या: एमआरएन/एनसी/279/ जेन-सेट (नया)/2022**

**24 मई 2022**

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**SCHEDULE OF TENDER (SOT)**

<b>Tender No.</b>	MRN/NC/279/Gen-Set (New)/2022
<b>Tender Authority</b>	Director, Marine Department, Syama Prasad Mookerjee Port, Kolkata.,15, Strand Road, Kolkata-700001, Phone:033-2230-3214- Extn:375, Fax No: 033-2231-3271 E-mail: <a href="mailto:dmd@kolkataporttrust.gov.in">dmd@kolkataporttrust.gov.in</a> Website: <a href="https://smporkolkata.shipping.gov.in">https://smporkolkata.shipping.gov.in</a>
<b>Mode Of Tender</b>	e-Procurement System: Online (single part single envelope tender comprising Techno-Commercial Bid and Price Bid) through RailTel Portal <a href="https://kopt.enivida.in">https://kopt.enivida.in</a>  The intending bidders are required to submit their offer electronically through RailTel Portal “ <a href="https://kopt.enivida.in">https://kopt.enivida.in</a> ”. <b>No physical tender is acceptable by Kolkata Dock System.</b>
<b>Estimated value of Tender</b>	Rs.12,65,500/- only.
<b>i) Earnest Money Deposit (@ ½ % of the estimated value of tender)</b>	<b>Rs.7,467/-</b> (Rupees Seven thousand Four hundred and sixty-seven) only including GST @ 18%.
<b>ii)Tender Cost</b>	An amount of Rs.590/- only including GST @ 18%, <b>non-refundable.</b>
	<b>“Tender Cost” and “EMD”</b> containing Banker’s cheque or Pay Order or Demand Draft from any of the Nationalized/Scheduled Banks in India having branch in Kolkata drawn in favour of “Syama Prasad Mookerjee Port, Kolkata” and payable at Kolkata or <b>“Treasury Receipt”</b> of the deposit issued by the Treasurer, Syama Prasad Mookerjee Port, Kolkata, as the case may be.  Scanned document to be e-filled, the original shall be submitted <b>within 3 days</b> of opening of the bid.

<b>RailTel Tender Processing Fee (Non-refundable)</b>	<b>Mode of Payment:</b> E-payment only through Debit/Credit Card or Net Banking. <b>Tender Processing Fee (TPF)-</b> 0.1% of estimate cost (Minimum 750/- and Maximum 7500/-) plus GST. <b>Registration Charges:</b> Rs. 2000/- + Applicable GST Per Year
<b>Date of NIT available to parties to download:</b>	15.06.2022 at 1800 hrs.
<b>Off-line Pre-Bid Meeting date, time &amp; place:</b>	27.06.2022 at 15.00 hrs., in the room of Dy. Director - II, Marine Department.
<b>Date of Starting of e-Tender for submission of online: (Techno-Commercial Bid and price Bid) at <a href="https://kopt.enivida.in">https://kopt.enivida.in</a></b>	30.06.2022 at 1000 hrs.
<b>Date of closing of online e-tender for submission of Techno-Commercial Bid &amp; Price Bid:</b>	11.07.2022 at 1400 hrs.
<b>Date and time of opening of Techno-commercial Bid &amp; Price Bid:</b>	11.07.2022 at 1500 hrs.

**Note:** In the event of any unforeseen closure of work / holiday on any of the above days, the same will be opened / held on the next working day without any further notice.

**ANNEXTURE- A****Important Instructions for e-Tender**

This is an e-procurement event of SMP, KOLKATA. The e-procurement service provider is Enivida Portal. You are requested to read the terms & conditions (Annexure- B) of this tender before submitting your online tender.

**1. Process of E-tender:**

Registration: The process involves vendor's registration with e-Nivida Portal <https://kopt.enivida.in/>. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid over the internet: The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet.

**Contact Persons (SMPK):**

1) Shri D. J. Mukherjee, Dy. DMD-II

Phone: 9432244737

E-mail: [djmukherjee@kolkataporttrust.gov.in](mailto:djmukherjee@kolkataporttrust.gov.in)

2) Shri Samant Kumar, Assistant Engineer Superintendent

Phone: 8017288022

Email: [samant.k@kolkataporttrust.gov.in](mailto:samant.k@kolkataporttrust.gov.in)

**Contact persons (Enivida Portal):**

Phone No.7278929467/8448288981

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

1. System Requirement:

- Windows 7 or above Operating System
- Google Chrome
- Signing type digital signature.

2. Both the Techno-commercial Bid and Price Bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.

3. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

4. E-tender cannot be accessed after the due date and time mentioned in NIT.

5. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.

6. No deviation to the technical and commercial terms & conditions are allowed.

7. 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.

8. The bid will be evaluated based on the filled in technical & commercial formats.

9. A declaration in this regard is to be made by the bidder stating, "He has fully read and understood the entire Tender Document, GCC, Corrigendum and Addenda, if any, downloaded from under the instant e-tender and no other source, and will comply with the said document, GCC, Corrigendum and Addenda".

10. Bidding in e-tender:

a) Bidder(s) need to submit necessary Tender fees and Transaction fees, to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non-refundable.

b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.

c) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.

d) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.

e) 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 bidder and

acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. The successful bidder shall be called hereafter CONTRACTOR.

f) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

g) Buyer 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. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.

h) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.

11. Necessary addendum/corrigendum (if any) of the tender would only be hosted in the e-Nivida Portal and SMP, Kolkata website.

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 documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, punitive action including suspension and banning of business can also be taken against defaulting bidders.

**TENDER NOTICE**

**e-tender for Supply, Delivery, Installation & Commissioning of one no. 160 KVA DG Set for Sagar Pilot Station in Baguakhali, Sagar Island, South 24 Pgs.**

Tender No. MRN/NC/279/Gen-Set (New)/2022
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Estimated value of the work is Rs.12,65,500/-
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Period of completion of work: Sixty (60) days from the date of placement of order letter.
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Syama Prasad Mookerjee Port, Kolkata intends to invite e-tender for Supply, Delivery, Installation & Commissioning of one no. 160 KVA DG Set for Sagar Pilot Station in Baguakhali, Sagar Island, South 24 Pgs.

**e-tender is invited for the above work from the manufacturers / distributors / authorized dealers of DG Sets who meet the following pre-qualification criteria: -**

1.0	<b>PRE-QUALIFICATION CRITERIA:</b>
1.1	<p><b><u>Technical Criteria:</u></b></p> <p><b>A.</b> The firm must have experience of Supply, Delivery, Installation &amp; Commissioning of DG Sets of capacity not less than <b>130 KVA, 3 Phase, 415 V</b> successfully. Order letter and Work Completion Certificate or proof of <b>execution</b> obtained from the previous clients to be produced to establish the credibility.</p> <p><b>B.</b> The firm must have experience of having successfully completed <b>“Similar Work”</b> during the last 7 years up to 30.05.2022 which should be in the following manner: -</p> <p>i) 3 (three) similar completed works each costing not less than 40% of the estimated value i.e., Rs.5,06,200/-.</p> <p style="text-align: center;">OR</p> <p>ii) 2 (two) similar completed works each costing not less than 50% of the estimated value i.e., Rs.6,32,750/-.</p> <p style="text-align: center;">OR</p> <p>iii) 1 (one) similar completed work costing not less than 80% of the estimated value i.e., Rs.10,12,400/-.</p> <p><b>“Similar Work”</b> means Supply, Delivery, Installation &amp; Commissioning of DG Sets of capacity not less than <b>130 KVA, 3 Phase, 415 V</b>.</p> <p><b>C.</b> Claims for fulfilling the above criteria must be adequately supported by the</p>



	relevant Order letter/Work Completion Certificate from the previous contract/work ordering entity to establish the credibility. <b>Authentic supply/completion/performance certificate of similar previous works carried out mentioning value of work and period of work or proof of execution to be submitted.</b> Self attested & stamped copies to upload (Annexure - VIII).
1.2	<p><b><u>Financial Criteria:</u></b></p> <p><b>A.</b> The average annual financial turnover of the firm during the last 3 years ending 31<sup>st</sup> March 2022 should be at least 30% of the estimated value i.e., Rs.3,79,650/- to be duly certified by Chartered Accountant mentioning <b>UDIN (Unique Document Identification Number)</b>. Self attested &amp; stamped copy to upload. Provisional Turnover certificate duly audited by a Chartered Accountant for the year 2021-22, if audit for FY 2021-22 is in progress, may be furnished.</p> <p><b>B.</b> Audited Balance Sheet and Profit &amp; Loss A/c of the bidding entity along with schedules and audit report, for last 3 years (2019-20, 2020-21 &amp; 2021-22). If audit for FY 2021-22 is in progress, party may submit documents for the year 2018-19. Self-attested &amp; stamped copies to upload.</p>
1.3	Work experience as a subcontractor or supply contractor shall not be considered as requisite qualification.

Bid Document may be downloaded from:

- a) SMP, Kolkata's website: <https://smportkolkata.shipping.gov.in>  
or  
b) e-Nivida Portal (RailTel Portal): <https://kopt.enivida.in/>

Amendment, Corrigenda or Clarifications, if any, shall be hoisted on the above-mentioned websites only.

## **2. MODE OF SUBMISSION OF BID:**

**2.1** The Tenders are to be submitted online through e-tendering, **under one cover**, comprising the Technical Bid and terms and conditions of offer and the Price Bid without any deviation and condition. Bids to be submitted through e-Nivida Portal (RailTel Portal): <https://kopt.enivida.in/>.

**2.2** Techno - Commercial & Price bid will be opened simultaneously on specified date and time as given in the NIT. Bidder(s) can witness the electronic opening of bids.

The bid will contain the following self attested & stamped documents which are to be uploaded.

a) Brief particulars of the Firm along with a documentary proof w.r.t. manufacturer / distributor / authorized dealer of DG Sets

b) Valid Trade License.

c) GST Registration Certificate.

d) Valid Professional Tax Clearance Certificate/upto date tax payment challan

e) Proof of being registered with Employees' State Insurance Corporation (ESIC)/ ESI Registration Certificate.

In case the firm is not covered under ESI Act, or exempted, they would furnish an affidavit in original affirmed before a first-Class Judicial Magistrate in a non judicial stamp paper worth Rs.10/- to that effect as per enclosed SMP, Kolkata approved format enclosed in **Annexure III**.

In addition, the bidders not having ESI registration must also indemnify SMP, Kolkata against all damages and accidents occurring to their labour in a non-judicial stamp paper worth Rs.50/- as per enclosed format (**Annexure - IV**).

The contractors should declare and state in the averment in the Affidavit and in the indemnity bond that in case such declaration will be found wrong and false, they will be held responsible for all consequences in respect of compliance of The Employees State Insurance Act 1948.

f) Proof of possessing valid Employees' Provident Fund (EPF) Account. Copy of Current P.F. Statement / PF Registration Certificate.

In case they are exempted under Provident fund act, they would furnish necessary documentary evidence in support of non-applicability of registration under EPF Act along with an affidavit affirmed before a first-class Judicial Magistrate to the effect as per enclosed Proforma (**Annexure -V**).

**g) EMD of Rs.7,467/- (Rupees Seven thousand Four hundred and sixty-seven) only including GST @ 18%**, in the form of TR issued by SMP, Kolkata or original Bank Draft/Banker's Cheque/Pay order in favour of "Syama Prasad Mookerjee Port, Kolkata". The original copy to be submitted physically within three days of opening of the bid. A scanned copy of the same also to be uploaded in their offer through e-Nivida Portal (RailTel Portal): <https://kopt.enivida.in/>.

**h) Copy of Treasury Receipt of Rs.590/-(non-refundable) including GST @ 18%**, issued by SMP, Kolkata or original Bank Draft/Banker's Cheque/Pay order in favour of

“Syama Prasad Mookerjee Port, Kolkata” as cost of Tender Document physically within three days of opening of the bid. A scanned copy of the same also to be uploaded in their offer through e-Nivida Portal (RailTel Portal): <https://kopt.enivida.in/>.

i) Micro and Small Enterprises (MSE's) shall submit the following documents for availing themselves of waiver of cost of tender document: -

I) Valid NSIC Registration Certificate with list of stores/items/services/works for which registration is issued; or

II) Certificate of District Industries Centre (DIC) or AADHAR based MSME certificate where the categories of firms i.e. Micro or Small is mentioned.

j) Photocopy of PAN Card and details of ECS like (i) Name of the Bank with Code No., (ii) Address, (iii) A/C No., (iv) Name of the Branch with MICR Code/IFSC (for outsiders).

k) **UNDERTAKING:**

The bidder shall submit following unconditional undertaking while submitting the bid using digital signature.

**“The bidder has fully read and understood the entire Tender Document, GCC and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC and Addenda.”**

With this there will be no necessity to upload signed bid document and GCC (**Annexure - VII**).

l) Filled up **“Form of Tender”** as per enclosed format (**Annexure - I**).

m) A separate letter addressing to Director, Marine Department confirming that the bidder has accepted all terms and conditions laid down in the bid document should be enclosed.

n) A separate statement of the tenderer containing full name and office address of the Tenderer, names, and designation of the officials of the Tenderer connected with the instant Tender, their land and mobile telephone nos., e-mail id and Fax No. etc. as per enclosed Proforma (**Annexure - IX**).

- o) Self declaration of the bidder that the bidding firm has not been debarred/ de-listed by any Govt/ Quasi Govt./Public Sector undertaking in India.
- p) Statement to confirm the status of the Bidder - whether a Partnership Firm, Company or Proprietorship Firm. If demanded by SMP, Kolkata the bidder would be bound to furnish necessary documents in support of their statement in this regard.
- q) Power of Attorney in original in connection with signing the tender document as per enclosed format (Annexure - X).
- r) Request for consideration of DG Set other than the list of preferred makes (i.e., **Kirloskar, Ashok Leyland, Cummins, Genset India, Sterling, Greaves Cotton**) shall be supported with certificate from any Central Govt. organization, Public Sector Unit, PWD, State Govt. organization regarding satisfactory working / performance of the DG Set during the last three years (minimum) (prior to the start date of submission of subject e-tender).
- s) Covering letter as per enclosed format (Annexure-VI).
- t) Checklist for documents (Annexure - XI)

**2.3** The contractor shall submit the documents as per the Check List above (i.e.as mentioned in clause no.-1.0 & 2.2) & Annexure - XI at the time of submission of the bid online. The bids will be summarily rejected without any reference to the bidder if the documents mentioned against clause no. 1.1, and 2.2 Sl. No. g, h, & i are not submitted with the bid.

**2.4** Tenderers may note that non-submission of any of the aforesaid documents/non-fulfillment of any of the aforesaid criteria shall lead to disqualification of their offers. No alteration shall be made by the Tenderer in the tender and the tender must be in accordance with the specification. Non conformation to this instruction shall be treated as non-responsive & hence may disqualify the tender.

**3.0** Part-II (Price Bid) shall be quoted online as per the enclosed format without any condition or deviation. Price bid must be filled up in EXCEL Sheet through e-Nivida Portal (RailTel Portal), uploaded by SMPK.

#### **4.0 INSTRUCTION TO BIDDERS:**

**4.1** Bidders are advised to submit quotation based upon Technical Specification, Terms & 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. SMP, Kolkata reserves the right to accept or reject the suggested deviations. No deviation from the laid down conditions of the Bid Document is firm unless it is notified by SMP, Kolkata.

**4.2** Syama Prasad Mookerjee Port, Kolkata will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.

**4.3** The work is to be done as described in Bid-Documents. The Bidders who need clarifications on any specific issue shall inform the Engineer in writing well in advance of the date of Pre-Bid discussion at the address given in the next clause.

**4.4** The bidders are advised to examine the tender documents carefully and if the bidders find any discrepancy or omission in the Bid Document or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer, 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

The Director Marine Department  
Syama Prasad Mookerjee Port, Kolkata  
15, Strand Road,  
Kolkata-700 001.

**4.5** The bidders may please note that the Syama Prasad Mookerjee Port, Kolkata will not entertain any correspondence or queries on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Syama Prasad Mookerjee Port, Kolkata's Offices for making such inquiries. Should Syama Prasad Mookerjee Port, Kolkata find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by Syama Prasad Mookerjee Port, Kolkata.

**4.6** Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder. Syama Prasad Mookerjee Port, Kolkata may reject, accept or prefer any bid without assigning any reason whatsoever.

**4.7** While evaluating tender regard would be paid to National Defense and security consideration.

**4.8** 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.

**4.9** Trustees reserve the right to verify the submitted copies of documents/ credentials with the original documents. The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities for clarification of his documents or credibility.

**4.10** The Bid and any annotations or accompanying documentation shall be in English language only and in Metric System.

**4.11** 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 authorisation or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. Syama Prasad Mookerjee Port, Kolkata may reject outright any bid unsupported by adequate proof of the signatory's authority.

**4.12** 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.

**4.13** Bidders shall set their quotations online as per BOQ format and without any qualifications. Price Bids, containing any sort of qualifying expressions will be rejected.

**4.14** Changes to Terms & Conditions as enumerated in the bid document will not be valid if not notified by Syama Prasad Mookerjee Port, Kolkata in writing to the bidder. In the event of Syama Prasad Mookerjee Port, Kolkata intends to or awards the work against the said bid to the successful bidder, and the bidder fails to commence the work in stipulated time, the Earnest Money will be liable for forfeiture.

**4.15** Syama Prasad Mookerjee Port, Kolkata reserves the right to ask anyone 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 Syama Prasad Mookerjee Port, Kolkata deem it necessary to ask for such a break up of quoted price, they will be duly bound to provide justification to the same failing which or if their justification of prices are found unacceptable to SMP-Kolkata, their Tenders may be cancelled by Syama Prasad Mookerjee Port, Kolkata.

**4.16** Director, Marine Department 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 Director, Marine Department taken unilaterally will be final and binding on the bidder

**4.17** The General conditions of contract of SMP, Kolkata shall be applicable wherever relevant.

**4.18** The bidders must upload all the documents required as per Pre-qualification criteria and the documents enlisted under techno-commercial bid and Price-bid, failing which the tender shall lead to disqualification. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

**4.19** Syama Prasad Mookerjee Port, 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.

**4.20** Tender Document (Non-transferable) will be available on the website: <https://smportkolkata.shipping.gov.in> / RailTel Portal. Parties downloading the tender document from above websites should ensure submission of either the Receipt from Treasurer, SMP-Kolkata or Demand Draft towards Tender Fee, failing which the tender will not be considered.

**4.21** The bidder before filing and submitting the Tender is expected to thoroughly examine the Tender Documents including all instructions, forms, terms, specifications, schedules, and reference drawings. Failure/misleading or false representations/omissions to furnish the information required by the tender Document on submission of a bidder which is substantially responsive to the tender requirement will result in the rejection of such tender.

**4.22** Indian agent on behalf of the Principal or Principal itself can bid but both cannot bid simultaneously for the tender. If an agent submits bid on behalf of the Principal, the same agent shall not submit bid on behalf of another principal.

**4.23** Deadline for submission of Tender:

The completed tender shall be submitted online within the prescribed date and time as indicated in the SOT. Further, the last date of submission of the tender will not be extended under any situation.

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

**4.25** The tenderers shall distinctly understand that they will be strictly required to conform to all the terms of the tender and the plea of custom prevailing will not in any case be accepted as an excuse on their part for infringing of any of the conditions and they shall refrain from sending revised or amended quotations, after the closing date and time of the tender.

**4.26** Should there be any doubt or ambiguity as to the meaning of any portion of the tender document or if any further information is required, the same shall be clarified/amended by SMP, Kolkata in the Pre-bid meeting. No excuse of ignorance in this regard shall be accepted at a later date after the Pre-bid meeting. In the event of making any important clarification or amendment of terms of the tender, pursuant to the discussion in the Pre-bid meeting, the same shall be immediately hoisted in SMP, Kolkata's website for information of all concerned and the same shall form a part of the Tender Document. Any offer having deviation from SMP, Kolkata's terms and conditions shall render such offer unacceptable to SMP, Kolkata. No alteration shall be made by the Tenderer in the tender document and the offer must be in accordance with the terms and conditions of the tender. **The prospective tenderers may inspect the site prior to the date Pre-bid meeting in order to make themselves fully aware of the work, site and scope of work as mentioned in the Bill of Quantity as per tender.** For attending the Pre-bid Meeting, the representatives of the tenderers should accompany proper authorizations letters from their respective organizations.

## **5. EARNEST MONEY DEPOSIT (EMD):**

**a)** Earnest Money Deposit of Rs.7,467/- (Rupees Seven thousand Four hundred and sixty-seven) only shall be submitted by Demand Draft/ Banker Cheque / Pay Order in favour of "Syama Prasad Mookerjee Port, Kolkata" Payable at Kolkata.

**b)** Earnest Money of unsuccessful bidders will be returned within 2 months of opening of Price Bid or on finalization/acceptance of tender, whichever is earlier without interest. If Price Bid is opened before expiring of validity of Earnest Money



instrument the same will be refunded to the bidders other than L-I bidder. Earnest Money Deposit of L-I bidder will only be encashed. If price bid cannot be opened for any reason before expiry date of Earnest Money Instrument, the bidder would be requested to extend the validity of the EMD instrument within the validity period of the offer, failing which the EMD instrument would be encashed. Tender submitted without EMD shall not be considered.

c) Earnest Money Deposit 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 accept the contract or fails to submit the Security Deposit, the Earnest Money (EMD) will be liable for forfeiture. Earnest Money shall also be forfeited, if any bidder withdraws his offer within the validity period of the tender and/or alters/amends any terms and/or conditions and/or quoted rate(s), within the validity period of the offer, making it unacceptable to SMPK. For the purpose of the provision, the validity period shall include any/all extension thereof as agreed to by the bidder in writing. Syama Prasad Mookerjee Port, Kolkata shall also be at liberty to deduct any of their dues from Earnest Money.

**d) The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny punitive action including suspension and banning of business can also be taken against defaulting bidders.**

**e) For Micro & Small Enterprise (MSEs) registered with NSIC: -**

i). Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money.

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, as per NIT, otherwise their offer will not be considered.

iii). Copy of valid NSIC Registration Certificate with list of stores/items/services/works for which registration is issued or Certificate of District Industries Centre (DIC) or AADHAR based MSME certificate were the categories of firms i.e. Micro or Small is mentioned must be submitted along with the bid.

## **6.0 SECURITY DEPOSIT:**

**6.1** The amount of Security Deposit will be 3% of the billed value. This amount will be deducted from the bills submitted by the contractor. The Security Deposit will be released after successful completion of Warranty/Defect Liability Period of one year without interest.

**6.2** SMP, Kolkata shall encash the Security Deposit in the event the contractor fails to comply with the conditions of the contract or when the contractor has defaulted for more than 10 days to commence operation at the order of authorized officer or when any amount is to be recovered from the contractor as penalty or deduction and the contractor fails to remit such amount within **30 days** after due notice given in this regard.

**6.3** SMP, Kolkata will not be liable for any financial obligation in connection with any work until such time SMP, Kolkata communicates to the successful bidder in writing his decision to entrust the work (covered by the Bid document).

**6.5** The contractor shall commence the work immediately after the issuance of Letter of Intent /Work Order.

## **7.0 Duties and Taxes:**

**7.1** 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.

### **7.2 General Terms & Conditions:**

Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.

The Supplier/Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions thereunder applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier/Service Provider and details available with Syama Prasad Mookerjee Port, Kolkata, then payments to be retained from due payments till such time Syama Prasad Mookerjee Port, Kolkata is not sure that accurate tax amount is finally reflected in the GSTN to SMP, Kolkata's Account and is finally available to Syama Prasad Mookerjee Port, Kolkata in terms of GST laws and that

the credit of GST so taken by Syama Prasad Mookerjee Port, Kolkata is not required to be reversed at a later date along with applicable interest.

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 supplier/service provider. Any loss of input tax credit to Syama Prasad Mookerjee Port, Kolkata for the fault of supplier shall be recovered by Syama Prasad Mookerjee Port, Kolkata by way of adjustment in the consideration payable.

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 you for a particular year before September of the succeeding Financial Year.

The purchase order/work order shall be void, if at any point of time you are found to a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.

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.

**7.3** SMP, Kolkata is entitled to claim benefit under Service Exports from India Scheme formulated under Foreign Trade Policy, 2015-20 and accordingly, the Contractor 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 Contractor would not be entitled to claim the same benefit against any money realized against services rendered under the contract.

The Contractor 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 contractor 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 Contractor would stand recoverable by SMP, Kolkata with interest and in case the contract 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 Contractor on any account and failing which by way of encashment of any Bank Guarantee maintained by the Contractor.

## 8.0 PRICING OF THE BID

### 8.1 General

The Bid shall be quoted in and as per format of Price Bid.

### 8.2 Currency of Quotations.

The Bidder shall indicate the prices in Indian Rupees only. The bidder shall not quote in any other currency other than Indian Rupees.

### 8.3 Validity of Price Bid:

a) The Part-II (Price Bid) shall be valid for acceptance for a minimum period of 120 days from the date of opening of Part-I (Techno Commercial bid).

b) **In the event of tenderer withdrawing their tender before the expiry of tender validity period of 120 days from the date of opening of the Techno-commercial Bid, the offer of such tenderer shall be cancelled and EMD deposited by them shall be forfeited.** If tender process could not be finalized within 90 days, the EMD's to be revalidated accordingly.

c) The quoted rate should be exclusive of GST. The rate quoted in the tender shall hold good and shall be binding on the tenderer notwithstanding any increase in the prices of the materials and labour or in the freights or levy or other charges whatsoever and the tenderers shall not be entitled to claim any increase over the rates quoted by them during the pendency of the contract.

## 9. Bid Opening

Technical & Commercial Bid and Price Bid: -

One representative of each bidder with appropriate authorization letter will be allowed during the opening of the bid.

Syama Prasad Mookerjee Port, Kolkata reserves the right to accept price bid of only such bidders whose Technical and Commercial aspects are acceptable and complete.

## 10.0 Evaluation and Comparison of Bids.

10.1 Syama Prasad Mookerjee Port, Kolkata reserves the right to accept price part of the offer of only such bidders whose Technical and Commercial aspects of the offer

are acceptable and complete. Syama Prasad Mookerjee Port, Kolkata's decision on this regard shall be final and binding on the bidders.

10.2 The Bids received and accepted will be evaluated by method indicated in the Price Bid. The overall lowest offer received shall be considered for acceptance by the Trustees.

10.3 No escalation on the quoted price is admissible during the period of the contract.

10.4 During evaluation of Price Bid, provided that the bidder submits his offer following e- tender stipulations & specifications, the overall lowest offer received shall be considered for acceptance by the Trustees.

10.5 The price offer should be exclusive of GST. GST will be paid extra at applicable rates at the time of supply of goods and services.

***N.B: The information being provided in the Tender document does not relieve the Bidders from carrying out the works to suit the specified needs. The Bidder shall inspect the site and may conduct trials at their own cost and risk and use any and every other method to ensure the adequacy of their offer.***

#### **11.0. Interpretation of Terms**

In the contract and specifications, the following works and expressions shall have the following meanings.

‘THE TRUSTEES’ - The expression ‘THE TRUSTEES’ means the Board of Trustees of the Port of Kolkata.

The ‘OWNER’ shall mean the Board of Trustees for the Port of Kolkata, a statutory body constituted under the Major Port Trust Act, 1963.

The “CHAIRMAN” shall mean the Chairman of Board of Trustees for the Port of Kolkata.

“THE DEPUTY CHAIRMAN” Haldia means the Deputy Chairman HDC, or, as the case may be, a Deputy Chairman of a Board and includes the person appointed to act in his place under Section 14 of the Major Port Trusts Act, 1963.

The “CONTRACTOR” shall mean the person or persons, firm or company or corporation or joint venture whose bid has been accepted by OWNER and includes the

CONTRACTOR'S Legal Representatives, his successors and permitted Assigns.

'THE DIRECTOR MARINE DEPARTMENT" - The expression "the Director, Marine Department" means the office holding that post under the Trustees and includes his successors in office.

'THE ENGINEER" - The expression "The Engineer" means the Director, Marine Department, for the purpose of this contract only.

'THE ENGINEER'S REPRESENTATIVEE" - The expression "the representative means any officer or person from time to time deputed by the Trustees or Director Maine Department to act on their behalf for the purpose of this contract.

'DAY' - means duration of 24 hours commencing at 00.00 hours midnight till 2400 hours and includes Sundays and Holidays.

**Annexure - C****Special Conditions of Contract:**

Tender No.: Tender No. MRN/NC/279/Gen-Set (New)/2022

1. The Tenderer shall carefully examine the whole tender document and shall visit and inspect the site on his own, obtain all information, which may be necessary for the purpose of the tender/offer. The Tenderer is advised to acquaint himself with the job involved at the site, laws and by-laws enforced by the Govt. and other statutory bodies. No excuse of ignorance as to site condition and local information will be accepted. All costs/charges/expenses that may be incurred by the Tenderer in connection with the preparation of his tender shall be borne by the Tenderer and SMP, Kolkata accepts no liability in this regard.
2. Disclosure/indication of price in Techno-commercial part of the tender shall be liable to be disqualified.
3. Any quotation received for part supply or of doing a portion of the work with responsibility for carrying out remaining works by the Trustees, will not be considered.
4. No alteration shall be made by the Tenderer in the tender and the tender must be in accordance with the specification. Non conformation to this instruction shall be treated as non-responsive & hence may disqualify the tender.
5. The contract shall be governed by the Indian Contract Act and all payments due to the Contractor under the Contract shall be made in India in Rupee Currency only. No foreign exchange is payable on this contract.
6. The Contractor shall take adequate insurance cover for persons to be deployed for execution of this contract. The Contractor shall at his own expenses pay compensation for any injury, loss or reinstate and make good to the satisfaction of SMP, Kolkata for loss or damage accrued to any property or rights of SMP, Kolkata whatever, including SMP, Kolkata's agents/ servants/ employees, or any third party arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify SMP, Kolkata against all claims enforceable against SMP, Kolkata (or agents/servants/employees of SMP, Kolkata) or which would be so enforceable against SMP, Kolkata where SMP, Kolkata is a private person, in respect of any such injury (including injury resulting to death), loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

7. Attention of the tenderer is drawn to clause no 3.4, 3.5, 3.6 of GCC regarding earnest money & security deposit and clause no.8 of GCC regarding delay/extension of time/LD/ Termination of contract. However, amount of Security deposit will be 3% of the total billed value instead of stipulated values mentioned in the aforementioned clauses of GCC.

8. Successful Tenderer shall be in all cases responsible for the execution of the work in accordance with the General Conditions of Contract. Specifications, Drawings if any, and the Bill of Quantities which the tenderer shall be deemed to have examined.

9. SMP, Kolkata reserves the right to disqualify any offer, in case they are satisfied that any bribe/commission, gift or advantage has been given, promised or offered by or on behalf of any of 14 the Tenderers to any officer, employee or representative of SMP, Kolkata or any other person on his or their behalf in relation to the acceptance of this tender.

10. The Tenderer shall disclose the names of their Partners /Directors/ Members in the manner stipulated in this tender document. Any change in the composition of the same during subsequent stage of tender finalization as well as during the period of execution of the contract shall be immediately notified in writing to SMP, Kolkata. In the event of any Tenderer failing to comply with the aforesaid requirement, the tender/ contract, if entered into, may be terminated.

11. At any time, prior to the last date of submission of Tenders, SMP, Kolkata reserves the right to amend and modify the Tender Document. Such amendment shall be hoisted in RailTel Portal as well as in SMP, Kolkata's Portal and SMP, Kolkata would in no way be responsible for any likely ignorance of any prospective Tenderer in this regard. Such amendment/ modification shall form part of the Tender and shall be binding upon all the Tenderers. SMP, Kolkata may, at its discretion, alter any of the major dates like pre-bid meeting, last date of submission and date of opening of the Tender etc. to enable the Tenderer(s) to have reasonable time to submit their offer after taking into consideration such amendment/modification.

12. The Tenderer should note that the plea of custom prevailing will not in any case be admitted as an excuse on their part for infringing any of the conditions of the tender.

13. The Contract shall be governed by all the acts as listed under Clause No. 4.1 of the General Conditions of Contract and also by all other relevant Acts/Laws/



Regulations/By-laws/Statutory Requirements including Dock Safety Regulations as may be in vogue as well as any amendment thereof, if any, in executing the tender and during the pendency of the contract. It will be the sole responsibility of the Contractor to comply with the same.

14. While submitting tender, the conditions of tender, the general conditions of contract and specifications, drawings etc. shall be read in conjunction with the bill of quantities.

**15. Completion time:** Sixty (60) days from the date of placement of order letter. For any delay, attention of the tenderer is drawn to clause no.8 of GCC for applicability regarding delay/extension of time/LD/ Termination of contract.

16. The tenderer/s shall not rely merely on the descriptions given on the bill of quantities. The quantities shown on the bill of quantities are approximate only and the actual quantities will be intimated when formal order will be placed. If when preparing the tender documents, the tenderer feels that any essential item has been omitted from the bill of quantities the prices of which cannot be conveniently included under any other item, the tenderer shall request the Engineer to insert a suitable item at the time of Pre-bid meeting. Should the tenderer omit to mention the price of any item in the bill of quantities, the tender may be treated as cancelled.

17. The tenderer/s shall distinctly understand:

A. that they will be strictly required to conform to the General Conditions of Contract and Specification as contained in each of its clause.

B. Non-acceptance/or non-compliance of any of the above terms and conditions may render the tenders liable to rejection.

C) Tenderer/s shall also sign every page of the tender documents in token acceptance thereof.

**18. Warranty/Defect Liability Period:** The contractor shall make good at his own expenses of all defects, due to faulty design, materials, and workmanship, which may develop under proper use during a period of 12 months from the date of commissioning/handing over of the work. Should any difference of opinion arise on any of the provisions of this clause, the decision of the Engineer shall be final and binding. In default, the Trustees will be at liberty to get the repairs done and reimbursed themselves so far as costs therefore are concerned out of the amount lying with them as security deposit so far as that is practicable. If the costs of such repairs exceeding the amount of security deposit, the Contractor shall pay the balance to the Trustees forthwith on demand. Where the Contractor has submitted

bank guarantee in lieu of cash security money, the cost of such repairs will be payable to the Trustees forthwith on demand.

**19. Safety:** The Contractor shall take adequate safety precautions for prevention of accidents at site. The Contractor shall ensure that his employees observe the statutory safety rules and regulations.

**20. Permission from statutory bodies:** The Contractor shall make arrangement from his own cost for obtaining permission and relevant clearance from the statutory bodies such as Municipal Corporation, Electricity Authorities etc. on payment of necessary charges/fees etc. by the bidder.

**21. Drawings:** On completion of all work, the Contractor shall furnish three copies of all “As made” drawings to the Engineer without any cost.

**22. Specifications/ Codes and Standards:** All works under this contract will be executed according to the Trustees’ Specification for works. Whenever the details are not specifically covered in the specifications, relevant provisions in the latest revision and/ or replacements of the Indian Standard Specifications (IS) or any other International Code of Practice/ CPWD specifications will be followed. The Contractor shall have to procure copies of such codes/ standards for ready reference of his own personnel as well as the Engineer or his representative at site at his own cost and without any additional reimbursement.

**23. Testing and commissioning:** Before each test, the Contractor shall obtain permission from the Engineer and all tests shall be conducted at the premises of the bidder in presence of duly authorized representative and the Electrical Inspector wherever it is necessary. Record of each test shall be prepared after the test and this record shall be signed by the Contractor’s representative conducting the test. Copies of those records in quadruplicate shall be submitted to the Engineer. A certificate in quadruplicate shall be furnished by the Contractor or countersigned by his certified Supervisor under whose direct supervision the installation has been carried out. The Testing & Commissioning and its related charges are to be borne by the Contractor at his own cost.

**24.** The tenderer must produce evidence with his tender that he had experience and fully capable of carrying out work of this class and magnitude and by way of proof shall submit along with his tender under ‘Annexure-VIII’ a list of important works of a similar nature successfully carried out by him giving the dates of commencement and completion of such works and full particulars of his business organization.

**25. Cleaning during execution and after completion:** Any damage done to the structures during execution of work should be made good by the contractor at his own cost. On completion of works, the contractor shall reinstate and make good at his own expense any property or land which might have been disturbed and/or damaged by his works. He should also clean the site as required during execution and fully clear the site after completion of all the works.

**26. Protection of existing service:**

The contractor must pay full attention to the fact that the existing service facilities for SMP, Kolkata are not disturbed at any time due to storing of materials and rubbish and take every precaution to keep the entrance passage clear is the same are being used by the labourer. The contractor shall be held liable for all damage and inference to the existing service/structures caused by him in execution of works. Should any damage be done to the existing service/structures in general, the contractor shall make good the same and any further work considered necessary by the Engineer's representative without any delay otherwise the cost of such repairing shall be recovered from his running account bill for which Engineer's decision shall be final & binding.

**27. Safety Measures:**

The contractor shall adhere to safe construction practice, guard against hazardous and unsafe working conditions and follow all safety precautions for prevention of injury or accidents and safeguarding life and property. The contractor shall comply with relevant provisions of Dock Workers (Safety, Health and Welfare) Act - 1986 and Dock Workers (Safety, Health and Welfare) Regulation - 1990 and Safety Officer of the Trustees or Safety Inspectors shall be afforded all facilities for inspection of the works, tools, plant, machineries, equipment etc. wherever so required. The contractor shall further comply with any instruction issued by the Engineer, Trustees' Safety Officer, Safety Inspector in regards to safety which may relate to temporary, enabling or permanent works, working of tools, plants, machineries, equipment, means of access or any other aspect.

The contractor shall provide all necessary first aid measures, rescue and lifesaving equipment to be available in proper condition. The contractor shall provide **PPE's (Personal Protective Equipment)** such as, helmet, safety shoe etc. to all workers and shall also provide job specific PPE's e.g. safety belts for working at heights; protective face and eye shield, goggles, hand gloves for welding / gas cutting works; protective foot wear and gloves for hot works; facemasks, gloves and overalls for painting works, mixing and handling materials etc., as directed by the Engineer.

All safety rules shall be strictly followed while working on live electrical systems or installations as stipulated in the relevant safety codes. Use of hoisting machines and tackles including their attachments, construction tools, machineries and equipment shall comply with the relevant safety codes. Before allowing workers in sewers, manholes, any duct or covered channel etc, the manhole covers shall have to be kept open and ventilated at least one hour in advance and necessary safety torches / lamps should be inserted first before allowing entry to the worker. Suitable hand gloves and other safety gear is to be provided by the successful contractor to the worker during handling / removing of slushes / sludge etc. without any extra cost. The contractor shall adopt all the above safety measures at his own cost.

The successful bidder shall also ensure that:

- (i) No damage is caused to plants and vegetation unless the same is required for execution of the project proper.
- (ii) The work shall not pollute any source of water / land / air surrounding the work site so as to affect adversely the quality or appearance thereof or cause injury or death to animal and plant life.
- (iii) His office & labour hutment etc. shall be maintained in a clean and hygienic condition throughout the period of their use and different effluents of the labour hutment shall have to be disposed of suitably.

**28.** The Contractor shall arrange all necessary tools, tackles, equipment, measuring & testing equipment etc. required for commissioning of the work & maintenance work thereafter at no extra cost to SMPK.

**29.** The contractor shall start the work on “As-is-where-is” basis of the electrical installations.

**30.** The Contractor shall arrange the services, if any, required from indigenous/ foreign companies at no extra cost to SMPK.

**31.** The stores/equipment/plant/machineries shall strictly conform to the tender specifications and shall be capable of satisfactorily performing the duties intended for in the specification.

**32.** The contractor shall have to arrange at his own cost for all necessary insurance coverage for men and materials to be used this contract.

- 33.** SMP, Kolkata and the contractor will nominate a number of officers with their contact nos. indicating the chain of command at the field level that will operate within the terms of the contract to ensure minimum interruption, smooth functioning and optimum utilization of the electrical installations and the related distribution system.
- 34.** The contractor shall conform to all the formalities as laid down in the Contract Labour (Regulation and Abolition) Act, 1970 and rules framed there under in vogue and subsequent amendments, if any, while executing the contractual works.
- 35.** The Contractor shall supply, bound into suitable folder two sets of operating and maintenance & fault-finding manual for use by the Engineer with three sets of complete general lay out, assembly drawings and illustrated spare parts catalogue for the stores/plant/equipment/item.
- 36.** Contractor shall have to arrange security for their equipment/office/stores etc. at their own cost and responsibility.
- 37.** All equipment covered under this tender must be available from indigenous sources and the tenderer/s shall confirm that spares will be available freely at least for a period of 5 years from the date of commissioning. No foreign exchange will be made available.
- 38..** The tenderer/s shall submit manufacturers Test Certificates for all the bought-out items envisaged in the equipment.
- 39.** For erection, if applicable, of the stores/ plant/ equipment/ machineries/ item, all connected work including grouting bolts, Base frame and Bed plate etc. shall be provided by tenderer. During erection all tools and tackles are to be provided by Tenderer. Tenderer should guard all equipment, etc. at site by his own men at his own cost. However, only space for keeping the materials for execution of the work may be provided by SMP, Kolkata on free of cost basis.
- 40.** The contract shall be drawn up in English language only.
- 41.** The firm /contractor shall at all times, during the continuance of agreement, obey and observe all direction and instruction given by the Engineer or his authorized officials.
- 42.** The responsibility in respect of the antecedents/Credentials of the persons engaged by the contractor rest with the contractor.

