



SYAMA PRASAD MOOKERJEE PORT, KOLKATA

KOLKATA DOCK SYSTEM

DIRECTOR, MARINE DEPARTMENT
15, Strand Road, Kolkata - 700 001
Telephone no. 033-2230 3214, Extn- 2375 (033-22303451),
FAX No. 033-22303271,

Email: dmd@kolkataporttrust.gov.in

Website : www.smpportkolkata.shipping.gov.in

BID DOCUMENT FOR COLLECTION AND DISPOSAL OF USED OIL AND WASTE OIL FROM SHIPS VISITING KDS.

Tender No. MRN/UO/WO/ 31 /2022

ISSUED BY :

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

May 2022

**SYAMA PRASAD MOOKERJEE PORT, KOLKATA
MARINE DEPARTMENT**

1.0 NOTICE INVITING TENDER

Tender No. MRN/NC/UO-WO/31/2022

Date: May 2nd , 2022

Tender under single stage single part system (Techno commercial bid & Price bid) are invited from bonafide Indian firms meeting the following Pre-qualification Criteria for collection and disposal of Used Oil and Waste Oil generated from Merchant/DCI/SMPK vessels within Kolkata Dock System for a period of three years.

2.0 Pre Qualification Criteria:

Section A- Used oil : Means any oil derived from crude oil or mixtures containing synthetic oil including used engine oil, gear oil, hydraulic oil, turbine oil, compressor oil, industrial gear oil, heat transfer oil, transformer oil, spent oil and their tank bottom sludge and suitable for refining but does not include waste oil.

Section B- Waste oil : Means any oil which includes spills of crude oil, emulsions, tank bottom sludge and slop oil generated from ships and is unsuitable for refining, but may be used as fuel in furnaces.

Tenders can be submitted either for “Section A” or for “Section B” or for both the sections for which they should meet the following pre-qualification criteria.

- 2.1 The firm must have valid Registration Certificate cum Pass Book for re-refining/recycling of hazardous wastes in the particular section for which they intend to bid for, issued by Central Pollution Control Board/State Pollution Control Board, for minimum 10 MT per annum for Section A and for minimum 200 MT per annum for Section B.
- 2.2 The firm must have Consent to Operate under Section 25 & 26 of the Water (Prevention and Control of Pollution) Act, 1974 and Section 21 of the Air (Prevention and Control of Pollution) Act, 1981 from Centre/State Pollution Control Board.
- 2.3 The firm must have Grant of Authorization under the provision of the Hazardous Wastes (Management, Handling & Trans-boundary Movement) Rules, 2016 & amendments made thereafter by Centre/State Pollution Control Board.
- 2.4 The firm must have the capacity to engage a barge of 100 KL capacity for the entire period of contract so as to collect used / waste oil from riverine jetties at Baj Baj and also from berths at KPD & NSD.

Appropriate certification against each of the above four pre qualification criteria to be submitted for the relevant section they intend to bid for, without which the bid will not be considered.

The bid document may be seen from the RailTel Portal: <https://SMPK.enivida.in>. Corrigenda / addendum or clarification, if any, shall be hosted on the above mentioned website only. The tender is also published on SMPK website (www.smporkolkata.shipping.gov.in).

3.0 SCHEDULE OF TENDER (SOT)

a. Tender No.	MRN/NC/UO-WO/31/2022, dated May 2 nd 2022
b. Mode of Tender	e-Procurement System (Online Single Part Techno-Commercial Bid and Price Bid through RailTel Portal: https://SMPK.enivida.in) . The intending bidders are required to submit their offer electronically through e-tendering portal only. No physical tender is acceptable by Syama Prasad Mookerjee Port, Kolkata.
c. Earnest Money deposit (EMD)	The bidders shall be required to deposit Rs. 10,000 /- (Rupees Ten Thousand only) as EMD, payable to Syama Prasad Mookerjee Port Kolkata through RTGS / NEFT as per tender stipulation. The Bank details given below .
d. Tender Document Fee	Rs 590/- including GST to be paid to Syama Prasad Mookerjee Port, Kolkata separately by RTGS / NEFT along with their offer directly into the designated bank account of 'Syama Prasad Mookerjee Port, Kolkata'. Name of Bank & Branch: Indian Overseas Bank, Current Account No. : 227002000000018. IFS Code : IOBA0002270. Concerned vendors / contractors must ensure that the remitting bank positively enters their name and Tender no. in the 'Sender to Receiver' column at the time of making payment of Bid document fee by RTGS / NEFT. Details of Bid document fee remitted should be entered by the participating vendor / contractor in the space provided in the e-tender as indicated hereunder. a. Name of remitting vendor / contractor: b. Tender No: c. Amount remitted: d. Date of remitted: e. U.T.R No.
e. Date of NIT available to parties to download	From 02.05.2022
f. Offline Pre-bid meeting date and time	At 1200 hours on 09.05.2022 at SMPK Head Office, 15, Strand Road, Kolkata-700 001 in the room of Director, Marine Department.
g. Last date of submission of physical submission of EMD	N.A.
h. Date of starting of e-tender for submission of online Techno-Commercial Bid & Price Bid at https://SMPK.enivida.in	17. 05.2022
i. Date of closing of e-Tender for submission of online Techno-commercial & Price Bid at https://SMPK.enivida.in	Upto 1400 hours on 24.05.2022. There will be no extension to this submission date.
j. Date & Time of opening Techno-commercial bid & Price Bid.	On 25.05.2022 after 1400 hours.

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

Dy. Director-II,
Marine Department,
Tender Inviting Authority.

4.0 Important Instructions for e-Tender.

Bidders are requested to use internet Browsers Firefox version below 5.0/Internet Explorer version 8 or above and Java 8 update 151 or 161.

System Requirement:

- Windows 7 or above Operating System
- Google Chrome
- Signing type digital signature

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

Contact Persons (SMP, Kolkata):

Capt Abhijit Ghosh, Deputy Director-1, Phone: 033 7101 2377, Mobile: 9836298699,
E-mail: a.ghosh@kolkaporttrust.gov.in

D.J. Mukherjee, Deputy Director-II, Phone: 033-71012362, Mobile: 9432244737,
E-mail: djmukherjee@kolkataporttrust.gov.in

Contact Persons (Enivida Portal):

Phone No.7278929467/8448288981

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

5.0 TENDER AUTHORITY

Dy. Director-II, Marine Department,
Syama Prasad Mookerjee Port, Kolkata,
15, Strand Road, Kolkata-700 001,
Phone : 033-2230-3451 Extn.362, VOIP: 033 7101 2362
Telefax: 033-2231-0105 Fax No.033-2230-4901
e-mail djmukherjee@kolkataporttrust.gov.in
website : www.smporkolkata.shipping.gov.in

6.0 **INSTRUCTION TO BIDDERS**

- 6.1 Tender with supporting documents shall be submitted online as stipulated in the tender.
- 6.2 The bidder before filing and submitting the tender is expected to thoroughly examining the tender documents including all instructions, forms, terms, specifications, schedules failure/omission to furnish the information required by the tender document on submission of a bid which is not substantially responsive to the tender requirement will result in the rejection of such tender.
- 6.3 Mere downloading of tender document shall not mean that a particular bidder will be automatically considered qualified and their bid will be entertained. Such qualifications will be reviewed at the time of evaluation of bids.
- 6.4 In case there is an unscheduled Holiday / Bandh / Strike on the prescribed last date of submission, the next working day will be treated as the scheduled prescribed day for the same.
- 6.5 Tender document (non-transferable) will be available on ENIVIDA Portal <https://SMPK.enivida.in> and SMPK website : smporkolkata.shipping.gov.in .
- 6.6 Syama Prasad Mookerjee Port, Kolkata, reserves the right to reject any / all tenders or to accept any tender in whole or in part without assigning any reason whatsoever.
- 6.7 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. Syama Prasad Mookerjee Port, Kolkata, may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 6.8 The Bid Document 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.
- 6.9 Price Bids, containing any sort of qualifying expressions will be rejected.
- 6.10 Syama Prasad Mookerjee Port, Kolkata, reserves the right to ask anyone of the bidders, who have submitted their price quotations, to submit a break-up of the submitted prices with adequate justification to establish for each such component. Bidders to confirm in writing in the form of Tender that should Syama Prasad Mookerjee Port, Kolkata, deem it necessary to ask for such a break up of quoted price, they will be duty bound to provide justification to the same failing which or if their justification of prices are found unacceptable to SMPK, their Tenders may be cancelled by Syama Prasad Mookerjee Port, Kolkata.
- 6.11 The General conditions of contract as may be downloaded from SMPK website: 'Homepage - Rules and Regulations- Non Service Regulation' shall be applicable wherever relevant.
- 6.12 The bidders must upload all the documents required as per Pre-qualification criteria and the documents enlisted under techno-commercial bid and Price-bid, failing which the tender shall lead to disqualification. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
- 6.13 Syama Prasad Mookerjee Port, Kolkata may ask further documents related to experience of similar works if they are not satisfied with the submitted documents. If the work order(s) and Performance Certificate (s) submitted by the bidder are found to be improper, the tender offer will be liable for cancellation.

