

BID DOCUMENT
FOR
SURVEILLANCE
OF
NAVIGATIONAL BUOY LIGHTS IN THE SHIPPING CHANNEL

TENDER REF. NO: MRN/SDDS/SURVEILLANCE/EDEN/2016-17, March, 2017

Estimated Value: Rs. 46.36 Lakh

ISSUED BY
DIRECTOR, MARINE DEPARTMENT,
KOLKATA PORT TRUST

March 2017

1.0 NOTICE INVITING E-TENDER

Ref. No.: MRN/SDDS/SURVEILLANCE/EDEN/2016-17, MARCH, 2017.

E-Tender under single stage two part system (Par-I: Techno-Commercial Bid and Part-II: Price Bid) are invited from reliable, bonafide & experienced agency for surveillance of 20 nos. buoy lights demarcating the shipping channel (Eden Channel) leading to Haldia Dock Complex for a period of 3 years.

Bid Document may be downloaded from MSTC website www.mstcecommerce.com/eprochome/kopt Corrigenda or clarifications, if any, shall be hosted on the above mentioned websites only.

SCHEDULE OF TENDER (SOT)

A. Name of work	Surveillance of 20 nos. buoy lights demarcating the shipping channel (Eden Channel) leading to Haldia Dock Complex.
B. E-Tender No.	KoPT/Kolkata Dock System/DMD/1/17-18/ET/3
C. Estimated cost	Rs.46.36 Lakh for three years i.e. @ Rs. 15.45 Lakh per year.
D. Period of Contract	Three years.
E. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/ of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Kolkata Port Trust.
F. Reference tender No.	MRN/SDDS/SURVEILLANCE/EDEN/2016-17, MARCH, 2017.
G. Date of NIT available to parties to download.	From 23.03.2017
H. Off line Pre-Bid Meeting date and time	At 1430 hours on 05.04.2017 at KoPT Head Office, 15, Strand Road, Kolkata - 700001.
I. i) Earnest Money Deposit.	The bidders shall be required to deposit Rs. 92,720/- as 'Earnest Money Deposit' (EMD) payable to Kolkata Port Trust as per tender stipulation.
ii) Bid Document fee.	The intending bidders also should submit the tender cost of INR 2,000/- (Rupees Two Thousand only) to Kolkata Port Trust separately as per tender stipulation. The original Bank Draft/Bankers Cheque/Pay Order must be submitted prior to opening of the techno-commercial part.

iii) Transaction Fee	Rs.2666/- (including Service Tax & other charges @ 15% on Service Charge) Payment of Transaction fee by NEFT/RTGS in favour of MSTC Ltd.
J. a) Last date of submission of EMD & Bid Document Fee to KoPT.	Up to 14:00 hours on 18.04.2017 .
b) Last date of submission Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata	Three working days before the last date of closing of online bidding for the e-tender.
K. Date of starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/	From 10:00 hours on 06.04.2017 .
L. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	Up to 14:00 hours on 18.04.2017 . The last date of submission of tender will not be extended under any circumstance.
M. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) date of opening of Part-II i.e. price bid shall be informed separately.	On 18.04.2017 after 1400 hours.

Important instructions of E-tendering

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

Process of E-tender :

A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done 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. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/KoPT

1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govtdepts → Select KoPT Logo → Register as Vendor -- Filling up details and creating own user id and password → Submit.

2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact KoPT/MSTC, (before the scheduled time of the e- tender).

Contact person (KoPT):

1. Capt. G. Roy. Superintendent, Dredger & Despatch Service.
e-mail: sdds@kopt.in

Contact person (MSTC Ltd):

1. Shri S Mukherjee, DM(e-Commerce) – smukherjee@mstcindia.co.in
2. Ms S Maity, AM(e-Commerce) – smaity@mstcindia.co.in

Google hangout ID- (for text chat)- mstceproc@gmail.com

B) System Requirement:

- i) Windows 7 or above Operating System
- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature
- iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.

To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.

- Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.
- Other Settings:

Tools => Internet Options => General => Click On Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.

	To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)
	The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/KoPT Tenders will be opened electronically on specified date and time as given in the Tender.
	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
	<p>Special Note towards Transaction fee: The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p><u>Transaction fee is non-refundable.</u> A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><u>NOTE</u> Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
	Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
	E-tender cannot be accessed after the due date and time mentioned in NIT.
	<p>Bidding in e-tender :</p> <ol style="list-style-type: none"> Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority. The process involves Electronic Bidding for submission of Technical and Commercial Bid. The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU/Govtdepts → Login under → My menu → Auction Floor Manager → live event → Selection of the live event The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid. After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active

	<p>and the same has to filled up and then vendor should click on “save” to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the “Final submission” button to register their bid</p> <p>f) Vendors are instructed to use <i>Attach Doc button</i> to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) Buyer 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.</p> <p>m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.</p>
	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
	No deviation to the technical and commercial terms & conditions are allowed.
	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
	Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.

2.0 Pre-Qualification Criteria:

1. Must have experience of having successfully completed *similar work during the last 7 years, up to 28.2.2017, which shall be either of the following:

- (a) Three similar completed works, each costing not less than the amount equal to 40% of the annual estimated value i.e. Rs. 6.18 Lakh.
Or
- (b) Two similar completed works, each costing not less than the amount equal to 50% of the annual estimated value i.e. Rs. 7.725 Lakh.
Or
- (c) One similar completed work, costing not less than the amount equal to 80% of the annual estimated value i.e. 12.36 Lakh.

*** The similar work shall include surveillance work in waterway / security job elsewhere / supply of launches. Work experience, as a sub-contractor shall not be considered as the requisite qualification.**

2. The bidder must have an average annual financial turnover of at least 30% of the annual estimated value i.e. Rs. 4.635 Lakh, during the last 3 years ending 31st March 2016.

3.0 Tender Authority

Director, Marine Department,
Kolkata Port Trust.
Phone No: 033-22302453
Fax No: 033-22210105.

4.0 OTHER INSTRUCTIONS

4.1 Tender should be submitted on-line within the specified date and time of submission. Tender submitted physically will not be accepted.

4.2 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.

4.3 Tender document may be downloaded from www.mstcecommerce.com/eprochome/ www.kolkataporttrust.gov.in.

4.4 Kolkata Port Trust reserve the right to reject all the tenders or to accept any tender in whole or in part without assigning any reason whatsoever.

5.0 MODE OF SUBMISSION OF BID

The tenders are to be submitted online in two parts i.e. Part-I & Part-II. Part-I should constitute the Technical Bid and Terms and Conditions of offer and Part-II should constitute only the Price Bid without any Deviation and Condition.

6.0 Part-I (Techno-Commercial).

6.1 Part-I (Techno-Commercial) shall contain the following documents:

- a) Brief particulars of the Firm.
- b) Current Trade License, Sales Tax Clearance/Vat Certificate, if applicable and Audited Balance Sheet including Profit & Loss Accounts for last 3 (three) years (2013-14, 2014-15 & 2015-16), Authentic documents related to registration under Service Tax Authority, compliance of relevant Acts, ordinances etc. as applicable.
- c) Performance Certificate of previous works carried out mentioning the total value of work and period of completed works.

- d) Copy of Bank Draft/Bankers Cheque/Pay Order payable to “Kolkata Port Trust” of Rs. 2000/- as bid document fee.
- e) Copy of Bank Draft/Bankers’ Cheque/Pay Order payable to “Kolkata Port Trust” as **Earnest Money Deposit**.
- f) One Bid document duly signed and stamped on each page.
- g) Signed and stamped blank copy of Price format.
- h) Letter of authority, if any.
- i) Filled up “Form of Tender” as per provided in GCC.
- j) Photo copy of KoPT’s ‘General Conditions Contract’ duly signed and stamped on each page.
- k) Copy of ESI Registration certificate. In case the firm is not covered under ESI Act or exempted, they should furnish necessary documents issued by concerned authority along with an affidavit in original affirmed before a 1st Class Judicial Magistrate in a non-judicial stamp paper worth Rs.10/- to that effect as per enclosed KoPT approved format (Annexure-A). In addition that the Tenderer must indemnify KoPT against all damages and accidents occurring to their staff in a non-judicial stamp paper worth Rs.50/- as per enclosed format (Annexure-B).
- l) Certificate/declaration of compliance with Minimum Wages Act.
- m) Copy of Current P.F. Statement / EPF registration No. or in case they are exempted under Provident fund act, they would furnish necessary documents issued by concerned authority along with an affidavit affirmed before a first class Judicial Magistrate to the effect as per enclosed Proforma (Annexure-C).
- n) Photocopy of PAN card and details of Bank particulars for payments through ECS.
- p) A separate letter addressing to Director, Marine Department, Kolkata Port Trust, confirming that the tenderer has accepted all terms and conditions laid down in the Bid Document as well as the number of segments the firm has participated.
- q) A separate declaration / undertaking to the effect that the tenderer was not banned /debarred de-listed earlier by any govt. / quasi-govt./ PSU etc.

6.2 Part-II (Price Bid) shall be submitted as per the enclosed format without any condition or deviation.

7.0 INSTRUCTIONSTO BIDDERS

- 7.1 Bidders are advised to submit quotation based upon special conditions, terms and conditions, Scope of Work contained in the Bid documents and General Conditions of Contract and not to stipulate any deviation. Should it, however, become unavoidable, deviations should

be suggested during pre-bid meeting. KoPT 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 KoPT.

- 7.2 The Bid Document downloaded by the Bidder is not transferable.
- 7.3 Kolkata Port Trust 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.
- 7.4 The work is to be done as described in bid-document. The Bidders who needs clarifications on any specific issue shall inform the Engineer (Tender Authority) in writing well in advance of the date of pre-bid discussion at the address given in the next clause.
- 7.5 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:

Director, Marine Department.
Kolkata Port Trust,
15, Strand Road,
Kolkata-700 001.

- 7.6 The bidders may please note that Kolkata Port Trust will not entertain any correspondence or queries on the status of the offers received against this Bid.
- 7.7 Bidders are also requested not to depute any of their personnel or agents to visit Kolkata Port Trust's Offices for making such inquiries. Should Kolkata Port Trust find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by Kolkata Port Trust.
- 7.8 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. Kolkata Port Trust may reject, accept or prefer any bid without assigning any reason whatsoever.
- 7.9 Physical/Faxed / e-mail offer will not be considered. Bidders should upload their Bid themselves. KoPT will not be liable for any financial obligation in connection with any work until such time KoPT communicates to the successful bidder in writing his decision to entrust the work (covered by the Bid document).
- 7.10 In case of unscheduled Holiday / Bandh on the date of pre-bid meeting / opening of tenders, the same will be opened on the next

working day at the scheduled time. The Bidders will also be allowed to submit on-line their tenders till such time as stipulated on such extended day of opening.

- 7.11 Bidder should ensure submission of Original Demand Draft/Banker's Cheque/Pay Order payable to 'Kolkata Port Trust' for an amount of Rs.2000/- (Rupees Two Thousand only) being the Bid document fee, failing which the tender will not be considered.
- 7.12 The General Conditions of Contract (GCC) of Kolkata Port shall be applicable wherever relevant. The GCC may be downloaded from KoPT website, 'Home page - Rules and Regulations- Non-service Regulations.'
- 7.13 Tender shall remain valid for 180 days from the date of opening of the techno-commercial bid.

8.0 EARNEST MONEY DEPOSIT

- 8.1 The tenderer shall be required to submit Rs. 92,720/- as 'Earnest Money Deposit' (EMD) payable to 'Kolkata Port Trust' by Banker's cheque or pay order or demand draft (payable at Kolkata). The original Bank Draft/Bankers Cheque/Pay Order must be submitted prior to opening of the techno-commercial part.
- 8.2 Earnest Money of unsuccessful bidders will be refunded within 2 months of opening the Price bid or on finalization / acceptance of tender, whichever is earlier without interest. If Price bid is opened before expiry of validity of Earnest Money Instrument, the same will be refunded to bidders other than the L-I bidder. EMD of L-I bidder will only be encashed. If Price bid cannot be opened for any reason before expiry date of Earnest Money Instrument, the bidder would be requested to extend the validity of the EMD Instrument within the validity period of the offer, failing which the EMD instrument would be encashed. Tender submitted without EMD shall not be considered.
- 8.3 After conclusion of tender process, EMD of successful bidder will be returned without interest after submission of Security Deposit. However, the contractor may be allowed to convert the EMD as a part 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.

9.0 SECURITY DEPOSIT

- 9.1 Successful bidder will submit Security Deposit for a sum equivalent to **10% of the total evaluated value as per price bid** of the tender, as accepted by KoPT, in Demand Draft or in the form of Bank Guarantee as per the format provided in GCC in favour of 'Kolkata Port Trust' 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 The Kolkata 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.

- 9.2 The Director, Marine Department shall have the right to ask for the extension of the above Bank Guarantee till such time the Contractual obligations are fulfilled and the Contractor will be duty bound to extend the same.
- 9.3 After the issuance of 'Letter of Intent', Security Deposit will have to be submitted within 15 working days and formal agreement is to be executed as per format provided in GCC. Work order will be issued immediately after receipt of Security Deposit.

10.0 INSTRUCTION FOR FILLING THE BIDS

- 10.1 The Bid and any annotations or accompanying documentation shall be in English language only and in metric system.
- 10.2 Each page of the submitted 'bid document including General Conditions of Contract & amendments if any' shall be signed by a duly authorised person.
- 10.3 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. Kolkata Port Trust may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 10.4 The bid document shall be completed in all respect and shall be uploaded together with requisite information and appendices. It shall be complete and free from ambiguity, change or inter lineation.
- 10.5 Bidders should indicate at the time of quoting against this bid their full postal and E-mail address& fax number (s).
- 10.6 Price Bids, containing any sort of qualifying expressions will be rejected.
- 10.7 Bidders shall submit along with their offer the Earnest Money as per **Clause - 8.0**. The Earnest Money shall specially bind to keep his offer valid for acceptance up to 180 days from the date of opening of Part-I (Techno Commercial Part) and to abide by all the conditions of Kolkata Port Trusts' Bid Document.
- 10.8 Changes to terms and conditions as enumerated in the bid document will not be valid if not notified by Kolkata Port Trust in writing to the bidder. In the event of Kolkata Port Trust intend to or awards the work against the said bid to the said bidder and the bidder fails to submit Security Deposit in stipulated time, the Earnest Money will be

forfeited.

- 10.9 Kolkata Port Trust 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 to confirm in writing in the form of Tender that should Kolkata Port Trust deem it necessary to ask for such a break up of quoted price, they will be duty bound to do so as requested by KoPT, they shall be further duty bound to provide justification to the same, failing which or if their justification of prices are found unacceptable to KoPT, their Tender may be cancelled by Kolkata Port Trust.
- 10.10 Director, Marine Department or his representative may convene meeting with the bidder with 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.
- 10.11 The bid shall contain no alterations, omissions, or additions, unless such corrections are initialled by the person or persons signing the bid.
- 10.12 Kolkata Port Trust reserve the right to accept or reject the bids in part or as a whole and do not bind themselves to accept the lowest or any bid or to assign any reason thereof and no damage claim whatsoever will be payable by Kolkata Port Trust. Downloading of tender documents to any bidder or opening of commercial bid of any bidder shall not construe that such bidder is considered automatically qualified.

11.0 Taxes & Duties.

The rates quoted by the bidders shall be inclusive of all taxes and duties as on scheduled date of submission whether direct or indirect, except Service Tax including Swatch Bharat & Krishi Kalyan Cess. Service Tax and applicable Cess will be payable extra by KoPT at actual on submission of cenvatable documents if applicable. Any modification (addition /deletion/alteration including implementation of GST) in taxes or duties in future by the GOI subsequently will be adjusted separately at the material time. Therefore, the detailed tax break-up considered in the quoted price should also be submitted by the bidders along with their price bid in order to assess the impact of future tax levied subsequently, if any, on the contract price. Any offer without the detailed tax break-up, if becomes the lowest price-bid and is accepted by KoPT with or without any negotiation of price, shall not be entitled for reimbursement of any additional amount due to modification of taxes or duties subsequently. But any recovery due on account of any modification in taxes or duties subsequently shall be determined and made by KoPT from the amount payable under the contract. Service Tax including applicable Cess would also be imposed on all deductions 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.

The bill / invoice is to be submitted by the party should be in proper format as per Service Tax Rules.

SPECIAL CONDITIONS OF THE CONTRACT

1.0 Scope of the work.

The work involves surveillance of navigational buoy lights against pilferage / damage in the stretches of the shipping channel proposed to be covered under surveillance as follows:

Surveillance of 20 nos. buoy lights demarcating the shipping channel leading to Haldia Dock Complex (Upper Part of Eden Channel) from 'Western Eden Spur' buoy to 'Lower Eden-VI' buoy including Mizzen Sand-I, II & III buoy over a stretch of about 21 Nautical Miles by utilising 3 nos. mechanised boat / bhut-bhuties.

The length of the stretches of the shipping channel to be brought under coverage of surveillance and the number of the buoy lights in the stretch are provisional and may vary + / - 30% for which no addition / deduction of daily rate of mechanised boat / bhut-bhuti would be applicable.

2.0	<p>In the contract and specification, the following words and expressions shall have the meanings mentioned hereunder.</p> <ol style="list-style-type: none"> The TRUSTEES - the expression 'The Trustees' means Board of Trustees for the Port of Kolkata. 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. SUPERINTENDENT, DREDGER & DESPATCH SERVICE - the expression 'Superintendent, Dredger & Despatch Service' means the officer holding that post under the Trustees and includes his successors in office. The ENGINEER - the expression 'The Engineer' means 'Director, 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 Superintendent, Dredger & Despatch Service to act on their behalf for the purpose of this contract. LIGHTING OFFICER- the expression 'Lighting Officer' means the officer holding that post under the Trustees and includes his successors in office. COMMANDER- the expression 'Commander' means the officer holding that post under the Trustees and includes his successors in office. 	Definitions / Interpretation of terms.
3.0	Surveillance of buoy lights is to be carried out in a most effective manner round the clock and in all weather/tidal conditions by using mechanised boat(s) / bhut-bhuti (es) as stated above to the entire satisfaction of KoPT.	Surveillance work is to be carried out by using mechanised boat(s)/bhut bhuti (es).
4.0	Mechanised boat(s) / bhut-bhuti(es) deployed for the purpose of surveillance within stretch of shipping channel as per description of work, are to be on daily hire basis inclusive of expenses towards fuel, lubricants, men and all	Mechanised boat(s) / bhut bhuti (es) to be deployed on daily rate basis.

	other incidental expenses.	
5.0	Maximum number of mechanised boat(s) / bhut-bhuti (es) which are to be deployed for surveillance work is expected to be three per segment as stated above. A contractor may deploy more than <i>three</i> boats for effective surveillance work, but payment will be restricted up to <i>three</i> boats only.	Maximum nos. of mechanised boat(s)/bhut bhuti(es) would be three.
6.0	There is no provision for payment of any escalation on the price under this contract.	No escalation payable on the price.
7.0	Tenders will be evaluated on the basis of daily hire rate per boat / bhut-bhuti. Service Tax along with applicable Cess would not be taken into account during evaluation.	<i>Evaluation of tender.</i>
8.0	In case of any pilferage/damage of lighting equipments either as a whole or part thereof, the pilfered/damaged items would be required to be replaced by the contractor with the new ones at the cost of the contractor to the entire satisfaction of the Lighting Officer at the earliest.	The pilfered/ damaged items to be replaced by contractor(s) at his cost.
9.0	All cases of pilferage, malfunctioning or non-functioning of navigational lights within a surveillance area are to be reported to the Lighting Officer / Deputy Superintendent, Dredger & Despatch Service, within twelve hours of such occurrences by the contractor through his contact person.	Reporting of pilferage, malfunctioning / non-functional lights to be made within 12 hours.
10.0	The Contractor is to provide name/ telephone number etc. of contact person who would always be available over telephone including holidays. The contractor's 'contact person' must convey situation report regarding the status of buoy light in the respective area of surveillance to the Lighting Officer at regular intervals as required by him.	Availability of contractor over telephone all the time.

11.0	KoPT or an individual representing KoPT cannot be held responsible for loss or damage caused to any of the mechanised boat / bhut-bhuties or loss of lives or injury to contractor's workmen engaged for the purpose of surveillance while actually performing duties or otherwise. It is contractor's responsibility to have its boats and labourers adequately indemnified by an insurance company of repute.	KoPT will not be responsible for any loss of lives or injury to contractor's workmen and damage caused to any equipment and mechanised boat/bhutbhuties..
12.0	The contractor should comply with the Contract Labour (Regulation and abolition) Act 1970, including compliance of Employees State Insurance Act (if applicable), Workmen Compensation, Minimum Wage Act 1948 and Employers (contractor being employer) Insurance and any other Laws in force as on date.	Compliance of various Acts.
13.0	It is desired that a contractor is conversant with the shipping channel required to be under cover of surveillance mainly the name of each buoy fitted with lighting equipment and the cost of such equipment, the weather, tidal conditions etc.	Familiarisation of site conditions by the bidders.
14.0	The successful bidder(s) will be taken through the shipping channel where surveillance is to be carried out to show the existing status of lighting equipments prior to issuance of work order.	Contractors to be shown the buoys before work order.
15.0	At least one of the mechanised boats / bhut-bhuties deployed by the contractor in a particular area of surveillance is required to report to the despatch vessel of KoPT D.V. 'Rabindra', whenever she passes through the area as practicable. D.V. 'Rabindra' will reduce her speed for the purpose.	Contractor's boat should report to the despatch vessel of KoPT D.V. 'Rabindra.
16.0	The order will be placed on the selected firm on obtaining approval of the competent authority.	Award of contract.
17.0	Payment will be made within 45 days of submission of complete & in order monthly bill. The bill shall be accompanied by log book extract of each mechanised boat / bhut-bhuti deployed by the contractor along with other	Payment Terms.

	supporting papers for the numbers of the boats/bhut-bhuties deployed subject to maximum of three.	
18.0	KoPT reserves the right to terminate the contract with one month notice in case it is decided by KoPT that the work is not required to be carried out in any area or all the areas. In the event of such termination, no compensation will be allowed.	Termination of contract at the discretion of KoPT.
19.0	All other terms and conditions shall be as per KoPT's 'General Conditions of Contract'	Other terms & conditions.

20.0 **BILL OF QUANTITIES**

20.1 Preamble to bill of quantities.

20.2 The Bill of Quantities must be read with the General Conditions of Contract, the Special Conditions of Contract and the Technical Specifications of Work and the Bidder deemed to have examined the above documents and to have thoroughly familiarised himself with the total scope of work and its mode of execution.

20.3 The bidder shall quote his offer for the work as specified in the Tender Document.

20.4 The Bidder shall be required to quote his rates only.

20.5 PRICE BID FORMAT

Description of work	Daily hire rate per bhutbhuti / Mechanised boat In INR in figure.	Remarks

Surveillance of 20 nos. buoy lights demarcating the shipping channel leading to Haldia Dock Complex (Upper Part of Eden Channel) from 'Western Eden Spur' buoy to 'Lower Eden-VI' buoy including Mizzen Sand-I, II & III buoy over a stretch of about 21 Nautical Miles by utilising 3 nos. mechanised boat / bhut bhuties.	Rs.----- per mechanised boat /bhut bhuty per day.------(P)	Price to be quoted in INR and should be all inclusive excepting for Service Tax and Swatch Bharat & Krishi Kalyan Cess, as applicable, which would be payable extra at actual separately.
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Total evaluated price for 3 years (1096 days) = P x 3 x 1096.

Annexure-A

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-B

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).

1. 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.

2. 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

3. 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 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 _____