**43.** The staff provided by the contractor to SMP, Kolkata are in case found to be indulging in any undesirable or unfair activities in the premises of SMP, Kolkata, the contractor will solely be responsible for all the consequences apart from the liberty of SMP, Kolkata office to lodge complaints before appropriate authorities.

**44.** The tenderer/s shall afford all facilities to the Engineer at their own arrangement for inspection and demonstration of the equipment, quoted for.

**45.** The tenderer shall along with the tender submit the detailed description of the equipment quoted for and enumerate the aspect of operation and maintenance facilities and shall enclose necessary literature.

**46.** The equipment shall be supplied and delivered at the specified site by the contractor at his own cost.

**47.** All payments like refund of Earnest Money, Security Deposit and all bills of contractors' will be paid through ECS. For this purpose, following details are to be furnished by the tenderer:

- i. Name of the bank:
- ii. Name of the Branch with Code No.:
- iii. Bank account no.:
- iv. Type of account: Saving/Current/Cash Credit
- v. MICR No:
- vi. IFSC Code:

The account shall have to be with a bank within the ECS zone prescribed by the RBI.

**48.** The tenderer/s have to fill in the Technical Data. The successful tenderer shall have to supply materials and execute the work as per Technical Data offered by them.

**49.** All materials are to be supplied progressively as required at site subject to prior approval of Engineer or his representative.

**50.** During course of examination of Techno-commercial Bid, the bidders if asked for shall furnish any or additional documents for the purpose of evaluation of his/their bids. The price part of bid of those bidders who qualifies in the techno-commercial part as per qualifying criteria of the NIT shall be considered for price evaluation as per terms of tender document.

**51. Priority of Contract Documents:** several 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 (EoC), who shall thereupon issue to the Contractor instructions thereon which will be final and binding on the Contractor. Unless otherwise provided 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 others (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:

The following documents of the Contract Agreement will be in the following sequence:

- a) Letter of Intent (LoI) / Work Order
- b) Special Conditions of Contract
- c) Scope of work and Terms of Payment
- d) Bill of Quantities
- e) Instructions to the Tenderer
- f) General Conditions of Contract
- g) Any other document(s) forming part of the Contract.

**52. Custodian Certificate:** After delivery at site the supplied materials are to be verified by SMP, Kolkata Officials and the custodian certificate is to be issued by the Contractor in this regard for consumption of such materials in the instant work.

**53. Special / Additional Security** may be arranged by the contractor at the site at no extra cost to SMP, Kolkata over and above the General Security provided within SMP, Kolkata premises by Port Security Authority.

**54.** In case of any dispute, question or difference either during the execution of the work or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Engineer, SMP, Kolkata, thereon shall be final and binding upon all parties.

**55. Good Conduct:** If a bidder has had previous history of “defined misconduct”(such as banning from/ by any government sector, premature termination of a contract solely on bidder’s fault, criminal case pending against the company or its owner/ current director filed by a government entity etc.), his offer is liable to be ignored.

**56.** Whenever instances of submission of fraudulent/misleading document(s) are detected by the Port Authorities, appropriate penal action will be unleashed. It must

be realised that submission of fraudulent/forged document(s) to a government department is not only a Civil/contractual offence but might attract Criminal Culpability under Indian Penal Code. Competent Authority will take Range of punitive actions as per guidelines in case of detection of such fraud/forgery/deliberate misrepresentation of documents during the bidding process or afterwards.

**57. Preference to Make in India:** The policy of the Govt. of India to encourage “Make in India” and promote manufacturing and production of goods and services in India as per the “Public Procurement (Preference to Make in India), Order 2017- Revision regarding”, circulated by the Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Govt. of India vide Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020; subsequently revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 will be applicable for this tender.

**58. Bidder from a country sharing land border with India:** Any bidder from a country which shares land border with India will be eligible to bid as per the OM No. F6/18/2019-PPD dated 23.07.2020 circulated by the Department of Expenditure (Public Procurement Division), Ministry of Finance, Govt. of India.

**59. Import from Prior Reference countries:** Attention is invited to the provision contained in Ministry of Power, Govt. of India’s Order no. 25-11/06/2018-PG dated 02.07.2020 which reads that “Any import of equipment/components/parts from “prior reference” countries as specified or by persons owned by controlled by or subject to the jurisdiction or the directions of these prior reference countries will require prior permission of the Govt. of India.” It is hereby clarified that for the purpose of aforesaid stipulation, “prior reference” country means a country which shares a land border with India. Attention is further invited to Ministry of Power, Govt. of India’s Order no. 25-4/1/2019-PG-Part (1) dated 02.07.2020 wherein it is clarified that “Notwithstanding above, it is further clarified that the restrictions related to “prior reference” countries will not apply in the following cases:

**A.** The bidders/imports from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development of projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of Ministry of External affairs.

**B.** Bona fide procurements made through GeM without knowing the country of bidder till the date fixed by GeM for the purpose.

**C.** Bona fide small procurements, made without knowing the country of bidder and



D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed.”

**60. Terms of Payment: -**

**60.1** 100% payment against Supply, Delivery, Installation & Commissioning of DG Set on production of proper purchase documents / challans at site together with required Test Certificates (as applicable) etc. from appropriate authorities, as applicable and on submission of Custodian Certificate. However, 3% of the billed value will be deducted and kept as Security Deposit.

**60.2** Any defect and /or deficiency in the equipment supplied shall have to be made good by the contractor before any bill is passed for payment. Payment will be made subject to security deposit clause no. 3.4, 3.5 & 9 of GCC. However, amount of Security deposit will be 3% of the total billed value instead of stipulated values mentioned in the afore mentioned clauses of GCC.

**60.3** Syama Prasad Mookerjee Port, Kolkata reserves the right to refuse the DG Set if, during inspection and verification by SMP, Kolkata Officials at site, the same is found to be not fulfilling the requirements as laid down in the tender.

**60.4** If excess work is required to be carried out in addition to the quantities stipulated in BOQ, the amount will be paid on par with the quoted offer and as per actual measurement. In case of extra work, the same will be paid as per rate of PWD schedule/ rate of reputed manufacturer /market rate with justification of rates as the case may be.

**61.** The General Conditions of Contract of SMPK shall be applicable wherever relevant. The General Conditions will apply except when they are in conflict with condition/terms enumerated in Bid documents and in such cases the clause of GCC will be superseded by conditions established by this document.

The G.C.C. may be downloaded from SMP, Kolkata website, “Home Page - Rules and Regulations - Non-Service Regulations - General Conditions of Contract - Forms and Agreements.”

**62.** Risk Purchase/Termination of contract:

**62.1** Termination of contract will be applicable as per clause No. 8 of SMP, Kolkata's General Conditions of Contract.

**62.2.** The contract may be terminated at 15 days' notice by SMP, Kolkata if any one of the stipulated conditions agreed upon by the selected bidder is not met to the satisfaction of SMP, Kolkata. Further, the contract shall stand terminated automatically after completion of the work.

**63. SMPK's Responsibilities: -**

Electricity will be provided free of cost from nearest available source for carrying out the works, if necessary. Water and Toilet facility, as available within the premises, shall be extended to the Contractor's men free of cost.

**64. Signing of the Contract:**

On placement of Work Order, the successful bidder will have to make arrangement for signing a formal agreement with Syama Prasad Mookerjee Port, Kolkata on a non-judicial stamp paper of Rs.50/- as per enclosed format within 15 days from the date of issuance of Work Order. All correspondence between the contractor and SMP, Kolkata and all documents to be submitted from the date of opening of tender up to the issuance of work order should form part of the contract agreement.

**65.0** The Director, Marine Department from time to time may authorise in writing a copy of which is to be forwarded to the contractors, any person, or persons to be named by him in this behalf to exercise such of his powers, authorities and directions under this contract as he may think fit and proper and the contractors shall recognise, honour and give necessary assistance to such authorities in all respects.

**66.0 Law of the Land**

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

**67.0 FORCE MAJEURE**

In the event of either party being rendered unable to perform any obligation under the contract, the relative obligation of the party affected by such force majeure shall

upon notification to the other party be suspended for the period during which force majeure events last. The cost and loss sustained by either party shall be borne by respective parties. The term 'force majeure' employed herein shall mean act of God, war (declared or not), riots, civil commotion, fire, accident, sabotage, natural calamities, plague, quarantine, import or export embargoes, restraints imposed by government or change in govt. policies subsequent to hire or any happening affecting the performance by either party it's obligations under this charter which the party can not reasonably prevent or control against.

## **68.0 Compliance of relevant Acts, Ordinances etc.:**

### **68.1 CONTRACT LABOUR LAWS:**

The contractor shall be required to comply with the Minimum Wages Acts 1948, Employees Liabilities Act, 1938, Industrial Disputes Act, 1947, and the Contract Labour (Regulation and Abolition) Act, 1970, or statutory amendments and the modifications thereof, any other laws relating thereto, and the rules made there under from time to time. Payment to the labourers to be made as per the minimum wage rate fixed by Chief Labour Commissioner (Central) and as per M.W.A. Govt. of W.B. whichever is higher and revision from time to time along with EPF/ESI and other statutory benefits, as applicable. It will be the duty of the contractor to abide by the provisions of the Act, Ordinances, Rules, Regulations, Byelaws and Procedures as are lawfully necessary in the execution of the works.

