

SYAMA PRASAD MOOKERJE PORT, KOLKATA

श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता
(Erstwhile KOLKATA PORT TRUST)

(AN AUTONOMOUS BODY UNDER THE MINISTRY OF PORTS,
SHIPPING AND WATERWAYS, GOVERNMENT OF INDIA)

KOLKATA DOCK SYSTEM

CIVIL ENGINEERING DEPARTMENT

आमंत्रण
का
उद्धरण
के लिये
"सिविल इंजीनियरिंग विभाग में ऑटोडेस्क उत्पादों की खरीद"

**Invitation
of
Quotation
for
"Procurement of Autodesk products at Civil Engineering Department"**

No : SMPK/KDS/CIV/T/2704/63 dated 27.09.2022

IMPORTANT INSTRUCTION

Prospective Applicants who wish to submit their documents/Quotation need to notify **Syama Prasad Mookerjee Port,Kolkata** with their Contact Details (Name, Designation, Company details with address, Contact Number and Official Email ID) to Chief Engineer.

Details to be shared in below format-

1. Name of Applicant-
2. Designation –
3. Company Details with Address –
4. Contact Number –
5. Official Email ID-

Important Dates :

The last date of submission of quotation: **13.10.2022** upto 15.00 Hours

Date of opening of quotation: **14.10.2022** shortly after 15.00 Hours.

SECTION-1: Disclaimer

This Invitation of **Manual Quotation** document has been prepared with adequate care. However, the Applicants should verify that the document is complete in all respects. Intimation of discrepancy, if any, should be given to the Chief Engineer , Syama Prasad Mookerjee Port,Kolkata at below mentioned address:

The Office of the Chief Engineer, Syama Prasad Mookerjee Port,Kolkata, 15 Strand Road, Kolkata – 700001.

Email: ce@kolkataporttrust.gov.in

Neither, Syama Prasad Mookerjee Port,Kolkata (SMPK) nor its employees will have any liability to any prospective Applicants under the law of contract, for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this NIQ document. The applicable laws for the purpose are the laws of India. High Court of Calcutta will have jurisdiction concerning or arising out of this NIQ document. KoPT reserves the right to accept or reject any NIQ application. **SMPK also reserves the right to annul the selection process at any time without any liability.**

Before submitting the Quotation, the Applicants may gather all information regarding the exact site condition and any other information required for the purpose.

SECTION –2: Invitation for Proposals

Notice Inviting Quotation for “Procurement of Autodesk products at Civil Engineering Department”

1. SMPK invites quotations from authorised Resellers of M/s Autodesk Ltd for “Procurement of Autodesk products at Civil Engineering Department”.
2. The Applicants are expected to ensure that their **Physical quotations** reach SMPK on or before the due date and time i.e on **13.10.2022 at 15-00hrs**. In the event of due date being declared a holiday for KoPT, the due date for submission of the quotations will automatically stand extended till the following/next working day at the appointed time & venue. The quotations will be opened on **14.10.2022 shortly after 15-00hrs**
3. The Proposals will be opened as per the details provided here. The Applicant may choose to attend the Proposal opening at the office of SMPK.
4. All the pages of the quotation should be signed by the Applicant.
5. The quotation is to be submitted in hard copy.
6. No contractual obligation whatsoever shall arise from mere submission of the quotations.
7. The quotations will be evaluated through single stage methods on lowest offer basis.
8. The successful Applicant(s) shall have to sign an agreement with SMPK within the specified period.
9. Any information provided herein is intended only to help the Applicants to prepare a logical Proposal.
10. SMPK reserves the complete right to cancel the Proposal process / reject any or all of the Proposals / enter into agreement with successful Applicant at its sole discretion.
11. **All the applicants should produce copy of Certificate of Authorised Resellers from M/s Autodesk Ltd along with their application of quotation.**

12.1 Scope of work:

SMPK intends to procure the Autodesk products at Civil Engineering Department as detailed in Table - 1.

The present work comprises of procurement of AutoCAD products at Civil Engineering as per the following details:

Table-1

Department	Autodesk Product description	Quantity
Civil Engineering Department	AutoCAD-including specialized toolsets AD Commercial New Single user ELD 3-year Subscription	4
Civil Engineering Department	Civil 3D 2023 Commercial New Single-user ELD 3-year Subscription	1
Total	Total	5

All the products are to be installed/updated at various offices of Kolkata Dock System of Syama Prasad Mookerjee Port, Kolkata located at Kolkata.

The work has to be executed as per the direction and up to the satisfaction of the Engineer.

The subject work is required to be carried out with sufficient skill, supervision, quality control and techniques. The Applicants are, therefore, required to go through all the provisions of the tender document.

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

a) The details of the product should be as per brochures of Autodesk Ltd.

b) 3 Year Subscription benefits should include the following:

- Onsite support for installation.
- 3 Years onsite/online support.
- Subscribe to Autodesk licenses to get flexibility and support benefits.
- Technical support: Get access to support specialists, remote assistance, and online resources.
- Up-to-date software as per latest technology made available by M/s Autodesk Ltd.
- instant access to the latest features as per latest technology made available by M/s Autodesk Ltd.
- Administrative tools as provided by M/s Autodesk Ltd.

- Easily manage software licences, seats, and usage.
- c) Prepare and submit for review and assessment to the Engineer how the work is actually going to be done.
- d) The Successful Applicant shall at all time carry out work in a manner creating least interference to existing services while consistent with the satisfactory execution of the same. The Successful Applicant shall execute the work in accordance with the direction of the Engineer-In-Charge.

12.2 Eligibility Criteria:

Authorised Resellers of M/s Autodesk Ltd. are only eligible to participate in this quotation.

13. Location :

The work shall have to be executed at various offices in Kolkata Dock System of Syama Prasad Mookerjee Port, Kolkata located at Kolkata.

14. Site Conditions & Method of work:

The work shall have to be executed as detailed in the Scope of Work.

The Successful Applicant shall take adequate measures so as to execute the work with due regard to the above. The cost of which shall have to be included in the quoted rates.

Further, if so required by the Engineer in the interests of normal working of the Port, if it is found necessary to shift / suspend some activity for some duration, this shall be done in compliance with the instructions of the Engineer. The Applicant/bidder shall consider all the above points while quoting as no separate claim for idle charges towards labour, material will be considered for payment.

15. Time of Completion:

The work is urgent in nature and must be commenced immediately on receipt of the work order and to be completed in all respects **within 15 days** from the date of placement of work order.

16. Sufficiency of Notice Inviting Quotation:

The Applicant shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates stated in the priced

Bill of Quantities and the rates shall cover all his obligations under the contract and all matters and things necessary for the proper completion, commissioning and maintenance of the work.

17. Accessibility for Checking and Supervision:

The successful applicant is to provide necessary arrangement for free access to the SMPK officer's and personnel for supervision and checking of the subject work at his own cost.

18. Responsibility of the Successful Applicant for methodology of works:

- i) The Successful Applicant shall be solely responsible for the methodology and detailed working for the whole of the works, keeping in mind the site conditions and shall supply to the Engineer such particulars thereof as he may require from time to time.
- ii) The Successful Applicant shall submit within the time stipulated by the Engineer in writing, the details of actual methods that would be adopted by the Successful Applicant for the execution of each item of the work supported by necessary details.

19. Bid Document Fee:

The intending bidders should submit the Bid Document Fee of **Rs.500/- (Rupees one thousand five hundred) plus 18% GST only (non-refundable) i.e. total 590/-** separately to SMPK through DD/Banker's Cheque in favour of **Syama Prasad Mookerjee Port, Kolkata** on any scheduled/Nationalised Bank payable at Kolkata, otherwise their offer will be summarily rejected.

20. Earnest Money (EMD):

The intending bidders should submit Earnest Money of **Rs.26,760.00 (Rupees twenty six thousand seven hundred sixty only)** to SMPK as per NIQ through DD/Banker Cheque in favour of **Syama Prasad Mookerjee Port, Kolkata** on any scheduled/Nationalised Bank payable at Kolkata, otherwise their offer will be summarily rejected. **Original Copy of the DD / Banker's Cheque should be submitted .**

21. Mode of submission of Bid Document Fee & EMD:

EMD & Bid Document Fee will have to be submitted through Bank Draft/Banker's Cheque/Demand Draft etc. in favour of **Syama Prasad Mookerjee Port, Kolkata** payable at Kolkata, details to be in the NIQ documents.

22. Refund of Earnest Money:

The Earnest Money received, will be refunded or released as the case may be to the unsuccessful Bidders/Applicants without any interest after opening of Price bid of the Tender/Quotation document.

23. Security Deposit:

For the successful Applicant/Bidder, the Earnest Money deposit will be converted to part of Security Deposit and the remaining security deposit will be recovered from the successful Applicant/Bidder each and every on-Account Bill [including the final bill, if necessary] at the percentage of each such bills as set forth in **Clause. 3.4, 3.5 & 3.6 of the General Conditions of Contract.**

Refund of S.D. and forfeiture S.D. shall be guided by Cl. 3.5 (i) & (ii) of the G.C.C.

24. Delay/ Extension of time/ Liquidated Damage/ Termination of Contract :

Clause 8.0 of G.C.C. to be referred regarding Delay/ Extension of time/ Liquidated Damage/ Termination of Contract.

25. Evaluation Criteria:

The overall lowest offer among all the bids received complying with the criteria defined in the bid will be accepted by the Trustees.

26. Terms of payment:

Payment will be made on installation and commissioning of the products after deduction of Security deposit as per NIQ.

27. Validity of Offer:

The Quotation shall remain valid for a period of **4 (four) months** from the date of opening the same. If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees , the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees/ Sanctioning Authority/Engineer.

SECTION –3:Instructions to the Applicants

1. Mode of submission :

Quotation is to be submitted **Physically** at the Contract Section of C.E.'s Department at Head Office of Syama Prasad Mookerjee Port,Kolkata at 15,Strand Road,Kolkata-700001 within **3-00pm on 13.10.2022**. After that,no quotation will be accepted.

2. Changes in the Proposal Document:

At any time, prior to the deadline for presenting Proposals, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by any Applicant may modify the Proposal documents by issuing an addendum in accordance with the provisions below:

- a. In case, any modification is made to the Proposal document or any clarification is issued which materially affects the terms contained in the Proposal document, the procuring entity shall be communicated with such modification or clarification.
- b. In case a clarification or modification is issued to the Proposal document, the procuring entity may, prior to the last date for submission of Proposals, extend such time limit in order to allow the Applicants sufficient time to take into account the clarification or modification, as the case may be, while submitting their Proposals.
- c. Any Applicant, who has submitted his Proposal in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Proposals, when changes are made to the Proposal document by the procuring entity provided that the Proposal last submitted or the Proposal as modified by the Applicant shall be considered for evaluation.

3. Period of Validity of Proposals :

- a. Proposals submitted by the Applicants shall remain valid during the period specified in the Proposal document. A Proposal valid for a shorter period shall be rejected by the procuring entity as non-responsive Proposal.

4. Format and Signing of Proposals :

- a. Applicants must submit their Proposals at office of the SMPK only. The Proposals can be submitted in person or by Post. Only such Proposal documents that reach the office of SMPK on or before the scheduled date & time with the followings will be considered:

Sl No	Documents Type	Document Format
1	Covering Letter – Proposal in sealed envelope	On Applicant's letter head duly signed by authorized signatory
Proposal Documents		
1	Letter of Application Form including quotation in sealed envelope	As per Annexure-1
2	Power of attorney for authorized signatory in sealed envelope	As per Annexure-2
3	Details of Applicant along with previous experience in sealed envelope	As per Annexure-3

- b. The Applicants should submit the proposal only in physical form [hard copy] as prescribed in this document.
- c. The Applicant should ensure that all the required documents, as mentioned in this Proposal document, are submitted along with the Proposal and in the prescribed format only. Non-submission of the required documents or submission of the documents in different format/contents may lead to the rejection of the Proposal submitted by the Applicant.
- d. Applicants are advised to study all instructions, forms, terms, requirements and other information in the NIQ documents carefully. Submission of the Proposal shall be deemed to have been done after careful study and examination of the NIQ document with full understanding of its implications.
- e. All the communication to SMPK including this NIQ and the Proposal documents shall be signed on each page by the authorized representative of the Applicant and authority letter should be attached with the Proposal.
- f. The NIQ should contain few other documents as per the Annexure D

5. Cost & Language of Proposal :

- a. The Applicant shall bear all costs associated with the preparation and submission of its Proposal, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Proposal process.

- b. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged by the Applicant and the procuring entity, shall be written only in English Language.
- c. This NIQ does not bind SMPK to award a contract.
- d. All materials submitted by the Applicant become the property of SMPK and may be returned at its sole discretion.
- e. No submission fee or any other fee is required to submit NIQ proposal.

6. Alternative/ Multiple Proposals :

- a. Alternative/ Multiple Proposals from one Applicant shall not be considered.

