

TENDER NO. MRN/CH/DRW/ 24 /24 Dated: 12.02.2024

**SYAMA PRASAD MOOKERJEE PORT,
KOLKATA**

**Marine Department
Chief Hydrographer Section,
72 Napier Road, Hastings
Kolkata – 700 022**

Phone: +91-33-71012378 / 71012343

Email: dychydro@kolkataporttrust.gov.in

Website:

<https://smporkolkata.shipping.gov.in/>

TENDER FOR

**HIRING OF ONE LICENSED COUNTRY BOAT
ALONGWITH ONE LICENSED DINGHY FOR MARK WORK /
GAUGE WORKS
FOR A PERIOD OF 3 YEARS**

Bid Document Fee: ₹ 1,770 /-(including GST)

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Notice Inviting Tender

TENDERNO.MRN/CH/DRW/ 24 /24

DATED: 12.02.2024

E-Tenders are invited from reliable, reputed, bonafide and resourceful Boat Owners / Suppliers having adequate experience in supplying, manning and operation of boats with required experience as per pre-qualification criteria laid out in the Tender Document, for offering their boat on hire as detailed in the Bill of Quantities. 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://smportkolkata.shipping.gov.in/>).

The estimated value of the tender is ₹ 34,49,250/- (Rupees Thirty-Four Lakhs Forty Nine Thousand Two Hundred Fifty only) for 3 years.

Schedule of Tender

a	TENDER NO.	MRN/CH/DRW/ /24 dated
b	MODE OF TENDER	<p>e-Procurement System</p> <p>Online, single part two cover system: one containing ‘Techno- Commercial Bid’ and the other containing ‘Price Bid’, through Enivida portal https://kopt.enivida.in</p> <p>The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender will be accepted.</p>
c	Availability of NIT in SMP, Kolkata website and enivida portal.	From 12.02.2024 (1800 Hrs) to 11.03.2024 (Upto1700 hours)
d	Pre-Bid Meeting Date & Time	Pre-Bid meeting will be held on 23.02.2024 at 1100 hrs, at Dy Chief Hydrographer’s Office, Fairfield, 72 Napier Road, Kolkata-22 (Beside Marine House)
e	Pre-Bid Meeting closing Date& Time (offline)	On 23.02.2024 at 1500 hours
f	Estimated Cost Of Work	₹ 34,49,250/- for three (3) years (Rupees Thirty Four Lakhs Forty Nine Thousand Two Hundred and Fifty only)
g	Earnest Money Deposit	EMD of ₹ 68,985 /-(Rupees Sixty Eight Thousand Nine Hundred and Eighty Five only) payable through DD / RTGS / NEFT to be transferred on A/C: Syama Prasad Mookerjee Port, Kolkata
h	Last date of submission of Tender Document Fee and Earnest Money	11.03.2024 upto 1700 Hrs

i	Bid Document Fee (non-refundable)	<p>The intending bidders should submit the tender cost of ₹1770/- (Rupees One Thousand Seven Hundred & Seventy Only) including GST through DD/Banker's Cheque in favour of Syama Prasad Mookerjee Port, Kolkata on any scheduled / nationalised bank payable at Kolkata, otherwise their offer will be summarily rejected.</p> <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>
j	Railtel 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: Rs.2000/- + applicable GST Per Year
k	Start date of submission of online Techno-commercial Bid and Price Bid at enivida Portal	13.02.2024 (From1000 hrs.onwards)
l	Last date of submission of online Techno-Commercial Bid & Price Bid at Enivida Portal.	11.03.2024 (Upto1700hrs.)
m	Date & time of opening of bid	12.03.2024 (1100 hrs.) In case of General strike / Bandh or unprecedented cease work, the time of opening of the bids will be automatically extended to 1100 hrs. of the next working day of SMP, Kolkata.

**Director, Marine Department
Tender Inviting Authority**

1.0 **SMP, KOLKATA, eNivida SPECIAL INSTRUCTION TO BIDDERS.**

1.1 e-Procurement is the complete process of e-Tendering from publishing of tenders online, inviting online bids, evaluation and award of contract using the system. You may keep a watch of the tenders floated under <https://kopt.enivida.in>. The link of e-procurement portal is also given on our official portal i.e. <https://www.smporkolkata.shipping.gov.in/> under TENDER TAB. These will invite for online Bids. Bidder Enrolment can be done using "Online Bidder Enrolment".

The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid. More information useful for submitting online bids on the eNivida Portal may be obtained at: <https://kopt.enivida.in>

1.2 **GUIDELINES FOR REGISTRATION:**

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

1.3 SEARCHING FOR TENDER DOCUMENTS

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

1.4 PREPARATION OF BIDS

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

1.5 SUBMISSION OF BIDS.

- a) Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by SMP, Kolkata.
- c) Bidder has to select the payment option as "e-payment" to pay the tender fee / EMD, if stipulated in the tender and enter details of the instrument.
- d) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colour (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit

it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

e) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

g) Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.

i) The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

1.6 For any clarification in using eNivida Portal:

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

Contact Persons (Syama Prasad Mookerjee Port, Kolkata):

1. Capt. D.K Biswas, Dy. Chief Hydrographer–☎9433284519–✉ dychydro@kolkataporttrust.gov.in
2. Sri J. Mukherjee, Commander ☎ 9830477871- ✉ joydeep.mukherjee@kolkataporttrust.gov.in

Contact persons (Enivida Portal):

☎ PhoneNo.7278929467/8448288981

✉ mail id:-enividahelpdesk@gmail.com/ewizardkumar@gmail.com

1.7

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 – IX).
8.	<p>(A) Tender will be opened electronically on specified date and time as mentioned in the NIT. Bidders can witness electronic opening of Bid.</p> <p>(B) Necessary addenda /corrigenda (if any) of the tender would only be hoisted in the e-Enivida Portal.</p>

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. 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, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.
4. The several documents forming the Contract shall be taken as mutually explanatory to one another and in case of any discrepancies, the Bill of Quantities 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.
5. The SMP Authority 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.
6. The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the Calcutta High Court.
7. Intending bidders must take into account any 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.
8. 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.
9. **Validity: The tender shall remain open for acceptance for a period of 6 months (180 days) from the date of opening of the bids. If the bidder amends his quoted rates or tender before expiry of this validity period, their bids will not be considered for evaluation.**
10. During Techno-commercial Evaluation, an offer shall be considered non-responsive in case:
 - It is not accompanied by EMD document /valid Udyam Registration Certificate.

- It is not accompanied by requisite tender paper cost;
- The validity of the offer is less than tender stipulation;
- It 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.
- 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 / incompleteness, or financial bankruptcy, etc. The decision of SMP, Kolkata in this regard shall be final and binding on the bidder.

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

11. Security deposit:

- a. Successful bidder will submit Security Deposit for a sum equivalent to **5% of the total evaluated value (over 3 years)** as per price bid of the tender, as accepted by SMP, Kolkata, through a Demand Draft or in the form of Bank Guarantee as per the format provided (Annexure– II) in favour of Syama Prasad Mookerjee Port, Kolkata from a National / Scheduled Indian Bank with branch at Kolkata. In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. While issuing Bank Guarantee, issuing applicant must mention receiver's details as ***ICICI Bank IFSC ICIC0006952 Branch-Kolkata Gillander House, in BG text at which SFMS IFIN 760 messages to be sent by Issuing Bank, to establish the authenticity of given BG.***
- b. However, the tenderer will also have the option to convert the EMD as a part of Security Deposit. For this purpose, the successful bidder shall submit a 'letter of consent' for adjusting the EMD as a part of security deposit.
- c. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of Calcutta High Court. In case of Bank Guarantee, the same shall remain valid for 3 months after the final expiry of the contract. The Security Deposit will be released within 60 days after successful completion of the contract period.
- d. In the event of the successful bidder failing to execute the work within the stipulated period without sufficient reasons acceptable to the SMP Authority, the Security Deposit may be forfeited and the order be cancelled at the option of the SMP Authority' apart from other actions.

12. The bidder shall quote his price as per the Bill of Quantities (Annexure–E).
13. 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.
14. Price(s) quoted should remain firm over the contract period.
15. All taxes & duties are deemed to be included in the quoted rate except GST as applicable.
16. **Evaluation Criteria:** As detailed in the Bill of Quantities (Annexure–E).
17. **Payment:** Please refer to Clause 26 of Scope of Work (Annexure – D) for details about submission of bills. Monthly bills in quadruplicate are to be submitted to the office of the Chief Hydrographer, Marine Department, 72, Napier Road, Hastings, Kolkata -700022, after having them duly certified by the Officer-in-charge of Hugli Point Station, 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.
18. **Jurisdictions of Court:** The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Calcutta High Court.

19. Support / Preferential Treatment to Micro & Small Enterprises (MSEs):

Policies of the Government to support Micro and Small Industries (MSEs, registered as per the following sub-clauses) in comparison to non-MSE enterprises shall apply to this procurement.

19.1 Registration of MSEs:

MSEs interested in availing such benefits must enclose with their offer the **Udyam Registration Certificate** with the Udyam Registration Number as proof of their being registered under Udyam Registration Portal. The Certificate shall be of latest but before the deadline for submission of the bid.

19.2 Support to MSEs:

- a) Tender Sets shall be provided free of cost to MSEs.
- b) MSEs shall be exempted from payment of Earnest Money.

20. Bid document fee: ₹ 1770/-, Tenders without Bid Document Fee are liable to be rejected. Bid Document Fee is to be submitted physically at SMP, Kolkata at 72, Napier Road, Kolkata-22 (Fairfield) within **3 days** from 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.

21. EARNEST MONEY DEPOSIT

- **An amount of ₹ 68,985 /-(Rupees Sixty Eight Thousand Nine Hundred and Eighty Five only) shall be submitted as Earnest Money Deposit.**
- EMD shall be submitted by Demand Draft / Bankers Cheque / Pay Order in favour of “Syama Prasad Mookerjee Port, Kolkata” payable at Kolkata. EMD may also be paid by RTGS/NEFT along with their offer directly into the designated bank account of Syama Prasad Mookerjee Port, Kolkata.
 - Name of Bank & Branch: Indian Overseas Bank,

- Current Account No.: 227002000000018.
 - IFSCCode: IOBA0002270.
- Concerned vendors / contractors must ensure that the remitting bank positively enters their name and Tender no. in the ‘Sender to Receiver’ column at the time of making payment of EMD by RTGS / NEFT. Details of EMD remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder.
 - Name of remitting vender/contractor:
 - Tender No:
 - Amount remitted:
 - Date of remitted:
 - U.T.R No.
- **EMD of unsuccessful bidders will be refunded without interest within 2 months from the opening of Price Bid or on finalization / acceptance of the tender, whichever is earlier. Tender submitted without EMD shall not be considered.**
- EMD of successful bidder will be returned without interest after submission of Security Deposit. In case the successful bidder fails to accept the contract or fails to submit the Security Deposit, the EMD will be liable for forfeiture. Earnest Money shall be forfeited if any tenderer withdraws or alters his offer within the validity period of the tender, making it unacceptable to SMPK. For the purpose of this provision, the validity period shall include any / all extension thereof as agreed to by the tenderer in writing. SMPK shall also be at liberty to deduct any of their dues from Earnest Money.

TECHNO-COMMERCIAL BID

1.0 Pre-qualification Criteria

The firm must have experience of having successfully carried out similar work during the last seven years ending last day of month previous to one in which applications are invited and the experience should be either of the following manner:-

a) 3 (three) similar completed works each costing not less than 40% of the estimated amount put to tender for three years i.e ₹ 13,79,700/- each

Or

b) 2 (two) similar completed works each costing not less than 50% of the estimated amount put to tender for three years i.e ₹ 17,24,625/- each

Or

c) 1 (one) similar completed works each costing not less than 80% of the estimated amount put to tender for three years i.e ₹ 27,59,400/- each

2.0 **“SIMILAR WORK”** means Supply of licensed country boat (license to be issued by Boat Registration Office / IWT Govt. of West Bengal / Local Panchyat) with manning.

3.0 **Bidder’s average financial turnover during the last 3 (three) years ending 31st March, 2023 should be 30% of the estimated amount put to tender i.e at least ₹ 10,34,775/-.**

4.0 Claims for fulfilling the above criteria must be adequately supported by appropriate documents like copies of Letters of Award of works, Completion Certificates from owners, performance certificate from Clients, Annual Reports, Audited Balance Sheet and Profit & Loss accounts for last 3 years (i.e., 2020-21, 2021-22 & 2022-23). Please note that such submitted certificates may be verified from the issuing clients mentioning **UDIN (Unique Document Identification) Number.**

5.0 **Work experience as a sub-contractor shall not be considered as the requisite qualification.**

6.0 **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.:

7.0 Scanned copies of the following documents are required to be submitted:

- a) GST registration certificate.
- b) Valid Trade License / MSME registration / Start-up registration / Udyam Registration Certificate
- c) Valid Professional Tax Clearance Certificate / upto date tax payment challan.
- d) Proof of possessing valid Employees' Provident Fund (EPF) Account / PF registration Certificate.
- e) Proof of being registered with Employees' State Insurance Corporation (ESIC).
- f) Credentials in the form of copies of Letters of Award of Works along with corresponding Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- g) Last 3 (three) years balance sheet and profit & loss account in support of Annual Financial turnover (**i.e.** 2020-21, 2021-22 & 2022-23) and the same should be audited as per relevant norms wherever required / relaxation for start-ups as per GOI norms.
- h) Self-certified copy of PAN Card.
- i) Bank Draft / Pay order etc. regarding Bid document fee / Udyam Registration Certificate.
- j) An Undertaking of the tenderer in their letter head to be submitted as per Annexure – IX. With this there will be no necessity to upload signed bid document and GCC.
- k) A cancelled cheque.
- l) All the forms and formats as may be required for a particular bidder that are given in this Tender Document duly filled-in (refer Annexure – X) for a list of the same.
- m) Self-declaration of the bidder that the Bidding Firm has not been debarred / delisted by any Govt. / Quasi Govt. / Public Sector undertaking in India.
- n) 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.
- o) A list of works which are in hand at the time of submitting the offer, titled '**Concurrent Commitments of the Bidder**'.
- p) Last page of **Bill of Quantities & the Form of Tender** duly filled up (**without price quoted**) and duly signed & stamped by the bidder.
- q) **TDS Certificate including 26 AS should essentially be submitted to validate the legitimacy of the work completion certificate.**

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 subject 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 (Annexure – A).

8.0 Risk Purchase clause will be applicable in terms of relevant clause of G.C.C.

9.0 Evaluation will be made as per Bill of Quantities (Annexure–E) of the qualified bids.

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

11.0 Acceptance of Tender:

a) Syama Prasad Mookerjee Port, Kolkata reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

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. The “Bidder” then becomes the “Contractor” and he shall forthwith take steps to execute the Contract Agreement upon issue of Letter of Acceptance and fulfill all his obligations as required by the Contract.

12.0 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 SMP Authority 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 SMP, Kolkata, but such a declaration is necessary in the interest of SMP Authority against any possible lapses.

e) **Part-II (Price Bid)** shall be submitted as per the enclosed format (Annexure – E) without any condition or deviation.

- 13.0 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.
- 14.0 SMP, Kolkata will not be responsible for any costs or expenses incurred by the bidder in connection with the preparation and submission of his bid, arranging for the mandatory demonstration / trials or for any other expenses incurred in connection with such bidding.
- 15.0 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.
- 16.0 If the bidders find any discrepancy or omission in the Bid Document or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer, who may send a written explanation to the queries. No oral interpretations shall be made by any Bidder as to the meaning, if any, of the provisions of the Bid Documents. Every request for an interpretation shall be in writing, addressed and forwarded to the Engineer at the following address:-
- Director, Marine Department, SMP, Kolkata,
15, Strand Road,
Kolkata - 700001.**
- 17.0 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.
- 18.0 Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his ability to bind the bidder. The Power of Attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. SMP, Kolkata may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 19.0 The bids shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be complete and free from ambiguity, change or interlineation.
- 20.0 Price Bids containing any sort of qualifying expressions will be rejected.
- 21.0 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, failing which or if their justification of prices are found unacceptable to SMP, Kolkata, their Tender may be cancelled by SMP, Kolkata .

- 22.0 Director, Marine Department or his representative may convene meeting with the bidder with 7 (seven) days prior notice which the bidders will have to attend, failing which decisions of the Director, Marine Department taken unilaterally will be final and binding on the bidder.
- 23.0 **The General Conditions of Contract of SMP, Kolkata shall be applicable wherever relevant.**
- 24.0 **Security Deposit:** 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. The contractor shall commence the work within 15 days thereafter.
- 24.1 Successful tenderer will submit Security Deposit for a sum equivalent to **5% of the total evaluated price of the tender (over the entire 3 years period)** and as accepted by SMP, Kolkata, in the form of Demand Draft or in the form of Bank Guarantee as per Annexure – II in favour of ‘**Syama Prasad Mookerjee Port, Kolkata**’ from a Nationalized Indian Bank with office at Kolkata. In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court. The Security Deposit shall remain valid for **3 months** after the expiry of the contract. **While issuing Bank Guarantee, issuing applicant must mention receiver’s details as ICICI Bank IFSC ICIC0006952 Branch-Kolkata Gillander House, in BG text at which SFMS IFIN 760 messages to be sent by Issuing Bank, to establish the authenticity of given BG.**
- 24.2 The Security Deposit will be released within 90 days after successful completion of the contract without any interest.
- 24.3 SMP, Kolkata shall encash the Security Deposit in the event the contractor fails to supply the boat and commence operation at the order of Engineer or his authorized representative, or when the contractor has defaulted for more than 30 days or when any amount is to be recovered from the Contractor as penalty or deduction or fails to remit such amount within 30 days after due notice given in this regard.
- 24.4 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.

25 Duties & Taxes (GST)

- 25.1 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.**
- 25.2 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.

- 25.3 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 may be 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.
- 25.4 SMP, Kolkata has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to SMP, Kolkata for the fault of supplier shall be recovered by SMP, Kolkata by way of adjustment in the consideration payable.
- 25.5 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.
- 25.6 The 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.
- 25.7 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 SMP Authority in addition as the same are not included in the quoted rate.

26 Pricing of Bid

- 26.1 **General:** The Bid shall be quoted in and as per the format of Bill of Quantities (Price Bid) (Annexure – E).
- 26.2 **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).
- 26.3 **Validity of Price Bid:** The Part-II (Price Bid) shall be valid for acceptance for a minimum period of **180 (one hundred eighty) days** from the date of opening of Part-I (Technical & Commercial aspects) of the bid.

SCOPE OF WORK

1. **General:** Supply and operation of one licensed country boat along with one Dinghy with experienced manning on regular basis for a period of three (3) years, for carrying out maintenance of surveying marks, navigational marks, tide gauges etc. The licensed country boat shall be required to be manned, maintained and made available for operation on a 24 hours basis and shall be required to report for operation in 15 minutes notice. However, SMP, Kolkata reserves the right to use the licensed Country boat anywhere, anytime, from Kolkata to Diamond Harbour within the SMP, Kolkata jurisdiction as per requirement.
2. There should be adequate arrangements for cooking of food for two (2) personnel of SMP, Kolkata on board, including fuel during the period of contract.
3. There should be suitable lighting arrangements on board during hours of darkness.
4. The licensed country boat should have valid passenger license issued by Syama Prasad Mookerjee Port, Kolkata authority, with adequate capacity for carrying at least 30 Tons of cargo materials.
5. The contractor must keep the license / certificate of the licensed country boat and dinghy valid and updated during the contract period. The small dinghy should also have valid license with one Majhi and one Dari. Copies of all relevant certificates including Majhi's certificate to be submitted along with the quotations.
6. The licensed boat will have sufficient space to fit for one fresh water tank, cooking chullah and stowing mark- work materials, rails etc. The licensed boat will have sufficient space / provisions to accommodate SMPK personnel in addition to the boat crew. The licensed boat will have proper sail for sailing, and will also carry awning for shade and sufficient Canvas to cover on either side to protect from rain / wind.
7. The licensed Country boat should have necessary lifesaving and firefighting equipment including 10 nos. life jackets, 2 nos. life buoys, 1 no. portable type approved fire extinguisher and one bucket full of dry sand.
8. The Licensed Country boat shall be under the operational command of The Chief Hydrographer, Marine Department or his authorised representatives. The Licensed Country boat shall be made ready by the majhi for operations within fifteen minutes of receiving appropriate order from the authorised officer.
9. All transportation costs towards contractor's men and material is the responsibility of the contractor. Responsibility of operating the Licensed Country boat including manning, arrangements for cooking including fuel, provisions and stores for contractor's crew and all other supplies and services required to perform the designated duties wholly rests on the contractor. Contractor's men are contractor's liabilities.
10. The crew of the licensed country boat are required to assist in mark work, gauge work, and loading / unloading of materials like rail, gauge plate, guy wires, paints etc. as required during the work.

11. Insurance:

- 11.1 The Contractor will be required to submit an undertaking that they will remove the wreck at their own cost and risk in case the supplied country boat is wrecked.
- 11.2 All persons deployed by the Contractor on board, shall be insured by the Contractor at his cost for an amount not less than ₹ 1,00,000/- per head under Group Insurance scheme with any reputed Indian Insurance Company. SMP, Kolkata shall not be responsible for any accident / damage to the boat or loss of life / injury to the boat crew under any circumstance. An Indemnity Bond as per Annexure – V will need to be submitted by the Contractor
- 12 All persons deployed by the Contractor (as per Clause 21 below) on board the boat to be paid at least as per Central Minimum Wages Act.
- 13 The Contractor should comply Contract Labour (Regulation and Abolition) Act 1970, including compliance of Employees State Insurance Act (if applicable), Workmen Compensation, Chief Labour Commissioner (Central) Minimum Wages Act and Employee (contractor being Employer) Insurance and any other Laws in force as on date. A self-certified compliance certificate to be submitted regarding the same by the Contractor monthly during the period of contract.
- 14 SMP, Kolkata's responsibility: SMP, Kolkata will provide berthing facility to the boat free of cost, subject to availability. In the event that SMP, Kolkata is unable to provide berthing facilities, the boat will make own arrangements to remain safely at anchorage or at moorings in the river nearby.
- 15 SMPK would also facilitate obtaining gate passes for the contractor's personnel for entry into Docks. **However, the cost of passes will be borne by the contractor.**
- 16 **Acceptance of boat:** Spot inspection of the licensed country boat and dinghy to be supplied by L-1 bidder will be carried out after opening of Price bids. The L-1 bidder will be qualified if the boat and dinghy placed by him comply with specified requirements and satisfy all other qualification criteria. In case of any deficiency the boat will be rejected and the offer will be rejected.
- 17 DELIVERY / RE-DELIVERY of the licensed Country boat along with the Dinghy will be at Hugli Point Station.
- 18 **Availability / Penalty / Liquidated Damage:**
- a) **Guaranteed Availability:** The Contractor will have to stand guarantee for availability of the boat for 350 days in a year, in fully operational condition. A period of maximum 15 days in a year will be allowed for repair / maintenance subject to prior approval of the Engineer of the contract. In case the availability of the boat falls below the said minimum guaranteed period, no charge shall be paid for the 'Deficit Period' and in addition to the same, penalty as per clause 18 (c) will be applicable.
- b) In the event of breakdown of the boat, the Contractor will be required to replace the

same with another boat having similar capabilities within 24 hrs.

- c) **Penalty: A sum equivalent to 25% of the 'Daily Hire Charge'** under Bill of Quantities will be imposed as penalty for the 'Deficit Period', as explained in Clause no. 18 (a) above. Such recovery will be made from the running bill of the contractor and will be subjected to levy of GST at the applicable rates.
- d) **Liquidated Damage:** If the successful bidder fails to supply the boat within the stipulated date(s) or such extension thereof as communicated by the Engineer in writing, he shall pay compensation (Liquidated Damage) to the SMP Authority and not as penalties, half percent of the total evaluated value of the tender for every week or part thereof, provided that the amount of such compensation shall not exceed 10% of the total value of contract. Such penalties will also be subjected to levy of GST at the applicable rates.

19 Operation Mode & Accrual of Charges:

- a) The boat shall be ready for operation for 24 hours.
- b) **On Stand-by mode:** The licensed Country boat shall be deemed to be on standby if the licensed Country boat is made available to the authorized officer fully ready and fit for operation with sufficient crew, fuel and stores on board whereby the officer can order the majhi to commence operation at fifteen minutes' notice.
- c) **Accrual of Charges:** The contractual charges are inclusive of all the expenses connected to the operation of the licensed country boat alongwith licensed Dinghy including men and materials required for the same. The Contractor shall be paid '**Daily Hire Charge**'. This charge shall be paid for everyday the boat is in operation or on standby mode as described in clause no. 19 (b) above. However, during the lay off period of the boat, either for repair or for any other reason attributable to the Contractor, no charge shall be payable, unless a replacement boat is supplied as per Clause 18(b).

20 Duration of the Contract: This contract is for 3 (Three) years as per the agreement. The contract will come into force from the date of commencement of operation of the boat at SMP, Kolkata.

21 Manning:

- a) The licensed Country boat and Dinghy to be adequately manned for operation.
- b) The Contractor should maintain adequate number of crew in their payroll so that leave and other exigencies can be accommodated.
- c) The crew must have valid certificate of competency as applicable. The contractor will be required to submit the attested copies of such certificate to SMPK annually or in the date of renewal of certificate (whichever is earlier) during the period of contract.
- d) Food and other facilities as per labour and marine law for crew shall be arranged

by the contractor. All transportation costs towards men and material is the responsibility of the Contractor.

- e) A Liaison Officer should be deployed by the Contractor for interacting / communicating between SMP Kolkata, boat and other concerned officers. The mobile phone number of the Liaison Officer is to be informed to the Chief Hydrographer before the commencement of the contract through a letter.

22 Bid Opening, Evaluation and Comparison of Bids:

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.

- a) ***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.
- b) ***Part-II (Price part of the offer):*** Price Bids of only those bidders will be considered, those 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.

23 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 Rs.50/- as per Annexure – III within 15 days from acceptance of work order.

24 Payment:

- a) Payment for 'Daily Hire Charge' will be made once in a month by SMP, Kolkata.
- b) The Contractor shall submit the monthly bill (in quadruplicate) within 7th day of the next month for verification and certification. Payment shall be made to the contractor within 45 days on submission of clear bills accompanied by the following:
 - 24.b.1** A bank statement showing disbursement of salary to the individual staffs posted on the boat which should not be less than Central Minimum Wages. The bank statement duly certified by the Contractor to be submitted along with bills.
 - 24.b.2** Unless exempted, document showing monthly statement of EPF deductions and ESI payments for individual employees of the boat to be downloaded from the corresponding site and to be attached with the monthly bill, failing which monthly bill will not be processed for payment and the same will be returned to the respective contractor for re-submission with necessary attachments.
 - 24.b.3** Copy of valid Group Insurance in the names of all the staff working on the craft (refer Clause 11.2 of Annexure – D).
- c) Payment will be made only through ECS for which the Contractor must furnish the relevant bank details along with the bills.

- 25 Termination of Contract:** SMP, Kolkata, at its sole discretion, may terminate the contract after serving one month's notice if the performance of the boat is not satisfactory for *two consecutive months*. The decision of SMP, Kolkata about the performance of the boat will be final. SMP, Kolkata may also terminate the contract if the contractor defaults in supplying the boat in fully operational condition within **30 days** from the date of work order.
- 26 Force Majeure:** In the event of either party being rendered unable to perform any obligation under the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure events last. The cost and loss sustained by either party shall be borne by respective parties. The term 'force majeure' employed here in shall mean act of God, war (declared or not), riots, civil commotion, fire, accident, sabotage, natural calamities, plague, quarantine, import or export embargoes, restraints imposed by government or change in government policies subsequent to hire or any happening affecting the performance by either party's obligations under this charter which the party cannot reasonably prevent or control against.
- 27 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 Sub- contractors.
 - 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.
- 28 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 there upon consider and give a decision.

- c) The place/jurisdiction of arbitration shall be in Kolkata, West Bengal, India.
- d) 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.
- e) 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.
- f) 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.
- g) 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:

- a) The Contractor shall have to raise disputes or differences of any kind whatsoever, in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.
- b) No dispute or difference on any matter whatsoever pertaining to the contract can be raised by the Contractor after submission of certificate in form G.C.3 by him.
- c) Contractor's claim/dispute raised beyond the time limits prescribed in Sub-clauses (a) & (b) herein above, shall not be entertained by the Engineer and/or by any Arbitrator, subsequently.

29 Country boat's Encumbrances on Contractor: The contractor shall submit an undertaking that the boats are free from all encumbrances and lien except for loaning from any financial institution.

30 Details of the licensed Country Boat and Information Required:

(Please use separate sheets for more launches as necessary)

Sl.No.	ITEM	PARTICULARS
1.	OWNER	
2.	YEAR OF BUILT	
3.	OFFICIAL NO. / BRAND NO. / REG. NO.	
4.	REGISTERING AUTHORITY	
5.	LENGTH	
6.	BEAM	
7.	DEPTH	
8.	TONNAGE	
9.	NUMBER OF SAILS	
10.	CREW (including Majhi & Dari)	

THE LICENSED COUNTRY BOAT ALONGWITH DINGHY MUST FULFIL THE FOLLOWING CRITERION:

SPECIFICATION	LICENSED COUNTRYBOAT	LICENSED DINGHY
LENGTH	Not less than 12m	Not less than 3m
BREADTH	Not less than 4m	Not less than 1.2m
No. of SAILS	Minimum 1 no.	Nil

The contractor shall obtain Police Verification Certificates from the respective local police stations for all his employees deployed on the launches including supervisors. The Contractor shall also issue a photo Identity Card to all his employees.

31 INTERPRETATION OF TERMS

In the contract and specification the following works and expressions that have the following meanings:

THE BOARD - The expression "THE BOARD" means the Board of Syama Prasad Mookerjee Port, Kolkata, constituted by the Central Government in accordance with sub-section (1) of section-3 of "The major Port Authorities Act, 2021.

THE DIRECTOR MARINE DEPARTMENT – The expression "THE DIRECTOR MARINE DEPARTMENT" means the office holding that post under the Trustees and includes his successors in office.

THE ENGINEER – The expression "THE ENGINEER" means the Chief Hydrographer, Marine Department, for the purpose of this contract only.

THE ENGINEER'S REPRESENTATIVE - The expression "THE ENGINEERS REPRESENTATIVE" - means any officer or person from time to time deputed by the Trustees or Chief Hydrographer, Marine Department to act on their behalf for the purpose of this contract.

Format of Price Bid

**HIRING OF LICENSED COUNTRY BOAT FOR MARK WORK / GAUGE WORKS
FOR A PERIOD OF 3 YEARS**

BILL OF QUANTITY

Description	Daily hire charges (excluding GST)	Periods	Amount (In INR)
One licensed country boat with one licensed dinghy with experienced manning	Rs. (In Words)	365 days X 3 years	Rs. (In Words.....)

Total evaluated price for three (3) years = Rs.
(Rupees only.)

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

Date

Permanent Account Number (Income Tax)

Signature of Tenderer

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 - 700001**

Dear Sir,

We, M/s , having read and fully understood the specifications, conditions of tender and general conditions of contract hereby tender to supply number of licensed country boat alongwith no dinghy with experienced manning to the SMP Authority 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 SMP Authority, shall constitute the contract.

We have annexed Original Demand Draft /Pay Order/ Bankers Cheque No. dt OfBank for Rs.....

We also agree to abide by this tender for a period of 180 days from the opening of Techno- Commercial Part (Part-I) and in default of our so doing, the Earnest Money of Rs.....

only deposited by us shall be liable to forfeiture at the option of the competent authority.

Should SMP, Kolkata ask 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 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.

Dated.....

Yours faithfully,

Full Address.....

Signature.....
(Seal)

Proforma of Bank Guarantee (Performance Bond)

(In lieu of Cash Security Deposit)

(To be issued by the Kolkata Branch, as the case may be, of any Nationalised Bank of India on Non-judicial Stamp Paper worth Rs.50/- or as decided by the Engineer/Legal Adviser of the SMP Authority)

To

The Board of Major Port Authority for Syama Mookerjee Port, Kolkata.

BANK GUARANTEE NO.....DATE.....

Name of Issuing Bank.....

Name of Branch.....

Address.....

In consideration of the Board of Major Port Authority for Syama Prasad Mookerjee Port, Kolkata, a Body Corporate, duly constituted under the Major Port Authority Act 2021, having agreed to exempt.....a Proprietary / Partnership / Limited / Registered Company, having its Registered office at (herein after referred to

as the “Contractor”) from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' progressive bills under the terms and conditions of a contract made between the SMP Authority and the Contractor for (write the name of the work as per Work Order) in terms of the Letter of Intent No.....dated(hereinafter referred to as the ‘Contract’), for the due fulfillment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for (Rs),

We.....Bank.....Branch, do, on the advice of the Contractor here by undertake to indemnify and keep indemnified the SMP Authority to the extent of the said sum of Rs.....(Rupees).

We,BankBranch, further agree that if a written demand is made by the SMP Authority through any of its officials for honoring the Bank Guarantee constituted these presents, we,Bank.....Branch, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the SMP Authority within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of **Syama Prasad Mookerjee Port, Kolkata** without any demur. Even if there be any dispute between the contractor and the SMP Authority, this would be no ground for us.

.....(Name of Bank) Branch, to decline to honour

The Bank Guarantee in the manner aforesaid. The very fact that we Bank Branch, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the SMP Authority to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We..... Bank.....Branch, further agree that a mere demand by the SMP Authority at

any time and in the manner aforesaid is sufficient for us..... Bank Branch , to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the contractor and no protest by the contractor ,made either directly or indirectly or through Court, can be valid ground for us.....Bank.....Branch, to decline or fail or neglect to make payment to the SMP Authority in the manner and within the time aforesaid.

3. WeBank.....Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period hat is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the SMP Authority under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/ or discharged in full and/or till the SMP Authority certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the SMP Authority have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of days of 20..... and subject also to the provision that the SMP Authority shall have no right to demand payment against this guarantee after the expiry of 6(six) calendar months from the expiry of the aforesaid validity period up to..... or any extension thereof made by us.....Bank Branch, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required/determined by the SMP Authority, only on a written request by the SMP Authority to the contractor for such extension of validity of this Bank Guarantee.

4. We.....Bank Branch, further agree that, without our consent and without affecting in any manner our obligations here under , the SMP Authority shall have the fullest liberty to vary from time to time any of the terms and conditions of the said contract to extend the time for full performance of the said contract including fulfilling all obligations under the said contract or to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the SMP Authority.

5. We,.....Bank Branch, lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the SMP Authority in writing.

Signature.....
Name.....
Designation.....
(Duly constituted attorney for and on behalf of)
Bank Branch.....

(Official Seal of the Bank)

Format of Agreement

(on a Rupees Fifty Non-judicial stamp paper)

Agreement for Supply of Licensed country boat with Manning

This Agreement made on the.....day of.....2021 between the Board of Major Port Authority for Syama Prasad Mookerjee Port, Kolkata a body corporate constituted by the Major Port Authority Act 2021 having its Head Office at 15 Strand Road, Kolkata-700001 hereinafter called “SMP Authority” (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 assigns or successors in office) on the other part.

WHEREAS the SMP Authority are desirous of hiring nos. licensed country boat alongwithdinghy with manning including the work specified in the Tender Document should be carried out by the licensed country boat in 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 finalized and accepted by both parties prior to opening of price Bid submitted by the Contractor.
 - ii) The ‘SMP Authority’ 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 SMP Authority.
 - 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 anyway by mutual consent.
3. In consideration of the payments to be made by the SMP Authority to the contractor as hereinafter mentioned, the Contractor hereby covenant with the SMP Authority to execute the work of supplying nos. licensed country boat with experienced manning andnos. dinghy with experienced manning as per conditions & scope of work identified in documents noted in para-2 above and to the order of the SMP Authority for a period of 3(Thre) years in conformity in all respects with the provisions of the contract.

4. The SMP Authority 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 where of the parties have caused their respective Common Seals to be here unto affixed the day and year first above written.

The common seal of the SMP Authority 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.....

**Format of Affidavit for ESI
Exemption**

(on a Rupees Ten Non-judicial stamp paper)

Before the 1st Class Magistrate at.....

Affidavit

I.....son of.....aged about.....year, by faith ,
By occupation.....residing at.....,do hereby solemnly
affirm

And declare as follows:-

That I am the proprietor /Partner of having office at
.....and carrying on business on the said name and style.

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 clause
No.....of the tender No issued by SMP, Kolkata in
Respect of the work of supplying launches/ motorboat with manning.

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

Identified by me

DEPONENT

Indemnity Bond

(one Rupees Fifty Non-judicial stamp paper)

By this Bond I, Shri/Smt,.....son of
Shri/Smt.....residing at.....

By occupation....., the Partner/Proprietor/Director.....having
office at

....., am a bidder under Marine Department, SMP, Kolkata (A
statutory Body under MPA Act, 2021).

2. WHEREAS the said SMP, Kolkata had asked the bidder, who is not covered or exempted
under E.S.I. Act to furnish an Indemnity bond in favour of Marine Department , SMP, Kolkata
against all damages and accidents to the labourer of the Contractor.

3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Contractor named herein
above shall indemnify the SMP, Kolkata against all damages and accidents occurring to the
labourers / workers of the 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 tender
No..... of

4. AND the Contractor hereunder agrees to indemnify and at all times keep indemnified SMP,
Kolkata and its administrators and representatives against all possible claims or demands for
damages and accidents to the labourer of the Contractor.

IN WITNESS WHERE OF I,

The Partner/Proprietor/Director ofhereto

and seal this theday of in the yearat
.....

Sureties:

Signature of the Indemnifier

- a) Name:
Signature:
Address:
- b) Name:
Signature:
Address:
- c) Name:
Signature:
Address:

Format of Affidavit for P.F. Exemption

(On Rs.10/- Non-Judicial Stamp Paper)

Before the 1st Class 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 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** the firm is exempted from Provident Fund Act and the said bidder has no valid
Provident Fund Registration.
3. **THAT** present affidavit is to be filed before the SMP, Kolkata as per the Clause No.
_____ of the Tender No _____ issued by
SMP, Kolkata in respect of the work *__(please mention the work of the tender)*.
4. **THAT** the statements made above are all true to be best of my knowledge and belief.

DEPONENT

Identified by me

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, here by 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 (herein after referred to as SMP, 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 other wise 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) Whereby 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 faith fully,

Signature of Tenderer

Name _____

Designation _____

Date _____

Seal:

**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.

Format of Undertaking

Tender No.: MRN/CH/DRW/ /24 dated

Ref. No.....

Dated:

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

Dear Sir,

We,------(Name of Tenderer)

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 to 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.....

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 photo copy of the both sides of the PAN Card*):
8. GST Registration Number, Excise Duty Registration No
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)**

Proforma of Performance certificate / credential of works

(To be issued on Issuing Authority's letter head 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	

Proforma of Letter of Acceptance of the Work Order

(To be written in the official letter head of the Contractor)

No. _____

Date _____

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

**Sub: Hiring of licensed country boat for mark
work / gauge works for a period of 3 years**

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-X

CheckList

Tender No.: MRN/CH/DRW/ /24 dated

(Bidders are requested to check the list given below while uploading their offer by check mark or the reason where not applicable)

Sl. No	Document/Proof	(Yes/No)	Reference Document Tag / Remarks
1	Photocopy of Bid Document Fee payment proof		
2	Photocopy of EMD payment proof		
3	Brief particulars of the Firm (Form –A)		
4	Details of similar work carried out by the firm with value of each work supported by authentic documents with Work order /Agreement, Performance Certificate, etc. (see Form–B) alongwith TDS certificate including 26AS for verification.		
5	A separate letter addressed to the Director, Marine Department confirming that the Tenderer has accepted all terms and conditions laid down in the bid document		
6	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 – X)		
7	Copy of Trade License		
8	Copy of GST Registration Certificate		
9	Copy of PAN Card		
10	Certified copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable		
11	The details of launches proposed to be deployed for the purpose (as per enclosed format in Annexure – E)		
12	Letter of authority, if any		
13	Filled up Form of Tender as per <u>Annexure-I</u>		
14	Indemnity Bond as per <u>Annexure-V</u>		
15	Audited Annual Accounts for 2020-21, 2021-22 & 2022-23 supported by a Certificate from a Chartered Accountant		

16	ESI Reg. No . (if any),or filled-in Annexure–IV		
17	Copy of Current E.P.F. Registration or in case they are exempted under Provident fund Act, filled-in Annexure – VII		
18	Copy of Udyam Registration Certificate (if any)		
19	An undertaking as per format, given in <u>Annexure XI</u>		
20	Declaration regarding ban /delisting /debarment		
21	Certificate /declaration of compliance with Minimum Wages Act		
22	A declaration that the licensed boats and dinghy are free from all encumbrances and lien except for loan from financial institution		

☆

End

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