

KOLKATA PORT TRUST

Hydraulic Study Department 20, Garden Reach Road, Kolkata -700043

Phone: +91-33-2409-3031/2409-3032 Fax: +91-33-2409-3036

Website: www.kolkataportturust.gov.in

WORK TITLE: "Acquisition/replacement of existing Differential Global Positioning System (DGPS-MF) with latest state-of-the-art DGPS-MF receiver 10 (ten) Nos. along with all accessories, Laptop computer, Software and Comprehensive Annual Maintenance" under Hydraulic Study Department (HSD) of Kolkata Port Trust (KoPT)

E-Tender in two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide & experienced agency, their authorized agents/ service provider of national and international repute with experience having supply, maintained, satisfactorily in India or abroad or combination of both as per Prequalification criteria as stipulated in Tender Document for the above work. Bid Document will be available from MSTC website. Corrigendum or clarifications, if any, shall be hoisted on the website of www.mstcecommerce.com

Bidders will have to participate in bidding process through website <u>www.mstcecommerce.com</u> only.

(B. Chaudhuri) Chief Hydraulic Engineer

Date: 12.05.2017

SCHEDULE OF TENDER (SOT)

a. TENDER NO.	Hyd/8149.I/415 Dt. 12.05.2017
b. MODE OF TENDER	e-Procurement System (Online Part I – Techno-Commercial Bid and Part II – Price Bid) through www.mstcecommerce.com/eprocurement KoPT of MSTC Ltd.
	The intending bidders are required to submit their offer electronically through e-tendering portal. No physical offer (hard copy) is acceptable by KOLKATA PORT TRUST.
c. E-Tender No.	KoPT/Kolkata Dock System/HSD/1/17-18/ET/84
d. Availability of NIT in KoPT website	From 12-05-2017 to 14-06-2017 (Upto 14.00 hours)
e. Pre-Bid Meeting date & Time	The Pre-Bid Meeting will be held on 25.05.2017 at 12:00 hrs. at Hydraulic Study Department, Kolkata Port Trust, 20 Garden reach Road, Kolkata – 700 043.
f. Pre-Bid Meeting closing date & Time	On 25.05.2017 at 16.00 hrs
g. i) Estimated Cost Of Work	Rs. 75,00,000.00 (Rupees Seventy Five Lakh) only
ii) Earnest Money Deposit	The intending bidders should submit Earnest Money of Rs. 1,50,000.00 (Rupees One Lakh Fifty Thousand) only to KoPT as per NIT, otherwise their offer will be summarily rejected.
iii) Cost of Tender	The intending bidders should submit the tender cost of Rs. 3,000/- (Rupees Three Thousand) only (non-refundable) separately to KoPT as per NIT, otherwise their offer will be summarily rejected.

iv) Transaction Fee	Rs. 4313 /- (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)
Last date of submission of 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.
h. Last date of submission of EMD & Bid Document fee at Kolkata Port Trust	14-06-2017 upto 14.00 Hrs at Hydraulic Study Department, Kolkata Port Trust, 20 Garden Reach Road, Kolkata-700043
i. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/	09-06-2017 (From 12.00 hours onwards)
j. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	14-06-2017 (Up to 2:00 P.M.)
k. Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	14-06-2017 (at 3:00 P.M.) In case of General strike / Bandh or unprecedented cease work, the time of opening of the bids will be automatically extended to 15:00 hours of the next working day of KoPT.
Date of opening of Part II (i.e. Price Bid) will be informed separately	

List of Annexures

Important Instructions for E- procurement :- Annexure - A
Commercial Terms & Conditions :- Annexure - B
Techno Commercial Bid (Part-I) :- Annexure - C
List of Scanned Documents required to be uploaded :- Annexure - D
Price Bid (Part-II) :- Annexure - E

Annexure -A

Important instructions for e-tender

This is an e-procurement event of KOLKATA PORT TRUST. The e-procurement service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020. You are requested to read the terms & conditions (Annexure-B) of this tender before submitting your online tender.

1. 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 over the internet. The Vendor should posses 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 <u>www.mstcecommerce.com</u>→ 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 (Kolkata Port Trust):

Shri M. K. Paul, EIE – <u>mkpaul@kolkataporttrust.gov.in</u>

Contact person (MSTC Ltd):

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

- 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 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. (A) Part-I The Techno-commercial Bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.
 - (B) Part-II Price Bid will be opened electrically of only those bidder(s) whose Part-I Techno-commercial Bid is found to be Techno-Commercially acceptable by KoPT and subsequently successful demonstration to KoPT. Such bidder(s) will be intimated date of opening of Part-II Price bid, through valid email confirmed by them.
- 3. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- 4. 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. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendors shall remit the transaction fee amount as per the details printed on the challan without making change in the same. 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.

Transaction fee is non-refundable.

A vendor will not have the access to online e-tender without making the payment towards transaction fee.

- 5. Information about tenders / corrigendum uploaded shall be sent by email only during the process till finalization of tender by KoPT. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC (i.e. Service Provider). Bidders 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. Bidding in e-tender:

- a. Bidder(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 successful / unsuccessful bidder(s) will be refunded by KoPT as per of clause 3.4, 3.5 of latest G.C.C. of KoPT
- b. The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- c. The bidder(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 KOPT→My menu→ Auction Floor Manager→ live event →Selection of the live event
- d. The bidder 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 clicking on the Technical bid. If this application is not run then the bidder will not be able to save/submit his Technical bid.
- e. After filling the Technical Bid, bidder should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the bidder can click on the "Final submission" button to register their bid.
- f. Vendors are instructed to use *Attach Doc button* to upload documents. Multiple documents can be uploaded.
- g. In all cases, bidder 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 bidders 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 bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. The successful bidder shall be called hereafter CONTRACTOR.

It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. 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 bidder confirms his acceptance of terms & conditions for the tender. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document. 8. Necessary addendum/ corrigendum (if any) of tender would only be hoisted in the e-tendering portal of M.S.T.C. 9. 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. 10. Kolkata Port Trust (KoPT) has the right to cancel this e-tender or extend the due date of receipt of 11. bid(s) without assigning any reason thereof. 12. The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/kopt of MSTC Ltd. The bidders must upload all the documents required as per terms of tender. Any other document 13. uploaded which is not required as per the terms of the tender shall not be considered. The bid will be evaluated based on the filled-in technical & commercial formats. 14. 15. Bidders 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. 16. The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited.

Punitive action including suspension and banning of business can also be taken against defaulting

bidders.

Commercial Terms & Conditions

SL.	TERMS
NO.	

- Mere participation in e-tender will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.
- 2 Due date of submission of tender will not be extended under any situation.
- The Terms and Conditions of E-Tender shall be read in conjunction with the General Conditions of Contract (available in KoPT website Rules & Regulations Non-service Regulations), Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.
- The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract of Ko.P.T. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Chief Hydraulic Engineer, KOLKATA PORT TRUST, thereon shall be final and binding upon all parties.
- The Trustees also reserve the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders before opening of the price bids.
- The Trustees are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.
- 7 The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Calcutta.
- 8 Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.
- 9 Bidders are advised to visit the site of work prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions etc. before submission of the e-tender. He may contact the Chief Hydraulic Engineer or his authorized representative at his office at 20, Garden Reach Road, Kolkata -700043 in this regard. Non compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.

10 VALIDITY:

The tender shall remain open for acceptance for a period of **4 months** from the date of opening of techno-commercial bid.

If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.

- During techno-Commercial Evaluation, i.e. evaluation of Part-I tender, an offer shall be considered non-responsive in case it:-
 - (i) is not accompanied by requisite earnest money,
 - (ii) is not accompanied by requisite tender paper cost,
 - (iii) validity of the offer is less than tender stipulation,
 - (iv) it does not the meet the Qualification Criteria as stipulated in the NIT.
 - (v) the bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely / offer or tender if submitted with any deviation from the tender terms & conditions.
 - (vi) if the tender is conditional.
 - (vii) if all the documents required as per NIT are not uploaded.

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

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

The decision of Kolkata Port Trust in this regard shall be final and binding on the Bidder.

- 12 Security deposit: As per Tender document, Annexure –C
- In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order be cancelled at the option of the Trustees'.
- 14 The bidder shall quote his price as per the Bill of Quantities in the Price bid (Part-II)
- 15 The Bidder shall state clearly his quoted rates both in figure & word.

- Orders may be placed in full/part to the lowest bidder.
- 17 Price(s) to be quoted should remain firm over the contract period.
- All taxes & duties are deemed to be included in the quoted rate except **Service Tax/ Excise Duty** as applicable.
- 19 EVALUATION CRITERIA: As mentioned in the BOQ.
- 20 <u>PAYMENT</u>: As per Tender document, Annexure -C.
- 21 Location: As per Tender document.
- 22 Time of Completion: As per Tender document. Annexure -C.

23 JURISDICTION OF COURT:

The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Kolkata.

- 24 <u>Micro & Small Enterprises (MSEs) registered with NSIC</u>
 - i) Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC's(DISTRICT INDUSTRIES CENTRE) Certificate.
 - ii) If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer will not be considered.
 - iii) Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
- 25 EARNEST MONEY: Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only)
- 26 BID DOCUMENT FEE: Rs. 3,000/- (Rupees Three Thousand) Only
 - E-Tenderers submitted without requisite Earnest Money and bid document fee are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) for items for which the tender is invited.
- EMD and Bid document fee to be submitted physically before the tender opening date in an envelope marking **EMD & Bid document fee** superscribing the e-tender number on the envelope.

NOTICE INVITING TENDER

E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide & experienced agency with required experience as per Prequalification criteria stipulated in Tender Document for the following work at Kolkata Port Trust.

> Name of work	:	"Acquisition / Replacement of existing Differential Global Positioning System (DGPS-MF) receiver 10 (ten) Nos. along with all accessories, Laptop computer, software etc. and Comprehensive Annual Maintenance"
E-Tender No	:	KoPT/Kolkata Dock System/HSD/1/17-18/ET/84
Estimated Cost	:	Rs. 75,00,000.00 (Rupees Seventy Five Lakh Only)
Period Of Execution	:	Two Month from the date of acceptance of work order
Earnest Money	:	Rs.1,50,000.00(Rupees One Lakh Fifty Thousand Only)
Period of Download of E-Tender (Both Days Inclusive)	:	12-05-2017 to 14-06-2017 (UPTO 14:00 HRS.) (Bid document will be available on MSTC, Website). Bidders will have to participate in bidding process through website www.mstcecommerce.com only.
Date and Time for pre-bid meeting & site visit	:	The Pre-Bid Meeting will be held on 25.05.2017 at 12:00 hrs at Hydraulic Study Department, Kolkata Port Trust, 20 Garden Reach Road, Kolkata – 700 043. The decision/amendment/ clarification, if any, made in the pre-bid meeting will be published in the website which will be the integral part of the tender and will be binding to all bidders and contractor.
Last date of submission of e- tender and opening of Cover - I of the tender	:	14-06-2017 Submission Up to 14:00 hrs. Opening after 15:00 hrs.
Cost of Tender Document (Non-refundable)	:	Rs. 3,000.00 (Rupees Three Thousand) Only.
> Contact Person.	:	Sh. M. K. Paul, Electronics Instrumentation Engineer e-mail: mkpaul@kolkataporttrust.gov.in

Details of the Tender & Tender Documents are available in web site of MSTC and have to participate in bidding process through their website www.mstcecommerce.com only.

PRE-QUALIFICATION CRITERIA: -

The prequalification criteria will be as follows and the bidder is required to upload the scanned copy of the following documents as part of its Techno-commercial bid:

- 1. The intending bidder must have successfully completed similar works like **Supply**, **Installation**, **Commissioning**, **maintenance of** Differential Global Positioning System (DGPS-MF) receiver along with all accessories, software and Comprehensive Annual Maintenance during the last 7 (seven) years ending last day of month previous to one in which applications are invited and the experience should be either of the following:
 - Either (i) 03 (Three) similar satisfactorily completed such type of work costing not less than the amount equal to Rs. 30.0 Lakh in each occasion.
 - Or (ii) 02 (Two) similar satisfactorily completed such type of work costing not less than the amount equal to Rs. 37.50 Lakh in each occasion.
 - Or (iii) 01 (One) similar satisfactorily completed such type of work costing not less than the amount equal to Rs. 60.0 Lakh in each occasion.
- 2. The Average Annual Financial Turnover of the bidding firm during the last three years, ending on 31-03-2016, should be at least Rs. 22.50 Lakh.
- 3. Work experience as a sub contractor **shall not be** considered as the requisite qualification.
- **4.** Credential in the form of copies of Letters of Award of works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the above mentioned pre-qualification criteria.
- 5. Scan copy of the following documents to be uploaded:
 - i) VAT registration certificate.
 - ii) Valid Trade Licence.
 - iii) Valid Professional Tax Clearance. Certificate/up to date tax payment challan.
 - iv) Proof of processing valid Employees' Provident Fund (EPF) Account. PF Registration Certificate.
 - v) Proof of being registered with Employees' State Insurance Corporation (ESIC), ESI Registration Certificate.
 - vi) Credentials in the form of copies of Letters of Award of Works along with corresponding Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
 - vii) Last three years balance sheet and profit & loss account in support of Annual Financial turnover (i.e. 2013-2014, 2014-2015 and 2015-2016) and the same should be audited as per relevant norms wherever required.

- viii) Addendum/ Corrigendum/ Notice/ Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.
- ix) Certified copies of PAN Card.
- x) Bank Draft/Pay order etc. regarding EMD & Bid document fee/ NSIC Registration Certificate.
- xi) Duly signed and stamped full Techno Commercial Part (Part-I) and Price Bid (Part-II) & GCC in each page.
- xii) Service Tax Registration Certificate.
- xiii) Excise Duty Registration Certificate, if applicable.
- xiv) Form A duly filled in.
- xv) Certificate from respective OEM stating that no malicious content exists in the hard ware, software along with certificate to the effect that the offered system is not end of life (EOL) system.
- xvi) Certificate conforming to supply and availability of spares, PCB, accessories etc. for maintenance of the supplied equipment(s) for the comprehensive AMC period and warranty period is to be furnished, otherwise their offer will not be considered.
- xvii) Self declaration of the bidder that the Bidding Firm has Not been debarred/de-listed by any Govt. / Quasi Govt. / Public Sector undertaking in India.
- xviii) Self declaration of the proprietor/ partner(s)/ authorised signatory of the bidding firm (in the case of proprietorship firm/ partnership firm/ limited company, as the case may be) is / are not associated with any other firm bidding for the same work.
- 6. The selected agency will have to give warranty for maintenance of such DGPS, Laptop computer, software and accessories for a period of EIGHT years in totality.

SCOPE OF WORK:

Hydraulic Study Department, Kolkata Port Trust (KoPT) use DGP system to undertake precise survey and dredging work in the Hooghly–Bhagirathi River System, estuary. The following instrument /equipment as detailed given below are sought for buyback in the instant NIT.

Sl. No.	Equipment Description (for Replacement / Buyback items)	Qty.
1.	Differential GPS receiver (Make: Hemisphere; Model: Crescent R110) along with all accessories, software etc.	10
2.	GPS & MF Beacon Antenna	10
3.	HP Laptop (Model: DV 9704) with software but without DGPS software.	10

• KoPT intends to entrust comprehensive maintenance with acquisition / replacement of the above DGP systems in totality inclusive of all on turnkey basis for satisfactory operation for a period of eight years from the date of acceptance of the system from bonafide agencies or their authorised agencies/ service provider of national or international repute who have full access to take support from the OEM in terms of purchase of spares, technical assistance, telephonic assistance, software maintenance, upgradation / replacement etc. of the system, as required during the tenure of the contract.

- The Acquisition work by replacement of existing DGPS-MF receiver compatible with DGLL correction signal is to be completed within 2 (two) month from the date of award of the contract.
- The bidders are requested to forward their offer for supply (Detailed list mentioning clearly make, model, OEM etc), installation and commissioning of new DGPS-MF system along with warranty and maintenance by replacing the above DGP System on turnkey basis for a period of eight years (Three years warranty + Five years CAMC) compatible with DGLL correction signal 283.5 to 325 KHz and replacement of Laptop PC with at least 15.6" display, 64 Bit i3 processor or higher version, 4GB RAM, 500 GB Hard Disc compatible for survey work along with all accessories etc. in totality with following terms and conditions:
- 1. Guaranteed operational life of the system for at least 8 years
- 2. Guaranteed availability of technical support for at least 8 years
- 3. Guaranteed availability of service and technology for at least 8 years
- 4. The replaced DGP system receiver should comply at least with the following specification along with all manuals.
 - i. 12 Channel DGPS receiver (MF) with an inbuilt display (minimum size 5x1.8 cm)
 - ii. Time to fix not more than 2 minutes (cold start)
 - iii. Resolution less than 0.1 m
 - iv. Rate of Data update 0.6 sec or less.
 - v. Signals to be tracked L1-C/A code, DGLL MF signal (283.5 to 325 KHz) or any commercial system complying with at least RTCM format
 - vi. Capable of tracking minimum 10 no's Satellite
 - vii. Positional display in Lat/Long in deg/min/sec format.
 - viii. Operating temperature 0° C to + 55° C
 - ix. LED indicators for Power, GPS, MF signals
 - x. Input/output data interface should be at least RS232/RS422 (at least one) and USB port must be available for interfacing the DGP system with Laptop computer compatible to standard protocol of data logging software. Baud rate should be 1200 bits/sec and above.
 - xi. Data output NMEA 0183 messages
 - xii. PPS output: Pulse output of 1 sec interval
 - xiii. Input voltage 12v/24v DC and AC mains operated.
 - xiv. Length of antenna cable at least 30 meters
 - xv. The offered DGPS receiver should be capable of receiving MF correction signal under all conditions at least at a distance of 250 Km from the transmitting MF correction signal stations.

The DGP system receiver should be able to interface with supplied Laptop computer and a standard navigational software should be provided which should be able to display at least the following on Laptop screen, logging of parameters (position, waypoint etc.) not required:

- xvi. Position display in Lat/Long in deg/min/sec, XY format
- xvii. Transformation between different/Local geodetic system (such as WGS 84, UTM, Indian Everest)

- xviii. Conversion to UTM (Universal Transverse Mercator)
- xix. Input of Way points (at least 1000 per file), with at least 100 routes per file
- xx. Above waypoints should be displayed on a Map display screen with the Tracks / Routes highlighted, and the following Track / Route based data calculated:
 - Speed over ground (SOG)
 - Course over ground (COG)
 - Heading
 - Cross track error
 - Steering display
 - Distance to destination
 - Helmsman's display with Left-Right Indicator
- xxi. The Map display screen should be able to display the following as background charts:
 - a) KoPT S-57 chart in the background (charts to be provided by KoPT during Demonstration)
 - b) Geo-referenced TIF chart produced by KoPT
- xxii. Should give Positional error messages including:
 - a) Geometric dilution of precision (GDOP)
 - b) Horizontal dilution of precision (HDOP)
- xxiii. The receiver should be robust and waterproof. Supplied receiver should be IP 67 compliant.
- xxiv. The bidder is required to submit a certificate from respective OEM stating that no malicious content exist in the hardware, software. The offered system is not EOL (End of Life System).
- xxv. Certificate conforming to supply and availability of spares, PCB, accessories etc. for maintenance of the supplied equipment(s) for the comprehensive AMC period and warranty period is to be furnished, otherwise their offer will not be considered.
- 5. a) Demonstration of the MF DGPS receiver compatible with DGLL correction signal offered for replacement is to be given by the bidder at their risk, responsibilities and costs in the Hooghly Estuary working environment before opening of Price offer as per date fixed by KoPT. The date will be intimated at least five working days prior the date of demonstration KoPT will only provide the launch/vessel as the case may be on a pre-fixed date. No extension/deferment of the date will be entertained.
 - b) Compliance of Sl. No. 4 under subhead (i) to (xxv) is mandatory for qualifying in the demonstration failing which KoPT will be compelled to disqualify the referred bid.
- 6. On site assistance and schedule service assistance during entire contract period.
- 7. System overhauling/repairing whenever needed.
- 8. System hardware, software documentation and spare parts update.
- 9. Training to update the technical expertise and knowhow.

- 10. Preventative maintenance for smooth operation.
- 11. Details of the technical personnel with qualification who will undertake the CAMC.
- 12. Authorisation certificate of OEM is to be submitted by the bidder mentioning clearly the instant tender No. Hyd/8149.I/415 dated12.05.2017 of the referred work.
- 13. Risk Purchase clause will be applicable in terms of relevant clause of G.C.C.
- 14. If maintenance is found not satisfactory during contract period, the contract will be liable to be terminated with a notice of one month period and Risk purchase clause will be applicable.
- 15. The replaced element to be supplied if any during the period will be KoPT's property since handing over to KoPT.

16. Payment terms:

The 90% payment towards cost of equipment will be paid after successful installation, commissioning and acceptance of the system in totality on submission of bill in quadruplicate along with commissioning certificate and remaining 10% will be paid after satisfactory completion of warranty period of three years. However, 100% payment may be released if 10% security deposit in the form of performance Bank Guarantee, issued from a schedule bank having branch at Kolkata, for a period of three years and claim period of further three month is submitted by the contractor along with the bill as accepted by KoPT. The entire performance Bank Guarantee will be released after satisfactory completion of warranty period.

After successful completion of three year of warranty period proportional CAMC cost will be paid on half yearly basis i.e. after satisfactory maintenance of every six months period.

The Bill in Quadruplicate is to be submitted to the office of the Chief Hydraulic Engineer, Hydraulic Study Department, Kolkata Port Trust, 20, Garden Reach Road, Kolkata-700 043 giving details of Bank Particulars for payment viz. (i) name of bank (ii) branch name (iii) branch code, (iv) designated account number etc require for on account payment.

17. Hydraulic Study Department (HSD), KoPT being a recognised R&D unit accredited by the Ministry of Science & Technology, Govt. of India, is exempted from payment of Custom Duty (Concessional rate) on such work. The Customs Authority would be requested for allowing exemption from payment of Customs Duty for the necessary importation of component, as required for the work on receipt of list of appliances to be imported under the contract if certificate is available during the period. However, any custom duty if required to be paid for importation, KoPT is not liable to reimburse the same. If customs authorities do not allow the exemption then it has to be paid by the contractor.

18. CONTRACT LABOUR LAWS:

The contractor shall be required to comply with the minimum wages Acts 1948, Employees Liability Act, 1938, Industrial Disputed Act, 1947, and The Contract Labour (Regulation and Abolition) Act, 1970, or statuary amendments and the modifications

thereof, any other laws relating thereto and the rules made there under from time to time. Payment to the labourers to be made as per the minimum wage rate fixed by Chief Labour Commissioner (Central) and as per M.W.A. Govt of W.B. whichever is higher and revision from time to time.

It will be the duty of the contractor to abide by the provisions of the Act. Ordinances, Rules, Regulations, Byelaws and Procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay/ damage etc. And keep the Engineer indemnified against all penalties and liabilities of any king for non compliance or infringement of such Acts, Ordinances, Rules, Regulations, By-laws and Procedures.

The contractor shall indemnify the KoPT against payment to be made under or for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his subcontractor.

The aforesaid regulations shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a Breach of Contract. It will be obligatory on the part of Contractor to obtain necessary Labour Licence from the Competent Authority for deploying requisite Nos. of labours in the work and submit to the Engineer-In-Charge prior to commencement of the work.

The contractor shall also be required to comply regarding work 'Workmen Compensation Act, 1923 as amended by Amendment Act No.65 of 1976'

In addition to the above, the Personal Injures (compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time. The contractor shall take into account all the above said financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.

The contractor shall indicate maximum number of workmen to be engaged on any day for execution of the work in the appropriate place in the ABSTRACT FROM OF TENDER & he shall have to obtain a regular/ permanent license as per sec12(1) of the Contract Labour Act.

Further, whenever a contract work has commenced or completed, the contractor has to intimate the same to the Assistant Labour Commissioner (central)/ Labour Enforcement Officer (central) in form IV-A, within 15 days of such commencement or completion.

The contractor has to arrange for displaying the name of the Regional Labour Commissioner (central), Asst. Labour Commissioner (Central) & Labour Enforcement Officer (Central) at his worksite(s). The contractor shall inform the Principal employer the date, time & venue of disbursement to be made by him to his workers.

The successful bidder shall also be required to put up a notice at the site of work mentioning the date, time & venue of disbursement to be made by him to his workers and he or his authorized representative shall have to be present during period of disbursement.

19. COMPLIANCE WITH E.P.F & M.P ACT:

The successful contractor will have to comply with provision of EPF & MP Act -1952 (along with amendments, if any), issued from time to time.

If asked for by the employer, the contractor will be required to submit photo copy of all payment challans and produce the original for verification to the representative of the principal employer.

20. INDEMNIFICATION:

The successful bidder shall be deemed to indemnify and keep indemnified the Trustees from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of any law, rules or regulations having the force of law, including but not limited to -

- a) The minimum Wages Act, 1948
- b) The payment of wages Act, 1936
- c) The workman compensation Act, 1923
- d) The employees provident fund Act, 1952.
- e) The contract labour (Regulation and abolition) Act, 1970; Rules 1971.
- f) The equal Remuneration Act 1976.
- g) The employees State Insurance Act, 1948 & Employees State Insurance (Amendment) Act, 1986
- h) Child Labour (Prohibition and Regulation) Act, 1986.
- i) The Maternity Benefits Act, 1961
- j) Interstate Migrant Workmen (Regulation Of Employment & conditions of service) Act, 1979

21. TAXES, DUTIES & EXISE DUTY:

The rate quoted by the tenderer should be considered to complete the work in all respect and should include all taxes, octroi, surcharge etc. (except service taxes & Excise Duty) payable to Government or any other concern and no extra payment, whatsoever will be entertained by the Trustees' under any circumstances.

As KoPT is not a Registered body corporate, it is not liable to pay service tax under 'Reverse Charge Mechanism' as per Service Tax law.'

Service Tax/ Excise duty if leviable, will be paid extra by the Trustees as applicable. The bidder shall not include Service Tax/Excise Duty in his rates. In case Service Tax/Excise Duty is payable, the contractor will be required to submit necessary bill/challan/invoice in accordance with Service Tax/Excise Duty rules and contractor needs to be registered with the **Central Excise/Service Tax Authority** as per rules for the service to be rendered and copy of the same shall be submitted to KoPT. On demand, the successful bidder will have to submit documents regarding payment of Service Tax/ Excise Duty.

<u>CENVAT CRITERIA</u>: In the event of cenvatable bought out items, if any, the contractor is required to ensure that invoices are drawn in the name of contractor and it should be marked "account KOLKATA PORT TRUST" as per cenvat credit rules and regulations. KoPT would provide the Service Tax Registration No. for availing **Cenvat Credit.**

As far as possible items to be procured from first/second stage dealer and maintain the above formalities to the extent possible so that KoPT can avail the cenvat credit.

However Service tax as applicable on the amount of liquidated damage as well as other recovery i.e. damage, penalty, land rent, etc. Shall be deducted from contractors' bill at applicable rates and the same will not be reimbursed by KoPT.

22. Disparity in quoted rate/ amount:

- (i) A full priced bill of quantities duly totaled shall be submitted with the tender. A price shall be inserted against each item of the bill of quantities and these pieces shall include all manner of labour, material plant tools and all other matters necessary for the execution of the contract in accordance with the general conditions, specifications, drawing, if any, and bill of quantities.
- (ii) If it is found on examination of a tender that there is a discrepancy between the total amount inserted in the bill of the quantities and the amount arrived at by valuing the quantities set out there in and the rates and prices set against them, by the tenderer, calculation for the total amount will be made on the basis of Unit Rates multiplied by quantities. Evaluation of the tender will be done on the basis of the total price thus arrived, after subtracting the Buyback price excluding Service Tax, as applicable. The tender must not keep any column/ space blank in any item under BOQ, else the tender is liable for disqualification.
- 23. The equipment/ system including the defective components must be restored within 72 hours after reporting of fault. Failure to restore the system within specified time, will attract imposition of penalty @1/2 % of prorate value of CAMC for the year for every week or part thereof for non functioning of each set, subject to a maximum of 10% of the total value of the CAMC for the year for each non restoration of the fault. Yearly CAMC payment would be paid half yearly basis i.e. after satisfactory completion of the every six month period.

A certificate conforming to supply and availability of spares, PCB, accessories etc. for maintenance of the supplied equipment(s) for the comprehensive AMC period & warranty period is to be furnished, otherwise their offer will not be considered.

- 24. GCC of KoPT will be applicable and binding to this tender.
- 25. The bidder may inspect/ examine the existing DGP system equipment (for buyback), working environment etc. before submission of offer, in consultation with EIE, Hydraulic Study Department during office hours on any working day.
- 26. A pre-bid meeting with prospective bidders will be held at the office of the Chief Hydraulic Engineer, Kolkata Port Trust, 20 Garden Reach Road, Kolkata-700043, at 1200

- hrs on 25.05.2017. The bidders or his authorised representative may attend the pre bid meeting for any clarification etc.
- 27. The last date and time of receipt of the tender is up to 1400 hrs on 14.06.2017. The techno commercial bids will be opened at 1500 hrs on the same date i.e. on 14.06.2017.
- 28. The last date of submission of tender will not be extended under any situation.
- 29. Each page of the tender document is to be duly signed and stamped as mark of acceptance and scanned copy to be uploaded.
- 30. Evaluation will be made as per Bill of Quantities (enclosed) of the qualified bids.
- 31. The Terms and Conditions of E-Tender shall be read in conjunction with the General Conditions of Contract (available in KoPT website Rules & Regulations Non-service Regulations) and other documents forming part of this Contract wherever the Contract so requires.

Kolkata Port Trust is not bound to accept the lowest offer and reserve the right to accept any or reject bid without any reason thereof.

Form - A

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

 $\frac{FORM - B}{\text{(Please fill in with permanent ink)}}$

PROFORMA OF LETTER OF ACCEPTANCE OF THE WORK ORDER

No	Date
То	
The Chief Hydraulic Engineer	
Hydraulic Study Department	
Kolkata Port Trust	
	ne work titled "Acquisition / Replacement of existing Differential GPS-MF) receiver (10 Nos.) along with all accessories, software al Maintenance"
Ref: Your Work Order No	dated
Sir,	
and in compliance to the Tende	the subject work as per terms of the Work Order under reference or stipulations. We will commence the work from as instructed by you/your representative.
	Yours faithfully,
	Authorised Signatory (Company Seal)

CO	NTRACT NO		
To			
•••••			
[/Weof			
	•••••		having
Conditions of Contract complete all the works Quantities, General & She Trustees and at the contract contract accept Agreement in the Form necessary to give effect of Quantities, Drawings until such Contract Agreement	and Conditions of Tend required to be perform special Conditions of Co- he rate & prices set on the rate of the date of the annexed with such to the acceptance of the and Special & General Co- perment is executed the sa r, together with the acceptance	der, hereby tender and led in accordance with ontract and Drawings prout in the annexed E of order to commence the I/We also undertake chalterations or addition. Tender and incorporational Conditions of Contract and Specifications, Bill of the derivation of Contract and Specifications of Contr	cations, General & Special undertake to execute and the Specification, Bill of repared by or on behalf of Bill of Quantities within e work and in the event of to enter into a Contract ons there to which may be ng such specification, Bill and I/We hereby agree that of Qualities, Conditions of ng by or on behalf of the
(Repeat in words)	JNT OF TENDER RS		
	equired by the work fro		ary time to arrange and ace of tender before I/We

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

I/We have deposited with the Trustees' Financia (Finance), Haldia Dock Complex vide	
as Earnest Money.	
I/We agree that the period for which the tender shathan four months.	all remain open for acceptance shall not be less
	Signature of Tender (Seal of the Tenderer)
Witness:	
Signature:	Name of the Tenderer
(In block letters) Address:	Dated :
	Address :
Occupation:	

THE BOARD OF TRUSTEES FOR THE PORT KOLKATA

FORM OF ARGEEMENT

THIS AGREEMENT made this	Day of	201between
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 unle	ess excluded by or
repugnant to the context be deemed to include	their successors in office) of	of the one part and
(hereinafter called "the Contractor, which expres	sion shall unless excluded by	or repugnant to the
context be deemed to include its heirs, executors	s, administrators, representativ	ves or successors in
office) of the other part. WHEREAS the Trus	tees are desirous that certain	n Works should be
executed/ constructed, viz		
and have accepted a Tender/offer by the Co	ontractor for the constructio	n, completion and
maintenance of such works NOW THIS AGREE	MENT WITNESSTH as follo	ws:

- 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 p	resence of :	
Name :		
Address		:
SI	OR IGNED SEALED AND DELIVERED	
By the said		
In the presence of:		
Name:		
 Address		
	ustees was hereunto affixed in the presence of	
Name :		
Address:		

Scanned copy of the following documents to be uploaded

- 1. VAT registration certificate.
- 2. Valid Trade Licence
- 3. Valid Professional Tax Clearance Certificate/ up to date tax payment challan.
- 4. Proof of possessing valid Employees' Provident Fund (EPF) Account. PF Registration Certificate.
- 5. Proof of being registered with Employees' State Insurance Corporation (ESIC), ESI Registration Certificate.
- 6. Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- 7. Last three years balance sheet and profit & loss account in support of Annual Financial Turnover (i.e., 2013-2014, 2014-2015 and 2015-2016) and the same should be audited as per relevant norms wherever required.
- 8. Addendum/ Corrigendum/ Notice/ Extension Notice and drawing (if any) duly signed by the Bidder under office seal.
- 9. Certified copies of PAN Card.
- 10. Bank Draft/ Pay order etc. regarding EMD & Bid document fee/ NSIC Registration Certificate.
- 11. Duly signed and stamped full Techno-Commercial Part (Part-I) and Price Bid (Part-II) & GCC in each page.
- 12. Service Tax Registration Certificate.
- 13. Excise Duty Registration Certificate, if applicable.
- 14. Form A duly filled in.
- 15. Certificate from respective OEM stating that no malicious content exists in the hardware, Software along with certificate to the effect that the offered system is not end of life (EOL) system.
- 16. Certificate conforming to supply and availability of spares, PCB, accessories etc. For maintenance of the supplied equipment(s) for the comprehensive AMC period and warranty period.
- 17. Self declaration of the bidder that the Bidding Firm has Not been debarred/de-listed by any Govt. / Quasi Govt. / Public Sector undertaking in India.
- 18. Self declaration of the proprietor/ partner(s)/ authorised signatory of the bidding firm (in the case of proprietorship firm/ partnership firm/ limited company, as the case may be) is / are not associated with any other firm bidding for the same work.

KOLKATA PORT TRUST

Hydraulic Study Department BILL OF QUANTITIES (BOQ)

E-TENDER FOR "Acquisition/ replacement of existing Differential Global Positioning System

(DGPS-MF) receiver 10 (ten) Nos. along with all accessories, Laptop

computer, Software and Comprehensive Annual Maintenance"

E-TENDER NO.: KoPT/Kolkata Dock System/HSD/1/17-18/ET/84

Part-A:

Sl.	Equipment Description	Quantity	Price per unit in INR	Total Amount
No.		(Unit)		in Rs.
1.	Replacement of Differential Global	10	Price Not To Be	Price Not To Be
	Position Fixing System with MF		Quoted Here	Quoted Here
	receiver compatible with DGLL			
	MF correction signal and			
	maintenance along with all			
	accessories, software etc. with three			
	(3) years warranties.			
2.	Replacement of Laptop PC by	10	Price Not To Be	Price Not To Be
	Laptop compatible for survey work		Quoted Here	Quoted Here
	along with all software, accessories			
	etc. and maintenance in totality			
	with three (3) years warranty.			
3.	Buyback value of existing 10 no's	10	Price Not To Be	Price Not To Be
	DGPS system		Quoted Here	Quoted Here
	Total Price of Part-A (Sl. No. 1+2-3)			Price Not To Be
				Quoted Here

Part-B:

Sl.	Equipment Description	Quantity	Price per unit per year	Total Amount
No.		(Unit)	in INR	in Rs.
1.	Total Turnkey cost for CAMC for	10X5	Price Not To Be Quoted	Price Not To Be
	five (5) years for 10 units after		Here	Quoted Here
	warranty period of three (3) years.			
	Total Price of Part-B			Price Not To Be
				Quoted Here

Net Price/ Evaluation (Total Price of Part-A+Total Price of Part-B) = Price Not To Be Quoted Here

Note:-

- 1. The above rates will include all taxes and duties except Service tax and Excise Duty.
- 2. Evaluation will be made on the basis of sum of **Part-A** and **Part-B** of the BOQ

- 3. Bidders are requested to offer their prices in the bill of quantity duly signed and stamped, along with the N.I.T. as a mark of acceptance. No change will be entertained during the contractual period.
- 4. All taxes and duties etc., if any, should be clearly mentioned in a separate statement.
- 5. Service tax & Excise Duty, if applicable, will be paid as extra, at actual, on the basis of relevant documents in this regard.

Seal of Bidder

Signature of Bidder