- 6.14 Bidders shall sign their proposal and all attached documents with the exact name of the firm to whom the bid document has been issued. The bid shall be duly signed and sealed by an authorised executive officer of the bidder's organisation.
- 6.15 Bidders should indicate at the time of quoting against this bid their full postal and Telephone/Telex/E-mail address.

7.0 **MODE OF SUBMISSION OF BID**

The Tenders either for Section-A & Section-B or for both the sections as may be relevant are to be submitted online in single part without any deviation and condition.

The bid shall contain the following documents:-

- A) Brief particulars of the firm mentioning company's registration.
- B) Copies of Audited Balance Sheet and Profit & Loss A/c. for last 3 years (i.e. 2018- 19, 2019- 20 & 2020-21).
- C) Details of of EMD payable through RTGS / NEFT, to SMPK.
- D) A separate letter addressed to Dy. Director-II, Marine Department confirming that the bidder has accepted all terms and conditions laid down in the Bid Document.
- E) Details of supervision and liaison set up planned to be used for supervision and co-ordination of the work.
- F) Price Bid as per Format without any condition or deviation.
- G) Form of tender duly filled in Bidder's Letter Head.
- H) A declaration that the firm has not be debarred/de-listed by any Govt. / Quasi- Govt. / Public Sector Undertakings.
- I) Authentic documents relating to registration under GST Authority and ESI Authority as applicable.
- J) Copy of Current Trade License as applicable.
- K) A covering letter addressed to Dy. Director II, Marine Department as per the format given at **Annexure-VII**

In case the firm is not covered under ESI Act, or exempted, they would furnish necessary documents from appropriate authority along with an affidavit in original affirmed before a first Class Judicial Magistrate in a non judicial stamp paper worth Rs.10/- to that effect as per enclosed SMPK approved format enclosed. In addition, the bidders not having ESI registration must also indemnify SMPK against all damages and accidents occurring to their labour in a non-judicial stamp paper worth Rs.50/- as per enclosed format.

- L) All forms and format duly filled in as given at Appendixes.
- M) Valid Professional Tax Clearance Certificate/up-to-date tax payment challan.
- N) Authentic Performance Certificate of similar completed previous works carried out mentioning total value of work and period of completed works.
- O) Power of Attorney in original in connection with signing the tender document.
- P) Proof of possessing valid Employees' Provident Fund (EPF) Account. Copy of Current P.F. Statement / PF Registration Certificate.

In case they are exempted under Provident fund act, they would furnish necessary documents issued by appropriate authority along with an affidavit affirmed before a first class Judicial Magistrate to the effect as per enclosed Proforma.

- Q) Photo Copy of PAN Card and details of ECS like (i) Name of the Bank with Code No., (ii) Address, (iii) A/C No., (iv) Name of the Branch with MICR Code/IFSC (for outsiders).
- R) Self declaration of compliance of Contract Labour Regulation Abolition Act (1970), Workmen Compensation Act and Minimum wage Act.

8.0 UNDERTAKING:

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

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

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

THE DOCUMENTS UPLOADED BY THE BIDDERS WILL BE SCRUTINIZED. IN CASE ANY OF THE INFORMATION FURNISHED BY THE BIDDER IS FOUND TO BE FALSE DURING SCRUTINY, EMD OF THE DEFAULTING BIDDER(S) WILL BE FORFEITED. PUNITIVE ACTION INCLUDING SUSPENSION AND BANNING OF BUSINESS CAN ALSO BE TAKEN AGAINST DEFAULTING BIDDER(S).

9.0 SCOPE OF WORK:

- 9.1 All vessels generate some amount of used oil, waste oil during their normal operation which is stored either in drums or in the slop tanks of the vessel. Such oil needs to be collected and disposed of from all Merchant Vessels as well as from SMPK owned vessels, shore stations and DCI vessels as per International Convention for Prevention of Marine Pollution from ships (MARPOL-73/78) and Hazardous Waste (Management, Handling & Trans-boundary Movement) Rules 2016 of the Ministry of Environment and amendments made thereafter by Centre/State Pollution Control Board.
- 9.2 The job involves collection of used oil & waste oil generated from Merchant/DCI/SMPK vessels at KPD, NSD, riverine jetty at Baj Baj and from SMPK launches at riverine jetty at Haldia. Entire work has been divided into two sections i.e. Section-A and Section- B.
- 9.3 Obtain necessary permissions from Customs and other Statutory Authorities for carrying out the operation as may be necessary at their own cost.
- 9.4 Maintain appropriate records of collection of used oil and waste oil from individual vessels and submit a monthly report to Syama Prasad Mookerjee Port, Kolkata and State Pollution Control Board and/ or other Statutory Authorities as required.
- 9.5 Obtain certificate from the concerned vessel/ shore station about the quantity of used/waste oil collected and submit the same to SMPK within a week of completion of the work in Annexure III of MEPC.
- 9.6 To get the hazardous waste manifest (Form 10) signed by Syama Prasad Mookerjee Port, Kolkata official for the used/waste oil collected from vessel on every occasion for onward submission to State Pollution Control Board and/or any other regulatory authority.
- 9.7 Make arrangements to transport the collected used oil/waste oil to their own premises, at their own cost, and compliance of necessary formalities. Syama Prasad Mookerjee Port, Kolkata will not be responsible in anyway in this regard.
- 9.8 All road transport to be used for transportation of used oil/ waste oil should be fitted with tracking devices for monitoring its movement so as to ensure end to end disposal of Hazardous waste as per requirement of IMO.
- 9.9 Submit Registration Certificate cum Pass Book issued by Central Pollution Control Board/State Pollution Control Board to representative authorized by Engineer of the contract every month for making necessary entry for the quantity collected.

- 9.10 Collect the used oil & waste oil on “as is where is basis” as per the quantity indicated in the work order issued from time to time by Engineer of the Contract or his authorized representative. Small quantity of oil floating in engine room bilges of the vessels or in enclosed dock area will have to be collected by mops with labourers. If required, contractor has to pump out the oily water/waste oil from tanks, as per vessels requirement.
- 9.11 To obtain dock permit for his workmen from Syama Prasad Mookerjee Port, Kolkata after submission of requisite document and fees. The workmen to wear Helmet, Reflective jackets & Safety Shoe while working inside Docks.
- 9.12 Make necessary arrangement of his own for collection of used/waste oil without hampering Port operations.
- 9.13 The Contractor in addition is to carry out the following:
Mobilize adequate manpower for cleaning the river banks and docks in case of accidental spillage per specific instruction from Engineer of the Contract or his authorized representative. Such work has to be carried out within 24 hrs. of issuance of specific instructions. No payment will be made by SMPK for the said work.
- 9.14 It should be clearly understood that SMPK will not be involved in any manner with regard to the quality of the used/waste oil disposed of by ships. No reference, whatsoever, will be entertained from the contractor in this regard.
- 9.15 **Other Oily waste generated from vessels having no resale value like Slops Water / Bilges / Oily Water/ Oil Rags, under the category of Waste Oil, shall also be collected by the selected contractor from ships, against charges to be quoted while submitting the bid and SMPK shall not charge as per the rate of Royalty. Such charges shall be paid by the vessel owner/ agent and the Lowest of such quoted charges by the bidder shall be considered. The disposal mechanism of such oily waste, should also be clearly mentioned.**
- 9.16 To upload the quantity of Waste oil/ Used oil removed from each vessel, in Swacch Sagar Portal available in Directorate General of Shipping Website.

10.0 SPECIAL CONDITIONS OF CONTRACT:

- 10.1 Necessary insurance coverage, if any, for workmen is to be arranged by the contractors for which no payment will be made by SMPK and any liability/dispute arising out of these shall not have any bearing upon SMPK.
- 10.2 The contractor shall use only registered crafts/barges for collection/ disposal. The crafts/barges shall be insured against wreck and pollution liability.
- 10.3 No complaint from the contractor will be entertained on the quality of used oil/ waste oil collected from the different vessels/stations.
- 10.4 SMPK shall in no manner be responsible for accident, injury or loss of life to the personnel engaged by the contractor.
- 10.5 No sub-contracting of the work will be allowed. The work to be carried out by the employee on role of the Contractor.
- 10.6 The contractor shall have to follow all the relevant Labour Laws which are in force and Trustees shall not be responsible in case of any violation thereof in any way. The Contractor shall have to settle or to pay all damages or claims if any passed by any legal authority in case of any dispute between his labour and vessel(s) on which he is deputed to work.
- 10.7 The contractor shall be deemed to have indemnified the trustees against all claims, demands, actions and proceedings and all costs arising there from on account of :
10.7(i) Payment of all royalties, local taxes other payments of compensation, if any, for getting all materials and equipment required for work.

- 10.7(ii) Pollution of water way and damage caused to river, lock, or other structure related to water way during the course of work.
- 10.7(iii) Any damage arising due to handling of oil or transportation within docks or in the river would be the responsibility of the contractor.

- 10.8 The job is to be carried out under supervision and to the satisfaction of Engineer of the Contract or his authorized representative.
- 10.9 In case of any dispute, decision of the Director, Marine Department, SMPK shall be final and binding on the contractor.
- 10.10 The contract will automatically come to an end if the State Pollution Control Board withdraws its permission or refuses to extend the same during the period of contract. In such case the security deposit will be forfeited.

11.0 Deadline for submission of tender :

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

12.0 OTHER INSTRUCTIONS :

- 12.1 Bidders are advised to submit quotation online based upon Technical Specification, Terms & Conditions, Scope of Work, Special Conditions of Contract contained in the Bid Documents and General Conditions of Contract (GCC) and not to stipulate any deviation. The General Conditions of Contract of Kolkata Port shall be applicable wherever relevant. Should it, however, become unavoidable, deviations should be suggested during Pre-Bid meeting. SMPK reserves the right to accept or reject the suggested deviations. No deviation from the laid down conditions of the Bid Document is firm unless it is notified by SMPK.
- 12.2 Syama Prasad Mookerjee Port, Kolkata will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.
- 12.3 The work is to be done as described in Bid-Documents. The Bidders who need clarifications on any specific issue shall inform the Engineer in writing well in advance of the date of Pre-Bid discussion at the address given below.
- 12.4 The bidders are advised to examine the tender documents carefully and if the bidders find any discrepancy or omission in the Bid Document or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer, who may send a written explanation to the queries. No oral interpretations shall be made by any Bidder as to the meaning, if any, of the provisions of the Bid Documents. Every request for an interpretation shall be in writing, addressed and forwarded to the Engineer who shall be the point of contact at the following address:-
 Dy. Director-II,
 Marine Department
 Syama Prasad Mookerjee Port, Kolkata,
 15, Strand Road,
 Kolkata-700 001.
- 12.5 The bidders may please note that the Syama Prasad Mookerjee Port, Kolkata will not entertain any correspondence or queries on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Syama Prasad Mookerjee Port's Offices for making such enquiries. Should Syama Prasad Mookerjee Port, Kolkata find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by Syama Prasad Mookerjee Port, Kolkata.

- 12.6 Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder. Syama Prasad Mookerjee Port, Kolkata may reject, accept or prefer any bid without assigning any reason whatsoever.
- 12.7 Fax / e-mail offers / physical offer will not be considered. Bidders should prepare their bid themselves. Bids prepared by agents will not be recognized. SMPK will not be liable for any financial obligation in connection with any work until such time, SMPK communicates to the successful bidder in writing its decision to entrust the work.

13.0 Amendment of Tender Documents :

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

14.0 EARNEST MONEY DEPOSIT (EMD):

The Bidders shall be required to deposit an amount of Rs. 10,000./- (Rupees Ten Thousand thousand only) as Earnest Money Deposit [EMD] payable to Syama Prasad Mukerjee Port Kolkata through RTGS / NEFT as per stipulation. Concerned vendors / contractors must ensure that the remitting bank positively enters their name and Tender no. in the 'Sender to Receiver' column at the time of making payment of Earnest Money Deposit by RTGS / NEFT. Details of Earnest money remitted 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) U.T.R. No. :

Tender submitted without requisite Earnest Money and cost of tender paper will be liable for rejection.

Earnest Money of unsuccessful bidders will be refunded within 2 months of opening of Price Bid or on finalization/acceptance of tender, whichever is earlier without interest. Tender submitted without EMD shall not be considered.

After conclusion of tender process, EMD of successful bidder will be returned without interest after submission of Security Deposit. In case, the successful bidder fails to accept the contract or fails to submit the Security Deposit, the EMD will be liable for forfeiture.

For Micro & Small Enterprise (MSEs) registered with NSIC:-

Micro & Small Enterprises (MSEs) shall submit the following documents for availing themselves of waiver of EMD. Valid NSIC registration certificate with list of store/item / services/ works for which registration is issued. OR

Certificate of DIC or Aadhar based MSME certificate where the categories of firms i.e. Micro or Small is mentioned

15.0 SECURITY DEPOSIT:

Successful Bidder will submit 'Security Deposit' for a sum equivalent to Rs.5,00,000/- (Five Lakhs Only) for Section A and a sum of Rs.10,00,000/- (Ten Lakhs Only) for Section B, (or Rs 15, 00,000/- for both the Sections), either in Bankers Cheque/Pay Order / Demand Draft in favour of "Syama Prasad Mookerjee Port, Kolkata", from a Nationalised Bank payable at Kolkata, within ten days after issuance of LOI.

SMPK shall en-cash the Security Deposit in the event of the contractor fails to comply with the conditions of the contract or when the contractor has defaulted for more than 15 days to commence operation at the order of authorized officer or when any amount is to be recovered from the contractor as usual payment to SMPK on rate offered to SMPK as per price bid or penalty or deduction

and the contractor fails to remit such amount within 30 days after due notice given in this regard.

The Security Deposit will be released without any interest after successful completion of the contract after deduction of any amount that may be due to SMPK.