The contractor will be fully responsible for any delay/damage etc. and keep the Engineer indemnified against all penalties and liabilities of any kind for noncompliance or infringement of such Acts, Ordinances, Rules, Regulations By-laws, and procedures etc. The contractor shall indemnify the SMP, Kolkata against payment to be made under or for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his subcontractor. The aforesaid Acts, Ordinances, Rules, Regulations, By-laws, and procedures shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of this contract. It will be obligatory on the part of contractor to obtain necessary Labour License from the Competent Authority for deploying requisite nos. of labours in the work and submit to the Engineer-in-Charge prior to commencement of the work.

The contractor shall also be required to comply regarding 'Workmen Compensation Act, 1923 as amended by Amendment Act No. 65 of 1976'. In addition to the above, the personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time. The contractor shall consider all the above said financial liabilities in his quoted rates and nothing extra,

whatsoever, shall be payable to him on this account. The contractor shall indicate maximum number of workmen to be engaged on any day for execution of the work in the appropriate place in the ABSTRACT FORM OF TENDER & he shall have to obtain a regular/permanent license as per Sec. 12(1) of the Contract Labour Act. Further, whenever a contract work has commenced or completed, the contractor has to intimate the same to the Assistant Labour Commissioner (Central) in Form IV-A, within 15 days of such commencement or completion. The contractor has to arrange for displaying the name of the Regional Labour Commissioner (Central), Asst. Labour Commissioner (Central) & Labour Enforcement Officer (Central) at his worksite(s). The contractor shall inform the Principal Employer the date, time and venue of disbursement to be made by him to his workers. The successful bidder shall also be required to put up a notice at the site of work mentioning the date, time and venue of disbursement to be made by him to his workers and he or his authorized representative shall have to be present during period of disbursement.

#### **68.2 COMPLIANCE WITH E.P.F & M.P.ACT:**

The successful contractor will have to comply with provision of EPF & MP Act - 1952 (along with amendments, if any), issued from time to time. If asked for by the Employer, the contractor will be required to submit photocopy of all payment challans and produce the original for verification to the representative of the principal employer, i.e. Syama Prasad Mookerjee Port, Kolkata's.

#### **68.3 INDEMNIFICATION:**

The successful bidder shall be deemed to indemnify and keep indemnified the Trustees from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of any law, rules or regulations having the force of law, including but not limited to -

- a) The Minimum Wages Act, 1948.
- b) The Dock Workers (Regulation of Employment) Act, 1948
- c) The Building and other Construction workers (Regulation of Employment & conditions of Service) Act, 1996
- d) The Dock Workers' Safety, Health & Welfare Act, 1986.
- e) The payment of Wages Act, 1936.
- f) The Workmen's Compensation Act, 1923.
- g) The Employees Provident Fund Act, 1952.
- h) The Contract Labour (Regulation and Abolition) Act, 1970; Rules 1971.
- i) The Equal Remuneration Act, 1976.
- j) The Employees State Insurance Act, 1948. & Employees State Insurance (Amendment) Act, 1989.

- k) Child Labour (Prohibition and Regulation) Act, 1989,
- l) The Maternity Benefits Act 1961.
- m) Interstate Migrant Workmen (Regulation of Employment & Conditions of Service Act, 1979.
- n) Motor Vehicle Act, latest revision.

## **69.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION**

**69.1** In all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings, Designs & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract, the decision of the Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the Contractor.

**69.2** If the Contractor is dissatisfied with any such decision of the Engineer/his representative, he shall within 15 days after receiving notice of such award/decision, require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.

**69.3** If there is no settlement as mentioned at Clauses - 69.1 & 69.2, the dispute or differences or claims as the case may be, shall be referred to the **Conciliation Committees/Councils** comprising of independent subject expert in order to ensure speedy disposal of the case.

**69.4** The award of the Conciliation Committee/Council if agreed by both the sides may then be placed for consideration of the Board of Trustees of the Port subject to the delegation of power.

**69.5** If there is still no settlement as mentioned at Clauses - 69.1 69.2, 69.3 & 69.4, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 including all amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrator and inform the other party within 60 days. If the other party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in

accordance with Arbitration and Conciliation Act, 1996, including any amendment thereof.

**69.6** Notwithstanding anything contained herein above, Employer also reserve the right to invoke arbitration in all disputes, matters, claim demands or questions arising

out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract etc.

**69.7** The place/ jurisdiction of arbitration shall be in Kolkata, West Bengal, India.

**69.8** The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid equally by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the successful Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the Party.

**69.9** Pending the submission of and / or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

**69.10** The request for arbitration, the answer to the request, the terms of reference, any written submission, any order and ruling shall be in English language and if oral hearings take place, English shall be the language to be used in the hearing.

**69.11** Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

**69.12** PROVIDED ALWAYS AS FOLLOWS: -

a) The Contractor shall have to raise disputes or differences of any kind whatsoever, in relation to the execution of the work to the Engineer within 30 days from the date

of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.

b) No dispute or difference on any matter whatsoever pertaining to the contract can be raised by the Contractor after submission of certificate in form G.C.3 by him.

c) Contractor's claim/dispute raised beyond the time limits prescribed in sub-clauses (a) & (b) herein above, shall not be entertained by the Engineer and / or by any Arbitrator, subsequently.

### **SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

#### **1.0 SCOPE OF WORK:**

1.1 Supply, delivery, installation, and commissioning of DG Set as per Technical Specifications & BOQ.

1.2 The successful bidder has to build the foundation structure (Length = 15 feet, Width = 6 feet) at site for installation of the DG Set. **Foundation drawing is to be submitted to SMPK official for approval before start of foundation work at site.**

1.3 Earthing of the Electrical Installation as per IS specification.

1.4 Any work, considered required by the contractor and not mentioned hereunder, for successful completion of the project, is to be included in the item of Bill of Quantity suitably which should be finalized in the Pre- bid meeting.

**1.4 The intending tenderer shall inspect the site of work in consultation with the Assistant Engineer Superintendent, Marine Dept. and acquaint himself with the nature of Work before preparing his tender.** His attention is drawn to the Special Conditions of Contract in this regard. No excuse on ignorance as to the site General Conditions will be entertained.

1.5 Unless otherwise specified, the work to be provided for by the contractor shall include but not be limited to the following:

a) Provide all materials, supervision, services, scaffolding and temporary lighting as required for work purposes etc.

b) Prepare and submit for review and assessment to the Engineer working drawings showing how the work is actually going to be done as may be required by him.

c) The contractor shall carry out the work in phased manner as per availability of the site so that normal day to day activities are not affected for which no such extra payment will be entertained.

1.6 The work shall be carried out as per Indian Electricity Act, 2003, Central Electricity Authority (Measures relating to safety & electricity supply) Regulation,



2010 with latest revised IS code of Practice and relevant portion of National Building Code particularly with respect to fire safety and also code of practice for fire safety of buildings (general): Electrical Installations, IS: 1646: 1997 and code of practice for earthing IS 3043:1987 and Dock Safety Rule & Regulation.

1.7 The Contractor should arrange, at their own cost, all necessary tools, tackles, lifting machineries, transport etc., required for the execution of total work. They should also provide all materials, supervision, services, scaffolding and temporary lighting as required for work purpose etc.

#### **1.8 Installation of DG Set:**

Suitable sizes of Hot Deep Galvanized Steel Base Channels/ Angles/ Platform should be grouted, levelled in cement concrete foundation. A proper bonding surface should be made by chipping the floor while making cement concreting. DG Set should be assembled, aligned and levelled. The Fixing Bolts should be grouted only after satisfying all these requirements. Main connection has to be made to the existing main panel with suitable capacity power cables. All the control wiring, other live parts of Switch Gears, should be meggered with 500 Volt Megger. The DG Set shall be double earthed through earthing system. Supply of all materials including hardware materials, as required, is under the scope of the work.

#### **1.9 Earthing:**

As per Technical Specification.

#### **1.10 Cleaning of site:**

On completion of works, the contractor shall reinstate and make good at his own expense any property or land which might have been disturbed and/or damaged by his works. Contractor should also clean the site as required during execution and fully clear the site after completion of all the works. Any holes/drillings/openings/damages made on the wall/roof for drawing of cables/installation of equipment shall be made good by the tenderer at his own cost.

### **2.0 TECHNICAL SPECIFICATIONS:**

#### **A. Technical Specification of 160 KVA, 3 Phase, 415 V, 50 Hz Silent Type DG Set:**

The DG set shall be silent type, electric start, CPCB approved comprising of Engine, Alternator, starting battery, acoustic enclosure, manual control panel **with Remote Monitoring System (RMS) feature**, fuel tank, first fill of coolant & lubricating oil

complete with all standard accessories and confirming to following specification & requirements: -

### 2.1 Engine:

(a) Engine shall be water cooled, four stroke, multi-cylinder and capable of developing suitable BHP at 1500 rpm for given KVA rating.

(b) Engine shall be provided with battery charging alternator, fuel filter, lub. oil filter, air cleaner, exhaust piping, electronic / mechanical governor, residential silencer, Control panel, Engine instruments panel, fuel tank, safety indicators & protections, with **remote monitoring system (RMS)** features and all the standard accessories.

(c) Engine instrument panel shall be comprising of starting switch & key, lub. Oil temperature & pressure gauges, water temp. gauge (for water cooled engines), RPM indicator & hour meter

(d) Control panel inside the canopy should have Ammeter, voltmeter, frequency meter, MCCB, energy meter & hour meter etc. as per standard requirement.

(e) Radiator shall be provided in water cooled engines.

(f) The engine shall be capable of providing 10% overload for 1 hour for every 11 hours continuous running at full load.

(g) The Engine shall confirm to IS : 10000, IS : 10001, IS : 10002 or equivalent specification.

### 2.2 Alternator:

(a) Alternator shall be brushless, self-excited, self-regulated, suitable for continuous operation and providing 3-phase output of specified KVA rating at 415V, 50 Hz, 1500 rpm & 0.8 p.f. (lagging).

(b) It shall be housed in a screen protected drip-proof enclosure.

(c) Class of insulation of alternator shall be 'H'.

(d) It shall be provided with standard protection (over-voltage, over speed and under voltage).

(e) Alternator shall confirm to IS : 13364 or equivalent standards.

### **2.3 Acoustic Enclosure:**

(a) It should be fabricated from 2.0 mm CRCA sheet steel, powder coated, filled with insulating material of suitable thickness & density as per IS : 8183.

(b) All doors / opening should be sealed with neoprene / EDPN gaskets.

(c) The noise level must be reduced upto 75 db at one meter distance from DG set as per norms of CPCB.

