

**Syama Prasad Mookerjee Port, Kolkata**  
**Haldia Dock Complex**  
**Office of General Manager Marine**  
**Jawahar Tower, Haldia – 721607**  
**Telephone no. 03224 263303/264818,**  
**Email: a.ghosh@kolkataporttrust.gov.in /gmmarinehdc@gmail.com**

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**BID DOCUMENT FOR**

**COLLECTION AND DISPOSAL OF USED OIL AND WASTE OIL**

**FROM MERCHANT VESSELS AT HALDIA DOCK COMPLEX.**

**TENDER No. GMM/226/MAIN/POL/OIL(RMVL)/106**

**E-TENDER NO: 2021\_KoPT\_614476\_1**

**ISSUED BY :**

**OFFICE OF GENERAL MANAGER(MARINE)**

**February – 2021**

## 1.0 NOTICE INVITING TENDER

Tender under single stage two system (Techno commercial bid & Price bid) are invited from bonafide Indian firms meeting the following Pre-qualification Criteria for collection and disposal of Used Oil and Waste Oil generated from Merchant vessels within Haldia Dock Complex for a period of three years.

Tender number: GMM/226/MAIN/POL/OIL(RMVL)/106

E-Tender no: 2021\_KoPT\_614476\_1

Non refundable Tender Fees	Date and time of Pre-Meeting	Date of starting e-tender	Last Date and time submission of Tender	Opening of Techno commercial bid of Tender
Rs 2950/- including GST	16/02/2021	24/02/2021 at 11:30 hrs	04/03/2021 upto 1500 hrs	05/03/2021 after 15:00 hrs
Estimated cost: Rs 3,33,96,000/- for 3 years				

## 2.0 Pre Qualification Criteria:

**Section A- Used oil :** Means any oil derived from crude oil or mixtures containing synthetic oil including used engine oil, gear oil, hydraulic oil, turbine oil, compressor oil, industrial gear oil, heat transfer oil, transformer oil, spent oil and their tank bottom sludge and suitable for refining but does not include waste oil.

**Section B- Waste oil :** Means any oil which includes spills of crude oil, emulsions, tank bottom sludge and slop oil generated from ships and is unsuitable for refining, but may be used as fuel in furnaces.

**Tenders can be submitted either for “Section A” or for “Section B” or for both the sections for which they should meet the following pre-qualification criteria.**

2.1 The firm must have valid Registration Certificate cum Pass Book for re-refining/recycling of hazardous wastes in the particular section for which they intend to bid for, issued by Central Pollution Control Board/State Pollution Control Board, for minimum 10 KL per annum for Section A(used oil) and for minimum 350 KL per annum for Section B ( waste).

2.2 The firm must have **Consent to Operate** under Section 25 & 26 of the **Water (Prevention and Control of Pollution) Act, 1974** and Section 21 of the **Air (Prevention and Control of Pollution) Act, 1981** from Centre/State Pollution Control Board.

2.3 The firm must have Grant of Authorization under the provision of the Hazardous Wastes (Management, Handling & Trans-boundary Movement) Rules, 2016 & amendments made thereafter by Centre/State Pollution Control Board.

2.4 The firm must have the capacity to engage a barge of 100 KL capacity for the entire period of contract so as to collect used / waste oil from riverine jetties at Haldia Dock Complex.

**Appropriate certification against each of the above four pre qualification criteria to be submitted for the relevant section they intend to bid for, without which the bid will not be considered.**

The bid document may be seen from the Central Public Procurement Portal (CPPP). Corrigenda / addendum or clarification, if any, shall be hosted on the above mentioned website only. The tender is also published on HDC website ([www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)).

### **3.0 SCHEDULE OF TENDER (SOT)**

a)	Tender No.	GMM/226/MAIN/POL/OIL(RMVL)/106
b)	Mode of Tender	e-Procurement System (Online Single stage two Part Techno-Commercial Bid and Price Bid through CPP Portal <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ) The intending bidders are required to submit their offer electronically through e-tendering portal only. No physical tender is acceptable.
c)	Period of Contract	3 (Three years) from the issue of Work Order.
d)	Estimated Cost of Tender	Rs 3,33,96,000/- for 3 years
e)	Bid Security declaration	The bidder shall be required to submit a Bid Security declaration stating: "If I/we withdraw or modify the Bid during the period of validity, or if I/we are awarded the contract and if I/we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids/request for proposals document, then I/we will be suspended for the period of time specified in the tender document from being eligible to submit Bids/ Proposals for contracts with the SMPK". The same has been attached as Annex-VII below.
f)	Tender Document Fee	The intending bidders should submit Rs 2950/- including GST as Bid document Fee (non-refundable), to Haldia Dock Complex, through DD/Banker Cheque in favour of Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex drawn on any Scheduled/Nationalized Bank payable at Haldia, otherwise their offer will be summarily rejected. Scanned Copy of the DD/Banker's Cheque should be uploaded.
		Note: Hard copy of the Copy of the DD/Banker's Cheque should reach the office of General Manager (Marine), HDC within due date. In case the aforesaid Bid Document fee [nonrefundable] is not deposited by the Bidder, the respective bid will be summarily rejected, treating the same as non-responsive.
g)	Date of NIT available to parties to download	From 05/02/2021

h)	Offline Pre-bid meeting date and time	At 1200 hours on 16/02/2021 at Office of General Manager Marine Jawahar Tower, Haldia – 721607 Telephone no. 03224 263303/264818
i)	Date of starting of e-tender for submission of online Techno-Commercial Bid & Price Bid at CPP Portal	At 11:30 hrs on 24/02/2021
j)	Last date of submission of physical submission of Bid Document Fee	Upto 1500 hours on 05/03/2021
k)	Date of closing of e-Tender for submission of online Techno-commercial & Price Bid at CPP Portal	Upto 1500 hours on 04/03/2021. There will be no extension to this submission date.
l)	Date & Time of opening Techno-commercial bid.	On 05/03/2021 after 1500 hours.
m)	Date & Time of opening Price Bid	Price Part of only Techno-commercially qualified bidders will be opened separately. Date and Time Will be intimated later.

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

GM(Marine)-I/C  
Haldia Dock Complex

#### **4.0 Important Instructions for e-Tender.**

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

**Further, bidders are requested to go through the following information and instructions available on the CPP Portal <https://eprocure.gov.in/eprocure/app> before responding to the Tender:**

- Bidders Manual Kit
- Help For Contractors
- FAQ

Contact Persons Syama Prasad Mookerjee Port, Kolkata:

1. Capt Abhijit Ghosh,  
General Manager (Marine)-I/C,  
Phone: 03224 263303/264818  
Mobile: 9836298699  
E-mail: [a.ghosh@kolkaporttrust.gov.in](mailto:a.ghosh@kolkaporttrust.gov.in)
2. Shri K.K.Singh  
Asst. Manager (Marine)

Ph:7478007301

E-mail: [kksingh.hdc@kolkataporttrust.gov.in](mailto:kksingh.hdc@kolkataporttrust.gov.in)

### Contact Persons (CPP Portal)

Shri Nazmush

Mob: 9563251950

Email: [webhelpdesk@gmail.com](mailto:webhelpdesk@gmail.com)

See CPP Portal for contact details.

## 5.0 TENDER AUTHORITY

General Manager Marine-I/C, Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata

e-mail : [a.ghosh@kolkataporttrust.gov.in](mailto:a.ghosh@kolkataporttrust.gov.in)

## 6.0 INSTRUCTION TO BIDDERS

6.1 Tender with supporting documents shall be submitted online as stipulated in the tender.

6.2 The bidder before filing and submitting the tender is expected to thoroughly examining the tender documents including all instructions, forms, terms, specifications, schedules failure/omission to furnish the information required by the tender document on submission of a bid which is not substantially responsive to the tender requirement will result in the rejection of such tender.

6.3 Mere downloading of tender document shall not mean that a particular bidder will be automatically considered qualified and their bid will be entertained. Such qualifications will be reviewed at the time of evaluation of bids.

6.4 In case there is an unscheduled Holiday / Bandh / Strike on the prescribed last date of submission, the next working day will be treated as the scheduled prescribed day for the same.

6.5 Tender document (non-transferable) will be available on CPP Portal <https://eprocure.gov.in/eprocure/app> and HDC website : [www.smpportkolkata.shipping.gov.in](http://www.smpportkolkata.shipping.gov.in) / CPP Portal.

6.6 Syama Prasad Mookerjee Port, Kolkata reserves the right to reject any / all tenders or to accept any tender in whole or in part without assigning any reason whatsoever.

6.7 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. Syama Prasad Mookerjee Port, Kolkata may reject outright any bid unsupported by adequate proof of the signatory's authority.

6.8 The Bid Document 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 inter lineation.

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

6.10 Syama Prasad Mookerjee Port, Kolkata reserves the right to ask anyone of the bidders, who have submitted their price quotations, to submit a break-up of the submitted prices with adequate justification to establish for each such component. Bidders to confirm in writing in the form of Tender that should Syama Prasad Mookerjee Port, Kolkata deem it necessary to ask for such a break up of quoted price, they will be duty bound to provide justification to the same failing which or if their justification of prices are found unacceptable to HDC, their Tenders may be cancelled by Syama Prasad Mookerjee Port, Kolkata.

6.11 The General conditions of contract as may be downloaded from HDC website:

**'Homepage -Rules and Regulations- Non Service Regulation'** shall be applicable wherever relevant.

6.12 The bidders must upload all the documents required as per Pre-qualification criteria and the documents enlisted under techno-commercial bid and Price-bid, failing which the tender shall lead to disqualification. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

6.13 Bidders shall sign their proposal and all attached documents with the exact name of the firm. The bid shall be duly signed and sealed by an authorized executive officer of the bidder's organization.

6.14 Bidders should indicate at the time of quoting against this bid their full postal and Telephone/Telex/E-mail address.

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

The Tenders either for Section-A or Section-B or for both the sections as may be relevant are to be submitted online without any deviation and condition.

### **The bid shall contain the following documents:-**

- a) Pre-qualification Documents as per clause no. 2.1,2.2,2.3 and 2.4.
- b) The bidder should submit Certified Copies of Audited Annual accounts i.e. Audited Balance Sheet and Profit & Loss Account for last three financial year ending 31.03.2020. In case the audited accounts of 2019-2020 is not ready, a certificate from the statutory auditor of the firm indicating the turnover of the firm during 2019-20 may be submitted. UDIN Number to mentioned on the Documents wherever applicable

Note:

#### **1. For Participation in Section A only (Used Only):**

Average Annual Financial Turnover during a period of last 3 years (ending on 31.03.2020) should be minimum Rs. 137100/-.

#### **2. For Participation in Section B only (Waste oil only) or Section A&B Both:**

Average Annual Financial Turnover during a period of last 3 years (ending on 31.03.2020) should be minimum Rs. 32,02,500/-.

- c) The bidder must possess experience of having successfully completed works/contracts relating to collection and disposal of Waste oil or used oil etc. of Govt./Public/Private sector enterprise during a period of last 7 years ending last day of the month previous to the one in which tender is invited.

Note:

#### **i). For Participation in Section A (Used Only):**

The bidder must submit supporting document like work order along with Performance Certificate mentioning total value of work and period of completed works for their experience of similar completed previous works as mentioned above which should be in following manner:

1. At least 3 works/contracts each costing not less than Rs 182800/-.

Or

2. At least 2 works/contracts each costing not less than Rs 228500 /- .

Or

3. At least 1 work/contract costing not less than Rs 365600/-.

**ii). For Participation in Section B (Waste oil only) or Section A&B Both:**

The bidder must submit supporting document like work order along with Performance Certificate mentioning total value of work and period of completed works for their experience of similar completed previous works as mentioned above which should be in following manner:

1. At least 3 works/contracts each costing not less than Rs 4270000/-.

Or

2. At least 2 works/contracts each costing not less than Rs 5337500 /-.

Or

3. At least 1 work/contract costing not less than Rs 8540000/-.

- d) Photocopy of the original Bank Draft / Bankers cheque against Payment of Bid Document Fee.
- e) A separate letter addressed to General Manager(Marine), Marine Department confirming that the bidder has accepted all terms and conditions laid down in the Bid Document.
- f) Details of supervision and liaison set up planned to be used for supervision and co-ordination of the work.
- g) Price Bid Format duly signed without any condition or deviation.
- h) Form of tender duly filled in Bidder's Letter Head.
- i) A declaration that the firm has not be debarred/de-listed by any Govt. / Quasi- Govt. / Public Sector Undertakings.
- j) Authentic documents relating to registration under GST Authority and ESI Authority as applicable.
- k) Copy of Current Trade License as applicable.

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 SMPK approved format enclosed. In addition, the bidders not having ESI registration must also indemnify SMPK against all damages and accidents occurring to their labour in a non-judicial stamp paper worth Rs.50/- as per enclosed format.

- l) All forms and format duly filled in as given at Appendixes.
- m) Valid Professional Tax Clearance Certificate/up-to-date tax payment challan.
- n) Power of Attorney in original in connection with signing the tender document.
- o) 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.
- p) 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).
- q) Self declaration of compliance of Contract Labour Regulation Abolition Act (1970), Workmen Compensation Act and Minimum wage Act.
- r) Brief particulars of the firm mentioning company's registration.

**8.0 UNDERTAKING:**

The bidder shall submit following unconditional undertaking while submitting the bid using digital signature.

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

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

**THE DOCUMENTS UPLOADED BY THE BIDDERS WILL BE SCRUTINIZED. IN CASE ANY OF THE INFORMATION FURNISHED BY THE BIDDER IS FOUND TO BE FALSE DURING SCRUTINY OR ANY KIND OF DEFAULT ON ACCOUNT OF BIDDER. PUNITIVE ACTION INCLUDING SUSPENSION AND BANNING OF BUSINESS CAN ALSO BE TAKEN AGAINST DEFAULTING BIDDER(S).**



## **9.0 SCOPE OF WORK:**

**9.1** All vessels generate some amount of used oil, waste oil during their normal operation which is stored either in drums or in the slop tanks of the vessel. Such oil needs to be collected and disposed of from all Merchant Vessels as per International Convention for Prevention of Marine Pollution from ships (MARPOL-73/78) and Hazardous Waste (Management, Handling & Trans-boundary Movement) Rules 2016 of the Ministry of Environment and amendments made thereafter by Centre/State Pollution Control Board.

**9.2** The job involves collection of used oil & waste oil generated from Merchant vessels, DCI dredgers and ports crafts at Haldia Dock Complex. Entire work has been divided into two sections i.e. Section-A and Section- B.

Section A: Collection and Disposal of Used Oil.

Section B: Collection and Disposal of Waste Oil.

**9.3** Obtain necessary permissions from Customs and other Statutory Authorities for carrying out the operation as may be necessary at their own cost.

**9.4** Maintain appropriate records of collection of used oil and waste oil from individual vessels and submit a monthly report to Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata and State Pollution Control Board and/ or other Statutory Authorities as required.

**9.5** Obtain certificate from the concerned vessel about the quantity of used/waste oil collected and submit the same to HDC within a week of completion of the work in Annexure III of MEPC.

**9.6** To get the hazardous waste manifest (Form 10) signed by HDC, Syama Prasad Mookerjee Port, Kolkata official for the used/waste oil collected from vessel on every occasion for onward submission to State Pollution Control Board and/or any other regulatory authority.

**9.7** Make arrangements to transport the collected used oil/waste oil to their own premises, at their own cost, and compliance of necessary formalities. Syama Prasad Mookerjee Port, Kolkata will not be responsible in anyway in this regard.

**9.8** All road transport to be used for transportation of used oil/ waste oil should be fitted with tracking devices for monitoring its movement so as to ensure end to end disposal of Hazardous waste as per requirement of IMO.

**9.9** Submit Registration Certificate cum Pass Book issued by Central Pollution Control Board/State Pollution Control Board to representative authorized by Engineer of the contract every month for making necessary entry for the quantity collected.

**9.10** Collect the used oil & waste oil on “as is where is basis” as per the quantity indicated in the work order issued from time to time. Small quantity of oil floating in engine room bilges of the vessels or in enclosed dock area will have to be collected by mops with labourers. If required, contractor has to pump out the oily water/waste oil from tanks, as per vessels requirement.

**9.11** To obtain dock permit for his workmen from Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata after submission of requisite document and fees. The workmen to wear Helmet, Reflective jackets & Safety Shoe while working inside Docks.

**9.12** Make necessary arrangement of his own for collection of used/waste oil without hampering Port operations.

**9.13** The job involves collection of used & Waste oil generated from Merchant vessels within Haldia Dock Complex. Such collection can be done in oil barges or tanker lorries. Charges as applicable as per Scale of Rates will be payable by the contractor. The contractor must provide an appropriate barge of capacity of at least 100 KL for collection of waste oil / used oil from Haldia Oil Jetties as well as from double banked ships as and when required.

**9.14** The contractor has to arrange to keep the water surface in the impounded dock system, jetties and the river bank free of any oil at all times, as per the specific instruction from Marine Operations Division which has to be carried out within 24 hrs. of such work order. Necessary infrastructure and manual labour is to be provided by him for which no payment will be made by HDC, HDC.

**9.15** It should be clearly understood that HDC will not be involved in any manner with regard to the quality of the used/waste oil disposed of by ships. No reference, whatsoever, will be entertained from the contractor in this regard.

## **10.0 SPECIAL CONDITIONS OF CONTRACT:**

**10.1** Necessary insurance coverage, if any, for workmen is to be arranged by the contractors for which no payment will be made by HDC, SMPK and any liability/dispute arising out of these shall not have any bearing upon HDC, SMPK.

**10.2** The contractor shall use only registered crafts/barges for collection/ disposal. The crafts/barges shall be insured against wreck and pollution liability.

**10.3** No complaint from the contractor will be entertained on the quality of used oil/ waste oil collected from the different vessels.

**10.4** HDC, SMPK shall in no manner be responsible for accident, injury or loss of life to the personnel engaged by the contractor.

**10.5** No sub-contracting of the work will be allowed. The work to be carried out by the employee on role of the Contractor.

**10.6** The contractor shall have to follow all the relevant Labour Laws which are in force and Trustees shall not be responsible in case of any violation thereof in any way. The Contractor shall have to settle or to pay all damages or claims if any passed by any legal authority in case of any dispute between his labour and vessel(s) on which he is deputed to work.

**10.7** The contractor shall be deemed to have indemnified the trustees against all claims, demands, actions and proceedings and all costs arising there from on account of:

10.7(i) Payment of all royalties, local taxes other payments of compensation, if any, for getting all materials and equipment required for work.

10.7(ii) Pollution of water way and damage caused to river, lock, or other structure related to water way during the course of work.

10.7(iii) Any damage arising due to handling of oil or transportation within docks or in the river would be the responsibility of the contractor.

**10.8** The job is to be carried out under supervision and to the satisfaction of Engineer of the Contract or his authorized representative.

**10.9** In case of any dispute, decision of the General Manager, Marine Department, HDC shall be final and binding on the contractor.

**10.10** The contract will automatically come to an end if the State Pollution Control Board withdraws its permission or refuses to extend the same during the period of contract. In such case the security deposit will be forfeited.

**11.0 Deadline for submission of tender :**

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

**12.0 OTHER INSTRUCTIONS :**

**12.1** Bidders are advised to submit quotation online based upon Technical Specification, Terms & Conditions, Scope of Work, Special Conditions of Contract contained in the Bid Documents and General Conditions of Contract (GCC) and not to stipulate any deviation. The General Conditions of Contract of Kolkata Port shall be applicable wherever relevant. Should it, however, become unavoidable, deviations should be suggested during Pre-Bid meeting. HDC 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 HDC.

**12.2** Syama Prasad Mookerjee Port, Kolkata will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.

**12.3** The work is to be done as described in Bid-Documents. The Bidders who needs clarifications on any specific issue shall inform the Engineer in writing well in advance of the date of Pre-Bid discussion.

The bidders are advised to examine the tender documents carefully and if the bidders find any discrepancy or omission in the Bid Document or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer, who may send a written explanation to the queries. No oral interpretations shall be made by any Bidder as to the meaning, if any, of the provisions of the Bid Documents.

**12.4** The bidders may please note that the HDC, Syama Prasad Mookerjee Port, Kolkata will not entertain any correspondence or queries on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the HDC, Syama Prasad Mookerjee Port, Kolkata's Offices for making such enquiries. Should HDC, Syama Prasad Mookerjee Port, Kolkata find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by HDC, Syama Prasad Mookerjee Port, Kolkata.

**12.5** Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder. HDC, Syama Prasad Mookerjee Port, Kolkata may reject, accept or prefer any bid without assigning any reason whatsoever.

**12.6** Fax / e-mail offers / physical offer will not be considered. Bidders should prepare their bid themselves. Bids prepared by agents will not be recognized. HDC will not be liable for any financial obligation in connection with any work until such time, HDC communicates to the successful bidder in writing its decision to entrust the work .

### **13.0 Amendment of Tender Documents :**

At any time, prior to the deadline for submission of tenders, HDC may for any reason whether on its own initiative or on a response to a clarification requested by a prospective bidder, modify the tender documents by issuance of an addenda, which shall be writing and uploaded in the same websites. Such addenda will form part of their tender. The tender document shall be deemed to be amended only by way of the amendments mentioned above. Any other communication issued to the bidders shall not be constitute to as amendments to the Tender Document.

### **14.0 Bid Security declaration and Bid Document Fee:**

The bidder shall be required to submit a Bid Security declaration stating: “If I/we withdraw or modify the Bid during the period of validity, or if I/we are awarded the contract and if I/we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids/request for proposals document, then I/we will be suspended for the period of time specified in the tender document from being eligible to submit Bids/ Proposals for contracts with the SMPK”.The same has been attached as Annex-VII below.

The intending bidders should submit Rs 2950/- as Bid document Fee (non-refundable), to Haldia Dock Complex, through DD/Banker Cheque in favour of Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex drawn on any Scheduled/Nationalized Bank payable at Haldia, otherwise their offer will be summarily rejected. Scanned Copy of the DD/Banker’s Cheque should be uploaded.

Micro & Small Enterprises (MSEs) shall submit the following documents for availing themselves of waiver of Bid Document Fee.

i) Valid NSIC registration certificate with list of store/item / services/ works for which registration is issued.

OR

ii) Certificate of DIC or Aadhar based MSME certificate where the categories of firms i.e. Micro or Small is mentioned.

### **15.0 SECURITY DEPOSIT:**

Successful Bidder will submit ‘Security Deposit’ for a sum equivalent to **Rs. 5,00,000/- (Five Lakhs Only) for each section** either in Bankers Cheque/Demand Draft in favour of “Syama Prasad Mookerjee Port, Kolkata” from a Nationalised Bank payable at Haldia with 10(ten) days after issuance of LOI.

HDC shall en-cash the Security Deposit in the event of the contractor fails to comply with the conditions of the contract or when the contractor has defaulted for more than 15 days to commence operation at the order of authorized officer or when any amount is to be recovered from the contractor as usual payment to HDC on rate offered to HDC as per price bid or penalty or deduction and the contractor fails to remit such amount within 30 days after due notice given in this regard.

The Security Deposit will be released without any interest after successful completion of the contract after deduction of any amount that may be due to HDC.

## **16.0 INSTRUCTION FOR FILLING THE BIDS**

**16.1** The bid can only be submitted in the name of the bidder.

**16.2** The bidders shall sign their proposal and all attached documents with the exact name of the firm.

**16.3** Bidder should indicate at the time of quoting against this bid their postal / e- mail address and telephone and fax numbers.

**16.4** HDC, Syama Prasad Mookerjee Port, Kolkata reserves the right to ask any one of the bidders, who have submitted their price quotations to submit a break-up of the submitted prices with adequate justification to establish for each such component. Bidders shall confirm in writing in the form of Tender that should Syama Prasad Mookerjee Port, Kolkata deem it necessary to ask for such a break up of quoted price, they will be duty bound to do so as requested to HDC and they shall be further duty bound to provide justification to the same, failing which or if their justification of prices are found unacceptable to HDC, their Tender may be cancelled by Syama Prasad Mookerjee Port, Kolkata.

## **17.0 PRICING OF THE BID**

### **General**

The Bid shall be quoted in and as per format of Price Bid and in Indian Rupees.

Validity of Price Bid:

The Price Bid shall be valid for acceptance for a minimum period of 180 (one hundred eighty) days from the scheduled date of opening of the Techno-commercial Bid.

### **18.0 Risk Purchase**

The Contractor will be issued a Work Order with a notice of 48 hrs. for collection of used oil/waste oil indicating therein the expected quantity to be received and the vessels position. If the contractor fails to undertake the work within the period of vessels stay at Haldia Dock Complex, HDC would be at liberty to get the work done through any of the registered refiner of State Pollution Control Board/ Central Pollution Control Board and necessary shortfall in income of HDC, if any, for the same will be recovered from the Security Deposit maintained by the contractor with HDC. However, the Engineer of the Contract may waive such penalty if he is satisfied that the reasons for not undertaking the work are beyond the control of the contractor.

### **19.0 Termination of Contract**

**19.1** In case of failure on the part of the contractor to carry out any of the assigned works as per contract. For three such consecutive failures, HDC would be at liberty to terminate the contract without any further notice and forfeit the Security deposit. In such an eventuality, HDC will be at liberty to get the work done through H-2 bidder or any of the willing bidder of the respective section at H-1 rate till finalization of the new contract.

**19.2 Consent to Operate** under Section 25 & 26 of the **Water (Prevention and Control of Pollution) Act, 1974** and Section 21 of the **Air (Prevention and Control of Pollution) Act, 1981** & Grant of Authorization under the provision of the Hazardous Wastes (Management, Handling & Trans-boundary Movement) Rules, 2016 & amendments made thereafter by Centre/State Pollution Control Board to remain valid during the entire period of the Contract failing which the

contract will be terminated forthwith.

**20.0** “LETTER OF INTENT” “Letter of Intent” means the formal acceptance by HDC of the tender.

**20.1** “TENDER” “Tender means the Contractor’s priced offer to HDC for the execution and completion of the works and the remedying of any defects therein in accordance with the provisions of the contract, as accepted by the Letter of Intent.

**21.0** INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION

**21.1** 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.

**21.2** If the Contractor is dissatisfied with any such decision of the Engineer/his representative, he shall within 15 days after receiving notice of such award/ Decision, requires that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.

**21.3** If there is still no settlement as mentioned at Clauses the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 including all amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrator and inform the other party within 60 days. If the other party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996, including any amendment thereof.

**21.4** Notwithstanding anything contained herein above, Employer also reserve the right to invoke arbitration in all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract etc.

**21.4** The place / jurisdiction of arbitration shall be in Kolkata, West Bengal, India.

**21.5** 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.

**21.6** 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.

**21.7** 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.

**21.8** 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.

**22.0** Period of Contract: 3(Three Years) from date of Work Order.

### **23.0 Evaluation Criteria**

Price Bid will be evaluated on the basis of the highest offer received amongst the bidders as per the evaluation criteria mentioned in the price bid separately for each Section 'A' and 'B'. GST for the quoted rates will be payable to HDC in addition. Duties and taxes would not be considered for evaluation.

For Evaluation Purpose Tentative Quantity of used oil and waste oil to be disposed per year is considered as follows:

Section A (i.e Used Oil): 10 KL per year

Section B (i.e Waste Oil) : 350 KL per year

### **24.0 List of enclosed formats**

Annexure-I Format of Price Bid.

Annexure-I Form of tender

Annexure-II Format Form of Agreement.

Annexure-III Format of affidavit for ESI exemption.

Annexure-IV Format for Indemnity bond.

Annexure-V Format of Affidavit for Provident Fund exemption.

Annexure-VI Format for Power of Attorney for signing of Tender.

Annexure-VII Format for for Bid Security Declaration

Annexure-VIII Format of Price Bid

**25.0 Note:** The provision of the Special Conditions of Contract & Technical Specifications shall be deemed to override the provisions of the General Conditions of the Contract, only to the extent of such repugnancy or variation in Special Conditions of Contract & Technical Specifications, as are not possible of being reconciled with the provisions of General Conditions of contract.

ANNEXURE-ISyama Prasad Mookerjee Port, KolkataMARINE DIVISIONFORM OF TENDER

(To be submitted with Technical Bid)

TENDER NO. GMM/226/MAIN/POL/OIL(RMVL)/106

General Manager, Marine

Haldia Dock Complex

Syama Prasad Mookerjee Port,

I/We \_\_\_\_\_ of \_\_\_\_\_

having examined the tender in detailed including the quality of oil to be collected and disposed, Scope of Work, General and Special Conditions of Contract and Conditions of Tender, hereby undertake to execute and complete all works required to be performed in accordance with the Scope of Work, General and Special Conditions of Contract prepared by or on behalf of Port Trust for and at the rates and price set out in the Annexed Bill of Quantities from the date of order to commence the work up to the last date of contract period and in the event of our tender being accepted. I/we also undertake to enter into a contract, if required, to give effect to the acceptance of the tender.

I/We agree that the period for which tender shall remain valid is for 180 days from the date of opening of Techno-Commercial bid and in default of our so doing , then I/we will be suspended for the period of time specified in the tender document from being eligible to submit Bids/ Proposals for contracts with the SMPK.

I / We agree that you are not bound to accept the Highest 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 their decision.

Date:

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

Name : \_\_\_\_\_

Address: \_\_\_\_\_



**Annexure-II****FORMAT OF AGREEMENT**

(on Rs. 50/- STAMP PAPER)

**AGREEMENT FOR COLLECTION AND DISPOSAL OF USED OIL AND WASTE OIL**

This Agreement made on the .....day of..... 202.. between the Board of Trustees of the Port of Kolkata, a body corporate constituted by the Major Port Trust Act 1963 (No. 38 of 1963) having its Head Office at 15, Strand Road, Kolkata-700001 hereinafter called “Trustees” (which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part and M/s..... having its 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 Trustees are desirous to authorize a contractor for collection and disposal of used oil and waste oil including the work specified in the Bid document should be carried out 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 Trustees 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 Trustees.
  - iv) The work order..... dated.....
  - v) All correspondences and minutes of the meeting by which item 2(i) to 2(iv) is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the contractor to the Trustees as hereinafter mentioned, the contractor hereby covenant with the Trustees to execute the work of collection and disposal of used oil and waste oil as per conditions & scope of work identified in documents noted in para-2 above and to the order of the Trustees for a period of three years in conformity in all respects with the provisions of the contract.

4. The Contractor also agree that HDC will have the liberty to undertake the work through any other suitable party in case of the failure of the carryout the work in the manner set out in the Tender document.

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

The common seal of the Trustees for the Port of Kolkata was hereunto affixed in the presence of

**General Manager,  
Marine Department,HDC**

Authorised Signatory of  
the Contractor.

The Common Seal of the contractor

**Witness**

1.....

2.....

## Annexure-III

**FORMAT OF AFFIDAVIT FOR ESI EXEMPTION**

On the Rupees Ten Non judicial stamp paper BEFORE THE 1<sup>ST</sup> CLASS MAJISTRATE 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.

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

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 files before the Syama Prasad Mookerjee Port, Kolkata as per  
the clause No.....of the tender No issued by Syama Prasad Mookerjee Port, Kolkata in  
respect of the work( the work is to be mentioned.)

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

Identified by me.

DEPONENT

## Annexure-IV

**INDEMNITY BOND**

BY THIS BOND I, Shri/Smt. ...., son of Shri/Smt. .... residing at  
 ..... by occupation ..... the  
 Partner/Proprietor/ Director ..... having office at  
 ....., am a bidder under Marine Department, Haldia Dock  
 Complex, Syama Prasad Mookerjee Port, Kolkata (A statutory Body under MPT Act, 1963).

WHEREAS, the said Haldia Dock Complex, 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, Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata  
 against all damages and accidents to the labourer bidder/contractor.

NOW THIS BOND OF INDEMNITY WITNESSETH THAT the bidder /contractor named  
 herein above shall indemnify the Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata  
 against all damages and accidents occurring to the labourers of the bidder/ Contractor as  
 demanded by the Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata and which  
 shall be legal and /or claimed by the Haldia Dock Complex, Syama Prasad Mookerjee Port,  
 Kolkata during the execution of the work stated in the NIT No. .... of .....

AND the contractor hereunder agree to indemnify and at all times keep indemnified the Haldia  
 Dock Complex, Syama Prasad Mookerjee Port, Kolkata and its administrator and representative  
 and also all such possible claim or demand for damages and accidents.

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

Sureties:

Signature of the Indemnifier

a) Name : Signature : Address :

b) Name : Signature : Address :

c) Witnesses Name :

Signature :

Address :

## Annexure-V

**FORMAT OF AFFIDAVIT FOR PROVIDENT FUND EXEMPTION**

(ON THE RUPEES TEN NON-JUDICIAL STAMP PAPER)

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

**AFFIDAVIT**

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

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

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

2. THAT my aforesaid Firm is exempted from Provident Fund Act and the said Firm has no valid Provident Fund Registration. In support of this statement copy of **exemption certificate** issued by provident fund authority is attached herewith.

3. THAT the present affidavit is to be filed before the Syama Prasad Mookerjee Port, Kolkata as per the clause no..... of the Tender vide Tender No.....issued by the Syama Prasad Mookerjee Port, Kolkata in respect of the work (the work is to be mentioned).

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

Identified by:.....  
Deponent

**Annexure-VI****Format For Power Of Attorney For Signing Of Tender****(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 10 )**

Dated:

**POWER OF ATTORNEY****To whomsoever it may concern**

Mr. \_\_\_\_\_ [Name of the Person(s)], residing at  
 \_\_\_\_\_ [Address of the person(s)], acting as  
 \_\_\_\_\_ (Designation of the person and name of the firm), and whose  
 signature is attested below, is hereby authorized on behalf of  
 \_\_\_\_\_ [Name of the Tenderer (in case of a consortium, name of  
 the lead member)] to sign the tender [(Tender No ..... and (Tender  
 subject- “.....”)] and submit the same and is hereby further authorized  
 to provide relevant information/ document and respond to the enquiry's etc. as may be  
 required by Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata (SMPK) in respect  
 of the tender.

And I/ we hereby agree that all acts, deeds and things lawfully done by our said attorney shall  
 be construed as acts, deeds and things done by us and I/ we undertake to ratify and confirm all  
 and whatsoever that my / our said attorney shall lawfully do or cause to be done for me / us by  
 virtue of the power hereby given.

(Attested signature of Mr. \_\_\_\_\_)

For \_\_\_\_\_ (Name of the Tenderer / Consortium Members with  
 Seal)

**Note –**

(In case of Consortium, representative of all members must sign)

**Tender No.:** - GMM/226/MAIN/POL/OIL(RMVL)/106

**Format for Bid Security Declaration**  
(To be Declared in a Stamp Paper of Rs 50/-)

The General Manger (Marine)  
Haldia Dock Complex  
Syama Prasad Mookerjee Port, Kolkata

Sir

“If I/we withdraw or modify the Bid during the period of validity, or if I/we are awarded the contract and if I/we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids/ request for proposals document, then I/we will be suspended for the period of time specified in the tender document from being eligible to submit Bids/ Proposals for contracts with the SMPK”.

Bidder Name

**PRICE BID  
BILL OF QUANTITY  
(To be submitted signed and stamped with GST rate)**

Sl. No.	Material & Description	Rate payable to HDC per KL excluding GST
1.	Section A Collection and Disposal of used Oil	Rate to be quoted on CPP Portal per Kl
2.	Section B Collection and Disposal Waste Oil	Rate to be quoted on CPP Portal per Kl.

**Note : 1) In addition, Wharfage charge as per Scale of Rates, as applicable, is also to be paid by the contractor to HDC including applicable GST.....%**  
**2) The bidder can quote for either section A or B or Both as per their eligibility.**

**EVALUATION CRITERIA for Section A : (10 X A) =**

**EVALUATION CRITERIA for Section B : (350 x B) =**

Date:

Signature of Tenderer with Seal

Name: \_\_\_\_\_

Address: \_\_\_\_\_