

Section-III
NOTICE INVITING TENDER

SYAMA PRASAD MOOKERJEE PORT, KOLKATA, HALDIA DOCK COMPLEX

Syama Prasad Mookerjee Port, Kolkata invites Tender **from reliable, bonafide & experienced manufacturers/Authorized dealers/ Accredited agents for** Supply and delivery of 12 nos. Floating type pneumatic rubber fenders in ready to use condition and as per tender specifications.

Interested eligible tenderers may obtain further information and inspect the tender documents at the e-Procurement website <https://eprocure.gov.in>.

Tender number: GMM/215/Main/Fender/694
E-Tender No: 2020_KoPT_587031_1

Earnest Money	Bid Document Fee (Non Refundable)	Date and time of Pre- Bid Meeting	Date of starting of submission e-tender	Last Date and time submission of Tender	Opening of Techno commercial bid of Tender
Rs. 10,000/-	Rs. 1770 [including GST @ 18%]	09/10/2020 at 11:00 Hrs.	16/10/2020	02/11/2020	03/11/2020

ESTIMATED VALUE OF THE TENDER IN INDIAN RUPEES IS Rs 1,81,76,400/- (Rupees One Crore Eighty-One Lakh Seventy-Six Thousand Four Hundred) excluding GST.

TENDER DOCUMENT

SYAMA PRASAD MOOKERJEE PORT, KOLKATA HALDIA DOCK COMPLEX

**Office of the Manager (M.O.) ,
Marine House, P.O.: Chiranjibpur, Haldia-721604
Dist.: Purba Medinipur,
Ph. No. 03224-252340 FAX: 03224-252251
E-mail id: a.ghosh@kolkataporttrust.gov.in**

E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide & experienced manufacturers/Authorized dealers/ Accredited agents for Supply and delivery of 12 nos. Floating type pneumatic rubber fenders in ready to use condition and as per tender specifications.

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. Bidders will have to participate in bidding process through website <https://eprocure.gov.in/eprocure/app> only. The tender is also published on SMP website (www.kolkataporttrust.gov.in).

SCHEDULE OF TENDER (SOT)

TENDER NO.	GMM/215/Main/Fender/694
MODE OF TENDER	e-Procurement System (Online single stage, single cover, two 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 Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata System
E-Tender/Event No.	2020_KoPT_587031_1
Date of NIT available to parties to Download	12:30 Hrs from 30/09/2020
Estimated Cost	Rs 1,81,76,400/- (Rupees One Crore Eighty One Lakh Seventy Six Thousand Four Hundred) excluding GST.

Earnest Money Deposit	<p>The intending bidders must deposit Rs 10,000/- as Earnest Money, to Haldia Dock Complex, through DD/Banker Cheque in in favour of Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex payable at Haldia on any Scheduled/Nationalized Bank before opening of the tender, as specified in the Tender Document, otherwise their offer will be summarily rejected. Copy of the DD/Banker's Cheque should be uploaded. In case the said Earnest Money is not deposited by the bidder, the respective bid will be summarily rejected, treating the same as non-responsive.</p> <p>Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated here under :</p> <ul style="list-style-type: none"> a) Name of remitting vendor/contractor : b) E- Tender No. : c) Amount remitted: d) Remittance Bank Details: e) Ref. No.: f) Date of payment:
Bid Document fee	<p>The intending bidders should deposit Rs. 1770 [including GST @ 18%] 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 payable at Haldia on any Scheduled/Nationalized Bank before opening of the tender, as specified in the Tender Document, otherwise their offer will be summarily rejected. Copy of the DD/Banker's Cheque should be uploaded. In case the aforesaid Bid Document fee [non-refundable] is not deposited by the Bidder, the respective bid will be summarily rejected, treating the same as non-responsive.</p> <p>Details of Bid Document Fee remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder:</p> <ul style="list-style-type: none"> a) Name of remitting vendor/contractor : b) E- Tender No. : c) Amount remitted : d) Remittance Bank Details: e) Ref. No.: f) Date of payment:
Delivery Period	Within 5 (five) months from the date of placement of LOA/work order.
Bid Validity	6 months from the date of opening of the offer.
Security Deposit	5% of order value excluding GST

Venue of Pre-Bid Meeting (off-line).	Office of General Manager(Marine), 3rd Floor, Jawahar Tower, Haldia Township, Pin-721607 Purba Medinipur, West Bengal.
Pre-Bid meeting date & time	09/10/2020 at 11:00 Hrs.
Uploading of Replies to Queries of Pre-Bid meeting.	15/10/2020 upto 17:30 Hrs.
Starting date & time of submission of e-Tender at http://www.mstcecommerce.com/eprocho me/SMP	16/10/2020 from 11:00 Hrs. (IST).
Closing date & time of submission of e-Tender at http://www.mstcecommerce.com/eprocho me/SMP	02/11/2020 up to 15:00 Hrs. (IST).
Due date of submission of EMD and Bid Document Fee	The original DD/ Bankers Cheque against EMD and Bid Document fee should be submitted at the office of General Manager(Marine) within 03/11/2020 upto 15:00 Hrs. (IST).
Date & time of opening of offer	03/11/2020 from 15:30 Hrs. (IST) onwards.
Address of the Employer	Syama Prasad Mookerjee Port, Kolkata (SMP). 15 Strand Road, Kolkata – 700 001, West Bengal, India
Address of Engineer	General Manager (Marine) Haldia Dock Complex ; Syama Prasad Mookerjee Port, Kolkata. Address: 3rd Floor Jawahar Tower Complex ; P.O.: Haldia Township; Dist.: Purba Medinipur ; PIN: –721607 West Bengal, India. Telephone no. : + 03224-264818 E. mail : a.ghosh@kolkataporttrust.gov.in
	General Manager (Marine) Haldia Dock Complex

Contents

Sl. No.	Description	
1.	Important Instructions to Bidders	Section - I
2.	Commercial Terms & Conditions	Section - II
3.	Notice Inviting Tender	Section - III
4.	Special Conditions of the Contract	Section - IV
5.	Declaration by the Bidder	Annexure – I
6.	Proforma of Bank Guarantee	Annexure – II
7.	Format in case of Joint Venture/Consortium Agreement	Annexure – III
8.	Form of Tender	Annexure – IV
9.	Format of Affidavit for ESI Exemption	Annexure – V
10.	Form of Agreement	Annexure – VI
11.	General Condition of Contract	Annexure – VII
12.	GST Details	Annexure – VIII
13.	Specifications	Annexure – IX
14.	Unpriced BoQ	Annexure – X

Section-I

Instructions for online Bid Submission

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 this e-tender:

- Bidders Manual Kit
- Help for Contractors
- FAQ

Contact Persons (Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex):

1. A. Ghosh, General Manager(Marine)-I/C, Mob: 03224264818
E-mail: a.ghosh@kolkataporttrust.gov.in
2. K. K. Singh, Assistant Manager, Mob: 7478007301,
E-mail: kksingh.hdc@kolkataporttrust.gov.in

Contact persons (CPP Portal):

1. **Shri Nazmush – Mob: 9563251950 email:**webhelpdesk@gmail.com **See CPP Portal for contact details.**

1. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
2. E-tender cannot be accessed after the due date and time mentioned in NIT.
3. SMP 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.
4. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
5. No deviation to the technical and commercial terms & conditions are allowed.
6. The bidders must upload all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the tender shall not be considered.
7. The bid will be evaluated based on the filled-in technical & commercial formats.
8. Bidder has fully read and understood the entire Tender Document, GCC, Corrigendum and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Corrigendum and Addenda. **A declaration in this regard is to be made by the bidder.**
9. Tender will be opened electronically on specified date and time as mentioned in the NIT. Bidder's can witness electronic opening of Bid. Necessary addendum/corrigendum (if any) of the tender would only be hoisted in the CPP portal.

10. No deviation to the technical and commercial terms & conditions are allowed.
11. After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
12. HDC has the right to cancel this e-tender without assigning any reason thereof.
13. 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.
14. The bid will be evaluated based on the filled-in technical & commercial formats.
15. 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.
16. Micro & Small Enterprises(MSEs) 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
 - ii. Certificate of DIC or Aadhar based MSME certificate where the categories of the firm i.e. micro or small is mentioned.
17. Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012. When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.
18. 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.
19. Due date of submission of tender will not be extended under any situation.

Section-II

SYAMA PRASAD MOOKERJEE PORT, KOLKATA
HALDIA DOCK COMPLEX
Office of the Manager, Marine Operations ,
Marine House, P.O.: - Chiranjibpur,
Dist.: Purba Medinipur,
Pin : 721604, West Bengal.
Ph. No. 252340, FAX: 03224-252251
E-mail id: a.ghosh@kolkataporttrust.gov.in

Commercial Terms & Conditions

No.	TERMS	RESPONSE
1	Mere participation in e-tender will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.	AGREE
2	Price Bids (Part-II) shall be opened along with Part-I Bids	AGREE
3	Micro & Small Enterprises(MSEs) shall submit the following documents for availing themselves of waiver of EMD and cost of tender documents:- a) Valid NSIC registration certificate with list of stores/ items/ services/ works for which registration is issued b) Certificate of DIC or Aadhar based MSME certificate where the categories of the firm i.e. micro or small is mentioned.	AGREE
4	Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.	AGREE
5	When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.	AGREE
6	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.	AGREE
7	Due date of submission of tender will not be extended under any situation.	AGREE
8	EARNEST MONEY : As per NIT	AGREE

9	Tenders submitted without requisite Earnest Money are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) for items for which the tender is invited.	AGREE
10	SCOPE OF WORK: As per Tender Document	AGREE
11	The Terms and Conditions of Tender shall be read in conjunction with the General Conditions of Contract, Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.	AGREE
12	The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract of Ko.P.T, HDC. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Manager(M.O.), Haldia Dock Complex, thereon shall be final and binding upon all parties.	AGREE
13	The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Trustees' General Conditions of contract is the integral part of the tender / contract.	AGREE
14	The Trustees also reserve the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders before opening of the price bids.	AGREE
15	The Trustees are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.	AGREE
16	The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court of KOLKATA.	AGREE
17	Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.	AGREE
18	Bidder shall get himself thoroughly familiarized with the site conditions and the nature of job. Noncompliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.	AGREE
19	The bidder should sign the "DECLARATION OF THE BIDDER" to denote his acceptance and submit the same along with his offer.	AGREE

20	VALIDITY : The tender shall remain open for acceptance for a period of 6 months from the date of opening of techno-commercial bid. If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.	AGREE
21	NON- RESPONSIVE BIDDER :- (i) The offer/tender shall be treated as non-responsive, if the bidder does not accept 6 months validity period from the date of opening of techno-commercial bid as provided in the tender or (ii) Offer / tender is submitted with any deviation from the tender terms & conditions. [AGREE
22	EARNEST MONEY AND SECURITY DEPOSIT : As per tender Document	AGREE
23	Performance Guarantee : As per Tender document	AGREE
24	In the event, the successful bidder fails to execute the order within the stipulated period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order may be cancelled at the option of the Trustees’.	AGREE
25	PRICES: Rate to be quoted on line for items in BOQ.	AGREE
26	Evaluated value as per scope of work will have to be quoted.	AGREE
27	The Bidder shall state clearly his quoted rates both in figure & word .	AGREE
29	Price(s) quoted should remain firm over the contract period.	AGREE
30	All taxes & duties are deemed to be included in the quoted rate except GST as applicable.	AGREE
31	EVALUATION CRITERIA : As per relevant clause of Tender document.	AGREE
32	PAYMENT: As per Tender document	AGREE
33	Work is to carried out as per terms & condition of the contract document.	AGREE
34	Penalty: As per Tender document.	AGREE
35	Compensation (Liquidated damages for failure to supply/ delayed Supply): As per Tender document.	AGREE
36	Compensation against Termination of contract due to Force majeure: As per Tender Document.	AGREE
37	Compensation against Termination of contract due to contractor’s default: As per Tender Document.	AGREE

- | | | |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| 38 | Compensation against Termination of contract due to Employer's default: As per Tender Document. | AGREE |
| 39 | Technical capacity : As stipulated in Tender document | AGREE |
| 40 | Financial capacity : As stipulated in Tender document | AGREE |
| 41 | <u>Dock Permits</u>
The successful Bidder shall have to obtain permits from the office of the Manager (Marine) or his authorized representative for delivery of materials and Dock Permit or as directed for entry of their vehicles and workers into the Trustees' Stores for unloading and stacking of the material. Such permits shall be issued to the Bidder against receipt of proper application with payment of necessary charges (if any) for the same during normal working hours on any working day. The cost of the permits will have to be borne by the contractor. | AGREE |
| 42 | <u>Jurisdiction of Court</u>
The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Kolkata/Haldia. | AGREE |

Section-III
NOTICE INVITING TENDER

SYAMA PRASAD MOOKERJEE PORT, KOLKATA, HALDIA DOCK COMPLEX

Syama Prasad Mookerjee Port, Kolkata invites Tender **from reliable, bonafide & experienced manufacturers/Authorized dealers/ Accredited agents for** Supply and delivery of 12 nos. Floating type pneumatic rubber fenders in ready to use condition and as per tender specifications.

Interested eligible tenderers may obtain further information and inspect the tender documents at the e-Procurement website <https://eprocure.gov.in>.

Tender number: GMM/215/Main/Fender/694
E-Tender No: 2020_KoPT_587031_1

Earnest Money	Bid Document Fee (Non Refundable)	Date and time of Pre- Bid Meeting	Date of starting of submission e-tender	Last Date and time submission of Tender	Opening of Techno commercial bid of Tender
Rs. 10,000/-	Rs. 1770 [including GST @ 18%]	NA	16/10/2020	02/11/2020	03/11/2020

ESTIMATED VALUE OF THE TENDER IN INDIAN RUPEES IS Rs 1,81,76,400/- (Rupees One Crore Eighty-One Lakh Seventy-Six Thousand Four Hundred) excluding GST.

ABBREVIATIONS/DEFINATION

Tender	:	e-tender
SMP	:	Syama Prasad Mookerjee Port, Kolkata
HDC	:	Haldia Dock Complex
M.O.	:	Marine Operation
Sq.M.	:	Square Meter
OEM	:	Original Equipment Manufacturer
RPFC	:	Regional Provident Fund Commissioner
ESI	:	Employee State Insurance
SoR	:	Scale of Rates
EPF	:	Employee's Provident Fund
JV	:	Joint Venture
Applicant	:	Bidder
Contractor	:	Successful Bidder
BQ	:	Bill of quantities

Instruction to the Bidders(ITB)

1. Essential Documents to be submitted along with Techno-Commercial Bid.:

I) The bidder must possess experience of having successfully completed works/contracts relating to Supply and delivery of Floating type pneumatic rubber fenders in 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 which should be in the following manner :-

1 At least 3 works/contracts each costing not less than Rs 72,70,560/-.

Or

2. At least 2 works/contracts each costing not less than Rs 90,88,200/-

Or

3. At least 1 work/contract costing not less than Rs 1,45,41,120/-

ii) The bidder during a period of last 3 years (ending on 31.03.2020) or last completed financial year should have Average Annual Financial Turnover of minimum of Rs. 54,52,920/-.

Note: Certified Copies of Audited Annual accounts i.e. Audited Balance Sheet and Profit & Loss Account for last three financial year ending 31.03.2020 to be submitted. 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.

iii) Copies of Work Order(s) and Work Execution Certificate of having successfully completed works/ contracts in support of their claim of work experience.

Note: The work execution certificate must contain the following information such as i) Work Order number ii) Actual Payment made for the contract/ works concerned.

Note: Bid will be considered rejected if bidder does not submit any of the essential documents.

iv) Valid Authorized Dealership/ Accredited agent ship certificate applicable in case of a dealer/ agent as applicable.

2. Other Document to be submitted along with Techno-Commercial Bid.

- a) Annexure – I (Declaration by the bidder)
- c) Annexure – III (In case of Joint Ventures/ Consortium Agreement)
- d) Annexure – IV (Form of Tender)
- e) Annexure – V (Form of Affidavit for ESI Exemption).
- g) Annexure – VII (signed and stamped copy of GCC).
- h) Annexure – VIII (GST Details)
- I) Annexure – IX (Specification)
- j) Annexure – X (Unpriced BoQ)
- k) Signed and stamped copy of the Tender Document.
- l) Addendum/Corrigendum / Notice / Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.
- m) 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.
- n) Copy of up to date Professional Tax Payment Challan.
- o) Copy of valid Certificate for E.P.F. & E.S.I. indicating respective Code No(s).
- p) Copies of valid Trade License .
- q) Partnership deed (duly attested) in case the bidder is a partnership firm.
- r) Certified copy of Memorandum of Association in case the bidder is a company.
- s) The bidder should have registered for GST and should submit a copy of GST Registration Certificate.

3. Criteria for association of firms, acting jointly and severally:

In case of association, in the form of a Licensing Agreement or a Technical Collaboration Agreement or a Joint Venture Agreement or a Consortium with other manufacturer(s), the members of the association should nominate one of the members as “Lead Partner” for participating in the bid and for signing all the documents related therewith, up to signing of Contract Agreement and execution thereafter (in case of award of contract). All the members of the association must also be jointly and severally responsible for satisfactory performance of the contract (in case of award of contract). Scanned copies of Agreements amongst the “Lead Partner” and other members of the association are to be uploaded by the bidder in the “Pre-qualification & Techno-commercial Bid”

The experience of each member of Licensing Agreement or Technical Collaboration Agreement or Joint Venture Agreement or Consortium would be considered at par with other firms, subject to the condition that the collective experience of the members, comprising the Licensing Agreement or Technical Collaboration Agreement or Joint Venture Agreement or Consortium, must meet the criteria established in the MEC.

4. If any bidder has a Licensing Agreement or a Technical Collaboration Agreement or a Joint Venture Agreement or a Consortium with other manufacturer(s), then the bidder should comply with the following:

4.1 A copy of Licensing Agreement/ Technical Collaboration Agreement/ Joint Venture Agreement is to be uploaded along with the “Pre-qualification & Techno-commercial Bid”, duly attested by the bidder. Such Agreements should be in the nature of legally acceptable Agreements.

4.2 The bidder should submit an additional Supplementary Agreement, duly signed by all the Partners of the Licensing Agreement/Technical Collaboration Agreement/Joint Venture Agreement, on a Non-judicial Stamp Paper of worth not less than Rs. 50.00, duly notarised, covering the following points:

- i. The Licensing Agreement/ Technical Collaboration Agreement/Joint Venture Agreement, irrevocable in nature, is valid for at least a continuous period of 10 (ten) years from the date of commissioning of the plant.
- ii. One of the partners shall be nominated as the “Lead Partner”
- iii. The Lead Partner shall be authorized to incur liabilities and receive instructions for & on behalf of any & all the partners. The entire execution of the contract, including payment, shall be carried out exclusively through the Lead Partner.

During the entire period of the contract, the Lead Partner cannot be changed. In the event of the Lead Partner becoming defunct, selection of the new Lead Partner would be made, as may be mutually agreed between the remaining partner(s) and KoPT, without any additional financial involvement. As the approval towards such new Lead Partner is the sole discretion of KoPT, it must be approved by them, in writing. The said new Lead Partner shall also be jointly, as well as severally, liable with the remaining partner(s) for the satisfactory performance of the contract as per the scope of these bidding documents.

- iv. The scope and responsibilities of all the Partners of Licensing Agreement/Technical Collaboration Agreement /Joint Venture Agreement, in terms of financial & technical commitment/contribution, should be explicitly mentioned and the Partners should be severally & jointly responsible for the satisfactory performance of the contract as per the scope of these bidding documents.
- v. In case of successful bidder, the Contract Agreement is to be signed by legally authorised signatories of all the Partners

4.3 In the event of default of any Partner in the execution of his part of the contract, the Lead Partner shall have authority to assign the work to any other party acceptable to the Employer (KoPT), to ensure the execution of the part of the contract. The said party shall also be jointly [with the remaining Partner(s)] as well as severally liable so far as the unfinished part of the contract is concerned.

5. Authority in signing the bid / offer

- 5.1 In case the bid is submitted by a **Proprietorship Firm**, the same should be signed either by the **Proprietor** or other person(s), holding a valid **power of attorney / authorisation** from the proprietor, in connection with this bidding process. The signature of such power of attorney holder(s) / authorised person(s) should be attested by the proprietor. Such **power of attorney / authorisation** should be uploaded along with **Techno-commercial Bid [Part I]**.
- 5.2 In case the bid is submitted by a Partnership Firm, the same should be signed either by the partner(s), holding valid power of attorney from the partners or other person(s), holding valid authorisation from such power of attorney holder(s), subject to approval of the partner(s) in the matter of giving such authorization, in connection with this bid. The signature of such power of attorney holder(s) / authorised person(s) should be attested by the partners or power of attorney holder, as the case may be. Such power of attorney / authorisation should be uploaded along with Techno-commercial Bid [Part I].
- 5.3 In case the bid is submitted by a **Limited Company**, the same should be signed by the person(s) holding valid **power of attorney / authorisation**, executed in his / their favour (in connection with this bid) and the signature of such **power of attorney holder(s) / authorised person(s)** should also be attested, in accordance with the constitution of the Limited Company. Such **power of attorney / authorisation** should be uploaded along with **Techno-commercial Bid [Part I]**.
- 5.4 Such **power of attorney holder(s) / authorised person(s)** should put his / their signature identical with the attested one, in the relevant documents submitted / uploaded, in connection with the instant bidding process [including “**Techno-commercial Bid**”]. In case of putting different signatures in different documents / offers, all such signatures should be attested by the same person in line with the above.

6 Pre-Bid Meeting

- 6.1 A prospective bidder requiring any clarification of the instant Bidding Documents shall contact **General Manager (Marine), HDC**, in writing, or raise their enquiries during the **Pre-bid meeting**.
- The **prospective bidders** are requested to submit their queries / observations / suggestions / requests for clarification, in connection with the instant Bidding Documents, in advance, to enable **SMP** to prepare response / clarifications and make pre-bid meeting meaningful.
- 6.2 As indicated in the Schedule Of Tender, pre-bid meeting will be conducted off-line on behalf of HDC, SMP. The purpose of this pre-bid meeting will be to clarify issues and to answer questions on any matter (in connection with the instant Bidding Documents only) that may be raised at that stage.
- Authorised representative(s) of the prospective bidders will be allowed to attend the Pre-bid meeting, which will be held on the date, time & at the venue stipulated in the Schedule Of Tender (SOT).
- The designated representative(s), who will be deputed to attend the pre-bid meeting, should submit their authorization in this regard. The signature of such designated person(s) should be attested by the authorized signatory of the prospective bidders. Otherwise, the designated person should have to submit the proof of his identity through other means.
- 6.3 The prospective bidders are advised to attend the pre-bid meeting. However, non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.4 Unless otherwise notified, **all the queries / observations / suggestions / requests for clarification** (related to the instant Bidding Documents only) [including the **queries / observations / suggestions / requests for clarification raised during pre-bid meeting**], received till the date of **pre-bid meeting**, will be considered. **SMP's** response / clarifications (including description of queries / observations / suggestions / requests for clarifications, but without identifying its source), in this regard, will be communicated to all the known prospective bidders (i.e. who would **attend pre-bid meeting** or **submit queries / observations / suggestions** or **requested for clarification**), in writing, well in advance to the last date of submission of bids. The aforesaid **queries / observations / suggestions / requests for clarification** and **SMP's** response / clarifications will also be hosted in the websites, as specified in the **Notice Inviting e-Tender**.

Any modification to the Bidding Documents, which may become necessary as a result of the **SMP's response / clarifications**, so issued, shall be made through the issue of an addendum / corrigendum, pursuant to **ITB**.

6.5 The Bidder shall be deemed to have **examined** thoroughly the instant Bidding Documents, in full, [considering all addenda / corrigenda issued (if any)], **visited the site & surroundings** and to have **obtained all necessary information in all the matters** whatsoever that might influence while carrying out the job as per the conditions of the instant **Bidding Documents** [considering all addenda / corrigenda issued (if any)] and to satisfy themselves to sufficiency of their bid, etc. If they shall have any issue to be clarified, the same should be brought to the notice of **SMP**, in writing, as set out in **ITB**.

The bidders are advised to acquaint themselves with the job involved at the site, like availability of labour, means of transport, communication facilities, laws and bye laws in force from Government of West Bengal & Government of India and other statutory bodies from time to time. The Bidder shall be deemed to have examined and collected all necessary information as to risk, contingencies and other circumstances, which may be necessary for preparing the Bid.

Visiting the site shall be at the bidder's own expense. Failure to visit to site will no way relieve the Contractor (successful Bidder) of any of their obligation in performing the work and liabilities & responsibilities thereof, in accordance of the contract.

6.6 Necessary Gate Pass/Dock Entry Permit, for entering into the Dock area, will be issued to the designated representative(s) of the prospective bidders, on chargeable basis [as per the extant "Scale of Rates" of SMP, available at <http://www.kolkataporttrust.gov.in/> of Syama Prasad Mookerjee Port, Kolkata], to visit the site, for the purpose of inspection only, on receipt of a formal written request. The signature of such designated person(s) should be attested by the authorized signatory of the prospective bidders. Otherwise, the designated person(s) should have to submit proof of his/their identity through other means.

However, during the pre-bid meeting, if the prospective bidders are willing to enter into the dock area, they will be allowed through VIP Pass of HDC free of cost.

Such prospective bidder will be fully responsible for any injury (whether fatal or otherwise) to its designated representative(s), for any loss or damage to property, or for any other loss, damage, costs and expenses whatsoever caused, which, but for the granting of such permission, would not have arisen.

The prospective bidder will be liable to indemnify SMP against any loss or damage to the property of SMP or neighbouring property which may be caused due to any act of prospective bidder or their designated representative(s).

7 Amendment of Bidding Documents

7.1 At any time, prior to the last date for submission of bids, **SMP** may, for any reason whether at its own initiative or in response to the **queries/ observations/suggestions/requests for clarification**,

amend and modify the bidding documents by issuing Addenda/Corrigenda. Such Addenda/Corrigenda will be hosted in the websites, as specified in the **Notice Inviting e-Tender**.

- 7.2 Any Addendum/Corrigendum, thus issued, shall be part of the bidding documents and shall be communicated, in writing, to all the known prospective bidders (i.e., who would attend Pre-bid Meeting or submit queries / observations / suggestions or request for clarification), well in advance to the last date of submission of bids.
- 7.3 To give prospective bidders reasonable time to take the Addendum / Corrigendum into account in preparing their bids, SMP may, at their discretion, extend the last date for submission of the bids, prior to the closing date & time of e-Tendering.

PREPARATION OF BIDS

8 Cost of bidding

The Bidder shall bear all costs associated with the preparation and submission of their bid, and **SMP** shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

9 Language of Bid

The Bid, as well as all correspondence and documents relating to the bid, exchanged by the Bidder and SMP, shall be written in the **English language only**. If the supporting documents and printed literature, that are part of the bid, are in another language, they must be accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the bid, such translation shall govern.

10 Documents comprising the Bid

The Bid shall comprise of the following :-

(a) Techno-commercial Bid:

The Pre-qualification & Techno-commercial Bid comprises all documents [including the Bidding Forms (provided in these bidding documents), duly filled in, signed and stamped] required to be submitted as per the Notice Inviting e-Tender, Schedule of Tender (SoT), Instructions To Bidders (ITB) and any other relevant clause(s) of these bidding documents.

(b) Price Bid:

The Price Bid comprises the prices only and the same are to be submitted electronically, through the website of CPPP Limited only.

11 Form of Tender

The bidder shall have to submit (upload) the “**FORM OF TENDER**”. This form **must be completed without any alterations** to its format, and no **substitutes shall be accepted**. All blank spaces shall be filled in with the information requested. Such **duly filled in “FORM OF TENDER”** should be uploaded.

12 Price Schedule

- 12.1 The Bidder shall quote their price on-line (**through CPPP portal only**) as per the **Price Schedule** in the Price bid (Part-II), without any condition or deviation. Price indicated anywhere else, in any other form or manner, will not be considered for evaluation.

- 12.2 The Bidder should submit (upload) the format at Annexure -VIII of the instant Bidding Documents, duly filled in the GST rates at appropriate places and signed & stamped as token of acceptance.

13 Bid Prices

- 13.1 The prices are to be quoted by the Bidder **through CPPP portal**, considering the requirements, as detailed in price schedule and scope of work and other terms & conditions of the Bidding Documents (considering all addenda / corrigenda issued).
- 13.2 Except where otherwise expressly provided, the contractor shall have to provide all materials, labour, plant and other things necessary in connection with the contract, although everything may not be fully specified, and although there may be errors and omissions in the specifications.
- 13.3 The prices and rates entered (electronically through CPPP Portal) **as per the Price Schedule** (Bill of Quantities), in the Price bid by the **Bidder**, shall include, inter alia, all costs and expenses involved in execution of their work as per the scope of work.
- 13.4 Rates & amounts quoted by the bidders in the “PRICE SCHEDULE”(online), should include all incidental charges [excluding GST], as applicable necessary for the complete services as described in this Bidding Document.

GST, as applicable, shall be paid extra against GST compliant invoice submitted by the Contractor.

The contractor will be required to submit GST compliant invoice with all required details and also be required to file timely and proper return so as to enable SMP to get due credit against GST paid. In case of any failure on the above account, GST amount, even if paid by SMP, shall be recoverable from the Contractor.

- 13.5 All quoted rates will remain firm during the validity period of the bid / offer, including any / all extension thereof, agreed by the bidder. However, GST will be extra as applicable.
- 13.6 The Bidder should clearly understand that they shall be strictly required to conform to all terms & conditions of the instant Bidding Documents [considering all addenda / corrigenda (if any) issued], as contained in each of its clauses and **plea of “Customs Prevailing”** will not be, in any case, admitted as excuse on their part, for infringing any of the terms & conditions.

No request for change or variation in rates or terms & conditions of the contract shall be entertained on the ground that the successful Bidder has not understood the work envisaged in the instant contract.

14 Currencies of Bid

The **Bidders** should quote the prices in **Indian Rupees (Rs)** only.

15 Period of validity of bids

- 16.1 Bids shall remain valid for the period of **6 months** after the bid submission deadline date (considering extension thereof, if any) as prescribed in **ITB**. A bid, valid for a shorter period, shall be rejected by **SMP**, treating the same as non-responsive.
- 16.2 In exceptional circumstances, prior to the expiration of the bid validity period, **SMP** may request the bidders to extend the period of validity of their bids. The request and the responses shall be made in writing.

A Bidder may refuse the request, without forfeiting their **Earnest Money Deposit (EMD)**. A Bidder granting the request shall not be required or permitted to modify its bid, except when option to do the same has been specifically granted by **SMP**, in writing.

17 Earnest Money Deposit (EMD)

- 17.1 The intending bidders should deposit an amount specified in the **Schedule of Tender (SoT)**, as **Earnest Money Deposit (EMD)**, in accordance with the procedure mentioned therein.
- 17.2 Failing to deposit the Earnest Money, in accordance with ITB, offer shall be rejected by the Employer (SMP), treating the same as non-responsive.

17.3 Refund of Earnest Money Deposit:

Earnest Money Deposit of the successful bidder shall be retained by SMP and Earnest Money Deposit of the unsuccessful bidders shall be refunded, without interest, within 2 (two) months from the date of opening of Price Bids or on finalization/acceptance of tender, whichever is earlier.

In case the bid of the **successful bidder** is found acceptable to **SMP** and contract is awarded with them, the **Earnest Money Deposit** of the **successful bidder (Contractor)** shall be retained by **SMP** till submission of **Performance Guarantee / Security Deposit** (in accordance with **ITB**) and signing of the **Contract Agreement** by **SMP** and the Contractor (in accordance with **ITB**), and shall be refunded thereafter.

In case, the successful bid is not found acceptable to SMP, Earnest Money Deposit of the successful bidder shall be refunded after the decision, in this regard, is finalized by SMP.

17.4 No interest shall be payable on the account of Earnest Money Deposit in any case.

17.5 Forfeiture of Earnest Money Deposit :

The EMD may be forfeited

- (a) if a Bidder withdraws their offer within the validity period of the bid / offer; and / or, alters / amends any terms and / or condition and / or quoted rate(s), within the validity period of the offer (excepting when option to do the same has been specifically granted by Syama Prasad Mookerjee Port, Kolkata , Haldia Dock Complex in writing) making it unacceptable to the Syama Prasad Mookerjee Port, Kolkata , Haldia Dock Complex;

or,

- (b) if the successful bidder,
 - i) fails to submit the Performance Guarantee / Security Deposit (as per SCC) for the specified sum and in the specified form, within the stipulated time;
 - and / or,
 - ii) fails to carry out the work or to perform / observe any of the conditions of the contract,

For the purpose of this provision, the validity period (of the bid / offer) shall include any / all extension thereof, agreed by the Bidder in writing. SMP shall also be at liberty to deduct any of their dues from Earnest Money. It should be however be clearly understood that in case of any default in any terms and or condition of the contract after placement of order but before submission of Performance Guarantee / Security Deposit (as per SCC), the same shall be dealt with in accordance with the relevant provisions of contract, including forfeiture of Earnest Money.

18 **Techno-commercial Bid:**

If the Bidder deliberately gives wrong information or conceals any information / fact in their bid, which shall be favourable for acceptance of their bid, fraudulently, then the right to reject such bid at any stage of execution, without any financial liability, is reserved by **SMP**.

19 **Priced Bid**

The Bidder should quote the offered rate appropriately in the PRICE BID, electronically, through the website of CPPP Ltd. only. Price indicated anywhere else, in any other form or manner, would not be considered for evaluation.

20 Deadline for submission of bids

Bids must be submitted within the closing date & time **indicated in the Schedule Of Tender (SOT)**.

SMP may, at its discretion, *extend the deadline for the submission of bids, prior to the closing date & time of e-Tendering*, by amending the Bidding Documents, in accordance with **ITB**, in which case all rights and obligations of **SMP** and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

21 Late Bids

This e-Procurement System would not allow any late submission of bid, after the closing date & time, as per the **Schedule Of Tender (SOT)** or extension, if any.

22 Withdrawal of bids

A Bidder may withdraw, substitute, or modify their bid on the e-Procurement System, before the closing date and time specified, but not beyond.

No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the **“FORM OF TENDER.”** or any extension thereof. Modification / Withdrawal of the bid sent through any other means shall not be considered by **SMP**.

Withdrawal of bid during the interval between such closing time on due date and expiring of the bid validity period, may result in forfeiture of EMD in accordance with **ITB**.

23 Bid opening

Both **Technical Bid** and price Bid will be opened at the date & time, indicated in the **Schedule Of Tender (SOT)**. The on-line bid-opening event may be viewed by the bidders at their remote end, by logging on to the e-Procurement System. A copy of the bid opening record shall be made available on the e-Procurement System.

24 EVALUATION OF BIDS

Confidentiality

Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the contract award.

Any attempt by a Bidder to influence **SMP** in the examination, evaluation and comparison of the bids, or contract award decisions may result in the rejection of their bid and forfeiture of **EMD**.

Notwithstanding **ITB**, from the time of bid opening to the time of contract award, if any Bidder wishes to contact **SMP** on any matter related to the bidding process, they should do so in writing.

25 Clarification of bids

To assist in examination, evaluation & comparison of the bids and qualification of the bidders, the Employer (**SMP**) may, at their discretion, ask any bidder for a clarification of their bid. The Employer (**SMP**) may also ask any bidder to withdraw any terms, / conditions mentioned in their offer, which are not in conformity with the terms & conditions specified in the NIT. In case any bidder fails to submit required clarification within the time stipulated by the Employer (**SMP**), in this regard, the tender would be processed in absence of the clarifications, which may result in disqualification of the corresponding bidder for the instant tender. Any clarification submitted by a bidder, which is not in response to a request by the employer (**SMP**), shall not be considered. The Employer's (**SMP's**) request for clarification and the response shall be in writing.

No change in the prices or substance of the bid shall be sought, offered or permitted, nor will the bidder be permitted to withdraw their bid before expiry of the validity period of the bid.

26 Deviations, reservations and omissions

During the evaluation of bids, the following definitions apply :

- (a) “Deviation” is a departure from the requirements specified in the bidding documents ;
- (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding documents ; and
- (c) “Omission” is the failure to submit part or all of the information or documentation required in the bidding documents.

27 Responsiveness of bids

27.1 Responsiveness of a bid would be determined on the basis of the contents of the bid itself, and clarification(s).

27.2 A responsive bid is one that meets the requirements of the Bidding Documents without deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would
 - i) affect in any substantial way the scope, quality, or performance of the work specified in the Contract; or
 - ii) limit in any substantial way, inconsistent with the Bidding Documents, SMP’s rights or the bidder’s obligations under the proposed contract; or
- (b) if rectified, would unfairly affect the competitive position of other bidders presenting responsive bids.

27.3 Bidders shall not contain the following information / conditions to consider them responsive :

- (a) Either direct or indirect reference leading to reveal the prices of the bids in the Techno-commercial offers
- (b) Adjustable prices, other than the provisions stated in **ITB**.

27.4 If a bid is not responsive to the requirements of the bidding documents, it shall be rejected by SMP and may not subsequently be made responsive by the bidder, by correction of the material deviation, reservation, or omission.

28 Nonconformities, errors and omissions

During examination, evaluation & comparison of the bids and qualification of the bidders, the Employer (SMP) may, at their discretion, ask any bidder for submitting any document(s) [in case of shortfall in required documents (relating to capacity or otherwise)]. In case any bidder fails to submit required documents within the time stipulated by the Employer (SMP), in this regard, the tender would be processed in absence of the documents, which may result in disqualification of the corresponding bidder for the instant tender.

Any document submitted by a bidder, which is not in response to a request by the Employer (SMP), shall not be considered. The Employer’s (SMP’s) request for submission of further document(s) shall be in writing.

SMP shall examine the bids [including the further documents / clarifications received in accordance with **ITB**] to confirm that all documents requested in **ITB** have been provided and to determine the completeness of each document submitted.

Provided that a bid is responsive, **SMP** may waive any nonconformities or omissions in the bid that do not constitute a material deviation.

29 Examination of Technical offer :

SMP shall examine the bid to confirm that all terms and conditions specified in the **NIT including GCC)** have been accepted by the bidder without any material deviation or reservation or omission.

If on examination of the “Techno-commercial Bid” of pre-qualified bidders, it is found that they have not accepted all Techno-commercial terms & Conditions of the Bidding Documents [considering all addenda /corrigenda, issued], Price part of such bidder(s) will not be considered.

30 Price Bid

PRICE BIDs of the bidders, who qualifies in the “Pre-qualification & Techno-commercial Bid”, will only be considered for evaluation

31 Comparison & Evaluation of Price-Bid and selection of Successful Bidder

- 31.1** Evaluation will be made on unit lowest (L1) landed price (excluding GST) quoted against the individual tendered item among the techno-commercially qualified bids subject to the fulfilment of necessary Tender conditions and benefits will be extended to MSEs registered with NSIC as per New Public Procurement Policy as notified by the Government of India, Ministry of Micro, Small & Medium Enterprises (MSME) in The Gazette of India vide No. 503, dated 26.03.2012. When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy. It is not obligatory on the part of the Trustees to accept the Lowest Tender. They reserve the right to accept a Tender in full or in part and / or reject a Tender without assigning any reason thereof.
- 31.2** In the event of Part Order being placed, the rate(s) against each of the item(s) constituting the order shall be identical to the rate(s) for the corresponding item(s) quoted in the Price Bid, tender terms and conditions shall also remain unaltered. Irrespective of whether order is placed on part or, on the whole of the BOQ no plea for subsequent withdrawal or the amendment will be entertained.
- 31.3** In case it is found that the quoted “**PRICE**” is same for two or more bidders and their bids become the lowest, the respective bidders will be given chance to submit their fresh Price Bid, subject to the condition that the fresh rate so quoted must be less than the rate quoted by the respective bidders earlier. Selection of the successful bidder will be made on the basis of the revised “**lowest PRICE**” thus obtained.

32 SMP right to accept any bid and to reject any or all bids.

SMP reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to bidders.

33 Award of Contract

Subject to ITB Clause No. 30,31 & 32, KoPT shall award the contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is responsive to the Bidding Documents

Prior to the expiration of the period of bid validity or extended validity in accordance with **ITB**, **SMP** shall notify the **Successful Bidder**, in writing, that their bid has been accepted. The notification letter (hereinafter called the “**Letter of Acceptance**”) will be treated as “**Work Order**” and will constitute the formation of the contract.

Signing of contract agreement

After placement of order, **contract agreement** as per the form furnished in **Annexure-VI** should be executed between **Syama Prasad Mookerjee Port, Kolkata** and the **Contractor (Successful Bidder)**. In this respect, within a week of receipt of intimation regarding acceptance of their bid, the successful bidder shall have to submit, at their cost, required **Stamp Paper** [Non-judicial Stamp Paper of worth not less than **Rs. 50.00**] & **dummy papers** (for three sets).

Immediately after receipt of the above papers & documents, **SMP** will send three sets of **contract agreement form** [one set printed on Stamp Paper & dummy papers and two sets printed on dummy papers], photocopy of **one set of documentary transactions between them and SMP** (till finalisation & award of the Contract) and **Contract Documents** [incorporating all accepted changes and addenda / corrigenda issued, if any], duly signed by the representative of **SMP** at appropriate places on each pages.

Within a week, thereafter, the Contractor (Successful Bidder) shall have to return **Contract Agreement forms** (three sets) [after affixing their common seal], the set of **documentary transactions** and **Contract Documents**, duly signed by them at appropriate places on each page.

The **contract agreement form & Contract Documents** should be signed by the authorized persons of the Contractor, authorized in this respect.

After receipt of the **contract agreement forms** (three sets), duly signed by authorised person of **SMP** & authorized person of the Contractor (Successful Bidder), the same shall be kept under **SMP's** custody, after affixing the Common Seal of **SMP**.

One copy of such **executed contract agreement** (on dummy paper), along with one photocopy of signed **documentary transactions** and **Contract Documents** will be handed over to the Contractor for their record & future reference.

Until such contract agreement is executed, the other documents referred to the definition of the term "Contract" [**GCC Clauses**], shall collectively be the contract.

Performance Guarantee / Security Deposit

Within **twenty-eight (28) days** of issuance of "**Letter of Acceptance**" by **SMP**, the Successful Bidder shall provide the **Performance Bank Guarantee** in accordance with the **SCC**, using the form furnished in **Annexure-II**.

Failure of the successful bidder to submit the above-mentioned **Bank Guarantee for Performance Guarantee / Security Deposit** or sign the contract agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the **EMD** in accordance with **ITB**.

All costs, charges & expenses, including Stamp Duty, shall be borne by the Successful Bidder.

No interest / charge, of whatsoever nature, shall be paid by **SMP** on the amount of Performance Guarantee / Security Deposit, held by them (as per **GCC**) at any stage.

- 37** Trustees reserve the right to accept or reject any tender either in part or in full without assigning any reason. Any incomplete tender is liable to be rejected. Trustees do not bind themselves to accept the lowest or any tender or to assign any reason thereof.
- 38** **SMP's** General Conditions of Contract shall be applicable for the present contract. The bidders may like to inspect the same during office hours at the office of the Head of Marine Operation Division, Haldia Dock Complex , Jawahar Tower, Haldia Township, Haldia –721

607. They may also download the same along with the tender document available at SMP websites of SMP at www.kolkataporttrust.gov.in www.haldiadock.wb.gov.in.

39 Non-assignability:

No part of the contract or any share or interest therein shall in any manner or degree be transferred or assigned or sublet by the contractor directly or indirectly to any person, firm or company whatsoever

Section IV
Special Conditions of Contract (SCC):

1. SCOPE OF WORK:

The work comprises of Supply and delivery of 12 nos. Floating type pneumatic rubber fenders in ready to use condition as per specification specified in Annexure-IX of the NIT at site/ store of Marine Operations Divisions of Haldia Dock of Syama Prasad Mookerjee Port, Kolkata.

2. DRAWING:

The bidder shall submit detail drawing of the Pneumatic fenders along with the accessories as a part of techno-commercial bid for evaluation along with their quotation

3. Performance Guarantee/Security Deposit:

The security deposit shall be equal to 5% of the basic value of the contract value and should be submitted within 28 days from the date of placement of order. Security Deposit shall have to be deposited by bankers cheque or Demand Draft of any scheduled /Nationalised Bank Of India Drawn in favour of Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex and Payable at Haldia. Failing this, the Trustees reserve the right to cancel the acceptance and forfeit the Earnest Money. The contractor may offer a Bank Guarantee in the Trustees specified pro-forma from any scheduled or nationalized bank of India from Kolkata/Haldia Branch in lieu of Security Deposit. The Bank Guarantee shall have to be valid for at least 18 months the date of last supply and acceptance of the materials. In the event of the successful bidder failing to execute the order within the stipulated period delivery period without sufficient reasons acceptable to the trustees the security deposit may be forfeited and the order be cancelled at the option of the trustees. The security Deposit shall be refunded without interest after the successful execution of the order and completion of guarantee period

4. DELIVERY PERIOD

Delivery of materials must be completed within 5 (Five) months from the date of placement of Order. In case of any delay in supply beyond stipulated delivery period, Liquidated damages shall be applicable.

Materials shall be delivered including unloading by successful bidder at their cost, risk and responsibility at the Site / Store of Marine operations division of Haldia Dock Complex, Haldia. Delivery period shall be binding on the supplier. If delivery of materials is not made within the time undertaken without sufficient reasons acceptable to the Trustees, the order may be cancelled without notice at the option of Trustees.

In case of default in supply or, failure to deliver as per correct specification or, the approved quality within the time stipulated Trustees are entitled to purchase the Items from any other source at the risks, costs and expenses of the supplier. Such purchase may comprise the whole or, any portion of the supply remaining undelivered or, not approved. The successful Bidder must make their own arrangements for delivery of all materials, as well as for careful and proper unloading and stacking at HDC's Store/Site. The responsibility for preventing damage /

deterioration to the materials during transit, delivery, unloading and stacking at the designated point shall rest with the Supplier. All transit risk will be to supplier's account. The Bidder must send advance intimation to the concerned Officer as to the proposed dates of delivery of each and every installment of supply together with a list showing quantity and particulars of the material in the consignment. Materials will not be accepted if not accompanied by the authorized representative along with proper Delivery Challan, Inspection/Test Certificate, Guarantee Certificate and other related documents. Delivery of materials will not be accepted on Sundays and Holidays. No lorry shall be permitted into the protected area during night-time. Detention of lorries, if any, will be on supplier's account. The authorized representative of the Bidder should be present at the time of delivery.

5. INSPECTION, TESTING & INSPECTION CHARGES:

Inspection will be carried out at successful bidder's premises, before delivery of materials by classification society surveyors (Third Party Inspection Agency) such as IRS / Loyds / Bureau Veritas / **American Bureau of Shipping / Det Norske Veritas etc.** for which a clear 15 days' time should be provided by the supplier, from the date of intimation. The third party inspection agency will be engaged by HDC at its own cost. **Inspection cum dispatch clearance report must be supplied along with the materials at the time of supply.**

Sample and other facilities related to inspection for testing should be provided by the supplier free of cost. The materials supplied by the supplier should strictly conform to the laid down specifications of the tender / order.

Samples from the supplies may be drawn and tested by the Trustees' own arrangement or at Government / Government Registered Test House. All charges, in this regard, will be borne by HDC / SMP. However, if the same are found to be inferior to the laid down specifications of tender / order, the materials will be rejected in whole or in part and the supplier shall be debited with the cost of test and rejected materials shall be replaced by the supplier at his / their own cost.

6. DESPATCH ARRANGEMENTS:

The supplier shall send advance intimation as to the actual date of delivery of each instalment of supply. Delivery of materials will not be accepted on Saturdays, Sundays and Port Holidays. The authorized representative of the suppliers must be present at the time delivery for jointly noting with the representative of Manager (MO) the discrepancies, if any, regarding the particulars of materials actually delivered against the challans for the same.

Delivery will not be accepted if not accompanied by authorised representative with proper delivery challans (in quadruplicate) and other related documents like inspection certificates, etc. No lorry shall be permitted into the protected area during night-time. Detention of lorries, if any, will be on supplier's account.

7. REJECTION OF MATERIALS:

Notwithstanding the inspection and passing of materials by Third Party Inspection Agency (IRS / Loyds / Bureau Veritas / **American Bureau of Shipping / Det Norske Veritas etc.**), any material found to be defective in quality and not conforming to the relevant specification at the time of supply, shall be liable to be

rejected and the supplier shall replace the same at his cost and arrangement at the earliest.

The supplier shall at his own arrangement and cost replace within the stipulated delivery period as mentioned at Clause 4, any or all such dispatched materials that have either been rejected by Trustees' authorised person (representative of Manager (MO), HDC, or have been found in defective / broken / damaged condition after unloading. LD shall be applicable for any delay beyond the stipulated delivery period for replacement of the rejected material.

Rejected materials shall be at Supplier's risk. They must be collected from the Trustees' site stores, within a fortnight from the date of rejection on observing usual procedure on the matter. If the contractor fails to remove such materials within a reasonable time, the Trustees shall have the right to dispose of the same and the supplier shall have no claim against the Trustees in respect of the said rejected materials

8. PAYMENT:

Payment will be made on the basis of actual supply and delivery of materials in good condition and acceptance of the same at designated points and on submission of Bill accompanied with Inspection Certificate and challan duly signed at Sites / Store Officer of Haldia Dock Complex or his authorized representative. The bills should be submitted in quadruplicate to Manager (Marine)'s Office with necessary documents e.g., receipted challan in duplicate, test certificate, guarantee certificate, inspection report. Maximum two-part payment may be allowed.

Payment shall be credited to your bank account through NEFT/RTGS mechanism within 30(thirty) days of receipt of satisfactory acceptance of materials at Haldia Dock Complex, Haldia Store/site. Successful bidder would submit their bank Account No with the name and address of the bank along with the branch name account no. and IFS code number in the bill.

9. GUARANTEE:

- a) The materials, with all accessories and attachments, shall have to be guaranteed by the supplier against the manufacturing defects or, poor performance for a period of 12 months from the date of commissioning or, 18 months from the date of delivery & acceptance, whichever is earlier.
- b) If any defect whatsoever develops during the Guarantee Period, the defective materials will have to be replaced/rectified, as the case may be, by the Bidder at their own cost within a time period of 2(two) weeks from the date of intimation to contractor. In case of failure on the part of the contractor to replace/rectify within a time period of 2(two) weeks, penalty @ Rs 7000/- per day per non-functional fender will be levied on the contractor for the period beyond 2 weeks subject to a maximum of 10% of each fender cost. In case the contractor fails to repair/ rectify the defect within 45 days, the Trustees will be at liberty to repair/ rectify the defect by engaging another contractor and the cost of the such repair will be payable by the successful contractor. If the contractor fails to pay such dues, the same will be adjusted from their Security Deposit.
- c) Guarantee Certificate is to be furnished by the supplier in this regard at the time of supply of materials.

10. **LIQUIDATED DAMAGES :**

- a) If the contractor fails to complete the entire supply within the stipulated dates or, such extension thereof by the Engineer in writing, the contractor shall pay, as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½ % (half percent) of the total basic value of the contract as mentioned in the letter of acceptance of the tender / offer, for every week or part thereof of the work remains unfinished provided always that the amount of such compensation shall not exceed 10% of the said value of work.
- b) Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation / damages from money due or, likely to become due to the supplier. The payment or, deduction of such damages shall not relieve the supplier from his obligations to complete any other liabilities and obligations under the contract. In case of supplier's failure and at the absolute discretion of the Manager (MO), the work may be ordered to be completed by some other agency at the risk and expense of the supplier after a minimum three days' notice in writing has been given to the supplier by the Manager (MO) or, his representative.
- c) Any delay, on following account beyond the time period stipulated, on account of HDC will be considered for non-imposition of L.D. provided the bidder submits documentary evidence to substantiate the same.
 - i) 15 days time for inspection from the date of receipt of your inspection call letter.

11. **CERTIFICATES:**

Guarantee certificate and material test certificate etc. is to be submitted at the time of supply of materials.

12. **PACKING of Materials:**

Suppliers shall be responsible for proper packing and delivery of materials in good condition. Materials shall be packed in proper way by the supplier at his own cost and arrangement for protection against damage, loss, leakage, breakage etc.

13. **TRANSIT RISK :** Transit risk will be Destination basis. on supplier's account since the delivery is to be made on F.O.R.

14. **TRAINING:**

The successful bidder will provide free training for minor repairs and up keeping of fenders to HDC's nominated personnel.

DECLARATION BY THE BIDDER

1. I / We have carefully examined and fully understood the Instruction to Bidders, the Special Conditions of the Contract, Trustees' General Conditions of Contract, Specification of Pneumatic Fenders, Scope of Work, Compensation, Period of Contract etc. and all other related documents and clauses in connection with this tender.
2. I/ We accept all the terms & conditions of the contract as mentioned in the Techno-Commercial Part of the tender.
3. I / We have submitted our offer for the subject work.
4. I / We have signed all the pages of the Techno-Commercial part of this tender document and have submitted the same with the Techno-Commercial part of my offer.
5. I / We have signed all the pages of the Price part of this tender document and have submitted the Price part separately following all necessary guidelines given in this tender document.
6. I/We have not been de-barred or de-listed by any Govt. or quasi-Govt. agencies or PSUs in India.
7. I/We declaration that no change (in words, specification etc.) have been made in the submitted tender document vis-à-vis the tender document of Haldia Dock Complex, SMP.
8. I / We have submitted copies of the required documents as mentioned at Section-III of the "Detailed Tender Notice" of the tender.
9. I/ We have submitted detailed specification of the Pneumatic Fender that I/we intend to supply as per Annexure-IX given in this tender document.
10. Office Address is _____ Local Office at Haldia -----

11. Telephone No. is _____ Telephone No. is _____
12. Mobile Number is _____ Mobile Number is _____

Date :

Signature of the Bidder
with office seal.

Witness

(1)

(2)

Name :

Name :

Signature :

Signature :

Address :

Address :

PROFORMA OF BANK GUARANTEE
(PERFORMANCE BOND)

(In lieu of Cash Security Deposit) To be issued by the Kolkata Branch, as the case may be of any scheduled Bank of India on Non-judicial Stamp Paper worth Rs.50/- or as decided by the Engineer/Legal Adviser of the Trustees)

To
The Board of Trustees
For the Port of Kolkata.

BANK GUARANTEE NO.....DATE.....
Name of Issuing Bank.....
Name of Branch.....
Address.....

In consideration of the Board of Trustees of the Port of 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 a Bank Guarantee for (Rs.....), we.....Bank.....Branch....., do, on the advise of the contractor hereby undertake to indemnify and keep indemnified the Trustees to the extent of the sum said of Rs..... We,

.....BankBranch, 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, weBank.....Branch, shall have no rights 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 "Haldia Dock Complex, 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, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that we Bank.....Branch, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We..... Bank.....Branch, further agree that a mere demand by the Trustees at any time and in the manner aforesaid is sufficient for us..... BankBranch, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the contractor and no protest by the contractor, made either directly or indirectly or through court, can be valid ground for US.....Bank.....Branch, to decline or fail or neglect to make payments to the Trustees in the manner and within the aforesaid.

3. We..... Bank.....Branch, 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 upto and inclusive ofdays of.....20.. and subject also to the provision that the Trustees shall have no right to demand payment against this guarantee after expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto..... Or any extension thereof made by usBank.....branch, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required/determined by the 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, 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 we.....Bank.....Branch 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 of thing of whatsoever nature, which under the law relating to sureties would, but for this provision have effect of so relieving usBankBranch.

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

SIGNATURE.....

NAME.....

DESIGNATION.....

(Only constituted attorney for and on behalf of)

BANK.....

BRANCH.....

(OFFICIAL SEAL OF THE BANK)

FORMAT IN CASE OF JOINT VENTURE/CONSORTIUM AGREEMENT

(To be submitted on stamp paper)

This Joint venture/consortium agreement is made at _____ on _____ day of _____ between M/s. _____ (please indicate the status viz. Proprietor, firm, Company) represented

through its proprietor /partner or Director (hereinafter referred to as "first Party") and M/s. _____ (Please indicate the status viz.

Proprietor, Firm, Company) represented through its proprietor /partner or Director (hereinafter referred to as "Second Party") WHEREAS the First party is engaged in the business of _____

AND WHEREAS THE Second Party is engaged in the business of _____

1. AND WHEREAS both the parties are desirous of entering into a joint venture /consortium for carrying on the work of SYAMA PRASAD MOOKERJEE PORT, KOLKATA in connection with work of _____ (please mention the work of the tender).

2. AND WHEREAS the First Party and Second Party have agreed to form joint venture/consortium for execution of subject works.

NOW THIS DEED WITNESSED AS UNDER:

3. That under this Joint Venture/consortium Agreement the work will be done jointly by the first party and second party in the name and style of M/s _____.

4. It is further agreed by the Joint Venture/consortium Partner that _____ of M/s. _____ has been nominated as Lead Partner for the execution of the works.

5. That all the parties shall be liable jointly, equally and severally for the satisfactory execution of the contract in all respect in accordance with terms and conditions of the contract and the lead partner shall be authorised to incur liabilities and receive instruction for and on behalf of any and all the partners and parties of the Joint Venture/consortium and the entire execution of the contract including payment shall be done exclusively with the lead partner.

6. THE PROPOSED PARTICIPATION SCOPE OF ACTIVITIES TO BE PERFORMED AND RESPONSIBILITIES OF EACH:

The proposed administrative arrangement, participation, scope of activities to be performed and responsibilities for the execution of the work of the each party shall be as under:

First Party:

Second Party:

5. The turn over and experience of each party is as under: First Party:

Second Party:

6 Subject to Clause-4, the parties shall depute their experienced staff as required for the works and plants, equipment, machinery etc. as requires for execution of works, will be deployed by each Joint Venture/consortium partners for execution of the contract.

7. In the event of default by any partner in the execution of the part of the contract, the Lead Partner will have the authority to assign the work to any other party acceptable to the Syama Prasad Mookerjee Port, Kolkata to ensure the satisfactory execution of that part of the contract.

9. The Registered Office of the Joint Venture/Lead Partner of the consortium shall be at _____ The Joint Venture/consortium shall regularly maintain in the ordinary course of business a true and correct account of all its incoming and outgoing and also of its assets and liabilities in proper books or account which shall ordinarily be kept at place of business and after Completion of above mentioned work all account shall be taken.

10. Opening and operation of Bank Account:

The Joint Venture/consortium shall open and maintain bank account(s) at _____

The Lead Partner as mentioned in Clause (2) above shall have the power to receive the payments on behalf of the Joint Venture/consortium and to give discharge on behalf of the Joint Venture/consortium.

IN WITNESS WHEREOF the Parties hereto have signed hereunder at _____ on this _____ day of _____

Party of First Part

Party of Second Part

Witness:

1)

2)

FORM OF TENDER

To
 The Manager (Marine Operations),
 Haldia Dock Complex,
 Syama Prasad Mookerjee Port, Kolkata,
 P.O.- Haldia,
 Dist.- Purbe Medinipur,
Pin.- 721604

Dear Sir,

We, M/s.....having read and fully understood the specification conditions of Tender and General Conditions of Contract hereby Tender for "Supply and delivery of 12 nos. floating type pneumatic rubber fenders at Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata" in accordance with and as set forth in Notice Inviting Tender, General Conditions of Contract etc.

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

We hereby agree that the said Specification, Conditions of Tender and General Conditions of Contract together with the acceptance thereof in writing by or on behalf of the Trustees, shall constitute the contract.

We have submitted Rsas Earnest Money in form of DD/Banker Cheque in favour of Syama Prasad Mookerjee Port, Kolkata, copy of which is attached.

We also agree to abide by this Tender for a period of 180 days from the closing date of this Tender and in default of our so doing, the Earnest Money of..... deposited by us shall be liable to forfeiture at the option of the competent authority.

Should Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex ask for a break up of our price, we shall submit the same forthwith with adequate justification to establish its veracity, failing which Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex may cancel our Tender and forfeit the Earnest Money deposited by us.

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

Yours faithfully,

Dated.....
 Full Address

Signature.....
 (Seal)

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

FORMAT OF AFFIDAVIT FOR ESI EXEMPTION

(On the Rs. Ten Non Judicial Stamp paper)

BEFORE THE 1st. CLASS MAGISTRATE AT.....

AFFIDAVIT

I.....son ofaged
about.....year, by faithby occupationresiding at
....., do hereby solemnly affirm and declare as follows:-

**THAT I am the proprietor/ partner ofhaving office at and
carrying out business on the same name and style.**

**(In case the above Deponent is an enlisted contractor at Haldia Dock Complex, 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 ESI
registration.**

**That the present affidavit is to be filed before the Haldia Dock Complex, Syama Prasad
Mookerjee Port, Kolkata as per the clause No.....of the tender
No.....issued by Haldia Dock Complex, 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

FORMAT OF AGREEMENT
(on Rs. 50/- STAMP PAPER)

AGREEMENT FOR

This Agreement made on the day of 2019

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 of

 including the work specified in the Bid document should be carried out by the above..... 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:-

- ii) The Tender /offer and the acceptance of the tender/offer including terms and conditions
- iii) finalized and accepted by both parties prior to opening of price Bid submitted by the contractor.
- iv) The Trustees General Conditions of Contract, unless superseded by document identified in 2(i) above.
- v) 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 Trustees to the contractor as hereinafter mentioned, the contractor hereby covenant with the Trustees to execute the work of supply and delivery of floating type pneumatic fenders 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 3 years.

4. The Trustees hereby covenants to pay the contractor in consideration of the satisfactory execution of the contract a sum of Rs.....(Rupees only) at the time and in the manner prescribed in the contract. In witness whereof the parties have caused their respective common seals to be hereunto affixed the day and year first above written.

Contractor

Manager, Marine Operations,
Haldia Dock Complex, SMP

Witness

1.....

2.....

GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract, Forms and Agreements' as sanctioned by the Board of Trustees of SMP, HDC for the Port of Kolkata is hosted at www.kolkataporttrust.gov.in. (<https://kolkataporttrust.gov.in/showfile.php?layout=1&lang=1&lid=2531>). Only those Clauses, Forms or Formats, which are not covered elsewhere in this Tender Document, shall be applicable. Also, for the sake of interpretation of the contents of the Appendices, the terms contained in the main tender document (other than Appendices) including the 'General Conditions of Contract, Forms and Agreements' shall prevail.

[To be submitted signed and stamped duly filled with GST rate]**SYAMA PRASAD MOOKERJEE PORT, KOLKATA
HALDIA DOCK COMPLEX****GST Details:**

Sl. No.	Item Description	Quantity	Applicable % of GST		
			SGST	CGST	IGST
01.	<p>Supply and delivery of Floating type pneumatic rubber fenders in ready to use condition as per the following specification.</p> <ol style="list-style-type: none"> Fender Size: i) Nominal Fender Length: 6.5 meter ii) Nominal fender Diameter: 3.3 meter Fender must confirm to ISO17357-1:2014 or latest amendment. Fender Type: Net Type Initial Internal Pressure: 50 KPa (0.5 kg/cm²) Gross Energy Absorption – Not less than 1800 kNm Fender Color : Black Safety Valve - Required Each Fender shall be marked with: <ol style="list-style-type: none"> International Standard No. Size Initial Internal Pressure Date of manufacture Individual Serial No. Type of reinforcement layer Inspection by a major classification society. <p>Also suitable accessories as required (for chain net type fenders) and connecting ropes of suitable material (polypropylene rope of 56 mm diameter X 50 mtrs. Length(adjustable) between every two fenders with thimbles and eyes of appropriate sizes as per requirement and end ropes of 100 meters at each end of the set [each set will be of 3(three) fenders].</p> <p>The sets are required to be handed over in “ready for use” condition at site.</p>	12 nos.			

Dated : _____**(Signature of the bidder with office seal)****Address :** _____

[To be submitted signed and stamped duly filled]

SYAMA PRASAD MOOKERJEE PORT, KOLKATA
HALDIA DOCK COMPLEX
Specification

Sl. No.	Item Description	Quantity	Offered Specification (If specification is same please write "Yes" & "Make/Brand") (No deviation from Tender specification will be accepted)
01.	<p>Supply and delivery of Floating type pneumatic rubber fenders in ready to use condition as per the following specification.</p> <ol style="list-style-type: none"> Fender Size: i) Nominal Fender Length: 6.5 meter ii) Nominal fender Diameter: 3.3 meter Fender must confirm to ISO17357-1:2014 or latest amendment. Fender Type: Net Type Initial Internal Pressure: 50 KPa (0.5 kg/cm²) Gross Energy Absorption – Not less than 1800 kNm Fender Color : Black Safety Valve - Required Each Fender shall be marked with: <ol style="list-style-type: none"> International Standard No. Size Initial Internal Pressure Date of manufacture Individual Serial No. Type of reinforcement layer Inspection by a major classification society. <p>Also suitable accessories as required (for chain net type fenders) and connecting ropes of suitable material (polypropylene rope of 56 mm diameter X 50 mtrs. Length(adjustable) between every two fenders with thimbles and eyes of appropriate sizes as per requirement and end ropes of 100 meters at each end of the set [each set will be of 3(three) fenders].</p> <p>The sets are required to be handed over in "ready for use" condition at site.</p>	12 nos.	

Dated : _____**(Signature of the bidder with office seal)****Address :** _____

[To be submitted signed and stamped]

SYAMA PRASAD MOOKERJEE PORT, KOLKATA
HALDIA DOCK COMPLEX**Un-Priced Bid****(Bidders Not to Quote here)**

Sl. No.	Item Description	Quantity	Unit Rate (Excluding GST)
01.	<p>Supply and delivery of Floating type pneumatic rubber fenders in ready to use condition as per the following specification.</p> <ol style="list-style-type: none"> Fender Size: i) Nominal Fender Length: 6.5 meter ii) Nominal fender Diameter: 3.3 meter Fender must confirm to ISO17357-1:2014 or latest amendment. Fender Type: Net Type Initial Internal Pressure: 50 KPa (0.5 kg/cm²) Gross Energy Absorption – Not less than 1800 kNm Fender Color : Black Safety Valve - Required Each Fender shall be marked with: <ol style="list-style-type: none"> International Standard No. Size Initial Internal Pressure Date of manufacture Individual Serial No. Type of reinforcement layer Inspection by a major classification society. <p>Also suitable accessories as required (for chain net type fenders) and connecting ropes of suitable material (polypropylene rope of 56 mm diameter X 50 mtrs. Length(adjustable) between every two fenders with thimbles and eyes of appropriate sizes as per requirement and end ropes of 100 meters at each end of the set [each set will be of 3(three) fenders].</p> <p>The sets are required to be handed over in “ready for use” condition at site.</p>	12 nos.	Rate not to be quoted here

Dated : _____**(Signature of the bidder with office seal)****Address :** _____