(d) The enclosure should be integrated and should have the provision of lifting arrangement, point of body & neutral earthing, air breather, fuel drain, lub. Oil drainage, hood for rain protection, easy stop push button, panel meter viewing window, exhaust fan (if required), diesel filling arrangement (lockable type) etc. as per requirement.

(e) Suitable locks shall be provided on the doors of the canopy.

### **2.4 Control Panel:**

(a) Panel shall be fabricated from 14/16 gauge CRCA sheet steel, powder coated finished and shall have IP54 protection.

(b) It shall be provided with Engine Start & Stop switches, selector switches for ammeter & voltmeter, ammeter, voltmeter, frequency meter, timers, control & power contactors, suitable rating MCCB & busbars, instrument & control fuses, Indicating lamps, visual & alarm indication for faults and other standard accessories complete with internal PVC insulated FR copper wiring.

(c) It shall also be provided with battery charger complete with voltage regulator, float/booster selector switch, on-off switch, voltmeter & ammeter for charging the battery from mains.

### **2.5 Fuel Tank:**

It shall be provided with fuel level gauge, drain valve, inlet/outlet connection & required pipe etc.

### **2.6 Battery:**

(a) A 12 Volt low maintenance/maintenance free lead acid battery of adequate capacity with connecting cable shall be provided.

(b) It shall conform to relevant IS specification and of reputed make.

### **3.0 Other requirements:**

(a) The diesel engine and alternator shall be close coupled and mounted on common base of robust construction.

(b) Engine shall be provided with AVN pads for absorbing the vibration.

(c) All the relevant test certificates of engine & alternator by the manufacturer & certificate of complying with CPCB norm shall be provided.

(d) A set of tools necessary for proper maintenance of the DG set shall be supplied with the DG set.

(e) Instruction & maintenance manual (in duplicate) shall be supplied along with every DG set with all the details & drawings.

(f) The engine & alternator shall be provided with a rating plate marked with all the standard details.

(g) Installation, Commissioning of DG set including testing on full load (for minimum 3 hours) and demonstration to SMPK Official shall be in scope of the firm.

(h) The Installation shall include making suitable foundation, GI pipe earthing as per IS:3043 (2 nos. for body & 2 nos. for neutral) with GI strip (25 x 3 mm); providing, laying & connecting PVC insulated aluminum conductor armored cable of suitable size (185sqmm, 3.5 core, length - 16m approx.) including changeover of suitable rating (if required) complete in all respect as per requirement. One change over switch of 250 amp four pole is to be provided.

(i) Supply and installation of one no. manual change over switch of suitable rating.

**4.0 List of Preferred Makes - Kirloskar, Ashok Leyland, Cummins, Genset India, Sterling, Greaves Cotton.**

### **5.0 Note:**

- a) DG Set of any other make than those mentioned in the list of preferred makes may be accepted subject to the condition that the said DG Set shall comply all the technical specifications /requirements mentioned in the tender document.
- b) Request for consideration of DG Set other than those mentioned in the list of preferred makes shall be supported with certificate from any Central Govt. organization, Public Sector Unit, PWD, State Govt. organization regarding satisfactory working / performance of the DG Set during the last three years (minimum) (prior to the start date of submission of subject e-tender).
- c) If the supporting documents for the aforementioned clauses are not submitted by the bidders in the techno-commercial bid then, it would be considered that the bidders will provide items from list of preferred make only.

**1.0 Preamble to Bill of Quantity & BOQ:**

1.1. The Bill of Quantities must be read with the General Conditions of Contract, the Special Conditions of Contract and the Particular Specifications of Work and the Bidder is deemed to have examined the above documents and to have thoroughly familiarize himself with the total scope of work and its mode of execution.

1.2. The quantities given in the Bill of Quantities are approximate only and are given to provide a common basis for tendering. Payment will be made according to the quantities of each item of work actually carried out at the accepted rates as per Order Letter. The measurements of each item of work shall be measured jointly by the Engineer or his Representative.

1.3. General direction and description of work or materials given elsewhere in the contract documents are not necessarily repeated in the description of items in the Bill of Quantities.

1.4. The prices and rates entered by the Contractor in the Bill of Quantities shall be deemed to cover the complete and finished work, inter-alia, all costs and expenses which may be required for successful completion of the works together with all risks, liabilities, contingencies, insurance, octroi, royalties, taxes and obligations imposed or implied by the Contractor.

1.5. Where separate items such as mobilisation, demobilisation, temporary works etc., have not been provided in the Bill of Quantities for works required under the Contract, then the cost of such works shall be deemed to have been included in the prices and rates of other items.

1.6. Without affecting the generality of the foregoing provisions, the prices entered in the Bill of Quantities by the Contractor shall include inter-alia, all costs and expenses involved in or arising out the followings: -

a. The provision, storage, transport, handling, use distribution and maintenance of all materials, plans, equipment machineries and tools including all costs, charges dues demurrages or other outlays involved in the transportation.

b. The provision and maintenance of all his staff and labours and their payments, accommodation, transport, taxes, and other requirements.

c. Setting out including measurement and supervision.

d. The provision, storage, transport, use handling, distribution, and maintenance of consumable stores, fuel.

e. All First Aid, Welfare, and safety requirements.

f. Damage caused to the works, plants, materials, and consumables stores caused by weather.

g. License, fees, and other charges for compliance of Government Acts and Rules that are in force and applicable.

1.7 The Contractor should be held responsible for the safe custody of materials, machineries etc. at site procured by him or issued to him by the Trustees.

## 2.0 FORMAT OF PRICE BID/ Bill of Quantity (BOQ):

**Name of the work:** Supply, Delivery, Installation & Commissioning of one no. 160 KVA DG Set for Sagar Pilot Station at in Bguakhali, Sagar Island, South 24 Pgs.

S.N.	Items of price (to be considered for evaluation)	Quantity (in nos)	Total Value (in Rs.)
2.1	Supply, Deliver, Installation & Commissioning of 160KVA, 3- Phase, 415V, 50 Hz Silent DG Set	1	Rs.....(Price not to be quoted here)

**Total tendered amount (in words):** \_\_\_\_\_ (Not to be quoted here.)

## 2.2 NOTE:

a) The prices quoted shall be including all statutory levies excluding GST, which shall be paid extra at actual on submission of GST Invoice and proper uploading of the same in the GST in website.

b). GST will not be considered for the purpose of evaluation.



**28. List of enclosed formats**

- a) Form of Tender - Annexure I
- b) Format of Agreement- Annexure II
- c) Format of affidavit for ESI Exemption - Annexure III
- d) Format of Indemnity Bond- Annexure IV
- e) Format of Affidavit for Provident Fund Exemption - Annexure V
- f) Covering letter - Annexure VI
- g) Undertaking Format - Annexure VII
- h) Full particulars of similar works carried out - Annexure - VIII
- i) Profile of Tenderer - Annexure - IX
- j) Format For Power of Attorney for Signing of Tender - Annexure - X
- k) Checklist for Documents to be Uploaded - Annexure - XI

FORM OF TENDER

To  
The Director, Marine Department,  
Syama Prasad Mookerjee Port, Kolkata  
15, Strand Road,  
Kolkata - 700 001.

Dear Sir,

We, M/s. ....having read and fully understood the specifications, conditions of tender and general conditions of contract, hereby tender to **Supply, Delivery, Installation & Commissioning of one no. 160 KVA DG Set for Sagar Pilot Station in Bguakhali, Sagar Island, South 24 Pgs.** For the Port of Kolkata in accordance with and as set forth in Notice Inviting Tender and General Conditions of Contract.

The quotations have been submitted in ***Techno-Commercial Bid and Price Bid*** as stipulated in your Tender Notice. We also confirm that no condition has been stipulated in the price bid.

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

We have annexed Original Demand Draft/Banker's cheque/Pay order No.....dt.....from .....Bank of Rs..... (Rupees .....) only /we have annexed Original Demand Draft/Banker's Cheque/Pay Order No.....dt..... from.....Bank of **Rs.10 Lakh** and remaining Rs. .... (Rupees .....) only in the form of Bank Guarantee as Earnest Money.

We also agree to abide by this tender for period of 120 days from the opening of Techno-Commercial Part (**Part-I**) and in default of our so doing, the Earnest Money of Rs ..... only deposited by us shall be liable to forfeiture at the option of the competent authority.

Should Syama Prasad Mookerjee Port, Kolkata ask for a break up of our price, we shall submit the same forthwith with adequate justification to establish its veracity, failing which Kolkata Port may cancel our tender and forfeit the Earnest Money deposited by us.

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

Yours faithfully,

Dated.....  
Signature.....

Full Address  
(Seal)

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

## ANNEXURE-II

FORMAT OF AGREEMENT  
Rs. 50/- STAMP PAPER

**AGREEMENT FOR “Supply, Delivery, Installation & Commissioning of one no. 160 KVA DG Set for Sagar Pilot Station in Bguakhali, Sagar Island, South 24 Pgs.”**

-

This Agreement made on the.....day of.....**20....** 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-700 001 hereinafter called “Trustees” (which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part

AND

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

WHEREAS the Trustees are desirous ***that the work for Supply, Delivery, Installation & Commissioning of one no. 160 KVA DG Set for Sagar Pilot Station*** including the work specified in the Bid document should be carried out in satisfactory manner and have accepted a tender by the contractor for the said work.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -**

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

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

i) The Tender document and acceptance of the tender as per terms and conditions finalized and accepted by both parties prior to opening of Price Bid submitted by the contractor.

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

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

II) The work order.....dated.....

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

3. In consideration of the payments to be made by the Trustees to the contractor, the contractor hereby covenants to do the work of **for Supply, Delivery, Installation & Commissioning of one no. 160 KVA DG Set for Sagar Pilot Station** as per conditions & scope of work identified in documents noted in para - 2 above and to the order of the Trustees as mentioned in the **NIT** in conformity in all respects with the provision of the contract.

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

In witness whereof the parties have caused their respective common seals to be hereunto affixed (or have hereunto set respective hands and seals) on the day and year first above written.

The Common Seal of the Trustees  
for the Port of Kolkata was hereunto  
Affixed in the presence of

Director,  
Marine Department.

**AUTHORISED SIGNATURE  
OF CONTRACTOR**

The Common Seal of  
Contractor

**WITNESSES :-**

1.....

2.....

## ANNEXURE-III

FORMAT OF AFFIDAVIT FOR ESI EXEMPTION  
(On the Rupees Ten Non judicial stamp paper)

BEFORE THE 1<sup>ST</sup> CLASS MAJISTRATE AT .....

AFFIDAVIT

I..... son of .....aged about .....years, by faith ....., by occupation ..... Residing at ....., do hereby solemnly affirm and declare as follows:-

II. That I am the proprietor /Partner/Director of .....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 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 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.

That in the event the declaration is found to be wrong and false, I will be held responsible for all the consequences in respect of compliance of **The Employees State Insurance Act, 1948.**

Identified by me.

DEPONENT

## ANNEXURE-IV

## INDEMNITY BOND

On Rs.50/- (Rupees Fifty) Non-Judicial Stamp Paper

By this bond I, Shri/Smt. ...., son of Shri/Smt.....residing at .....by occupation ..... the Partner/Proprietor/Director.....having office at ....., am a tenderer under Director, Marine Department, Syama Prasad Mookerjee Port, Kolkata(A statutory Body under MPT Act,1963).

2. WHEREAS , the said Syama Prasad Mookerjee Port, Kolkata had asked the every tenderer, to furnish an Indemnity bond in favour of Director, Marine Department , , Syama Prasad Mookerjee Port, Kolkata against all damages and accidents to the Labourer/ Tenderer/Contractor.

3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Tenderer /Contractor named herein above shall indemnify the , Syama Prasad Mookerjee Port, Kolkata against all damages and accidents occurring to the Labourers 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 NIT No..... of .....

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

5. In the event the declaration is found to be wrong and false, the tenderer will be held responsible for all the consequences in respect of compliance of **The Employees State Insurance Act,1948.**

In witness whereof I,....., the Partner/Proprietor/Director..... hereto set and seal this the .....day of ..... In the year .....at .....

Sureties:

Signature of the Indemnifier

1. Name :  
Signature :  
Address :

2. Name :  
Signature :  
Address :

Witnesses

Name :  
Signature :  
Address :

ANNEXURE- VOn the Rs.10/- (Rupees Ten) Non-Judicial Stamp PaperBEFORE 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 flows:

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. **In support of this statement copy of Exemption Certificate issued by Provident Fund authority is attached herewith.**
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 NIT 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 \_\_\_\_\_

**Covering Letter****Dated :**

To,  
 Director Marine Department  
 Syama Prasad Mookerjee Port, Kolkata.

Dear Sir,

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



or contract by any public authority/entity nor have had any contract terminated by any public authority / entity for breach on our part.

6. I/we declare that :

ii) I/we have examined and have no reservations to the Tender Document, including the Addenda issued by SMPK thereon.

b) I/we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.

7. I/we understand that SMPK reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.

8. \_\_\_\_\_ ( Name of Tenderer) hereby undertakes that I/we will abide by the decision of SMPK in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by SMPK in this regard.

Thanking you,

Yours faithfully,

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

**Name: .....**

**Designation: .....**

**Date : .....**

**Seal**

**ANNEXURE-VII****UNDERTAKING**

[Undertaking to be submitted in lieu of uploading/submitting signed copy of full tender document]

Ref. No.....

Date.....

The Director,  
Marine Department,  
Syama Prasad Mookerjee Port, Kolkata,  
15, Strand Road,  
Kolkata - 700 001

Dear Sir,

We, .....(Name of Tenderer) have fully read and understood the entire Tender Document, GCC, and Addenda, if any, downloaded from the instant e-tender and no other source, and will comply to the said Tender document, GCC and Addenda.

We are submitting this undertaking in lieu of submission of signed copy of the full Tender document.

Yours faithfully,

Signature of Tenderer.....

Name: .....

Designation: .....

Date: .....

Seal of the tenderer.....

**ANNEXURE-VIII****Syama Prasad Mookerjee Port, Kolkata****Full particulars of similar works carried out by Tenderer**

Tenderers must fill in the undernoted column:

Sl. No	Full particulars of similar works carried out by Tenderer	Value of work	Contract for completion time	Actual completion time	Name and Addresses of Authorities for whom work was carried out	Name and Addresses to whom reference can be made

**Annexure - IX****Profile of Tenderer**

This is to confirm that we agree to abide by all the terms and conditions of this Tender No. MRN/NC/279/Gen-Set (New)/2022, those mentioned in the “General Conditions of Contract” enclosed with this Tender Document as well as decisions taken in the pre-bid techno- commercial conference, if any. Our relevant particulars are furnished hereunder:

Particulars	To be filled in by the Tenderer or to be mentioned as “none ”
Name of the Tenderer	
Name of the owner(s) of the Tenderer	
Full postal address of the Tenderer including Police Station.	
Telephone No. of the Tenderer	
Fax No. of the Tenderer	
E-mail ID of the Tenderer	
Name of the contact person of the Tenderer	
Mobile/land line Telephone No. of the contact person of the Tenderer.	
Name of the partners/directors/ members, as applicable, in this particular contract	
Name of their authorized representative(s) who would handle the contract on their behalf.	

Date .....

Signature of the Tenderer

Office seal of the Tenderer

**Format For Power of Attorney for Signing of Tender**

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

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

**POWER OF ATTORNEY**

To whomsoever it may concern

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

And I/ we hereby agree that all acts, deeds and things lawfully done by our said  
 attorney shall be construed as acts, deeds and things done by us and I/ we undertake  
 to ratify and confirm all and whatsoever that my / our said attorney shall lawfully do or  
 cause to be done for me / us by virtue of the power hereby given.

(Attested signature of Mr. \_\_\_\_\_)

For \_\_\_\_\_ (Name of the Tenderer / Consortium

Members with Seal)

**ANNEXURE-XI****Checklist for Documents to be Uploaded**

[Bidder to submit this document completely filled up for evaluation of its offer]

Name of the Firm:

Sl. No.	Documents to be uploaded as per instructions of NIT	Details of Documents as Uploaded
1	Authentic supply/order letter/completion/performance Certificate (from the previous contract/work ordering entity as per enclosed format 'Annexure-VIII')	
2	A list of important works of a similar nature successfully carried out by him giving the dates of commencement and completion of such works and full particulars of his business organization.	
3	The average annual financial turnover of the firm during the last 3 years ending 31 <sup>st</sup> March 2022 should be at least 30% of the estimated value i.e., Rs Rs.3,79,650/- to be duly certified by Chartered Accountant mentioning UDIN (Unique Document Identification Number).	
4	Audited Balance Sheet and Profit & Loss A/c of the bidding entity along with schedules and audit report, for last 3 years (2019-20, 2020-21 & 2021-22).	
5	Brief particulars of the Firm.	
6	Valid Trade License.	
7	GST Registration Certificate.	
8	Valid Professional Tax Clearance Certificate/upto date tax payment challan	
9	Proof of being registered with Employees' State Insurance Corporation (ESIC)/ ESI Registration Certificate. [In case the firm is not covered under ESI Act, or exempted, they would furnish necessary documents from appropriate authority along with an affidavit in original affirmed before a first-Class Judicial Magistrate in a non-judicial stamp paper worth Rs.10/- to that effect as per enclosed SMP, Kolkata approved format enclosed in Annexure III.]	
10	In addition, the bidders not having ESI registration must also indemnify SMP, Kolkata against all damages and accidents occurring to their labour in a non-judicial stamp paper worth Rs.50/- as per enclosed format (Annexure - IV).	
11	Proof of possessing valid Employees' Provident Fund (EPF) Account. Copy of Current P.F. Statement / PF Registration Certificate.  In case they are exempted under Provident fund act, they would furnish necessary documentary evidence in support of non-applicability of registration under EPF Act along with an affidavit affirmed before a first class Judicial Magistrate to the effect as per enclosed Proforma (Annexure -V).	
12	EMD: Copy of Treasury Receipt, issued by SMPK or original Bank Draft/Banker's Cheque/Pay order in favour of "Syama Prasad Mookerjee Port, Kolkata".	

Sl. No.	Documents to be uploaded as per instructions of NIT.	Details of Documents Uploaded
13	Tender Fee: (Copy of Treasury Receipt, issued by SMPK or original Bank Draft/Banker's Cheque/Pay order in favour of "Syama Prasad Mookerjee Port, Kolkata")	
14	Micro and Small Enterprises (MSE's) shall submit the following documents for availing themselves of waiver of cost of tender document: - II) Valid NSIC Registration Certificate with list of stores/items/services/works for which registration is issued; or II) Certificate of District Industries Centre (DIC) or AADHAR based MSME certificate where the categories of firms i.e. Micro or Small is mentioned.	
15	PAN Card:	
16	Details of ECS like (i) Name of the Bank with Code No., (ii) Address, (iii) A/C No., (iv) Name of the Branch with MICR Code/IFSC (for outsiders).	
17	UNDERTAKING: as per enclosed format ( <b>Annexure-VII</b> ) (With this there will be no necessity to upload signed bid document and GCC.)	
18	Filled up " <b>Form of Tender</b> " as per enclosed format ( <b>Annexure-I</b> )	
19	A separate letter addressing to Director, Marine Department confirming that the bidder has accepted all terms and conditions laid down in the bid document should be enclosed.	
20	A separate statement of the tenderer containing full name and office address of the Tenderer, names, and designation of the officials of the Tenderer connected with the instant Tender, their land and mobile telephone nos., e-mail id and Fax No. etc. as per enclosed Proforma ( <b>Annexure - IX</b> ).	
21	Self-declaration of the bidder that the bidding firm has not been debarred/de-listed by any Govt/ Quasi Govt./Public Sector undertaking in India.	
22	Self-declaration to confirm the status of the Bidder - whether a Partnership Firm, Company or Proprietorship Firm.	
23	Request for consideration of DG Set other than the list of preferred makes (i.e., Kirloskar, Ashok Leyland, Cummins, Genset India, Sterling, Greaves Cotton) shall be supported with certificate from any Central Govt. organization, Public Sector Unit, PWD, State Govt. organization regarding satisfactory working / performance of the DG Set during the last three years (minimum) (prior to the start date of submission of subject e-tender).	
24	Covering letter (filled up <b>Annexure VI</b> to upload)	
25.	Format For Power of Attorney for Signing of Tender( <b>Annexure - X</b> ).	

Note: No field is to be left blank.

Signature of Tenderer.....

Name:.....

Designation:.....

Date: .....

Seal of the tenderer.....