

KOLKATA PORT TRUST
HARBOUR MASTER(RIVER)'S OFFICE
MARINE DEPARTMENT
FAX: 91-033-24391853

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TENDER NOTICE NO: MRN/HMR/44/716 Dated 01/10/2015

TENDER FOR SUPPLY, DELIVERY, TESTING & COMMISSIONING OF 74 numbers IMO standard Wifi AIS pilot plugs with built in GPS (GAGAN enabled), with automatic polarity detector and corrector, accessories etc including Comprehensive Annual Maintenance Contract (CAMC) for four years after the free warranty period of one year.

Subject / Work title:	SUPPLY, DELIVERY, TESTING & COMMISSIONING OF 74 numbers IMO standard Wifi AIS pilot plugs with built in GPS (GAGAN enabled), with automatic polarity detector and corrector (hereafter referred to as WiFi AIS Pilot Plug), accessories etc including Comprehensive Annual Maintenance Contract (CAMC) for four years after the free warranty period of one year.
Cost of Tender document	Rs. 1000/- (non-refundable)
Last date of sale of Tender Document	29/10/2015 up to 12:00 hrs.
Pre-Bid Meeting	15/10/2015 at 11:00 hrs.
Last date for submission of Tender	29/10/2015 by 12:00 hrs.
Date of opening the Techno Commercial part	29/10/2015 at 1400 hrs.
Date of demonstration of WiFi AIS Pilot Plug	03/11/2015 from 1000 hrs.
Date of opening Price Bid	06/11/2015 at 1400 hrs.
For details	Please log on to www.kolkataporttrust.gov.in and www.eprocure.gov.in



KOLKATA PORT TRUST

HARBOUR MASTER(RIVER)'S OFFICE

MARINE DEPARTMENT

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NOTICE INVITING TENDER (NIT)

TENDER NOTICE NO: MRN/HMR/44/716

Dated: 01/10/2015

TENDER NOTICE FOR SUPPLY, DELIVERY, TESTING & COMMISSIONING OF 74 numbers IMO standard Wifi AIS pilot plugs with built in GPS (GAGAN enabled), with automatic polarity detector and corrector (hereafter referred to as WiFi AIS Pilot Plug), accessories etc including Comprehensive Annual Maintenance Contract (CAMC) for four years after the free warranty period of one year.

Duplicate sealed offers in three parts system i.e. (i) Cost of Tender Documents and instrument for EMD of Rs 59000/- (ii) Techno Commercial bid and (iii) Price bid in separate envelope are invited for Delivery, Supply, Testing & Commissioning of 74 numbers WiFi AIS Pilot Plugs including CAMC for four years at no extra cost, after one year free warranty period from reliable and authorised bonafide agencies/firms of repute, having experience in supplying, maintaining and satisfactorily completing similar works on turnkey basis.

The following must be satisfied by the prospective bidders for eligibility and supporting documents to be furnished with the offer:

Pre-Qualification Criteria.

1. Average annual financial turnover during the last three years ending 31st March 2014 should be at least Rs 9 Lakhs.
2. Experience of having successfully completed similar works on turnkey basis during the last seven years extending up to the last day of the month previous to the one on which NIT is invited, should be either of the following :
 - a) 3 similar works completed satisfactorily and still successfully in operation costing not less than the amount equal to Rs12 lakhs in each occasion.

OR

- b) 2 similar works completed satisfactorily and still successfully in operation costing not

less than the amount equal to Rs15 lakhs in each occasion.

OR

- c) One similar works completed satisfactorily costing not less than the amount equal to Rs24 lakhs.
- d) Claims for fulfilling the above criteria must be adequately supported by appropriate documents like work order, performance certificate from clients, Company's Annual Reports, Audited Balance Sheet, Profit and loss account for last 3 Years, duly authenticated by the bidder.

Similar Work means supply/maintenance of Marine Electronic Navigational Equipments.

Bidders who satisfy the conditions of the Techno Commercial part will be required to give a satisfactory demonstration of the equipment on 03/11/2015 at about 1000 hrs to qualify in the Techno .Commercial Part. KoPT will only provide vessel, laptop and power supply. Demonstration is to be arranged by the bidder at his risk, responsibility and cost. The KoPT reserves the right to reject the bid of the tenderer who fails to give a satisfactory demonstration of the equipment.

The selected Bidders/Agency/Firm will be required to give free warranty for the supplied equipment for a period of ONE year after acceptance by KoPT in totality and follow it up by a Comprehensive Annual Maintenance Contract (CAMC) for a period of 4 years thereafter including supply of all spares, PCB's, consumables etc all inclusive.

The intending bidder may download the tender document from the KoPT Web site www.kolkataporttrust.gov.in after satisfying himself with the above necessary credentials with regard to supply of such equipment, costs, completion time, commissioning and maintenance etc.

The information being provided in the tender document does not relieve the successful bidder from carrying out the works to suit the specified needs. The bidder shall use any and every other methods to ensure adequacy of their offer.

The EMD should be in the Indian currency in the form of Demand Draft / Pay order drawn in favour of Kolkata Port Trust payable at any scheduled bank at Kolkata from any schedule banks operating at Kolkata without which tender will be declared as invalid.

The earnest money will be released to the unsuccessful bidders without any interest after the present tendering process is completed. The EMD will be converted into a part of Security Deposit in case of the successful bidder.

The Tender Document can also be procured from the Harbour Master(River)'s Office, Kolkata Port Trust, Subhas Bhaban, 40, Circular Garden Reach Road, Kolkata – 700 043, West Bengal, India on and from 05/10/2015 during office hours on payment of non-refundable sum of Rs. 1,000/- only by Demand Draft / Pay Order drawn in favour of Kolkata Port Trust payable at any scheduled bank in Kolkata up to 1200 hrs on 29/12/2015 . No other mode of remittance will be allowed. Those who will download the tender documents from the KoPT Web site are also required to pay Rs.1,000/- (Rupees One thousand) by demand draft / Pay order as cost of tender document during submission of offer otherwise their offer will be treated as invalid.

Pre Bid Meeting

The pre-bid meeting will be held on 15/10/2015 at 11:00 hrs. at Harbour Master(River)'s Office, 40, Circular Garden Reach Road, Kolkata – 700 043. Tenderers who have purchased the Tender Document with requisite fees or downloaded the same, are advised to attend the pre bid meeting in order to make themselves fully aware of the conditions, scope of the work. In the event of non

attendance in the pre bid meeting by the tenderers, it would, however be assumed that the tenderer has fully considered all factors, risks and contingencies which may have direct and indirect impact on his expenses and profit from the work and no correspondence from the tenderer in this regard would be entertained. “The record note of discussion” of the pre bid meeting, if circulated, would also be made available in the web site of the Kolkata Port Trust which will form the integral part of the tender and will be binding on all bidders.

The last date and time of receipt of tender is up to 12:00 Hrs. on 29/10/2015 . Tenders received after the notified date and time will not be entertained. Techno commercial bids will be opened at 14:00 hrs. on the same date i.e. 29/10/2015 in the office of the Harbour Master (River)'s, Subhas Bhaban, 40, Circular Garden Reach Road, Kolkata – 700 043, West Bengal, India in the presence of the authorised representatives of the bidders who may like to be present. The person representing the bidder should carry an authentication letter from the Agency/Firm. The demonstration of the equipment will be required to be given on 03/11/2015 at 1000 hrs. The Price Bid of the qualified bidders will be opened at 1400 hrs on 06/11/2015.

The Kolkata Port Trust is not bound to accept the lowest offer and may reject any or all offers in whole or part without assigning any reason thereof.

(J. Ghosh)
Harbor Master (River)

SCOPE OF WORK:

1. Delivery, Supply, Testing & Commissioning of 74 numbers IMO standard Wifi AIS pilot plugs with built in GPS (GAGAN enabled), with automatic polarity detector and corrector (referred to as “WiFi AIS Pilot Plug”) for interfacing with shipborne AIS Transponder
2. To provide Comprehensive Annual Maintenance Contract (CAMC) at Kolkata, including supply of spares and consumables/replacement (as required) at no extra cost for a period of 4 years from the successful completion of warranty period of ONE year (ie One year free warranty + 4 years CAMC).
3. Demonstration to KoPT Officers for configuring the equipment for use with Open Source OpenCPN Marine Navigation Programme on a Windows 8.1 or higher Laptop provided by KoPT.
4. The wifi AIS Pilot plugs will be used in Marine Department for the purpose of precise navigation/ pilotage in the Hugli River by interfacing it with shipborne AIS Transponder and Laptops with Marine Navigation Software.