16.0 INSTRUCTION FOR FILLING THE BIDS

- 16.1 The bid can only be submitted in the name of the bidder.
- 16.2 The bidders shall sign their proposal and all attached documents with the exact name of the firm who has downloaded the bid document.
- 16.3 Bidder should indicate at the time of quoting against this bid their postal / e- mail address and telephone and fax numbers.
- 16.4 Syama Prasad Mookerjee Port, Kolkata, reserves the right to ask any one of the bidders, who have submitted their price quotations to submit a break-up of the submitted prices with adequate justification to establish for each such component.

Bidders shall confirm in writing in the form of Tender that should Syama Prasad Mookerjee Port, Kolkata, deem it necessary to ask for such a break up of quoted price, they will be duty bound to do so as requested to SMPK and they shall be further duty bound to provide justification to the same, failing which or if their justification of prices are found unacceptable to SMPK, their Tender may be cancelled by Syama Prasad Mookerjee Port, Kolkata.

17.0 PRICING OF THE BID

General

The Bid shall be quoted in and as per format of Price Bid and in Indian Rupees.

Validity of Price Bid:

The Price Bid shall be valid for acceptance for a minimum period of 180 (one hundred eighty) days from the scheduled date of opening of the Bid).

18.0 Risk Purchase

The Contractor will be issued a Work Order with a notice of 48 hrs. for collection of used oil/waste oil indicating therein the expected quantity to be received and the vessels position. If the contractor fails to undertake the work within the period of vessels stay at Kolkata Dock System, SMPK would be at liberty to get the work done through any of the registered refiner of State Pollution Control Board/ Central Pollution Control Board and necessary shortfall in income of SMPK, if any, for the same will be recovered from the Security Deposit maintained by the contractor with SMPK. However, the Engineer of the Contract may waive such penalty if he is satisfied that the reasons for not undertaking the work are beyond the control of the contractor.

19.0 Termination of Contract

- 19.1 In case of failure on the part of the contractor to carry out any of the assigned works as per contract. For three such consecutive failures, SMPK would be at liberty to terminate the contract without any further notice and forfeit the Security deposit. In such an eventuality, SMPK will be at liberty to get the work done through H-2 bidder or any of the willing bidder of the respective section at H-1 rate till finalization of the new contract.
- 19.2 Consent to Operate under Section 25 & 26 of the Water (Prevention and Control of Pollution) Act, 1974 and Section 21 of the Air (Prevention and Control of Pollution) Act, 1981 & Grant of Authorization under the provision of the Hazardous Wastes (Management, Handling & Trans-boundary Movement) Rules, 2016 & amendments made thereafter by Centre/State Pollution Control Board to remain valid during the entire period of the Contract failing which the contract will be terminated forthwith.

20.0 Interpretation of Terms

- 20.1 Dy. DIRECTOR, MARINE DEPARTMENT: The expression 'Dy Director, Marine Department' means the office holding the post under Syama Prasad Mookerjee Port, Kolkata.
- 20.2 ENGINEER OF THE CONTRACT: The 'Engineer of contract' means Dy Director, Marine Department for the purpose of this contract only.
- 20.3 The "CONTRACTOR" shall mean the person or persons, firm or company or corporation or joint venture whose bid has been accepted by OWNER and includes the CONTRACTOR'S Legal Representatives, his successors and permitted Assigns.
- 20.4 "MONTH"- Means English Calendar month.
- 20.5 "LETTER OF INTENT" "Letter of Intent" means the formal acceptance by SMPK of the tender.
- 20.6 "TENDER" "Tender means the Contractor's priced offer to SMPK for the execution and completion of the works and the remedying of any defects therein in accordance with the provisions of the contract, as accepted by the Letter of Intent.

21.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION

- 21.1 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.
- 21.2 If the Contractor is dissatisfied with any such decision of the Engineer/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.
- 21.3 If there is still no settlement as mentioned at Clauses 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.
- 21.4 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.
- 21.5 The place / jurisdiction of arbitration shall be in Kolkata, West Bengal, India.
- 21.6 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.

- 21.7 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.
- 21.8 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.
- 21.9 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.

22.0 Period of Contract: Three Years from date of Work Order.

23.0 POLICE VERIFICATION CERTIFICATE

The successful contractor will be required to submit local Police Verification certificate for all its employees engaged in the operation for the work.

24.0 Evaluation Criteria

Price Bid will be evaluated on the basis of the highest offer received amongst the bidders as per the evaluation criteria mentioned in the price bid separately for each Section 'A' and 'B'. GST for the quoted rates will be payable to SMPK in addition. Duties and taxes would not be considered for evaluation. Other Oily waste generated from vessels having no resale value like Slops Water / Bilges / Oily Water/ Oil Rags, under the category of Waste Oil, shall not be considered for evaluation and the Lowest (L1) shall be considered.

25.0 List of enclosed formats

Format of Price Bid.

Form of tender

Format of Agreement.

Format of affidavit for ESI exemption.

Format for Indemnity bond.

Format of Affidavit for Provident Fund exemption.

Format for Power of Attorney for signing of Tender.

26.0 Note:

The provision of the Special Conditions of Contract & Technical Specifications shall be deemed to override the provisions of the General Conditions of the Contract, only to the extent of such repugnancy or variation in Special Conditions of Contract & Technical Specifications, as are not possible of being reconciled with the provisions of General Conditions of contract.

PRICE BID
BILL OF QUANTITY

Section -"A" Bidders having authorization for collection of used oil only.

Sl. No.	Material & Description	Rate payable to SMPK (GST at the applicable rate {Presently-18%} will also be payable to SMPK in addition which will not be considered for evaluation)
1.	Used oil in 210 ltrs. Barrel (A)	Rs. per barrel.

Note : In addition, Wharfage charge as per Scale of Rates, as applicable, is also to be paid by the contractor to SMPK including applicable GST.

EVALUATION CRITERIA : [(10 X A) =

Date: _____

Signature of Tenderer with Seal

Name: _____

Address: _____

Section -,"B" Bidders having authorization for collection of waste oil only.

Sl. No.	Material & Description	Rate payable to SMPK (GST at the applicable rate {Presently-18%} will also be payable to SMPK in addition which will not be considered for evaluation)
	Waste oil (B)	Rs. per kl.

Note : In addition, Wharfage charge as per Scale of Rates, as applicable, is to be paid by the contractor to SMPK including GST.

EVALUATION CRITERIA : [(200 x B)] =

NOT FOR EVALUATION: (Lowest Rate offered shall be considered):

No.	ITEMS	Rate (excluding GST)
1	Slops Water per K.L.
2	Bilges per K.L.
3	Oily Water per K.L.
4	Oil Rags per Kg.
5	Others (if any)	

Date: _____

Signature of Tenderer with Seal

Name: _____

Address: _____

ANNEXURE-I
SYAMA PRASAD MOOKERJEE PORT, KOLKATA

MARINE DEPARTMENT
FORM OF TENDER

(To be submitted with Technical Bid)

TENDER NO. MRN/NC/UO-WO/31/2022

The Dy Director-II,
Marine Department,
Syama Prasad Mookerjee Port, Kolkata,
15, Strand Road, Kolkata-700 001.

I/We _____ of _____

having examined the tender in detailed including the quality of oil to be collected and disposed, Scope of Work, General and Special Conditions of Contract and Conditions of Tender, hereby undertake to execute and complete all works required to be performed in accordance with the Scope of Work, General and Special Conditions of Contract prepared by or on behalf of SMPK, for and at the rates and price set out in the Annexed Bill of Quantities from the date of order to commence the work up to the last date of contract period and in the event of our tender being accepted. I/we also undertake to enter into a contract, if required, to give effect to the acceptance of the tender.

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

Date:

Signature of Contractor

Name : _____

Address; _____

Annexure-II

FORMAT OF AGREEMENT (on Rs. 50/- STAMP PAPER)**AGREEMENT FOR COLLECTION AND DISPOSAL OF USED OIL AND WASTE OIL**

This Agreement made on theday of 2022, between the Board of Trustees of Syama Prasad Mookerjee Port, Kolkata, a body corporate constituted by the Major Port Trust Act 1963 (No. 38 of 1963) having its Head Office at 15, Strand Road, Kolkata-700001 hereinafter called “Trustees” (which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part

And

M/s..... having its 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 to authorize a contractor for collection and disposal of used oil and waste oil including the work specified in the Bid document should be carried out 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 finalized 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..... 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 contractor to the Trustees as hereinafter mentioned, the contractor hereby covenant with the Trustees to execute the work of collection and disposal of used oil and waste oil as per conditions & scope of work identified in documents noted in para-2 above and to the order of the Trustees for a period of three years in conformity in all respects with the provisions of the contract.
4. The Contractor also agree that SMPK will have the liberty to undertake the work through any other suitable party in case of the failure of the carryout the work in the manner set out in the Tender document.

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

Director,
Marine Department

Authorised Signatory of the Contractor.

The Common Seal of the contractor

Witness

1.....

2.....

Annexure-III

FORMAT OF AFFIDAVIT FOR ESI EXEMPTION

On the Rupees Ten Non judicial stamp paper BEFORE THE 1ST CLASS MAJISTRATE AT

AFFIDAVIT

I..... son ofaged about year, 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 Syama Prasad Mookerjee Port, Kolkata, the same should be mentioned in the affidavit.)

2. That my aforesaid firm is exempted from E.S.I. Act and the said firm has no valid E.S.I. registration.
3. That the present affidavit is to be files before the Syama Prasad Mookerjee Port, Kolkata, as per the clause No..... of the tender No issued by Syama Prasad Mookerjee Port, Kolkata in respect of the work.
(the work is to be mentioned.)

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

Identified by me.

DEPONENT

Annexure-IV
On Non-Judicial Stamp Paper of at least Rupees Fifty

INDEMNITY BOND

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

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

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

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

IN WITNESSETH WHEREOF I, the Partner/Proprietor/Director here to set and seal this theday of in the year at

Sureties:

Signature of the Indemnifier

a) Name :
 Signature :
 Address :

b) Name :
 Signature :
 Address :

c) Witnesses Name :
 Signature :
 Address :

Annexure-VFORMAT OF AFFIDAVIT FOR PROVIDENT FUND EXEMPTION ON THE RUPEES TEN
NON-JUDICIAL STAMP PAPER

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT.....

AFFIDAVIT

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

1. THAT I am the Proprietor/Partner/Director.....having office at
..... and carrying on business on the same name and style.

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

2. THAT my aforesaid Firm is exempted from Provident Fund Act and the said Firm has no valid Provident Fund Registration. In support of this statement copy of exemption certificate issued by provident fund authority is attached herewith.
3. THAT the present affidavit is to be filed before the Syama Prasad Mookerjee Port, Kolkata, as per the clause no..... of the Tender vide Tender No..... issued by the Syama Prasad Mookerjee Port, Kolkata, in respect of the work (the work is to be mentioned).

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

Identified by:.....

Deponent

Annexure-VI

Format For Power Of Attorney For Signing Of Tender
(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 10)

Dated:

POWER OF ATTORNEY
To whomsoever it may concern

Mr. _____ [Name of the Person(s)], residing at _____
 [Address of the person(s)], acting as _____ (Designation
 of the person and name of the firm), and whose signature is attested below, is hereby
 authorized on behalf of _____ [Name of the Tenderer (in case of a
 consortium, name of the lead member)] to sign the tender [(Tender No and
 (Tender subject- ".....")] and submit the same and is hereby further authorized to
 provide relevant information/ document and respond to the enquiry's etc. as may be required
 by Syama Prasad Mookerjee Port, Kolkata, (SMPK) in respect of the tender.

And I/ we hereby agree that all acts, deeds and things lawfully done by our said attorney shall
 be construed as acts, deeds and things done by us and I/ we undertake to ratify and confirm all
 and whatsoever that my / our said attorney shall lawfully do or cause to be done for me / us by
 virtue of the power hereby given.

(Attested signature of Mr. _____)

For _____ (Name of the Tenderer / Consortium
 Members with Seal)

Note -

(In case of Consortium, representative of all members must sign)

Annexure-VIICovering letter

Ref. No.

Dated:

The Director,
Marine Department.
Kolkata Dock System,
Syama Prasad Mookerjee Port,
15, Strand Road, Kolkata - 700001.

Dear Sir,

1. We _____ (Name of Tenderer having examined the Tender Document and understood its contents, hereby submit our Tender for _____ dt. _____)
2. All information and proofs provided in the Tender including Addendum and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.
3. We shall make available to Syama Prasad Mookerjee Port (hereinafter referred to as SMP, Kolkata) any additional information it may find necessary or require to supplement or Authenticate the Tender.
4. We, _____ (Name of Tenderer) hereby undertake that we will abide by the decisions of SMP, Kolkata in the matter of examination, evaluation and selection of Successful Tenderer and shall refrain from challenging or questioning any decision taken by SMP, Kolkata in this regard. We, further acknowledge the right of SMP, Kolkata to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We also certify the following
 - a) We have not been debarred by the Central / State Govt. or any entity Controlled by them or any other legal authority from participating in any Tender /Contract / Agreement of whatever kind
 - b) We have also not been expelled from any project or contract nor have had any contract terminated for breach in the last 3 years ending on the date of opening of the techno commercial part of the tender.
6. We declare that:
 - a) We have examined and have no reservations to the Tender Document, Including the Addendum, if any, issued by SMP, Kolkata thereon.
 - b) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.
7. We understand that SMP, Kolkata reserves the right to accept or reject any tender and to annual the tendering process and reject all tenders at any time without any obligation for such acceptance, rejection or annulment without assigning any reason thereof.

Yours faithfully,

Signature of Tenderer

Name _____
Designation _____
Date _____
Seal: