



Director, Marine Department

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

15, Strand Road, Kolkata – 700 001

Telephone no. 033-2230 3214 / 033-22303451, Extn-375

FAX No. 033-2231-3271, Email: calport@kolkataporttrust.gov.in

Website : kolkataporttrust.gov.in

**BID DOCUMENT
FOR THE TENDER OF**

Re-laying of one mooring buoy of NSD East Buoys

TENDER No. MRN/HMP/32/3/221

Dated : 28.09.2020

INDEX

TABLE OF CONTENTS		
Sl No.	Description	Page No.
1	Schedule of Tender (SOT)	3
2	Important Instructions for E-Tender	5
3	Tender Notice	8
4	Commercial Terms & Conditions	9
5	List of Annexure	21
6	Format of Price Bid	22

SYAMA PRASAD MOOKERJEE PORT, KOLKATA**Marine Department****Schedule of Tender (SOT)**

a.	NIT No.	Mrn/HMP/32/3/221, DT. 28.09.2020
b.	Mode of Tender	e-Procurement System (Online single part Techno-Commercial Bid and Price Bid through CPP Portal https://eprocure.gov.in/eprocure/app) The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender is acceptable by SYAMA PRASAD MOOKERJEE PORT, KOLKATA.
c.	(i) Estimated cost of Work (ii) Earnest Money Deposit @2% of estimated cost. (iii) Tender Document fees (non- refundable)	Rs. 4,50,000/- (Rupees four lakh fifty thousand only) The intending firms would require to submit an EMD of Rs.9,000/- (Rupees nine thousand only) Rs.590/-(Rupees five hundred ninety only) including @18% GST) The intending firms would require to submit Tender Document fees and “EMD” through DD/Banker Cheque in favour of Kolkata Port Trust on any scheduled/Nationalised Bank , payable at Kolkata, otherwise their offer will be summarily rejected.
d.	Duration of work	15 days
e.	Date of NIT available to parties to download	From 28/09/2020 after 1700 hrs
f.	Pre-Bid Meeting date , time & place.	07/09/2020 (at 1300 hrs) (Offline) at Harbour Master (Port)’s Office, Subhas Bhavaan, 40, Circular Garden Reach Road,Kolkata 700043.
g.	Last date of submission of EMD & Tender Document fee.	19/10/2020 (up to 14:00 hrs.)

h.	Date of Starting of e-Tender for submission of online (Techno-Commercial Bid and Price Bid) at CPP Portal	29/09/2020 (From 1000 hours onwards)
i.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	On 19/10/2020 (Up to 1400 hours)
j.	Date and time of opening of Techno-Commercial Bid and Price Bid	20/10/2020 (at 1400 hrs.) (Both the Techno Commercial Part & Financial Part will be opened on the same date)

Note: In case of unscheduled Holiday / Bandh on any of the above days, the same will be opened/ held on the next working day at the scheduled time without any further notice.

D. Paria
Harbour Master (Port) (I/C)
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
Tender Inviting Authority

ANNEXURE - A

2.0 Important Instructions for e-Tender

You are requested to read the terms and conditions of this tender before submitting your online tender. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the tender.

1.	<p>Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version 8 or above, and Java 8 Update 151 or 161.</p> <p>Further, bidders are requested to go through the following information and instructions available on the CPP Portal https://eprocure.gov.in/eprocure/app before responding to this e-tender:</p> <ul style="list-style-type: none"> ➤ Bidders Manual Kit ➤ Help for Contractors ➤ FAQ <p>Contact Persons (SYAMA PRASAD MOOKERJEE PORT, KOLKATA):</p> <ol style="list-style-type: none"> 1. Debasis Paria, Harbour Master(Port) (I/C), Phone :033-71003430 E-mail : dhmp@kolkataporttrust.gov.in 2. Indranil Mukherjee, Asst Mooring Master, Phone:9434020413 E-mail : indranil.m@kolkataporttrust.gov.in <p>Contact persons (CPP Portal):</p> <ol style="list-style-type: none"> 2. Shri Nazmush – Mob: 9563251950 email: webhelpdesk@gmail.com See CPP Portal for contact details.
2.	Single stage single part system comprising of two parts i.e. (i) Techno-Commercial Bid and (ii) Price Bid.
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
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 KoPT will not be responsible for any such lapses on this account.
5.	All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by KoPT. Hence the bidders are required to ensure that their corporate email ID provided is valid and updated.
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

	<p>any, will be that of the downloading parties.</p> <p>(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://eprocure.gov.in/eprocure/app.</p>
7.	E-tender cannot be accessed after the due date and time mentioned in NIT.
8.	<p>Bidding in e-tender:</p> <p>a) 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 fees is non refundable. No interest will be paid on EMD. EMD of the unsuccessful</p> <p>b. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>c. The bidder(s) who have submitted the above fees can only submit their Techno-Commercial Bids and Price Bid through internet in website https://eprocure.gov.in/eprocure/app.</p> <p>d. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>e. The e-tender floor shall remain open from the pre-announced date and time and for as much duration as mentioned above.</p> <p>f. 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.</p> <p>g. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>h. 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.</p> <p>i. 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.</p> <p>j. 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.</p>
9.	Any order resulting from this open e-tender shall be governed by the terms and conditions for the tender.
10	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.

11.	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website https://eprocure.gov.in/eprocure/app of CPP Portal.
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.
13	The bid will be evaluated based on the filled-in technical & commercial formats.
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.
15.	Necessary addendum / corrigendum (if any) of tender would only be hosted in the e-tendering portal of CPP.
16	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.
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, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.
18.	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) certificate has to be submitted along with the bid
19.	Due date of submission of Tender will not be extended under any situation.

TENDER NOTICE.

Tender No. Mrn/HMP/32/3/221, DT. 28.09.2020

Tender Notice for Re-laying of one mooring buoy of NSD East Buoys

Estimated Value of The Work	Rs. 4,50,000/- (Rupees four lakh fifty thousand only)
Earnest money	Rs.9,000/- (Rupees nine thousand only).
Cost of Tender Document	Rs.590/- (Rupees Five hundred ninety only)
Duration of work.	15 days.
Pre –Bid meeting	On 07/09/2020.At 1300 hrs.
Last date of submission	On 19/10/2020. Up to 1400 hrs.
Opening of Tender	On 20/10/2020. At 1400 hrs.

ISSUED BY:

HARBOUR MASTER (PORT),
MARINE DEPARTMENT
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
“SUBHAS BHABAN”,
40, CIRCULAR GARDEN REACH ROAD,
Kolkata – 700 043.
Website: www.kolkataporttrust.gov.in

ANNEXURE - B

Tender No. Mrn/HMP/32/3/221, DT. 28.09.2020

Commercial Terms & Conditions

1. E-Tender is invited from reliable, bonafide & experienced agency with required experience as per Prequalification criteria stipulated in Tender Document for salvage of mooring materials of dragged NSD East Buoy and relay the buoy in the original charted positions as per the Bill of Quantities. The Bid Document may be seen from the Central Public Procurement Portal (CPPP). Corrigenda or clarifications, if any, shall be hosted on the above mentioned website only. The tender is also published on website (www.kolkataporttrust.gov.in).

2. **Pre-Qualification Criteria.**

2.1 The firm must have experience of having successfully completed *similar work during the last 7 years up to 31.08.2020 which should be in the following manner:-

a) Three similar completed works, each costing not less than the amount equal to 40% of the estimated value i.e. **Rs.1,80,000/-**.

Or

b) Two similar completed works, each costing not less than the amount equal to 50% of the estimated value i.e. **Rs. 2,25,000/-**.

Or

c) One similar completed work, costing not less than the amount equal to 80% of the estimated value i.e. **Rs. 3,60,000/-**.

*** The similar work means, salvage of mooring buoy/ materials and restoring of dragged Mooring Buoy and relaying of the buoy in the original charted positions. Work experience, as a subcontractor shall not be considered as the requisite qualification.**

d) The average Annual Financial turnover of the intending bidder during the last 3 years should be at least 30% (Rs. 1,35,000/-) of the estimated amount put to tender.

e) 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 (i.e. 2017-18, 2018-19 & 2019-20), Current P.F. statement, E.S.I. Registration or documents specified here in. The firm should also submit documents/statements in support of compliance of Minimum Wages Act.

3. OTHER INSTRUCTIONS

3.1 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.

3.2 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.

3.3 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.

3.4 The tender paper can be downloaded from SMP, Kolkata website – www.kolkataporttrust.gov.in and Central Public Procurement Portal – <http://eprocure.gov.in>. Parties downloading the tender paper from website should ensure submission of the receipt from Treasurer, KoPT or original Bank Draft /Banker's Cheque payable to "**Kolkata Port Trust**" for an amount of Rs.590/- being the cost of tender document, failing which the tender will not be considered.

3.5 While evaluating tenders, regard would be paid to National Defence and Security consideration.

3.6 Further amendments, if any, would also appear in the same websites.

3.7 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.

3.8 **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.

4. MODE OF SUBMISSION OF BID

The tenders are to be submitted 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.

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

- a). Brief particulars of the Firm.
- b). Valid Trade License,
- c). GST Registration Certificate

- d). Valid Professional Tax Clearance Certificate/upto date tax payment challan.
- e). Authentic Performance Certificate of similar previous works carried out.
- 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.10/- to that effect as per enclosed SMP, Kolkata approved format enclosed in **Annexure -G**. In addition, the bidders not having ESI registration must also indemnify SMP, Kolkata against all damages and accidents occurring to their labour in a non-judicial stamp paper worth Rs.50/- as per enclosed format (**Annexure -H**).

- 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-I**).

- h). Original Bank Draft/Banker's Cheque/ Pay Order payable to "Kolkata Port Trust" for Earnest Money deposit of Rs. 9,000/- (Rupees nine thousand only and Cost of tender document of Rs.590/- in a separate cover super scribed as "Earnest Money Deposit & Cost of Tender Document".
- i). A separate letter addressing to Harbour Master (Port), 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).** Statement to confirm the status of the Bidder – whether a Partnership Firm, Company or Proprietorship Firm. If demanded by SMP, Kolkata, the bidder would be bound to furnish necessary documents in support of their statement in this regard.
- o).** Power of Attorney in original in connection with signing the tender document.
- p).** Filled up “Form of Tender” as per enclosed proforma.
- q).** Details of supervision and Liaison set up planned to be used for supervision and co-ordination of the work.
- r).** The Bidder must indemnify SMP, Kolkata against all damages and accidents in a non-judicial stamp paper worth Rs.50/- as per enclosed format (**Annexure- G**). SMP, Kolkata or an individual representing SMP, Kolkata cannot be held responsible for loss or damage caused or loss of lives or injury to contractor's workmen engaged for the purpose of said job or otherwise. It is contractor's responsibility to have adequately indemnified by an insurance company of repute.
- s).** Copy of Treasury Receipt of **Rs. Rs.590 /- (Rs.500+18% GST) (non refundable)**, as cost of Tender Document and Rs. 4800/- as Earnest Money Deposit issued by SMP, Kolkata or original Bank Draft/Banker's Cheque/Pay order in favour of “Kolkata Port Trust ” to be submitted. A photocopy of the same also to be uploaded in their offer through NIC's CPP Portal for e-Procurement (GePNIC).
- t)** Any additional information /deviation furnished by the Bidder.
- u).** **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 DOCUMENTS, GCC AND ADDENDA IF ANY, DOWNLOADED FROM THE INSTANT E-TENDER AND NO OTHER SOURCE, AND WILL COMPLIED TO THE SAID DOCUMENTS, GCC AND ADDENDA”

With this, there will be no necessity to upload signed bid documents and GCC

- 4.2 The contractor shall submit the documents as per the Check List above (i.e.as mention in clause no.-2 & 4.1) 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. 2 (Sl No. 'd' & 'e'), and clause no 4, (4.1, Sl. No. b, c, e, h, m, o, p, q, s & u are not submitted with the bid.
- 4.3 **Contents of Part-II (Price Bid)** : Price bid must be filled up in EXCEL Sheet through CPP Portal. The price, in Indian Rupees, shall be submitted as per enclosed format (**Annexure – C**), 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.

5. INSTRUCTION TO BIDDERS

- 5.1 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 “SYAMA PRASAD MOOKERJEE PORT, KOLKATA” website - www.kolkataporttrust.gov.in, Home page-Rules & Regulations-Non Service Regulations).
- 5.2 Tenders not accompanied with EMD in Original Bank Draft / Bankers Cheque / Pay order are liable for rejection.
- 5.3 “SYAMA PRASAD MOOKERJEE PORT, 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.
- 5.4 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.
- 5.5 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), SYAMA PRASAD MOOKERJEE PORT,
KOLKATA, “Subhas Bhavan”, 40, C.G.R. Road, Kolkata – 700 043.
Phone No. 033-71003430, email –dhmp@kolkataporttrust.gov.in

- 5.6 The bidders may please note that he 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 offices for making such inquiries. Should find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by.
- 5.7 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.
- 5.8 The General Conditions of Contract of shall be applicable wherever relevant.

6. Evaluation Criteria:-

- 6.1 During evaluation of Part-II i.e. Price Part, provided that the bidder submits his offer following e-tender stipulations & specifications, the overall lowest offer received shall be considered for acceptance by the Trustees.
- 6.2 The Bids received and accepted will be evaluated by method indicated in the Price Bid (Annexure –C).

7. Duties and Taxes :

- 7.1 Suppliers / service provider to confirm that the GST amount charged in invoice is declared in the return and payment of taxes is also made.
- 7.2 The Supplier / Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier / Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier / Service Provider and details available with SYAMA PRASAD MOOKERJEE PORT, KOLKATA, then payments to Supplier / Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time 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 SYAMA PRASAD

MOOKERJEE PORT, KOLKATA is not required to be reversed at a later date along with applicable interest.

- 7.3 SYAMA PRASAD MOOKERJEE PORT, KOLKATA has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the Supplier / Service Provider. Any loss of input tax credit to SYAMA PRASAD MOOKERJEE PORT, KOLKATA for the fault of suppliers shall be recovered by SMP, Kolkata by way of adjustment in the consideration payable.
- 7.4 Supplementary invoices / Debit note / Credit note for price revisions to enable SYAMA PRASAD MOOKERJEE PORT, KOLKATA to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.
- 7.5 The purchase order / work order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.
- 7.6 Any new statutory levies, taxes, duties, cess etc. imposed by the Central / State / Local Authorities by way of fresh notification subsequent to the issue of purchaser order, but within the stipulated delivery period, shall be recovered separately.

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.

8. EARNEST MONEY DEPOSIT:

- 8.1 An amount of Rs.9000/- shall be submitted as Earnest Money Deposit by Demand Draft / Banker's Cheque / Pay Order, payable to "Kolkata Port Trust".
- 8.2 Earnest money will be accepted only by Demand Draft / Banker's Cheque / Pay Order. Earnest Money of all bidders will be kept in safe custody. Only Earnest Money of L-1 bidder will be en-cashed and Earnest Money instruments of other bidders will be returned after opening of price bids without any interest.
- 8.3 Earnest Money Deposit of successful bidder will be returned without any interest after submission of Security Deposit. Earnest Money shall be forfeited, if any Bidder withdraws his / her offer within the validity period of the tender and/or alters / amends any terms and/or conditions and/or quoted rate(s), within the validity period of the offer, making it unacceptable to the SMP Kolkata. For the purpose of this provision, the validity period shall include any / all

extension thereof agreed to by the bidder in writing shall also be at liberty to deduct any of their dues from Earnest Money Deposit.

9. SECURITY DEPOSIT:

- 9.1 The successful tenderer will submit Security Deposit for a sum equivalent to 10% of the TOTAL EVALUATED PRICE of the tender as accepted by in Demand Draft in favour of “SYAMA PRASAD MOOKERJEE PORT, KOLKATA” and payable in Kolkata or in the form of Bank Guarantee as per the enclosed format (Annexure- E) in favour of “SYAMA PRASAD MOOKERJEE PORT, KOLKATA” from a National / Scheduled Indian Bank with office at Kolkata, through Harbour Master (Port). The Security Deposit will be kept with till the completion of the contractual period of six months and will be refunded as soon as possible after satisfactory completion of contractual period.
- 9.2 The Harbour Master (Port) shall have the right to ask for the extension of the above Bank Guarantee till such time the Contractual obligations are fulfilled and the Contractor will be duty bound to extend the same.

10. The scope of work will be as follows:

- 10.1 NSD East buoy has been parted from its moorings and dragged from its original charted position. At present it is secured and kept inside NSD basin. Mooring materials attached to the buoy are lying in the bed.

The mooring materials which is lying in the bed needs to be salvaged and inspected. If any of the mooring legs of the buoy is found missing either partially or wholly, same has to be relayed with the mooring materials supplied from the existing stock of Mooring Master at Kolkata. The buoy needs to be relayed in its original charted position with the salvaged or replaced mooring materials.

THE ABOVE WORK IS TO BE COMPLETED WITHIN 15 DAYS FROM THE ISSUANCE OF WORK ORDER.

- 10.2 Gate passes for entry to areas for men and materials connected with this work, would be provided free of cost by the office of the Harbour Master (Port).

11. The Conditions for the Tender are as Below:-

- 11.1 The Contractor should comply with all the contract labour laws, as applicable.
- 11.2 There is no provision for payment of any escalation on the price under this contract.
- 11.3 The Contractor shall be deemed to have indemnified the Trustees against all claims, demands, actions and proceedings and all costs arising there from or account of failure on their part or non-supply of said items within stipulated period.

- 11.4 The information being provided in the Tender document does not relieve the successful bidder from carrying out the works to suit the specified needs. The bidder shall inspect the site and use any and every other methods to ensure adequacy of their offer.
- 11.5 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, owing to dispute or otherwise or for any delay on the part of Trustees in making interim or final payment or otherwise.
- 11.6 Default of the Contractor: Without being liable for any compensation to the contractor the Trustees may in their absolute discretion, terminate the contract and expel the contractor there from after giving him a notice in writing due to occurrence of any of the following reasons:-
- (a) The Contractor has abandoned the contract
 - (b) In the opinion of the Asst. Mooring Master, either the work is not satisfactory or the work is not likely to be complied with in the agreed period of time on account of contractor's lapse.
 - (c) The contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
- 11.7 In case of dispute arising out of the contract, decision of the Chairman, Kolkata Dock System shall be final and binding on the contractor.
- 11.8 No correspondence whatsoever will be entertained on the Tender after opening of the price bid and placement of order.
- 11.9 The Trustees do not bind themselves to accept the lowest or any offer/Tender or part thereof and reserve the right to accept or not to accept any or all of the tenders either in whole or in part without assigning any reason whatsoever.
- 11.10 The validity of the offer will be 180 days from the date of opening of the price bid.
- 11.11 All taxes and duties are to be included in the bills of quotation. SMP, Kolkata is not liable to pay any tax or duty whatsoever.
- 11.12 As SMP, Kolkata is not a Registered Body Corporate; it is not liable to pay service tax under "Reverse Charge Mechanism" as per Service Tax Law. The service provider is liable to recover service tax as applicable.
- 11.13 'The General Conditions of Contract' shall be applicable as relevant.
- 11.14 **Insurance:** All persons deployed by the contractor shall be insured by the contractor at his / her cost SMP, Kolkata shall not be responsible in any manner for any accident to the personnel engaged by the Contractor during the entire operation or otherwise.

12. Interpretation of Terms

- 12.1 In the Contract and specifications the following works and expressions shall have the following meanings.
- 12.2 "THE TRUSTEES" - The expression "THE TRUSTEES" means the Board of Trustees of the .
- 12.3 "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.
- 12.4 "THE ENGINEER" - The expression "The Engineer" means the Harbour Master (Port), for the purpose of this contract only.
- 12.5 "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.
- 12.6 "DAY" - means duration of 24 hrs. commencing at 00.00 hours midnight till 2400 hours and includes Sundays and Holidays.
13. **Payment:** Payment shall be made to the contractor within 45 days of submission of relevant bills. Payment will be made only through ECS for which the Contractor must furnish the relevant bank details immediately after signing the contract.
14. **Termination of contract:** SMP, Kolkata at his sole discretion may terminate the contract after serving proper notice, if the performance of the contractor during the operation is not found satisfactory. The decision of about the performance will be final.
15. **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 herein 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 govt. policies subsequent to hire or any happenings affecting the performance by either party it's obligations under this charter which the party cannot reasonably prevent or control against.

Harbour Master (Port)

List of Annexures

Important Instructions for E- procurement	Annexure – A
Commercial Terms & Conditions	Annexure –B
Price Bid	Annexure – C
Form of Tender	Annexure – D
Proforma of Bank Guarantee (Performance Bond)	Annexure – E
Format of Affidavit for ESI Exemption	Annexure – F
Indemnity bond	Annexure – G
Format of Affidavit for Provident Fund Exemption	Annexure – H

ANNEXURE - C

FORMAT OF PRICE BID**TENDER NO. Mrn/HMP/32/3/221, DT. 28.09.2020****PRICE BID (COVER II)****BILL OF QUANTITY****Re-laying of one mooring buoy of NSD East Buoys**

Description of Work	Nature of charge Amount in figure and words
<p>NSD East buoy has been parted and dragged from its original charted position. At present it is secured and kept inside NSD basin. Mooring materials attached to the buoy are lying in the bed.</p> <p>The mooring materials which is lying in the bed needs to be salvaged and inspected. If any of the mooring legs of the buoy is found missing either partially or wholly, same has to be relayed with the mooring materials supplied from the existing stock of Mooring Master at Kolkata. The buoy needs to be relayed in its original charted position with the salvaged or replaced mooring materials.</p>	Lump-sum rate to be quoted

(Rupees(Total) (In word)_____
Signature of Bidder

(With Official Seal)

Date _____

Name _____

Address _____

ANNEXURE –D

FORM OF TENDER
(To be submitted with Technical Bid Part – I)

TENDER NO. Mrn/HMP/32/3/221, DT. 28.09.2020

To,

Harbour Master (Port),
SYAMA PRASAD MOOKERJEE PORT, KOLKATA,
40, Circular Garden Reach Road,
Kolkata 700043

Dear Sir,

I/We M/s. _____ having examined the site of work, read and fully understood the specifications, General & Special Conditions of tender and hereby undertake to execute and complete all the works required to be performed in accordance with specifications, Bill of Quantities, General & Special Conditions of Contract prepared by or on behalf of the Trustees and at the rates & prices set out in the annexed Bill of Quantities during the pendency of the contract from the date of order to commence the work 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 enclosed herewith/deposited with the Trustees' Financial Advisor & Chief Accounts Officer :

(a) Earnest Money of Rs.9,000/- vide _____ dated _____ Rs.590/- vide Receipt No _____ dated _____ being the cost of the tender document.

I/We agree that the period for which the tender shall remain open for acceptance shall not be less than 180 days.

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

I/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 the decision.

Yours faithfully,

Dated -----

WITNESS:

Signature

Name: (In Block letters).

Address:

Occupation:

(Signature of Bidder with Seal)

Name of the Bidder

(In Block Letter):

Address:

Note: all blank spaces to be filled in by the Bidder and be submitted along with tender.

ANNEXURE –‘E’

PROFORMA OF BANK GUARANTEE
(PERFORMANCE BOND)

(In lieu of Cash Security Deposit, to be issued by the Kolkata Branch of any National / Scheduled Indian Bank with office at Kolkata on Non-Judicial Stamp Paper worth Rs. 100/- or as decided by the Engineer/Legal Adviser of the Trustees).

To
 The Board of Trustees
 For the SMP Kolkata.

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

Name of Issuing Bank

Name of Branch.....

Address

In consideration of the Board of Trustees for the SMP Kolkata, a body corporate, duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt.....a proprietary Partnership/Limited/Registered Company, having its Registered Office at (hereinafter referred to as “The Contractor”) from cash payment of Security Deposit/payment of Security Deposit through deduction from the Contractors’ bills under the terms and conditions of a contract made between the Trustees and the Contractor for(write the name of the work as per Work Order) in terms of the Work Order 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 the Bank Guarantee for Rs Rupees), weBank..... Branch, Kolkata, do, on the advice of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs.....(Rupees.....). we.....BankBranch, Kolkata further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, we,.....Bank.....Branch, Kolkata 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 Trustees 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 Trustees, this would be no ground for us.....(Name of Bank),Branch, Kolkata..... to decline to honour the Bank Guarantee in the manner aforesaid. The very

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

1. We.....Bank.....Branch, Kolkata, further agree that a mere demand by the Trustees at any time and in the manner aforesaid, is sufficient for us.....Bank.....Branch, Kolkata 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, Kolkata to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. We.....Bank.....Branch, Kolkata further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that 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 Trustees 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 Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid up to and inclusive ofdays of20 and subject also to the provision that the Trustees 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, Kolkata in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required /determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

4. We.....Bank.....Branch, Kolkata further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees 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 Trustees against the contractor and to forebear or enforce any of terms and conditions relating to the said contract and WeBank..... Branch, Kolkata shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such matter or thing of

whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us,Bank.....Branch, Kolkata.

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

SIGNATURE.....

NAME

DESIGNATION.....

(Duly constituted attorney for and on behalf of)

BANK.....

BRANCH.....

Kolkata.....

(OFFICIAL SEAL OF THE BANK)

ANNEXURE – ‘F’

FORMAT OF AFFIDAVIT FOR ESI EXEMPTION

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

AFFIDAVIT

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 SYAMA PRASAD MOOKERJEE
PORT, 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 SYAMA PRASAD
MOOKERJEE PORT, KOLKATA as per the Clause No..... of
the 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

DEPONENT

Identified by me.

Annexure-‘G’

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

BY THIS BOND I, Shri / Smtson of Shri / Smt.

residing atby occupationthe Partner/Proprietor/Director
.....having office at, am a
bidder under Marine Department, SYAMA PRASAD MOOKERJEE PORT, KOLKATA (A
Statutory Body under MPT Act.1963).

1. WHEREAS, the said SYAMA PRASAD MOOKERJEE PORT, 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, SYAMA PRASAD MOOKERJEE PORT, 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 SYAMA PRASAD MOOKERJEE PORT,
KOLKATA against all damages and accidents occurring to the Labourers of the Bidder
/Contractor as demanded by the SYAMA PRASAD MOOKERJEE PORT, KOLKATA and
which shall be legal and/or claimed by the SYAMA PRASAD MOOKERJEE PORT,
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
SYAMA PRASAD MOOKERJEE PORT, 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 theday 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 1ST 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 atand carrying on business on the same name and style.

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

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.

2. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the clause no..... of the Tender vide Tender No. issued by the Kolkata Port Trust 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