7. Deadline for the submission of Proposals :

- a. Proposals shall be received in physical form at the office of SMPK and up to the time and date specified in the NIQ.
- b. Normally, the date of submission and opening of Proposals would not be extended. In exceptional circumstances or when the Proposal document are required to be substantially modified as a result of discussions in pre-Proposal meeting/ conference or otherwise and the time with the prospective Applicants for preparation of Proposals appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original EoI and shall also be placed on the SMPK website, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the Applicants for preparation and submission of their Proposals. The procuring entity shall also publish such modifications in the Proposal document in the same manner as the publication of initial Proposal document. If, in the office of the Proposals receiving and opening authority, the last date of submission or opening of Proposals is a non-working day, the Proposals shall be received or opened on the next working day.

8. Withdrawal, Substitution, and Modification of Proposals :

- a. An Applicant may withdraw its Proposal or re-submit its Proposal after it has been submitted before the deadline prescribed for submission of Proposals.
- b. Proposals withdrawn shall not be opened and processes further.

9. Opening of Proposals:

- a. The Proposals shall be opened in presence of authorized official(s) [referred as Proposal opening committee] of SMPK on the date and time mentioned in the NIQ in the presence of the Applicants or their authorized representatives who choose/wishes to be present.

b. A list of the Applicants or their representatives attending the opening of Proposals shall be prepared and their signatures will be obtained. In order to allow participation in the Proposal opening process, the Applicant's representatives are expected to bring an authority letter to the effect from the company.

c. The committee shall conduct a preliminary scrutiny of the opened Proposals to assess the prima- facie responsiveness and ensure that the: -

- i. Proposal is valid for the period specified in the Proposal document;
- ii. Proposal is unconditional
- iii. Other conditions, as specified in the Proposal document are fulfilled.
- iv. Any other information which the committee may consider appropriate.

10. Selection Method:

Only such Proposals that are complete in all respects shall be considered for evaluation. The decision of SMPK in this matter will be final.

11. Exclusion of Proposals/ Disqualification:

- a. A procuring entity shall exclude/ disqualify a Proposal, if any of the condition given below is satisfied:
 - i. the information submitted, concerning the qualifications of the Applicant, was false or constituted a misrepresentation;
 - ii. the information submitted, concerning the qualifications of the Applicant, was materially inaccurate or incomplete;
 - iii. the Applicant is not qualified as per pre-qualification/ eligibility criteria mentioned in the Proposal document;
 - iv. the Proposal materially departs from the requirements specified in the Proposal document or it contains false information;
 - v. the Applicant, submitting the Proposal, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
 - vi. the Applicant, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.

- b. For the reasons given above, a Proposal can be excluded/ disqualified even at a later stage.

12.Re-invitation of Proposals :

SMPK may, at its own discretion, decide to re-invite the Proposals. The eligibility criteria and other conditions may be revised at the re-invitation stage.

13. Procuring entity's right to accept or reject any or all Proposals :

The Procuring entity reserves the right to accept or reject any Proposal, and to annul (cancel) the Proposal process and reject all Proposals at any time, without thereby incurring any liability to the Applicants.

14. Cancellation of procurement process:

- a. If the procurement process has been cancelled, it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b. The procuring entity shall not open any Proposals or proposals after taking a decision to cancel the procurement and shall return such unopened Proposals or proposals.
- c. The decision of the procuring entity to cancel the procurement shall be communicated to all Applicants that participated in the process.

15. Code of Integrity for Applicants :

1. No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the Government.

2. The code of integrity includes provisions for:

i. Prohibiting

a. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;

b. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;

c. any collusion, Proposal rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;

d. improper use of information shared between the procuring entity and the Applicants with an intent to gain unfair advantage in the procurement process or for personal gain;

e. any financial or business transactions between the Applicant and any officer or employee of the procuring entity;

f. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;

g. any obstruction of any investigation or audit of a procurement process;

i. Direct or indirect canvassing on the part of the Applicant or his representative would be a disqualification.

ii. Disclosure of conflict of interest;

iii. Disclosure by the Applicant of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.

3. Without prejudice to the provisions below, in case of any breach of the code of integrity by a Applicant or prospective Applicant, as the case may be, the procuring entity may take appropriate measures including: -

i. exclusion of the Applicant from the procurement process;

ii. Debarment of the Applicant from participation in future procurements of the procuring entity for a period not exceeding three years.

16. Reservation of Rights :

To take care of unexpected circumstances, SMPK shall reserve the rights for the following:

I. Extend the closing date for submission of the Proposal proposals.

II. Amend the Proposal requirements at any time prior to the closing date, with the amendment being notified to prospective Applicants.

III. Allow one or more Applicants to change their Technical proposal, if the same opportunity is given to all Applicants.

IV. To accept any Proposal not necessarily the highest, reject any Proposal without assigning any reasons and accept Proposal for all or anyone or more than one for which Proposal has been invited.

V. Terminate or abandon the Proposal procedure or the entire project whether before or after the receipt of Proposal proposals.

VI. Seek the advice of external consultants to assist SMPK in the evaluation or review of proposals.

VII. Make enquiries of any person, company or organization to ascertain information regarding the Applicant and its proposal.

VIII. Reproduce for the purposes of the procedure the whole or any portion of the proposal despite any copyright or other intellectual property right that may subsist in the proposal.

IX. The decision of SMPK in this matter shall be final.

17. Governing Law :

The “Terms of Reference” shall be governed and interpreted as the Laws of India

18. Dispute resolution:

In case any dispute arises between the Parties with respect of the Terms of Reference, including its validity, interpretation, implementation or alleged material breach of any of its provisions, both Parties hereto shall endeavour to settle such dispute amicably. If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days, dispute shall be referred to the sole arbitrator appointed by SMPK. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under, or any legislative amendment or modification made thereto. The venue of the arbitration shall be Kolkata. The award given by the arbitrator shall be final and binding on the Applicant. The language of arbitration shall be English.

Courts in Kolkata only shall have the exclusive jurisdiction to try, entertain and decide the matters which are not covered under the Arbitration and conciliation Act.

19. Programme and Progress:

The Applicant/Bidder shall submit a detailed programme of work within **7 [seven]** days from the date of Work Order / L.O.I. showing the commencement, duration and completion time of all major items of work including procurement of all materials etc,. The sequence of work shown in the programme must be practicable and compatible with technical specifications and conditions prevailing at site.

The Applicant/Bidder shall maintain the progress of work as per the approved programme. In case of any slippage of programme the engineer may require the contractor to augment the input of plant, equipment, labour of any item as he may deem fit. The contractor shall comply with the engineer’s directive in this regard, without any extra charge whatsoever.

In case of delays caused due to conditions or circumstances beyond the control of the contractor, the delays must individually be informed to the Engineer forthwith in writing and his acceptance in writing obtained.

20. Responsibility of the Applicant/Bidder for methodology of works:

i) The Applicant/Bidder shall be solely responsible for the methodology and detailed working for the whole of the works, keeping in mind the site conditions and shall supply to the Engineer such particulars thereof as he may require from time to time.

ii) The Applicant/Bidder shall submit within the time stipulated by the Engineer in writing, the details of actual methods that would be adopted by the Contractor for the execution of each item of the work supported by necessary details.

ii) Approval , for the Drawings and sketches, if necessary including those of the plant and machinery that would be used, their locations, arrangements for conveying and handling materials etc., should be obtained from the Engineer well in advance for starting each item of work. The Engineer reserves the right to suggest modifications or make concrete changes in the methods proposed by the Applicant/Bidder whether accepted previously or not at any stage of the work, to obtain the desired accuracy, quality and progress of the work, which will be final and binding on the Applicant/Bidder.

21. Quality Control:

Quality control is an essential part in the construction of and must be based on proper objective and qualitative measurement. The Applicant/Bidder will have the full responsibility for quality control and delivering the acceptable quality in the field. Regular appraisal of the quality control to the Engineer should be made for effecting improvements in the construction techniques to ensure satisfactory quality of work. The quality control function shall include but not be limited to the following items.

22. Contract Price:

The “**Contract Price**” for this contract means the sum named in the tender subject to such additions thereto, deductions there from or reductions due to supply of any materials by the Trustees’ as provided for in the Contract.

23. COMPLIANCE WITH E.P.F & M. P. ACT & ESI Act 1948:

The successful contractor will have to comply with provision of EPF & MP Act 1952 and also for Employees State Insurance Act 1948 (along with amendments, if any), issued from time to time as applicable.

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. **Superintending Engineer**.

The Contractor is to pay necessary ESI and EPF for the engaged labour as per the relevant Act implied for this job. Without the payment certificate or proof of the same bills will not be recommended for payment.

24. TAXES & DUTIES: -

The prices quoted shall be including all statutory levies excluding GST, which shall be paid extra.

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 there under 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 Kolkata Port Trust, then payments to Supplier/Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account and is finally available to Kolkata Port Trust in terms of GST laws and that the credit of GST so taken by Kolkata Port Trust 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 Kolkata Port Trust for the fault of supplier shall be recovered by Kolkata Port Trust 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 bidder 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 bidder is found be to a black listed dealer as per GSTN rating system and further no payment shall be entertained.

25. SETTLEMENT OF DISPUTES:

If a dispute of any kind whatsoever arises between the Engineer and the successful Applicant/Bidder in connection with or arising out of the contract or the execution of the works, the same shall be dealt as per relevant provisions of the General Conditions of Contract.

26. Successful Applicant/Bidder to execute Contract Agreement:

The Successful Applicant/Bidder after acceptance of his tender shall be required to enter into and execute a Contract Agreement to be prepared in the form annexed to the General Conditions of Contract together with such modifications as may be necessary within one month from the date of placement of the order. The contractor shall have to submit copies in sextuplets of all documents; correspondence, connected papers etc. as detailed in the above form of Contract Agreement together with the instrument of Contract Agreement prepared on Non-Judicial stamped paper of requisite denomination having five more copies made on plain paper all at his own cost. The successful tenderer shall have to submit three sets of such Contract Agreement duly executed, sealed, signed and witnessed for execution by the Trustees. The other three sets shall be completed in all respects but not signed. If the successful tenderer or tenderers are a partnership concern, they will have to get Agreement signed by all the partners or by the partner who is authorized to sign for and on behalf of the other partners.

The Successful Applicant/Bidder shall also comply with the requirements of Security Deposit for the due fulfillment of the contract. The blank proforma of tender documents shall be supplied in sextuplets to the successful tenderer free of charge for preparing the documents of the aforesaid Contract Agreement.

The Successful Applicant/Bidder shall have to copy out and prepare the documents of the Contract Agreement neatly and correctly. The necessary amendments, corrections etc. (if any) have to be done at his own cost. The successful contractor shall be required to keep close co-ordination and liaison with the Marine Department while executing the works. The **Superintending Engineer** in charge of the construction will direct the representatives of the contractor to maintain liaison with different sections of the other departments and the contractor must keep the concerned **Superintending Engineer** of the Civil Engineering Department informed and/or posted with the programme contemplated with other departments. The **Superintending Engineer** of the Civil Engineering Department shall be nodal authority in all these co-ordination and / or liaison and all programmes must be vetted by him. In cases of exigencies, the contractor or his representatives may establish direct liaison/co-ordination but in all such case the **Superintending Engineer** should be informed promptly.

27. Calcutta Port Trust:

The expression "**CALCUTTA PORT TRUST**" appearing anywhere in the tender documents, shall be construed to read as "**Syama Prasad Mookerjee Port, Kolkata**".

28. Clarification of Bids:

To assist in the examination and comparison of Tenders, the Employer may, at his discretion, ask any Applicant/Bidder for clarification of his Tender/Quotation, including breakup/analysis of unit rates. The request for clarification and the response shall be

in writing, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to conform the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders/Quotation.

No Applicant/Bidder shall contact the Employer on any matter relating to his Tender from the time of the Tender opening to the time the contract is awarded. If the Applicant/Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

Any effort by the Applicant/Bidder to influence the Employer's Tender evaluation, Tender comparison or contract award decisions, may result in the rejection of his Tender.

29. Working Period:

Normally the work will be carried out between 8 A.M. to 5 P.M. on the Trustees' working days only. However, the tenderer should note that he might be required to carry out the job on Sundays, holidays and after normal working hours and at night in addition to the normal working hours to expedite the progress of the work if permitted by **Competent Authority**. The tenderer should include in his rates the cost, if any, involved on those accounts.

30. Defect Liability Period:

The defect liability period for the work is **3 (three) years** from the date of completion of the job. If any defect arises the contractor is bound to repair the same or take any other action as directed by the Engineer including replacement of the defective portion and redoing the same at his own cost **within 7 days in case of repairing and 21 days in case of replacement and re-doing from receipt of such instruction** failing which the work may be done by the Trustees' by some other agencies and the cost of which including 19 1/4 % departmental charges plus GST will be recovered from the security deposit or any other dues of the contractor.

However, Security Deposit will be refunded on proportionate basis i.e. 35% after the expiry of the first and second year and balance after expiry of third year.

31. Errors in the B.O.Q : In case rate of particular item is printed erroneously in BOQ, the rate stated in the Schedule of rates will prevail over the rate misprinted in BOQ.

[illegible]

Annexure 1

Letter of application

Date: _____

To,

The Chief Engineer,
 Syama Prasad Mookerjee Port, Kolkata,
 15 Strand Road,
Kolkata 700001
 Email:

Subject: "Procurement of Autodesk products at Civil Engineering Department"

Dear Sir,

In response to your invitation for Quotation for the captioned subject matter, we submit our quotation in the prescribed format. Accordingly we have submitted the details enclosed to this letter. We have gone through the entire document including corrigendum and unconditionally accept the same.

I / We agree that the period for which the Proposal shall remain open for acceptance shall not be less than one month. Our total quote for the job is Rs..... (In words) inclusive of all taxes and duties but excluding GST.

Dated:

(Signature of Applicant with Seal)

WITNESS

Signature :

Name of the

Applicant :

Name :

Address :

(In Block

Letters)

Address :

Occupation:

Annexure 2

[Power of attorney for authorized signatory (To be submitted individually by each Applicant on Rs.100 non-judicial stamp paper)]

POWER OF ATTORNEY

Know all men by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. _____ (name and address of residence) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our EOI for < >, including signing and submission of all documents and providing information/ responses to < > in all matters before < >, and generally dealing with in all matters in connection with the said EOI. We hereby agree to ratify all such acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all such acts, deeds and things lawfully done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Executant's Signature (Name, Title and Address)

I Accept

Attorney Signature

(Name, Title and Address of the Attorney)

Attested

Executant

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. In case the Proposal is signed by an authorized Director of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Annexure 3

[Details of Applicant along with previous experience]

Applicant details

Name of the Applicant:

Applicant's Constitution (Proprietorship / Partnership / Private Limited / Public Limited):
Country of incorporation: Address of corporate headquarters and its branch office(s), if any,
in India:

Date of incorporation and/or commencement of business (attach registration/incorporation certificate):

Business Profile:

Total Experience (in years):

Details of individual (s) who will serve as the point of contact / communication for the purpose of this [Quotation](#):

Name:

Designation:

Company:

Address:

Telephone Number:

E-Mail Address:

Fax Number:

Name, Designation, Address and Phone Numbers of Authorized Signatory of the Applicant:

Name

Designation:

Company:

Address:

Telephone Number:

E-Mail Address:

Fax Number:

Experience Details:

S. No.	Particulars	Details
1	Name of the Project	
2	Cost of the project	INR ____ (Rupees)
3	Name of the Project	
4	Details of the project with regard to Eligibility Criteria under Section -2	
5	Time of Completion	
6	Value of Works	
5	Location, State, Country	Location /State / Country:
6	Proof of Experience	Yes/No, If Yes, please provide documentary evidence

Authorised Signatory

Name:

Designation:

Date:

Company Seal:

Signature of the Authorized Signatory

ANNEXURE – D**Photo copy of the following documents to be enclosed:-**

- i) GST registration certificate.
- ii) Valid Trade Licence (Valid for current period & also for type of work).
- iii) Valid Professional Tax Clearance Certificate / Up to date tax payment challan. If this is not applicable, the bidder must submit a declaration in this regard.
- iv) Proof of possessing valid Employees' Provident Fund (EPF) Account. EPF Registration Certificate.
- v) Proof of being registered with Employees' State Insurance Corporation (ESIC), ESI Registration Certificate
- vi) Details of the firm as per Schedule-O (in Part-I) of the tender document duly filled up.
- vii) Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- viii) Balance sheet and Profit and Loss account / Trading account for the last 3 (three) financial years (i.e. 2018–19 2019-2020 and 2020-2021). The same should be audited as per relevant norms wherever required.
- ix) Bank Draft/ Pay Order etc. regarding EMD & Cost of Tender documents / valid NSIC certificate
- x) PAN Card
- xi) A list of technically qualified and skilled persons would be engaged to supervise and execute the work **(to be mentioned in the letter head of the Firm).**
- xii) 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 **(to be mentioned in the letter head of the Firm).**
- xiii) Self declaration regarding the proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work **(to be mentioned in the letter head of the Firm).**
- xiv) A list of works which are in hand at the time of submitting the offer as per the enclosed proforma titled 'Concurrent Commitments of The Bidder' vide 'Annexure-C' (Schedule –T) in Part-I of the tender document.
- xv) Undertaking of the tenderer to be submitted as per enclosed Pro-forma (Annexure –D-1) in lieu of submission of signed copies of the full Tender document ,G.C.C,addenda & corrigendum **in the letter head of the Firm.**
- xvi) Last page of "Bill Of Quantities" & the "Form Of Tender" duly filled up (without price quoted) shall be duly signed and stamped by the Bidder.

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

N.B.-2 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements and their **EMD will be forfeited for such action.**

SCHEDULE T
Syama Prasad Mookerjee Port, Kolkata

Annexure-C(Contd)

**CONCURRENT COMMITMENT(S) OF THE BIDDER (i.e Works In The Hand Of The Bidder At The Time
Of Submission Of Tender Offer)**

(To be submitted with Part-I of Offer)
Bidders must fill in the under noted columns.

Sl. No.	Full particulars of works to be executed concurrently by the bidder. (i) Name of work. (ii) Client. (iii) W.O. No. & Date.	Sanctioned Tender Value. (in Rs.)	Completion time as stated in tender.	Name and address to whom reference can be made.
1	(i)			
	(ii)			
	(iii)			
2	(i)			
	(ii)			
	(iii)			
3	(i)			
	(ii)			
	(iii)			
4	(i)			
	(ii)			
	(iii)			

(To be submitted with Part-I of Offer) Annexure-C(Contd)
SCHEDULE 'O' SHEET – 1

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

A) In case of Limited Company -

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

B) In case of a firm -

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

(To be submitted with Part-I of Offer)

SCHEDULE 'O' SHEET – 2.

C) In case of an Individual:

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

i) Name of the father of the Bidder. :

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

iii) When business was started and by whom. :

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

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

Dated:

(Full signature of Bidder)

Syama Prasad Mookerjee Port,Kolkata

CIVIL ENGINEERING DEPARTMENT

BILL OF QUANTITIES

“Procurement of Autodesk products at Civil Engineering Department”

TENDER NO : SMPK/KDS/CIV /T/2704/63

Dt. 27.09.2022

Tender Item No.	Department	Autodesk Product description	Quantity	Unit Price	Amount
1	Civil Engineering Department	AutoCAD-including specialized toolsets AD Commercial New Single user ELD 3-year Subscription	4		
2	Civil Engineering Department	Civil 3D 2023 Commercial New Single-user ELD 3-year Subscription	1		
	Total		5		

Total tendered amount (in words).....
.....

[The prices quoted shall be including all statutory levies but excluding GST which will be paid extra.]

Note: The offered prices are to be given considering rebate , as applicable, for the valid licenses of the AutoCAD software presently in use in Kolkata Dock System of Kolkata Port Trust as mentioned in Scope of Work.

Permanent Income Tax A/C.No... ..

Date:

(Signature of Applicant)

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

To

The Chief Engineer,

Syama Prasad Mookerjee Port, Kolkata.

I/We _____ having examined the site of work, inspected the Drawings and read the specifications, General & Special Conditions of Contract and Conditions of the Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates & prices set out in the annexed Bill of Quantities within **Fifteen Days** from the date of order to commence the work and in the event of our tender being accepted in full or in part. I / We also undertake to enter into a Contract Agreement in the form hereto annexed with such alterations or additions thereto which may be necessary to give effect to the acceptance of the Tender and incorporating such Specification, Bill of Quantities, Drawing and Special & General Conditions of Contract and I / We hereby agree that until such Contract Agreement is executed the said Specification, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the Contract.

THE TOTAL AMOUNT OF TENDER Rs. **Not to mention here**

(Repeat in words) _____ **Not to mention here**

I / We require _____ days / months preliminary time to arrange and procure the materials required by the work from the date of acceptance of tender before I We could commence the work.

I / We have deposited with the Trustees' Manager (Finance), HDC, vide Receipt No. _____ of _____ as Earnest Money.

I / We agree that the period for which the tender shall remain open for acceptance shall not be less than four months.

Dated:

(Signature of Bidder with Seal)

WITNESS :

Signature :

Name of the Bidder :

Name :

Address :

(In Block
Letters)

Address :

Occupation :