

# **TENDER DOCUMENT**

## **KOLKATA PORT TRUST HALDIA DOCK COMPLEX**

Office Of Sr. Dy. Manager (P&E), Haldia Dock Complex.  
Operational Administrative Building, 1<sup>st</sup> Floor Chiranjibpur, P.O. Haldia,  
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E-Tender under two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bona fide & experienced bidder for **"Design, Manufacturing, Supply, Delivery, Installation, Testing & Commissioning of complete Power Cable Reeling Drum (PCRD) assemblies and Control Cable Reeling Drum(CCRD) assemblies for Coal Ship-loader-1 & 2 installed at Coal Handling Plant of Haldia Dock Complex, Kolkata Port Trust ."**

Bid Document may be downloaded from MSTC website [www.mstcecommerce.com/eprochome/kopt](http://www.mstcecommerce.com/eprochome/kopt). Corrigenda or clarifications, if any, shall be hoisted on the above mentioned websites only. The bid document will also be available for viewing on the website of KoPT, HDC and CPP.

### **SCHEDULE OF TENDER (SOT)**

a TENDER NO.	<b>SDM (PNE) / T22 / 2017-18</b>
b. MODE OF TENDER	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a> of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Haldia Dock Complex.
c. E-Tender No.	<b>KoPT/Haldia Dock Complex/P&amp;E Div/16/17-18/ET/451</b>
d. Date of NIT available to parties to download	<b>05.12.2017</b>
e. Pre-Bid Meeting starting date & Time	<b>19.12.2017 at 11-00 hrs ( Pre bid meeting will be off line )</b>
f. Pre –Bid Meeting closing date & Time	<b>19.12.2017 at 13-00 hrs</b>
g. i) Earnest Money Deposit	The intending bidders <b>should submit</b> Earnest Money of <b>Rs. 71,700.00 (Rupees Seventy One Thousand Seven Hundred only)</b> to KoPT as per NIT.
ii) Bid Document fee	The intending bidders <b>should submit the tender cost of Rs. 590.00 including GST@18.00% (nonrefundable) separately to KoPT as per NIT.</b>
iii) Transaction Fee	<b>Rs. 2116.00 including GST@18.00% (nonrefundable)</b> Payment of Transaction fee by NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Annexure -A ).

h. Last date of submission of EMD & Bid Document fee at HDC	<b>04.01.2018 at 13-00 hrs.</b>
Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.	<b>04.01.2018 at 13-00 hrs.</b>
i. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eprochome/">www.mstcecommerce.com/eprochome/</a>	<b>22.12.2017 at 14-00 hrs.</b>
j. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	<b>04.01.2018 at 14-00 hrs.</b>
k. <b>Date &amp; time of opening of Part-I (i.e. Techno-Commercial Bid)</b> Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	<b>04.01.2018 at 15-00 hrs.</b>

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**Important Instructions for E-procurement**

**PROCEDURE OF PAYMENT OF EARNEST MONEY AND BID DOCUMENT FEE  
THROUGH AXIS BANK GATEWAY**

1. The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site ([www.mstcecommerce.com](http://www.mstcecommerce.com) → e-Procurement → Psu / Govt depts. → Kolkata Port Trust) under the icon: "**HDC EMD/Tender Fee Payment**". Clicking this icon will take the bidders to the Axis bank gateway.

Alternatively, the Bidders can also access the gateway by from Axis bank easy pay website site (<https://easypay.axisbank.co.in> → Others → Haldia Dock Complex)

2. The Bidder will be required to mention the **Bidder's ID** ( The ID used by the Bidder for logging in the MSTC Website) and **Bid Id** ( E-tender Number of the Tender against which the Bidders intend to submit Bid) and then Click '**VALIDATE**'.
3. A webpage will populate where the Bidder will be required to select: **Earnest Money** Or **Bid Document Fee**, then indicate his Mobile Number and the CAPTHA displayed in the webpage.
4. Depending on the selection, another webpage will come up.
5. In case of selection of Earnest Money, The bidder will be required to select the option of **With or Without Bank Guarantee**. In case of Bids, where there is no option to pay through BG, the Bidders should select the option '**Without**'.

In case of any tender, where there is an option to pay a part of EM through Bank Guarantee and the Bidders wants to avail that option, the bidder should select 'With'.

6. The Bidder will be required to mention their Bank Account Number, IFSC Code of his Bank, and the Name of the Account, insert the Captha mentioned in the web page and then '**SUBMIT**'. In case of Bid Document Fee payment, Bank Account Number would not be required.

An URN Number will be generated. Bidders may keep note of this URN Number for all future reference.

7. Another webpage will come up and the Bidder will have the option to select payment methods from – (i) Internet Banking and (ii) NEFT/RTGS after agreeing with the terms and conditions by clicking the dialogue box appearing in the webpage.
8. In case of selection of Internet Banking, the bidder will be required to select any Bank of their choice and depending on the selection the bidder will then be guided to the webpage of the respective Bank. After validating the payment in the respective bank, the system will return to the Axis Bank Payment gateway.
9. In case of selection of RTGS/NEFT, the webpage will generate a payment advice.

The **Bank Account Number**, **IFSC Code of the Bank**, **Name of the payee i.e Haldia Dock Complex** and **the amount to be paid** will be indicated in the said payment advice. The Bidders will also get an SMS and Email detailing the same.

**The Bidder will be required to mention the same correctly in the Bank challan which is required to be filled up for payment by RTGS/NEFT in the bank from where they intend to make the payment.**

The Bidders should note that Bank A/C number of HDC mentioned in the Payment advice will change for each and every transaction and hence for each and every payment the entire process from the beginning will have to be followed for generation of a URN Number.

10. For payment of Bid Document fee, identical process is to be followed.
11. The Bidders will be able to know the status of their payment by using the 'Enquire URN' facility by mentioning the URN Number in the Axis Bank login page. Until such time the payment is credited to HDC's A/C the system will show the status as 'Pending'.
12. The Bidders should note that until such time the status remains 'Pending', the payment is not made to HDC and mere generation of URN Number will not signify payment of EM or Bid Document Fee. Hence, if the status remains 'Pending' after some time of submitting the RTGS/NEFT payment request at their Bank, then the bidder should contact their Bank to enquire about the status of RTGS/NEFT request.
13. In case of any problem relating to use of the payment gateway the bidder should contact the tender inviting authorities whose phone number and email address is mentioned in the e-tender.