SPECIFICATION OF WIFI AIS PILOT PLUG

- a) IMO standard Wifi AIS pilot plug with built in GPS (GAGAN enabled),with automatic polarity detector and corrector for Marine Navigation use.
- b) Built in sensor to automatically correct polarity reversal issues (TX +_ or RX +_) in ship’s AIS Pilot plug socket.
- c) Built in wifi antenna with long range data transmission and signal should be strong enough for reception by laptop in closed Navigation Bridge of a vessel.
- d) Built in GPS Receiver (GAGAN enabled).
- e) Built in Wifi antenna : 4 db
- f) Not less than 50 meters radius's of wifi active range
- g) Working Temperature : -10 degree C to 55 degree C
- h) Minimum 24 hours continuous wifi working time on a single charge.
- i) Replaceable internal chargeable batteries.
- j) A two-position switch to select between AIS and GPS

ACCESSORIES

1. User Guide
2. Driver Disc
3. AIS Pilot Plug and cable (not less than 1 meter) to connect to the WiFi unit.
4. Charging Cable
5. Power Adaptor

The supplied hardware should be compatible with the laptop having the following minimum specifications :

- (a) Solid state Drive

- (b) 4 GB RAM
- (c) Operating System Windows 8.1 and above

The equipment supplied should be capable of interfacing with the laptop computers to be provided by KoPT. All inter connections, accessories etc as required for interfacing are to be supplied for making the system a seamless combination.

The equipment, accessories etc all inclusive in totality should be guaranteed against any defects in material and workmanship for a period of 12 (twelve) months after acceptance of the equipment.

The demonstration for satisfactory performance of the offered equipment to be carried out on board a suitable vessel on Laptop using a Windows Operating System and Open Source OpenCPN Marine Navigation Software.

The bidders must indicate the specification as stipulated by the Kolkata Port Trust as above as per the following format:

SPECIFICATION OF WIFI AIS PILOT PLUG/ ACCESSORIES

Item with Specification required by KoPT	Specification offered by the bidder	Remarks (If any)
<p><u>SPECIFICATION OF WIFI AIS PILOT PLUG</u></p> <p>a) IMO standard Wi-Fi AIS pilot plug with built in GPS (GAGAN enabled),with automatic polarity detector and corrector for Marine Navigation use.</p> <p>b) Built in automatic sensor to correct polarity reversal issue (TX +_ or RX +_) in ship’s AIS Pilot plug socket.</p> <p>c) Built in wi-fi antenna with long range data transmission and signal should be strong enough for reception by laptop in closed navigation bridge of a vessel.</p> <p>d) Built in GPS Receiver (GAGAN enabled).</p> <p>e) Built in Wi-Fi antenna: 4 db</p> <p>f) Not less than 50 meters radius Wi-Fi active range</p>		

<p>g) Working Temperature: -10 degree C to 55 degree C</p> <p>h) Minimum 24 hours continuous wifi working time on a single charge.</p> <p>i) Replaceable internal chargeable batteries.</p> <p>j) A two-position switch to select between AIS and GPS</p>		
<p><u>ACCESSORIES</u></p> <p>I. User Guide</p> <p>II. Driver Disc</p> <p>III. AIS Pilot Plug and cable to connect to the Wi-Fi unit.</p> <p>IV. Charging Cable</p> <p>V. Power Adaptor</p>		
<p>The supplied hardware should be compatible with the laptop having the following minimum specifications:</p> <p>(d) Solid state Drive</p> <p>(e) 4 GB RAM</p> <p>(f) Operating System Windows 8.1 and above</p> <p>The demonstration for satisfactory performance of the offered equipment to be carried out on board a suitable vessel on Laptop using a Windows Operating System and Open Source OpenCPN Marine Navigation Software.</p>		

Bidder should specify the make and model number and description of the offered equipment.

Use of KoPT: The wifi AIS Pilot plugs will be used in Marine Department for the purpose of precise navigation/ pilotage in the Hugli River by interfacing it with shipborne AIS Transponder and Laptops with Marine Navigation Software.

BILL OF QUANTITY (BOQ) FOR WI-FI AIS PILOT PLUGS

The bidder should quote the price in Indian Rupees only as per the following format of **BOQ**

Item	Rate in Rupees	Total in Rupees
A. Total price including duties if any, for one unit of Wi-Fi AIS Pilot Plugs including all accessories as stated in the specification as above. Including all taxex,duties etc.	One Unit	74 units
B. Comprehensive Annual Maintenance Contract charges per year including supply of all spares, consumables, replacement etc. after free warranty of one year.	1 st Year 2 nd Year 3 rd Year 4 th Year	
C. Total Comprehensive Annual Maintenance Contract charge for four years including supply of all spares, consumables , replacement as required.		
D. Total Cost (In Rupees)		

Evaluation of offer will be made on the basis of Total cost ($D = A + C$).

The bidder should not write the price in this page but they should furnish the price in the format given above as mentioned in the tender.

DUTIES AND TAXES

The rates quoted by the bidders shall be inclusive of all taxes and duties whether Indian or Foreign, direct or indirect. However, service tax and educational cess will be payable extra by KoPT at actuals. Service tax and Educational Cess will not be considered for evaluation of the Tender. Service Tax as applicable would also be imposed on all deduction and penalties on the contractor. However, as KoPT is not a registered body corporate, it is not liable to pay service tax under "Reverse Charge" mechanism.

INSTRUCTION TO TENDERER

1. SUBMISSION OF TENDER

The tenderer shall seal the offer in different envelopes. The envelopes shall be addressed to the Harbour Master (River), Kolkata Port Trust, Subhas Bhaban 40, Circular Garden Reach Road, Kolkata 700 043, West Bengal, INDIA. The sealed envelope should be super scribed “ TENDER FOR DELIVERY, SUPPLY TESTING & COMMISSIONING OF 74 NUMBERS IMO STANDARD Wi-Fi AIS PILOT PLUGS WITH BUILT IN GPS (GAGAN ENABLED),WITH AUTOMATIC POLARITY DETECTOR AND CORRECTOR, ACCESSORIES ETC INCLUDING CAMC FOR 4 YEARS AFTER THE FREE WARRANTY PERIOD OF ONE YEAR”

No tender will be accepted in the form of FAX/E-mail. No indication of price should be given in the “Technical bid”. The price should be given in the format of BOQ in price bid offer, sealed and superscribed appropriately. Non adherence to this will lead to rejection of the tender.

Earnest Money deposit along with costs of tender document is to be deposited in a separate Envelope by the instrument as indicated in the tender.

Envelop 1 :Earnest money deposit & cost of tender document

Envelope 2 :Technical bid and requisite documents

Envelope 3 :Price bid.

All pages of the tender documents and bid are to be duly signed and stamped by the authorised representative of the bidder. The price bid should be submitted in duplicate.

2. CONTENTS OF COVER NO.1

Cost of Tender Document and Instrument for EMD

3. CONTENTS OF COVER NO. II (TECHNO COMMERCIAL BID) :-

- (a) Brief particulars of the Firm. The firm should have local/corporate office in Kolkata, if the firm itself is not based in Kolkata.
- (b) Current Trade License, Sales Tax Clearance/VAT Certificate, if applicable and Audited Balance Sheet for last 3(three) years. Authentic documents related to Registration under Service Tax Authority.
- (c) Details of Similar Works previously carried out by the firm with value of each work.
- (d) Performance Certificate of similar previous works carried out.
- (e) Original Bank Draft/Banker’s Cheque/ Pay Order payable to “Kolkata Port Trust” for Earnest Money deposit of Rs.59,000/-in a separate cover super scribed as “Earnest Money Deposit”.
- (f) The particulars of the IMO standard Wi-Fi AIS Pilot Plug with built-in GPS (GAGAN enabled) & auto polarity corrector that the bidder intend to utilise for this purpose.
- (g) Tender document duly stamped and signed on each page by authorised representative of the bidder.

- (h) A blank price bid duly countersigned by the authorised signatory with the confirmation that the prices quoted in sealed cover-III is in the same format in Indian Rupees only and covers all works and conditions specified.
- (i) A letter of authority establishing the authenticity of the signature must be enclosed, if applicable.
- (j) The Tenderer must indemnify KoPT against all damages and accidents in a non-judicial stamp paper worth Rs.50/- as per enclosed format (Annexe – B). KoPT or an individual representing KoPT cannot be held responsible for loss or damage caused to any material or loss of lives or injury to contractor's workmen engaged for the purpose of supply, installation and comprehensive annual maintenance for four years after 1 year free warranty (1 year free warranty + 4 years CAMC), for 74 numbers Wi-Fi AIS Pilot Plugs, on a turnkey basis, while actually performing duties or otherwise. It is contractor's responsibility to have its materials and persons adequately indemnified by an insurance company of repute.
- (k) A separate letter addressing to Harbour Master (River), Marine Department, confirming that the tenderer has accepted all terms and conditions laid down in the Bid Document should be enclosed along with certification that there is no deviation.(Annexure-D)
- (l) A declaration that all the navigation equipments/software & accessories are free from all encumbrances, lien and no malicious items are included.
- (m) A declaration that the tenderer has not been debarred/delisted/black- listed by any Govt. /Semi Govt. /PSU Organisation.(Annexure – D)
- (n) A declaration that one nominated/designated person of the contractor shall be available at Kolkata for attending to any problem/repair/replacement of the Wifi AIS Pilot Plug to ensure its proper functioning at all times during the period of the contract.
- (o) Any additional information furnished by the bidder.
- (p) The bidder is required to submit a declaration from the OEM about availability of the spares/consumables/replacement of the equipment for 5(Five) years after supply and commissioning of the equipment.
- (q) A Certificate from the OEM is required to be submitted that the equipment is not end of life product.
- (r) A Declaration should be given by the tenderer as per the format given in Annexure – E.Receipt/Demand Draft/Pay Order for the cost of the tender document.
- (s) KoPT will pay the bill through ECS. For this, the tenderer shall have their Bank Account within the ECS Zone prescribed by the RBI and to ensure receipt of payment of bills from KoPT, they shall furnish the following information immediately after receipt of Work Order –
- i. Bank Account Number of the Contractor.
 - ii. Type of Account – Savings/Current/Cash Credit.
 - iii. Name of the Bank with Code Number.
 - iv. Name of the Branch with Code Number along with Location.
 - v. MICR Number.

vi. PAN Number

4. CONTENTS OF COVER- III (PRICE BID) :

The price, in Indian Rupees only, in the format as given in the BOQ, will be the only content in sealed Cover - III. If any conditions are indicated in the price bid, or if any deviations whatsoever from the accepted format are found, then the Tender will be rejected. The Bidder shall be required to quote his rates both in word and in figure at the blank spaces against as applicable. If there is any discrepancy between figure and word the price quoted in words would be considered

Price to be quoted in INR and should be all inclusive

5. RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY PART OR ALL TENDERS

Kolkata Port Trust reserves the right to accept or reject any, part or all tenders and the tendering process what so ever at any time prior to award of the contract, without thereby incurring any liability to the affected tenderers or any obligation to inform the affected tenderers the ground for the rejection what so ever.

6. OBLIGATION OF TENDERER

The Tenderer shall distinctly understand:

- (a) That they will be strictly required to conform to the GCC & SCC as contained in each of its clauses & the plea of customs prevailing will not in any case be admitted as an excuse on their part for infringing of any of the conditions.
- (b) That they shall refrain from sending revised or amended quotations after the closing date & time of the Tender unless asked for.
- (c) That acceptance or non acceptance of any of the terms & conditions, stated herein, shall have to be clearly mentioned in the pre-bid meeting. Non acceptance and / or non-compliance of any of the terms & conditions, after those are frozen in the pre-bid meeting shall make such Tenders liable for outright rejection.

7. PRICE ESCALATION.

No escalation on the contract price will be allowed.

8. EVALUATION

Evaluation will be made on the basis of Price of the equipment as specified and the cost of CAMC for 4 years after completion of 1 year free warranty period. The rate should be quoted all inclusive.

9. TIME FOR COMPLETION

Time being taken for supply, delivery, testing and commissioning of the equipment shall be completed in all respect within 30 days from the date of award of contract/work order. Alternatively, specified LD clause for delay in executing the work as per the tender condition shall apply.

Prompt attendance for rectification of the equipment, including spares, consumables replacement as required under the CAMC should be done within 3 days from reporting of the fault.

10. CONDITIONS OF CAMC

CAMC includes supply of all spares, accessories, replacement, travel, transport, accommodation etc of the agency, in totality as per requirement during 4 years after 1 year free warranty period.

The CAMC should be provided for the supplied equipment in totality including supply consumables/spares/replacement/up gradation complying the following:

- (a) Maintenance of the equipment in totality for its operation during the guaranteed operational life(1year free warranty plus CAMC for 4 years)
- (b) Guaranteed availability of technical support
- (c) Repair with supply of spare parts and consumables and replacement, if required
- (d) Prompt maintenance viz for attending and rectifying the equipment within 3(three) working days from the reporting of the fault.

11. PAYMENT

The 90% of the payment for the delivery and installation will be paid after satisfactory testing and commissioning of the WiFi AIS Pilot Plugs, on submission of bill in quadruplicate, and remaining 10 % of the bill will be retained as security deposit (the EMD will be considered as a part of this security deposit) and will be paid after satisfactory completion of the contract period i.e. (warranty period of one year and CAMC of four years).

The CAMC payment will be made after expiry of every 6 months of satisfactory performance of the equipment on submission of the bill in quadruplicate, after successful completion of one year free warranty period.

12. PENALTY

Imposition of penalty will be made if the fault is not rectified within 3(three) working days from the reporting of the fault, @ ½% of the total value of CAMC for the year for every day or part thereof, subject to a maximum of 10% of total value of CAMC for the year for each non – restoration of the fault.

13. FOR DELAYED SCHEDULE OF COMPLETION

Failure to complete the work in totality within the stipulated period will attract relevant provisions of liquidated damage clause for delay in supply, delivery, testing and commissioning as laid down in the tender document. In case the work is not completed within the stipulated period, liquidated damage @ ½ % of the value of the contract price per week or part thereof, subject to a maximum of 10% of the contract price will be deducted from the subsequent bills/payments due to the bidder.

14. PERIOD OF VALIDITY OF OFFER

Tender shall remain valid for 180 days from the date of opening of price bid. Harbour Master (River) may ask the tenderers to extend the validity of their offer if situation demands so subsequently. A tenderer may refuse the request without forfeiting their earnest money deposit but the tenderer's offer will not be considered. A Declaration should be given by the tenderer as per the format given in Annexure – E.

15. INDEMNITY

The Contractor shall indemnify the KoPT during the various stages of execution of the contract, regarding damages, loss of, or injury to, death of –

- (a) Third Parties
- (b) Contractor's facilities and equipment
- (c) Contractor's personnel (including its Sub-Contractors)
- (d) KoPT's facilities and equipment, including the goods supplied under this contract
- (e) The Contractor shall arrange Insurance cover:
 - i. On personnel workmen's compensation/employer's liability
 - ii. General third party liability.

The KoPT shall not be liable for any claims for damage to property, injury or death of personnel of the Contractor including Workmen, etc.

16. AMENDMENT OF TENDER DOCUMENTS

At any time prior to the deadline for submission of tenders, the Harbour Master (River) may for any reason, whether at his own initiative, or in response to a clarification required by a prospective Tenderer, modify the Tender Documents. The amendment shall be part of the Tender Documents

17. FORFEITURE OF EARNEST MONEY DEPOSIT.

The Earnest Money Deposited shall be forfeited:

- (a) If the tenderer withdraws the offer during the period of tender validity specified by the tenderer.
- (b) In the case of a successful tenderer, if the Contractor fails –
 - i. to sign the agreement in accordance with tender conditionOr
 - ii. to furnish the Performance Security Deposit in accordance with tender condition.

Performance certificate of the tenderers in respect of similar works/supply, if any, undertaken at Kolkata Port Trust/ any Port/ (as applicable) or any Govt./ reputed private sector/ public sector organisation during last 2 years. ('Delivery/completion of schedule and 'Quality of work') should be submitted.

Tenderer must submit duly-signed & stamped separate sheet(s) confirming their point-wise unqualified acceptance of all the technical & commercial terms of the tender.

Tenderer must submit the copy of the documents of credential for pre qualification (as per the eligibility criteria of the tender) with the techno commercial bid. The bidder will be required to give **demonstration** of the equipment offered by them at their risk, responsibilities and cost, in the Hooghly River/Dock working environment. KoPT will only endeavour to arrange a suitable vessel as the case may be on a pre-fixed date. No extension/deferment of the date will be entertained. If the performance of the equipment is not satisfactory and found not to comply with the tender specifications and KoPT's requirement, the bid will be rejected. If the bidder fails to give the aforesaid demonstration on 03/11/2015 from 1000 hrs., their bid may be rejected without any further communication to the bidder.

18. DELAYS IN THE CONTRACTOR'S PERFORMANCE

If the specified delivery schedule is not adhered to or if the items and the services are not satisfactory or are not in accordance with the schedule, the KoPT has right to cancel the order in whole or in part without liability for cancellation charges. In that event KoPT may procure from elsewhere equipments and services which in KoPT's opinion would most meet the same purpose as the equipment for which purchase orders is cancelled and Contractor shall be liable without limitation for the difference between the cost of such substitution and the price set forth in the order for the equipments and services involved

Any delay by the Contractor shall render the Contractor liable, without prejudice to any other terms of order if any, to any or all of the following sanctions, forfeiture of order performance, guarantee, imposition of price reduction for delay in delivery and a termination of the order for default.

19. TERMINATION FOR DEFAULT

The KoPT may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor terminate the contract in whole or in part –

(a) If the Contractor fails to deliver any or all of the services and equipments within the time period specified in the contract, or any extensions thereof granted by the KoPT

Or

(b) If the Contractor fails to perform any other obligation (s) under the contract and if the Contractor, in either of the above circumstances does not cure its failure within a period as stipulated in the tender (or such longer period as the KoPT may authorize in writing) after receipt of notice of default from the KoPT specifying the nature of the default(s).

In the event of the KoPT terminating the contract in whole or in part, the KoPT may procure or obtain, upon such terms and in such manner as it deems appropriate, services and equipments similar to those undelivered, and the Contractor shall be liable to the KoPT for any excess costs for such similar services and goods. Notwithstanding the above, the Contractor shall continue performance of the contract to the extent not terminated.

20. The General Condition of Contract (GCC) which is available in the KoPT Website for download will form an integral part of the tender document. Wherin -

(a) 'Engineer' means and includes the Harbour Master (River) of the Kolkata Port Trust.

(b) Engineer's representatives' means any person or persons to whom the Harbour Master (River) may delegate his authority in writing.

21. SPECIAL CONDITIONS OF CONTRACT

- (a) The Contractor's invoice and documents shall be submitted strictly in the manner specified in the Work Order.
- (b) All relevant manuals pertaining to operation of facilities/equipment should be supplied along with the AIS Pilot Plugs.
- (c) Bidders who satisfy the conditions of the Techno Commercial part will be required to give a satisfactory demonstration of the offered equipment on 03/11/2015 at 1000 hrs to qualify in the Techno Commercial Part. The KoPT reserves the right to reject the bid of the tenderer who fails to give a satisfactory demonstration of the equipment.
- (d) The bidder will be required to give demonstration of the equipment offered by them at their risk, responsibilities and cost, in the Hooghly River/Dock working environment. KoPT will only endeavour to arrange a suitable vessel as the case may be on 03/11/2015 at 1000 hrs. No extension/deferment of the date will be entertained. If the bidder fails to give the aforesaid demonstration on 03/11/2015 at 1000 hrs, their bid may be rejected without any further communication to the bidder.
- (e) The contractor is liable for obtaining all licences, clearances, permits etc. as required with respect to equipment, accessories etc for the work during the 1 year free warranty period plus CAMC period of 4 years.

THE BOARD OF TRUSTEES FOR THE PORT KOLKATA

FORM OF ARGEEMENT

THIS AGREEMENT made this Day of2015 between the Board of Trustees for the Port of Kolkata, a body corporate constituted by the Major Port Trust Act, 1963(hereinafter called “Trustees” which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office)_of the one part and

(Hereinafter called “the Contractor, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives or successors in office) of the other part. WHEREAS the Trustees are desirous that certain Works should be executed/ constructed, viz..... and have accepted a Tender/offer by the Contractor for the construction, completion and maintenance of such works NOW THIS AGREEMENT WITNESSTH as follows:

1. In this Agreement works and expressions shall have the same meanings as are respectively assigned to them in General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.
 - (a) The said Tender/offer & the acceptance of tender /offer.
 - (b) The General Conditions of Contract.
 - (c) Special Conditions of Contract (if any).
 - (d) The Conditions of Tender.
 - (e) The Specification.
 - (f) The Bill of Quantities.
 - (g) The Trustees’ Schedule of Rates and Price (if any)
 - (h) All correspondence, by which the contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Trustees to execute, construct, complete and maintain the work in conformity in all respects with the provisions of the Contract.
4. The Trustees hereby covenants to pay to the Contractor in consideration of such execution, construction, completion and maintenance of the Works the Contract Prices at the times and in the manner prescribed by the Contract.

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

The Seal of.....

.....
.....
..... was hereunto affixed in the presence of :

Name :.....

Address:

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

OR

SIGNED SEALED AND DELIVERED

By the said

.....

In the presence of:

Name:

.....

Address

.....

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

Name:

Address:

.....

ANNEXURE - "A"

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

BEFORE THE 1st CLASS JUDICIAL MAGISTRATE AT _____

AFFIDAVIT

I _____ son of _____

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

Do hereby solemnly affirm and declare as flows:

1. That I am the proprietor / Partner / Director _____ having office at _____ and carrying on business on the same name and style.
(In case the above Deponent is an enlisted Contractor at Kolkata Port Trust, the same should be mentioned in the affidavit)
2. THAT my aforesaid Firm is exempted from Provident Fund Act and the said Firm has no valid Provident Fund Registration.
3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the clause No. _____ of the Tender vide NIT No. _____ issued by the Kolkata Port Trust in respect of the work (the work is to be mentioned).

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

Deponent

Identified by _____

On Non-Judicial Stamp Paper of at least Rupees Fifty

INDEMNITY BOND

BY THIS BOND

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

- 2. WHEREAS, the said Kolkata Port Trust had asked the every tenderer, who is not covered under E.S.I. Act or exempted to furnish an Indemnity Bond in favour of Marine Department, Kolkata Port Trust against all damages and accidents to the Labourer / Tenderer / Contractor.
- 3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Tenderer / Contractor named herein above shall indemnify the Kolkata Port Trust against all damages and accidents occurring to the Labourers of the Tenderer / Contractor as demanded by the Kolkata Port Trust and which shall be legal and/or claimed by the Kolkata Port Trust during the execution of the work stated in the NIT No..... of
- 4. AND the Contractor hereunder agrees to indemnify and at all times keep indemnified the Kolkata Port Trust and its administrator and representative and also all such possible claim or demand for damages and accidents.

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

Sureties: Signature of the Indemnifier

1. Name:

Address:

2. Name:

Address:

Annexure - C

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

BEFORE THE 1st CLASS JUDICIAL MAGISTRATE

AFFIDAVIT

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

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

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

DEPONENT

Identified by me.

1.

ANNEXURE – “D”

Covering letter

Ref. No. Dated:

The Harbour Master (River),
Kolkata Port Trust,
40, CGR Road, Kolkata - 700043.

Dear Sir,

1. We _____ (Name of Tenderer having examined the Tender Document and understood its contents, hereby submit our Tender for _____ dated. _____)
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 Kolkata Port Trust (hereinafter referred to as KoPT) any additional information it may find necessary or require to supplement or Authenticate the Tender.
4. We, _____ (Name of Tenderer) hereby undertake that we will abide by the decisions of KoPT in the matter of examination, evaluation and selection of Successful Tenderer and shall refrain from challenging or questioning any decision taken by KoPT in this regard. We further acknowledge the right of KoPT 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 KoPT 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 KoPT 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 - E

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

TENDER NO

To

The Harbour Master (River)

Marine Department,

Kolkata Port Trust,

15, Strand Road,

KOLKATA – 700001.

I/We.....of
.....having
examined and read the Specifications, General & Special Conditions of Contract and Conditions of Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract and specifications prepared by or on behalf of the Trustees and at the rate & prices set out in the annexed Bill of Quantities withinmonth/week from the date of order to commence the work and in the event of our tender being accepted in full or in part, I/We also undertake to enter into a Contract Agreement in the Form hereto annexed with such alterations or additions there to which may be necessary to give effect to the acceptance of the Tender and incorporating such specification, Bill of Quantities, Specifications and Special & General Conditions of Contract and I/We hereby agree that until such Contract Agreement is executed the said Specifications, Bill of Qualities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the Contract.

THE TOTAL AMOUNT OF TENDER RS.

(Repeat in words).....

* I/We requiredays/months preliminary time to arrange and procure the materials required by the work from the date of acceptance of tender before I/We could commence the work.

(* This should be scored out in the case of Labour Contracts)

I/We have deposited with the Trustees' Financial Adviser & Chief Accounts Officer vide Receipt No..... ofas Earnest Money.

I/We agree that the period for which the tender shall remain open for acceptance shall not be less than six months.

Signature of Tenderer.

(Seal of the Tenderer)

Witness :

Signature:

Name:..... Name of the Tenderer :.....

(In block letters)

Address: Dated :.....

..... :

.....

Occupation: