



Welcome to e-Procurement Portal of Syama Prasad Mookerjee Port, Kolkata

(Formerly Kolkata Port Trust)



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View Tender Details

Department Name : Kolkata Port Trust / Tender Number : MRN/CH/DRW/92/23
/ Tender : MRN/CH/DRW/92/23 ▼

Tender Details

Tender Details	
Tender Number	MRN/CH/DRW/92/23
Tender Type	Open Tender - Domestic
Tender Cover	Cover One
Item ID	MRN/CH/DRW/92/23
Multi Currency Tender	No
Project/Title	ELECTRONIC NAVIGATIONAL CHART (ENC)PRODUCING SOFTWARE FROM INTERNATIONAL HYDROGRAPHIC ORGANISATION (IHO) LISTED SOFTWARE PROVIDER
Tender Category	Goods
Procurement Category	Computer Software
Description	SUPPLY, INSTALLATION AND COMMISSIONING OF ELECTRONIC NAVIGATIONAL CHART (ENC)PRODUCING SOFTWARE FROM INTERNATIONAL HYDROGRAPHIC ORGANISATION (IHO) LISTED SOFTWARE PROVIDER
Fee Exemption Available	EMD & Form Fee Exemption

Tender Hierarchy

Level-2 Hierarchy	Kolkata Dock System-KDS
Level-3 Hierarchy	MARINE

Tender Cost Details

ECV Tender	Yes
Hide ECV	No
Estimated Cost (₹)	19,50,000.00
ECV In Foreign Currency	No
EMD (₹)	39,000.00
Form Fee (₹)	590.00
Processing Fee (₹)	2,301.00

Tender Date Details

Pre-Bid Meeting Date & Time	05-06-2023 14:00
Published Date & Time	22-05-2023 17:10
Tender Closing Date & Time	22-06-2023 18:00
Cover One Opening Date & Time	23-06-2023 12:00

Pre-Bid Meeting Details

Offline Pre-Bid Meeting Details	Pre-Bid Meeting Date and Time: 05-06-2023 14:00	Venue: In the room of Dy. Chief Hydrographer at 72, Napier Road, Kolkata - 22 Beside Marine House
System's Online Pre-Bid Meeting	No	Pre-Bid Closing Date & Time:

Tender Covers

Tender Cover One Details

Tender Cover	Cover One
Tender Opening Officer	Abhik Chattopadhyay (3101486)
Alternate Tender Opening Officer	Deepak Kumar Nath (30ebde5)

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TENDER NO. MRN/CH/DRW/92/23

DATED: 16.05.2023

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

MARINE DEPARTMENT

CHIEF HYDROGRAPHER SECTION,

15 STRAND ROAD,

KOLKATA – 700001

PHONE: + 91-33-7101 2378/ 7101 2343

EMAIL: dychydro@kolkataporttrust.gov.in

WEBSITE: <https://smpportkolkata.shipping.gov.in/>

TENDER FOR

**SUPPLY, INSTALLATION & COMMISSIONING OF
ELECTRONIC NAVIGATIONAL CHART (ENC)
PRODUCING SOFTWARE FROM
INTERNATIONAL HYDROGRAPHIC ORGANISATION (IHO)
LISTED SOFTWARE PROVIDER**

Bid Document Fee: ₹590/- (including GST)

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Notice Inviting Tender

TENDER NO. MRN/CH/DRW/92/23 DATED: 16.05.2023

Sealed Tenders are invited for purchase of Electronic Navigational Chart (ENC) producing software from International Hydrographic Organisation (IHO) listed software provider, for use of the Chief Hydrographer's Section, under Marine Department of Syamaprasad Mookerjee Port, Kolkata.

The tender is invited under single part two-cover system, i.e. covers containing Techno-commercial bid and Price bid. Estimated value of the work is **₹19,50,000/-**, excluding GST.

The document can be seen from <https://kopt.enivida.in>. Corrigendum or clarification, if any, shall be hoisted on the mentioned website only. The tender is also published on SMPK website <https://smporkolkata.shipping.gov.in/>.

Schedule of Tender

a	TENDER NO.	MRN/CH/DRW/92/23 dated 16.05.2023
b	MODE OF TENDER	<p>e-Procurement System Online, single part, two cover system: one containing ‘Techno-commercial Bid’ and other containing ‘Price Bid’, through Enivida portal https://kopt.enivida.in The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender will be accepted by SMP, Kolkata.</p>
c	Availability of NIT in SMP, Kolkata website and Enivida portal.	From 23.05.2023 to 22.06.2023 (Up to 1700 hrs)
d	Pre-Bid Meeting Date & Time (offline)	On 05.06.2023 at 1400 hours in the room of Dy. Chief Hydrographer at 72, Napier Road, Kolkata – 22 (beside Marine House)
e	Pre-Bid Meeting closing Date & Time (offline)	On 05.06.2023 at 1500 hours
f	Estimated Cost of Work	₹19,50,000/- (Rupees Nineteen Lakhs & Fifty Thousand only), excluding GST
g	Earnest Money Deposit (EMD)	An amount of ₹39,000/- (Rupees Thirty Nine Thousand only) shall be submitted as ‘Earnest Money Deposit’ (EMD) in favour of ‘ Syama Prasad Mookerjee Port, Kolkata ’ as per tender stipulation. Copy of the DD / Banker’s Cheque / Pay Order should be uploaded. Alternatively, EMD may be paid by RTGS / NEFT as detailed below.
h	Bid Document Fee (non-refundable)	The intending bidders should submit the tender cost (non-refundable) of ₹590/- (Rupees Five Hundred Ninety Only), inclusive of 18% GST, separately as per tender stipulation. The original Bank Draft / Banker’s Cheque / Pay Order shall be submitted within the closing of online submission of tender. Alternatively, tender fee may be paid by RTGS / NEFT alongwith their offer directly into the designated bank account of Syama Prasad Mookerjee Port, Kolkata.

i	Bank Details of Syama Prasad Mookerjee Port, Kolkata	<p>Name of Account: SYAMA PRASAD MOOKERJEE PORT, KOLKATA Name of Bank: INDIAN OVERSEAS BANK Branch: STRAND ROAD BRANCH, KOLKATA – 700 001 Account No.: 067502000000491 IFS Code: IOBA0000675 MICR Code: 700020006</p> <p>Concerned vendors / contractors must ensure that the remitting bank positively enters their name and Tender no. in the “Sender to Receiver” column at the time of making payment of Bid Document Fee by RTGS / NEFT. Details of Bid Document Fee remitted should be entered by the participating vendor / contractor in the space provided in the e-tender as indicated hereunder.</p> <p>a. Name of remitting vendor / contractor: b. Tender no.: c. Amount remitted: d. Date remitted: e. UTR no.:</p>
j	Raitel Tender Processing Fee (Non-refundable) Mode of Payment: E-payment Only through Debit / Credit Card or Net Banking.	TPF – 0.1% of estimate cost (Minimum: ₹ 750/-Maximum: ₹7500/- +GST) Registration Charges: ₹2000/- + applicable GST per year
k	Start date of submission of online Techno-commercial Bid and Price Bid at Enivida portal	23.05.2023 (From 1100 hrs. onwards)
l	Last date of submission of online Techno-Commercial Bid & Price Bid at Enivida portal	22.06.2023 (Up to 1800 hrs.)
m	Date & time of opening of bids	23.06.2023 (1200 hrs.) In case of General strike / Bandh or unprecedented cease work, the time of opening of the bids will be automatically extended to 1500 hrs. of the next working day of SMP, Kolkata.

**Director, Marine Department
Tender Inviting Authority**

SECTION – A: Important Instructions for e-Tender

Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version 8 or above, and Java 8 Update 151 or 161.

Further, bidders are requested to go through the following information and instructions available on the Enivida Portal <https://kopt.enivida.in/> before responding to this e-tender:

- Bidders Manual Kit
- Help for Contractors
- FAQ

Contact Persons (Syama Prasad Mookerjee Port, Kolkata):

1. Capt. P. Maitra, Chief Hydrographer (I/C) – 9432673349 – dychydro@kolkataporttrust.gov.in
2. Capt. A. Chattopadhyay, Commander – 9231903577 – abhik@kolkataporttrust.gov.in

Contact persons (Enivida Portal):

Phone No. 7278929467 / 8448288981

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

1.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity
2.	E-tender cannot be accessed after the due date and time mentioned in NIT.
3.	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
4.	No deviation to the technical and commercial terms & conditions are allowed.
5.	The bidders must upload all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the tender shall not be considered.
6.	The bid will be evaluated based on the filled-in technical & commercial formats.
7.	Bidders should have fully read and understood the entire Tender Document, Corrigenda and Addenda, if any, and GCC, downloaded from the given websites under the instant e-tender and no other source, and should comply with the said documents without any deviations. A declaration in this regard is to be made by the bidder (Annexure – VI).
8.	(A) Tender will be opened electronically on specified date and time as mentioned in the NIT. Bidders can witness electronic opening of Bids. (B) Necessary addenda / corrigenda (if any) of the tender would <i>only</i> be hoisted in the Enivida Portal.

SECTION – B: Commercial Terms & Conditions

1. Mere participation in the tendering process will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids as detailed in this document.
2. Due date of submission of tender will not be extended under any conditions.
3. Copy of valid NSIC Certificate or MSME Certificate under MSME Development Act has to be submitted along with the bid.
4. The Terms and Conditions of Tender shall be read in conjunction with the **General Conditions of Contract** (*available in SMP, Kolkata website > Rules & Regulations > Non-service Regulations*), Specifications, Format of Price Bid and other documents forming part of this Contract wherever the Contract so requires.
5. The several documents forming the Contract shall be taken as mutually explanatory to one another and in case of any discrepancies, the Format of Price Bid shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract of SMP, Kolkata. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Director, Marine Department, SMP, Kolkata, thereon shall be final and binding upon all parties.
6. The Board are not bound to accept the lowest or any tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.
7. The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the Calcutta High Court.
8. Intending bidders must take into account any and all cost or expense incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.
9. Bidders are advised to get themselves thoroughly familiarized with the site conditions etc. before submission of the tender. Non-compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.
10. **Validity:** The tender shall remain open for acceptance for a period of **120 (one hundred and twenty days)** from the date of opening of the bids. If the bidder amends his quoted rates or tender before expiry of this validity period, making them unacceptable to the Board and / or withdraws / modifies his tender, the Earnest Money Deposit (EMD) will be forfeited.
11. During evaluation of tender, an offer shall be considered non-responsive in the each of the following cases:
 - Non-submission of Earnest Money Deposit (EMD) / valid NSIC Registration Certificate / MSME Registration Certificate;
 - It is not accompanied by requisite tender cost;
 - The validity of the offer is less than tender stipulation;
 - The firm does not meet the Pre-Qualification Criteria as stipulated in the NIT;
 - The bidder submits conditional offer / imposes own terms and conditions /

does not accept tender conditions completely / offer or tender is submitted with any deviation from the tender terms & conditions;

- If all the documents required, as per NIT, are not submitted.

In addition to above, a bidder may be disqualified if —

- The bidder provides misleading or false information in the statements and documents submitted;
- There exists record of unsatisfactory performance during the last 7 years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delay / incompletion, or financial bankruptcy, etc.

The decision of SMP, Kolkata in this regard shall be final and binding on the bidder.

12. **Security Deposit:** Successful bidder will submit Security Deposit for a sum equivalent to **5% of the total evaluated value** as per price bid of the tender, as accepted by SMP, Kolkata, through a Demand Draft / Bank Transfer in favour of Syama Prasad Mookerjee Port, Kolkata. The Security Deposit will be released within 60 days after successful completion of the contract period.

In the event of the successful bidder failing to execute the work within the stipulated period without sufficient reasons acceptable to the Board, the Security Deposit may be forfeited and the order may be cancelled at the option of the Board, apart from other actions.

13. The bidder shall quote his price as per the Format of Price Bid ([Section – E](#)).
14. The bidder shall state clearly his quoted rates both in figures & words. In case of discrepancy in figures and words, the amount in words will be treated as final.
15. Price(s) quoted should remain firm over the contract period.
16. All taxes & duties are deemed included in the quoted rate except GST as applicable.
17. **Evaluation Criteria:** As detailed in the Format of Price Bid ([Section – E](#)).
18. **Payment:** Please refer to Clause 10 of Scope of Work ([Section – D](#)) for details about submission of bills and payment.
19. **Jurisdictions of Court:** The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Calcutta High Court.
20. **Micro & Small Enterprises (MSEs) registered with NSIC**
 - a) Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) or MSME are exempted from submitting Earnest Money Deposit (EMD) and Cost of Tender Document having valid NSIC Certificate for MSEs along with DIC's (District Industries Centre) Certificate. Copy of valid NSIC Certificate for MSEs along with DIC's (District Industries Centre) Certificate has to be submitted along with the bid.
 - b) If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit the EMD and cost of Tender Document as per NIT, otherwise their offer will not be considered.
21. **Bid Document Fees:** ₹590/-. Tenders submitted without Bid Document Fee are liable to be rejected. Bid document fee is to be submitted physically at SMP, Kolkata Head

Office within the closing of online submission of tender through Bank Draft / Banker's Cheque / Pay Order. Alternatively, Bid Document Fee may be paid by RTGS / NEFT directly into the designated bank account of SMP, Kolkata, as given in the Schedule of Tender.

22. Earnest Money Deposit:

- a) An amount of **₹39,000/-** (Rupees Thirty Nine Thousand only) shall be submitted as Earnest Money Deposit by Banker's Cheque / Bank Draft / Pay Order payable to "Syama Prasad Mookerjee Port, Kolkata". Earnest Money Deposit is to be submitted physically within the closing of online submission of tender through Bank Draft / Banker's Cheque / Pay Order. Alternatively, EMD may be paid by RTGS / NEFT directly into the designated bank account of SMP, Kolkata, as given in the Schedule of Tender. Bids not accompanied by EMD are liable to be rejected.
- b) Earnest Money of unsuccessful bidders will be refunded without interest within 2 months of opening of the price bid or on finalization / acceptance of tender, whichever is earlier.
- c) Earnest Money of successful bidder will be returned without any interest after supply, installation, and commissioning of the ENC producing software as mentioned in this NIT.
- d) The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

SECTION – C: Techno-commercial Bid

1.0 Pre-qualification Criteria

The prequalification criteria will be as given below and the bidder is required to upload the **scanned copies** of the following documents as part of its Techno-commercial bid:

- I. Self-certified true copy of Work Orders & Work Completion Certificates for similar nature of works carried out in Government / semi-government / statutory local bodies / reputed private organizations during the **last 7 (seven) years** ending last day of month previous to one in which NIT is invited and the experience should be **either** of the following as detailed below:
 - a) **03 (Three)** completed works each costing not less than **40%** of the estimated amount put to tender for one year i.e. **₹7,80,000/-**;
 - b) **02 (Two)** completed works each costing not less than **50%** of the estimated amount put to tender for one year i.e. **₹9,75,000/-**;
 - c) **01 (One)** completed work costing not less than **80%** of the estimated amount put to tender for one year i.e. **₹15,60,000/-**.
 - Work experience as a **sub-contractor** shall not be considered as a requisite qualification.
 - ‘Similar nature of works’ means supplying & installation of advanced electronic hydrographic surveying / marine navigation software.
- II. Copies of Annual Financial Turnover (Audited Balance Sheet and Profit & Loss Statement) of the bidding firm during the last three years, ending on **31-03-2022** (i.e., 2019-20, 2020-21, and 2021-22) and the same should be audited as per relevant norms wherever required / relaxation for start-ups as per GOI norms. The average should be at least **30%** of the estimated amount put to tender (i.e. **₹5,85,000/-**).

2.0 Documents to be Submitted

Scanned self-certified copies of the following documents are required to be submitted:

- a) PAN
- b) Goods and Service Tax (GST) registration certificate
- c) ESI registration certificate
- d) EPF registration certificate
- e) Valid Trade License / MSME registration / Start-up registration / valid NSIC registration certificate
- f) Valid Professional Tax Clearance Certificate / up to date tax payment challan
- g) A cancelled cheque
- h) Self-certified true copy of Bank Draft / Pay Order etc. for Cost of Tender Document / NSIC Registration Certificate.
- i) Duly filled in and signed Format of Undertaking ([Annexure – VI](#)).
- j) 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.
- k) Self-declaration of 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.

- l) A list of works which are in hand at the time of submitting the offer, titled '**Concurrent Commitments of the Bidder**'.
- m) Last page of Format for Price Bid & the Form of Tender duly filled up (**without price quoted**) and duly signed & stamped by the bidder.
- n) Proof of Earnest Money Deposit (EMD)
- o) All other forms and formats as may be required for a particular bidder that are given in this Tender Document duly filled-in (refer [Annexure – VII](#) for a list of the same)

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

N.B.-2: Even though the bidders may meet the above qualifying criteria, they may still be subjected to disqualification if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.

N.B.-3: All the bidders should submit the e-tender in accordance with the mode of submission of bids as has been detailed earlier ([Section – A](#)).

3.0 Cost of e-Tender

Details of remitted cost of e-tender paper should be entered by the participating vendor / contractor in the space provided in the e-tender as indicated hereunder:

- a) Name of remitting vendor / contractor:
- b) Tender No.:
- c) Amount remitted:
- d) Date of remittance:
- e) Bank Draft / Cheque No.:

4.0 Risk Purchase Clause

Risk Purchase Clause will be applicable in terms of relevant clause of G.C.C (Available in SMPK website).

5.0 Evaluation

Evaluation will be made as detailed in the Format of Price Bid ([Section – E](#)) of the qualified bids.

6.0 Additional Documents

During the course of examination of the bid, the bidder, if asked for, shall furnish any other additional document(s) for the purpose of evaluation of his bid.

7.0 Acceptance of Tender

- a) Syama Prasad Mookerjee Port, Kolkata (SMPK) reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- b) Any attempt to exercise undue influence in the matter of acceptance of tender is strictly prohibited and any bidder who resorts to this will render his tender liable to rejection.

- c) The successful bidder will be notified in writing of the acceptance of his tender (Letter of Intent). The “Bidder” then becomes the “Contractor” and he shall forthwith take steps to execute the Contract Agreement upon issue of Letter of Acceptance (Form – C) and fulfil all his obligations as required by the Contract.

8.0 Miscellaneous

- a) Bidder shall submit his offer for complete Scope of Work, strictly in accordance with the conditions laid out in this tender document. Any deviation from the tender document and / or any incomplete tender shall not be considered.
- b) The bidder shall not impose his own terms & conditions in his offer or quote his rates based on his own terms and conditions. Such e-tenders are liable to rejection at the option of the Board without any further intimation to the bidder.
- c) All measuring units are in the metric system and rates & sums in the tender are in Indian Rupee (INR). The language used for communication throughout the contract period shall be English.
- d) **The bidder shall give a declaration about the names of their relations employed in Syama Prasad Mookerjee Port, Kolkata.** It is not the intention to debar the bidders from the contract if their relatives are working in SMPK, but such a declaration is necessary in the interest of Board against any possible lapses.
- e) **Price Bid** shall be submitted as per the enclosed format (Section – E) without any condition or deviation. Both Techno – Commercial and Price bids would be opened together electronically in the same date as mentioned in the SOT of this NIT.
- f) *Undertaking*: The bidder shall submit an undertaking in accordance with the proforma given at Annexure – VI. With this, there will be no necessity to upload signed bid document and GCC.

9.0 Deviations

Bidders are advised to submit quotation based upon Technical Specification, Terms and Conditions, Scope of Work, etc. contained in this Tender Document and General Conditions of Contract and not to stipulate any deviation. Should it, however, become unavoidable, deviations should be suggested during Pre-Bid meeting. SMP, Kolkata reserves the right to accept or reject the suggested deviations. No deviation from the laid down conditions of the Bid Document is firm unless it is notified by SMP, Kolkata.

10.0 Corrigenda / Addenda

Please note that there is no provision to take out the list of the parties downloading the tender document from the website mentioned in the NIT. As such, bidders are requested to see the website once again before the due date of the tender opening to ensure that they have not missed any corrigenda / addenda uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda/addenda, if any, will be that of the downloading parties. No separate intimation in respect of corrigenda / addenda to this document (if any) will be sent to tenderer(s) who have downloaded the documents from website.

11.0 Discrepancy / Omission

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

of the contract at the following address:

Director, Marine Department,
15 Strand Road, Kolkata – 700 001

12.0 Holiday / Bandh

In case of unscheduled Holiday / Bandh on the date of pre-bid meeting / opening of tender, the same will be opened on the next working day at the scheduled time.

13.0 Qualifying Expressions

Price Bids containing any sort of qualifying expressions will be rejected.

14.0 General Conditions of Contract

The General Conditions of Contract of SMP, Kolkata shall be applicable wherever relevant.

15.0 Security Deposit

- a) After the issuance of Letter of Intent, Security Deposit shall be submitted within **15 (fifteen) working days**. Work order will be issued immediately after receipt of Security Deposit.
- b) Successful tenderer will submit Security Deposit for a sum equivalent to **5%** of the **total evaluated price of the tender** and as accepted by SMP, Kolkata, in the form of Demand Draft / Bank Transfer in favour of 'Syama Prasad Mookerjee Port, Kolkata'.
- c) The Security Deposit will be released within 60 days after successful completion of the contract without any interest.
- d) SMP, Kolkata shall encash the Security Deposit in the event the contractor fails to supply the ENC producing software as desired by SMP, Kolkata and as described in the [Scope of Work](#) within 60 calendar days of the issuance of work order by the Engineer of the contract or his authorised representative, or when any amount is to be recovered from the Contractor as penalty or deduction and the contractor fails to remit such amount within 30 days after due notice given in this regard
- e) The Director, Marine Department shall have the right to ask for the extension of the above Security Deposit till such time the contractual obligations are fulfilled and the Contractor will be duty bound to extend the same as asked by Director, Marine Department.

16.0 Duties & Taxes (GST)

- a) The prices quoted shall be including all statutory levies, excluding GST, which will be paid extra. GST shall not be considered for evaluation of the bids.
- b) Suppliers / service providers are to confirm that the GST amount charged in invoice is declared in its return and payment of taxes is also made.
- c) The supplier / service provider agrees to comply with all GST laws, including GST acts, rules, regulations, procedures, circulars and 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. Service provider should ensure accurate transaction details, as required by GST laws, are uploaded timely in GSTIN. In case there is any mismatch between the details so uploaded in GSTIN by supplier/ service provider and details available with SMP, Kolkata, then payments maybe retained from due payments till such time SMP, Kolkata is not sure that accurate tax amount is finally reflected in the GSTIN to SMP, Kolkata's account and is finally available to SMP, Kolkata in terms of GST laws and that

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

- d) 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.
- e) Supplementary invoices / Debit note / credit note for price revisions to enable SMP, Kolkata to claim tax benefit on the same shall be issued by the contractor for a particular year before September of the succeeding Financial Year.
- f) The purchase order / work order shall be void, if at any point of time contractors are found to be a blacklisted dealer as per GSTIN rating system and further no payment shall be entertained.
- g) If any new taxes and duties, increase in existing taxes and duties are imposed by the Central / State Government and is applicable in this contract, these shall be paid by the Board in addition as the same are not included in the quoted rate.

17.0 Pricing of Bid

- a. **General:** The Bid shall be quoted in and as per the Format of Price Bid ([Section – E](#)).
- b. **Currency of Quotations:** The bidder shall indicate the prices in Indian Rupees (INR) only. The bidder shall not quote in any other currency other than Indian Rupees (INR).

**Director, Marine Department,
Syamaprasad Mookerjee Port, Kolkata,
15, Strand Road,
Kolkata-700 001**

SECTION – D: Scope of Work

1.0 General Description of Work

- a) Chief Hydrographer's Section under the Marine Department, Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata) intends to procure 1 no. ENC producing software, to enable production of ENC's for the River Hugli for navigation purpose. The software should be under warranty for a period of 1 year from the date of commissioning.
- b) The supplied software will be installed on an existing desktop PC of SMP, Kolkata.
- c) Annual upgradation of the supplied software on the expiry of the 1-year warranty period will be taken up separately. However, any software update that may be released by the OEM during the course of the 1-year warranty period, should be provided to SMP, Kolkata.
- d) The bidders are requested to submit their offer for supply, installation and commissioning of ENC producing software, in the format of Price Bid.

2.0 Time of Completion

The supply, installation and commissioning of 1 no. ENC producing software will have to be completed in all respect within **60 calendar days** from the date of issuance of the work order, failing which specified LD clause for delay in handing over the software shall apply.

3.0 Specifications

The following list gives the basic specifications which are essential in the supplied ENC producing software.

- a) The ENC producing software should mandatorily be developed by any of the IHO Stakeholders Software Providers listed at <http://www.iho-ohi.net/stakeholders/SoftwareProvider.php>.
- b) The software should be able to produce a complete ENC / IENC, starting from scratch, with proper validation as per IHO S-58.
- c) The software should be easy to use, having filtering functions for object selection, area clipping, feature copying, multi-feature encoding and importing depth data (xyz files). It is desirable to have import option for contour data in dxf format.
- d) The software should allow digitisation from TIF / jpeg / other image format files in tracing mode. The module to geo-reference such files, if not included in the supplied software, must be provided separately. No separate payment on account of georeferencing software will be paid.

4.0 Deliverables

- a) ENC producing software (inclusive of software to geo-reference image files) – 1 no.
- b) Manual / Operational instructions Kit
- c) Support over email / remote access for any troubleshooting needs during the 1-year warranty period.

5.0 Training to be imparted to Officers

- a) Pre-acceptance training, preferably offline, for a suitable period should be planned and undertaken by the contractor immediately after the supply and installation of the ENC production software has been completed. *Please note that only on completion of this training will the software be considered to have been accepted as*

commissioned by SMP, Kolkata.

- b) One additional training programme should be organised by the contractor after the completion of at least 4 (four) months from the date of supply. The date for the additional training will be finalised on a mutually agreed day between the contractor and SMPK.
- c) The contractor will have to make their own arrangements for boarding & lodging of their training team in Kolkata, if so required.

6.0 Timelines for Delivery / Billing

Sl. No.	Description of Event	Timeline
1	Issuance of Letter of Intent	---
2	Submission of <u>Security Deposit</u>	Within 15 days of (1)
3	Issuance of Work Order	After (2)
4	Submission of Form of Agreement (<u>Annexure – III</u>)	Within 15 days of (3)
5	Supply of software as per Tenderdocument	Within 60 days of (3)
6	First phase of training for Officers	Alongwith (5)
7	Acceptance of software by SMP, Kolkata	At the end of (6)
8	Submission of purchase & supply bill	Anytime after (7)
9	Release of Security Deposit	Within 2 months of expiry of warranty period

8.0 Bid Opening, Evaluation and Comparison of Bids

- a) SMP, Kolkata reserves the right to accept price part of the offer (Part-II) of only such bidders whose technical and commercial aspects of the proposals (Part-I) are acceptable and complete. SMP, Kolkata's decision in this regard shall be final and binding on the bidders.
- b) *Part-I (Technical and Commercial Aspects) and Part-II (Price part of the offer):* Both Part-I & Part-II will be opened together electronically on the scheduled date.
- c) *Part-II (Price part of the offer):* Price Bids of only those bidders will be considered, whose Technical and Commercial proposals are complete and acceptable. The Bids received and accepted will be evaluated by method indicated in the Format of Price Bid.

9.0 Signing of the Contract

The successful bidder(s) will have to make arrangements for signing a formal agreement with SMP, Kolkata on a non-judicial Stamp paper of ₹50/- as per Annexure – III within 15 days from acceptance of work order.

10.0 Mode of Billing and Payment

- a) **Cost of purchase & supply:** After successful installation, commissioning, and acceptance of the software in totality by SMP, Kolkata, and after completion of the **first (pre-acceptance)** training, Tax Invoice in quadruplicate will need to be submitted. Payment of the total cost plus applicable GST will then be made.
- b) **Release of Security Deposit:** After successful completion of one year's warranty period, the Security Deposit held by SMP, Kolkata will be released on receipt of an application from the contractor. *Please note that additional training as per 5.0(b) has to be mandatorily completed within the contract period before release of Security Deposit*

can be considered.

- c) **Billing procedure:** The Tax Invoice in quadruplicate is to be submitted to the office of the Chief Hydrographer, Marine Department, 15 Strand Road, Kolkata -700001 giving details of Bank Particulars for payment, viz. (i) name of bank (ii) branch name, (iii) branch code, (iv) designated account number etc. required for on-account payment.
- d) Payment shall be released to the contractor within 45 days on submission of clear bills.

11.0 Liquidated Damage & Termination of Contract

In the event of supply, installation, commissioning and training not being completed as perschedule, Chief Hydrographer shall be at liberty (in each such case) to deduct from any sum of money then due or to become due to the Contractor as and for Liquidated Damages @ ½% of the Contract Price (total cost of the software) per week or pro rata for each day of the week subject to a ceiling of 10% (Ten percent) of the Contract Price (total cost of the software);

PROVIDED ALWAYS that if the representatives shall certify in writing that such delay or any portion thereof has arisen either in connection with works of the Contractor from a general strike or sectional strike of workmen or other general or sectional disputes of workmen or employers or combinations of workmen and employers or accidental fire or destruction of the Contractor's works or from Act of God or other causes which in the opinion of the representative were unavoidable and could not be foreseen or overcome by the Contractor then and in such cases the Competent authority shall have power to extend accordingly the time fixed for completion.

12.0 Compliance of Relevant Acts, Ordinances, etc.

- a) The Contractor shall be required to comply with all relevant acts and laws including the Minimum Wages Act, 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947 and the Contract Labour (Regulation & Abolition) Act, 1970 or statutory amendment and the modifications thereof or any other laws relating thereto and the rules made there under, from time to time.
- b) It will be the duty of the Contractor to abide by all the provisions of the Acts, Ordinances, Rules, Regulations, By-laws, procedures as are lawfully necessary in the execution of the works. The Contractor will be fully responsible for any delay, damage, etc. on his part and shall keep SMP, Kolkata indemnified against all penalties and liabilities of any kind for non-compliance or infringement of any kind, any such Act, Ordinances, Rules, Regulations, By-laws and Procedures etc.
- c) The Contractor shall indemnify SMP, Kolkata against payment to be made under or for the observance of the aforesaid Acts, Ordinances, Rules, Regulations, By-laws and Procedures, without prejudice to his right to claim indemnity from his Subcontractors.
- d) The aforesaid Acts, Ordinances, Rules, Regulations, By-laws and Procedures shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

13.0 Interpretation of Contract Documents, Disputes & Arbitration

- a) In all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the

completion and whether before or after the determination, abandonment or breach of the contract, the decision of the Engineer shall be final binding on all parties to the contract and shall forthwith be given effect to by the Contractor.

- b) If the Contractor is dissatisfied with any such decision of the Engineer or his representative, he shall within 15 days after receiving notice of such award / decision, require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.
- c) If there is still no settlement as mentioned at Clauses 14(a) & 14(b), the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 including all amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrator and inform the other party within 60 days. If the other party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996, including any amendment thereof.
- d) Notwithstanding anything contained herein above, SMPK also reserve the right to invoke arbitration in all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract etc.
- e) The place/ jurisdiction of arbitration shall be in Kolkata, West Bengal, India.
- f) The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid equally by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the successful Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the Party.
- g) Pending the submission of and / or decision on a dispute, difference or claim or until the arbitral award is published, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.
- h) The request for arbitration, the answer to the request, the terms of reference, any written submission, any order and ruling shall be in English language and if oral hearings take place, English shall be the language to be used in the hearing.
- i) Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

Provided Always as Follows:

- i) The Contractor shall have to raise disputes or differences of any kind whatsoever, in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and

before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.

- ii) No dispute or difference on any matter whatsoever pertaining to the contract can be raised by the Contractor after submission of certificate in form G.C.3 by him.
- iii) Contractor's claim / dispute raised beyond the time limits prescribed in Sub-clauses (a) & (b) herein above, shall not be entertained by the Engineer and / or by any Arbitrator, subsequently.

SECTION – E: Format of Price Bid

PURCHASE OF ELECTRONIC NAVIGATIONAL CHART (ENC) PRODUCING SOFTWARE FROM IHO LISTED SOFTWARE PROVIDERS WITH 1-YEAR WARRANTY PERIOD

Sl. No.	Description of Item	Quantity	Price per unit (INR)	Total Amount (INR)
1	Supply, installation & commissioning of 1 no. ENC producing software described in Scope of Work above.	01 no.		
2	Pre-acceptance and Additional Training costs, as detailed in Clause 5.0 in Annexure - D	02 nos.		
Grand Total				

**GST would be considered extra as per the extant rate*

**Signature of the Contractor
Company Seal**

**Evaluated value of the Tender
= [Grand Total] INR**

ANNEXURE – I: Form of Tender

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

**The Director, Marine Department,
SMP, Kolkata,
15 Strand Road,
Kolkata-700 001**

Dear Sir,

We, M/s....., having read and fully understood the specifications, conditions of tender and general conditions of contract hereby tender to supply, instal & commission **1 no. ENC producing software** as per specifications required, under Marine Department of Syama Prasad Mookerjee Port, Kolkata, to the Board for Syama Prasad Mookerjee Port, Kolkata in accordance with and as set forth in Notice Inviting Tender, General Conditions of Contract, etc.

The quotations have been submitted in Cover-I and Cover-II as stipulated in your Tender Document. We also confirm that no condition has been stipulated in the price bid in Cover-II.

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 Board, shall constitute the contract.

We have annexed Original Demand Draft / Pay Order / Bankers Cheque No dt ... of Bank for ₹.....

We also agree to abide by this tender for a period of 120 days from the opening of Techno-commercial Part (Part-I) and in default of our so doing, we accept that SMP, Kolkata may forfeit the Earnest Money deposited by us.

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

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

Yours faithfully,

Dated.....

Signature.....

Full Address.....

(Seal)

ANNEXURE – II: Format of Agreement

(on a Rupees Fifty Non-judicial stamp paper)

Agreement for supply, installation & commissioning of 1 no. ENC producing software, under Marine Department of Syama Prasad Mookerjee Port, Kolkata

This Agreement made on theday of2022 between the Board of the Port of Kolkata, a body corporate constituted by the Major Port Authorities Act 2021 (No.1 of 2021) having its Head Office at 15 Strand Road, Kolkata-700001 hereinafter called “Board” (which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part and

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

WHEREAS the Board are desirous of supply, installation & commissioning of 1 no. ENC producing software, under Marine Department of Syama Prasad Mookerjee Port, Kolkata, according to the specifications detailed in the Tender Document, should be carried out by the Contractor in a satisfactory manner and have accepted a tender by the contractor for the said work;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

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

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

i) The Tender /offer and the acceptance of the tender/offer including terms and conditions finalised and accepted by both parties prior to opening of price Bid submitted by the Contractor.

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

iii) The Price Bid as submitted by the contractor and as accepted by the Board. iv) The work order no.dated.....

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

3. In consideration of the payments to be made by the Board to the contractor as hereinafter mentioned, the Contractor hereby covenants with the Board to execute the work of supply, installation & commissioning of 1 no. ENC producing software, under Marine Department of Syama Prasad Mookerjee Port, Kolkata as per conditions & Scope of Work identified in documents noted in para-2 above and to the order of the Board in conformity in all respects with the provisions of the contract.

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

In witness whereof the parties have caused their respective Common Seals to be hereunto affixed the day and year first above written.

The common seal of the Board for the Syama Prasad Mookerjee Port, Kolkata was hereunto affixed in the presence of

Authorised Signatory of the Contractor

Director, Marine Department

Common Seal of the contractor

Witness:

1.....

2.....

ANNEXURE – III: Covering Letter

Ref. No.

Dated:

**The Chief Hydrographer,
Marine Department,
Syama Prasad Mookerjee Port, Kolkata,15,
Strand Road, Kolkata – 700001**

Dear Sir,

- 1) We _____ (Name of Bidder) having examined the Tender Document and understood its contents, hereby submit our Tender for _____ (please mention the work of the tender).
- 2) All information and proofs provided in the Tender including Addenda and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.
- 3) We shall make available to Syama Prasad Mookerjee Port, Kolkata any additional information it may find necessary or require to supplement or authenticate the Tender.
- 4) We, _____ (Name of Bidder) hereby undertake that we will abide by the decisions of SMP, Kolkata in the matter of examination, evaluation and selection of Successful Bidder 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 Government 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 Addenda, 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 annul 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 – IV: 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.

ANNEXURE – V: Format of Undertaking

Tender No.: MRN/CH/DRW/92/23dated 16.05.2023

Ref. No.....

Dated:

**The Director, Marine Department,
Syama Prasad Mookerjee Port, Kolkata,
15, Strand Road, Kolkata – 700001**

Dear Sir,

We,.....have fully read and understood the entire Tender Document, GCC, Corrigenda and Addenda, if any, downloaded from enivida under the instant e-tender and no other source, and will comply with the said document, GCC, Corrigendum and Addenda.

We are submitting this undertaking in lieu of submission of a signed copy of the full tender documents, its corrigenda and addenda (if any), and the GCC.

Yours faithfully,

Signature of Tenderer.....

Name:

Designation:

Date:

Seal of the tenderer.....

FORM – A: Details of Bidder

1. Name of the Contractor/Company:
2. Address of the Registered Office of the Contractor/Company:
3. Name and Designation of the Authorized signatory:
4. Office phone number of the Authorized Signatory:
5. Office fax number of the Authorized signatory:
6. E-mail of the Authorized signatory:
7. PAN Card Number of the Contractor (please attach photocopy of the both sides of the PAN Card):
8. GST Registration Number:
9. Particular of work experience (one instance only – please attach photocopy):
 - a) Name and address of Client:
 - b) Name of work:
 - c) Value of work:
 - d) Time of commencement and completion of the job:

Authorized Signatory(Company Seal)

FORM – B: Proforma of Performance Certificate/Credential of Works

(To be issued on Issuing Authority's letterhead duly signed with office seal)

1	Name of the Certifying Authority	
2	Name of the work	
3	Name of the Contractor	
4	Schedule date of commencement and completion of the work as per Work Order	
5	Date of actual commencement of work & date of actual completion	
6	i) If there is time overrun, whether delay is due to the contractor (Yes/No.): ii) If yes, what is the extent of delay attributable to the contractor	
7	Sanctioned Tender value & Actual value executed:	
8	Quality of work (Excellent/ satisfactory/ poor)	
9	Remarks	

FORM – C: Proforma of Letter of Acceptance of the Work Order

(To be written in the official letterhead of the Contractor)

No.

Date:

**The Chief Hydrographer,
Marine Department,
Syama Prasad Mookerjee Port, Kolkata**

Sub: Supply, installation & commissioning of 1 no. ENC producing software, under Marine Department of Syamaprasad Mookerjee Port, Kolkata

Ref: Your Work Order No. _____ dated ____

Sir,

I/We agree to carry out the subject work as per terms of the Work Order under reference and in compliance to the Tender stipulations.

We will commence the work from ____ (insert date) or as instructed by you / your representative.

Yours faithfully,

Authorized Signatory(Company Seal)

ANNEXURE – VI: Check List

Tender No.: MRN/CH/DRW/92/23dated 16.05.2023

(Bidders are requested to check the list given below while uploading their offer)

Sl. No	Document / Proof	(Yes / No)	Reference Document Tag / Remarks
1	Photocopy of Bid Document Fee payment proof		
2	Filled up Form of Tender as per Annexure – I		
3	A separate covering letter addressed to the Director, Marine Department as per format given in Annexure - III		
4	Details of ECS like (i) Name of the Bank with Code No., (ii) Address, (iii) A/C No., (iv) Name of the Branch (IFSC Code) with MICR Code/RTGS as applicable (Annexure – IV)		
5	Proof of Earnest Money Deposit (EMD)		
6	An undertaking as per format, as per Annexure - V		
7	Brief particulars of the Firm (see Form – A)		
8	Details of similar work carried out by the firm with value of each work supported by authentic documents like Work order / Agreement, Performance Certificate, etc. (see Form – B)		
9	Copy of Trade License		
10	Copy of GST Registration Certificate		
11	Copy of PAN Card		
12	Certified copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable		
13	Letter of authority, if any		
14	Audited Annual Accounts for 2019-20, 2020-21 & 2021-22, supported by a Certificate from a Chartered Accountant		
15	ESI Reg. No. (if any)		
16	Copy of Current E.P.F. Registration		
17	Certificate from respective OEM stating that no malicious content exists in the hardware and software.		