



Syama Prasad Mookerjee Port, Kolkata
(erstwhile Kolkata Port Trust))

Hydraulic Study Department

20, Garden Reach Road,

Kolkata -700043

Phone : + 91-33-2409-3031/ 2409-3032

Fax : + 91-33-2409-3036

Website: <https://smpportkolkata.shipping.gov.in/>

WORK TITLE: Tender Notice for “Supply, installation, commissioning of one(1) no High Precision Single Frequency Portable Digital Echounder and one(1) no Differential Global Positioning System (DGPS-MF) with all accessories along with providing Comprehensive Annual Maintenance for seven(7) years after warranty period of one(1) year” at Hydraulic Study Field Organization, Berhampore under Hydraulic Study Department (HSD) of Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata).

E-Tender in two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from eligible, reliable, bona fide & experienced agency/ contractor having supply/ maintenance/ repairing of such type of job and proven track records in the field as per Pre-qualification criteria as stipulated in Tender Document for the above work. Bid Document may be seen from <https://kopt.enivida.in> and website of Syama Prasad Mookerjee Port, Kolkata (erstwhile Kolkata Port Trust) <https://smpportkolkata.shipping.gov.in/>. Corrigendum, Clarifications, Addendum, if any, shall be hoisted on the above mentioned websites only.

Bidders will have to participate in bidding process through <https://kopt.enivida.in> only. The last date of submission of online bids is 02-08-2021. For further details please visit <https://kopt.enivida.in>

(D. Guha)
Chief Hydraulic Engineer

SCHEDULE OF TENDER (SOT)

a. TENDER NO.	HYD/12003.XXII/259	Dt. 12.07.2021
b. MODE OF TENDER	<p>e-Procurement System (Online Part I – Techno-Commercial Bid and Part II – Price Bid) through Enivida portal https://kopt.enivida.in .</p> <p>The intending bidders are required to submit their offer electronically through e-tendering portal. No physical offer (hard copy) is acceptable by SYAMA PRASAD MOOKERJEE PORT, KOLKATA.</p>	
c. Availability of NIT in SMP, Kolkata website	From 12-07-2021 to 02-08-2021 (Upto 17.00 hours)	
d. Offline Pre-Bid Meeting date & Time	<p>The Pre-Bid Meeting will be held on 19-07-2021 at 13:00 hrs. at Hydraulic Study Department, Syama Prasad Mookerjee Port, Kolkata, 20 Garden reach Road, Kolkata – 700 043.</p>	
e. Pre-Bid Meeting closing date & Time	On 19-07-2021 at 14.00 hrs	
f. i) Estimated Cost Of Work	<p>Rs. 23,09,000/- (Rupees Twenty Three Lakh Nine Thousand only) excluding statutory taxes (GST).</p>	
ii) Earnest Money Deposit	<p>The intending bidders should submit bid security declaration as per Form E.</p>	
iii) Cost of Tender	<p>The intending bidders should submit the tender cost of Rs. 590/- (Rupees Five Hundred Ninety Only) including GST (non-refundable) separately to Syama Prasad Mookerjee Port, Kolkata, otherwise their offer will be summarily rejected. Pay Orders (PO) / Demand Drafts (DD) should be drawn in favour of “Syama Prasad Mookerjee Port, Kolkata” on any nationalized/ scheduled bank having branch in Kolkata.</p>	
v) Railtel Tender Processing Fee (Non-refundable) Mode of Payment:- E-payment only through Debit / Credit Card or Net Banking.	<p>Tender Processing Fee – 0.1% of estimated cost (Minimum Rs. 750/- ; Maximum Rs. 7,500/- plus GST) Registration Charge: Rs. 2,000/- plus GST per year</p>	

g. Last date of submission of Bid Document fee at Syama Prasad Mookerjee Port, Kolkata.	02-08-2021 upto 17.00 Hrs at Hydraulic Study Department, Syama Prasad Mookerjee Port, Kolkata (erstwhile Kolkata Port Trust) , 20 Garden Reach Road, Kolkata-700043
h. Date of Starting of online e-tender for submission of Techno-Commercial Bid and Price Bid at Enivida Portal https://kopt.enivida.in	12-07-2021 (From 17.00 hours onwards)
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	02-08-2021 (Up to 17:00 hours)
j. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Date of opening of Part II (i.e. Price Bid) will be informed separately	03-08-2021 (at 12:00 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.

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A. 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 221.

Further, bidders are requested to go through the following information and instructions available on the E-Nivida Portal <https://kopt.enivida.in/> before responding to this e-tender: -

- Bidders Manual Kit, Help for Contractors and FAQ.

B. SMP, Kolkata e-Nivida Special Instruction to Bidders

e-Procurement is the complete process of e-Tendering from publishing of tenders online, inviting online bids , evaluation and award of contract using the system. You may keep a watch of the tenders floated under <https://kopt.enivida.in>. The link of e-procurement portal is also given on our official portal i.e. <https://smpportkolkata.shipping.gov.in/> under TENDER TAB.

These will invite for online Bids. Bidder Enrolment can be done using "**Online Bidder Enrolment**".

The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid.

More information useful for submitting online bids on the e-Nivida Portal may be obtained at: <https://kopt.enivida.in>

C. GUIDELINES FOR REGISTRATION:

1. Bidders are required to enroll on the e-Procurement Portal (<https://kopt.enivida.in/bidderRegistration/newRegistration>) or click on the link "**Bidder Enrolment**" available on the home page of e-tender Portal by paying the Registration fee of Rs.2000/-+Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Capricorn/ nCode / eMudhra etc.), with their profile.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id enividahelpdesk@gmail.com/for activation of account.

D. SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested in, you can pay the Tender fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

E. PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
 2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.
3. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
 4. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click "New" to upload new documents.

F. SUBMISSION OF BIDS

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by SMP Kolkata.
3. Bidder has to select the payment option as "e-payment" to pay the tender fees as applicable and enter details of the instrument.
4. In case of Demand Draft as cost of bid document bidder should prepare the DD as per the instructions specified in the tender document. The DD in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of DD amount in original by the said time, the uploaded

bid will be summarily rejected.

5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the brown Coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
9. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

G. For any clarification in using eNivida Portal:

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact e-Nivida Helpdesk (as given below) for any query related to e-tendering.

Phone No. 011-49606060/8448288985/9355030620/8448288981

Mail id: - enividahelpdesk@gmail.com / ewizardkumar@gmail.com

Railtel Tender Processing Fee (Nonrefundable) 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 Rs2000/- +Applicable GST Per Year

Contact persons (SMP, Kolkata):

1. Shri Pranab Das, Executive Engineer,
Email: pranab.das@kolkataporttrust.gov.in

Contact persons (Enivida Portal): Phone No. **011-49606060/8448288985/9355030620/8448288981** Mail id: - enividahelpdesk@gmail.com / ewizardkumar@gmail.com

H. Instructions for the e-Tender:

- 1.** Tender document can be viewed and downloaded from Syama Prasad Mookerjee Port, Kolkata website <https://smporkolkata.shipping.gov.in/> and Enivida Portal <https://kopt.enivida.in> . The bid is to be submitted online only on <https://kopt.enivida.in> up to last date and time of submission of bids. Sale of hard copy of tender document is not applicable.
- 2.** The tenderer shall upload the scanned copy of the Pay Order / Demand Draft instruments towards the cost of bid documents set as proof of payment towards cost of Bid documents while submitting the tender electronically in the <https://kopt.enivida.in> .
- 3.** The cost of bidding documents shall be submitted in the form of Pay Orders (PO) / Demand Drafts (DD) drawn in favour of “Syama Prasad Mookerjee Port, Kolkata” on any nationalized/ scheduled bank having branch in Kolkata and payable at Kolkata.
- 4.** The Tenderer who is exempted for payment of cost of bidding documents from NSIC/MSME shall submit a copy of Exemption Certificate duly notarized and upload a scanned copy.
- 5.** The Pay Order /Demand Draft instruments for cost of bidding document in original / Notarized Copy of Exemption Certificate as mentioned above shall be forwarded to O/o the Chief Hydraulic Engineer, Hydraulic Study Department (HSD),Syama Prasad Mookerjee Port, Kolkata, 20, Garden Reach Road, Kolkata- 700043, by 02-08-2021 (17.00hrs). Mere uploading of proof of PO/DD towards cost of bid documents in the e-nivida portal and non submission in original to the above mentioned address may lead to technical disqualification of bids.
- 6.** The offer (both Techno-Commercial & Price) must be valid at least 120 days from the last date of online submission of offer; otherwise the offer shall be rejected as non-responsive.
- 7.** The bidders’ queries, if any, will be clarified through Enivida Portal <https://kopt.enivida.in> after completion of the scheduled offline pre-bid meeting as mentioned in the tender document.
- 8.** Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata) has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- 9.** The Employer/Board do not bind themselves to accept the lowest or any tender and to reject any tender without assigning any reason there for.
- 10.** If the offers are not received according to the instructions detailed here above, they shall be liable for rejection.

Commercial Terms & Conditions

SL. NO.	TERMS
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	Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata) has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
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 Special Conditions over the General Conditions of Contract of SMP-K. 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 Chief Hydraulic Engineer, SYAMA PRASAD MOOKERJEE PORT, KOLKATA , thereon shall be final and binding upon all parties.
5	The Trustees also reserve the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders before opening of the price bids.
6	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.
7	The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Kolkata.
8	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.
9	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 e-tender. He may contact the Chief Hydraulic Engineer or his authorized representative at his office at 20, Garden Reach Road, Kolkata -700043 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.

- 10 **VALIDITY :**
The tender shall remain open for acceptance for a period of **120 days** from the date of opening of techno-commercial bid.
- If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Bidder will be blacklisted for three(3) years as specified in the tender document.
- 11 During techno-Commercial Evaluation, i.e. evaluation of Part-I tender, an offer shall be considered non-responsive in case it :-
- (i) It is not accompanied by bid security declaration/valid NSIC Registration Certificate / valid MSME Registration Certificate
 - (ii) It is not accompanied by requisite tender cost /valid NSIC Registration Certificate / valid MSME Registration Certificate
 - (iii) validity of the offer is less than tender stipulation,
 - (iv) does not meet the Qualification Criteria as stipulated in the NIT.
 - (v) the bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely / offer or tender if submitted with any deviation from the tender terms & conditions.
 - (vi) if the tender is conditional.
 - (vii) if all the documents required as per NIT are not uploaded.
- In addition to above, a bidder may be disqualified if —
- a) The bidder provides misleading or false information in the statements and documents submitted.
 - b) Record of unsatisfactory performance during the last seven 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 in completion or financial bankruptcy etc.
- The decision of Syama Prasad Mookerjee Port, Kolkata in this regard shall be final and binding on the Bidder.
- 12 Security deposit: As per Tender document, Annexure –E
- 13 Public Procurement(Preference to Make in India) is applicable as per Order of Govt. of India[No. P-45021/2/2017-PP(BE-II)].
- 14 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' apart from other actions.
- 15 The Bidder shall state clearly his quoted rates both in figure & word.
- 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, in INR only, except **GST** as applicable.
- 18 **EVALUATION CRITERIA:** As per NIT.
- 19 **PAYMENT:** As per NIT
- 20 Location: As per Tender document.

- 21 Time of Completion: As per Tender document.
- 22 JURISDICTION 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 or DIC's(DISTRICT INDUSTRIES CENTRE) Certificate(Relevant category).
- 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 or DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
- 24 EARNEST MONEY : Bid Security Declaration.
- 25 BID DOCUMENT FEE : Rs. 590/- (Rupees Five Hundred Ninety Only) including GST
- 26 E-Tenderers submitted without requisite Bid Document fee are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) for items for which the tender is invited.
- 27 Bid document fee to be submitted physically within last day from the closing of online submission of tender i.e. 02-08-2021 (17.00 hrs) in an envelope marking **Bid document fee** superscribing the e-tender number on the envelope at O/o the Chief Hydraulic Engineer, Hydraulic Study Department (HSD),Syama Prasad Mookerjee Port, Kolkata, 20, Garden Reach Road, Kolkata- 700043

NOTICE INVITING TENDER

E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide & experienced agency with required experience as per Prequalification criteria stipulated in Tender Document for the following work at Syama Prasad Mookerjee Port, Kolkata .

➤ Name of work	:	“Supply, installation of One(1) no “High Precision Single Frequency Portable Digital Echosounder and one(1) no Differential Global Positioning System (DGPS-MF) with all accessories along with providing Comprehensive Annual Maintenance for seven(7) years after warranty period of one(1) year”
Estimated Cost	:	Rs. 23,09,000/- (Rupees Twenty Three Lakh Nine Thousand) only excluding GST.
Period Of Execution	:	30 days from the date of acceptance of work order
Earnest Money	:	Bid Security Declaration as per Form E
Period of Download of E-Tender (Both Days Inclusive)	:	12-07-2021 to 02-08-2021 (UPTO 17:00 HRS.) (Bid document will be available on Syama Prasad Mookerjee Port, Kolkata website https://smpportkolkata.shipping.gov.in/ and Enivida Portal https://kopt.enivida.in .)
Date and Time for pre-bid meeting (offline)	:	The Pre-Bid Meeting will be held on 19-07-2021 at 13:00 hrs at Hydraulic Study Department, Syama Prasad Mookerjee Port, Kolkata) , 20 Garden Reach Road, Kolkata – 700 043. The decision/ amendment/ clarification, if any, made in the pre-bid meeting will be published in the website which will be the integral part of the tender and will be binding to all bidders and contractor.
Last date of submission of online e-tender (Techno-Commercial Bid & Price Bid)	:	02-08-2021 Submission Up to 17:00 hrs.
Cost of Tender Document (Non-refundable)	:	Rs. 590/- (Rupees Five Hundred Ninety Only) including GST
➤ Contact Person / Dealing Officer	:	1. Shri Pranab Das, Executive Engineer, Email: pranab. das@kolkataporttrust.gov.in

Bidders have to participate in bidding process through Enivida Portal <https://kopt.enivida.in> only.

A. Techno-Commercial Bid:

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:

1. The intending bidder must have successfully completed similar works like Installation, commissioning and maintenance of Echosounder, DGPS or any acoustic hydrological survey equipment, during the last 7 (seven) years ending last day of month previous to one in which NIT is invited and the experience should be either of the following:
 - a) 3 (Three) similar satisfactorily completed such type of work costing not less than the amount equal to Rs. 6,92,700.00/- in each occasion or
 - b) 2 (Two) similar satisfactorily completed such type of work costing not less than the amount equal to Rs. 11.54,500.00/- in each occasion, or
 - c) 1 (One) similar satisfactorily completed such type of work costing not less than the amount equal to Rs. 18,47,200.00/-

In regard to this Pre-qualification Criteria, the work for which delivery, commissioning of equipments (like echo-sounder, DGPS or any acoustic hydrological survey equipment) and warranty period has been completed will be considered as completed similar work.

2. Average turnover during the last 3 years ending 31st March of the previous financial years should be at least Rs.6,92,700.00/-(Rupees Six Lakh Ninety Two Thousand Seven Hundred Only).
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 (as applicable) are to be uploaded[self attested and duly stamped legible scan copies to be uploaded]:-**
 - i) Valid Trade Licence / Company Registration Certificate.
 - ii) Credentials in the form of copies of Letters of Award of Works along with corresponding completion Certificates from previous clients to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
 - iii) Last three years balance sheet and profit & loss account in support of Annual Financial turn over (i.e. 2017-2018, 2018-2019 and 2019-2020) and the same should be audited. Auditor/Chartered Accountant's certificate with their UDIN should be submitted as per relevant norms wherever required.
 - iv) Addendum/ Corrigendum/ Notice/ Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.
 - v) Self Certified copies of PAN Card.
 - vi) Bid Security Declaration as per **Form E**.
 - vii) Original Bank Draft / Banker's Cheque/Pay order in favour of "**Syama Prasad Mookerjee Port,Kolkata**" for Rs. 590/-(**including GST**) as cost of **Tender Document** as stated earlier physically in the earmarked box at the office of the Chief Hydraulic Engineer at 20, Garden Reach

Road, Kolkata-70043 within last date of submission of the bid. A photocopy of the same also to be uploaded in their offer in the eNivida Portal.

- viii) Copy of NSIC/MSME document(s)[Relevant Category for the NIT], if applicable, for exemption of submission of cost of Tender Document.
 - ix) Undertaking stating that “ I/ We do hereby declare that I/ We have fully read and understood the entire Tender document, GCC and Addenda/ Corrigendum, if any, downloaded from the instant e-tender (and no other source), and will comply to the said document, GCC and Addenda/ Corrigendum, if any”
 - x) Goods and Service Tax (GST) Registration Certificate.
 - xi) Form A,C,D,E duly filled up.
 - xii) Certificate from respective OEM stating that no malicious content exists in the hard ware, software along with certificate to the effect that the offered system is not end of life (EOL) system.
 - xiii) Declaration 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.
 - xiv) 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.
 - xv) 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) that the bidder 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 Echosounder, DGPS and other accessories for a period of EIGHT years in totality.

B. SCOPE OF WORK:

Chief Hydraulic Engineer, Hydraulic Study Department, Syama Prasad Mookerjee Port, Kolkata intends to receive offers for Supply, Installation of One(1) no High Precision Single Frequency Portable Digital Echosounder and One(1) no. DGPS set complying the tendered specification with all accessories for conducting Hydrographic Survey in river Bhagirathi – Hooghly under Hydraulic Study Field Organization, Berhampore . The proposed work will include but not restrict to the following: -

1. Site investigation.
2. Supply, installation and commissioning of One(1) no “High Precision Single Frequency Portable Digital Echosounder with all accessories”.
3. Supply, installation and commissioning of One(1) no “Differential Global Positioning(DGPS-MF) System with all accessories”.
4. To provide Comprehensive warranty for one year (12 months) including supply of spares and consumables for the warranty period for the Echosounder and DGPS.
5. To provide Comprehensive Annual Maintenance Contract (CAMC) including supply of spares and consumables for period of 7 years after the successful completion of warranty period of 12 months for the Echosounder and DGPS.
6. To provide training to SMP, Kolkata staff for Two (2) days on operation of the equipment at HSFO Berhampore.
7. The Echo Sounder and DGPS sets, required to be supplied, should be capable of Hydrographic Survey in the Swallow Water of Bhagirathi River smoothly.

8. The digital hydrographic Echosounder and DGPS set are to be supplied, as per specification mentioned below:

(a). SPECIFICATION OF DIGITAL HYDROGRAPHIC ECHOSOUNDER:

1	Transducer Frequency	From 190 to 210 KHz
2.	Depth Range	0.5 mtrs. to 40 mtrs.
3.	Measurement Accuracy	(1 cm \pm 0.1% of Depth) OR (Depth Range 0-40 m ; Permissible error 2.5 cm)
4.	Resolution	1 cm
5.	Phasing	Automatic/ Manual Change of scale.
6.	Digital Display	Should be capable of displaying every centimeter of depth. Digital Display /Operating Control features can be shown in laptop with requisite software if integrated digital display is not available with the quoted model of Echosounder , in such case one DC (12 V) to AC (200V-240V) converter is to supplied with the laptop computer and these will be part of accessories of Echosounder.
7.	Unit of Measurement/display	Meters.
8.	Operating Control	Provision should be available to change the settings for the following: <ul style="list-style-type: none"> • Draft, Sound Velocity inputs. • Gate limits
9.	Calibration	Bar checking facility should be provided for calibration.
10.	Interfaces	Data protocol as per NMEA standard. Output should be provided as interfaceable to USB Port for survey use with software like Hypack etc.
11.	Software	Necessary window based software for E-chart display and data -logging is to be provided.
12.	Input power supply	Equipment should be capable of working in both with 10 - 30 volt DC (standard) as well as AC supply of 230 volt \pm 0.1%. Reverse polarity and over voltage protection required.
13.	Operating Temperature	0-50° (workable in marine environment).
14.	Sound Velocity Range	1400 – 1600 m/s
15.	Physical Dimension and weight	Should be portable, splash proof and come with a rugged carry-on-case.
16.	Transducer housing	High quality marine grade (316 grade or better) stainless steel over the side stem mount with extension steel pipe of 2 mtrs length. The connecting cable between transducer and the onboard processor unit should go through the connecting pipe and so there should be no gap between the transducer housing and the connecting mounting pipe. Housing of echosounder must be compatible for surveying by motorized country boat(draught 0.3m) and launch. Proper housing of transducer to be provided accordingly.
17.	Accessories	All accessories for the operation of the Echo-Sounder including interface/power cable and side mounting brackets/fittings for mounting the transducer etc. should be

		supplied. The transducer cable length should be minimum 10 meters. Data I/O plug kit must be supplied along with the Echo-Sounder.
18.	1 Port RS 232 USB-to-serial converter	Make: Moxa; Model: UPort 1110 or better; Quantity: Four (4) no's also to be supplied extra.

(b). SPECIFICATION OF DIFFERENTIAL GLOBAL POSITIONING SYSTEM:

1.	No. of Channels	Minimum 12 Channel,
2.	Satellites tracking	L1 GNSS [GPS/IRNSS/GLONASS/ Galileo]
3.	Differential Signal tracking	DGLL MF correction signal (283.5 to 325 KHz) In case of multiple MF correction signal reception, provision should be available for automatic selection and user selection.
4.	Cold Start	2 min.
5.	Display	Lat/Long format in deg/min/sec
6.	Inbuilt Display Size	Min 5cm x 2cm
7.	Operating Temperature	- 0° C to + 55° C
8.	Accuracy	Less than 1 meter.
9.	Interface	RS232/RS422(At least one) & USB Port, 1PPS, Optional: Bluetooth.
10.	Data Output	NMEA 0183, 1PPS
11.	Antenna	Single Antenna for GPS & MF signal reception
12.	Cable	Antenna Cable: 10 meter. Power Cable: 3 meter approx.
13.	Input Power	12V DC & 220 AC (Compatible with both power sources) & over voltage protection required. Provision of internal battery (optional) in the event of external power source failure is preferred.
14.	Baud Rate:	1200 bps or above.
15.	Construction	Robust, Rugged, Splash Proof, Water Proof, IP67 compliant.
16.	Accessories	i. All accessories for the operation of the DGPS including interface & power cable, pipe/brackets/fittings for mounting the antenna should be supplied. ii. Rugged Carry Case. iii. Antenna of the DGPS to be mounted on Echo Sounder Transducer Pole. iv. The DGP system receiver should be able to interface with standard hydrographic software (like Hypack).

N.B : Any other additional feature available with the model for better performance of the Echosounder and DGPS will be accepted.

C. GENERAL CONDITIONS OF THE CONTRACT: This Tender document framed basis on General Condition of Contract and General Financial Rules and it's all up to date amendments. General Conditions of Contract (GCC), which is available in SMP, Kolkata's website for download, will form an integral part of this tender document. The tenderer shall examine carefully the General Conditions of Contract. Tender for the above work should be submitted in accordance with the Bill of Quantities as specified in the Part-II of the e- tender and in accordance

with the Special Conditions of Contract & General Conditions of the Contract. The Special Condition of Contract will prevail over and above the General Conditions of Contract. Only those Clauses, Forms or Formats of the aforesaid GCC, which are not covered anywhere in this Tender Document, shall be applicable.

D. Bid Security Declaration & Cost of Tender Document: Bidders are required to submit Bid Security Declaration (as per Form E). Bidders are required to submit Rs. 590.00(including GST) (non refundable) towards cost of tender documents fees by Demand Draft / Banker's Cheque / Pay Order to "Syama Prasad Mookerjee Port, Kolkata" and payable at Kolkata.

Exemption: NSIC, Small and Micro and Small Enterprises (MSME) registered firms (relevant category) are exempted from depositing cost of Tender Document Fees. Documentary evidence must be submitted in cover-I of their offer for claim of such exemption, otherwise their offers will be rejected.

E. CLARIFICATION OF BIDS:

To assist in the examination and comparison of Tenders, the SMP-K may, at his discretion, ask any Tenderer for clarification of his Tender, including breakup/analysis of unit rates to evaluate price bids of all the participating bidders on a common platform. The request for clarification and the response shall be in writing, but no change in the price or substance of the Tender shall be sought, offered, or permitted. No Tenderer shall contact the SMP-K personnel on any matter relating to his Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the SMP-K, he should do so in writing. Any effort by the Tenderer to influence the SMP-K's Tender evaluation, Tender comparison or contract award decisions, may result in the rejection of his Tender. Verification of original documents of L1 bidder who has been found acceptable techno- commercially shall be done by Syama Prasad Mookerjee Port, Kolkata before recommending the offer for acceptance.

F. Price Bid & Bid Evaluation:

1. Price Quote by the Bidder: The rates to be quoted by the bidders will have to be entered separately as per proforma of BOQ in .xls format in the allotted slot for the e-Tender in prescribed portal: <http://kopt.enivida.in/>. The bidder is required to quote on the following account separately as mention in the BOQ:

- i)** The cost of supply of "one(1) no. Single Frequency Digital Echo Sounder with all the accessories as per scope of work with one(1) year of comprehensive warranty" inclusive all taxes, duty etc. except GST [GST will be paid extra at per actual].
- ii)** The cost of supply of "one(1) no. Differential Global Positioning System(DGPS-MF) with all the accessories as per scope of work with one(1) year of comprehensive warranty" inclusive all taxes, duty etc. except GST [GST will be paid extra at per actual].
- iii)** The cost of Annual Maintenance contract of Seven(7) years with year wise break up after completion of comprehensive Warranty of One(1) year for the Echo Sounder and all its accessories inclusive of all except GST.

iv) The cost of Annual Maintenance contract of Seven(7) years with year wise break up after completion of comprehensive Warranty of One(1) year for the DGPS-MF and all its accessories inclusive of all except GST.

v) Cost of Installation, Training for 2 days(if any).

2. Currency of Quotation: The bidder shall require to quote only in INR in BOQ attached in .xls format.

3. Bid Evaluation: For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose. The bid submitted through Enivida Portal <http://kopt.enivida.in/> mode only will be taken up for the evaluation purpose.

Techno-Commercially qualified bidders are required to demonstrate the quoted model of Echo Sounder & DGPS with all other accessories in the Bhagirathi River and Jalangi River at Nabadwip, Nadia, West Bengal 741315 at their risk, responsibilities and costs before opening of Price offer as per date fixed by SMP, Kolkata. During demonstration functionalities of the equipments to be supplied for smoothly carrying out the hydrographic survey in the river Bhagirathi & Jalangi will be checked. The date will be intimated at least fifteen calendar days prior to the date of demonstration through email only for which the bidders are required to mention valid email id(s) in Form A. SMP, Kolkata will only provide the launch/ vessel and power supply as the case may be on a pre-fixed date. No extension/ deferment of the date will be entertained. Failure to give demonstration on a pre-fixed date may lead to technical disqualification of bid. Successful demonstration will be the part of Techno-Commercial Qualification.

Only successfully techno-commercially qualified bidders financial bid will be opened and evaluated. The overall lowest financial bid of the bidder as per the BOQ will be awarded the contract subject to the fulfillment of others terms & condition.

G. Security Deposit: After the issuance of Letter of Intent / Work Order, Security Deposit shall be submitted within 30 (thirty) working days by the successful bidder. The successful bidder shall commence the work (covered in the Bid Document) as per the said work order. Successful bidder will submit Security Deposit for a sum equivalent to 3%(three) of the total evaluated price of the tender for “Supply, installation, commissioning of one(1) no High Precision Single Frequency Portable Digital Echosounder and one(1) no Differential Global Positioning System (DGPS-MF) with all accessories along with providing Comprehensive Annual Maintenance for seven(7) years after warranty period of one(1) year” and as accepted by SMP, Kolkata in Demand Draft or in the form of Bank Guarantee as per the enclosed format[Annexure E] in favour of ‘Syama Prasad Mookerjee Port, Kolkata’ from a National / Scheduled Indian Bank with office at Kolkata. In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court. The BG shall remain valid for 3 months after the expiry of the contract of eight(8) years in total. In case of extension of CAMC contract after expiry of Eight(8) years contract, bidder will be asked to extend the Bank Guarantee by the period of extension. The Security Deposit will be released after expiry of the contract.

SMP, Kolkata shall encash the BG in the event the contractor fails to carry out the work at the order of Engineer or his authorized representative, or when the contractor has defaulted for more than 30

days or when any amount is to be recovered from the Contractor as penalty or deduction and the contractor fails to remit such amount within 30 days after due notice given in this regard.

The Chief Hydraulic Engineer shall have the right to ask for the extension of the above BG till such time the Contractual obligations are fulfilled and the Contractor will be duty bound to extend the same as asked by Chief Hydraulic Engineer.

H. Other Instructions to Tenderer:

1. Details of the technical personnel with qualification who will undertake the CAMC is to be provided as per the proforma [Form C] on page 27 along with the tender/offer. Any change in this during the contract period is to be informed to SMP, Kolkata time to time.
2. At any time prior to the deadline for submission of tenders, the Chief Hydraulic Engineer may for any reason, whether at its own initiative, or in response to a clarification required by a prospective Tenderer, modify the Tender Documents. The amendment shall be part of the Tender Documents.
3. A pre-bid meeting with prospective bidders will be held at the office of the Chief Hydraulic Engineer, Syama Prasad Mookerjee Port, Kolkata, 20 Garden Reach Road, Kolkata-700043, at 13:00 hrs to 14:00 hrs on 19.07.2021. The bidders or his authorised representative may attend the pre bid meeting for any clarification etc.
4. The last date of submission of tender will not be extended under any situation.
5. Evaluation will be made as per Bid Evaluation clause [Clause No. F] & Bill of Quantities of price bid of the successfully techno-commercially qualified bidders.
6. 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.
7. Syama Prasad Mookerjee Port, Kolkata is not bound to accept the lowest offer and reserve the right to accept any or reject bid without any reason thereof.
8. The L1 bidder who will be found acceptable techno-commercially will be asked for presenting the original of the submitted / uploaded documents for verification. The bidder must comply it otherwise their bid may be rejected.

I. Special Conditions of Contract:

1. 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, 1963.
- (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 Hydraulic Engineer of the Syama Prasad Mookerjee Port, Kolkata.

- (d) 'Engineer's Representatives' means the Deputy Chief Hydraulic Engineer/Commander /Dy. Director/ Executive Engineer/ Senior Scientific Officer of the Syama Prasad Mookerjee Port, Kolkata or any other person or persons to whom the Chief Hydraulic Engineer 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.

2. 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 Hydraulic Engineer 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 Hydraulic Engineer.

3. 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.

4. 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.

5. Use of Contract Documents and Information

5.1 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.

5.2 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.

5.3 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.

6. Country of Origin

6.1 If any component of the work is to be obtained from abroad, the Contractor shall indicate clearly the Country of Origin.

6.2. The Contractor shall arrange all clearances and organize actual import. Syama Prasad Mookerjee Port, Kolkata may provide only an essentiality certificate.

7. Insurance

7.1 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 Single Frequency Portable Digital Echosounder & Differential Global Positioning System and all accessories in the manner specified in the conditions of contract. The claim against Insurance Company, if any, is to be settled by the Contractors.

7.2 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.

8. Preventive Maintenance & Documentation:

Preventative maintenance for smooth operation i.e. at least one preventive check in every 3 months needs to be undertaken by the successful bidder . Operational manual for the quoted model of Echosounder and DGPS is to be provided.

9. Place of Delivery :

Hydraulic Study Field Organisation (HSFO), 3 Netaji Subash Road, P.O. Berhampore, Dist: Murshidabad -742101, West Bengal.

10. On site Assistance & Training:

On site assistance during entire contract period of Warranty and Comprehensive Annual Maintenance 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 HSFO office in Berhampore Dist: Murshidabad -742101.

11. Place of CAMC: All repair and CAMC work of the instrument(s) and all accessories are to be provided at the office of Hydraulic Study Field Organisation(HSFO), 3, Netaji Subhas Road, Berhampore, Murshidabad, West Bengal-742101. All the cost arisen for the transportation of technical personnel to HSFO, Berhampore for repair purpose or sending the Instrument(s) to their laboratory(if required) to be borne by the contractor. SMP-Kolkata will not pay on this account.

12. 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).

13. Warranty Period:

Contractor will have to provide a warranty period of one (1) year from date of acceptance by SMP-Kolkata, followed by Comprehensive Annual Maintenance Contract (CAMC) of seven (7) years for the supplied equipments with accessories. 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/accessories must be restored/replaced 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 % prorated value for every week or part thereof for non functioning of each set subject to a maximum of 10% of the total cost. Penalty amount will be deducted from the Security Deposit as mentioned in clause No.14 below OR any subsequent bill during CAMC period.

14. Payment terms:

100% payment (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 submission of Security Deposit as per clause no G(Security Deposit). The cost of obtaining Security Deposit 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 bills 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.

SMP, Kolkata shall encash the Security Deposits in the event the contractor fails to carry out the work at the order of Engineer or his authorized representative, or when the contractor has defaulted for more than 30 days or when any amount is to be recovered from the Contractor as penalty or deduction and the contractor fails to remit such amount within 30 days after due notice given in this regard.

After successful completion of one year of warranty period, CAMC cost will be paid on half yearly completion of the CAMC on prorated 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 Hydraulic Engineer, Hydraulic Study Department, 20, Garden Reach Road, Kolkata -700043 giving details of Bank Particulars for payment viz. (i) name of bank (ii) branch name (iii) branch code(IFSC Code), (iv) designated account number etc required for on account payment. Installation certificate/ Satisfactory performance certificate issued by HSFO, Berhampore is to be submitted with each bill.

15. Time of Completion :

The installation and commissioning of Single Frequency Portable Digital Echosounder and Differential Global Positioning System and all the accessories 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.

16. Comprehensive Annual Maintenance:

The contractor is required to enter into an agreement with SMP, Kolkata for the Comprehensive Annual Maintenance of the Single Frequency Portable Digital Echosounder and Differential Global Positioning System and all the accessories on a turn key basis for a period of at least seven (7) years after warranty period of one(1) 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 @1/2 % of prorated 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.

Yearly CAMC payment would be paid half yearly basis i.e. after satisfactory completion of the every six month period. If Laptop/ Tablet with requisite software is provided for Digital Display / Operating Control features of Echosounder, the said Laptop/ Tablet is to be replaced with new device at the start of 5th year of CAMC or earlier in case of non-availability of spares.

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.

17. Agreement :-

The successful bidder shall submit FORM OF AGREEMENT [as in General Conditions of Contract (GCC) of SMP, Kolkata] [Annexure D] in a non-judicial stamp paper of appropriate value, within 15(fifteen) working days from acceptance of the Work Order. The cost of stamped Agreement must be borne by the successful Bidder. If the selected bidder withdraws his bid or fails to enter into the agreement, his order shall be liable to be cancelled and the bidder will be banned for three years.

18. Extension of Contract:

The contract for the subject work is valid for eight years from the date of commencement of work by the successful tenderer. The tenure of the contract may be extended after satisfactory completion of eight years of the contract.

19. 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.

20. 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.

21. Taxes, Duties:

The prices quoted, in INR only, shall be including all statutory Taxes, levies, duties etc. excluding GST which will be paid extra at per actual.

- Supplier/ Service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- 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.

- 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.
- Supplementary invoices/ Debit note/ Credit note for price revisions to enable Syama Prasad Mookerjee Port, Kolkata to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial year.
- 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.
- 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.

22. Disparity in quoted rate/ amount:

- a) A full priced Bill of Quantities (BOQ) duly totalled shall be submitted with the tender. A price shall be inserted against each item of the Bill of Quantities and these pieces 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.
- b) 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 therein and the rates and prices set against them, by the tenderer, calculation for the total amount will be made on the basis of Sum of the Unit Rates Prices as per BOQ. 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.

Form - A

1. Name of the Contractor/Company:
2. Address of the Registered Office of the Contractor/Company:
3. Name and Designation of the Authorised signatory:
4. Office phone number of the Authorised Signatory:
5. Office fax number of the Authorised signatory:
6. E-mail of the Authorised signatory:
7. PAN Card Number of the Contractor (please attach photocopy of the both sides of the PAN Card):
8. Goods and Service Tax Registration Number (please attach GST Registration certificate).
9. 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:

Authorised Signatory
(Company Seal)

FORM – B

(Please fill in with permanent ink)

PROFORMA OF LETTER OF ACCEPTANCE OF THE WORK ORDER

No. _____

Date _____

To,
The Chief Hydraulic Engineer
Hydraulic Study Department
Syama Prasad Mookerjee Port, Kolkata
20, Garden Reach Road. Kolkata-700043.

Sub: Letter of acceptance of the work titled “Supply, installation, commissioning of one(1) no “High Precision Single Frequency Portable Digital Echosounder and one(1) no Differential Global Positioning System (DGPS-MF) with all accessories along with providing Comprehensive Annual Maintenance for seven(7) years after warranty period of one(1) year”

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,

Authorised Signatory
(Company Seal)

FORM – C

Key Technical Personnel for the Execution of the Project (Warranty + CAMC)

Sl. No.	Name	Qualification	Experience	Designation	Relevant Experience

Tenderer's Signature: -----

Name: -----

Address: -----

Place: -----

Date: -----

FORM – D

Covering letter

Ref. No.

Dated:

The Chief Hydraulic Engineer
Hydraulic Study Department
Syama Prasad Mookerjee Port, Kolkata
20, Garden Reach Road, Kolkata-700043

Dear Sir,

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

Name:

Designation:

Date:

Seal:

FORM – E

Bid Security Declaration

The Chief Hydraulic Engineer
Hydraulic Study Department
Syama Prasad Mookerjee Port, Kolkata
20, Garden Reach Road, Kolkata-700043

Ref No. NIT No. Hyd/12003.XXII/259 Dated.12/07/2021

Sir,

I/We do hereby declare that I/We shall not withdraw or modify bids during period of validity etc. , In case any withdrawal or modification of the bid is done during the validity period, I/We will be suspended for three(3) years from participation to any tender.

Signature with office seal.

THE BOARD OF TRUSTEES FOR THE PORT KOLKATA

FORM OF AGREEMENT

THIS AGREEMENT made this Day of2021 between the Board of Trustees for Syama Prasad Mookerjee Port of Kolkata, a body corporate constituted by the Major Port Trust Act, 1963 (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 (hereinafter called “the Contractor, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives or successors in office) of the other part. WHEREAS the Trustees are desirous that certain Works should be executed/ constructed, viz..... and have accepted a Tender/offer by the Contractor for the construction, completion and maintenance of such works NOW THIS AGREEMENT WITNESSTH as follows :

1. In this Agreement works and expressions shall have the same meanings as are respectively assigned to them in General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.
 - (a) The said Tender/offer & the acceptance of tender /offer.
 - (b) The General Conditions of Contract.
 - (c) Special Conditions of Contract (if any).
 - (d) The Conditions of Tender.
 - (e) The Specification.
 - (f) The Bill of Quantities.
 - (g) The Trustees’ Schedule of Rates and Price (if any)
 - (h) All correspondence by which the contract is added, amended, varied or modified in any way by mutual consent.
 - (i) The Work Order No. Hyd/12003.XXII/ *** dt **/**/2021
 - (j) The Terms of Payment
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 Trustees hereby covenants 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 first above written.

The Seal of

.....
.....
.....

was hereunto affixed in the presence of :

Name

:.....

Address:

.....
.....
.....

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 :

.....
.....

(PERFORMANCE BOND)

(AVAILABLE IN GCC)

(In lieu of Cash Security Deposit)

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

To

The Board of Trustees
for the Syama Prasad
Mookerjee Port,
Kolkata.

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

Name of Issuing Bank.....

Name of Branch.....

Address.....

In consideration of the Board of Trustees of the Syama Prasad Mookerjee Port, Kolkata, a Body Corporate, duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt..... a Proprietary / Partnership / Limited / Registered Company, having its Registered office at(herein after referred to as the “Contractor”) from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' progressive bills under the terms and conditions of a

contract made between the Trustees and the Contractor

for..... (write the name of the work as per Work Order) in terms of

.....
.....

the Letter of Intent

No..... dated _____ (hereinafter referred to as the 'Contract'), for the due fulfillment by the contractor of all the terms and conditions contained in the said contract, on submission of A Bank Guarantee for (Rs), we.....Bank.....Branch..... ,

do, on the advice of the contractor hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs.....(Rupees.....).

We,..... Bank
.....Br
anch,

further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We ,.....

Bank.....Branch, shall have no right to decline to cash the same for any reason

whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Syama Prasad Mookerjee Port, Kolkata" without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us

..... (Name of Bank)..... Branch, to decline

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

2. We..... Bank..... Branch, further agree that a mere demand by the Trustees at any time and in the manner aforesaid is sufficient for us.....

Bank.....Branch, to pay the amount covered by this Bank Guarantee in full and in

the manner aforesaid and within the time aforesaid without reference to the contractor and no protest by the contractor, made either directly or indirectly or through Court, can be valid ground for us..... Bank..... Branch, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. We Bank..... Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/ or discharged in full and/ or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged

the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of.....days of2021 and subject also to the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 12 (twelve) calendar months from the expiry of the aforesaid validity period up to or any extension thereof

made by us.....Bank.....Branch, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

4. We..... Bank..... Branch, further agree that,without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said contract to extend the time for full performance of the said contract including fulfilling all obligations under the said contract or to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the contractor and to forebear or enforce any of terms and conditions relating to the said contract and we..... Bank Branch shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any forbearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such matter of thing of whatsoever nature, which under the law relating to sureties would, but for this provision have effect of so relieving usBank Branch.

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

SIGNATURE.....

NAME.....

DESIGNATION.....

(Duly constituted attorney for and

on behalf of)

BANK.....

.....

BRANCH..... (OFFICIAL SEAL OF THE BANK)

SYAMA PRASAD MOOKERJEE PORT, KOLKATA**Hydraulic Study Department****BILL OF QUANTITIES (BOQ)**

E-TENDER FOR “Supply, installation, commissioning of one(1) no High Precision Single Frequency Portable Digital Echosounder and one(1) no Differential Global Positioning System (DGPS-MF) with all accessories along with providing Comprehensive Annual Maintenance for seven(7) years after warranty period of one(1) year”

NIT NO. : Hyd/12003.XXII/259

Dated: 12/07/2021

Table A

Sl. No	Description	INR (Inclusive of all Taxes & Duties etc.) except GST		
1.	Supply, Installation and Commissioning of one(1) no. Single Frequency Digital Echo Sounder for the quoted model with all accessories.			
2.	Supply, Installation and Commissioning of one(1) no. Differential Global Positioning System for the quoted model with all accessories.			
3.	Cost of Installation, Training for 2 days (if any)			
4.	Comprehensive Annual Maintenance Contract for Seven (7) years with year wise break up , after one year free warranty period for the Echo Sounder and DGPS and all others accessories.	Year	Echo Sounder(A)	DGPS(B)
		1 st yr :		
		2 nd yr:		
		3 rd yr		
		4 th yr		
		5 th yr.		
		6 th yr.		
		7 th yr.		
		Total:		
Total (A+B)				
5.	Total Cost [1+2+3+4]			

Note:-

1. The above rates will include all taxes and duties except Goods and Service Tax (GST) and no change (except for GST) will be entertained during the contractual period.
2. Evaluation will be made on the basis of Overall Lowest Total Cost as per the BOQ above[SI No. 5].
3. GST , if applicable, will be paid extra, at per actuals.
4. The Annexure-F is only for the purposed 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.