



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

**KOLKATA DOCK SYSTEM
MARINE DEPARTMENT**

Chief Hydrographer Section 15, Strand Road, Kolkata-700

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Email:

dychydro@kolkataporttrust.gov.in

Website: [https:// smportkolkata.shipping.gov.in](https://smportkolkata.shipping.gov.in)

TENDER FOR

**SUPPLY AND OPERATION OF 1 NO. 6-7 KVA, 220 VOLTS, A.C, DIESEL GENERATOR
AND OFF LOADING THE JOB OF LIGHT ATTENDANT (ELECTRICIAN) AT HUGLI
POINT STATION, NURPUR FOR A PERIOD OF THREE YEARS**

OF

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

TENDER NO. MRN/CH/DRW/167/21

ISSUED BY :

**DIRECTOR, MARINE DEPARTMENT
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
15, STRAND ROAD, KOLKATA - 700001**

Tender Fee: ₹590/- (Including @18% GST)

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NOTICE INVITING TENDER**TENDERNO.:-MRN/CH/DRW/167/21****Dated :27th July 2021**

E-Tender under single stage two part (Techno-Commercial Bid and Price Bid) are invited from reputed, bonafide owners and suppliers having sufficient experience and resources for supply, operation and maintenance of 1 no. 6-7 KVA, 220V AC, Diesel Generator and one Licensed electrician from a single contractor who meets pre-qualification criteria laid out in the Tender Document.

Bid Document can be seen from:

- a) SMP,KOLKATA website: (<https://smportkolkata.shipping.gov.in>). or
- b) EnividaPortal :<https://kopt.enivida.in>.

Amendment,Corrigenda or Clarifications, if any, shall be hoisted on the above mentioned websites only.

Estimated value of the work: Rs.14,47,563/- for 3 years.

SCHEDULE OF TENDER (SOT)

Tender No.	MRN/CH/DRW/167/21 dated 27.07.2021
Tender Issuing Authority	Director, Marine Department Syama Prasad Mookerjee Port, Kolkata, 15, Strand Road, Kolkata-700001, Phone: 033-2230-3214, 2231-3271 7101-2375 7101-2016 Fax No: 033-2231-3271 E-mail: calport@kolkataporttrust.gov.in , dmd@kolkataporttrust.gov.in Website: https://smportkolkata.shipping.gov.in
Mode Of Tender	e-Procurement System (Online single stage, two part Techno-Commercial Bid and Price Bid) through Enivida Portal https://kopt.enivida.in The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender will be accepted.
Estimated value of Tender	Rs.14,47,563/-(Rupees Fourteen Lakh Forty Seven Thousand Five hundred Sixty Three only) for three years
Date of NIT available in SMP,Kolkata website & Enivida Portal to parties to download	From 28.07.2021 to 24.08.2021(Up to 1600 hours.)
Date, time & place of <u>Pre-Bid Meeting</u>	No pre-bid meeting will be held, however any queries of the bidders, is to be emailed to the Chief Hydrographer(I/C) for clarification (email address:dychydro@kolkataporttrust.gov.in) latest by 03.08.2021.
i) Earnest Money Deposit	Bidders are not required to submit Earnest Money Deposit(EMD). Instead, they will need to submit a 'Bid Security Declaration' as per Annexure – X.
ii) Tender Fee	The intending bidders should submit the non-refundable Tender Fee through Banker's cheque or Pay Order or Demand Draft from any of the Nationalized / Scheduled Banks in India having branch in Kolkata drawn in favour of "Syama Prasad Mookerjee Port, kolkata" payable at Kolkata an amount of Rs. 590/- (Rupees Five Hundred Ninety only) including 18% GST as the cost towards tender document , otherwise their offer will be summarily rejected. The original Banker's Cheque or Pay Order or Demand Draft shall be submitted within 3 days from the closing of online submission of tender.

i) Railtel Tender Processing Fee: (Non-refundable) Mode of Payment: E-payment only through Debit/Credit card or Net Banking.	TPF- 0.1% of estimated cost (Minimum ₹750/- - Maximum ₹7500/-) + GST Registration Charges ₹2000/- +applicable GST per year
Last date of submission of Tender Document Fee	26.08.2021. up to 1600 hrs at Marine Department, SMP Kolkata, 15 Strand Road , Kolkata-700001.
Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and Price Bid.	28.07.2021(From 1700 hours onwards)
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	24.08.2021(Up to 1600 hrs.)
Date and time of opening of bids (Both Techno-Commercial Bid & Price Bid).	25.08.2021(11.30 hours.) In case of General strike / Bandh or unprecedented cease work, the time of opening of the bids will be automatically extended to 15:00 hours of the next working day of SMP, Kolkata

Tender No.:- MRN/CH/DRW/167/21

Annexure - A

IMPORTANT INSTRUCTIONS FOR E-TENDERERS

Bidders are requested to read the terms & conditions of this tender before submitting their online tender.

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

1. Process of E-tender :

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

Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet: The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet.

Contact person (SMP, Kolkata): Capt. C. Panja – Chief Hydrographer(I/C)

(Email: chinmoy.panja@kolkataporttrust.gov.in)

Mobile: 9836298675)

Capt. D.K.Biswas.Commander,Hugli Point Station.

(Email: dkbiswas@kolkataporttrust.gov.in)

Mobile: 9433284519

Contact persons (Enivida Portal): Phone No.7278929467/ 8448288981/
8448288985/9355030620

Mail id: enividahelpdesk@gmail.com/

ewizardkumar@gmail.com/

ewizardsaikat.pal@gmail.com

System Requirement:

- Windows 7 or above Operating System
- I.E. - 8 and above Internet browser.
- Signing type digital signature

2. Both the Techno-commercial Bid and Price Bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bids.

3. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

4.E-tender cannot be accessed after the due date and time mentioned in NIT.

5. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.

6. No deviation to the technical and commercial terms & conditions are allowed.

7. Bidders should have fully read and understood the entire Tender Document, Corrigenda and Addenda, if any, and GCC, downloaded from the given websites under the instant e-tender and no other source, and should comply with the said documents without any deviations. **A declaration in this regard is to be made by the bidder (Annexure – XI).**

8. Necessary addenda / corrigenda (if any) of the tender would only be hoisted in the e- Enivida Portal.

ANNEXURE – B**Commercial Terms & Conditions**

1. Mere participation in the tendering process 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 as detailed in this document.
2. Due date of submission of tender will not be extended under any conditions.
3. Copy of valid NSIC Certificate or MSME Certificate under MSME Development Act has to be submitted along with the bid.
4. The Terms and Conditions of 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.
5. The several documents forming the Contract shall be taken as mutually explanatory to one another and in case of any discrepancies, the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract of SMP, Kolkata. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Director, Marine Department, SMP, Kolkata, thereon shall be final and binding upon all parties.
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 Calcutta High Court.
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 get themselves thoroughly familiarized with the site conditions etc. before submission of the tender. 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 **6 months (One hundred and Eighty days)** from the date of opening of the price bids. If the bidder amends his quoted rates or tender before expiry of this validity period, making them unacceptable to the Trustees and / or withdraws / modifies his tender, they will be suspended for three years from participation in any tender as per the Bid Security Declaration (Annexure – X) given by the bidder.
11. During Techno-commercial Evaluation, an offer shall be considered non-responsive in case:
 - It is not accompanied by duly filled-in Bid Security Declaration / valid NSIC Registration Certificate / MSME Registration Certificate;
 - It is not accompanied by requisite tender paper cost;
 - The validity of the offer is less than tender stipulation;
 - It does not meet the Pre-Qualification Criteria as stipulated in the NIT;

- The bidder submits conditional offer / imposes own terms and conditions / does not accept tender conditions completely / offer or tender is submitted with any deviation from the tender terms & conditions.
- If all the documents required, as per NIT, are not submitted.

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

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

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

12. **Security deposit:** Successful bidder will submit Security Deposit for a sum equivalent to **3% of the total evaluated value as per price bid** of the tender, as accepted by SMP, Kolkata, through a Demand Draft or in the form of Bank Guarantee as per the format provided (Annexure – II) in favour of **Syama Prasad Mookerjee Port, Kolkata** from a National / Scheduled Indian Bank with branch 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 Calcutta High Court. In case of Bank Guarantee, the same shall remain valid for **3 months** after the final expiry of the contract. **The Security Deposit will be released within 60 days after successful completion of the contract period.**

In the event of the successful bidder failing to execute the work within the stipulated 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.

13. The bidder shall quote his price as per the Bill of Quantities (Annexure – F).
14. The bidder shall state clearly his quoted rates both in figures & words. In case of discrepancy in figures and words, the amount in words will be treated as final.
15. Orders may be placed in full to the lowest bidder.
16. Price(s) quoted should remain firm over the contract period.
17. All taxes & duties are deemed to be included in the quoted rate except **GST** as applicable.
18. **Evaluation Criteria:** As detailed in the Bill of Quantities (Annexure – F).
19. **Payment:** Please refer to Scope of Work (Annexure – D) for details about submission of bills.

Monthly bills in quadruplicate are to be submitted to the office of the Chief Hydrographer, Marine Department, 15 Strand Road, Kolkata -700001, after having them duly certified by the officer-in-charge of the unit where the Generator and Licensed Electrician is supplied, giving details of Bank Particulars for payment viz. (i) name of bank; (ii) branch name; (iii) branch code; (iv) designated account number; etc. required for on-account payment.

20. **Jurisdiction of Court:** The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Calcutta High Court.

21. **Micro & Small Enterprises (MSEs) registered with NSIC:**

- Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) or MSME are exempted from depositing Cost of Tender Document having **valid** NSIC Certificate for MSEs along with DIC's (District Industries Centre) Certificate.
- 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 the cost of Tender Document as per NIT, otherwise their offer will not be considered.

iii) Copy of valid NSIC Certificate for MSEs along with DIC's (District Industries Centre) Certificate has to be submitted along with the bid.

24. **Bid Document Fees: Rs.590/-**. Tenders submitted without **Bid Document Fee** are liable to be rejected, except in case of Micro & Small Enterprises (MSEs) registered with DIC (under single point registration scheme) or MSME for items for which the tender is invited.
25. Bid document fee is to be submitted physically within 3 days from the closing of submission of tender in an envelope marking **Bid Document Fee** super-scribing the tender number on the envelope.
26. **Earnest Money Deposit**: The bidders are not required to pay Earnest Money Deposit (EMD). Instead, they will need to submit a **Bid Security Declaration (Annexure – X)** accepting that if bidders withdraw or modify their bids during the period of validity, they will be suspended for three years from participation in any tender of SMP, Kolkata.

Techno – Commercial Bid**1.0 Prequalification criteria**

The firm must have experience in supplying and operating successfully one such Generator and licensed Electrician. Performance Certificate and work order/agreement obtained from the previous clients to be produced to establish the credibility.

The firm must have experience of having successfully carried out similar work during the last seven years up to March,2021 which should be in the following manner:-

- a) 3(three) similar completed works costing not less than Rs.579025/-each;
- Or**
- b) 2(two) similar completed works costing not less than Rs.723781/-each;
- or**
- c) 1(one) similar completed work costing not less than Rs.1158050/-.

2.0 Bidders must have average financial turnover during the **last 3 (three) years ending 31st March, 2021, should be Rs.434269/-**

3.0 **“SIMILAR WORK”** means supplying and operating successfully one such Generator and licensed Electrician.

4.0 Claims for fulfilling the above criteria must be adequately supported by appropriate documents like Work order / Agreement, Performance certificate from previous clients, Audited Balance Sheet and Profit & Loss Account for last 3years (2018-19,2019-20& 20-21).Please note that such submitted certificates may be verified from the issuing clients.

5.0 Work experience as a sub-contractor shall not be considered as the requisite qualification.

6.0 Details of remitted cost of e-tender paper should be entered by the participating vendor / contractor in the space provided in the e-tender as indicated hereunder:

- a) Name of remitting vendor / contractor:
- b) Tender No.:
- c) Amount remitted:
- d) Date of remittance:
- e) Bank Draft / Cheque No.:

7.0 Scanned copies of the following documents are required to be submitted:

- a) GST registration certificate.
- b) Valid Trade License / MSME registration / Start-up registration/valid NSIC registration certificate.
- c) Valid Professional Tax Clearance Certificate / up to date tax payment challan.
- d) Proof of possessing valid Employees' Provident Fund (EPF) Account / PF registration Certificate.
- e) Proof of being registered with Employees' State Insurance Corporation (ESIC).
- f) Credentials in the form of copies of Letters of Award of Works along with corresponding Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.

- g) Last 3 (three) years balance sheet and profit & loss account in support of Annual Financial turnover (i.e. 2018-2019, 2019-2020 and 2020-2021) and the same should be audited as per relevant norms wherever required / relaxation for start-ups as per GOI norms.
- h) Self-certified copy of PAN Card.
- i) Bank Draft / Pay order etc. regarding Bid document fee / NSIC Registration Certificate.
- j) Duly signed and stamped full Techno – Commercial Part (Part-I) and Price Bid (Part-II) & GCC in each page **or** an Undertaking of the tenderer in their letter head to be submitted as per Annexure – XI in lieu of same.
- k) A cancelled cheque.
- l) All the forms and formats as may be required for a particular bidder that are given in this Tender Document duly filled-in (refer Annexure – XII for a list of the same).
- m) Self-declaration of the bidder that the Bidding Firm has not been debarred / delisted by any Govt. / Quasi Govt. / Public Sector undertaking in India.
- n) Self-declaration of the proprietor / partner(s) / authorized signatory of the bidding firm (in the case of proprietorship firm / partnership firm / limited company, as the case may be) is / are not associated with any other firm bidding for the same work.
- o) A list of works which are in hand at the time of submitting the offer, titled ‘**Concurrent Commitments of the Bidder**’.
- p) Last page of **Bill of Quantities** & the **Form of Tender** duly filled up (**without price quoted**) and duly signed & stamped by the bidder.
- q) Form of Bid Security Declaration (Annexure - X): In the letterhead of the firm, with signature & seal.