## **Important Instructions for E-procurement**

This is an e-procurement event of HALDIA DOCK COMPLEX. The E-procurement service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

Bidders are requested to read the Commercial terms & conditions (**Annexure- B**) of this tender before submitting their online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

**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 Techno-commercial Bid as well as Price bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

**SPECIAL NOTE: THE TECHNO-COMMERCIAL AND THE PRICE BID HAS TO BE SUBMITTED ON-LINE AT [www.mstcecommerce.com/eprochome/](http://www.mstcecommerce.com/eprochome/)**

1).Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com)→ e-Procurement →PSU/ Govt depts→ Select KoPT's 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

**Tenderers are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem.**

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

**Contact person (Haldia Dock Complex):**

**1. Mr. S. Chakrabarty**

Sr. Dy. Manager (P&E.) ,HDC  
Phone no. 9434735407  
email - [schakraborty.hdc@nic.in](mailto:schakraborty.hdc@nic.in)

**2. Mr. S.Karmakar**

Asstt. Manager (P&E),HDC  
Phone no. 9434031294  
email - [skarmakar.hdc@nic.in](mailto:skarmakar.hdc@nic.in)

**Contact person (MSTC Ltd):**

**1. Mr. S.Mukherjee**

Deputy. Manager (e-Commerce)  
Mobile No: 07278030407  
Landline:03322901004  
Email-[mukherjee@mstcindia.co.in](mailto:mukherjee@mstcindia.co.in)

**2. Ms S. Maity**

Asstt. Manager (e-commerce)  
Mobile- 9831155225  
Landline:03322901004  
Email: [smaity@mstcindia.co.in](mailto:smaity@mstcindia.co.in)

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

	<p><b>B) System Requirement:</b></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 update JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p> <p>To disable "Protected Mode" for DSC to appear to appear in the The signer box following setting may be applied.</p> <ul style="list-style-type: none"> <li>Tools =&gt; Internet Options =&gt; Security =&gt; Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".</li> <li>Other Settings:</li> </ul> <p>Tools =&gt; Internet Options =&gt; General =&gt; Click On Settings under "browsing history/ Delete Browsing History" =&gt; Temporary Internet Files =&gt; Activate "Every time I Visit the Webpage".</p> <p>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 <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> once)</p>
2.	<p>(A) Part I 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.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by HDC. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p>
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	<p><b><u>Special Note towards Transaction fee:</u></b> 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><b><u>Transaction fee is non-refundable.</u></b></p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><b>NOTE :</b> 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> <p>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.</p> <p>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement →PSU/Govt depts→ Login under KoPT's logo →My menu→ Auction Floor Manager→ live event →Selection of the live event</p>

	<p>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.</p> <p>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 &amp; Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid</p> <p>f) Vendors are instructed to use <i>Attach Doc button</i> to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</p> <p>j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms &amp; conditions for the tender.</p>
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 <a href="http://www.mstcecommerce.com/eprochome">www.mstcecommerce.com/eprochome</a> to familiarize them with the system before bidding.

12	<b><u>Bidding in e-tender &amp; Reverse auction:</u></b>
a.	Bidder(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees 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 bidder(s) will be refunded by HDC. Bank details i.e. name of bank & address, Current a/c no, IFS Code to be mentioned by the tenderer for refund.
b.	The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
c.	The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement →Psu/Govt depts→ Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.
d.	The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.
e.	After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and

		the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid
	<b>NOTE:</b>	- The Techno-Commercial Bid & price bid cannot be revised once the submit button has been clicked by the bidder.
	a.	In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
	b.	During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
	c.	The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
	d.	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. Such successful tenderer shall be called hereafter <b>SUPPLIER</b> .
	e.	It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
	f.	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.



	g.	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.
	h.	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.
13		Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
14		No deviation to the technical and commercial terms & conditions are allowed.
15		After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
16		HDC has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
17		The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> / <a href="http://eprochome">eprochome</a> / mstc of MSTC Ltd.
18		The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
19		The bid will be evaluated based on the filled-in technical & commercial formats.
20		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.
21		Necessary addendum/ corrigendum (if any) of tender would only be hosted in the e-tendering portal of M.S.T.C.
22		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.
23		Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012. When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.
24		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 for those items will not be considered.
25		Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
26		Due date of submission of tender will not be extended under any situation.

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

Office Of Sr. Dy. Manager (P&E), Haldia Dock Complex.  
Operational Administrative Building, 1<sup>st</sup> Floor Chiranjibpur, P.O. Haldia,  
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 E-mail id: schakraborty.hdc@nic.in

**Commercial Terms & Conditions**

<u>SL NO</u>	<u>TERMS</u>	<u>RESPONSE</u>
1	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.	AGREE
2	Price Bids (Part-II) of only those eligible bidders, whose Part-I Bids are complete and in order, shall be opened on time and date, to be intimated later separately.	AGREE
3	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.	AGREE
4	Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.	AGREE
5	When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.	AGREE
6	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 for those items will not be considered.	AGREE
7	Due date of submission of tender will not be extended under any situation.	AGREE
8	<b>EARNEST MONEY :</b> As per NIT	AGREE
9	Tenders submitted without requisite Earnest Money 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.	AGREE
10	<b><u>SCOPE OF WORK :</u></b> As per Tender document	AGREE

11	The Terms and Conditions of Tender shall be read in conjunction with the General Conditions of Contract, technical Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.	AGREE
12	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 technical Specifications and the Terms and Conditions over the General Conditions of Contract of Ko.P.T, HDC. 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 Sr Dy Manager (P&E) , Haldia Dock Complex, thereon shall be final and binding upon all parties.	AGREE
13	The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Trustees' General Conditions of contract is the integral part of the tender / contract. The above mentioned General Conditions of Contract may be inspected at the office of the Sr. Dy. Manager (P&E), Haldia Dock Complex, Operational Administrative Building, 1st Floor Chiranjibpur, P.O. Haldia, Dist. Purba Medinipur – 721604, on any working day before quoting for the Tender.	AGREE
14	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.	AGREE
15	The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at KOLKATA.	AGREE
16	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.	AGREE
17	Bidders are advised to visit the site at Haldia Dock Complex prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, existing road facilities for carrying materials etc. before submission of the tender. He may contact the Sr. Dy. Manager (P&E) or his authorized representative at Coal Handling Plant 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.	AGREE
18	<b>VALIDITY:</b> The tender shall remain open for acceptance for a period of 180 ( one hundred Eighty ) days 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.	AGREE
19	<b>NON- RESPONSIVE BIDDER:</b> The offer/tender shall be treated as non-responsive, if : 180 days validity from the date of opening of techno-commercial bid is not accepted / agreed to as per tender condition. Offer / tender is submitted with any deviation from the tender terms & conditions.	AGREE
20	<b>EARNEST MONEY AND SECURITY DEPOSIT:</b> As per tender Document	AGREE
21	<b>PERFORMANCE GUARANTEE:</b> As per Tender document	AGREE

22	<b>PRICES:</b> Rate to be quoted in Indian Rupees (INR) through on line. The bidders shall quote his price as per Bill of Quantities in the price bid.	AGREE
23	Rate will have to be quoted as per Scope of Work, Technical Specification, Bill of Quantities and terms and conditions.	AGREE
24	The Bidder shall state clearly his quoted rates both in figure & word.	AGREE
25	Price(s) to be quoted should remain firm over the contract period.	AGREE
26	Unit Rate and Total Amount quoted should be inclusive of all other charges, other than GST. Percentage of applicability of GST to be clearly indicated.	AGREE
27	<b>EVALUATION CRITERIA:</b> As per relevant clause of Tender document.	AGREE
28	<b>PAYMENT:</b> As per Tender document	AGREE
29	<b>PERIOD OF COMPLETION OF WORK:</b> 180 (one hundred eighty) days from the date of placement of order.	AGREE
30	Location of work at the Dock Zone at HDC.	AGREE
31	Work is to be carried out as per Scope of Work, Technical specification, Bill of Quantities and Terms & Condition of the contract document.	AGREE
32	<b>COMPENSATION/DISINCENTIVE AGAINST FAILURE TO ACHIEVE:</b> As per Tender document.	AGREE
33	<b>COMPENSATION AGAINST TERMINATION OF CONTRACT DUE TO FORCE MAJEURE:</b> As per Tender Document.	AGREE
34	<b>COMPENSATION AGAINST TERMINATION OF CONTRACT DUE TO CONTRACTOR'S EVENT OF DEFAULT:</b> As per Tender Document.	AGREE
35	<b>COMPENSATION AGAINST TERMINATION OF CONTRACT DUE TO EMPLOYER'S EVENT OF DEFAULT:</b> As per Tender Document.	AGREE
36	<b>TECHNICAL CAPACITY:</b> As stipulated in Tender document.	AGREE
37	<b>FINANCIAL CAPACITY:</b> As stipulated in Tender document.	AGREE
38	<b>DOCK PERMITS :</b> RFID based Port Access Control & Tracking System commissioned at Haldia Dock Complex. Accordingly necessary fees for entering into the Dock premises will have to be paid by the intending / successful bidder.	AGREE
39	<b>JURISDICTION OF COURT:</b> The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Kolkata/Haldia.	AGREE
40	<b>PERSONAL PROTECTIVE EQUIPMENT (PPE):</b> Contractor and their workmen including driver & helper must use PPE i.e. safety helmet etc. inside the dock premises.	AGREE

**NOTICE INVITING TENDER****KOLKATA PORT TRUST, HALDIA DOCK COMPLEX  
INVITES**

TENDER FOR " Design, Manufacturing, Supply, Delivery, Installation, Testing & Commissioning of complete Power Cable Reeling Drum (PCRD) assemblies and Control Cable Reeling Drum(CCRD) assemblies for Coal Ship-loader-1 & 2 installed at Coal Handling Plant of Haldia Dock Complex, Kolkata Port Trust ."

**Tender Number: SDM (PNE) / T13 / 2017-18**

<b>Earnest Money</b>	<b>Non refundable Tender Fee</b>	<b>Date and Time of Pre-Bid Meeting [ Off line]</b>	<b>Last Date and time submission of Tender</b>	<b>Opening of Techno commercial bid of Tender</b>
<b>Rs. 71,700.00 (Rupees Seventy One Thousand seven Hundred only).</b>	<b>INR 590/- (Rupees Five Hundred Ninety only) including GST@18.00%</b>	<b>11:00 Hrs. of December 19, 2017</b>	<b>14:00 Hrs. of January 04, 2018</b>	<b>15:00 Hrs. of January 04, 2018</b>

Details of the Tender Documents are available in web site of MSTC (website [www.mstcecommerce.com/eprochome/kopt.](http://www.mstcecommerce.com/eprochome/kopt.) ) for participation.

The Tender information/NIT is also available in the websites of <http://www.kolkataporttrust.gov.in> while the Tender information/NIT along with Tender Document is available for viewing at Central Public Procurement Portal, Govt. of India ([www.eprocure.gov.in](http://www.eprocure.gov.in)).

Tender Document shall neither be issued by post nor sold.

**PRE-QUALIFICATION CRITERIA**

E- Tenders are invited on two Cover basis (i.e. Cover-I: Techno-Commercial Part & Cover-II: Price Part) for the above work from reliable, bona fide and experienced bidder who meet the following pre-qualification criteria:-

- 1) The firm must have experience of having successfully completed similar works during the last 7 years ending last day of the month previous to the one in which tenders are invited which should be in the following manner:
  - a) 1 (one) similar completed work costing not less than 80% of the estimated value of the work amounting to **Indian Rupees 28,68,345.60**  
Or
  - b) 2 (two) similar completed works costing not less than 50% of the estimated value of the work amount in **Indian Rupees 17,92,716.00**  
Or
  - c) 3 (three) similar completed works costing not less than 40% of the estimated value of the work amounting to **Indian Rupees 14,34,172.80**

Similar work means experience of carrying out supply, delivery installation and commissioning of Power Cable Reeling Drum (PCRD) assemblies and / or Control Cable Reeling Drum (CCRD) assemblies.

- 2) The average annual financial turnover of the firm during the last 3 years ending March, 2016 or last financial year as applicable to the company should be at least Indian Rupees 30% of the estimated value of the work amounting to Indian Rupees 10,75,629.60
- 3) Claims for fulfilling the above criteria must be adequately supported by documents like work order, execution document, Company's Annual Reports, Audited Balance Sheet and Profit and loss account for last 3 Years etc. In case of turnover is less than 1.0 Crore, Company's Certification of unaudited Balance Sheet and Profit and loss account for last 3 Years etc. may be submitted.

**INSTRUCTIONS TO BIDDERS:**

**MODE OF SUBMISSION OF BID:**

E- 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. Two separate covers i.e. Part- I & Part-II are to be submitted on line.

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

- a. Brief particulars of the Firm.
- b. Details of Similar Works previously carried out by the firm with value of each work.
- c. Performance Certificate of previous works carried out.
- d. A separate letter addressing to Sr. Dy. Manager(P&E), confirming that the tenderer has accepted all terms and conditions laid down in the Bid document, should be enclosed.
- e. Form of Tender duly filled in bidder's Letter Head.
- f. A declaration that the firms / group of companies / consortium have not been debarred / de-listed by any Govt. / Quasi-Govt. / Public Sector Undertakings.
- g. Documents related to registration under ESI Authority, as applicable.
- h. GST Registration Certificate
- i. Copy of the valid Electrical Supervisor Certificate of Competency, as applicable.
- j. Copy of Provident Fund Registration Certificate, as applicable.
- k. Copy of valid Electrical Contractor's License, as applicable.

**1.1** If the intending bidders do not have valid Electrical Contractor's License and valid Electrical Supervisor Certificate of Competency as applicable as mentioned in Part-I in Annexure-E, then they may engage sub-contractor holding such certificates at the time of execution. However, the bidder would be entirely responsible for such job done by his sub-contractor. In that case a separate undertaking letter addressing to Sr. Dy. Manager (P&E) is to be submitted along with techno commercial bid.

**2.0 Part-II (Price Bid) shall be submitted on line without any condition or deviation.**

**2.1** Bidders are advised to submit offers based upon Technical Specification, Terms and Conditions, Scope of Work contained in the Bid documents and General Conditions of Contract and not to stipulate any deviation. Should it, however, become unavoidable, deviations should be suggested during pre bid meeting. KoPT reserves the right to accept or reject the suggested deviations. No deviation from the laid down conditions of the Bid document is firm, unless it is notified by KoPT /HDC.

**2.2** Offered Bid Document shall remain the property of Kolkata Port Trust, Haldia Dock Complex.

**2.3** Earnest Money shall be released to all unsuccessful bidders as early as possible without any interest. After conclusion of Tender process, EMD of successful bidder will be returned without interest after submission of Security Deposit. In case the successful bidder fails to accept the contract or fails to submit the Security Deposit, the EMD will be liable for forfeiture.

**2.4** Kolkata Port Trust, Haldia Dock Complex will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.

**2.5** The work is to be done as described in Bid-document. The Bidders who need clarifications on any specific issue shall inform the Engineer in writing well in advance of the date of pre-bid discussion at the address given in the next clause.

- 2.6** If the bidders find any discrepancy or omission in the Bid Document or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer, who may send a written explanation to the queries. No oral interpretations shall be made by any Bidder as to the meaning, if any, of the provisions of the Bid documents. Every request for an interpretation shall be in writing, addressed and forwarded to the Engineer at the following address:

**Office of Sr. Dy. Manager (P&E),  
Haldia Dock Complex.  
Operational Administrative Building, 1st Floor Chiranjibpur,  
P.O. Haldia,  
Dist. Purba Medinipur - 721604**

- 2.7** The bidders may please note that Haldia Dock Complex, 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 Haldia Dock Complex, Kolkata Port Trust's Offices for making such inquiries. Should Haldia Dock Complex, Kolkata Port Trust find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by Haldia Dock Complex, Kolkata Port Trust.
- 2.8** Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder. Kolkata Port Trust may reject, accept or prefer any bid without assigning any reason whatsoever.

### **3.0 EARNEST MONEY:-**

**Payment should be made as per instruction given in Annexure-A.**

### **4.0 SECURITY DEPOSIT:**

- 4.1** Successful Tenderer will submit Security Deposit as per G.C.C. i.e. 10% on first Rs. 10,00,000/- + 7.5% on next Rs. 10,00,000/- + 5% on the Balance of the total contract value, in Demand Draft / Banker's Cheque drawn in the name of "Kolkata Port Trust, Haldia Dock Complex" payable at Haldia. The SD may also be submitted in the form of Bank Guarantee as per the enclosed format executed by Kolkata / Haldia branch of any scheduled Bank of India. In case of submission of Security Deposit in the form of Bank Guarantee, the same shall remain valid for 3 months after the final expiry of the contract including guarantee period. The Security Deposit will be released within 60 days after successful completion of the Guarantee Period.
- 4.2** KoPT, HDC shall encash the Bank Guarantee in the event of the contractor failing to complete the work as per tender specification, at the order of Engineer or his authorized representative, or when the contractor has defaulted for more than 30 days or when any amount is to be recovered from the Contractor as penalty or deduction and the contractor fails to remit such amount within 30 days after due notice given to him in this regard.
- 4.3** The Sr. Dy. Manager (P&E), HDC 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.
- 4.4** After the issuance of LOI, Security Deposit will have to be submitted within 14 (Fourteen) working days.
- 4.5** The contractor shall commence the work within 07 (Seven) days after the issuance of LOI.
- 4.6** Trustee's are not bound to accept the lowest or any tender and no reason would be assigned in this regard.



## **SCOPE OF WORK**

Two nos. L&T make ship-loader were installed and commissioned at Coal Handling Plant of Haldia Dock Complex, Kolkata Port Trust in the year 2001-2002. Due to prolonged and continuous use, there have been wear and tear in Power Cable Reeling Drum (PCRD) and Control Cable Reeling Drum (CCRD) of both the ship loaders and it has been decided to completely replace the Power Cable Reeling Drum (PCRD) and Control Cable Reeling Drum (CCRD) assemblies in both the Ship Loaders.

The job involves design, manufacturing, supply, delivery, installation, testing & commissioning of complete Power Cable Reeling Drum (PCRD) assemblies and Control Cable Reeling Drum (CCRD) assemblies for Coal Ship-loader-1 & 2 installed at Coal Handling Plant of Haldia Dock Complex.

1. **Design:** The successful bidder will have to submit general arrangement drawing of PCRD & CCRD assembly along with detail specification of individual components. Design should be made based on operational requirement and structural limitation to match with the system of existing Coal Ship Loaders. All such drawings and specifications to be submitted to HDC within 30 days from the date of placement of order, for obtaining approval from HDC.
2. **Manufacturing:** After obtaining above design approval from HDC, the contractor should submit Quality Assurance Plan (QAP) for necessary approval of HDC. Manufacturing of PCRD & CCRD should be carried out by the contractor at their works as per above approved G.A. Drawing and QAP.
3. **Supply and delivery:** Delivery of all components to be carried out by the contractor at their cost, risk and arrangement including transportation, insurance, packing and unloading at Coal Handling Plant site, HDC. The contractor will have to submit inspection report, guarantee certificate, internal test certificate, challan, invoice, excise document etc. along with delivery of materials.
4. **Site store and office:** The contractor may construct their own site store and office at their cost, risk and arrangement. Necessary land will be provided by HDC at a token charge of Rs. 100.00 per month. However, the contractor is at liberty to keep costly items like motor, gear box, resistance box etc. inside plant store and heavier items may be kept at the fencing yard of the store. However, all such materials will remain at the custody of the contractor.
5. **Dismantling:** Dismantling of existing PCRD and CCRD assemblies to be carried out by the contractor after obtaining clearance from concerned officials of the coal handling plant. All such items should be handed over to HDC.
6. **Installation, testing and trail run:** Newly supplied PCRD and CCRD to be installed by the contractor and all necessary testing to be done. The job of dismantling and installation of PCRD and CCRD assemblies will generally be carried out during no vessel period or as per directives as would be intimated time to time by the concerned officials of the coal handling plant. Trail run of the newly installed PCRD and CCRD to be carried out for 07 (seven) days. Operating trouble, if any, to be rectified to the full satisfaction of HDC during such trail run.
7. **Commissioning:** After successful trail run, a joint inspection would be carried out and accordingly the newly supplied PCRD and CCRD will be declared as commission.

## **SPECIAL CONDITIONS OF CONTRACT**

### **1. GENERAL:**

These provisions though given in a separate section are part of the tender document which must be read as a whole, the various sections being complementary to one another and are to be taken as mutually explanatory. These provisions shall be read in conjunction with the other parts of the tender document viz. General Conditions of Contract, Notice Inviting Tenders, Instructions to Bidders, Particular Specifications, Drawings (if any), Bill of Quantities and other document forming part of the Contract. In case of any discrepancy or ambiguity in the document, the order of precedence of the document as stated below will apply. In particular, these provisions will over ride those in the General Conditions provided there is discrepancy between them.

### **2. INSPECTION OF SITE:**

The Bidder shall inspect the site of work and thoroughly familiarize himself with the nature of work, site conditions, and access to the site and location before submission of the tender. He should contact the Sr. Dy. Manager (P&E), Haldia Dock Complex at his office at Chiranjibpur, Haldia at 1<sup>st</sup> Floor, Operational Administrative Building, Chiranjibpur, for collecting information about the site before submission of the tender. No excuse will be entertained afterwards on the above ground.

### **3. SITE CONDITIONS & METHOD OF WORK:**

During execution of the work proper care should be taken to provide adequate protection against any damage to the existing structures, cables, water lines and all such installations at the contractor's risk and expense. Any damage caused / defect arising during execution of the work shall have to be rectified forthwith as directed to the satisfaction of the Engineer, without charging extra. Dismantling and installation work to be carried out without hampering loading operation of the plant.

### **4. SAFETY MEASURES:**

The contractor shall adhere to safe construction practice, guard against hazardous and unsafe working conditions and follow all safety precautions for prevention of injury or accidents and safeguarding life and property. The contractor shall provide all necessary first aid measures to be available in proper condition.

The successful bidder shall also ensure that –

- (i) No damage is caused to plants and vegetations unless the same is required for execution of the project proper.
- (ii) The work shall not pollute any source of water / land / air surrounding the work site so as to affect adversely the quality or appearance thereof or cause injury or death to animal and plant life.
- (iii) His office & labour hutment etc. shall be maintained in a clean and hygienic condition throughout the period of their use and different effluents of the labour hutment shall have to be disposed off suitably.

### **5. KEEPING THE SITE AND WORKING AREA CLEAR:**

The Contractor shall at all times keep the site and working areas free from all surplus materials, rubbish and offensive matter all of which shall be disposed off in a manner to be approved by the Engineer's Representative. As the works will be carried out in busy area and adjacent areas of Haldia Dock Complex, the Contractor has to make necessary arrangement to clear the rubbishes, refuses etc. from the road, drains, culverts etc. to a suitable place as per direction at the end of each day's work at his own cost & risk.

## **6. CONSTRUCTION OF SITE OFFICE, STORE ETC:**

On an application from the Contractor, land near to the site of work will be allotted by the Trustees for the construction of Site Office, Store etc. for a token fee of Rs. 100.00 (Rupees One Hundred) only per month. For such allotment rent of will be recovered from Contractor's bill. The Contractor shall hand over vacant possession of the land free from all encumbrances within two months from actual date of completion of work (as stated in G.C.-I). In case the contractor does not remove the site offices, store etc. within two months from the actual date of completion, the contractor will have to pay compensation equivalent to three times the applicable license fee for the plot of land allotted to him temporarily for site offices, store etc. as per Schedule of Rent of Ko.PT's land and buildings at Haldia and to be recovered from his final bill / Security Deposit. The Contractor shall build office, sheds etc. on the land allotted to him as approved by the Engineer or his representative and shall maintain a clean hygienic condition throughout the period of their use.

The Contractor shall maintain a Site Order Book at his site office and all orders and instructions issued to him from time to time by the Engineer or his representative will be recorded in the Site Order Book. The Contractor shall promptly sign each entry as a token of having received such orders.

## **7. LABOUR, TOOLS AND PLANTS:**

The contractor will engage experienced personnel to carry out the works in all respects at his own cost. The contractor shall supply all necessary labour, tools, consumables plants and equipments with fuel and operator required for satisfactory execution of the work, all at his own risk, cost and expense.

## **8. POWER SUPPLY:**

If available and if required, suitable power supply may be arranged by the Trustees free of cost at the nearest existing supply point of the site of work on receipt of request letter from the Contractor to that effect. All necessary arrangements for the distribution at site will have to be made by the Contractor at his own cost and arrangement as approved by the Trustees' Plant and Equipment Division.

## **9. WATER:**

WATER, if available, may be provided to the contractor, for execution of the work on CHARGEABLE BASIS. The contractor will have to arrange every thing in this regard, at his own risk, cost and arrangement.

## **10. PROSPECTIVE BIDDERS MUST TAKE THE FOLLOWING POINTS INTO CONSIDERATION :**

The successful Tenderer shall mobilize adequate men, materials, machines, tools & tackles, etc. at site. No transport, accommodation and canteen facility will be provided to the contractor and / or their staff.

## **11. PAYMENT TERMS :**

100% progressive payment would be released within 30 days from the date of submission of bill along with commissioning certificate against each PCRD / CCRD. As such, maximum four progressive bills may be submitted by the contractor against commissioning of two nos. PCRD & two nos CCRD.

Payment will be made through Bank of the Bidder .The following information, regarding their banker, must be submitted by the tenderer in their offer:

Name of the banker :  
Savings/Current Account Number :  
Banker's Branch Code and address :  
d) MICR Code

## **12. PAYMENT OF GST :**

The amount of GST thereupon will be borne by HDC, KoPT as applicable on production of GST Document by the contractor.

### **13. LABOUR :**

The contractor shall make their own arrangements for the engagement of all labour for doing the work at site or in respect of or in connection with the execution of work as also for the transport, housing and payment thereof.

### **14. SAFETY :**

The contractor shall have to ensure safety of all their working personnel to the fullest compliance of the provisions of general safety rules/ regulations including Dock Workers' (Safety, Health & Welfare) Regulations, 1986.

The Contractor shall be solely responsible for consequences arising out of non-compliance or violation of safety rules / regulation.

The contractor shall at his own expenses provide all required Personal Protection Equipments (PPE) & Safety Gears for all personnel & labours engaged during the work.

### **15. INSPECTION AND TESTING :**

Inspection of supply materials will be done by the representative of the P&E Division, HDC, at the manufacturer's premises as per approved GA & QAP. The contractor should arrange for inspection at his own risk, cost and arrangement. Test & Guarantee certificates, where applicable, must be produced during inspection.

At least 7 days' advance notice is to be given for inspection.

Inspection and Testing by representative of P&E Division /authorized agency shall not relieve the contractor from his obligation for furnishing materials & installation in accordance with the specifications.

All the costs for testing of materials will have to be borne by the contractor.

The Engineer or his authorized representative(s) shall have, at all reasonable time, access to the contractor's premises or work site and shall have the power at all reasonable time to inspect & examine the materials & workmanship of the work.

Notwithstanding the fact that the materials or part of the work or the whole work has passed the inspection, the contractor is not relieved from his obligations to conform to the quality, workmanship, guaranteeing the performance, etc. as per the contract.

### **16.COMPLETION TIME :**

The supply, delivery, dismantling of existing equipment, installation, testing, trial run and commissioning of all items of the BoQ should be completed in all respect within 180 (One Hundred Eighty) days from the date of receipt of the order letter.

### **17. ESCALATION / VARIATION ON PRICES:**

No Escalation / Variation on the prices on any account will be considered for adjustment/payment.

### **18. CONTRACT LABOUR LAWS:**

The Contractor must comply with the provisions of Contract labour (Regulation & Abolition) Act 1970 and Contract Labour (Regulation & Abolition) Central Rules 1971 and the rules framed there under with all modifications/amendments being enforced from time to time.

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 FORM 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 photocopy of all payment challans and produce the original for verification to the representative of the principal employer, i.e. Sr. Dy. Manager (P&E).

#### **20. COMPLIANCE WITH E.S.I ACT:**

If applicable, the successful bidder will have to comply with provisions of “Employers State Insurance Act – 1948”, along with amendments (if any) issued from time to time. He shall obtain ESI registration and shall deduct employees’ contribution as applicable percentage of the wages of each of the employees’ and shall deposit the same together with employer’s contribution as applicable percentage of such total wages payable to the employees or at such rates as fixed by the competent authority from time to time.

In case, where an employee is not covered under ESIC Scheme (or contribution not paid for him regularly) and meet an accident during and arising out of his employment, the contractor being the immediate employer, shall be liable to pay him suitable compensation.

The contractor will be required to submit Xerox of all payment challans and produce the original for verification to the representative of the principal employer, i.e Sr. Dy. Manager (P&E), Haldia Dock Complex.

#### **21. INDEMNIFICATIONS:**

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 Dock Workers (Regulation Of Employment) Act, 1948
- c) The Building And Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996
- d) The Dock Workers' Safety, Health & Welfare Act , 1986
- e) The Payment of Wages Act, 1936.
- f) The Workmen's Compensation Act, 1923.
- g) The Employees Provident Fund Act, 1952.
- h) The Contract Labour (Regulation and Abolition) Act, 1970; Rules 1971.
- i) The Payment of Bonus Act, 1965.
- j) The Payment of Gratuity Act, 1972.
- k) The Equal Remuneration Act, 1976.
- l) The Employees State Insurance Act, 1948 & Employees State Insurance (Amendment) Act ,1989
- m) Child Labour (Prohibition and Regulation) Act, 1986.
- n) The Maternity Benefits Act 1961
- o) Interstate Migrant Workmen (Regulation Of Employment & Conditions Of Service) Act , 1979.
- p) Motor Vehicle Act, latest revision.

**22. DOCK PERMIT CHARGE:**

Permit Charges for workmen, vehicle etc. for execution of job inside Dock area would be payable by the Contractor as per scale of rate of Kolkata Port Trust. The existing charges for manpower and vehicle would be as follows:

Sl. No.	Description	Rate in Rs.
1	Dock Permit per person	8.50 per daily permit (Maximum 12 hrs. validity). 229.50 per monthly permit 690.25 per quarterly permit 2295.00 per annual permit 3672.00 per biennial permit
2	Dock Permit per vehicle and circular permit for vehicle carrying ship's gear and stores (inclusive of overnight stayal).	42.53 per daily permit 1148.31 per monthly permit 2296.62 per quarterly permit 4593.24 per annual permit
3	Dock Permit for mobile crane/ Reach Stacker/ Toplifter (inclusive of overnight stayal)/ Dumper / Payloader	170.10 per daily permit 4592.70 per monthly permit 9184.40 per quarterly permit 18370.80 per annual permit
4	Dock Permit for cart (inclusive of overnight stayal).	17.00 per daily permit 459.99 per monthly permit 1239.30 per quarterly permit 4461.68 per annual permit

**23. INPUT TAX CREDIT:**

GST will be paid extra by the Trustees as applicable. The bidder shall not include GST in his rates. In case GST is payable, the Contractor will be required to submit necessary bill / challans / invoice in accordance with GST Rules and the Contractor needs to be registered with the GST Authority for the service to be rendered and copy of the same shall be submitted to HDC. On demand, the successful bidder will have to submit documents regarding payment of GST.

In case the Contractor provides taxable service and charges GST, the bill / invoice shall be raised so as to enable H.D.C. to obtain Input Tax credit against the same.

GST 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 HDC, KoPT.

**24. SETTLEMENT OF DISPUTES:**

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with or arising out of the contract or the execution of the works, the same shall be dealt as per relevant provisions of the General Conditions of Contract. In case of any dispute being referred to arbitration in terms of General Conditions of Contract, same would be held as per provision of Arbitration and Conciliation (Amendment) Act 2015.

**25. 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).

**26. GUARANTEE PERIOD :**

The materials supplied and work executed by the contractor will have to be guaranteed for 12 months from the date of commissioning of the work. The inspection will not relieve the contractor from his liability of guaranteeing against defective materials, works etc. and full satisfactory performance up to the stipulated Guarantee Period.

## **27. LIQUIDATED DAMAGE CLAUSE:**

In the event of failure of the contractor to execute the contract within the stipulated dates or such extension(s) thereof, as may be allowed by appropriate authority of Haldia Dock Complex (HDC), in writing, the contractor will be required to pay as compensation to the Trustees and not as penalty @ ½ % for every week or part thereof of the unexecuted portion of work, provided always the entire amount of compensation to be paid under the provision of this clause shall not exceed 10 % of the total contract value. The Trustees may without prejudice to any other method of recovery, deduct the amount of such damages from any money, which is due or which may become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the supply of the materials or from any other of his obligation or liabilities under the contract. GST will be applicable on LD amount.

## **28. FORCE MAJEURE:**

In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them 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 event lasts. The cost and loss sustained by either party shall be borne by respective parties. The terms Force Majeure as employed herein shall mean acts of God, Earthquake, War, Revolt, Riot, Fire, Floods, Sabotage and Hurricanes/Cyclone, Strike excluding that of contractors & suppliers or Sub-contractor's Employees. Upon the occurrence of such case and upon its termination the party alleging that it has been rendered unable as aforesaid, shall notify the other party in writing immediately but not later than 48 (forty-eight) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

## **29. SHUT DOWN :**

Dismantling and exaction work to be carried out without hampering cargo handling operation of the plant. All such activities to be carried out in a planned manner during the time period when there is no vessel in the berth.

## **30. EVALUATION CRITERIA:**

### **a) Evaluation with respect to Priced Bill of Quantities (BoQ) :**

i) While evaluating the Price Bid, the unit rates quoted by the Tenderers against all items, excluding GST shall be considered for evaluation.

The unit rates, quoted by the tenderers, against each item will be multiplied by the respective quantity indicated in the BoQ to obtain the amount against each item. The amount against each item, thus arrived, will be added to obtain the total amount. Selection of the successful tenderer will be made on the basis of the lowest total amount for the aforesaid work thus arrived.

ii) In case it is found that the lowest total amount [arrived as per the above procedure] is same for two or more Tenderers and their offers become the lowest offers, the respective Tenderers will be given chance to offer a discount (to be applicable to all items of BoQ).

## **31. INPUT TAX CREDIT:**

Please indicate present percentage rate of GST, as applicable on quoted price. GST amount will be paid against submission of GST documents only or any other document required by KoPT. The contractor shall be required to upload the details of the invoice raised on KoPT in GST Return as per Law. In case of any failure, GST, even if paid, shall be recovered from the contractors.

**BILL OF QUANTITIES**

**PREAMBLE TO BILL OF QUANTITIES**

**GENERAL**

- 1.1** The Bill of Quantities must be read with the instruction to the bidder, Drawings, General Conditions of Contract & Special Conditions of Contract and the Contractor is deemed to have examined and to have thoroughly acquainted himself with the detailed descriptions of the works to be done, and the way in which it is to be carried out.
- 1.2** The Contractor shall be bound to carry out the work at the accepted rates and shall not be entitled to any claim or compensation whatsoever.
- 1.4** The prices and rates entered in the Bill of Quantities by the Contractor shall include, inter alia, all costs and expenses involved in or arising out of the following:
- (a)** The provision, storage, transport, handling, use, distribution and maintenance of all materials, equipment, machinery and tools, including all costs, charges, dues, demurrage or other outlays involved in transportation.
  - (b)** The provisions and maintenance of all his staff and labour and their payment, accommodation, transport, fares and other requirements .
  - (c)** All required first aid, welfare and safety requirements.
  - (d)** Damage caused to the works and /or construction, plant, materials and consumable stores caused by weather.
  - (e)** Overheads on costs and profits .
  - (f)** Licenses, fees and other charges for compliance of applicable rules that are in force.



**Design, Manufacturing, Supply, Delivery, Installation, Testing & Commissioning of complete Power Cable Reeling Drum (PCRD) assemblies and Control Cable Reeling Drum(CCRD) assemblies for Coal Ship-loader-1 & 2 installed at Coal Handling Plant of Haldia Dock Complex, Kolkata Port Trust .**

**BILL OF QUANTITY - PRICED BID**

<b>Sl. no.</b>	<b>Description of item.</b>	<b>Quantity</b>	<b>Unit rate (in Rs.) Without GST F.O.R Haldia site store basis.</b>	<b>Total Amount (in Rs.) Without GST F.O.R Haldia site store basis</b>
		<b>A</b>	<b>B</b>	<b>C=AXB</b>
<b>1</b>	Design, Manufacturing, Supply and Delivery of Complete Power Cable Reeling Drum (PCRD) assembly with all accessories viz. drum body, base frame, bearing housing with bearings, drum shaft, drive and driven sprocket chain, chain adjuster, chain cover, resistance box, carbon brass holder, pendulum limit switch, gear cam limit switch, cable guide assembly, cable reeling drum motor, gear box, coupling, motor base plate, slip ring assembly, slip ring enclosure, control panel etc. for Coal Ship Loaders.  Total Travel: 150 M; Length of the cable to be reeled: 75 M+2 DT; Cable Size-(4 x 35)sq. mm; Voltage Grade-3.3 KV; Overall Diameter of Cable-60 mm (approx); Machine travel speed (Max.): 30.0 M/min., Acceleration (Max.): 0.15 M/sec <sup>2</sup> ; Height of drum access from cable payout label: 4.0 M & Type of drum: Mono Spiral; distance from ground to PCRD center: 5060 mm.	<b>2 (Two) Sets</b>		
<b>2</b>	Dismantling of the existing Power Cable Reeling Drum assemblies, Shifting of the dismantled items as specified in the scope of work.	<b>2 (Two) Sets</b>		
<b>3</b>	Installation, Testing & Commissioning of complete Power Cable Reeling Drum (PCRD) assemblies with all accessories as mentioned in item sl. No. 1 above.	<b>2 (Two) Sets</b>		

**Design, Manufacturing, Supply, Delivery, Installation, Testing & Commissioning of complete Power Cable Reeling Drum (PCRD) assemblies and Control Cable Reeling Drum(CCRD) assemblies for Coal Ship-loader-1 & 2 installed at Coal Handling Plant of Haldia Dock Complex, Kolkata Port Trust .**

**BILL OF QUANTITY - PRICED BID**

Sl. no.	Description of item.	Quantity	Unit rate (in Rs.) Without GST F.O.R Haldia site store basis.	Total Amount (in Rs.) Without GST F.O.R Haldia site store basis
		A	B	C=AXB
4	Design, Manufacturing, Supply and Delivery of Complete Control Cable Reeling Drum (CCRD) assembly with all accessories viz. drum body, base frame, bearing housing with bearings, drum shaft, drive and driven sprocket chain, chain adjuster, chain cover, resistance box, carbon brass holder, pendulum limit switch, gear cam limit switch, cable guide assembly, cable reeling drum motor, gear box, coupling, motor base plate, slip ring assembly, slip ring enclosure, control panel etc. for Coal Ship Loaders.  Total Travel: 150 M; Length of cable to be reeled: 75 M + 2 DT; Cable Size: 16 x 2.5 sq. mm; Voltage Grade - 1.1 KV; Overall Diameter of Cable - 35 mm (approx); Machine travel speed (Max.): 30.0 M/min.; Acceleration (Max.): 0.15 M/ sec <sup>2</sup> ; Height of drum access from cable payout label: 4.0 M & Type of drum: Mono Spiral; distance from ground to CCRD center: 11,100 mm., distance from Tripper Car Rail to CCRD center: 3400 mm.	2 (Two) Sets		
5	Dismantling of the existing Control Cable Reeling Drum assemblies, Shifting of the dismantled items as specified in the scope of work.	2 (Two) Sets		
6	Installation, Testing & Commissioning of complete Control Cable Reeling Drum (CCRD) assemblies with all accessories as mentioned in item sl. No. 4 above.	2 (Two) Sets		
Total in Rs. :				

**NOTE:**

**Bidders are requested before quoting to see the followings:**

i) Not to quote on above price bid. All bidding should be on-line only.
<b>ii)</b> To quote Unit rate in Rs. excluding GST F.O.R Haldia site store basis for all BOQ Items.
iii) To mention present percentage rate of GST as applicable as extra.

**Annexure-I**

**FORM OF TENDER**

To  
The Sr. Dy. Manager (P&E),  
Operational Administrative Building,  
Chiranjibpur, Haldia Dock Complex,  
Kolkata Port Trust, P.O.- Haldia,  
Dist.- Purba Medinipur, Pin.- 721604

Dear Sir,

We, M/s.....having read and fully understood the specification, conditions of Tender and General Conditions of Contract hereby Tender for " **Design, Manufacturing, Supply, Delivery, Installation, Testing & Commissioning of complete Power Cable Reeling Drum (PCRD) assemblies and Control Cable Reeling Drum(CCRD) assemblies for Coal Ship-loader-1 & 2 installed at Coal Handling Plant of Haldia Dock Complex, Kolkata Port Trust**" in accordance with and as set forth in Notice Inviting Tender, General Conditions of Contract etc.

We hereby agree that the said Specification, 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/ General Manager (Fin.), I/C Rs..... vide Receipt No.....dated.....as Earnest Money, Photostat copy of which is attached. Original Bank Guarantee No...../Bank Draft 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. 71,700.00 ( Rupees Seventy One Thousand Seven Hundred only) deposited by us shall be liable to forfeiture at the option of the competent authority.

Should Kolkata Port Trust, Haldia Dock Complex 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 Trust, Haldia Dock Complex 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.....  
Full Address

Signature.....

(Seal)

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

**Annexure- J**

**PROFORMA OF BANK GUARANTEE  
(PERFORMANCE BOND)**

(In lieu of Cash Security Deposit) to be issued by the Kolkata Branch, as the case may be of any scheduled Bank of India on Non-judicial Stamp Paper worth Rs.50/- or as decided by the Engineer/Legal Adviser of the Trustees)

To

The Board of Trustees

For the Port of Kolkata, Haldia

BANK GUARANTEE NO.....DATE.....

Name of Issuing Bank.....

Name of Branch.....

Address.....

In consideration of the Board of Trustees of the Port of Kolkata, Haldia, a Body Corporate, duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt.....a Proprietary / Partnership / Limited / Registered Company, having its Registered office at .....(hereinafter referred to as the "Contractor") from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for.....(write the name of the work as per Work Order) in terms of the Work Order No.....dated .....(hereinafter referred to as the 'Contract'), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for ..... (Rs.....), we.....Bank.....Branch....., do, on the advice of the contractor hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs.....(Rupees.....). We, ..... Bank.....Branch, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We ... Bank..... Branch, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Kolkata Port Trust, Haldia Dock Complex" without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us..... (Name of Bank).....Branch, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We..... Bank.....Branch, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We..... Bank.....Branch, further agree that a mere demand by the Trustees at any time and in the manner aforesaid is sufficient for us.....

Bank.....Branch, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the contractor and no protest by the contractor, made either directly or indirectly or through Court, can be valid ground for us.....Bank.....Branch, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. We .....Bank.....Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/ or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of .....days of.....2015 and subject also to the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period up to.....or any extension thereof made by us.....Bank.....Branch, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

4. We.....Bank.....Branch, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said contract to extend the time for full performance of the said contract including fulfilling all obligations under the said contract or to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the contractor and to forebear or enforce any of Terms and Conditions relating to the said contract and we..... Bank.....Branch shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such matter of thing of whatsoever nature, which under the law relating to sureties would, but for this provision have effect of so relieving us .....Bank .....Branch.

5. We,..... Bank. ....Branch, lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the Trustees in writing.

SIGNATURE.....

NAME.....

DESIGNATION.....

(Only constituted attorney for and on behalf of)

BANK.....

BRANCH.....

(OFFICIAL SEAL OF THE BANK)

**Annexure-K**

**FORMAT IN CASE OF JOINT VENTURE/CONSORTIUM AGREEMENT**

(To be submitted on stamp paper)

This Joint venture/consortium agreement is made at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 2015 between M/s. \_\_\_\_\_ (please indicate the status viz. Proprietor, firm, Company) represented through its proprietor /partner or Director (hereinafter referred to as "first Party" ) and M/s. \_\_\_\_\_ (Please indicate the status viz. Proprietor, Firm, Company ) represented through its proprietor /partner or Director ( hereinafter referred to as "Second Party") WHEREAS the First party is engaged \_\_\_\_\_ in \_\_\_\_\_ the \_\_\_\_\_ business \_\_\_\_\_ of \_\_\_\_\_

AND WHEREAS THE Second Party is engaged in the business of \_\_\_\_\_

AND WHEREAS both the parties are desirous of entering into a joint venture /consortium for carrying on the work of KOLKATA PORT TRUST in connection with work of \_\_\_\_\_ (please mention the work of the tender).

AND WHEREAS the First Party and Second Party have agreed to form joint venture/consortium for execution of subject works.

NOW THIS DEED WITNESSED AS UNDER:

1. That under this Joint Venture/consortium Agreement the work will be done jointly by the first party and second party in the name and style of M/s \_\_\_\_\_.

2. It is further agreed by the Joint Venture/consortium Partner that \_\_\_\_\_ of M/s. \_\_\_\_\_ has been nominated as Lead Partner for the execution of the works.

3. That all the parties shall be liable jointly, equally and severally for the satisfactory execution of the contract in all respect in accordance with terms and conditions of the contract and the lead partner shall be authorised to incur liabilities and receive instruction for and on behalf of any and all the partners and parties of the Joint Venture/consortium and the entire execution of the contract including payment shall be done exclusively with the lead partner.

4. THE PROPOSED PARTICIPATION SCOPE OF ACTIVITIES TO BE PERFORMED AND RESPONSIBILITIES OF EACH:

The proposed administrative arrangement, participation, scope of activities to be performed and responsibilities for the execution of the work of the each party shall be as under:

First Party:

Second Party:

5. The turn over and experience of each party is as under:

First Party:

Second Party:

6 Subject to Clause-4, the parties shall depute their experienced staff as required for the works and plants, equipment, machinery etc. as requires for execution of works, will be deployed by each Joint Venture/consortium partners for execution of the contract.

7. In the event of default by any partner in the execution of the part of the contract, the Lead Partner will have the authority to assign the work to any other party acceptable to the Kolkata Port Trust to ensure the satisfactory execution of that part of the contract.

8. The Registered Office of the Joint Venture/Lead Partner of the consortium shall be at \_\_\_\_\_

9. The Joint Venture/consortium shall regularly maintain in the ordinary course of business a true and correct account of all its incoming and outgoing and also of its assets and liabilities in proper books or account which shall ordinarily be kept at place of business and after Completion of above mentioned work all account shall be taken.

10. Opening and operation of Bank Account:

The Joint Venture/consortium shall open and maintain bank account(s) at \_\_\_\_\_  
\_\_\_\_\_. The Lead Partner as mentioned in Clause (2) above shall have the power to receive the payments on behalf of the Joint Venture/consortium and to give discharge on behalf of the Joint Venture/consortium.

IN WITNESS WHEREOF the Parties hereto have signed hereunder at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

Party of First Part

Party of Second Part

Witness:

1)

2)