



श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
Formerly Kolkata Port Trust

TENDER NO. MRN/CH/DRW/30/21
February – 2021

SYAMA PRASAD MOOKERJEE PORT, KOLKATA
Marine Department
Chief Hydrographer section
15 Strand Road,
Kolkata -700001

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Email: dychydro@kolkataporttrust.gov.in
Website: <https://smpportkolkata.shipping.gov.in/>

BID DOCUMENT
FOR THE TENDER OF

“Supply, installation & commissioning of 3 nos. digital echosounders
(1 no. with hull-mounted transducer and 2 nos. with portable transducers)
Along with all accessories
and
7 years Comprehensive Annual Maintenance Plan
after 1 year warranty”
under Marine Department of SMP, Kolkata

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

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NOTICE INVITING TENDER

TENDER NO. MRN/CH/DRW/30/21 DATED: 10th February 2021

Tenders are invited for “Supply, installation & commissioning of 3 nos. digital echosounders (1 no. hull-mounted and 2 nos. portable) along with all accessories and 7 years Comprehensive Annual Maintenance Plan after 1 year warranty” under Marine Department of SMP, Kolkata

Estimated value of work is Rs. 60.23 Lakhs

THE TENDER SUBMISSION DATE WILL NOT BE EXTENDED BEYOND THE DUE DATE.

E-Tender in single stage one part system (Techno-Commercial Bid and Price Bid) are invited from reliable, bonafide & experienced agency, their authorized agents / service provider of national and international repute with experience having supply, maintained, satisfactorily in India or abroad or combination of both as per **Prequalification criteria** as stipulated in Tender Document for the above work.

The Bid Document may be seen from the <https://kopt.enivida.in>. Corrigenda or clarifications, if any, shall be hosted on the above mentioned website only. The tender is also published on KoPT website (<https://smpportkolkata.shipping.gov.in/>).

SCHEDULE OF TENDER (SOT)

a	TENDER NO.	MRN/CH/DRW/30/21, DT. 10.02.2021
b	MODE OF TENDER	e-Procurement System (Online single part Techno-Commercial Bid and Price Bid through Enivida Portal https://kopt.enivida.in/ The intending bidders are required to submit their Offers electronically through e-tendering portal. No physical tender is acceptable by SYAMA PRASAD MOOKERJEE PORT, KOLKATA.
c	Availability of NIT in SMP, Kolkata website	From 10.02.2021 to 03.03.2021 (Up to 14.00 hours)
d	Pre-Bid Meeting date & Time (offline)	The Pre-Bid Meeting will be held on 17.02.2021 at 14:00 hrs. in office of Chief Hydrographer, Marine Department, SMP Kolkata, 15 Strand Road, Kolkata –700001.
e	Pre-Bid Meeting closing date & Time	On 17.02.2021 at 16.00 hours
f	Estimated Cost Of Work	₹ 60,23,000 (Rupees sixty lakh twenty three thousand only)
g	Earnest Money Deposit	Not required. Only ‘Bid Security Declaration’ as detailed below to be submitted.
h	Bid Document fee	The intending bidders should submit the tender cost of ₹ 1,770/- (Rupees One Thousand Seven Hundred & Seventy Only) including @18% GST through DD / Banker’s Cheque in favour of Syama Prasad Mookerjee Port, Kolkata on any scheduled/ nationalised bank payable at Kolkata, otherwise their offer will be summarily rejected. The original

		Banker's cheque or Pay Order or Demand Draft shall be submitted within 3 days from the closing of online submission of tender.
i	Railtel Tender Processing Fee: (Non-refundable) Mode of Payment: E-payment Only through Debit/ Credit Card or Net Banking.	TPF- 0.1% of estimate cost (Minimum ₹750/- - Maximum ₹7500/-) + GST Registration Charges ₹2000/- +applicable GST Per Year
j	Last date of submission of Bid Document fee	03.03.2021 upto 14.00 Hrs at Marine Department, SMP Kolkata, 15 Stand Road, Kolkata-700001.
k	Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid	10.02.2021 (From 18.00 hours onwards)
l	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	03.03.2021 (Up to 4:00 P.M.)
m	Date & time of opening of bid	04.03.2021 (11.30 hours) In case of General strike / Bandh or unprecedented cease work, the time of opening of the bids will be automatically extended to 15:00 hours of the next working day of SMP, Kolkata.

Director
Marine Department
(Tender Inviting Authority)

Annexure -A

Important instructions for e-tender

This is an e-procurement event of SMP, KOLKATA. The e-procurement service provider is Enivida Portal. You are requested to read the terms & conditions (Annexure- B) of this tender before submitting your online tender.

1. Process of E-tender:

Registration: The process involves vendor's registration with Enivida Portal <https://kopt.enivida.in/>. Only after registration, the vendor(s) can submit his/their bids electronically.

Electronic Bidding for submission of Technical Bid as well as Commercial Bid over the internet:

The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet.

Contact person (SMP, Kolkata): Capt. C. Panja –
(Email: chinmoy.panja@kolkataporttrust.gov.in)
Mobile: 9836298675)

Capt. P. Maitra –
(Email: probodh@kolkataporttrust.gov.in)
Mobile: 9432673349)

Contact persons (Enivida Portal): Phone No.7278929467/8448288981
Mail id: enividahelpdesk@gmail.com/
ewizardkumar@gmail.com

System Requirement:

- Windows 7 or above Operating System
 - Google Chrome
 - Signing type digital signature
2. Both the Techno-commercial Bid and Price Bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.
 3. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
 4. E-tender cannot be accessed after the due date and time mentioned in NIT.
 5. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
 6. No deviation to the technical and commercial terms & conditions are allowed.
 7. 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.
 8. The bid will be evaluated based on the filled in technical & commercial formats.
 9. A declaration in this regard is to be made by the bidder stating "He 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 with the said document, GCC, Corrigendum and Addenda".
 10. Bidding in e-tender:

- a) Bidder(s) need to submit necessary Tender fees and Transaction fees, to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non-refundable.
 - b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
 - c) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
 - d) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
 - e) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. The successful bidder shall be called hereafter CONTRACTOR.
 - f) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
 - g) Buyer 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. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
 - h) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
11. Necessary addendum/corrigendum (if any) of the tender would only be hosted in the e-Envida Portal and SMP, Kolkata website.
12. 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.
13. The bid will be evaluated based on the filled-in technical & commercial formats.
14. The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, punitive action including suspension and banning of business can also be taken against defaulting bidders.

Annexure -B

Commercial Terms & Conditions

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.
2. Due date of submission of tender will not be extended under any situation.
3. The Terms and Conditions of E-Tender shall be read in conjunction with the General Conditions of Contract (available in SMP, Kolkata website-> Rules & Regulations> Non-service Regulations), Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.
4. The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract of SMP, Kolkata. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Director, Marine Department, SMP, Kolkata, thereon shall be final and binding upon all parties.
5. The 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.
6. The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Calcutta.
7. Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.
8. Bidders are advised to visit the site of work prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions etc. before submission of the tender, especially about fitting the hull-mounted transducer on board MV Sarojini (SMP, Kolkata survey vessel). They may contact Capt. P. Maitra in this regard. Non-compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.
9. **VALIDITY:** The tender shall remain open for acceptance for a period of **4 months** from the date of opening of 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/modify his tender, they will be suspended for three years from participation to any tender as per the Bid Security Declaration given by the bidder.
10. During Techno-commercial Evaluation, an offer shall be considered non-responsive in case:
 - It is not accompanied by requisite tender paper cost;
 - It validity of the offer is less than tender stipulation;
 - It does not meet the Qualification Criteria as stipulated in the NIT;
 - The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely / offer or tender is submitted with any deviation from the tender terms & conditions.
 - If all the documents required, as per NIT, are not uploaded.

In addition to above, a bidder may be disqualified if —

- The bidder provides misleading or false information in the statements and documents submitted.
- Record of unsatisfactory performance during the last 7 years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delay incompletion or financial bankruptcy etc.

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

11. Security deposit: As per Tender document, Annexure –C.
12. In the event of the successful bidder failing to execute the order within the stipulated 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’.
13. The bidder shall quote his price as per the Bill of Quantities in the Price bid
14. The Bidder shall state clearly his quoted rates both in figure & word.
15. Orders may be placed in full/part to the lowest bidder.
16. Price(s) to be quoted should remain firm over the contract period.
17. All taxes & duties are deemed to be included in the quoted rate except **GST** as applicable.
18. EVALUATION CRITERIA: As mentioned in the BOQ.
19. PAYMENT: As per Tender document, Annexure -C.
20. Location: As per Tender document.
21. Time of Completion: As per Tender document. Annexure -C.
22. JURISDICTIONS OF COURT: The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Kolkata.
23. Micro & Small Enterprises (MSEs) registered with NSIC:
 - i) Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document having valid NSIC Certificate for MSEs along with DIC’s (DISTRICT INDUSTRIES CENTRE) Certificate.
 - ii) 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 as per NIT. Otherwise their offer will not be considered.
 - iii) Copy of valid NSIC Certificate for MSEs along with DIC’s (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
24. BID DOCUMENT FEES: Rs. 1,770/-. E-Tenders submitted without bid document fee are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with SIC (under single point registration scheme) for items for which the tender is invited.
25. Bid document fee is to be submitted physically within 3 days from the closing of online submission of tender in an envelope marking **Bid Document Fee** superscribing the e-tender number on the envelope.
26. **EARNEST MONEY DEPOSIT:** The bidders are not required to deposit ‘Earnest Money Deposit’ (EMD). Only ‘Bid Security Declaration’ accepting that if bidders withdraw or modify their bids during period of validity etc., he will be suspended for three years from participation to any tender.
27. **SECURITY DEPOSIT:** 3% of the total evaluated value as per price bid of the tender (excluding GST) will be retained from the bill towards Security Deposit and to be released on after successful completion of 3 years post warranty AMC.

Annexure – C
TECHNO-COMMERCIAL BID

1. PRE-QUALIFICATION CRITERIA:

The prequalification criteria will be as follows and the bidder is required to upload the scanned copy of the following documents as part of its Techno-commercial bid.

The intending bidder must have successfully completed similar works like “Supply, installation & commissioning of 3 nos. digital echosounders (1 no. hull-mounted and 2 nos. portable) alongwith all accessories and 7 years Comprehensive Annual Maintenance Plan after 1 year warranty” ending last day of month previous to one in which applications are invited. The experience should be either of the following:

03 (Three) similar satisfactorily completed such type of works costing not less than the amount equal to **₹24,09,200.00** in each occasion.

Or

02 (Two) similar satisfactorily completed such type of works costing not less than the amount equal to **₹30,11,500.00** in each occasion.

Or

01 (One) similar satisfactorily completed such type of work costing not less than the amount equal to **₹48,18,400.00** in each occasion.

2. The Average Annual Financial Turnover of the bidding firm during the last three years, ending financial year **31-03-2020**, should be at least **₹18, 06,900.00**.
3. Work experience as a sub contractor shall not be considered as the requisite qualification.
4. Credential in the form of copies of Letters of Award of works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the above-mentioned pre-qualification criteria.
5. Scan copy of the following documents to be uploaded:
 - (i) GST registration certificate.
 - (ii) Valid Trade License.
 - (iii) Valid Professional Tax Clearance Certificate/ up to date tax payment challan.
 - (iv) Proof of processing valid Employees’ Provident Fund (EPF) Account. PF registration Certificate.
 - (v) Proof of being registered with Employees’ State Insurance Corporation (ESIC), ESI Registration Certificate.
 - (vi) Credentials in the form of copies of Letters of Award of Works along with corresponding Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
 - (vii) Last three years balance sheet and profit & loss account in support of Annual Financial turnover (i.e. 2017-2018, 2018-2019 and 2019-2020) and the same should be audited as per relevant norms wherever required.
 - viii) Addendum/ Corrigendum/ Notice/ Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.
 - ix) Certified copies of PAN Card.
 - x) Bank Draft/ Pay order etc. regarding Bid document fee/ NSIC Registration Certificate.
 - xi) Duly signed and stamped full Techno Commercial Part (Part-I) and Price Bid (Part-II) &GCC in each page.
 - xii) Cancelled cheque.
 - xiii) Excise Duty Registration Certificate, if applicable.
 - xiv) Form A duly filled in.

- xv) Certificate from respective OEM stating that no malicious content exists in the hardware, software along with certificate to the effect that the offered system is not end of life (EOL) system.
 - xvi) Certificate conforming to supply and availability of spares, PCB, accessories etc. for maintenance of the supplied equipment(s) for the comprehensive AMC period and warranty period is to be furnished, otherwise their offer will not be considered.
 - xvii) Self-declaration of the bidder that the Bidding Firm has not been debarred/ de-listed by any Govt. / Quasi Govt. / Public Sector undertaking in India.
 - xviii) Self declaration of the proprietor/ partner(s)/ authorized signatory of the bidding firm (in the case of proprietorship firm/ partnership firm/ limited company, as the case may be) is/ are not associated with any other firm bidding for the same work.
6. The selected agency will have to give warranty for maintenance of such echosounders, software and accessories for a period of EIGHT years in totality(1 year warranty and 7 years CAMC).

7. SCOPE OF WORK:

Marine Department, Syama Prasad Mookerjee, Kolkata (SMP, Kolkata) utilise single frequency echosounders to undertake hydrographic surveys in the Hooghly–Bhagirathi River System.

The subject work involves supply, installation and commissioning of 3 nos. single frequency echosounders (1 no. with hull-mounted transducer for survey vessel MV Sarojini & 2 nos. with portable transducers) with all accessories complying with the tendered specifications for conducting hydrographic surveys in the River Hugli and offering Comprehensive Annual Maintenance including supply of spares for a period of 7 years after the successful completion of warranty period of 12 months.

SMP, Kolkata intends to entrust comprehensive maintenance with acquisition of the echosounders in totality inclusive of all expenses on turnkey basis for satisfactory operation for a period of eight years from the date of acceptance of the system from bonafide agencies or their authorized agencies / service provider of national or international repute, who have full access to take support from the OEM in terms of purchase of spares, technical assistance, telephonic assistance, software maintenance, upgradation /replacement etc. of the system, as required during the tenure of the contract.

8. The proposed work will include but not be restricted to the following:
- a) Supply, installation & commissioning of 3 nos. single frequency echosounders (1 no. with hull-mounted transducer & 2 nos. with portable transducers) alongwith all accessories.
 - b) Provide fully covered steel-housing arrangement for proper securing of the 2 nos. portable transducers & their cables for their safe deployment outboard. Care should be taken with the design of the steel-housing so that there is negligible chance of fishing net ropes getting entangled with it.
 - c) To provide Comprehensive Annual Maintenance including supply of spares for period of 7 years from the successful completion of warranty period of 12 months.
9. The bidders are requested to forward their offer for supply, installation and commissioning of new echosounders alongwith warranty and maintenance on turnkey basis for a period of eight years (1 year warranty + 7 years CAMC) along with all accessories etc. in totality with following terms and conditions:
- a) Guaranteed operational life of the system for at least 8 years
 - b) Guaranteed availability of technical support for at least 8 years
 - c) Guaranteed availability of service, spares and technology for at least 8 years

10. TECHNICAL SPECIFICATION OF DIGITAL HYDROGRAPHIC ECHOSOUNDER

1.	Transducer Frequency	From 190 to 210 KHz
2.	Depth Range	0.5 m. to 200 m.
3.	Measurement accuracy	± 0.1% of Depth
4.	Resolution	1 cm
6.	Digital Display	Should be capable of displaying every centimetre of depth in its inbuilt digital display, and through a laptop interface to be provided alongwith the echosounder.
7.	Unit of measurement / Display	Metres
9.	Calibration	Bar checking facility should be provided. Calibration menu with controls of transducer draft and index plus sound velocity and bar depth controls should be available.
10.	a) Input Interfaces	Inputs from motion sensor and sound velocity sensor.
	b) Serial interface	Data output format: NMEA 0183, DESO 25, NMEA DBT, ODOM, etc.
	c) External computer interface	Outputs to external computer.
11.	Input Power Supply	10 - 30 volt DC (standard) as well as AC supply of 230 volt ± 0.1%. Reverse polarity and over voltage protection required.
12.	Operating Temperature	0-50° (workable in marine environment)
13.	Sound Velocity Range	1400 – 1600 m/s
14.	Physical Dimension and Weight	Should be portable, splash proof and come with a rugged carry-on-case
15.	Transducer Housing	<p>1)Portable Transducer: High quality stainless steel over-the-side side mount with extension steel pipe of at least 2 m. length, with arrangements for firmly securing to the vessel's side.</p> <p>2)Hull Mounted Transducer : Complete installation of Transducer on MV Sarojini's Hull. If inspection is necessary, same can be arranged with intimation to contact personnel.</p>
16.	Accessories	All accessories for the operation of the echosounder including power cables (both AC as well as DC), interface cables (serial to USB cable) and side mounting brackets / fittings for mounting the transducer should be supplied. Data I/O plug kit must be supplied along with the Echo-Sounder.

N.B: Any other additional feature available with the model for better performance of the supplied echosounders will be accepted.

11. Demonstration of the echosounders offered is to be given by the bidder at their risk, responsibilities and costs in the Hooghly Estuary working environment. The date of the demonstration will be intimated at least five working days prior to the date of demonstration. SMP, Kolkata will only provide the launch / vessel, as the case may be, on a pre-fixed date. No extension / deferment of the date will be entertained.
12. On site assistance and schedule service assistance during entire contract period.
13. System overhauling/repairing whenever needed.
14. System hardware, software documentation and spare parts update.

15. Training to update the technical expertise and knowhow.
16. Preventative maintenance for smooth operation.
17. Details of the technical personnel with qualification, who will undertake the CAMC.
18. Authorization certificate of OEM is to be submitted by the bidder mentioning clearly the instant tender No MRN/CH/DRW/30/21 dated 10.02.2021 of the referred work.
19. Risk Purchase clause will be applicable in terms of relevant clause of G.C.C.
20. If maintenance is found not satisfactory during contract period, the contract will be liable to be terminated with a notice of one-month period and Risk purchase clause will be applicable.
21. The replaced element to be supplied if any during the period will be SMP Kolkata's property since its handing over.
22. A certificate conforming to supply and availability of spares, PCB, accessories etc. for maintenance of the supplied equipment(s) for the comprehensive AMC period & warranty period is to be furnished, otherwise their offer will not be considered.
23. GCC of SMP, Kolkata will be applicable and binding to this tender.
24. A pre-bid meeting with prospective bidders will be held at the office of the Chief Hydrographer, Marine Department, 15 Strand Road, Kolkata - 700001 at 1400 hrs on 17.02.2021. The bidders or his authorized representative may attend the pre-bid meeting for any clarification etc.
25. The last date of submission of tender will not be extended under any situation.
26. Each page of the tender document is to be duly signed and stamped as mark of acceptance and scanned copy to be uploaded.
27. Evaluation will be made as per Bill of Quantities (enclosed) of the qualified bids.
28. The Terms and Conditions of E-Tender shall be read in conjunction with the General Conditions of Contract (available in SMP, Kolkata website > Rules & Regulations > Non-service Regulations) and other documents forming part of this Contract wherever the Contract so requires. SMP, Kolkata is not bound to accept the lowest offer and reserve the right to accept any or reject bid without any reason thereof.

Annexure – D
Special Conditions of Contract

A. Definitions

In the General Conditions, Special Conditions, Conditions of Tender, Specifications, Bill of Quantities, Schedule of Rates and Prices, Tender and the Contract Agreement, the following words and expressions shall have the meaning herein assigned to them except where the context otherwise requires:

- (a) Trustees means the Trustees for the Port of Kolkata constituted by Major Port Trust Act, 1966.
- (b) 'Contractor' means the Company, Firm, Person or Persons whose tender has been accepted by the Syama Prasad Mookerjee Port, Kolkata and includes the Contractor's successors (approved by the Syama Prasad Mookerjee Port, Kolkata), representatives, heirs, executors and administrators unless excluded by the contract.
- (c) 'Engineer' means and includes the Chief Hydrographer of the Syama Prasad Mookerjee Port, Kolkata.
- (d) 'Engineer's Representatives' means the Deputy Chief Hydrographer Commander /Chief Officer of the Syama Prasad Mookerjee Port, Kolkata or any other person or persons to whom the Chief Hydrographer may delegate his authority in writing.
- (e) 'Work' means the work to be executed in accordance with the contract and includes extra works.
- (f) 'The Contract' means and includes the tender, acceptance of tender, the General Conditions, Special Conditions if; any, conditions of tender, specifications, drawings, priced Bill of Quantities, Syama Prasad Mookerjee Port, Kolkata's schedule of rates and prices and the Contract Agreement.
- (g) 'Contract Price' means the sum named in the tender subject to such additions thereto or deductions there from as may be; made under; the; provisions hereinafter contained.
- (h) 'Drawings' means the drawings referred to in the specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.
- (i) 'Site' means the lands and other places on, under in or through which the works are to be executed or carried out and any other lands or places, provided by the Syama Prasad Mookerjee Port, Kolkata for the purposes of the contract.
- (j) 'Month' means English Calendar month.

B. Duties & Power of the Engineer

The Engineer of the contract may authorize his representative to watch and supervise the works and to test and examine any material to be used or workmanship employed in connection with the works. Any written instructions or written approval given by the Chief Hydrographer or his authorized representative to the Contractor shall bind the Contractor and the Syama Prasad Mookerjee Port, Kolkata (erstwhile Kolkata Port Trust) as though it had been given by the Chief Hydrographer.

C. Duties & Power of the Engineer's Representative

The duties of the Engineer's Representatives are to watch and supervise the works and to test and examine any material to be used or workmanship employed in connection with the works.

D. Authority of the Engineer

The Contractor shall execute and complete the works under the direction and to the entire satisfaction of the Engineer or his authorized representative and shall comply with the Engineer's or his authorized representative directions on any matter; whatsoever. The Contractor shall take instructions only from the Engineer.

1. Use of Contract Documents and Information

- 1.1 The Contractor shall not, without the Syama Prasad Mookerjee Port, Kolkata's prior written consent, disclose the contract, or any provisions thereof, or; any specification, drawing pattern, sample or information furnished by for on behalf of the SMP, Kolkata in connection therewith to any person other than a person employed by the Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.
- 1.2 The Contractor shall not, without the SMP, Kolkata's prior consent make use of any document or information specified in Clause 1.1 above except for purposes of performing the contract.
- 1.3 Any document, other than the contract itself specified in Clause 1.1. above, shall remain the property of the SMP, Kolkata and shall be returned (all copies) to the SMP, Kolkata, on completion of the Contractor's performance under the contract, if so, required by the SMP, Kolkata.

2. Country of Origin

- 2.1 If any component of the work is to be obtained from abroad, the Contractor shall indicate clearly the Country of Origin.
- 2.2 The Contractor shall arrange all clearances and organize actual import. Syama Prasad Mookerjee Port, Kolkata may provide only an essentiality certificate

3. Insurance

- 3.1 All the services and goods provided under the contract shall be fully insured at the cost of the Contractor to indemnify SMP, Kolkata against loss or incidental damage upto completion of delivery and acceptance of 2 nos. ECHOSOUNDER set in the manner specified in the conditions of contract. The claim against Insurance Company, if any, is to be settled by the Contractors.
- 3.2 Without limiting the Contractor's liability as provided under this contract, the Contractor shall procure or ensure that its Sub-Contractors procure such additional insurance cover as specified in the Special Conditions of Contract.

4. Preventive Maintenance & Documentation:

Preventive maintenance for smooth operation, i.e. at least one preventive check in every 3 months should be carried out. Operational manual for the quoted model of echosounder set is to be provided.

5. Place of Delivery: 1) Commander, E&PS Station, Fairfield, 72, Napier Road, Kolkata – 700022 (02 Nos Portable).
2) Commander, M.V.Sarojini (01 No Hull Mounted)

6. Onsite Assistance & Training:

On site assistance during entire contract period of warranty and comprehensive annual maintenance contract period is to be provided. Training for a period of at least 2 days will be given to nominated personnel of SMP, Kolkata by the Contractor at E&PS Station.

7. Completion Certificate:

A certificate of satisfactory completion of work will be issued by the SMP, Kolkata on completion of each stage of the work (after completion of warranty period & on completion of seven years CAMC period).

8. Warranty Period:

Contractor will have to provide a warranty period of one (1) year from date of acceptance followed by Comprehensive Annual Maintenance Contract (CAMC) of seven (7) years for the supplied equipment. The supplied equipment and accessories during this period will be SMP, Kolkata's property since handing over to SMP, Kolkata. The equipment / system including the defective components must be restored within five (5) working days after reporting of fault during warranty period. Failure to restore the system within specified time, will attract imposition of penalty @1/2 % prorata value for every week or part thereof for non functioning of each set subject to a maximum of 10% of the total cost, excluding the cost of CAMC. Penalty amount will be deducted from the security deposit as mentioned in clause No.9 below OR any subsequent bill during CAMC period.

9. Payment terms:

The 90% payment of the total cost (excluding the cost of CAMC) will be paid after successful installation, commissioning and acceptance of the system in totality by SMP, Kolkata on submission of bill in quadruplicate along with commissioning certificate and remaining 10% will be paid after satisfactory completion of contract period of eight years (warranty period + CAMC period). However, 100% payment may be released if 3% security deposit in the form of Performance Bank Guarantee (PBG), issued from a nationalized bank having branch at Kolkata, for a period of eight years and claim period of further three months is submitted by the contractor alongwith the bill as accepted by SMP, Kolkata. The entire performance Bank Guarantee will be released after satisfactory completion of eight-year contract period. The cost of obtaining this or any other Bank Guarantee and/or the revalidation thereof, wherever required, has to be borne by the Contractor and it shall be his sole responsibility to arrange for timely revalidation of such bank guarantee, failing which bank guarantee amount will be deducted from the subsequent CAMC bill and for non-fulfillment of any contractual obligation by the Contractor, the Engineer and/or the Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally.

After successful completion of one year of warranty period, CAMC cost will be paid on half yearly completion of the CAMC on prorata basis i.e. after satisfactory maintenance of every six months period.

The Bill in Quadruplicate is to be submitted to the office of the Chief Hydrographer, Marine Department, 15 Strand Road, Kolkata -700001 giving details of Bank Particulars for payment viz. (i) name of bank (ii) branch name (iii) branch code, (iv) designated account number etc require for on account payment. Installation certificate / Satisfactory performance certificate issued by MV Sarojini, PDS Party and HRS Party is to be submitted with each bill.

10. Time of Completion:

The installation and commissioning of 3 nos. echosounders alongwith all associated works (including pre-fabrication of outboard transducers & installation of hull mounted transducer)

will have to be completed in all respect within 30 days from the date of acceptance of the work order failing which specified LD clause for delay in handing over the equipments, shall apply.

11. Liquidated Damages:

In the event of the works not being completed as per clause 10 above, Chief Hydrographer shall be at liberty (in each such case) to deduct from any sum or money then due or to become due to the Contractor as and for Liquidated Damages @ ½% of the Contract Price (total cost of the equipments and accessories without CAMC cost) per week or pro rata for each day of the week subject to a ceiling of 10% (Ten percent) of the Contract Price (total cost of the equipments and accessories without CAMC cost), PROVIDED ALWAYS that if the representatives shall certify in writing that such delay or any portion thereof has arisen either in connection with works of the Contractor from a general strike or sectional strike of workmen or other general or sectional disputes of workmen or employers or combinations of workmen and employers or accidental fire or destruction of the Contractor's works or from Act of God or other causes which in the opinion of the representative were unavoidable and could not be foreseen or overcome by the Contractor then and in such cases the Competent authority shall have power to extend accordingly the time fixed for completion.

12. Comprehensive Annual Maintenance:

The contractor is required to enter into an agreement with SMP, Kolkata for the Comprehensive Annual Maintenance of the 3 nos. echosounders on a turnkey basis for a period of seven (7) years after warranty period of one year. The equipment / system including the defective components must be restored within five (5) working days after reporting of fault. Failure to restore the system within specified time, will attract imposition of penalty @½% of prorata value of CAMC for the year for every week or part thereof for non functioning of each set, subject to a maximum of 10% of the total value of the CAMC for the year for each non restoration of the fault.

Annual CAMC payment would be paid on half-yearly basis i.e. after satisfactory completion of every six-month period.

A declaration conforming to supply and availability of spares, PCB, accessories etc. for maintenance of the supplied equipment(s) for the comprehensive AMC period & warranty period is to be furnished, otherwise their offer will not be considered.

13. Agreement

The successful bidder shall submit FORM OF AGREEMENT [as in General Conditions of Contract (GCC) of SMPK] in a non-judicial stamp paper of appropriate value, within 15(fifteen) days from acceptance of the Work Order.

The cost of stamping Agreement must be borne by the successful Bidder.

14. Termination of Contract:

If maintenance is found not satisfactory during contract period, the contract will be liable to be terminated with a notice of one-month period and Risk purchase clause will be applicable.

15. Custom Charges:

In case any importation is required for any item for executing the contract, the customs duty, clearance charges etc is to be borne by the contractor at their risk, cost and responsibilities.

16. Contract Labour Laws:

The contractor shall be required to comply with the minimum wages Acts 1948, Employees Liability Act, 1938, Industrial Disputed Act, 1947, and The Contract Labour (Regulation and Abolition) Act, 1970, and/ or statutory amendments and the modifications thereof, any other laws relating thereto and the rules made there under from time to time. **Payment to the labourers to be made as per the minimum wage rate fixed by Chief Labour Commissioner (Central) and as per M.W.A. Govt of W.B. whichever is higher and revision from time to time.**

It will be the duty of the contractor to abide by the provisions of the Act. Ordinances, Rules, Regulations, Byelaws and Procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay/ damage etc. And keep the Engineer indemnified against all penalties and liabilities of any kind for non compliance or infringement of such Acts, Ordinances, Rules, Regulations, By-laws and Procedures.

The contractor shall indemnify the SMP, Kolkata against payment to be made under or for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his subcontractor.

The aforesaid regulations shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a Breach of Contract. It will be obligatory on the part of Contractor to obtain necessary Labour Licence from the Competent Authority for deploying requisite Nos. of labours in the work and submit to the Engineer-In-Charge prior to commencement of the work.

The contractor shall also be required to comply regarding work 'Workmen Compensation Act, 1923 as amended by Amendment Act No.65 of 1976'

In addition to the above, the Personal Injures (compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time are also to be complied by the contractor. The contractor shall take into account all the above said financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.

The contractor shall indicate maximum number of workmen to be engaged on any day for execution of the work in the appropriate place in the ABSTRACT FROM OF TENDER & he shall have to obtain a regular/ permanent license as per sec12(1) of the Contract Labour Act.

Further, whenever a contract work has commenced or completed, the contractor has to intimate the same to the Assistant Labour Commissioner (central)/ Labour Enforcement Officer (central) in form IV-A, within 15 days of such commencement or completion.

The contractor has to arrange for displaying the name of the Regional Labour Commissioner (central), Asst. Labour Commissioner (Central) & Labour Enforcement Officer (Central) at his worksite(s). The contractor shall inform the Principal employer the date, time & venue of disbursement to be made by him to his workers.

The successful bidder shall also be required to put up a notice at the site of work mentioning the date, time & venue of disbursement to be made by him to his workers and he or his authorized representative shall have to be present during period of disbursement.

17. Compliance With E.P.F & M.P Act:

The successful contractor will have to comply with provision of EPF & MP Act -1952 (along with amendments, if any), issued from time to time.

If asked for by the employer, the contractor will be required to submit photo copy of all payment challans and produce the original for verification to the representative of the principal employer.

18. Indemnification:

The successful bidder shall be deemed to indemnify and keep indemnified the Trustees from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of any law, rules or regulations having the force of law, including but not limited to -

- a) The minimum Wages Act, 1948
- b) The payment of wages Act, 1936
- c) The workman compensation Act, 1923
- d) The employees provident fund Act, 1952.
- e) The contract labour (Regulation and abolition) Act, 1970; Rules 1971.
- f) The equal Remuneration Act 1976.
- g) The employees State Insurance Act, 1948 & Employees State Insurance (Amendment) Act, 1986
- h) Child Labour (Prohibition and Regulation) Act, 1986.
- i) The Maternity Benefits Act, 1961
- j) Interstate Migrant Workmen (Regulation of Employment & conditions of service) Act, 1979

15. Taxes, Duties:

The prices quoted shall be including all statutory levies excluding GST which will be paid extra.

- a) Supplier/ Service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- b) The supplier/ Service provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/ Service provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier/ Service provider and details available with Syama Prasad Mookerjee Port, Kolkata, then payments to Supplier/ Service provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time Syama Prasad Mookerjee Port, Kolkata is not sure that accurate tax amount is finally reflected in the GSTN to SMP, Kolkata's Account and is finally available to Syama Prasad Mookerjee Port, Kolkata in terms of GST laws and that the credit of GST so taken by Syama Prasad Mookerjee Port, Kolkata is not required to be reversed at a later date along with applicable interest.
- c) Syama Prasad Mookerjee Port, Kolkata has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the Supplier/ Service provider. Any loss of input tax credit to Syama Prasad Mookerjee Port, Kolkata for the fault of supplier shall be recovered by Syama Prasad Mookerjee Port, Kolkata by way of adjustment in the consideration payable.
- d) Supplementary invoices/ Debit note/ Credit notes for price revisions to enable Syama Prasad Mookerjee Port, Kolkata to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial year.

- e) The purchase order/ work order shall be void, if at any point of time you are found to be a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.
- f) GST as applicable on the amount of liquidated damage as well as other recovery i.e. damage, penalty, land rent, etc. shall be deducted from contractor's bill at applicable rates and the same will not be reimbursed by SMP, Kolkata.

16. Disparity in quoted rate/ amount:

- (i) A full priced bill of quantities duly totaled shall be submitted with the tender. A price shall be inserted against each item of the bill of quantities and these prices shall include all manner of labour, material plant tools and all other matters necessary for the execution of the contract in accordance with the general conditions, specifications, drawing, if any, and bill of quantities.
- (ii) If it is found on examination of a tender that there is a discrepancy between the total amount inserted in the bill of the quantities and the amount arrived at by valuing the quantities set out there in and the rates and prices set against them, by the tenderer, calculation for the total amount will be made on the basis of Unit Rates multiplied by quantities. Evaluation of the tender will be done on the basis of the total price thus arrived. The tender must not keep any column/ space blank in any item under BOQ, else the tender is liable for disqualification.

17. Resolution of Disputes:

- a) SMP, Kolkata and the Contractor shall make every effort to resolve amicably by direct negotiation any disagreement dispute arising between them under or in connection with the contract. failing which the matter may be referred to an Arbitrator to be chosen by SMP, Kolkata from the list of empanelled Arbitrators of SMP, Kolkata in accordance with Indian Arbitration Act, 1940 or a statutory modification or enactment in force from time to time.
- b) In case of order with Government of India Undertaking, all cases of disputes shall be referred to Bureau of Public Enterprises.
- c) Execution of order shall be continued by supplier during the tendency of arbitration proceeding unless otherwise directed in writing by the Syama Prasad Mookerjee Port, Kolkata.
- d) The venue for arbitration shall be Kolkata (India).

18. Applicable Law

The contract shall be governed by an interpreted in accordance with the laws of the land, i.e. Kolkata, India. All Court cases if arising out of the contract shall be referred to Kolkata High Court at Kolkata.

19. Force Majeure

- a) In the event of the Contractor or any of its Sub-Contractors, or the Syama Prasad Mookerjee Port, Kolkata is delaying in performing any of its respective obligations under the contract, and such delay is caused by Force Majeure, including war, civil insurrection, fires, floods, epidemics, earthquakes, quarantine restrictions and freight embargoes, such delay may be excused as provided in Clause 7 and the period of such delay may be added to the time of performance of the obligation delayed.
- b) If a Force Majeure situation arises, the Contractor shall promptly notify the SMP, Kolkata in writing of such Condition and the cause thereof. Unless otherwise directed by the SMP, Kolkata in writing, the Contractor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

20. Contract Language

- a) The contract shall be in English language and all documentation related hereto will also be in English Language.
- b) The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

21. Risk Purchase

In case of refusal or discontinuance of providing comprehensive annual maintenance contract by the contractor over the entire contractual period after completion of one-year warranty period the contractor will be liable to reimburse the cost of SMP, Kolkata as may be necessary for carrying out CAMC for the entire period which includes replacement of component / software etc. all inclusive as may be deemed necessary.

SYAMA PRASAD MOOKERJEE PORT, KOLKATA
Marine Department

BILL OF QUANTITIES (BOQ)

E-TENDER FOR “Supply, installation & commissioning of 3 nos. digital echosounders (1 no. hull-mounted transducer and 2 nos. portable transducers) alongwith all accessories and 7 years Comprehensive Annual Maintenance Plan after 1 year warranty” under Marine Department of SMP, Kolkata

E-TENDER NO: MRN/CH/DRW/30/21

Part-A:

Sl. No	Description of Work	Quantity (Unit)	Price per unit (in Rs)	Total Amount (in Rs.)
		A	B	(A X B)
1	Supply, installation & commissioning of 1 no. echosounder with hull-mounted transducer to be fitted on MV Sarojini alongwith all accessories as per the tender document	01	Rs.	Rs.
2	Supply, installation & commissioning of 2 nos. echosounders with portable transducers alongwith all accessories as per the tender document	02	Rs.	Rs.
3	Any other item necessary to complete the work (Refer to Clause 8 (b) of Annexure – C above)	02	Rs.	Rs.
	Total Price of Part A			Rs.

Part-B:

Sl. No	Description of Work	Quantity (Unit)	Period	Price per unit per year (in Rs)	Total Amount
		A		B	(A X B)
1	Total cost for CAMC for seven (7) years for 1 unit with hull-mounted transducer on board MV Sarojini after warranty period of one (1) year.	01	1 st Year	Rs.	Rs.
		01	2 nd Year	Rs.	Rs.
		01	3 rd Year	Rs.	Rs.
		01	4 th Year	Rs.	Rs.
		01	5 th Year	Rs.	Rs.
		01	6 th Year	Rs.	Rs.
		01	7 th Year	Rs.	Rs.
2	Total cost for CAMC for seven (7) years for 2 units with portable transducer after warranty period of one (1) year.	02	1 st Year	Rs.	Rs.
		02	2 nd Year	Rs.	Rs.
		02	3 rd Year	Rs.	Rs.
		02	4 th Year	Rs.	Rs.
		02	5 th Year	Rs.	Rs.
		02	6 th Year	Rs.	Rs.
		02	7 th Year	Rs.	Rs.
	Total Price of Part B				Rs.

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Part-C:

1	Other taxes and duties (Indian or Foreign), If any, EXCEPT for GST			Rs.
	Total Price of Part C			Rs.

Net Price/ Evaluation

(Total Price of Part-A + Total Price of Part – B + Total Price of Part – C) = Rs.

Note:

1. The above rates will include all taxes and duties except Goods and Service tax and no change will be entertained during the contractual period.
2. Evaluation will be made on the basis of Total Cost as per the BOQ above.
3. All taxes and duties etc., if any, should be clearly mentioned in a separate statement.
4. Goods and Service tax, if applicable, will be paid as extra, at actual.
5. The Annexure-E is only for the purpose of understanding of bidder. No rates to be quoted here. The actual rate is to be entered in BOQ in excel format published in the NIT.

Form – A

1. Name of the Contractor/Company:
2. Address of the Registered Office of the Contractor/Company:
3. Name and Designation of the Authorized signatory:
4. Office phone number of the Authorized Signatory:
5. Office fax number of the Authorized signatory:
6. E-mail of the Authorized signatory:
7. PAN Card Number of the Contractor (please attach photocopy of the both sides of the PAN Card):
- a) GST Registration Number, Excise Duty Registration No. (please attach photocopy of the latest S/T Clearance Certificate)
8. Particular of work experience (one instance only- please attach photocopy):
 - a. Name and address of Client:
 - b. Name of work:
 - c. Value of work:
 - d. Time of commencement and completion of the job:

Authorized Signatory
(Company Seal)

FORM – B

PROFORMA OF LETTER OF ACCEPTANCE OF THE WORK ORDER

No. _____ Date _____

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

Sub: **“Supply, installation & commissioning of 3 nos. digital echosounders (1 no. hull-mounted and 2 nos. portable) alongwith all accessories and 7 years Comprehensive Annual Maintenance Plan after 1 year warranty” under Marine Department of SMP, Kolkata**

Ref: Your Work Order No. _____ dated _____

Sir,

I/We agree to carry out the subject work as per terms of the Work Order under reference and in compliance to the Tender stipulations. We will commence the work from _____ (date) or as instructed by you/your representative.

Yours faithfully,

Authorized Signatory
(Company Seal)

FORM OF TENDER**(AVAILABLE IN GCC)**

(Note: All blank spaces to be filled in by the Bidder and be submitted along with tender)

The Chief Hydrographer, Marine Department
Syama Prasad Mookerjee Port, Kolkata,
15, Strand Road,
Kolkata-700 001

Dear Sir,

We, M/s.....having read and fully understood the specification conditions of tender and general conditions of contract hereby tender to **Supply, installation & commissioning of 3 nos. digital echosounders (1 no. with hull-mounted transducer and 2 nos. with portable transducers) alongwith all accessories and 7 years Comprehensive Annual Maintenance Plan after 1 year warranty** under Marine Department of SMP, Kolkata in accordance with and as set forth in Notice Inviting Tender, General Conditions of Contract etc.

The quotations have been submitted in Cover-I and Cover-II as stipulated in your Tender 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 annexed Original Demand Draft / Pay Order / Bankers Cheque No.dt..... of Bank for Rs.

We also agree to abide by this tender for a period of 120 days from the opening of bid and in default of our so doing, the Earnest Money of Rs..... only deposited by us shall be liable to forfeiture at the option of the competent authority.

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

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

Yours faithfully,

Dated.....

Signature.....

Full Address.....

(Seal)

FORMAT OF AGREEMENT

(AVAILABLE IN GCC)

(on Rs. 50/- STAMP PAPER)

Syama Prasad Mookerjee Port, Kolkata

THIS AGREEMENT made the _____ day of _____ 20---between the Board of Trustees of Syama Prasad Mookerjee Port, 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 office at _____ and Workshop at _____ (hereinafter called "the contractor" which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office of the other part.

WHEREAS Trustees are desirous that certain works should be executed / constructed, viz. **Supply, installation & commissioning of 3 nos. digital echosounders (1 no. with hull-mounted transducer and 2 nos. with portable transducers) alongwith all accessories and 7 years Comprehensive Annual Maintenance Plan after 1 year warranty** under Marine Department of SMP, Kolkata for the works specified in the Bid Document should be carried out in satisfactory manner and have accepted a tender by the contractor for the said work.

AGREEMENT WITNESSTH AS FOLLOWS:

1. In this Agreement words and expression shall have the same meaning 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 as construed as part of this Agreement, viz.:
 - (a) The said Tender and the acceptance of Tender.
 - (b) The Drawings.
 - (c) The General Conditions of Contract.
 - (d) Special Conditions of Contract (if any).
 - (e) The Conditions of Tender.
 - (f) The Specification.
 - (g) The Bill of Quantities.
 - (h) The Trustees Schedule of Rates and prices (if any).
 - (i) All correspondence, by which the Contract 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, construct, complete and maintain the work in conformity in all respects with the provisions of the contract.

4. The Trustee's hereby covenant to pay to the Contractor in consideration of such execution, construction, completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

The Seal of _____

Was hereunto affixed in the presence of:

Name _____

Address _____

or

SIGNED SEALED AND DELIVERED.

By the said _____

In the presence of:

Name _____

Address _____

The Common Seal of the Trustees was hereunto affixed in the presence of:

Name _____

Address _____

Rs.50/- STAMP

BANK GUARANTEE BOND.

In consideration of the Board of Trustees' of the Port of Kolkata, a body corporate, duly constituted under the Major Port Trust's Act 38 of 1963 (hereinafter called the Trustees' which expression shall unless excluded by or repugnant to the context be deemed to include its successors in office) having agreed to exempt

M/s. _____

(hereinafter called the said "Contractor", which expression shall unless excluded by or repugnant to the context be deemed to include its successors, heirs, assigns, administrators and legal representative) from the demand under the Terms and Conditions of the Agreement dated, _____ **Supply, installation & commissioning of 3 nos. digital echosounders (1 no. with hull-mounted transducer and 2 nos. with portable transducers) alongwith all accessories and 7 years Comprehensive Annual Maintenance Plan after 1 year warranty** (hereinafter called the said Agreement) of Security Deposit for the due fulfillment by the said contractor of all the Terms and Conditions contained in the said agreement on production of Bank Guarantee for

_____ only representing 10 % of the contract price

_____ only.

We, the _____

(hereinafter called the Bank) do hereby undertake to pay the Trustees' an amount not exceeding of Rs. _____ (_____)

only against any loss or damage caused to or suffered or would be caused to or suffered by the Trustees' by reasons of any breach by the said contractor of any of the Terms & Conditions contained in the said Agreement.

1. We, _____ do hereby unconditionally, irrevocably undertake to pay to the Trustees' the amounts due and payable under this guarantee without any demur, merely on a demand from the said Trustees' stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the said Trustees' by reasons of any breach by the said contractor of any of the Terms & Conditions contained in the said Agreement or by reasons of the Contractors' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (_____) only.

2. We, _____, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable from the date of execution of this guarantee i.e. from _____ till the expiry of (_____) calendar months and covering the guarantee period i.e. up to _____ and till all the duties of the Trustees under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till the Trustees' certify that the Terms and Conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liabilities under this guarantee thereafter.

3. We, _____, further agree with the Trustees that the Trustees shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the Terms and Conditions of the said Agreement or to extend the time of performance by the said contractors from time to time or to postpone, for any time or from time to time any of the powers exercisable by the Trustees against the said contractors and to forbear or enforce any of the Terms and Conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractors or for any forbearance, act or omission on the part of the Trustees or any indulgence by the Trustees to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

4. We undertake to pay to the Trustees within a week any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.

5. Notwithstanding anything contained herein, our liability under the guarantee is restricted to _____ (_____) only. Our guarantee shall remain in full force till its expiry on _____ from the date of issue, unless a demand or claim under this guarantee is made on us in writing on or before _____ and we shall be discharged from all liabilities under this guarantee.

6. We, _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Trustees in writing and agree that any change in the constitution of the Bank or the Contract shall not discharge our liability hereunder.

Dated, the _____ day of _____ 2021

WITNESS:

1. N A M E:

DESIGNATION:

BANK's NAME:

& ADDRESS.

1. N A M E :

DESIGNATION:

BANK'S NAME:

& ADDRESS.

On Non-judicial Stamp Paper of at least Rs.50/-

BEFORE THE 1st CLASS JUDICIAL MAGISTRATE

AFFIDAVIT

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

1. That I am a proprietor / partner of ----- having office at -----
-and carrying on business on the said name and style. (In case the above Deponent is an enlisted Contractor at SMP, Kolkata, the same should be mentioned in the affidavit).
2. THAT my aforesaid Firm is exempted from E.S.I. Act and the said Firm has no Valid E.S.I. Registration.
3. THAT the present affidavit is to be filed before the SMP, Kolkata as per the Clause No..... of the Tender No.....issued by the SMP, Kolkata in respect of the work (the work is to be mentioned).

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

DEPONENT

Identified by me.

1.

On Non-Judicial Stamp Paper of at least Rupees Fifty

INDEMNITY BOND

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

2. WHEREAS, the said Syama Prasad Mookerjee Port, Kolkata had asked every tenderer, who is not covered under E.S.I. Act or exempted to furnish an Indemnity Bond in favour of Marine Department, Syama Prasad Mookerjee Port, Kolkata against all damages and accidents to the Labourer / Tenderer / Contractor.

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

4. AND the Contractor hereunder agrees to indemnify and at all times keep indemnified the Syama Prasad Mookerjee Port, Kolkata and its administrator and representative and also all such possible claim or demand for damages and accidents.

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

Sureties: Signature of the Indemnifier

1. Name:

Address:

2. Name:

Address:

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

BEFORE THE 1st CLASS JUDICIAL MAGISTRATE AT _____

AFFIDAVIT

I _____ son of _____

Aged about _____ years, by faith _____ by Occupation
_____ residing at

Do hereby solemnly affirm and declare as flows:

1. That I am the proprietor / Partner / Director _____

Having office at _____

and carrying on business on the same name and style.

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

2. THAT my aforesaid Firm is exempted from Provident Fund Act and the said

Firm has no valid Provident Fund Registration.

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

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

Deponent

Identified by _____

Covering letter

Ref. No.

Dated:

The Chief Hydrographer, Marine Department,
Shyama Prasad Mookerjee Port, Kolkata,
15, Strand Road, Kolkata – 700001.

Dear Sir,

1. We _____ (Name of Tenderer having examined the Tender Document and understood its contents, hereby submit our Tender for _____ dt. _____

2. All information and proofs provided in the Tender including Addendum and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.

3. We shall make available to Syama Prasad Mookerjee Port, Kolkata (hereinafter referred to as SMP, Kolkata) any additional information it may find necessary or require to supplement or Authenticate the Tender.

4. We, _____ (Name of Tenderer) hereby undertake that we will abide by the decisions of SMP, Kolkata in the matter of examination, evaluation and selection of Successful Tenderer and shall refrain from challenging or questioning any decision taken by SMP, Kolkata in this regard. We, further acknowledge the right of SMP, Kolkata to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5. We also certify the following

a) We have not been debarred by the Central / State Govt. or any entity Controlled by them or any other legal authority from participating in any Tender /Contract / Agreement of whatever kind

b) We have also not been expelled from any project or contract nor have had any contract terminated for breach in the last 3 years ending on the date of opening of the techno commercial part of the tender.

6. We declare that:

a) We have examined and have no reservations to the Tender Document, Including the Addendum, if any, issued by SMP, Kolkata thereon.

b) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.

7. We understand that SMP, Kolkata reserves the right to accept or reject any tender and to annual the tendering process and reject all tenders at any time without any obligation for such acceptance, rejection or annulment without assigning any reason thereof.

Yours faithfully,

Signature of Tenderer

Name _____

Designation _____

Date _____

Seal:

FORMAT FOR PAYMENT THROUGH ECS/RTGS

1	Name of the Party (As per Bank Account)	
2	Address of the Party	
3	Contact person	
4	Phone No.	
5	PAN No.	
6	Name of the Bank	
7	Name of the Branch	
8	Address of the Branch	
9	Type of Account	
10	Account No.	
11	MICR Code No.	
12	RTGS/NEFT/IFSC No.	
13	GSTIN No.	

Signature with official seal

N.B: i) A photocopy of a cancelled cheque is to be enclosed.

ii) A photocopy of PAN card is to be enclosed.

Bid Security Declaration

The Director
Marine Department.

Ref : NIT No.MRN/CH/DRW/30/21

Sir,

1. I/We do hereby declare that I/We shall not withdraw or modify bids during period of validity etc., In case, any withdrawal/modification of the bids is done during validity period, I/We will be suspended for three years from participation to any tender.

Signature with official seal

TENDER NO.: MRN/CH/DRW/30/21

Bidders are requested to check the Check-list given below while uploading their offer by ✓ mark or the reason where not applicable.

Sl. No	Document/Proof	(Yes/No)	Reference Document Tag / Remarks
1	Photocopy of EMD payment proof		
2	Photocopy of Bid document fee payment proof		
3	Brief particulars of the Firm		
4	Details of similar work carried out by the firm with value of each work supported by authentic documents with Work order / Agreement, Performance Certificate, etc.		
5	A separate letter addressed to the Chief Hydrographer, Marine Department confirming that the Tenderer has accepted all terms and conditions laid down in the bid document should be enclosed. (Annexure VII)		
6	Details of ECS like (i) Name of the Bank with Code No., (ii) Address, (iii) A/C No., (iv) Name of the Branch (IFSC Code) with MICR Code/RTGS as applicable. Annexure-VIII		
7	Copy of valid Trade License		
8	Copy of GST Registration Certificate		
9	Certified copies of PAN Card.		
10	Certified copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable.		
11	The details of ECHOSOUNDER Set to be supplied for the purpose.		
12	Letter of authority, if any.		
13	Filled up "Form of Tender" as per enclosed Proforma.		
14	Annexure – V / Indemnity BOND		
15	Audited Annual Accounts for 2016-17, 2017-18 & 2018-19, supported by a Certificate from a Chartered Accountant		
16	Copy of Provident fund Reg. No. Under EPF (if any)		
17	ESI Reg. No. (if any), or filled-in Annexure - IV		
18	Copy of Current E.P.F. Registration or in case they are exempted under Provident fund Act, filled-in Annexure - VI		

19	Copy NSIC certificate (if any)		
20	Addendum/ Corrigendum/ Notice/ Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.		
21	Quoted Product Specification in details with make and model		
22	Duly signed and stamped full Techno Commercial Part (Part-I) and Price Bid (Part-II) &GCC in each page		
23	Declaration regarding ban / delisting / debarment		
24	Certificate / declaration of compliance with Minimum Wages Act.		
25	Certificate from respective OEM stating that no malicious content exists in the hardware, software along with certificate to the effect that the offered system is not end of life (EOL) system.		
26	Certificate conforming to supply and availability of spares, PCB, accessories etc. for maintenance of the supplied equipment(s) for the comprehensive AMC period and warranty period is to be furnished, otherwise their offer will not be considered.		
	Excise Duty Registration Certificate, if applicable.		
27	Self declaration of the proprietor/ partner(s)/ authorised signatory of the bidding firm (in the case of proprietorship firm/ partnership firm/ limited company, as the case may be) is/ are not associated with any other firm bidding for the same work.		
28	Filled up "Form A"		