N.B.-1 The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities for clarification of his documents or credibility.

N.B.-2 Even though the bidders may meet the above qualifying criteria, they may still be subject to disqualification if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.

N.B.-3 All the bidders should submit the e-tender in accordance with the mode of submission of bids as has been detailed earlier (Annexure – A).

3.0 Risk Purchase clause will be applicable in terms of relevant clause of G.C.C.

4.0 Evaluation will be made as per Bill of Quantities (Annexure – F) of the qualified bids.

5.0 During the course of examination of Part-I of the bid, the bidder, if asked for, shall furnish any other additional document(s) for the purpose of evaluation of his bid.

6.0 **Acceptance of Tender:**

- a) Syama Prasad Mookerjee Port, Kolkata reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- b) Any attempt to exercise undue influence in the matter of acceptance of tender is strictly prohibited and any bidder who resorts to this will render his tender liable to rejection.
- c) The successful bidder will be notified in writing of the acceptance of his tender. The “Bidder” then becomes the “Contractor” and he shall forthwith take steps to execute the Contract Agreement upon issue of Letter of Acceptance and fulfil all his obligations as required by the Contract.

7.0 **Miscellaneous:**

- a) Bidder shall submit his offer for complete Scope of Work, strictly in accordance with the conditions laid out in this tender document. Any deviation from the tender document and / or any incomplete tender shall not be considered.
- b) The bidder shall not impose his own terms & conditions in his offer or quote his rates based on his own terms and conditions. Such e-tenders are liable to rejection at the option of the Trustees without any further intimation to the bidder.
- c) All measuring units are in the metric system and rates & sums in the tender are in Indian Rupee (INR). The language used for communication throughout the contract period shall be English.
- d) **The bidder shall give a declaration about the names of their relations employed in Syama Prasad Mookerjee Port, Kolkata.** It is not the intention to debar the bidders from the contract if their relatives are working in SMP, Kolkata, but such a declaration is necessary in the interest of Trustees against any possible lapses.
- e) Part-II (Price Bid) shall be submitted as per the enclosed format (Annexure – F) without any condition or deviation. Price bids of only those bidders will be considered for evaluation whose Part-I (Techno – Commercial bids) are acceptable by SMP, Kolkata.
- f) **Undertaking:** The bidder shall submit an undertaking in accordance with the proforma given at Annexure – XI. With this there will be no necessity to upload signed bid document and GCC.

8.0 Bidders are advised to submit quotation based upon Technical Specification, Terms and Conditions, Scope of Work, etc. contained in this Tender Document and General Conditions of Contract and not to stipulate any deviation. No deviation from the laid down conditions of the Bid Document is firm unless it is notified by SMP, Kolkata.

9.0 SMP, Kolkata will not be responsible for any costs or expenses incurred by the bidder in connection with the preparation and submission of his bid, arranging for the mandatory demonstration / trials or for any other expenses incurred in connection with such bidding.

10.0 Please note that there is no provision to take out the list of the parties downloading the tender document from the website mentioned in the NIT. As such, **bidders are requested to see the website once again before the due date of the tender opening to ensure that they have not missed any corrigenda / addenda uploaded against the said tender after downloading the tender document.** The responsibility of downloading the related corrigenda/addenda, if any, will be that of the downloading parties. No separate intimation in respect of corrigenda / addenda to this document (if any) will be sent to tenderer(s) who have downloaded the documents from website.

11.0 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 at the following address:-

**Chief Hydrographer, Marine Department,
SMP, Kolkata,
15, Strand Road,
Kolkata-700 001.**

12.0 While evaluating tenders, regard would be paid to National Defence and Security consideration.

13.0 In case of unscheduled Holiday / Bandh on the date of opening of tender, the same will be opened on the next working day at the scheduled time.

14.0 Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his ability to bind the bidder. The Power of Attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. SMP, Kolkata may reject outright any bid unsupported by adequate proof of the signatory's authority.

15.0 The bids shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be complete and free from ambiguity, change or inter lineation.

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

17.0 SMP, 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, failing which or if their justification of prices are found unacceptable to SMP, Kolkata, their Tender may be cancelled by SMP, Kolkata .

18.0 Director, Marine Department or his representative may convene meeting with the bidder with 7 (seven) days prior notice which the bidders will have to attend, failing which decisions of the Director, Marine Department taken unilaterally will be final and binding on the bidder.

19.0 The General Conditions of Contract of SMP, Kolkata shall be applicable wherever relevant.

20.0 **Joint Ventures/ Consortium and Other Forms of Association**

In case the tender is submitted in joint venture/consortium, the bidder shall submit the following confirmation along with their offer submitted for this tender.

- a) All joint venture agreements/ consortium agreements / technical collaboration agreements shall ensure that all parties of the joint venture /consortium are individually and jointly responsible for the tender conditions and such agreements are legally valid.
- b) Joint venture/consortium should be in the nature of legally acceptable agreements and such agreements should be notarized.
- c) Such joint venture/consortium agreement should contain explicitly the scope and responsibilities of all the partners in the joint venture/ consortium in terms of financial and technical commitments/contribution. The JV/consortium should be equally, severally and jointly responsible.
- d) One of the members of the consortium shall be authorized as being in-charge (lead member), and this authorization shall be evidenced by a Power of Attorney duly signed by the authorized signatories of the consortium members as per the format enclosed in the tender document as Annexure – VI.
- e) The validity of the joint venture/consortium agreement entered upon on the award of Letter of Acceptance (LOA) by the port should continue for entire period of contract as specified in the tender. All such agreements shall be irrevocable for the above periods.
- f) Firms with at least 26% equity holding each shall be allowed to jointly meet the eligibility criteria.
- g) Where the bidder is a consortium the aggregate net cash accruals, net worth and average annual financial turnover of the individual members forming the consortium shall be submitted.
- h) It is clarified that an unsuccessful bidder or JV/Consortium shall not be permitted to join a successful JV/Consortium whose bid is accepted at a later date.
- i) In case of a Consortium, the combined Technical and Financial Capability of those members who have and shall have an equity share of at least 26% (twenty six per cent) each in the Special Purpose Vehicle (or SPV) as explained in this tender document, should satisfy the above conditions of eligibility, provided that each such member shall, for a period of 2 (two) years from the date of commercial operation of the contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPV.

20.1 Further conditions for JV / Consortium:

Intending bidders, as Consortium, are eligible to participate in the tender. The term 'Bidder' used in this document would apply to either a Single Entity or a group of entities, i.e. a Consortium. Further, the Tenderer may be a natural person, private entity, government owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in this tender document.

- a) The bidder shall not have a conflict of interest that affects the tendering process. Any bidder found to have a **Conflict of Interest** shall be disqualified. A bidder shall be deemed to have a **Conflict of Interest** affecting the Tendering Process, if:

- i) The bidder, its Member or Associate (or any constituent thereof) and any other Tenderer, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Tenderer, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Tenderer, its Member or Associate, as the case may be) in the other Tenderer, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956, or any of its subsequent amendment. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- aa) Where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

- ab) Subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; *provided*, however, that no such shareholding shall be reckoned under this sub-clause (ab), if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary;

OR

- ii) A constituent of such Tenderer is also a constituent of another Tenderer;

OR

- iii) Such Tenderer, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Tenderer, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Tenderer, its Member or any Associate thereof;

OR

- iv) Such Tenderer has the same legal representative for purposes of this Tender as any other Tenderer;

OR

- v) Such Tenderer, or any Associate thereof has a relationship with another Tenderer, or any Associate thereof, directly or through common third

party/parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Tender of either or each other.

- b) A Tenderer shall be liable for disqualification if any legal, financial or technical adviser of SMP, Kolkata in relation to the Tender is engaged by the Tenderer, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Tender. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Tenderer, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this Tender. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the contract.

Explanation: In case a Tenderer is a Consortium, then the term Tenderer, as used above, shall include each Member of such Consortium.

Note: Notwithstanding anything to the contrary contained in this tender document, in the event of any member of any Consortium suffering from a Conflict of Interest, the offer of such consortium shall be treated as disqualified. However, in the event of similar situation arising / detected after placement of LOI, the same shall have to be addressed and resolved by the Consortium, failing which the contract, if entered into, shall be terminated.

In this regard, it must be borne in mind that suppression of such Conflict of Interest, if detected later, shall not absolve the Consortium of its responsibility and appropriate action shall be initiated in terms of the provision of the tender.

The Tenderer(s) shall have valid documents as listed in various clauses of this tender document and submit the same in the manner as stipulated.

21.0 Security Deposit: After the issuance of Letter of Intent, Security Deposit shall be submitted within 15 (fifteen) working days. Work order will be issued immediately after receipt of Security Deposit. The contractor shall commence the work within 15 days thereafter.

- 21.1 Successful tenderer will submit Security Deposit for a sum equivalent to **3% of the total evaluated price of the tender for three years** and as accepted by SMP, Kolkata, in the form of Demand Draft or in the form of Bank Guarantee as per Annexure – II in favour of '**Syama Prasad Mookerjee Port, Kolkata**' from a Nationalized 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 Calcutta High Court. The Security Deposit shall remain valid for **3 months** after the expiry of the contract.
- 21.2 The Security Deposit will be released within 60 days after successful completion of the contract without any interest.
- 21.3 SMP, Kolkata shall encash the Security Deposit in the event the contractor fails to supply the Generator & Licensed Electrician and commence operation at the order of Engineer or his authorised 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.
- 21.4 The Director, Marine Department shall have the right to ask for the extension of the above Security Deposit till such time the contractual obligations are fulfilled and the Contractor will be duty bound to extend the same as asked by Director, Marine Department.

22.0 Duties & Taxes (GST)

- a) The prices quoted shall be including all statutory levies excluding GST, which will be paid extra. GST shall not be considered for evaluation of the bids.
- b) Suppliers/ service providers are to confirm that the GST amount charged in invoice is declared in its return and payment of taxes is also made.

- c) The supplier/ service provider agrees to comply with all GST laws, including GST acts, rules, regulations, procedures, circulars and 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. Service provider should ensure accurate transaction details, as required by GST laws, are uploaded timely in GSTIN. In case there is any mismatch between the details so uploaded in GSTIN by supplier/ service provider and details available with SMP, Kolkata, then payments maybe retained from due payments till such time SMP, Kolkata is not sure that accurate tax amount is finally reflected in the GSTIN to SMP, Kolkata's Account and is finally available to SMP, Kolkata in terms of GST laws and that the credit of GST so taken by SMP, Kolkata is not required to be reversed at a later date along with applicable interest.
- d) SMP, 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 SMP, Kolkata for the fault of supplier shall be recovered by SMP, Kolkata by way of adjustment in the consideration payable.
- e) Supplementary invoices/Debit note/credit note for price revisions to enable SMP, Kolkata to claim tax benefit on the same shall be issued by the contractor for a particular year before September of the succeeding Financial Year.
- f) The purchase order/work order shall be void, if at any point of time contractors are found to be a blacklisted dealer as per GSTIN rating system and further no payment shall be entertained.
- g) If any new taxes and duties, increase in existing taxes and duties are imposed by the Central/State Government and is applicable in this contract, these shall be paid by the Trustees in addition as the same are not included in the quoted rate.

23.0 Pricing of Bid

- a) **General:** The Bid shall be quoted in and as per the format of Bill of Quantity (Price Bid) (Annexure – F).
- b) **Daily Wages of Licensed Electrician shall be quoted in BOQ as per Minimum Wages Act, including statutory obligations like EPF, ESI etc. Non-compliance of above for Daily wages of Licensed Electrician in the Quotation for any bidders is found during evaluation of Price Bid, their bid will not be considered.**
- c) **Currency of Quotations:** The bidder shall indicate the prices in Indian Rupees (INR) only. The bidder shall not quote in any other currency other than Indian Rupees (INR).
- d) **Validity of Price Bid:** The Part-II (Price Bid) shall be valid for acceptance for a minimum period of **180 (one hundred eighty) days** from the date of opening of the bids.

SCOPE OF WORK

1.General : Generator: Supply, operation and maintenance of 1 no. 6-7 KVA, 220V, AC, Diesel Generator on hire and operation basis, from a single contractor, for a period of three years in order to provide uninterrupted power supply during the hours of power cuts and periods of low voltage at Hugli Point Station & attached establishments, Syama Prasad Mookerjee Port, Kolkata situated at Nurpur, 24-parganas (South), West Bengal. Power supply will be made from existing panel/ board/cut-out/cables located at the generator room.

The work is to be carried out in accordance with the Terms & conditions mentioned in the Tender Document and the Bill of Quantity.

- 1.1 Contractor shall install a 6 – 7 KVA – 220 Volts A.C. diesel generator set in good working condition at electrical plant room/generator room of Hugli Point Station, Syama Prasad Mookerjee Port, Kolkata, Nurpur, 24 Parganas (South), West Bengal.
- 1.2 The diesel generator set installed at Hugli Point Station will have to be connected to the station's electrical equipments & accessories such as lights, fans, refrigerators, fresh water pumps, etc. by the contractor with his own labour and materials provided at his own cost.
- 1.3 All electrical jobs required for installation of the generator and connections to the various electrical points, distribution boxes etc. within Hugli Point Station and attached establishments to be completed in all respects to provide uninterrupted power supply from the generator during power cuts and low voltage.
- 1.4 Responsibility for operating the generator, fuel and other supplies and services to perform the designated duties effectively wholly rest on the contractor.

2. Electrician: The contractor shall provide a licensed electrician on regular basis for maintenance and operation of wirings, electrical equipments and accessories including charging of batteries at Hugli Point Station and attached establishments, Nurpur, 24 Prgns(S), SMP, Kolkata.

- 2.1 The electrician will be responsible for general electrical maintenance job within the entire campus of Hugli Point Station, Hugli Point Station Semaphore, Hugli Point Jetty and Syledis building. He will be required to work intermittently not more than 8 hours a day without fixed timings and standby at other times.
- 2.2 The electrician provided by the contractor shall be responsible for the running of the electrically operated fresh water pumps as and when required and distribution of fresh water at various points within the premises of Hugli Point Station, Semaphore, Syledis building and Jetty.
- 2.3 The generator and the electrician shall be under the operational command of The Chief Hydrographer, Marine Department or his authorised representatives.
- 2.4 Contractors men are contractor's liabilities.

3. AVAILABILITY / PENALTY / LIQUIDATED DAMAGE:

GUARANTEED AVAILABILITY:

Generator: The contractor will have to stand guarantee for the generator's availability of 350 days in a year, in fully operational condition. However 15 days in a year may be allowed for repairs, subject to approval of the Engineer of Contract. In case the availability of the generator falls below the said minimum guaranteed level, no charges shall be paid and in addition to the same, penalty as per clause-16 will be applicable. In the event of breakdown of the generator, the contractor, however, will be at liberty to replace the same with another generator having similar or better specifications.

Electrician: The contractor will have to stand guarantee to provide a licensed electrician for 350 days in a year. However 15 days in a year may be allowed on medical grounds, subject to approval of the Engineer of Contract. In case the availability of the electrician falls below the said minimum guaranteed level, no charges shall be paid and in addition to the same, penalty as per clause-16 will be applicable. In the event of absence of the electrician, the contractor, however, will be at liberty to provide a substitute licensed electrician.

3.1 PENALTY: SMP, Kolkata will not pay any of the scheduled rates for the days the operation of the generator is suspended for reasons attributed to the contractor. Further, a sum equivalent to 25% of the 'Daily Hire Charge' under Bill of Quantities will be imposed as penalty for the 'DEFICIT PERIOD'. Proportionate deductions will also be made from the contractor's monthly bill in the event of absence of generator and or other concerned personnel. Such recovery will be made from the running bill of the contractor.

3.2 However, the Engineer of the contract may waive of the penalty if he is satisfied that the reasons of default were beyond the control of the Contractor.

3.3 LIQUIDATED DAMAGE: If the successful Bidder fails to supply the generator within the stipulated date(s) or such extension thereof as communicated by the Engineer in writing, he shall pay compensation (Liquidated Damage) to the Trustees and not as penalties, half percent of the total evaluated value of the tender for generator in default for every week or part thereof, provided that the amount of such compensation does not exceed 10% of the total value of contract.

4.0 OPERATION MODE& ACCRUAL OF CHARGES:

Operation Mode& Charges:

4.1 The generator shall be ready for operation round the clock.

The electrician should be available as and when required to work intermittently for not more than 8 hours a day without fixed timings.

4.2 On Standby Mode:

The generator shall be deemed to be on standby if the generator is made available to the authorized officer fully ready and fit for operation with sufficient fuel, whereby the officer can order the operator to commence operation at fifteen minutes' notice.

The electrician shall be deemed to be on standby if he reports for duty to the authorized officer to attend to the electrical jobs and operate electrical equipments etc. as per the order of the officer within fifteen minutes' notice.

Accrual of Charges: The contractual charges are inclusive of all the expenses connected to the operation of the generator with fuel and a licensed electrician. The charges shall accrue to the contractor at the rates quoted by him and accepted by KoPT in the following manner.

- A Daily Hire Charge of Generator:** These charges shall be paid for everyday the generator is in operation or on standby mode.
- B Daily Fuel Charges:** Consumption of diesel oil in Ltrs per hour x Price of diesel oil as on 01.06.21 x total running hours per day + escalation/de-escalation of fuel (With respect to base price of diesel of Rs.88.23 as on 01.06.2021).
- C Daily Wages of Licensed Electrician:** These charges shall be paid for everyday the electrician is on duty or on standby.

5. ESCALATION / DE-ESCALATION

Escalation and de-escalation on the hourly running charge as quoted by the party in the format of price bid will be applicable at the same percentage variation of the price of HSD as compared to the base price of HSD which is Rs.88.23 per litre as on 01.06.2021 at South 24 Parganas.

6. DURATION OF THE CONTRACT

This contract is for 3 (three) years as per the agreement. The contract will come into force from the date of commencement of operation of the generator at Hugli Point Station, Syama Prasad Mookerjee Port, Kolkata.

7.0 BID OPENING, EVALUATION AND COMPARISON OF BIDS

7.1 Syama Prasad Mookerjee Port, Kolkata reserves the right to accept price part of the offer (Part-II) of only such bidders whose technical and commercial aspects of the proposals (Part-I) are acceptable and complete. SMP, Kolkata's decision in this regard shall be final and binding on the bidders. SMP, Kolkata will not consider the price part of the offer (Part-II) of the bidders whose technical and commercial aspect of the proposal is not acceptable or incomplete.

7.2 Bids will be opened (Both Techno-Commercial Bid & Price Bid) will be opened electronically on stipulated date & time as mentioned in the Bid Document. Bidders representatives may witness the opening of the tender.

7.3 Part-II (Price part of the offer): Price Bids of only those Bidders, whose Technical and commercial proposals are complete and acceptable, shall be considered for evaluation prior to finalization of the tender.

7.4 The Bids received and accepted will be evaluated by method indicated in the Format of Price Bid.

7.5 SMP, Kolkata reserves the right to inspect the generator to ascertain its capabilities prior to accepting the same.

8. SIGNING OF THE CONTRACT

On issuance of work order to the successful bidder, the bidder shall arrange the generator and all other equipment within 15 days for the operation. The successful bidder(s) will have to make arrangements for signing a formal agreement with Syama Prasad Mookerjee Port, Kolkata on a non-judicial Stamp paper of Rs. 50/- as per enclosed format(Annexure – III) within 15 days after issuance of work order.

9. PAYMENT

9.1 Payment for 'Daily Hire Charge', 'Hourly Running Charge for Generator' will be made once in a month by SMP, Kolkata.

9.2 Payment shall be made to the contractor within 45 days on submission of clear bills containing break up of 9.1 above, accompanied by the following:

- i) the log abstract of the log book of the generator for the month duly certified by SMP, Kolkata representative;
- ii) document showing escalation / de-escalation of cost of fuel;
- iii) a statement showing disbursement of salary to the staff by name, adhering to the Minimum Wages Act;
- iv) unless exempted, document showing EPF deductions and ESI payments for individual employees.

9.3 Payment will be made only through ECS for which the Contractor must furnish the relevant bank details along with the bills.

10.0 TERMINATION OF CONTRACT

- 10.1 SMP, Kolkata at its sole discretion, may terminate the contract after serving one month's notice if the performance of the generator is not satisfactory for two consecutive months. The decision of KoPT about the performance of the generator will be final.
- 10.2 SMP, Kolkata may also terminate the contract if the contractor defaults in supplying the generator in fully operational condition within 60 days from the date of work order.

11. FORCE MAJEURE

In the event of either party being rendered unable to perform any obligation under the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure events last. The cost and loss sustained by either party shall be borne by respective parties. The term 'force majeure' employed herein shall mean act of God, war (declared or not), riots, civil commotion, fire, accident, sabotage, natural calamities, plague, quarantine, import or export embargoes, restraints imposed by government or change in govt. policies subsequent to hire or any happening affecting the performance by either party's obligations under this charter which the party cannot reasonably prevent or control against.

12. COMPLIANCE OF RELEVANT ACTS, ORDINANCES ETC.

- 12.1 The contractor shall be required to comply with all relevant acts and laws including the Minimum Wages Act, 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947 and the Contract Labour (Regulation & Abolition) Act, 1970 or statutory amendment and the modifications thereof or any other laws relating thereto and the rules made there under, from time to time.
- 12.2 It will be the duty of the contractor to abide by all the provisions of the Acts, Ordinances, Rules, Regulations, By-laws, procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay, damage, etc. on his part and shall keep SMP, Kolkata indemnified against all penalties and liabilities of any kind for non-compliance or infringement of any kind, any such Act, Ordinances, Rules, Regulations, By-laws and Procedures etc.
- 12.3 The contractor shall indemnify SMP, Kolkata against payment to be made under or for the observance of the aforesaid Acts, Ordinances, Rules, Regulations, By-laws and Procedures, without prejudice to his right to claim indemnity from his Sub-contractors.
- 12.4 The aforesaid Acts, Ordinances, Rules, Regulations, By-laws and Procedures shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

13.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION

- 13.1 In all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract, the decision of the Engineer shall be final binding on all parties to the contract and shall forthwith be given effect to by the Contractor.
- 13.2 If the Contractor is dissatisfied with any such decision of the Engineer or his representative, he shall within 15 days after receiving notice of such award/ Decision, requires that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.
- 13.3 If there is still no settlement as mentioned at Clauses - 13.1 & 13.2, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 including all amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrator and inform the other party within 60 days. If the other party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996, including any amendment thereof.
- 13.4 Notwithstanding anything contained herein above, Employer also reserve the right to invoke arbitration in all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract etc.
- 13.5 The place / jurisdiction of arbitration shall be in Kolkata, West Bengal, India.
- 13.6 The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid equally by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the successful Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the Party.
- 13.7 Pending the submission of and / or decision on a dispute, difference or claim or until the arbitral award is published, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

- 13.8 The request for arbitration, the answer to the request, the terms of reference, any written submission, any order and ruling shall be in English language and if oral hearings take place, English shall be the language to be used in the hearing.
- 13.9 Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

14. PROVIDED ALWAYS AS FOLLOWS :-

- a) The Contractor shall have to raise disputes or differences of any kind whatsoever, in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.
- b) No dispute or difference on any matter whatsoever pertaining to the contract can be raised by the Contractor after submission of certificate in form G.C.3 by him.
- c) Contractor's claim/dispute raised beyond the time limits prescribed in Sub-clauses (a) & (b) herein above, shall not be entertained by the Engineer and / or by any Arbitrator, subsequently.

15.0 GENERATOR ENCUMBRANCES ON CONTRACTOR:

The contractor shall submit an undertaking that the generator is free from all encumbrances and lien.

Successful contractor must submit local Police Verification Certificate for those persons who will be deployed by him for carrying out duties.

16.0 Withdrawal of Tender : In case the tenderer withdraws his tender before the expiry of the specified validity period of the tender, and / or fails to honour the tender, the security deposit held shall be liable to forfeiture as the case may be.

Special Conditions of Contract**1. Interpretation of Terms:**

In the Contract and specifications the following works and expressions shall have the following meanings.

“THE TRUSTEES” – The expression “THE TRUSTEES” means the Board of Trustees for the Port of Syama Prasad Mookerjee, Kolkata.

The “CHAIRMAN” shall mean the Chairman of the Board of Trustees for the Port Syama Prasad Mookerjee, Kolkata.

The “CONTRACTOR” shall mean the person or persons, firm or company or corporation or joint venture whose Bid has been accepted by “THE TRUSTEES” and includes the CONTRACTOR’S Legal Representatives, his successors and permitted Assigns.

“THE DIRECTOR, MARINE DEPARTMENT” – The expression “The Director, Marine Department” means the office holding that post under the Trustees and includes his successors in office.

“THE ENGINEER” – The expression “The Engineer” means the Chief Hydrographer, Marine Department, for the purpose of this contract only.

“THE ENGINEER’S REPRESENTATIVE” – The expression “The Engineer’s Representative” means any officer or person from time to time deputed by the Trustees or Chief Hydrographer, Marine Department to act on their behalf for the purpose of this contract.

“DAY” – means duration of 24 hours commencing at 00.00 hours midnight till 2400 hours and includes Sundays and Holidays.

‘**Deficit Period**’ shall mean the following:

- i) The period by which the availability of the Generator and Electrician falls below the minimum guaranteed level;
- ii) The Generator does not available and Electrician does not report for duty within half an hour on receipt of order;
- iii) The period during which the Generator has been decommissioned without the approval of the Engineer.

The Chief Hydrographer, Marine Department from time to time may authorize any person in writing, a copy of which is to be forwarded to the Contractor, any person or persons to be named by him on his behalf to exercise his powers, authorities and directions under this contract as he may deem fit and proper and the Contractor shall recognize, honour and give necessary assistance to such authorities in all respects.

2. DETAILS OF THE DIESEL GENERATOR AND INFORMATION REQUIRED.

A Technical description of the Generator to be submitted and to be enclosed in Part-I (Technical and Commercial aspects) of the offer. The contractor will have to submit copies of all statutory certificates and licenses.

Sl.No.	ITEM	PARTICULARS
1.	OWNER	
2.	YEAR OF BUILT	

3.	MAKE/MODEL	
4.	CAPACITY(KVA)	
5.	VOLTS	
6.	PHASE	

3. THE DIESEL GENERATOR AND LICENSED ELECTRICIAN MUST FULFIL THE FOLLOWING CRITERION:

a) Generator Set : The minimum specification of the Diesel Generator set should not be less than 6 KVA 220V, AC to provide uninterrupted power supply during the hours of power cuts and periods of low voltage at Hugli Point Station and attached establishments.

b) Electrician: The electrician should have valid license and capable of maintaining & operating electrical equipments and accessories at Hugli Point Station and attached establishments.

4. MANNING

4.1. Manning should be provided as per rule requirement. The contractor will be required to submit attested copies of all certificates pertaining to the Generator and electrician. The electrician must possess valid certificates for operating/manning the generator, failing which the contract would be automatically invalidated.

4.2. The contractor should maintain adequate number of staff in their pay roll so that leave and other exigencies can be accommodated.

4.3 Food and other facilities for staff shall be arranged by the contractor.

4.4 All transportation costs towards men and material is the responsibility of the contractor.

4.5 A Liaison Officer should be deployed by the Contractor for interacting/communicating between SMPK Officials. Such liaison officer should be given a mobile phone by the contractor.

FORMAT OF PRICE BID

SUPPLY AND OPERATION OF 1 NO. 6-7 KVA, 220 VOLTS, A.C DIESEL GENERATOR AND OFF LOADING THE JOB OF LIGHT ATTENDANT BY LICENSED ELECTRICIAN AT HUGLI POINT STATION UNDER MARINE DEPARTMENT, NURPUR FOR A PERIOD OF THREE YEARS.

(BILL OF QUANTITY)

Sl. No.	Description of Work	Rates
1	Daily Hire Charges of Generator	Rs. _____ Per Day (Rupees..... only) = (P)
2	Hourly Running charge of Generator (This charge should comprise only the cost of HSD required for running the Generator per hour)	Rs. _____ per hour (Rupees.....only)= (Q)
3	Daily wages of Licensed Electrician	Rs. _____ per day (Rupees.....only)= (R)

Total evaluated price for Three Years =

3 [(P X 365 days) + (Q X 365 days X 2.5 hrs)+ (R X 365)]

= Rs.....

(Rupees.....only).

(Base price of HSD: Rs.88.23 as on.01.06.2021

(Signature of Bidder)

Date: _____ 2021

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Annexure – I**Format of Tender**

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

**The Director, Marine Department,
SMP, Kolkata,
15 Strand Road,
Kolkata-700 001**

Dear Sir,

I / We, M/s....., having read and fully understood the specifications, conditions of tender and general conditions of contract hereby tender to supplynumber 6-7 KVA, 220 V, AC, Diesel Generator and.....one Licensed Electrician to Trustees for Syama Prasad Mookerjee Port, Kolkata in accordance with and as set forth in Notice Inviting Tender, General Conditions of Contract, etc.

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

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

We have annexed Original Demand Draft/Pay Order/Bankers Cheque No.dt.....of..... Bank for Rs.....

We also agree to abide by this tender for a period of 180 days from the opening of the Tender (Part-I& Part-II) and in default of our so doing, we accept that SMP, Kolkata may invoke the clauses set forth in the Bid Security Declaration submitted by us.

Should SMP, Kolkata ask for a break up of our price, we shall submit the same forthwith with adequate justification to establish its veracity, failing which SMP, Kolkata may cancel our tender and invoke the Bid Security Declaration submitted by us.

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

Yours faithfully,

Dated.....

Signature.....

Full Address.....

(Seal)

Proforma of Bank Guarantee
(Performance Bond)
(In lieu of Cash Security Deposit)

(To be issued by the Kolkata Branch, as the case may be, of any Nationalised 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,

SMP, Kolkata.

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

In consideration of the Board of Trustees of SMP, Kolkata, a Body Corporate, duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt.....a Proprietary / Partnership / Limited / Registered Company, having its Registered office at(hereinafter referred to as the "Contractor") from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' 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 fulfilment 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.....Branch, 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 (Name of Bank).....Branch, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that weBank.....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. WeBank.....Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have

been fully paid and its claim satisfied and/ or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive ofdays of.....20.... and subject also to the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) 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 usBankBranch.

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)

Format of Agreement*(on a Rupees Fifty Non-judicial stamp paper)***Agreement for Supply of One 6-7 KVA, 220V, AC Diesel Generator and one Licensed Electrician**

This Agreement made on theday of2021 between the Board of Trustees of the Port of Syama Prasad Mookerjee, Kolkata, a body corporate constituted by the Major Port Trust Act 1963 (No. 38 of 1963) having its Head Office at 15 Strand Road, Kolkata-700001 hereinafter called “**Trustees**” (which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part and M/S.....having its registered office at..... hereinafter called the “**Contractor**” (which expression shall unless excluded by or repugnant to the context be deemed to include its assigns or successors in office) on the other part.

WHEREAS the Trustees are desirous of hiring ...01...no.6-7 KVA, 220V, AC, Diesel Generator and ..01.. no. Licensed Electrician including the work specified in the Tender Document should be carried out by the above Generator and Electrician in satisfactory manner and have accepted a tender by the contractor for the said work;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of the agreement, viz:-
 - i) The Tender /offer and the acceptance of the tender/offer including terms and conditions finalised and accepted by both parties prior to opening of price Bid submitted by the Contractor.
 - ii) The Trustees’ General Conditions of Contract, unless superseded by document identified in 2(i) above.
 - iii) The Price Bid as submitted by the contractor and as accepted by the Trustees.
 - iv) The work order no.dated.....
 - v) All correspondences and minutes of the meeting by which item 2(i) to 2(iv) is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Trustees to the contractor as hereinafter mentioned, the Contractor hereby covenant with the Trustees to execute the work of supplying 01...no. 6-7 KVA, 220V, AC, Diesel Generator and ..01..no. Licensed Electrician as per terms & conditions & scope of work identified in documents noted in para-2 above and to the order of the Trustees for a period of 3 (three) years in conformity in all respects with the provisions of the contract.
4. The Trustees hereby covenants to pay the contractor in consideration of the satisfactory execution of the contract as per contract price schedule at the times and in the manner prescribed in the contract.

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

The common seal of the Trustees for the Syama Prasad Mookerjee Port, Kolkata was hereunto affixed in the presence of

Authorised Signatory of the Contractor
Common Seal of the contractor

Director, Marine Department

Witness:

- 1.....
- 2.....

Annexure – IV**Format of Affidavit for ESI Exemption**
(on a Rupees Ten Non-judicial stamp paper)**Before the 1st Class Magistrate at****Affidavit**

I..... son ofaged about year, by faith, by occupation residing at, do hereby solemnly affirm and declare as follows:-

That I am the proprietor /Partner of having office at and carrying on business on the said name and style.

2. That my aforesaid firm is exempted from E.S.I. Act and the said firm has no valid E.S.I. registration.

3. That the present affidavit is to be filed before the SMP, Kolkata as per clause No.....of the tender No..... issued by SMP, Kolkata in respect of the work of supplying Generator and Licensed Electrician.

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

Identified by me

DEPONENT

Annexure-V**Indemnity Bond***(on a Rupees Fifty Non-judicial stamp paper)*

By this Bond I, Shri/Smt., son of Shri/Smt. residing at
 by occupation the
 Partner/Proprietor/Director having office at
, am a bidder under Marine Department, SMP, Kolkata (A
 statutory Body under MPT Act, 1963).

WHEREAS the said SMP, Kolkata had asked the bidder, who is not covered or exempted under
 E.S.I. Act to furnish an Indemnity bond in favour of Marine Department, SMP, Kolkata against all
 damages and accidents to the labourer of the Contractor.

NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Contractor named herein above
 shall indemnify the SMP, Kolkata against all damages and accidents occurring to the labourers /
 workers of the Contractor as demanded by the SMP, Kolkata and which shall be legal and /or
 claimed by the SMP, Kolkata during the execution of the work stated in the tender
 No. of

AND the Contractor hereunder agrees to indemnify and at all times keep indemnified SMP,
 Kolkata and its administrators and representatives against all possible claims or demands for
 damages and accidents to the labourer of the Contractor.

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

Sureties:

Signature of the Indemnifier

a) Name :

Signature :

Address :

b) Name :

Signature :

Address :

c) Witnesses

Name :

Signature :

Address :

Annexure – VIFormat in case of Joint Venture / Consortium Agreement*(To be submitted on Rs. 50/- non-judicial stamp paper)*

This Joint Venture/ Consortium agreement is made at _____ on _____ day of _____ 2021 between M/s. _____ (please indicate the status, viz. Proprietor, Firm, Company) represented through its proprietor /partner or Director (hereinafter referred to as “First Party”) and M/s. _____ (please indicate the status viz. Proprietor, Firm, Company) represented through its proprietor / partner or Director (hereinafter referred to as “Second Party”)

WHEREAS THE First party is engaged in the business of _____

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

AND WHEREAS both the parties are desirous of entering into a Joint Venture / Consortium for carrying on the work of SMP, KOLKATA in connection with work of _____ (please mention the work of the tender).

AND WHEREAS the First Party and Second Party have agreed to form Joint Venture/ Consortium for execution of subject works.

NOW THIS DEED WITNESSETH AS UNDER:

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

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

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

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

First Party:

Second Party:

5. The turnover and experience of each party is as under:

First Party:

Second Party:

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

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

8. The Registered Office of the Joint Venture/ Lead Partner of the Consortium shall be at _____.

9. The Joint Venture/ Consortium shall regularly maintain in the ordinary course of business a true

and correct account of all its incoming and outgoing and also of its assets and liabilities in proper books or account which shall ordinarily be kept at place of business and after Completion of above mentioned work all account shall be taken.

10. Opening and operation of Bank Account: The Joint Venture/ Consortium shall open and maintain bank account(s) at _____. The Lead Partner as mentioned in Clause-2 above shall have the power to receive the payments on behalf of the Joint Venture/consortium and to give discharge on behalf of the Joint Venture/ Consortium.

IN WITNESS WHEREOF the Parties hereto have signed hereunder at _____ on this _____ day of _____ 2021.

Party of First Part

Party of Second Part

Witness:

- 1)
- 2)

Format of Affidavit for P.F. Exemption*(On Rs.10/- Non-Judicial Stamp Paper)***Before the 1st Class Magistrate at****AFFIDAVIT**

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

1. **THAT** I am the proprietor / Partner of _____ having office at _____ and carrying on business on the said name and style.

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

2. **THAT** the firm is exempted from Provident Fund Act and the said bidder has no valid Provident Fund Registration.
3. **THAT** present affidavit is to be filed before the SMP, Kolkata as per the Clause No. _____ of the Tender No _____ issued by SMP, Kolkata in respect of the work _____ *(please mention the work of the tender)*.
4. **THAT** the statements made above are all true to be best of my knowledge and belief.

DEPONENT**Identified by me**

Covering letter

Ref. No.

Dated:

**The Chief Hydrographer,
Marine Department,
Syama Prasad Mookerjee Port, Kolkata,
15, Strand Road, Kolkata – 700001**

Dear Sir,

- 1) I / We _____ (*Name of Bidder*) having examined the Tender Document and understood its contents, hereby submit our Tender for _____ (*please mention the work of the tender*).
- 2) All information and proofs provided in the Tender including Addenda 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 Bidder*) hereby undertake that we will abide by the decisions of SMP, Kolkata in the matter of examination, evaluation and selection of Successful Bidder 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 Government 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 Addenda, 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 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:

Annexure – IX**Format for Payment through ECS/RTGS**

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

Signature with official seal

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

Bid Security Declaration

**The Director, Marine Department,
Syama Prasad Mookerjee Port, Kolkata,
15, Strand Road, Kolkata – 700001**

Ref : NIT No.MRN/CH/DRW/167/21 dated 27.07.2021

Sir,

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

Signature with official seal

Format of Undertaking

Tender No.: MRN/CH/DRW/167/21 dated 27.07.2021

Ref. No.....

Dated:

**The Director, Marine Department,
Syama Prasad Mookerjee Port, Kolkata,
15, Strand Road, Kolkata – 700001**

Dear Sir,

I / We, ----- (Name of Tenderer)
have fully read and understood the entire Tender Document, GCC, Corrigenda and Addenda, if any,
downloaded from enivida under the instant e-tender and no other source, and will comply to the said
document, GCC, Corrigendum and Addenda.

I/We are submitting this undertaking in lieu of submission of a signed copy of the
full tender documents, its corrigenda and addenda (if any), and the GCC.

Yours faithfully,

Signature of Tenderer.....

Name:

Designation:

Date :

Seal of the tenderer.....

Details of Bidder

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

Authorized Signatory
(Company Seal)

Proforma for Letter of Acceptance of the Work Order

(To be written in the official letterhead of the Contractor)

No. _____

Date _____

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

**Sub: Supply, operation and maintenance of 1 no. 6-7 KVA, 220V AC,
Diesel Generator and one Licensed electrician for a period of 3 years
at Hugli Point Station under Marine Department of SMP, Kolkata.**

Ref: Your Work Order No. _____ dated _____

Sir,

I/We agree to carry out the subject work as per terms of the Work Order under reference and in compliance to the Tender stipulations.

I/We will commence the work from _____ *(insert date)* or as instructed by you/ your representative.

Yours faithfully,

**Authorized Signatory
(Company Seal)**

Annexure – XII**Check List****Tender No. : MRN/CH/DRW/167/21 dated 27.07.2021***(Bidders are requested to check the list given below while uploading their offer by check mark or the reason where not applicable)*

Sl. No	Document/Proof	(Yes/No)	Reference Document Tag / Remarks
1	Photocopy of Bid Document Fee payment proof		
2	Brief particulars of the Firm (Form – A)		
3	Details of similar work carried out by the firm with value of each work supported by authentic documents with Work order / Agreement, Performance Certificate, etc.		
4	A separate letter addressed to the Director, Marine Department confirming that the Tenderer has accepted all terms and conditions laid down in the bid document		
5	Details of ECS like (i) Name of the Bank with Code No., (ii) Address, (iii) A/C No., (iv) Name of the Branch (IFSC Code) with MICR Code/RTGS as applicable (Annexure – X)		
6	Copy of Trade License		
7	Copy of GST Registration Certificate		
8	Copy of PAN Card		
9	Certified copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable		
10	The details of Generator proposed to be supplied for the purpose (as per enclosed format in Annexure – E)		
11	Letter of authority, if any		
12	Filled up Form of Tender as per Annexure – I		
13	Indemnity Bond as per Annexure – V		
14	Audited Annual Accounts for 2018-19, 2019-20 & 2020-21, supported by a Certificate from a Chartered Accountant		
15	ESI Reg. No. (if any), or filled-in Annexure – IV		
16	Copy of Current E.P.F. Registration or in case they are exempted under Provident fund Act, filled-in Annexure – VII		
17	Copy of NSIC certificate (if any)		
18	An undertaking as per format, given in Annexure -XI		
19	Declaration regarding ban / delisting / debarment		
20	Certificate/declaration of compliance with Minimum Wages Act		
21	A declaration that the Generator is free from all encumbrances and lien except for loan from financial institution		