

KOLKATA PORT TRUST

E-TENDER NOTICE

TENDER Ref. NO. Mrn/HMP/2/8/177 dated 17.04.2017

Kolkata Port Trust intends to engage a contractor for replacement and repair of outer flood mooring buoy of No.8 Baj Baj jetty and laying of one leg of mooring chain attached to a newly built “Dead-man” for inner flood mooring buoy of No.8 Baj Baj jetty.

Estimated value of the tender is Rs.2,50,000/- (Rupees two lakhs fifty thousand only)

SCHEDULE OF TENDER (SOT)

A. Name of work	Replacement and repair of outer flood mooring buoy of No.8 Baj Baj jetty and laying of one leg of mooring chain attached to a newly built “Dead-man” for inner flood mooring buoy of No.8 Baj Baj jetty.
B. E-Tender No.	KoPT/Kolkata Dock System/DMD/5/17-18/ET/36
C. Estimated cost	Rs.2,50,000/- (Rupees two lakhs fifty thousand only)
D. Period of Contract	21 days
E. Mode of Tender	e-Procurement System (Online Part I – Techno-Commercial Bid and Part II – Price Bid through www.mstecommerce.com/eproochome/ 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/HMP/2/8/177 dated 17.04.2017
G. Date of NIT available to parties to download.	From 21.04.2017
H. Off line Pre-Bid Meeting date and time	At 1200 hours on 02.05.2017 at Harbour Master (Port)’s Office, “Subhas Bhavan”, 40, C.G.R. Road, Kolkata – 700043.
I. i) Earnest Money Deposit.	The bidders shall be required to deposit Rs.5,000/- (Rupees Five thousand only) as ‘Earnest Money Deposit’ (EMD) payable to

	Kolkata Port Trust as per tender stipulation.
ii) Bid Document fee / Tender Fee.	The intending bidders also should submit the tender cost of Rs. 100/- (Rupees One hundred only) to Kolkata Port Trust separately as per tender stipulation.
iii) Transaction Fee	Rs.145/- (Rupees One hundred forty-five only) (including Service Tax & other charges @ 15% on Service Charge) Payment of Transaction fee by NEFT/RTGS in favour of MSTC LIMITED (refer clause No.4 of Annexure-A)
J. a) Last date of submission of EMD & Bid Document Fee to KoPT.	Up to 1300 hrs on 12.05.2017.
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/eprocho me/	From 21.04.2017 at 1600 hrs.
L. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	Up to 1300 hours on 12.05.2017. 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 12.05.2017 after 1400 hours.

IMPORTANT INSTRUCTIONS TO TENDERERS

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

	<p>Process of E-tender :</p> <p>1 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).</p> <p>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/Govt depts → Select KoPT Logo-</p> <p>>Register as Vendor -- Filling up details and creating own user id and password → Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact KoPT/MSTC, (before the scheduled time of the e-tender).</p> <p><i>Contact person (KoPT):</i></p> <p>1. B. Pakrashi, Harbour Master Port, E-mail ID.:- dhmr@kolkataporttrust.gov.in</p> <p>2. N. Rajaram, Dy, Harbour Master Port E-mail ID.:- dhmp@kolkataporttrust.gov.in</p> <p><i>Contact person (MSTC Ltd):</i></p> <p>1. Shri S Mukherjee, DM(e-Commerce) – smukherjee@mstcindia.co.in</p> <p>2. Ms S Maity, AM(e-Commerce) – smaity@mstcindia.co.in</p> <p>Google hangout ID- (for text chat)- mstceproc@gmail.com</p> <p>B) System Requirement:</p> <p>i) Windows 7 or above Operating System</p> <p>ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature</p> <p>iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p>
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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)
2	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.
3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4	<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>
5	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).
6	E-tender cannot be accessed after the due date and time mentioned in NIT.

7	<p>Bidding in e-tender :</p> <ul style="list-style-type: none"> a) 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. b) The process involves Electronic Bidding for submission of Technical and Commercial Bid. c) 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/Govt depts → Login under KoPT → My menu → Auction Floor Manager → live event → Selection of the live event d) 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. e) 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 and the same has to be 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
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	<p>their bid</p> <ul style="list-style-type: none"> f) Vendors are instructed to use <i>Attach Doc button</i> to upload documents. Multiple documents can be uploaded. g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid. h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else. i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. 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. k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. 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. 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.
8	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9	No deviation to the technical and commercial terms & conditions are allowed.
10	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.
11	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.

1. ANNEXURE A : IMPORTANT INSTRUCTIONS TO BIDDER
2. ANNEXURE B : TENDER DOCUMENT
3. ANNEXURE C : PRICE BID
4. ANNEXURE - D : FORMAT OF AFFIDAVIT FOR ESI EXEMPTION
5. ANNEXURE - E : FORMAT OF AFFIDAVIT FOR PF EXEMPTION
6. ANNEXURE - F : INDEMNITY BOND
7. ANNEXURE - G : FORM OF TENDER

BID DOCUMENT FOR THE TENDER

OF

Replacement and repair of outer flood mooring buoy of No.8 Baj Baj jetty and laying of one leg of mooring chain attached to a newly built “Dead-man” for inner flood mooring buoy of No.8 Baj Baj jetty..

BY

KOLKATA PORT TRUST

TENDER NO. MRN/HMP/2/8/177

DATED 17.04.2017

Tendering Authority:

Harbour Master (Port)

“Subhas Bhavan”, 40, C.G.R. Road, Kolkata – 700 043

Telephone / FAX No. 033-2439-1730.

Email : hmp@kolkataporttrust.gov.in / dhmp@kolkataporttrust.gov.in

Website : www.kolkataporttrust.gov.in

1.0 Notice Inviting E-Tender

Sealed tenders are invited for the above work from reputed, bonafide firms who meet the following pre-qualification criteria:-

- 1.1 The firm must have experienced in above work. Performance certificate and work order / agreement obtained from previous clients to be produced to establish the credibility.
- 1.2 The firm must have experience of having successfully completed similar jobs during the last 7 years up to 31.03.2017 which should be in the following manner:-
 - 1.2.1 3 (three) similar completed works costing not less than Rs.1 lakh each;
Or
 - 1.2.2 2 (two) similar completed works costing not less than Rs. 1.25 lakh each;
Or
 - 1.2.3 1 (one) similar completed work costing not less than Rs. 2 Lakhs.
- 1.3 The average annual financial turnover of the firm during the last 3 years ending March 2016 should be at least Rs. 75,000/-.
- 1.4 The firm must have the capability of salvaging and relaying of mooring buoys.
- 1.5 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 and Profit and loss account for last 3 Years (i.e. 2013-14, 2014-15, 2015-16), Master Roll, Current P.F. statement, E.S.I. Registration or documents specified here in. The firm should also submit documents/statements in support of compliance of Minimum Wages Act.

2.0 Tender Authority : Harbour Master (Port), Kolkata Port Trust
"Subhas Bhavan", 40, C.G.R. Road,
Kolkata – 700 043
Telephone / FAX No. 033-2439-1730,
Email : hmp@kolkataporttrust.gov.in
Website : www.kolkataporttrust.gov.in

3.0 Schedule of tender:

Pre –Bid meeting	At 1200 hrs. on 02.05.2017
Last date and time of receipt of e-tender	Up to 1300 hrs. 12.05.2017
Period of contract	21 days
Cost of Tender Document	Rs.100/- (Rupees one hundred only)
Earnest money deposit	Rs.5,000/- (Rupees Five thousand only)
Due date and time of opening of tender	At 1400 hrs. on 12.05.2017

4.0 OTHER INSTRUCTIONS

- 4.1 Online application should be uploaded within the specified date and time of submission after which no application will be accepted. Kolkata Port Trust will not be responsible in any way for any delay.
- 4.2 Mere submission of tender documents will not mean that a particular Bidder will be automatically consider qualified and their bid will be entertained. Such qualification will be reviewed at the time of evaluation of bids.
- 4.3 In case there is an unscheduled Holiday / Bandh / Strike on prescribed last date of submission, the next working date will be treated as the scheduled prescribed day for the same.
- 4.4 The tender paper can be downloaded from KoPT website – www.kolkataporttrust.gov.in and Central Public Procurement Portal – <http://eprocure.gov.in> and also from the website www.mstcecommerce.com/eprohome/mstc of MSTC Ltd. Parties downloading the tender paper from website should ensure submission of the receipt from Treasurer, KoPT or original Bank Draft / Banker's Cheque payable to "Kolkata Port Trust" for an amount of Rs.100/- being the cost of tender document, failing which the tender will not be considered.
- 4.5 Kolkata Port Trust reserves the right to reject all the tenders or to accept any tender in whole or in part without assigning any reason therefore.
- 4.6 While evaluating tenders, regard would be paid to National Defence and Security consideration.
- 4.7 Further amendments, if any, would also appear in the same websites.

5.0 MODE OF SUBMISSION OF BID

- 5.1 The tenders are to be submitted 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.

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

- 5.1.1 Brief particulars of the Firm.
- 5.1.2 Current Trade License, Sales Tax Clearance Certificate / VAT Clearance Certificate, if applicable and Audited Balance Sheet for last 3 (three) years i.e. 2013-14, 2014-15,

2015-16. Authentic documents related to Registration under Service Tax Authority & ESI authority, PF Statement and document related to compliance of Minimum Wages Act.

- 5.1.3 Details of Similar Works previously carried out by the firm with value of each work.
- 5.1.4 Performance Certificate of similar previous works carried out.
- 5.1.5 The bidder should furnish the details of ESI Registration. In case the firm is not covered under ESI Act, or exempted, they would furnish necessary documents 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 KoPT approved format In addition to that the bidder must indemnify KoPT against all damages and accident occurring to their labour in a non-judicial stamp paper worth Rs. 50/- as per enclosed format.
- 5.1.6 Original Bank Draft / Bankers Cheque / Pay order payable to “Kolkata Port Trust” for Earnest Money Deposit of Rs.5,000/- (Rupees Five thousand only) in a separate cover super scribed (Earnest Money deposit).
- 5.1.7 A detailed deployment planning for the Tendered “Scope of Work “.
- 5.1.8 A separate letter addressing to Harbour Master (Port), confirming that the bidder has accepted all terms and conditions laid down in the Bid document should be enclosed.
- 5.1.9 A declaration confirming that the firm has not been blacklisted by any PSU.
- 5.1.10 Photo copy of Pan Card and details of ECS like (i) Name of the Bank (ii) address (iii) Account No., IFS Code, RTGS No. etc. to be submitted.
- 5.1.11 Signed and stamped blank copy of Price Bid format.
- 5.1.12 Any additional information /deviation furnished by the Bidder.
- 5.1.13 One Bid document duly stamped and signed on each page.

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

6.0 INSTRUCTION TO BIDDERS

Bidders are advised to submit quotation based upon Technical specification, terms and conditions, Scope of Work contained in the Bid documents. Should it, however,

become unavoidable, deviations should be suggested during pre bid meeting. KoPT reserves the right to accept or reject the suggested deviations.

- 6.1 Tenders not accompanied with EMD in Original Bank Draft / Bankers Cheque / Pay order are liable for rejection.
- 6.2 The Bid Document issued to the Bidder is not transferable.
- 6.3 Bid Document shall remain the property of Kolkata Port Trust.
- 6.4 One Bid Document to be retained by the bidder.
- 6.5 Kolkata Port Trust will not be responsible for any cost or expenses incurred by the bidder in connection with the preparation and submission of his / her bid or for any other expenses in connection with such bidding.
- 6.6 The work is to be done as described in Bid-document. The bidder who needs clarification on any specific issue shall inform the Engineer of the contract in writing well in advance of the date of pre-bid discussion at the address given in the next clause.
- 6.7 If the bidders find any discrepancy or omission in the Bid-documents or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer of the contract, who may send the written explanation to the queries. No oral interpretations shall be made by any bidder as to the meaning, if any, of the provision of the Bid-documents. Every request for an interpretation shall be in writing, addressed and forwarded to the Engineer of the contract at the following address:-

Harbour Master (Port), Kolkata Port Trust.
“Subhas Bhavan”, 40, C.G.R. Road, Kolkata – 700 043.
Phone / FAX No. 033-2439 1730
- 6.8 The bidders may please note that the Kolkata Port Trust 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 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.
- 6.9 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 bidders. Kolkata Port Trust may reject, accept or defer any bid without assigning any reason whatsoever

7.0 EARNEST MONEY DEPOSIT:

- 7.1 An amount of Rs. 5,000/- (Rupees Five thousand only) shall be submitted as Earnest Money Deposit by Demand Draft / Banker's Cheque / Pay Order, payable to "Kolkata Port Trust".
- 7.2 Earnest money will be accepted only by Demand Draft / Banker's Cheque / Pay Order. Earnest Money of all bidders will be kept in safe custody. Only Earnest Money of L-1 bidder will be en-cashed and Earnest Money instruments of other bidders will be returned after opening of price bids without any interest.
- 7.3 Earnest Money Deposit of successful bidder will be returned without any interest after submission of Security Deposit. Earnest Money shall be forfeited, if any Bidder withdraws his / her offer within the validity period of the tender and/or alters / amends any terms and/or conditions and/or quoted rate(s), within the validity period of the offer, making it unacceptable to the KoPT. For the purpose of this provision, the validity period shall include any / all extension thereof agreed to by the bidder in writing. Kolkata Port Trust shall also be at liberty to deduct any of their dues from Earnest Money Deposit.

8.0 SECURITY DEPOSIT :

- 8.1 10% of the contract value will be deducted from the final bill as Security Deposit after adjusting the Earnest Money deposit of Rs.5,000/-.The Security Deposit will be released after 6 months of the successful completion of the job.
- 8.2 The Harbour Master (Port) 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.
- 8.3 Telex /Telegraphic offers will not be considered. Bidders should prepare their Bid themselves. Bids prepared by agents will not be recognized. 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 / her decision to entrust the work (covered by the Bid document).

9.0 INSTRUCTION FOR FILLING THE BIDS

- 9.1 The bids can only be submitted in the name of the bidder in whose name the bid documents were issued by Kolkata Port Trust.
- 9.2 The Bid and any annotations or accompanying documentation shall be in English language only and in metric system.

- 9.3 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 authorized Executive officer of the bidder's organization.
- 9.4 Each page of the submitted 'Bid document' shall be signed by a duly authorized officer and in case of a Corporation, same shall be sealed with the corporate seal or otherwise appropriately executed under seal.
- 9.5 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 / her 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.
- 9.6 The bid document shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be completed and free from ambiguity, change or inter lineation.
- 9.7 Bidders should indicate at the time of quoting against this bid their full postal and Telegraphic / Telex / e-mail address.
- 9.8 Bidders shall set their quotations in firm figure and without any qualifications. Each figure stated should also be repeated in words and in the event of any discrepancy between the amounts stated in figure and words, the amount quoted in words shall be deemed to be the correct amount.
- 9.9 Price Bids, containing any sort of qualifying expressions will be rejected.
- 9.10 Bidders shall submit along with their offer the Earnest money either in Banker's Cheque / Bank Draft payable to "Kolkata Port Trust" for Rs. 5,000/-(Rupees Five thousand only). The Earnest Money shall specially bind to keep his offer valid for acceptance up to 180 days from opening of Techno-commercial bid and to abide by all the conditions of Kolkata Port Trust's Bid Document.
- 9.11 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 intends to or awards the work against the said bid to the said bidder, and the bidder fails to commence the work in stipulated time, the Earnest Money will be forfeited
- 9.12 Kolkata Port Trust reserves the right to ask any one of the bidder(s), who have submitted their price quotations to submit a break-up of the submitted price bid with adequate justification to establish for each of the component of the price bid. 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.

- 9.13 Harbour Master (Port) or his representative may convene meeting with the bidder with 7 days prior notice which the bidders will have to attend, failing which decisions of the Harbour Master (Port) taken unilaterally will be final and binding on the bidder.

10.0 PRICING OF THE BID

10.1 General :

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

10.2 Currency of quotations :

The bidder shall indicate the prices in Indian Rupees only. The bidder shall not quote in any other currency other than Indian Rupees.

10.3 Validity of Price Bid:

The Part-II (Price Bid) shall be valid for acceptance for a minimum period of 180 (one hundred eighty) days from the date of opening of Part-I (Technical & Commercial aspects of Bid).

10.4 Duties and Taxes :

The rate quoted by the bidders shall be inclusive of all Taxes and Duties except **Service Tax, Swatch Bharat Cess and Krishi Kalyan Cess**. However, Taxes and Duties presently applicable should be indicated separately both in percentage and amount including Service Tax and Swatch Bharat Cess. Any change(s) in Taxes and Duties during the period of contract shall be paid / recovered / adjusted. Service Tax, Swatch Bharat Cess and Krishi Kalyan Cess as applicable will be paid extra by KoPT at actual. Service Tax and Swatch Bharat Cess will not be considered for evaluation of tender. Service Tax, Swatch Bharat Cess and Krishi Kalyan Cess as applicable 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.

N.B : The information being provided in the Tender document does not relieve the Bidders from carrying out the works to suit the specified needs. The Bidder shall inspect the site and may conduct trials at their own cost and risk and use any and every other method to ensure the adequacy of their offer.

11.0 Interpretation of Terms

- 11.1 In the Contract and specifications the following works and expressions shall have the following meanings.
- 11.2 'THE TRUSTEES' - The expression "THE TRUSTEES" means the Board of Trustees of the Port of Kolkata.
- 11.3 "THE HARBOUR MASTER (PORT)" - The expression "The Harbour Master (Port)" means the office holding that post under the Trustees and includes his successors in office.
- 11.4 "THE ENGINEER" - The expression "The Engineer" means the Harbour Master (Port), for the purpose of this contract only.
- 11.5 "THE ENGINEER'S REPRESENTATIVE": The expression "The Representative" means any officer or person from time to time deputed by the Trustees or Harbour Master (Port) to act on their behalf for the purpose of this contract.
- 11.6 "DAY" - means duration of 24 hrs. commencing at 00.00 hours midnight till 2400 hours and includes Sundays and Holidays.

12.0 SCOPE OF WORK:

- 12.1 The outer flood mooring buoy of No.8 Baj Baj jetty is in submerged condition at present. This buoy needs to be salvaged and to be replaced by another mooring buoy from the stock of Mooring Master at Kolkata.

Ultrasound gauging needs to be done to assess the condition of the buoy. The damaged buoy will be repaired only if found economically viable for repair.

- 12.2 A new shore leg needs to be secured to the inner flood mooring buoy of No.8 Baj Baj jetty. This shore leg of suitable length needs to be secured to a newly built "dead-man" at shore which is required to be built "in situ" on the foreshore. Standard procedure to be followed for erection of the "Dead-man". The approximate size of the "Dead-man" will be 1mtr. x 1 mtr. x 1 mtr. The required length of the chain will be supplied from Mooring Master's available stock.

Price should be quoted in two parts that is

- 1) Replacing of the submerged outer flood mooring buoy of No.8 Baj Baj jetty by a new buoy and laying of a shore leg for inner flood mooring buoy of No.8 Baj Baj jetty.

2) Repair of the salvaged mooring buoy.

Payments will be made on the basis of the actual job carried out.

- 12.3 Whole operation needs to be completed within fifteen days from the date of issuance of Work Order.
- 12.4 Food and other facilities for the crew as per labour and marine laws shall be arranged by the contractor. All transportation costs towards men and material is the responsibility of the contractor.
- 12.5 Gate passes for men and material connected with this work would be provided free of cost.

13.0 Evaluation and comparison of bids.

- 13.1 Kolkata Port Trust reserves the right to accept price part of the offer (part-II) of only such bidders whose technical and commercial aspects of the proposals (part-I) are acceptable and complete. Kolkata Port Trust's decision in this regard shall be final and binding on the bidder. Kolkata port Trust may not open the price part of the offer (Part-II) of the bidders whose technical and commercial aspect of the proposal is not acceptable or incomplete.
- 13.2 Kolkata Port Trust also reserves the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders.
- 13.3 The Bids received and accepted will be evaluated by method indicated in the Price Bid. Clause 24.0

14.0 Bid Opening

14.1 Part-I: Technical and Commercial Aspects

One representative of each bidder will be allowed to be present during the opening of the bid provided such representative possesses a written authorization from the bidder.

14.2 Part-II (Price part of the offer)

Price Bid of only those Bidders, whose Technical and Commercial proposals are complete and acceptable, shall be opened on the scheduled date or a suitable date to be intimated later.

15.0 On placement of work order to the successful bidder, the bidder shall arrange for mobilisation of his men and equipments on immediate basis.

16.0 **The General Conditions of Contract of KoPT shall be applicable wherever relevant.**

17.0 **Insurance:**

17.1 The machinery and Third party liability.

17.2 All persons deployed by the contractor shall be insured by the contractor at his / her cost. KoPT shall not be responsible in any manner for any accident to the personnel engaged by the Contractor during the entire operation or otherwise.

18.0 **Payment:**

18.1 Payment shall be made to the contractor within 45 days of submission of relevant bills. Payment will be made only through ECS for which the Contractor must furnish the relevant bank details.

19.0 **Termination of contract**

KoPT, at his sole discretion may terminate the contract after serving proper notice, if the performance of the contractor during the operation is not found satisfactory. The decision of KoPT about the performance will be final.

20.0 **FORCE MAJEURE**

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

21.0 The contractor should comply with contract labour (Regulation and Abolition) Act 1970 , including compliance of Employees State Insurance Act (if applicable), Workmen Compensation Act, Minimum Wages Act 1948 and Employees (contractor being the employer) Insurance and any other Laws enforce as on date.

22.0 **Interpretation of Contract Documents, Disputes and Arbitration.**

- 22.1 In all disputes , matters, claim demands or questions arising out Engineer's of or connected with the interpretation of the contract including decision 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 of 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.
- 22.2 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.
- 22.3 If, however, the Contractor be still dissatisfied with the decision would require to give notice to the Chairman for arbitration, he shall, within 15 days after receiving notice of such decision, required that within 60 days from contractor's written notice, the Chairman shall refer the matter to an Arbitrator or the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission for arbitration within the meaning of Indian Arbitration Act, 1940 or any statutory modification thereof.
- 22.3.1 If, the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as sole Arbitrator and he shall proceed from the stage at which it was left by his predecessor.
- 22.3.2 The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.
- 22.3.3 The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, or any amendment thereof. The Arbitrator may, if found necessary enlarge the time for making and publishing the award, with the consent of the parties.
- 22.3.4 The venue of the arbitration shall be at Kolkata. Upon every or any such reference the cost of any incidental to the reference and award respectively shall be in the discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid.
- 22.3.5 The award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act with latest amendments thereof. Arbitrator

shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reasons for the award.

22.3.6 The Arbitrator shall consider the claims of all the parties to the contract within only the parameters of scope and conditions of the contract in question.

22.3.7 Save as otherwise provided in the contract the provisions of the Arbitration Act, and rules made there under, for the time being in force, shall apply to the arbitration proceedings under this clause.

22.3.8 The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decision. The Engineer also shall not withhold any payment, which according to him, is due or payable to the contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.

23.0 List of enclosed formats

23.1 Format of Price Bid

23.2 Format of affidavit for ESI exemption

23.3 format of affidavit for PF exemption

23.4 Indemnity bond related to ESI

23.5 Form of Tender

24.0 FORMAT OF PRICE BID

PRICE NOT TO BE QUOTED HERE

BILL OF QUANTITY

Description of work	Nature of charge Amount in figure and words
A. Replacing of the submerged outer flood mooring buoy of No.8 Baj Baj jetty by a new buoy and laying of a shore leg for inner flood mooring buoy of No.8 Baj Baj jetty.	Lump-sum rate to be quoted
B. Ultrasound gauging and repair of the salvaged mooring buoy.	Lump-sum rate to be quoted

Evaluation will be done on the Total Cost i.e. A+B

Total amount in words Rs.....

FORMAT OF AFFIDAVIT FOR ESI EXEMPTION
On the Rupees Ten Non judicial stamp paper

BEFORE THE 1ST CLASS MAGISTRATE AT

AFFIDAVIT

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

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

(In case the above Deponent is an enlisted contractor at Kolkata Port Trust, the same should be mentioned in the affidavit.)

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

That the present affidavit is to be filed before the Kolkata Port Trust as per the clause No.....of the tender No..... issued by 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.

Identified by me.

DEPONENT

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 Director, 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 Director, 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 the -----day of ----- in the year -----
-----at -----

Sureties: Signature of the Indemnifier

1.Name:

Address:

2.Name:

Address:

FORM OF TENDER

Harbour Master (Port), Kolkata Port Trust,
“Subhas Bhavan”, 40, C.G.R. Road
Kolkata – 700 043

Dear Sir,

We, M/s.....having read and fully understood the specification conditions of tender and general conditions of contract hereby tender to salvage and relaying of upper-inner ebb mooring buoy of No.8 Baj Baj moorings in the original charted position to the Trustees for the Port of Kolkata in accordance with and as set forth in Notice Inviting Tender, General Conditions of Contract etc.

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

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

We have deposited with the Trustees' Financial Adviser & Chief Accounts Officer Rs..... vide Receipt No.....dated.....as Earnest Money, Photostat copy of which is attached. Original Banker's Cheque No...../ Bank Draft No..... / Pay Order No. from..... Bank is enclosed.

We also agree to abide by this tender for a period of 180 days from the closing date of this tender and in default of our so doing, the Earnest Money of Rs. 8,000/- deposited by us shall be liable to forfeiture at the option of the competent authority.

Should Kolkata Port Trust ask for a break up of our price, we shall submit the same forthwith with adequate justification to establish its veracity, failing which Kolkata Port may cancel our tender and forfeit the Earnest Money deposited by us.

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

Yours faithfully,

Dated.....

Signature.....

Full Address

(Seal)

Note: All blank spaces to be filled in by the Tenderer and be submitted along with tender.