# **BID DOCUMENT**

# FOR

# REPAIRS

# OF

# SHACKLES, SWIVELS ETC.

TENDER NO: MRN/SDDS/DM/2022-23, February 2023

Estimated Value: Rs 27.52 Lakh

# ISSUED BY: DIRECTOR, MARINE DEPARTMENT,

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

FEBRUARY - 2023

# Shyama Prasad Mookerjee Port, Kolkata <u>Marine Department</u>

#### 1.0 NOTICE INVITING TENDER

#### Tender REF. No: SMP/MRN/SDDS/DM/2022-23 Dated: February 2023

E-Tender under **single stage single envelop system (1S1E)** is invited from reliable, bonafide & experienced agency for repair of shackles, swivels, chisel, punch & Blake Slip used in connection with laying & overhauling of navigational buoys in the shipping channel from the bidders fulfilling the following Pre-Qualification Criteria.

The Bid Document may be seen from the RailTel Portal (https://kopt.enivida.in). Corrigenda or clarifications, if any, shall be hoisted on the above mentioned website only. The tender is also published on SMP, Kolkata website (www.smportkolkata.shipping.gov.in).

a. Tender No.	Tender REF. No: SMP/MRN/SDDS/DM/2022-23.
b. Mode of Tender	e-Procurement System
	( <b>Online</b> through RailTel Portal
	(https://kopt.enivida.in). The intending bidders
	are required to submit their offers electronically
	through e-tendering portal. No physical tender is
	acceptable by SMP, Kolkata.
c. Estimated cost	Rs.27.52 Lakh.
d. Earnest Money Deposit.	The bidders shall be required to deposit Rs.55,040/- as 'Earnest Money Deposit' (EMD) payable to 'Syama Prasad Mookerjee Port, Kolkata' as per tender stipulation. The original EMD instrument shall be submitted within 3 days from the closing of online submission of tender. Alternatively, EMD may be paid by RTGS / NEFT as detailed below.
e. Tender Document fee.	The intending bidders also should submit the tender fee of <b>Rs.1770/-</b> including GST to ' <b>Syama</b> <b>Prasad Mookerjee Port, Kolkata'</b> separately as per tender stipulation. The original Bank Draft/Bankers Cheque/Pay Order shall be submitted within 3 days from the closing of online submission of tender. Alternatively tender fee may be paid by RTGS / NEFT along with their offer directly into the designated bank account of Syama Prasad Mookerjee Port, Kolkata, Name of Bank & Branch: Indian Overseas Bank,

#### 2.0 SCHEDULE OF TENDER (SOT)

	Current
	Account No.: 22700200000018.
	IFS Code: IOBA0002270.
	Concerned vendors / contractors must ensure that the remitting bank positively enters their name and Tender no. in the 'Sender to Receiver' column
	at the time of making payment of Bid document fee by RTGS / NEFT. Details of Bid document fee remitted should be entered by the participating
	vendor / contractor in the space provided in the e- tender as indicated hereunder.
	a. Name of remitting vender / contractor:
	b. Tender No:
	c. Amount remitted:
	d. Date of remitted:
	e. U.T.R No.
f. Date of NIT available to	From 28.02.2023
parties to download.	
g. Pre-Bid Meeting date and	1400 hours on 10.03.2023.
time.	
h. Last date of submission of EMD & Bid Document Fee to SMPK.	The original EMD instrument shall be submitted within 3 days from the closing of online submission of tender.
i. Date of starting of e-	At 10:00 hours on 11.03.2023.
Tender for submission of on-	
line Techno-Commercial Bid	
and price Bid.	
J. Date of closing of online	Up to 14:00 hours on <b>24.03.2023.</b> The last date of
e-tender for submission of	submission of tender will not be extended under
Techno-Commercial Bid &	any circumstance.
Price Bid.	any encomptance.
k. Date & time of opening	On <b>27.03.2023</b> after 1500 hours.
of tender (both techno-	
commercial part as well as	
price part).	
,	

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

Director, Marine Department Tender Inviting Authority

3.0 SMP, KOLKATA, eNivida SPECIAL INSTRUCTION TO BIDDERS.

e-Procurement is the complete process of e-Tendering from publishing of

tenders online, inviting online bids, evaluation and award of contract using the system. You may keep a watch of the tenders floated under <u>https://kopt.enivida.in.</u> The link of e-procurement portal is also given on our official portal i.e\_www. <u>https://wwww.smportkolkata.shipping.gov.in/</u>under TENDER TAB.

These will invite for online Bids. Bidder Enrolment can be done using "Online Bidder Enrolment".

The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid.

More information useful for submitting online bids on the eNivida Portal may be

obtained at: https://SMPK.enivida.in

#### 3.1 GUIDELINES FOR REGISTRATION:

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

## 3.2 SEARCHING FOR TENDER DOCUMENTS

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

## 3.3 PREPARATION OF BIDS

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

## 3.4 SUBMISSION OF BIDS

- 1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by SMP, Kolkata.
- 3. Bidder has to select the payment option as "e-payment" to pay the tender fee / EMD, if stipulated in the tender and enter details of the instrument.
- 4. In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the

uploaded bid will be summarily rejected.

- 5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
- 9. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

### 3.5 For any clarification in using eNivida Portal:

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

Please feel free to contact eNivida Helpdesk (as given below) for any query related to e-tendering. Phone No. 011-49606060/7278929467/8448288981. Mail id: - enividahelpdesk@gmail.com/ ewizardkumar@gmail.com/

Contact Persons (SMP, Kolkata):

- Capt. A.K. Choudhary, Dy. Superintendent, Dredger & Despatch Service. Phone: 9836298696
   E-mail: dysdds@ kolkataporttrust.gov.in
- Shri N.C. Biswas, Chief Officer, Phone:8335833551
   E-mail: ncbiswas@kolkataporttrust.gov.in.

#### 4.0 Pre-qualification criteria.

- 4.1 The intending bidders should have successfully completed \*\*similar works during the last 7 (seven) years ending last day of month previous to the one in which tenders/applications are invited, which should be either of the following:: -
  - (a) Three completed works each costing not less than 40% of the annual estimated value i.e. Rs.11.008 Lakh.

or

(b) Two completed works each costing not less than 50% of the annual estimated value i.e. Rs.13.76 Lakh.

or

- (c) One completed work costing not less than 80% of the annual estimated value i.e. Rs.22.016 Lakh.
- 4.2 The Average Annual Financial Turnover of the bidding firm should be at least 30% of the annual estimated value of the work i.e. Rs. 8.256 Lakh in the preceding three years ending 31.03.2022.

\*\* The similar work means manufacture / repair of shackle / swivel / chain / anchor/navigational MS buoy/navigational aids involving steel work.

#### 5.0 TENDER AUTHORITY

Director, Marine Department, SMP, Kolkata, 15, Strand Road, Kolkata-700 001 Phone: 033-2230-3451-Extn: 2232, Tele-fax: 033-2231-0105 Mobile: 9836298699. E-mail: <u>dysdds@kolkataporttrust.gov.in</u>, Web-site: <u>www.kolkataporttrust.gov.in</u>

### 6.0 INSTRUCTION TO BIDDERS

- 6.1 Tender with supporting documents shall be submitted online as stipulated in the tender.
- 6.2 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/omission to furnish this information required by the tender Document on submission of a bidder which is not substantially responsive to the tender requirement will result in the rejection of such tender.
- 6.3 Mere downloading of Tender Document shall not mean that a particular Bidder will be automatically considered qualified and their bid will be entertained. Such qualifications will be reviewed at the time of evaluation of bids.

- 6.4 Tender Document (Non-transferable) will be available in the website: <u>www.kolkataporttrust.gov.in</u> / RailTel Portal. Parties downloading the tender document should ensure submission of Demand Draft towards Tender Fee, failing which the tender will not be considered.
- 6.5 SMP, Kolkata reserve the right to reject any/all tenders or to accept any tender in whole or in part without assigning any reason whatsoever.

### 7.0 MODE OF SUBMISSION OF BID

- 7.1 The tenders are to be submitted online in single part and price to be quoted as per the BOQ format also online. The bidders are required to upload the following documents:
  - a. Brief particulars of the Firm mentioning company's registration.
  - b. Copy of the document relating to details of Similar Works previously carried out by the firm with value & period of each work.
  - c. Copies of Performance Certificates of previous works carried out.
  - d. Copies of the Audited Balance Sheet and Profit and Loss Account for last 3 years (i.e. 2019-20, 2020-21, and 2021-22).
  - e. Photocopy of the Bank Draft / Bankers Cheque payable to 'Syama Prasad Mookerjee Port, Kolkata' or Transaction Report for NEFT/RTGS towards Tender Fee and EMD.
  - f. Form of Tender duly filled in bidder's Letter Head.
  - g. A declaration that the firm has not been debarred / de-listed by any Govt. / Quasi-Govt. / Public Sector Undertakings.
  - h. Authentic documents relating to registration under GST Authority.
  - i. Photo copy of ESI Registration certificate. In case the firm is not covered under ESI Act or exempted, they should furnish necessary documents along with an affidavit in original affirmed before a 1<sup>st</sup> Class Judicial Magistrate in a non-judicial stamp paper worth Rs.50/- to that effect as per enclosed SMPK approved format (Annexure-A). In addition that the Tenderer must indemnify SMP, Kolkata against all damages and accidents occurring to their staff in a non-judicial stamp paper worth Rs.50/- as per enclosed format (Annexure-B).
  - j. Copy of the Current Trade License as applicable.
  - k. Photo copy of Current P.F. Statement or in case they are exempted under Provident fund act, they would furnish necessary documents along with an affidavit affirmed before a first class Judicial Magistrate to the effect as per enclosed Proforma (Annexure-C).
  - l. Power of Attorney in original in connection with signing the tender document.
  - m. A covering letter addressed to Director, Marine Department as per the format given at Annexure-D.
  - n. Duly filled Format as given at Annexure-E.
- 7.1.1 The contractor shall submit the documents as per the Check List above (Clause-7.1) at the time of submission of the bid online. However, the bids will be summarily rejected without any reference to the bidder if

the documents mentioned against Sl. No. a, b, c, d, e & l are not submitted with the bid.

- 7.1.2 TENDER DOCUMENTS NEED NOT BE UPLOADED. THE DOCUMENTS UPLOADED BY BIDDER(S) AS STIPULATED IN THE TENDER WILL BE SCRUTINISED. IN CASE ANY OF THE INFORMATION FURNISHED BY THE BIDDER IS FOUND TO BE FALSE DURING SCRUTINY, EMD OF DEFAULTING BIDDER(S) WILL BE FORFEITED. PUNITIVE ACTION INCLUDING SUSPENSION AND BANNING OF BUSINESS CAN ALSO BE TAKEN AGAINST DEFAULTING BIDDER(S).
- 7.2 Deadline for submission of Tender

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

7.3 Validity of Bid.

Tenders will be required to be valid for a period of 180 days from the date of opening of the tender.

7.4 Period of the Contract.

The contract would be for a period of two from the date of issue of work order.

#### 8.0 OTHER INSTRUCTIONS

- 8.1 Bidders are advised to submit quotation online based upon technical specification, terms and conditions, Scope of Work, Technical Specification contained in the Bid Documents and General Conditions of Contract (GCC) and not to stipulate any deviation. The General Conditions of Contract of SMP, Kolkata shall be applicable wherever relevant. The GCC may be downloaded from SMP, Kolkata website, 'Homepage Rule and Regulations Non-Service Regulations'. 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.
- 8.2 SMP, 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.
- 8.3 The work is to be done as described in Bid Document. 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.
- 8.4 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 / his representative who shall be the point of contact at the following address:

Dy. Superintendent, Dredger & Despatch Service, SMP, Kolkata, 15, Strand Road, Kolkata-700 001

8.5 The bidders may please note that SMP, 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 SMP, Kolkata Offices for making such inquiries. Should SMP, Kolkata find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by SMP, Kolkata.

- 8.6 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. SMP, Kolkata may reject, accept or prefer any bid without assigning any reason whatsoever.
- 8.7 Fax/e-mail offers/ physical offer will not be considered. Bidders should prepare their Bid themselves. Bids prepared by agents will not be recognized. 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 its decision to entrust the work (covered by the Bid document).

#### 8.8 Amendment of Tender Documents.

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 Tenderer / 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 tenderers / bidders shall not be construed to as amendment to the Tender Document.

#### 9.0 EARNEST MONEY DEPOSIT

- 9.1 The bidders shall be required to deposit **Rs.55,040**/- as 'Earnest Money Deposit' (EMD) payable to 'Syama Prasad payable at Kolkata physically Mookerjee Port, Kolkata' by Banker's Cheque or Pay Order or Demand Draft OR through RTGS/NEFT.
- 9.2 Earnest Money of unsuccessful bidders will be refunded within 2 months of opening the Price bid or on finalization / acceptance of tender, whichever is earlier. EMD of L-I bidder will only be encashed. Tender submitted without EMD shall not be considered.

9.3 After conclusion of tender process, EMD of successful bidder will be returned without interest after submission of Security Deposit. However, the contractor may opt for converting the EMD as a part of Security Deposit. In case the successful bidder fails to submit the Security Deposit in terms of tender conditions, the EMD will be liable for forfeiture.

#### 10.0 SECURITY DEPOSIT

- 10.1 Successful bidder will submit Security Deposit for a sum equivalent to **3% of the total evaluated value as per price bid** of the tender, as accepted by SMP, Kolkata, in Demand Draft or in the form of Bank Guarantee as per the format as stipulated in GCC in favour of 'Syama Prasad Mookerjee Port, Kolkata' from a Nationalized Indian Bank with branch at Kolkata. In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court. The Bank Guarantee shall remain valid for 3 months after the final expiry of the contract including warranty period. The Security Deposit will be released within 60 days after successful completion of the contract period.
- 10.2 The Director, Marine Department shall have the right to ask for the extension of the above Bank Guarantee till such time the Contractual obligations are fulfilled and the Contractor will be duty bound to extend the same.
- 10.3 After the issuance of 'Letter of Intent', Security Deposit will have to be submitted within 15 working days and a formal agreement is to be executed immediately thereafter as per format provided in GCC. Work order will be issued immediately after receipt of Security Deposit. The contract shall be deemed to be in effect from the date of issue of work order.
- 10.4 The Security Deposit shall be refunded to the Contractor, after deduction of any sum due to the Trustees, on completion of guarantee period of 12 months.
- 10.5 Security Deposit may be liable to forfeiture at the discretion of the Trustees, if the contractor fails to carry out the work or to perform / observe any of the conditions of the contract. The Trustees shall also be at liberty to deduct any of their dues from the Security Deposit or from any sum due or become due to the contractor under any other contract.

#### 11.0 Micro & Small Enterprises (MSEs) registered with NSIC & or MSME:

11.1 Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) or MSME are exempted from depositing Tender Fee and Earnest Money.

- 11.2 If Micro & Small Enterprises (MSEs) registered with NSIC or MSME intends to participate in the tender for the items they are not registered with NSIC or MSME, then they will have to deposit cost of Tender Fee, full amount of Earnest Money as per NIT. Otherwise their offer will not be considered.
- 11.3 Copy of valid NSIC Certificate or MSE Certificate under MSME has to be submitted along with bid. The type of the similar works as mentioned in PQ criteria must be covered in the Certificate to get exemption of Tender Fee & EMD.

#### 12.0 INSTRUCTION FOR FILLING THE BIDS

- 12.1 The bids can only be submitted in the name of the bidder.
- 12.2 The Bid and any annotations or accompanying documentation shall be in English language only and in metric system.
- 12.3 Bidders shall sign their proposal and all attached documents with the exact name of the firm who has downloaded the bid document.
- 12.4 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 as proof of the ability of the signatory to bind the bidder shall be annexed to the bid. SMP, Kolkata may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 12.5 The tender shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be completed free from ambiguity, change or inter-lineation.
- 12.6 Bidders should indicate at the time of quoting against this bid their full postal /e-mail address and telephone and fax numbers.
- 12.7 Bidders shall set their quotations online as per BOQ format and without any qualifications.
- 12.8 Price Bids, containing any sort of qualifying expressions will be rejected.
- 12.9 SMP, Kolkata reserves the right to ask any one of the bidders, who have submitted their price quotations to submit a break-up of the submitted prices with adequate justification to establish for each such component. Bidders shall confirm in writing in the form of Tender that should SMP, Kolkata deem it necessary to ask for such a break up of quoted price, they will be duty bound to do so as requested by SMP, Kolkata and they shall be further duty bound to provide justification to the same, failing which or if their justification of prices are found unacceptable to SMP, Kolkata, their Tender may be cancelled by SMP, Kolkata.

#### 13.0 TAXES & DUTIES.

- **13.1** The prices quoted shall be including all statutory levies excluding GST. The summation of all item-wise total prices (excluding GST, i.e. as mentioned in BOQ) would be the basis of evaluation.
- **13.2** Supplier / Service Provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- **13.3** 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 SMP, Kolkata, then payments to Supplier / Service Provider to the extent of GST relating to the invoice/s under mismatch may be retained from due payments till such SMP, Kolkata is not sure that accurate tax amount is finally reflected in the GSTN to SMPK's (SMP, Kolkata) Account and is finally available to SMP, Kolkata is not required to be reversed at a later date along with applicable interest.
- **13.4** SMP, Kolkata has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the Supplier / Service Provider. Any loss of input tax credit to SMP, Kolkata for the fault of supplier shall be recovered by SMP, Kolkata by way of adjustment in the consideration payable.
- **13.5** Supplementary invoice/debit note/credit note for price revisions to enable SMP, Kolkata to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.
- **13.6** The purchase order/work order shall be void, if at any point of time bidders are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.
- 14.0 PRICING OF BID.
- 14.1 General: The Bid shall be quoted in and as per format of Price Bid.
- 14.2 **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.
- 14.3 **Validity of Price Bid:** The offer shall be valid for acceptance for a minimum period of 180 (one hundred eighty) days from the date of opening of the Bid.

#### 15.0 Interpretation of Terms

In the Contract and specifications the following words and expressions shall have the meanings as follows:

'BOARD'	The expression 'BOARD	' means the Board of Syama Prasad
---------	-----------------------	-----------------------------------

	Mookerjee Port, Kolkata, constituted by the Central Government in accordance with sub-section (1) of section 3 of 'The Major Port Authorities Act, 2021'.
'DIRECTOR MARINE DEPARTMENT'	The expression 'The Director, Marine Department' means the office holding that post under the Trustees and includes his successors in office.
'ENGINEER'	The expression 'The Engineer' means the Director, Marine Department, for the purpose of this contract only.
'ENGINEER'S REPRESENTATIVE'	The expression 'The Representative' means any officer or person from time to time deputed by the Trustees or Director Marine Department to act on their behalf for the purpose of this contract.
DAY	Day means duration of 24 hours commencing at 00.00 hours midnight till 2400 hours and includes Sundays and Holidays.
MONTH	Month means English Calender Month.

# 16.0 BILL OF QUANTITIES

Sl. No.	ltem	Rate to be quoted excluding GST.	Remarks
1.	<ul> <li>D type joining shackle (D-6):</li> <li>1. Worn out portions of the body of the shackle to be re- conditioned. Drill holes to be adjusted accordingly. Testing to be carried out by IRS approved test house for proof load of 50 MT. A pair of clinch pins to be supplied for each shackle.</li> </ul>	Rs.	L.S Price to be quoted.
	2. New shackle pin to be provided.	Rs.	
	Total evaluated price per shack	les Rs	(A)
2.	<u>D type joining shackle (D-7):</u>		L.S Price to be quoted.

	<ol> <li>Worn out portions of the body of the shackle to be re- conditioned. If required drill holes to be adjusted accordingly. Testing to be carried out by IRS approved test house for proof load of 50 MT. Sleeve, nut/bolts and clinch pin to be provided with each shackle.</li> </ol>	Rs.	
	2. New shackle pin to be provided	Rs.	
	Total evaluated price per shackl	e = Rs	(B)
3.	D type joining shackle (D-4):		L.S Price to be
			quoted.
	<ol> <li>Worn out portions of the body of the shackle to be re- conditioned. Testing to be carried out by IRS approved test house for proof load of 55 MT. Forelock and clinch pin to be supplied with each shackle.</li> </ol>	Rs.	
	2. New shackle pin to be provided	Rs.	
	Total evaluated price per shackle	s = Rs	(C)
4.	Buoy Riding chain swivel:		L.S Price to be
	<ol> <li>Worn out portions of the body of the swivel to be re- conditioned. Swivel to be freed. Welding and riveting in way of sleeve to be re-done. Testing to be carried out by IRS approved test house for proof load of 16 MT.</li> </ol>	Rs.	quoted.
	2. Eye bolt to be repaired.	Rs.	
	<ol> <li>New link to be provided (to be of U2 material).</li> </ol>	Rs.	
Tota	l evaluated price per swivel	= Rs	(D)
5.	<ul> <li>Buoy Swivel:</li> <li>1. Worn out portions of the body of the swivel to be reconditioned. Swivel to be freed. Welding and riveting in way of sleeve to be re-done. Testing to be carried out by IRS approved test house for proof load of 16 MT.</li> </ul>	Rs.	LS price to be quoted.
	<ol><li>New big link to be provided (to be of U2 material).</li></ol>	Rs.	

	3. Eye bolt to be repaired.	Rs.	
	4. New small link to be provided (to be of U2 material).	Rs.	
	5. New "O" link to be provided (to be of U2 material).	Rs.	
Тс	otal evaluated price per swivel	= Rs	(E)
6	Light Vessel riding chain		LS price to be
	swivel:		quoted.
	<ol> <li>Worn out portions of the body of the swivel to be re- conditioned. Swivel to be freed. Welding and riveting in way of sleeve to be re-done. Testing to be carried out by IRS approved test house for proof load of 50 MT.</li> </ol>	Rs.	
	2. Stud to be provided (to be of U3 material).	Rs.	
Тс	otal evaluated price per swivel	= Rs	(F)
7	Repairs /reconditioning of Chisel.	Rs (G)	LS price to be quoted.
8	Repairs /reconditioning of Punch.	Rs(H)	LS price to be quoted.
9	Repairs / reconditioning of Blake Slip.	Rs(I)	LS price to be quoted.
Grand total evaluated price = $(Ax120) + (Bx90) + (Cx30) + (Dx36) + (Ex36) + (Fx8) + (Gx40) + (Hx40) + (IX2) = Rs.$			

The price should be inclusive of all taxes & duties, fees for IRS Surveyor/ testing of materials excepting for GST. GST would be payable extra at actual. GST would not be taken into calculation for the purpose of evaluation.

## 17.0 SPECIAL CONDITIONS OF CONTRACT

#### 17.1 Scope of work

The work includes repairs, reconditioning as necessary of the following shackles, swivels, chisels and punch used for laying /maintenance of navigational buoys for demarcation of shipping channel over a period of two years as and when required:

- a. D type joining shackles (D-6): 120 nos.
- b. D type joining shackles (D-7): 90 nos.
- c. D type joining shackles (D-4): 30 nos.
- d. Buoy Riding chain swivel: 36 nos.
- e. Buoy swivel: 36 nos.
- f. Light vessel riding chain swivel: 8 nos.
- g. Chisel: 40 nos.
- h. Punch: 40 nos.
- i. Blake Slip: 02 nos.

#### 17.2 EXHIBITED DRAWINGS.

The contractors are required to carry out the jobs as per the drawing attached with the tender /supplied to them by SMPK.

#### 17.3 REJECTION AND REPLACEMENTS.

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

#### 17.4 INSPECTION AND TESTING DURING PROGRESS OF WORK.

On completion of repairs the shackles and swivels are required to be tested by IRS approved test house as explained in the Bill of Quantities. Moreover, the authorised representative of the Trustees shall have the authority to inspect the work at any stage of progress. Trustees' representative will be present, if deemed necessary, during any tests, trials or inspection. The Contractor should give prior notice for such inspection. The Contractor shall afford the representative, all facilities for examining, inspecting and testing the materials and workmanship used or intended to be used or employed during the progress of repairs of shackles & swivels and on the completion thereof and shall also supply free of charge such apparatus, materials, tools or labour as may be required from time to time for the purpose of such examinations, inspections and testings.

#### 17.5 TIME OF COMPLETION.

The shackles and swivels requiring repairs as available would be handed over to Contractor once in a month as available and the Contractor is required to deliver the items on completion of the repair within 30 days from the date of receipt of the items.

#### 17.6 DELIVERY AND TRIAL.

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

#### 17.7 GUARANTEE PERIOD.

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

#### 17.8 DAMAGES FOR DELAY IN EXECUTION OF THE CONTRACT.

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

#### 17.9 TERMS OF PAYMENT:

Payment will be made within 45 days of submission of correct bills once in a month against the numbers of the items actually repaired, supplied and accepted by SMPK on the basis of actual work done as stipulated in the Bill of Quantities.

#### 17.10 PAYMENT OF BOUGHT OUT ITEMS.

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

handling and transportation charges. All such procurements will require approval of SMP, Kolkata representative.

17.11 INTERPRETATION OF CONTRACT AND ARBITRATION.

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

17.12 BOARD MEMBERS OR REPRESENTATIVES NOT TO BE PERSONALLY LIABLE.

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

17.13 PRICE ESCALATION.

No escalation on the contract price will be allowed.

17.14 EVALUATION CRITERIA.

Evaluation will be made on the grand total evaluated price value as provided in the 'Bill of Quantities'.

17.15 MODE OF SCRAP DISPOSAL.

The steel scrap arising out of the repairs of the shackle & swivel are to be returned to the vessel.

17.16 SIGNING OF AGREEMENT.

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

#### FORM OF TENDER

То The Director. Marine Department, Shyama Prasad Mookerjee Port, Kolkata, 15, Strand Road, KOLKATA - 700001.

Dear Sir,

We

of

having read and fully understood the specification, conditions of tender and general conditions of contract hereby tender construction of navigational buoys as per Tender for the Trustees for the Port of Kolkata in accordance with and as set forth in annexed General Conditions of Contract and General Specifications.

The quotations have been submitted in Cover-I and Cover-II as stipulated.

M/s.

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

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

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

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

Yours faithfully,

Dated

Signature

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

#### Annexure-II

#### Shyama Prasad Mookerjee Port, Kolkata AGREEMENT FORMAT SECTION.

THIS AGREEMENT made the \_\_\_\_\_\_day of \_\_\_\_\_20--between the Board of Trustees of Shyama Prasad Mookerjee Port, Kolkata, a body corporate constituted by the Major Port Trust Act, 1963 (No.38 of 1963) having its Head Office at 15, Strand Road, Kolkata -700001 (hereinafter called "Trustees" which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office of the one part and

M/s.

Having its office at

and Shipbuilding Yard at

(hereinafter called "the contractor" which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office of the other part.

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

AGREEMENT WITNESSTH AS FOLLOWS:

1. In this Agreement words and expression shall have the same meaning as are respectively assigned to them in the general Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read as construed as part of this Agreement, viz.:

- (a) The said Tender and the acceptance of Tender.
- (b) The Drawings.
- (c) The General Conditions of Contract.
- (d) Special Conditions of Contract (if any).
- (e) The Conditions of Tender.
- (f) The Specification.
- (g) The Bill of Quantities.
- (h) The Trustees Schedule of Rates and prices (if any).

(i) All correspondence, by which the Contract is added, amended, varied or modified in any way by mutual consent.

3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the

Trustees to execute, construct, complete and maintain the work in conformity in all respects with the provisions of the contract.

4. The Trustee's hereby covenant to pay to the Contractor in consideration of such execution, construction, completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the contract.

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

Name\_\_\_\_\_\_ Address\_\_\_\_\_\_

> or SIGNED SEALED AND DELIVERED.

By the said
In the presence of :
Name
Address
The Common Seal of the Trustees was hereunto affixed in the presence of:
Name
Address

Rs.50/-STAMP

#### GUARANTEE BOND.

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

M/s.\_\_\_\_

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

) only
representing 10 % of the contract price
only.
We, the
(hereinafter called the Bank) do hereby undertake to pay the Trustees' an amount not exceeding of Rs)
only against any loss or damage caused to or suffered or would be caused to or suffered by the Trustees' by reasons of any breach by the said contractor of any of the Terms & Conditions contained in the said Agreement.
1. We, do
hereby unconditionally, irrevocably undertake to pay to the Trustees' the amounts due and payable under this guarantee without any demur, merely on a demand from the said Trustees' stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the said Trustees' by reasons of any breach by the said contractor of any of the Terms & Conditions contained in the said Agreement or by reasons of the Contractors' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs) only. 2. We,
further agree that the guarantee herein contained shall remain in full force and

effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable from the date of execution of this guarantee i.e. from \_\_\_\_\_\_till the expiry of ( ) the calendar months covering period and guarantee i.e. up to \_ and till all the duties of the Trustees under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till the Trustees' certify that the Terms and Conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made \_\_\_\_\_ we shall be discharged on us in writing on or before the from all liabilities under this guarantee thereafter. 3. ,further We. agree with the Trustees that the Trustees shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the Terms and Conditions of the said Agreement or to extend the time of performance by the said contractors from time to time or to postpone, for any time or from time to time any of the powers exercisable by the Trustees against the said contractors and to forebear or enforce any of the Terms and Conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractors or for any forbearance, act or omission on the part of the Trustees or any indulgence by the Trustees to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

4. We undertake to pay to the Trustees within a week any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.

5. Notwithstanding anything contained herein, out liability under the guarantee is restricted to

) only. Out guarantee shall remain in full force till its expiry on from the date of issue, unless a demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_\_ and we shall be discharged from all liabilities under this guarantee. 6. We, lastly

undertake not to revoke this guarantee during its currency except with the previous consent of the Trustees in writing and agree that any change in the constitution of the Bank or the Contract shall not discharge our liability hereunder.

Dated, the \_\_\_\_\_\_ day of \_\_\_\_\_\_2023

WITNESS:

1. N A M E :

DESIGNATION :

BANK's NAME :

& ADDRESS.

1. N A M E :

**DESIGNATION** :

BANK'S NAME : & ADDRESS.

#### On Non-judicial Stamp Paper of at least Rs.50/-BEFORE THE 1<sup>st</sup> CLASS JUDICIAL MAGISTRATE

#### AFFIDAVIT

1. That I am a proprietor / partner of ------ having office at ------and carrying on business on the said name and style. (In case the above Deponent is an enlisted Contractor at SMP, 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 SMP, Kolkata as per the Clause No..... of the Tender No.....issued by the SMP, 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 me.

1.

#### On Non-Judicial Stamp Paper of at least Rupees Fifty

27

#### INDEMNITY BOND

2. WHEREAS, the said Shyama Prasad Mookerjee Port, Kolkata had asked the every tenderer, who is not covered under E.S.I. Act or exempted to furnish an Indemnity Bond in favour of Marine Department, Shyama Prasad Mookerjee Port, Kolkata against all damages and accidents to the Labourer / Tenderer / Contractor.

....

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

Sureties: Signature of the Indemnifier

1. Name:

Address:

2. Name:

Address:

ANNEXURE- "C"

# On the Rs. 10/- (Rupees Ten) Non Judicial Stamp Paper

BEFORE THE 1 <sup>st</sup> CLASS JUDICIAL MAGISTRA	TE AT
AFFIC	DAVIT
Ι	son of
Aged about years, by faith Occupation	
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 nam	e and style.
(In case the above Deponent is an e Mookerjee Port, Kolkata, the same shou	enlisted Contractor at Shyama Prasad Id be mentioned in the affidavit)
2. THAT my aforesaid Firm is exempted	ed from Provident Fund Act and the said
Firm has no valid Provident Fund Registrat	tion.
3. THAT the present affidavit is to Mookerjee Port, Kolkata of	b be filed before the Shyama Prasad as per the clause No. f the Tender vide NIT
No	issued by the Shyama Prasad ne work (the work is to be mentioned).
	I true to the best of my knowledge and
Deponent	
Identified by	

ANNEXURE - "D"

## **Covering letter**

Ref. No.

Dated:

The Director, Marine Department, Shyama Prasad Mookerjee Port, Kolkata, 15, Strand Road, Kolkata - 700001.

Dear Sir,

1. We \_\_\_\_\_ (Name of Tenderer having examined the Tender Document and understood its contents, hereby submit our Tender for \_\_\_\_\_\_ dt. \_\_\_\_\_

2. All information and proofs provided in the Tender including Addendum and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.

3. We shall make available to Shyama Prasad Mookerjee Port, Kolkata (hereinafter referred to as SMP, Kolkata) any additional information it may find necessary or require to supplement or Authenticate the Tender.

4. We, \_\_\_\_\_\_\_ (Name of Tenderer) hereby undertake that we will abide by the decisions of SMP, Kolkata in the matter of examination, evaluation and selection of Successful Tenderer and shall refrain from challenging or questioning any decision taken by SMP, Kolkata in this regard. We, further acknowledge the right of SMP, Kolkata to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5. We also certify the following

a) We have not been debarred by the Central / State Govt. or any entity Controlled by them or any other legal authority from participating in any Tender /Contract / Agreement of whatever kind

b) We have also not been expelled from any project or contract nor have had any contract terminated for breach in the last 3 years ending on the date of opening of the techno commercial part of the tender.

6. We declare that:

a) We have examined and have no reservations to the Tender Document, Including the Addendum, if any, issued by SMP, Kolkata thereon.

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

7. We understand that SMP, Kolkata reserves the right to accept or reject any tender and to annual the tendering process and reject all tenders at any time without any obligation for such acceptance, rejection or annulment without assigning any reason thereof.

Yours faithfully,

Signature of Tenderer

Name \_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_

Seal:

Annexure-E FORMAT FOR PAYMENT THROUGH ECS/RTGS

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

Signature with official seal

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

