



BID DOCUMENT

FOR

**THE SUPPLY OF 16 Nos. DIGITAL VHF WALKIE TALKIES FOR
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
MARINE DEPARTMENT**

TENDER NO. SMPK/ MRN/CRO/44/22

ISSUED BY

**DIRECTOR, MARINE DEPARTMENT
SYAMA PRASAD MOOKERJEE PORT
(formerly Kolkata Port Trust)
15, STRAND ROAD
KOLKATA-700001**

March - 2021

Tender Fee: ₹590/- (including GST)

SYAMA PRASAD MOOKERJEE PORT, KOLKATA
(formerly Kolkata Port Trust)
Marine Department

1.0 NOTICE INVITING TENDER

Tender No : SMPK/MRN/CRO/44/22	Dated: 01/03/2021
--------------------------------	-------------------

E-Tender under single part system is invited from reputed, bona fide and resourceful bidders for supply and installation of 16 nos. 5 Watt Digital VHF WALKIE TALKIES.

The Bid Document may be seen from the Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>). Corrigenda or clarifications, if any, shall be hoisted on the above mentioned website only. The tender is also published on KoPT website (www.kolkataporttrust.gov.in).

2.0 SCHEDULE OF TENDER (SOT)

Tender No.	Tender No : SMPK/MRN/CRO/44/17
b. Mode of Tender	e-Procurement System (Online through CPP Portal https://eprocure.gov.in/eprocure/app) The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender is acceptable by SYAMA PRASAD MOOKERJEE PORT, Kolkata.
c. Estimated cost	Rs. 1,87,200 excluding GST.
d. Earnest Money Deposit.	Not required. Only 'Bid Security Declaration' as detailed below to be submitted.
e. Tender Document fee.	The intending bidders also should submit the tender fee of Rs.590/- (Rupees five hundred & ninety only) including GST to SYAMA PRASAD MOOKERJEE PORT, Kolkata separately as per tender stipulation. The original Bank Draft/Bankers Cheque/Pay Order shall be submitted within 3 days from the closing of online submission of tender.
f. Date of NIT available to parties to download.	From 01.03.2021
g. Off line Pre-Bid Meeting date and time.	At 1400 hours on 08.03.2021 at SMP, Kolkata Head Office, 15, Strand Road, Kolkata - 700001.
h. Last date of submission of EMD & Bid Document Fee to KoPT.	Up to 14:00 hours on 29.03.2021
i. Date of starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at CPP Portal.	At 10:00 hours 15.03.2021
J. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	Up to 14:00 hours on 24.03.2021 . The last date of submission of tender will not be extended under any circumstance.

k. Date & time of opening of tender (both techno-commercial part as well as price part).	On 26.03.2021 after 1500 hours.
--	--

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

3.0 Important Instructions for e-Tender

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

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

- Bidders Manual Kit
- Help for Contractors
- FAQ

Contact Persons (SYAMA PRASAD MOOKERJEE PORT, Kolkata):

1. Capt. D.J.Mukharjee, Dy. Director II, Marine Department
Phone: +919432244737
E-mail: djmukherjee@kolkataporttrust.gov.in
2. Shri.P. K. Bhattacharjee, Dy. Chief Radio Officer.
Phone: 03371003473 / +918777261027
E-mail: pkbhattacharjee@kolkataporttrust.gov.in

Contact persons (CPP Portal):

1. Shri Nazmush - Mob: +919563251950 email: webhelpdesk@gmail.com
See CPP Portal for contact details.

4.0 Pre-qualification criteria of Tenderer.

- A. Intending bidder must have experience of having successfully completed *similar work during the last 7 years ending 31.03.2020, which should be either of the following:
 - i. Three similar completed works, each costing not less than the amount equal to 40% of the estimated value i.e. Rs. 74,880/-.
Or
 - ii. Two similar completed works, each costing not less than the amount equal to 50% of the estimated value i.e. Rs. 93,600/-.
Or
 - iii. One similar completed work, costing not less than the amount equal to 80% of the estimated value i.e. Rs 1.49.760/-.
 - iv. The bidder must have an average annual financial turnover of at least 30% of

the estimated value i.e. Rs 56,160/- during the last 3 years ending 31st March 2020.

*** Similar work shall mean supply and installation of wireless communication equipments.**

Note: Claims for fulfilling the above criteria must be adequately supported by appropriate documents like work order, performance certificate from Clients, Company's Annual Reports, Audited Balance Sheet (as applicable, exempted for Firms fulfilling criteria under sec 44AB of IT Act, having Annual turnover of less than 1 Crore in a FY) and Profit and loss account for last 3 Years (i.e. 2017-18, 2018-19, 2019-20).

5.0 TENDER AUTHORITY

Director, Marine Department,
SYAMA PRASAD MOOKERJEE PORT, Kolkata, 15, Strand Road, Kolkata-700 001.
Phone: 033-22303214
E-mail: dmd@kolkataporttrust.gov.in
Web-site: www.kolkataporttrust.gov.in

6.0 INSTRUCTION TO BIDDERS

- 6.1 Tender with supporting documents shall be submitted **Online** through CPP Portal <https://eprocure.gov.in/eprocure/app>).
- 6.2 The bidder before filing and submitting the Tender is expected to thoroughly examine the Tender Documents including all instructions, forms, terms, specifications, schedules and reference drawings. Failure/omission to furnish this information required by the tender Document on submission of a bidder which is not substantially responsive to the tender requirement will result in the rejection of such tender.
- 6.3 Mere downloading of Tender Document shall not mean that a particular Bidder will be automatically considered qualified and their bid will be entertained. Such qualifications will be reviewed at the time of evaluation of bids.
- 6.4 Tender Document (Non-transferable) will be available in the website: www.kolkataporttrust.gov.in / CPP Portal. Parties downloading the tender document should ensure submission of Demand Draft towards Tender Fee, failing which the tender will not be considered.
- 6.5 SYAMA PRASAD MOOKERJEE PORT reserve the right to reject any/all tenders or to accept any tender in whole or in part without assigning any reason whatsoever.

7.0 MODE OF SUBMISSION OF BID

- 7.1 The tenders are to be submitted online in single part and price to be quoted as per the BOQ format also online. The bidders are required to upload the following documents:

- a. Brief particulars of the Firm mentioning company's registration.
- b. Valid "DPL" license and last renewal.
- c. Copy of the document relating to details of Similar Works previously carried out by the firm with value & period of each work.
- d. Copies of Performance Certificates of previous works carried out.
- e. Copies of the Audited Balance Sheet (as applicable, exempted for Firms fulfilling criteria under sec 44AB of IT Act, having Annual turnover of less than 1 Crore in a FY) and Profit and Loss Account for last 3 years (i.e. 2017-18, 2018-19, 2019-20).
- f. Photocopy of the Bank Draft / Bankers Cheque payable to 'SYAMA PRASAD MOOKERJEE PORT, Kolkata' towards Tender Fee.
- g. A declaration that the firm has not been debarred / de-listed by any Govt. / Quasi-Govt. / Public Sector Undertakings.
- h. Authentic documents relating to registration under GST Authority.
- i. Photo copy of ESI Registration certificate. In case the firm is not covered under ESI Act or exempted, they should furnish necessary documents along with an affidavit in original affirmed before a 1st Class Judicial Magistrate in a non-judicial stamp paper worth Rs.10/- to that effect as per enclosed KoPT approved format (**Annexure-A**). In addition that the Tenderer must indemnify SMP, Kolkata against all damages and accidents occurring to their staff in a non-judicial stamp paper worth Rs.50/- as per enclosed format (**Annexure-B**).
- j. Copy of the Current Trade License as applicable.
- k. Photo copy of Current P.F. Statement or in case they are exempted under Provident fund act, they would furnish necessary documents along with an affidavit affirmed before a first class Judicial Magistrate to the effect as per enclosed Proforma (**Annexure-C**).
- l. Power of Attorney in original in connection with signing the tender document.
- m. A covering letter addressed to the Director, Marine Department as per the format given at **Annexure-D**.
- n. **UNDERTAKING:**

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

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

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

- o. (Price Bid) shall be quoted online as per the enclosed format without any condition or deviation. Price bid must be filled up in EXCEL Sheet through CPP Portal.

7.1.1 The contractor shall submit the documents as per the Check List above (Clause-7.1) at the time of submission of the bid online. However, the bids will be summarily rejected without any reference to the bidder if the documents mentioned against Sl. No. a. to n, are not submitted with the bid.

7.1.2 THE DOCUMENTS UPLOADED BY BIDDER(S) WILL BE SCRUTINISED. 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 BE TAKEN AGAINST DEFAULTING BIDDER(S).

7.2 Deadline for submission of Tender

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

7.3 Validity of Bid.

Tenders will be required to be valid for a period of 180 days from the date of opening of the tender.

8.0 OTHER INSTRUCTIONS

8.1 Bidders are advised to submit quotation online based upon technical specification, terms and conditions, Scope of Work, Technical Specification contained in the Bid Documents and General Conditions of Contract (GCC) and not to stipulate any deviation. The General Conditions of Contract of SYAMA PRASAD MOOKERJEE PORT, Kolkata shall be applicable wherever relevant. The GCC may be downloaded from KoPT website, 'Homepage - Rule and Regulations - Non-Service Regulations'. Should it, however, become unavoidable, deviations should be suggested during pre-bid meeting. SMP, Kolkata reserves the right to accept or reject the suggested deviations. No deviation from the laid down conditions of the Bid Document is firm unless it is notified by SMP, Kolkata.

8.2 SYAMA PRASAD MOOKERJEE PORT will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.

8.3 The work is to be done as described in Bid Document. The bidders who need clarifications on any specific issue shall inform the Engineer in writing well in advance of the date of pre-bid discussion at the address given in the next clause.

8.4 The bidders are advised to examine the tender documents carefully and if the bidders find any discrepancy or omission in the Bid Document or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer, who may send a written explanation to the queries. No oral interpretations shall be made by any Bidder as to the meaning, if any, of the provisions of the Bid documents. Every request for an interpretation shall be in writing, addressed and forwarded to the Engineer who shall be the point of contact at the following address:

The Director, Marine Department,
SYAMA PRASAD MOOKERJEE PORT, Kolkata
15, Strand Road, Kolkata-700 001

- 8.5 The bidders may please note that SYAMA PRASAD MOOKERJEE PORT, Kolkata will not entertain any correspondence or queries on the status of the offers received against this Bid.

Bidders are also requested not to depute any of their personnel or agents to visit Kolkata Port Trust's Offices for making such inquiries. Should SYAMA PRASAD MOOKERJEE PORT find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by SYAMA PRASAD MOOKERJEE PORT, Kolkata.

- 8.6 Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder. SYAMA PRASAD MOOKERJEE PORT may reject, accept or prefer any bid without assigning any reason whatsoever.
- 8.7 Fax/e-mail offers/ physical offer will not be considered. Bidders should prepare their Bid themselves. Bids prepared by agents will not be recognized. SMP will not be liable for any financial obligation in connection with any work until such time SMP communicates to the successful bidder in writing its decision to entrust the work (covered by the Bid document).

8.8 Amendment of Tender Documents.

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

9.0 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.

10.0 SECURITY DEPOSIT

- 10.1 **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 2 years of warranty period from the date of supply.

11.0 Micro & Small Enterprises (MSEs) registered with NSIC:

- i) Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Tender Fee and Earnest Money having valid NSIC Certificate for MSEs or 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. Otherwise their offer for those items will not be considered.
- iii) Copy of valid NSIC Certificate for MSEs or DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be uploaded along with the bid.

12.0 INSTRUCTION FOR FILLING THE BIDS

- 12.1 The bids can only be submitted in the name of the bidder.
- 12.2 The Bid and any annotations or accompanying documentation shall be in English language only and in metric system.
- 12.3 Bidders shall sign their proposal and all attached documents with the exact name of the firm who has downloaded the bid document.
- 12.4 Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his ability to bind the bidder. The power of attorney as proof of the ability of the signatory to bind the bidder shall be annexed to the bid. SYAMA PRASAD MOOKERJEE PORT, Kolkata may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 12.5 The tender shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be completed free from ambiguity, change or inter-lineation.
- 12.6 Bidders should indicate at the time of quoting against this bid their full postal /e-mail address and telephone and fax numbers.
- 12.7 Bidders shall set their quotations online as per BOQ format and without any qualifications.
- 12.8 Price Bids, containing any sort of qualifying expressions will be rejected.
- 12.9 SYAMA PRASAD MOOKERJEE PORT, Kolkata reserves the right to ask any one of the bidders, who have submitted their price quotations to submit a break-up of the submitted prices with adequate justification to establish for each such component. Bidders shall confirm in writing in the form of Tender that should SYAMA PRASAD MOOKERJEE PORT deem it necessary to ask for such a break up of quoted price, they will be duty bound to do so as requested by SMP and they shall be further duty bound to provide justification to the same, failing which or if their justification of prices are found unacceptable to SMP, their Tender may be cancelled by SYAMA PRASAD MOOKERJEE PORT, Kolkata.

13.0 TAXES & DUTIES.

- 13.1 The prices quoted shall be including all statutory levies excluding GST. The summation of all item-wise total prices (excluding GST, i.e. Grand total as mentioned in BOQ) would be the basis of evaluation.
- 13.2 Supplier / Service Provider to confirm that the GST amount charged in invoice

is declared in its returns and payment of taxes is also made.

- 13.3** 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 invoice/s under mismatch may be retained from due payments till such time SYAMA PRASAD MOOKERJEE PORT is not sure that accurate tax amount is finally reflected in the GSTN to SMP's Account and is finally available to SYAMA PRASAD MOOKERJEE PORT in terms of GST laws and that the credit of GST so taken by SYAMA PRASAD MOOKERJEE PORT is not required to be reversed at a later date along with applicable interest.
- 13.4** SYAMA PRASAD MOOKERJEE PORT 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 for the fault of supplier shall be recovered by SYAMA PRASAD MOOKERJEE PORT by way of adjustment in the consideration payable.
- 13.5** Supplementary invoice/debit note/credit note for price revisions to enable SYAMA PRASAD MOOKERJEE PORT to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.
- 13.6** The purchase order/work order shall be void, if at any point of time bidders are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

14.0 INTERPRETATION OF TERMS.

In the contract and specification, the following words and expressions shall have the meanings mentioned hereunder.

- 14.1** The TRUSTEES - the expression 'The Trustees' means Board of Trustees of the SYAMA PRASAD MOOKERJEE PORT.
- 14.2** The Director, Marine Department - the expression 'Director, Marine Department' means the officer holding that post under the Trustees and includes his successors in office.
- 14.3** The Deputy Director, Marine Department - the expression 'Deputy Director, Marine Department' means the officer holding that post under the Trustees and includes his successors in office.
- 14.4** The ENGINEER - the expression 'The Engineer' means Deputy Director, Marine Department for the purpose of this contract only.
- 14.5** The ENGINEER'S REPRESENTATIVE-the expression 'The Engineer's Representative' means any officer or person from time to time deputed by the

Trustees or Director, Marine Department or Deputy Director, Marine Department to act on their behalf for the purpose of this contract.

- 14.6 The Deputy Director, Marine Department from time to time may authorise any person or persons in writing, a copy of which is to be forwarded to the contractor, to be meant by him to exercise such powers, authorities and discretions on his behalf under this contract as he may think fit and proper and the contractor shall recognise, honour and give effect to such authorities in all respect.

15.0 SPECIAL CONDITIONS OF THE CONTRACT

15.1 Scope of work:

Syama Prasad Mookerjee Port intends to purchase 16 nos. Digital 5 Watt VHF Walkie Talkies along with standard and necessary Accessories for the Marine Department with the following specifications:

Sl. No.	Aspect	Specification
1	Frequency Range	136 - 174 Mhz. with 12.5 Khz & 25 Khz. Channel spacing and min. Provision of 10 channels in the Marine Band with Auto Scan, Squelch Setting.
2	Frequency Stability	+ / - 0.5 ppm.
3	Operating Temp. range	-30°C to +60°C
4	Sensitivity (Digital / Analogue)	0.14 uV / 0.16 uV
5	Power Output	High : 5 Watts and Low : 1 Watt
6	Power Supply	i) 7.5 Volt Nominal ii) Battery capacity minimum 2400 mAh.
7	Battery Duration	Minimum 24 hrs. for 3-shift working,
8	IP Ratings	Minimum IP67 or higher
9	SOLAS Compliance	SOLAS Chapter II-2, Regulation 10.10.4
10	Standard Accessories for Walkie Talkies	a. Antenna b. Battery c. Charging Base/Pot d. Charging Adopter
11	Warranty	24 months

- 15.2 The supply of VHF Walkie Talkies are to be completed within 30 days from the date of issuance of work order,
- 15.3 Standard Trustees Force Majeure Clause would be applicable for delay in working beyond the control of the repairer.
- 15.4 Liquidated damage @ ½% per week or part thereof subject to a maximum of 10% of the contract value shall be applicable as per SMP's standard L.D. Clause as stipulated in GCC.

- 15.5 The selected bidder is required to sign an agreement within 7 days of issuance of work order as per the agreement format provided in the GCC.
- 15.6 **Payment shall be made as per the following Terms & Conditions:**
- 97% of the payment will be released after successful installation, commissioning and acceptance of the sets, by SMP, Kolkata, on submission of the complete bill in quadruplicate after completion of supply of VHF Walkie Talkie sets. Balance 3% would be retained as Security Deposit, which would be paid on completion of Warranty period of 24 months from the date of supply. 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 24 months and claim period of further three months is submitted by the contractor along with the bill as accepted by SMP, Kolkata. The entire performance Bank Guarantee will be released after satisfactory completion of two warranty 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. The Engineer and/or the Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally.
- 15.7 Contractor will have to provide a warranty period of 24 months from the date of supply. The supplied equipment and accessories during this period will be SMP, Kolkata's property since handing over to SMP, Kolkata. The equipments including the defective components must be restored within five (5) working days after reporting of fault during warranty period. Failure to restore the sets within specified time, will attract imposition of penalty @1/2 % pro-rata value for every week or part thereof for non functioning of each set, subject to a maximum of 10 % of the total cost.
- 15.8 **A declaration conforming to supply and availability of spares, PCB, accessories etc. for maintenance of the supplied equipment(s) for the warranty period is to be furnished.**
- 15.9 The rate quoted shall be inclusive of all fees, taxes & duties except for GST, as applicable, which shall be paid extra at actual by SMP.
- 15.10 The price would be evaluated on the basis of the grand total of the evaluated cost excluding GST.
- 15.11 The successful bidder/supplier should issue **Destruction Certificate** for the old 16 nos. VHF Walkie Talkie after completion of the supply of 16 nos. new VHF Walkie Talkie against which this tender is made.
(This is in accordance with the Ministry of Communication, DOT, Office Memorandum No. R-11017/04/2017-PP Dated 17/12/2018).

16. Resolution of Disputes:

- a) The 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) The venue for arbitration shall be Kolkata (India).

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.

17. PRICE BID FORMAT

BILL OF QUANTITIES (BOQ)

Sl. No.	Description with number of units	Rate per unit (in Rs.)	Quantity	Total Cost 16 Nos. VHF Walkie Talkie excluding GST.
a.	5 Watt VHF Walkie Talkie (including Standard Accessories) :		16	
GRAND TOTAL = Rs				

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 photo copy 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

(Please fill in with permanent ink)

PROFORMA OF LETTER OF ACCEPTANCE OF THE WORK ORDER

No. _____

Date _____

To
The Director,
Marine Department
Syama Prasad Mookerjee Port, Kolkata

Sub: Supply of 16 nos. digital VHF walkie talkies for Syama Prasad
Mookerjee Port, Kolkata, Marine department

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)**

**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 of 16 nos. digital VHF walkie talkies for Syama Prasad
Mookerjee Port, Kolkata, 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 _____

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 Syama Prasad
 Mookerjee Port, 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 Kolkata Port Trust as per
 the Clause No..... of the Tender
 No.....issued by the Syama
 Prasad Mookerjee Port 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 (A Statutory Body under
 MPT Act. 1963).

2. WHEREAS, the said Syama Prasad Mookerjee Port had asked the 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 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 against all damages and accidents occurring to the Labourers of the Tenderer / Contractor as demanded by the Syama Prasad Mookerjee Port and which shall be legal and/or claimed by the Syama Prasad Mookerjee Port 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 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 the
 -----day 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, 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 as per the clause No. _____ of the Tender vide NIT No. _____ issued by the Syama Prasad Mookerjee Port 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 Director,
Marine Department.
Kolkata Dock System, Syama Prasad Mookerjee Port,
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 (hereinafter referred to as KoPT) 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 in the matter of examination, evaluation and selection of Successful Tenderer and shall refrain from challenging or questioning any decision taken by SMP in this regard. We, further acknowledge the right of SMP 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 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 reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any obligation for such acceptance, rejection or annulment without assigning any reason thereof.

Yours faithfully,

Signature of Tenderer

Name _____

Designation _____

Date _____

Seal:
