



KOLKATA PORT TRUST
15, Strand Road, Kolkata-700 001
Tel: 2230-3451(PBX) Fax 2231-0105

TENDER NOTICE

Tender No.	MRN/SDDS/Matla/2017-18	Date	December 2017
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Work Title

Salvage of aground Light Float Matla from New Island and towage upto Sagar.

Scope of Work

The Light Float Matla, which is lying aground at New Island (Jombu Dwip) is to be salvaged and towed to Sagar.
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(A) NOTICE INVITING TENDER

Sealed tenders, single stage two part system (Par- I: Techno-Commercial Bid and Part- II: Price Bid), are invited from reliable, bonafide Agencies.

Kolkata Port Trust intends to engage a contractor for salvage of Light Float Matla from New Island and towage of the same to Sagar.

Bid Document may be downloaded from KoPT website www.kolkataporttrust.gov.in. www.eprocure.gov.in. Corrigenda or clarifications, if any, shall be hosted on the above mentioned websites only.

(B) Tender Authority

Director, Marine Department, Kolkata Port Trust, 15, Strand Road, Kolkata - 700001. Telephone: 033-2230 2453, 9836298700. FAX: 033-2231-0105.							
Last date of submission of bids.	27.12.17	Time	Up to 1400 hours.	Opening date (for Part-I).	27.12.17	Time	1500 hours.

Tender fee	Rs.500/-
Earnest Money Deposit	Rs. 5,960/-.
Pre-bid meeting.	At 1400 hours on 14.12.17
Estimated value of the tender.	Rs. 2.98 Lakh.
Time of Completion of works.	30 days.

(C) Pre-Qualification Criteria:

1. Must have experience of having successfully completed *similar work during the last 7 years 30.11.2017, which shall be either of the following:

(a) Three similar completed works, each costing not less than the amount equal to 40% of the estimated value i.e. Rs. 1.192 Lakh.

Or

(b) Two similar completed works, each costing not less than the amount equal to 50% of the estimated value i.e. Rs. 1.49 Lakh.

Or

(c) One similar completed work, costing not less than the amount equal to 80% of the estimated value i.e. 2.384 Lakh.

*** The similar work shall include marine related salvage work /surveillance work by boats / supply of launches /Tugs. Work experience, as a sub-contractor shall not be considered as the requisite qualification.**

2. The bidder must have an average annual financial turnover of at least 30% of the estimated value i.e. Rs. 0.894 Lakh, during the last 3 years ending 31st March 2017.

1.0 INSTRUCTIONS TO THE BIDDERS.

1.1 Mere downloading of tender document will not mean that a particular Bidder will be automatically considered qualified and their bid will be entertained. Such qualifications will be reviewed at the time of evaluation of bids.

1.2 In case there is an unscheduled Holiday / Bandh / Strike on the prescribed date of pre-bid meeting or last date of submission of the tender, the next working date will be treated as the scheduled prescribed date for the same.

1.3 The tender paper may also be downloaded from KoPT website: www.kolkataporttrust.gov.in. Central Public Procurement Portal www.eprocure.gov.in. Parties downloading the tender paper from KoPT's website and C.P.P. Portal should ensure submission of Original Demand Draft/Banker's Cheque/Pay Order payable to 'Kolkata Port Trust' for an amount of Rs.500/- (Rupees Five hundred only) being the tender fee, failing which the tender will not be considered.

1.4 **EXEMPTION:** NSIC registered firms (under single point registration scheme) are exempted from depositing cost of tender document. Documentary

evidence must be submitted in cover-I of their offer for claim of such exemption, otherwise their offers will be rejected.

- 1.5 Kolkata Port Trust reserves the right to reject all the tenders or to accept any tender in whole or in part without assigning any reason whatsoever.
- 1.6 Further amendments, if any, would also appear in the same website.
- 1.7 Bidders are advised to submit bids based upon Technical Specification, terms and conditions, Scope of Work contained in the Bid Document and General Conditions of Contract and not to stipulate any deviation. 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 the same is notified by KoPT.
- 1.8 The information being provided in this Tender Document does not relieve the Bidders from carrying out the works to suit the specified needs. The Bidders shall inspect the site and may conduct trials at their own cost and risk and use any and every other method to ensure the adequacy of their offer.
- 1.9 The General Conditions of Contract of Kolkata Port shall be applicable wherever relevant. The GCC may be downloaded from KoPT website, 'Homepage → Rule and Regulations → Non Service Regulations'.
- 1.10 Bid Document shall remain the property of Kolkata Port Trust.
- 1.11 KOLKATA PORT TRUST will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.
- 1.12 The work 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 clause 1.14 below.
- 1.13 The Bidders shall specially undertake to keep his offer valid for acceptance up to 60 days from the date of opening of Techno-Commercial Bid (Part-I) and to abide by all the conditions laid down in the Bid Document.
- 1.14 If the bidders find any discrepancy or omission in the Bid document or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer, who may send a written explanation to the queries. No oral interpretations shall be made by any Bidder as to the meaning, if any, of the provisions of the Bid documents. Every request for an interpretation shall be in writing, addressed and forwarded to the Engineer at the following address:-
Director, Marine Department, 15, Strand Road, Kolkata-700001.
- 1.15 The bidders may please note that Kolkata Port Trust will not entertain any correspondence or queries on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agent to visit Kolkata Port Trust's Offices for making such inquiries. Should Kolkata Port Trust find it necessary to seek any clarification, technical or

otherwise, the concerned bidder will be duly contacted by Kolkata Port Trust.

- 1.16 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.

2.0 INSTRUCTIONS FOR FILLING UP THE BIDS

- 2.1 The Bid any annotations or accompanying documentation shall be in English language only and in metric system.
- 2.2 Bidders shall sign their proposal and all attached documents with the exact name of the firm to whom the bid document has been issued. The bid shall be duly signed and sealed by an authorized executive officer of the bidder's organization.
- 2.3 Each page of the submitted 'document' shall be signed by a duly authorized officer and in case of a Corporation; same shall be sealed with the corporate seal or otherwise appropriately executed under seal.
- 2.4 Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. Kolkata Port Trust may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 2.5 The bid document shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be completed and free from ambiguity, change or inter lineation.
- 2.6 Bidders shall quote their price as per the format provided in the tender.
- 2.7 If the bidder submits any document incorporating any sort of qualifying expression, the bid will be rejected.
- 2.8 Changes to terms and conditions as enumerated in the bid document will not be valid unless notified by Kolkata Port Trust in writing to the bidder.
- 2.9 Kolkata Port Trust reserves the right to ask any one of the bidders, who have submitted their price quotations to submit a break-up of the submitted prices with adequate justification to establish for each such component. Bidders to confirm in writing in the form of Tender that should Kolkata Port Trust deem it necessary to ask for such a break up of quoted price, they will be duty bound to do so as requested by KoPT, they shall be further duty bound to provide justification to the same, failing which or if their justification of prices are found unacceptable to KoPT, their Tender may be cancelled by Kolkata Port Trust.
- 2.10 Director, Marine Department or his representative may convene meeting with the bidders with prior notice which the bidders will have to attend, failing which, decisions of the Director, Marine Department taken unilaterally will be final and binding on the bidders.
- 2.11 E-mailed/faxed offers will not be considered. Bidders shall submit their bid themselves. Bids submitted by agents will not be given cognizance.

3.0 MODE OF SUBMISSION OF BID

3.1 Tenders shall 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. The tenderer should submit tender in duplicate in one sealed main cover containing two separate sealed covers i.e. Cover-I & Cover-II. Each cover shall be appropriately superscribed.

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

- a) Copy of the Audited Balance Sheet for last 3 (three) years (2014-15, 2015-16 & 2016-17).
- b) Copy of the documents relating to details of Similar Works previously carried out (performance certificate) by the firm with value & period of each work.
- c) Bank Draft/Bankers Cheque/Pay Order payable to “Kolkata Port Trust” of Rs. 500/- as tender fee.
- d) Bank Draft/Bankers’ cheque/Pay order as per rates mentioned in clause 4.0, payable to “Kolkata Port Trust” as **Earnest Money Deposit**.
- e) The details plan / methodology proposed to be employed for the purpose.
- f) One Bid document duly signed and stamped on each page. GCC need not be submitted.
- g) Signed and stamped blank copy of Price format.
- h) Letter of authority, if any.
- i) Filled up “Form of Tender” as per enclosed pro forma.
- j) Copy of ESI Registration certificate.
- k) Certificate/declaration of compliance with Minimum Wages Act.
- l) Copy of Current P.F. Statement or in case they are exempted under Provident fund act, they would furnish necessary documents along with an affidavit affirmed before a first class Judicial Magistrate to the effect as per enclosed Pro forma (Annexure-A).
- m) Photocopy of PAN card and details of Bank particulars for payments through ECS.
- n) A separate letter addressing to Director, Marine Department, Kolkata Port Trust, confirming that the tenderer has accepted all terms and conditions laid down in the Bid Document in addition to covering letter as per format given at Annexure-B.

3.3 Part-II (Price Bid) shall contain only the ‘Price Bid’ as per the format without any condition or deviation.

4.0 EARNEST MONEY DEPOSIT:

4.1 The bidders shall be required to deposit INR **Rs. 5,960/-** (Rupees Five Thousand Nine Hundred & Sixty only) as ‘Earnest Money Deposit’ (EMD) payable to ‘Kolkata Port Trust’ by Banker’s Cheque or Pay Order or Demand Draft, payable at Kolkata.

- 4.2 Earnest Money of unsuccessful bidders will be refunded within 2 months of opening the Price bid or on finalization / acceptance of tender, whichever is earlier. If Price bid is opened before expiry of validity of Earnest Money Instrument, the same will be refunded to bidders other than the L-I bidder. EMD of L-I bidder will only be encashed. If Price bid cannot be opened for any reason before expiry date of Earnest Money Instrument, the bidder would be requested to extend the validity of the EMD Instrument within the validity period of the offer, failing which the EMD instrument would be encashed. Tender submitted without EMD shall not be considered.
- 4.3 After conclusion of tender process, EMD of successful bidder will be returned without interest after submission of Security Deposit. However, the contractor may be allowed to convert the EMD as a part of Security Deposit. In case the successful bidder fails to accept the contract or fails to submit the Security Deposit, the EMD will be liable for forfeiture.
- 4.4 EXEMPTION: NSIC registered firms (under single point registration scheme) are exempted from depositing Earnest Money. Documentary evidence must be submitted in cover-I of their offer for claim of such exemption, otherwise their offers will be rejected.

5.0 SECURITY DEPOSIT

- 5.1 Successful bidder will submit Security Deposit for a sum equivalent to **10% of the total quoted value as per price bid** of the tender, as accepted by KoPT, in Demand Draft or Bank Draft/Bankers' cheque/Pay order in favour of 'Kolkata Port Trust' from a National/Scheduled Indian Bank with branch at Kolkata. In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court. In case of Bank Guarantee, the same shall remain valid for 3 months after the final expiry of the contract. The Security Deposit will be released within 60 days after successful completion of the contract period.
- 5.2 The Director, Marine Department shall have the right to ask for the extension of the above Bank Guarantee till such time the Contractual obligations are fulfilled and the Contractor will be duty bound to extend the same.
- 5.3 After the issuance of 'Letter of Intent', Security Deposit will have to be submitted within 15 working days. Work order will be issued immediately after receipt of Security Deposit.

6.0 DUTIES & TAXES.

The rates quoted by the bidders shall be inclusive of all taxes and duties whether direct or indirect except for GST. GST will be payable extra by

KoPT at actual. GST will not be considered for evaluation of the tender. GST as applicable would also be imposed on all deductions and penalties on the contractor. However, as KoPT is not a Registered Body Corporate, it is not liable to pay Service Tax under “Reverse Charge” mechanism.

7.0 PRICING OF BID.

- 7.1 **General:** The Bid shall be quoted in and as per format of Price Bid.
- 7.2 **Currency of Quotations:** The bidder shall indicate the prices in Indian Rupees only. The bidder shall not quote in any other currency other than Indian Rupees.
- 7.3 **Validity of Price Bid:** The Part-II (Price Bid) shall be valid for acceptance for a minimum period of 60 days from the date of opening of Part-I (Technical & Commercial aspects) of the Bid.

8.0 SPECIAL CONDITIONS OF THE CONTRACT

- 8.1 Light Float Matla is to be retrieved from the New Island and to be towed to Sagar by deploying man, materials, and necessary equipments, Tug / Fishing Trawler etc. of the Contractor.
- 8.2 The work is to be carried out on ‘No Cure No Pay Basis’. Payment shall be made within 45 days of submission of bill on completion of the work.
- 8.3 General information about the Light Float Matla,
 - Year of Built: 2013
 - LOA- 18 mtrs.
 - Focal Height: 10 mtrs.
 - Breadth (M): 7 mtrs.
 - Depth (M) : 2.8 mtrs.

KOLKATA PORT TRUST

Tender No. MRN/SDDS/Matla/2017-18 of December 2017

Bill of Quantities

Sl. No.	Description	Quoted price in Lump sum	Remarks
1	Light Float Matla to be retrieved from the grounded site of New Island and to be towed to Sagar Roads by deploying man, materials, and necessary equipments, Tugs / Trawlers etc. of Contractor.		The price shall be inclusive of all taxes (direct & indirect) and duties except for GST. GST shall be paid separately in actual.

FORM OF TENDER
TENDER NO.MRN/SDDS/Matla/2017-18

To
The Director,
Marine Department,
Kolkata Port Trust,
15, Strand Road,
KOLKATA - 700001.

Dear Sir,

We M/s. _____
of _____ having read
and fully understood the specification, conditions of tender and general
conditions of contract hereby tender for salvage & towage of Light Float as
per Tender No. MRN/SDDS/Matla/2017-18 for the Trustees for the Port of
Kolkata in accordance with and as set forth in annexed General Conditions of
Contract and General Specifications.

The quotations have been submitted in Cover-I and Cover-II as
stipulated.

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 undertake to complete the work in all respects in accordance with
the specifications and drawings and to deliver to KoPT at Kolkata for acceptance
after trials within stipulated time frame.

We also agree to abide by this tender for a period of 60 days from the
date of opening of techno-commercial bid and in default of doing so, forfeiture
of the Earnest Money Deposited is at the option of Trustees.

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 the Trustee's are not bound to give any reason for
their decision.

Yours faithfully,

Dated _____

Signature

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

KOLKATA PORT TRUST
AGREEMENT FORMAT
SECTION.

THIS AGREEMENT made the _____ day of _____ 2016 between the Board of Trustees of the Port of Kolkata, a body corporate constituted by the Major Port Trust Act, 1963 (No.38 of 1963) having its Head Office at 15, Strand Road, Kolkata -700001 (hereinafter called “Trustees” which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office of the one part and

M/s.

Having its office at _____ (hereinafter called “the contractor” which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office of the other part.

WHEREAS Trustees are desirous that certain works should be executed and have accepted a Tender / Offer by the Contractor for the work.

AGREEMENT WITNESSTH AS FOLLOWS:

1. In this Agreement words and expression shall have the same meaning as are respectively assigned to them in the general Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read as construed as part of this Agreement, viz.:
 - (a) The said Tender and the acceptance of Tender.
 - (b) The Drawings.
 - (c) The General Conditions of Contract.
 - (d) Special Conditions of Contract (if any).
 - (e) The Conditions of Tender.
 - (f) The Specification.
 - (g) The Bill of Quantities.
 - (h) The Trustees Schedule of Rates and prices (if any).
 - (i) 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 Trustee’s hereby covenant 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 year first above written.

The Seal of _____

Was hereunto affixed in the presence of:

Name _____

Address _____

or
SIGNED SEALED AND DELIVERED.

By the said _____

In the presence of :

Name _____

Address _____

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

Name _____

Address _____

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

BEFORE THE 1st CLASS JUDICIAL MAGISTRATE AT _____

AFFIDAVIT

I _____ son of _____

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

Do hereby solemnly affirm and declare as flows:

1. That I am the proprietor / Partner / Director _____

Having office at _____

and carrying on business on the same name and style.

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

2. THAT my aforesaid Firm is exempted from Provident Fund Act and the said Firm has no valid Provident Fund Registration.

3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the clause No. _____ of the Tender vide NIT No. _____ issued by the Kolkata Port

Trust in respect ofo the work (the work is to be mentioned).

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

Deponent

Identified by _____

Covering letter

Ref. No.

Dated:

The Director, Marine Department,
Kolkata Dock System, Kolkata Port Trust,
15, Strand Road, Kolkata - 700001.

Dear Sir,

1. We _____ (Name of Tenderer having examined the Tender Document and understood its contents, hereby submit our Tender for _____ dt. _____
2. All information and proofs provided in the Tender including Addendum and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.
3. We shall make available to Kolkata Port Trust (hereinafter referred to as KoPT) any additional information it may find necessary or require to supplement or Authenticate the Tender.
4. We, _____ (Name of Tenderer) hereby undertake that we will abide by the decisions of KoPT in the matter of examination, evaluation and selection of Successful Tenderer and shall refrain from challenging or questioning any decision taken by KoPT in this regard. We, further acknowledge the right of KoPT to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We also certify the following
 - a) We have not been debarred by the Central / State Govt. or any entity Controlled by them or any other legal authority from participating in any Tender /Contract / Agreement of whatever kind
 - b) We have also not been expelled from any project or contract nor have had any contract terminated for breach in the last 3 years ending on the date of opening of the techno commercial part of the tender.
6. We declare that:
 - a) We have examined and have no reservations to the Tender Document, Including the Addendum, if any, issued by KoPT thereon.

- b) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.
7. We understand that KoPT reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any obligation for such acceptance, rejection or annulment without assigning any reason thereof.

Yours faithfully,

Signature of Tenderer

Name _____

Designation _____

Date _____

Seal:
