



BID DOCUMENT

FOR

बज बज में 5 नं. जेट्टी के बाहरी बाढ़  
मूरिंग बॉय की मरम्मत और पुनः बिछाने के लिए निविदा ।

TENDER FOR REPAIR AND RE-LAYING OF OUTER FLOOD  
MOORING BUOY OF NO. 5 JETTY AT BAJ BAJ

Kolkata Dock System E-Tender Notice

Tender No. MRN/HMP/2/8/158, Dated 05.06.2023

Estimated Cost – Rs. 6 Lakh

*ISSUED BY :*

HARBOUR MASTER (PORT)

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

SUBHASH BHAWAN

40, C.G.R. Road,

KOLKATA – 700 043

Website: ([www.smporkolkata.shipping.gov.in](http://www.smporkolkata.shipping.gov.in) ).

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**SYAMA PRASAD MOOKERJEE PORT, KOLKATA**

**Marine Department**

**1.0 NOTICE INVITING TENDER**

Tender No. MRN/HMP/2/8/158,	Dated 05.06.2023
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SMP, Kolkata intends to Repair & Re-laying of Outer Flood mooring buoy of No.5 Jetty at Baj-Baj which is nearly fully submerged.

Tenders are invited for the above work from reputed, bonafide contractors who meet the pre-qualification criteria:-

The Bid Document may be seen from the RailTel Portal <https://SMP,Kolkata.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.smpportkolkata.shipping.gov.in](http://www.smpportkolkata.shipping.gov.in) ).

**2.0 SCHEDULE OF TENDER (SOT)**

Tender No.	<b>TENDER NO. : MRN/HMP/2/8/158 Date: 05.06.2023</b>
Tender Authority	Director, Marine Department, Syama Prasad Mookerjee Port, Kolkata.,15, Strand Road, Kolkata-700001, Phone:033-2230-3214- Extn:375, Fax No: 033-2231-3271 E-mail: <a href="mailto:dmd@kolkataporttrust.gov.in">dmd@kolkataporttrust.gov.in</a> Website: <a href="http://www.smpportkolkata.shipping.gov.in">www.smpportkolkata.shipping.gov.in</a>
Mode of Tender	e-Procurement System (Online single part Techno-Commercial Bid and Price Bid) through RailTel Portal <a href="https://SMP,Kolkata.enivida.in">https://SMP,Kolkata.enivida.in</a>  The intending bidders are required to submit their offer electronically through RailTel Portal “ <a href="https://SMPK.enivida.in">https://SMPK.enivida.in</a> ”. No physical tender is acceptable by Kolkata Dock System.
Estimated Cost of Work	<b>Rs. 6 Lakh.</b>
i) Earnest Money Deposit @2%	The intending bidders should deposit Earnest Money (EMD) equivalent to an amount of <b>Rs. 12,000/-</b> (Rupees Twelve thousand only) to Syama Prasad Mookerjee Port, Kolkata separately 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, Current Account No.: 227002000000018. IFS Code: IOBA0002270. Concerned vendors / contractors must ensure that the

	<p>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 of remitted:  e. U.T.R No.</p>
ii) Tender Document Fees	The intending bidders also should submit the tender fee of <b>Rs. 590/-</b> (Rupees Five hundred ninety only) including GST @18% (non refundable) by RTGS / NEFT to Syama Prasad Mookerjee Port, Kolkata as detailed above.
Date of NIT available to parties to download.	From 05.06.2023 after 1700 hrs
Off line Pre-Bid Meeting date and time	At <b>1400</b> hours on 12.06.2023 at the Office of Harbour Master (Port), Marine Department, SMP,Kolkata, "Subhas Bhaban" 40, Circular Garden Reach Road, Kolkata – 700043.
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	27/06/2023 at 1000 hrs.
Date and time of opening of Techno-commercial Bid & Price Bid	27/06/2023 after 1100 hrs.

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

### 3.0 IMPORTANT INSTRUCTIONS FOR E-TENDER

This is an e-procurement event of SMP, Kolkata. The e-procurement service provider is 'enivida' Portal. You are requested to read the terms & conditions of this tender before submitting your online tender.

#### 3.1 Process of E-tender:

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

Contact Person (Syama Prasad Mookerjee Port, Kolkata):

Debasis Paria, Harbour Master (Port)  
Email : [hmp@kolkataporttrust.gov.in](mailto:hmp@kolkataporttrust.gov.in)

Capt. Suvodip Kar  
Asst. Mooring Master  
Email : [karsuvodip@kolkataporttrust.gov.in](mailto:karsuvodip@kolkataporttrust.gov.in)

Contact persons (enivida Portal):  
Phone No.7278929467/8448288981  
Mail id: [enividahelpdesk@gmail.com](mailto:enividahelpdesk@gmail.com)/[ewizardkumar@gmail.com](mailto:ewizardkumar@gmail.com)

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

- 3.2 Single stage single part system comprising of two parts i.e. (i) Techno-Commercial Bid and (ii) Price Bid.
- 3.3 All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- 3.4 In case of failure to access the payment towards cost of tender document & EMD for any reason, the vender, in term will not have the access to on line e-tender and no correspondence in this respect will be entertained and SMP, Kolkata will not be responsible for any such lapses on this account.
- 3.5 All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by SMP, Kolkata. Hence the bidders are required to ensure that their corporate email ID provided is valid and updated.
- 3.6 (i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender

opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.

(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to bidder(s) who have downloaded the documents from website. <https://kopt.enivida.in>

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

3.8 **Bidding in e-tender:**

- i) Bidder(s) need to submit necessary EMD and tender fees (Cost of Tender Document) to be eligible to bid online in the e-tender. Tender fee is non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by SMP, Kolkata.
- ii) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
- iii) The bidder(s) who have submitted the above fees can only submit their Techno-Commercial Bids and Price Bid through internet in website <https://kopt.enivida.in>
- iv) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- v) The e-tender floor shall remain open from the pre-announced date and time and for as much duration as mentioned above.
- vi) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful bidder shall be called hereafter SUPPLIER / CONTRACTOR.
- vii) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- viii) SMP, Kolkata reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- ix) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms and conditions for the tender.
- x) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender

floor / tender document.

- 3.9 Any order resulting from this open e-tender shall be governed by the terms and conditions for the tender.
- 3.10 After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
- 3.11 The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <https://kopt.enivida.in>
- 3.12 The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
- 3.13 The bid will be evaluated based on the filled-in technical & commercial formats.
- 3.14 The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
- 3.15 Necessary addendum / corrigendum (if any) of tender would only be hosted in the e-tendering portal <https://kopt.enivida.in> .
- 3.16 Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document having valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.
- 3.17 If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document and submit "Bid security declaration" as per NIT. Otherwise their offer for those items will not be considered.
- 3.18 Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) certificate has to be submitted along with the bid
- 3.19 Due date of submission of Tender will not be extended under any situation.

#### 4.0 **GENERAL CONDITIONS OF THE CONTRACT**

- 4.1 General Conditions of Contract (GCC), which is available in the SMP, Kolkata website for download, will form an integral part of the tender document. The tenderer shall examine carefully the General Conditions of Contract. Tender for the above work should be submitted in accordance with the Bill of Quantities as

specified in this tender and in accordance with the Special Conditions of Contract & General Conditions of the Contract. The Special Condition of Contract will prevail over and above the General Conditions of Contract. Only those Clauses, Forms or Formats of the aforesaid GCC, which are not covered anywhere in this Tender Document, shall be applicable.

#### 4.2 **Format and Signing of the offer document:**

- a) The offer / bid have to be entered online by the bidder using Digital Signature and Encryption. All other / supporting documents must be in indelible ink and should be signed by the person(s) duly authorised to sign on behalf of the tenderer. Such authorisation shall be indicated by written power-of-attorney. The name and position held by each signatory of the said documents must be typed or printed or sealed below the signature.
- b) The documents should contain no interlineations, erasers or over-writing except as necessary to correct the errors made by the tenderer in which case such corrections should be initiated by the person(s) signing the documents.
- c) Bids must be submitted for executing all works involved, as mentioned under aforesaid “ Scope of Work” ; and any offer received for doing a portion of the work with responsibility for carrying out the remaining works by the Trustees’ other contractors, will be liable for outright rejection.

### 5.0 **SPECIAL CONDITIONS OF THE CONTRACT**

#### 5.1 **Earnest Money Deposit (EMD):**

- a) An amount of **Rs. 12,000/-** (Rupees Twelve thousand only) shall be deposited to Syama Prasad Mookerjee Port, Kolkata separately by RTGS / NEFT along with their offer directly into the designated bank account of Syama Prasad Mookerjee Port, Kolkata.
- b) 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 en-cashed. Tender submitted without EMD shall not be considered.
- c) 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.

#### 5.2 **Pre-Qualification criteria:**

- i) Bidder must be experienced, bonafide and reliable in carrying out the above work.



ii) Experience of having successfully completed “**similar works**” during the last 7 years ending 31.03.2023 should be either of the following:

a) Three similar completed works each costing not less than 40% of the tender value **i.e. Rs. 2, 40,000/-**.

OR

b) Two similar completed works each costing not less than 50% of the tender value **i.e. Rs. 3, 00,000/-**.

OR

c) One similar completed work each costing not less than 80% of the tender value **i.e. Rs. 4, 80,000/-**.

iii) Average annual financial turnover of the Bidder should not be less than 30% of estimated cost i.e. **Rs.1, 80,000/-** in any one year during the last three years. The certified copies of Balance Sheet as well as Profit and Loss Accounts are required to be submitted.

iv) Claims for fulfilling the above criteria must be adequately supported by appropriate documents like work order, performance certificate from Clients, Company's Annual Reports, Audited Balance Sheet and Profit and loss account for last 3 Years, Current P.F. statement, Trade license, E.S.I. Registration or documents specified here in. The firm should also submit documents/statements in support of compliance of Minimum Wages Act.

**Note:** The Bidder shall be bound to produce the original of all the documents for which scanned copy have been submitted, if /as demanded by KDS, SMP, Kolkata, at any point of time.

“**Similar work**” shall mean experience of laying/repairing mooring buoy system or removing underwater obstruction / impediments or laying / repairing of floating jetties or salvaging of wreck.

### 5.3 **Validity of Offer:**

- a) The tender including Price Bid shall remain valid for acceptance for a period of 180 days from the actual date of opening of price bid of the tender.
- b) Prior to expiry of the validity period as indicated in the original tender, KDS, SMP, Kolkata may request bidders to extend the validity for a specified period.

### 5.4. **Scope of Work:**

The outer flood buoy of No.5 Jetty at Baj- Baj is almost fully submerged. The buoy needs to be repaired and re-laid with existing mooring materials. In case the buoy is beyond repair, another mooring buoy from Kolkata needs to be placed in the same position after painting and minor repairs if required.

**THE ABOVE WORK IS TO BE COMPLETED WITHIN 7 DAYS FROM THE ISSUANCE OF WORK ORDER**

**5.5 Other Conditions.**

(i) Necessary insurance coverage, if any for his workmen is to be arranged by the contractor. He shall also have to insure the personnel against any injury or death etc. and the charges for this shall be borne by the contractor.

(ii) The contractor shall be solely responsible for the satisfaction of and shall at all time indemnify the Trustees' against any claims or actions arising from accident or injuries to workmen or other persons or damage to property which may arise during the execution of this contract or from the breach of any law or regulation prior to completion of the job.

(iii) The contractor shall have to indemnify SMP, Kolkata regarding any loss or damage suffered by him or his employees and also to indemnify against any third party claim, which may arise while carrying out the aforesaid assignment.

(iv) The contractor shall also have to follow all the relevant labour laws including Labour Wages Act which are in force and Trustees shall not be responsible / liable in case of any violation thereof in any way. The contractor shall have to settle or to pay all damages or claims, if any passed by any legal authority in any dispute between the contractor and his labourer and SMP, Kolkata will not be responsible / liable in such disputes.

(v) The contractor shall be deemed to have indemnified the Trustees against all claims, demands, actions and proceedings and all cost arising there from on account of pollution of waterways and damaged caused to river, sea or any other structure related to water way in transporting contractors plant and materials.

(vi) The Trustees' reserve the Right to disqualify the Tender, in case they are satisfied that any bribe, commission, gift or advantage has been given, promised or offered by the bidder or on behalf of the bidder to any officer, employee or representative of the Trustees' or to any persons on his or their behalf in relation to acceptance of the Tender.

(vii) The work is to be carried out with minimum possible hindrance of traffic movement.

(viii) **Default of the contractor, Remedies and Power / Termination of the Contract:** Without being liable for any compensation to the contract, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and

works and expel the contractor there from after giving him a minimum three days notice in writing, due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Mooring Master shall be final and conclusive.

- (a) The contractor has abandoned the contract.
- (b) In the opinion of the Mooring Master, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of contractor's lapse.
- (c) The contractor is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
- (d) On failure of contractor not completing the job / willful delay, the work may be ordered to be completed by some other Agency at the risk and expense of the contractor, after a minimum three days notice in writing has been given to the contractor.
- (ix) **Interest not admissible to contractor:** No claim for interest shall be admissible to the contractor at any stage and in respect of any money or balance which may be due to the contractor from the Trustees, for any delay on the part of the Trustees in making interim or final payment or otherwise.
- (x) In case of any dispute arising out of the contract, decision of the Chairman, SMP, Kolkata shall be binding and final on the contractor.
- (xi) The tender should remain valid at least for 6 months from the date of opening of the tender.
- (xii) The Trustees' for the SMP, Kolkata do not bind themselves to accept the lowest of any offer / tender, without assigning any reason whatsoever.

## **6.0 OTHER INSTRUCTIONS**

- 6.1 Online application should be uploaded within the specified date and time of submission after which no application will be accepted. SMP, Kolkata will not be responsible in any way for any delay.
- 6.2 Mere issuance of tender documents will not mean that a particular Bidder will be automatically considered qualified and their bid will be entertained. Such qualification will be reviewed at the time of evaluation of bids.

- 6.3 In case there is an unscheduled Holiday / Bandh / Strike on prescribed last date of submission, the next working date will be treated as the scheduled prescribed day for the same.
- 6.4 The tender paper can be downloaded from SMP, Kolkata website – [www.smpportkolkata.shipping.gov.in](http://www.smpportkolkata.shipping.gov.in) and RailTel Portal <https://SMP,Kolkata.enivida.in>.
- 6.5 While evaluating tenders, regard would be paid to National Defense and Security consideration.
- 6.6 Further amendments, if any, would also appear in the same websites.
- 6.7 One representative of each bidder will be allowed to be present during the opening of the bid provided such representative possesses a written authorization from the bidder.
- 6.8 SMP, Kolkata reserves the right to reject all the tenders or to accept any tender in whole or in part without assigning any reason whatsoever.
- 6.9 The contractor will be issued permits, free of cost for the men, materials, equipment and boat for the purpose of execution of the work awarded to him.
- 6.10 **Language Of Bid:** The Bid and any notations or accompanying documentation must be in English Language only and dimensions / measurements, if any, shall have to be indicated in Metric.

## 7.0 **MODE OF SUBMISSION OF BID**

The tenders are to be uploaded under one cover comprising with two following parts:-

**Part-I** should constitute the Technical Bid and terms and conditions of offer and **Part-II** should constitute only the Price Bid without any deviation and condition.

### 7.1 **Part-I (Techno-Commercial) will contain the following documents:-**

- a Brief particulars of the Firm mentioning company's registration.
- b. Copy of Current Trade License as applicable
- c. GST Registration Certificate
- d. Valid Professional Tax Clearance Certificate/up to date tax payment challan.
- e. Authentic Performance Certificate of similar previous works carried out mentioning value of work and period.
- f. Proof of being registered with Employees' State Insurance Corporation

(ESIC)/ ESI Registration Certificate.

In case the firm is not covered under ESI Act, or exempted, they would furnish necessary documents from appropriate authority along with an affidavit in original affirmed before a first Class Judicial Magistrate in a non judicial stamp paper worth Rs.50/- to that effect as per enclosed SMPK approved format enclosed in Annexure –‘C’. In addition, the bidders not having ESI registration must also indemnify SMPK against all damages and accidents occurring to their labour in a non-judicial stamp paper worth Rs.50/- as per enclosed format (Annexure- ‘D’).

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

In case they are exempted under Provident fund act, they would furnish necessary documents issued by appropriate authority along with an affidavit affirmed before a first class Judicial Magistrate to the effect as per enclosed Proforma (Annexure-‘E’).

- h. Copies of the transaction receipt related to payment of EMD as well as Tender fee.
- i. A separate letter addressing to Director, Marine Department confirming that the bidder has accepted all terms and conditions laid down in the bid document should be enclosed.
- j. Photo Copy of PAN Card and details of ECS like (i) Name of the Bank with Code No., (ii) Address, (iii) A/C No., (iv) Name of the Branch with MICR Code/IFSC (for outsiders).
- k. Self declaration of compliance of Contract Labour Regulation Abolition Act (1970), Workmen Compensation Act and Minimum wage act.
- l. Self declaration of the bidder that the bidding firm has not been debarred/ delisted by any Govt/ Quasi Govt./Public Sector undertaking in India.
- m. Micro and Small Enterprises (MSE’s) shall submit the following documents for availing themselves of waiver of EMD and cost of tender documents:-

i) Valid NSIC Registration Certificate with list of stores / items / services / works for which registration is issued.

OR

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

- n. Power of Attorney in original in connection with signing the tender document.

- o. Filled up “Form of Tender” as per enclosed proforma (**Annexure –‘B’**).
- p. Details of supervision and Liaison set up planned to be used for supervision and co-ordination of the work.
- q. Copies of Audited Balance Sheet and Profit & Loss A/c. for last 3 years (i.e. F.Y. 2019-20, F.Y. 2020-21 & F.Y. 2021-22).
- r. Signed blank copy of the Price Bid Format.
- s. Undertaking: The bidder shall submit following unconditional undertaking while submitting the bid using digital signature.

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

With this there will be no necessity to upload signed bid document and GCC.

- 7.2 The contractor shall submit the documents as per the Check List above (i.e.as mentioned in clause no.-**5.2 & 7.1**) at the time of submission of the bid online. The bids will be summarily rejected without any reference to the bidder if the documents mentioned against clause no. 4.3, 4.4, and 7.1 Sl. No. **b, c, e, h, l,m, n, o, p, q,r, s**, are not submitted with the bid.
- 7.3 The documents uploaded by the bidders will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, punitive action including suspension and banning of business can also be taken against defaulting bidder(s).
- 7.2 **Contents of Part-II (Price Bid) :** The price, in Indian Rupees, shall be submitted as per enclosed format (**Annexure – A**), If any conditions are indicated in the price bid, or if any deviations whatsoever from the accepted format are found, and then the Tender will be rejected. The Bidder shall be required to quote his rates both in word and in figure at the blank spaces against as applicable. If there is any discrepancy between figure and word the price quoted in words would be considered.

Price to be quoted in INR and should be all inclusive excepting for GST as applicable, which would be payable extra at actual separately on production of documentary evidence.

Price Bid must be submitted along with technical bid as per ‘Bill of Quantity’ of the tender document with NO COUNTER CONDITIONS / DEVIATIONS WHATSOEVER.

Price quoted by the tenderer shall remain fixed and no escalation would be allowed.

**Currency of quotations:** The bidder shall indicate the prices in Indian Rupees only. The bidder shall not quote in any other currency other than Indian Rupees.

## 8.0. INSTRUCTION TO BIDDERS

- (i). Bidders are advised to submit quotation based upon Technical specification, terms and conditions, Scope of Work contained in the Bid documents and General Conditions of Contract (the GCC may be downloaded from the SMP, Kolkata website - [www.smpportkolkata.shipping.gov.in](http://www.smpportkolkata.shipping.gov.in), Home page-Rules & Regulations-Non Service Regulations).
- (ii) Tenders not accompanied with Copies of the transaction receipt related to payment of EMD as well as Tender fee are liable for rejection.
- (iii) SMP, Kolkata will not be responsible for any cost or expenses incurred by the bidder in connection with the preparation and submission of his / her bid or for any other expenses in connection with such bidding.
- (iv) The work is to be done as described in Bid-document. The bidder who needs clarification on any specific issue shall inform the Engineer of the contract in writing well in advance of the date of pre-bid discussion at the address given in the next clause.
- (v) If the bidders find any discrepancy or omission in the Bid-documents or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer of the contract, who may send the written explanation to the queries. No oral interpretations shall be made by any bidder as to the meaning, if any, of the provision 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:-
 

Harbour Master (Port), SMP, Kolkata.  
 “Subhas Bhavan”, 40, C.G.R. Road, Kolkata – 700 043.  
 Phone No. 033-2439-1730, email – [hmp@kolkataporttrust.gov.in](mailto:hmp@kolkataporttrust.gov.in)
- (vi) The bidders may please note that the 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 the 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.
- (vii) 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 bidders. SMP,

Kolkata may reject, accept or defer any bid without assigning any reason whatsoever.

- (viii) The General Conditions of Contract of SMP, Kolkata shall be applicable wherever relevant.
- (ix) The Bid any annotations or accompanying documentation shall be in English language only and in metric system.
- (x) Bidders shall set their quotations in firm figure and without any qualifications. Each figure stated should also be repeated in words and in the event of any discrepancy between the amount stated in figure and words, the amount quoted in words shall be deemed to be the correct amount.
- (xi) Price Bids, containing any sort of qualifying expressions will be rejected.
- (xii) Changes to terms and conditions as enumerated in the bid document will not be valid if not notified by SMP, Kolkata in writing to the bidder. In the event of SMP, Kolkata intends to or awards the work against the said bid to the said bidder, and the bidder fails to commence the work in stipulated time, the Earnest Money will be forfeited.
- (xiii) The rate quoted by the bidders shall be exclusive of GST.
- (xiv) 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 to 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, 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.

## 9.0 EVALUATION CRITERIA OF THE PRICE BID.

The bidder will have to quote lump sum cost for the work as stated in the “Scope of Work”. The tenderer must submit their offer online according to the BOQ in the template provided (Annexure-A).

## 10.0 DUTIES AND 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 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 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 retained from due payments till such time SMP, Kolkata is not sure that accurate tax amount is finally reflected in the GSTN 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 on-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 you 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 you are found to a black listed dealer as per GSTN rating system and further no payment shall be entertained.
- g) All bidders to note for execution of work following steps are required to be taken so that SMP, Kolkata can avail the Input Tax Credit, wherever applicable.
- h) The party should ensure that GST invoice raised on SMP, Kolkata tallies with the online data available for input tax credit and as per GST rules.

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

#### **11.0 SECURITY DEPOSIT:**

10% of Evaluated Price will be retained with SMP, Kolkata as Security Deposit till 6 months after satisfactorily completion of the job.

#### **12.0 GUARANTEE:**

The contractor has to guarantee that he should be held responsible for any misalignment occurred during six months from the completion of the job.

### 13.0 INTERPRETATION OF TERMS

- (i) In the Contract and specifications the following works and expressions shall have the following meanings.
- (ii) 'THE TRUSTEES' - The expression "THE TRUSTEES' means the Board of Trustees of the Port of Kolkata.
- (iii) "THE HARBOUR MASTER (PORT)" - The expression "The Harbour Master (Port)" means the office holding that post under the Trustees and includes his successors in office.
- (iv) "THE ENGINEER" - The expression "The Engineer" means the Harbour Master (Port), for the purpose of this contract only.
- (v) "THE ENGINEER'S REPRESENTATIVE": The expression "The Representative" means any officer or person from time to time deputed by the Trustees or Harbour Master (Port) to act on their behalf for the purpose of this contract.
- (vi) "DAY" - means duration of 24 hrs. commencing at 00.00 hours midnight till 2400 hours and includes Sundays and Holidays.

### 14.0 PAYMENT TERM:

Payment will be made on satisfactory completion of the job and after submission of the bills along with Work Done certificate duly certified by Harbour Master (Port) or his authorized representative within 45 working days after submission of bill.

### 15.0 L.D. CLAUSE:

½% of the contract amount per week or part thereof for delay in completion of the job to a maximum ceiling of 10% will be applicable.

### 16.0 SUPERVISION:

The job is to be carried out under supervision and satisfaction of Mooring Master / Harbour Master (Port).

### 17.0 TIME OF COMPLETION:

Stipulated time for completion of the entire job as stated in the scope of work shall be **limited to 7 days only** from the date of issuance of formal work order.

### 18.0 FORCE MAJEURE:

In the event of the contractor, SMP, Kolkata being prevented from fulfilling its obligation or part thereof arising out of this contract due to any Force Majeure event like acts of God (flood, earthquake etc.) or war, civil commotion, strike etc., the affected party shall forthwith but in no case later than 24 hrs. from the commencement of such event, intimate the other party as to the commencement of such event and continue to intimate after every 7 days during continuance of such event. The affected party shall, upon cessation of such event, promptly inform the other party and shall commence its obligation in part or in full arising out of this contract, which was kept suspended due to such events of "Force Majeure".

- 19.0 The successful bidder will be issued permits, free of costs for their men, materials, carrying transport, equipment, etc. for the purpose of execution of the work awarded to him.
- 20.0 SMP, Kolkata will pay the bill through ECS. For this, the successful bidder shall have their Bank Account within the ECS zone prescribed by RBI and to ensure receipt of payment of bills from SMP, Kolkata, they shall furnish the following information immediately after receipt of Work Order.
- a) Bank Account No. of the contractor
  - b) Type of Account – Savings / Current / Cash Credit
  - c) Name of the Bank with Code No.
  - d) Name of the branch with Code No. along with location
  - e) MICR No.
  - f) PAN
  - g) GST Number
- 21.0 All other conditions not mentioned herein will be as per “General Conditions of Contract of SMP, Kolkata (1993)”, available in the SMP, Kolkata website [www.smpportkolkata.shipping.gov.in](http://www.smpportkolkata.shipping.gov.in)

**LIST OF ENCLOSED FORMATS**

<b>Sl No</b>	<b>Formats</b>	<b>Annexure</b>
1.	Price Bid (Cover II) Bill of Quantity	Annexure-A
2.	Form of Tender	Annexure-B
3.	Format of Affidavit for ESI Exemption	Annexure-C
4.	Indemnity Bond	Annexure-D
5.	Format of Affidavit for Provident Fund Exemption	Annexure-E

**Annexure – A****PRICE BID (Cover II)**  
**BILL OF QUANTITY**

Description of work	Nature of charge Amount in figure and words
(i) The almost fully submerged Outer Flood buoy of No.5 Jetty at Baj Baj needs to be repaired and re-laid with existing mooring materials. In case the buoy is beyond repair, another mooring buoy from Kolkata needs to be placed in the same position after painting and minor repairs if required.	Lump sum rate to be quoted

Note: The price quoted shall be including all statutory levies excluding GST, which will be paid extra. GST shall not be considered for evaluation of the bids.

Total amount in words

Rs.....

Date.....

**Permanent Income Tax Account Number .....**

Date :.....

\_\_\_\_\_  
Signature of Bidder

Name :

Address :

**Annexure - B****SMP, KOLKATA**  
**MARINE DEPARTMENT****FORM OF TENDER**  
**(To be submitted with Technical Bid Part -I)**

The Harbour Master (Port)

I/We \_\_\_\_\_  
 \_\_\_\_\_ of \_\_\_\_\_  
 \_\_\_\_\_ having examined the site of work and read the specifications, general and special conditions of contract and conditions of tender and also General Condition of Contract of SMP, Kolkata here by undertake to execute and complete all works required to be performed in accordance with the specification. Bill of quantities, General & Special condition of contract prepared by or on behalf of the Port Trust for and at the rates and price set out in the annexed Bill of Quantities from the date of order to commence the work up to the last date of contract period and in the event of our tender being accepted. I/We also undertake to enter into a contract if required, to give effect to the acceptance of the tender.

I/We have deposited with the Port Trust's Financial Advisor a sum of Rs. 12,000/- vide Receipt No. \_\_\_\_\_ as Earnest Money and a sun of Rs. 590/- vide Receipt No. \_\_\_\_\_ being the cost of tender document.

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

Date :

\_\_\_\_\_  
Signature of Contractor

Name

Address:-

**FORMAT OF AFFIDAVIT FOR ESI EXEMPTION**

On the Rupees Ten Non judicial stamp paper

BEFORE THE 1<sup>st</sup> CLASS JUDICIAL MAGISTRATEAFFIDAVIT

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

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.

**Annexure-‘D’**

**On Non-Judicial Stamp Paper of at least Rupees Fifty**  
**INDEMNITY BOND**

BY THIS BOND I, Shri / Smt -----son of Shri / Smt. -----  
 -residing at -----by occupation-----the Partner/Proprietor/Director ---  
 -----having office at  
 -----, am a bidder under Marine Department,  
 SMP, Kolkata (A Statutory Body under MPT Act. 1963).

1. WHEREAS, the said SMP, Kolkata had asked the every bidder, who is not covered under E.S.I. Act or exempted to furnish an Indemnity Bond in favour of Marine Department, SMP, Kolkata against all damages and accidents to the Labourer / Bidder / Contractor.
2. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Bidder / Contractor named herein above shall indemnify the SMP, Kolkata against all damages and accidents occurring to the Labourers of the Bidder / Contractor as demanded by the SMP, Kolkata and which shall be legal and/or claimed by the SMP, Kolkata during the execution of the work stated in the NIT No.....of  
 .....
3. AND the Contractor hereunder agrees to indemnify and at all times keep indemnified the SMP, Kolkata and its administrator and representative and also all such possible claim or demand for damages and accidents.

IN WITNESS WHEREOF I, -----the Partner / Proprietor / Director  
 -----hereto set and seal this the .....day of  
 ..... in the year -----at -----

Sureties:

Signature of the Indemnifier

a) Name :  
 Signature :  
 Address :

b) Name :  
 Signature :  
 Address :  
 Witnesses  
 Name :  
 Signature :  
 Address :



**FORMAT OF AFFIDAVIT FOR PROVIDENT FUND EXEMPTION  
(ON THE RUPEES TEN NON-JUDICIAL STAMP PAPER)**

BEFORE THE 1<sup>ST</sup> CLASS JUDICIAL MAGISTRATE AT.....

**AFFIDAVIT**

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

1. THAT I am the Proprietor/Partner/Director..... having office at ..... and carrying on business on the same name and style.

(In case the above Deponent is an enlisted Contractor at Syama Prasad Mookerjee Port, Kolkata, the same should be mentioned in the affidavit).

2. THAT my aforesaid Firm is exempted from Provident Fund Act and the said Firm has no valid Provident Fund Registration. In support of this statement copy of **exemption certificate** issued by provident fund authority is attached herewith.
3. THAT the present affidavit is to be filed before the Syama Prasad Mookerjee Port, Kolkata as per the clause no..... of the Tender vide Tender No. .... issued by the Syama Prasad Mookerjee Port, Kolkata in respect of the work (the work is to be mentioned).

THAT the statements made above are all true to the best of my knowledge and belief.

Identified by:.....

Deponent