

No. Hyd/2099.V/ 04

Date: 03-01-2018



KOLKATA PORT TRUST
Hydraulic Study Department
20, Garden Reach Road
Kolkata – 700 043

Website: www.kolkataporttrust.gov.in

Tel: 2409-3031,29

Fax:2409-3036

WORK TITLE: Hiring of services on ‘per-operation’ basis for tracing, drawing, drafting and ancillary duties in the Drawing offices of Hydraulic Study Department (HSD) of Kolkata Port Trust (KoPT) for a period of 2 (two) years

E-Tender in two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide & experienced agency with required experience as per Prequalification Criteria stipulated in Tender Document for the above work. Bid Document may be seen from MSTC website. Corrigenda or clarifications, if any, shall be hosted on the above mentioned website only.

Bidders will have to participate in bidding process through website www.mstcecommerce.com only.

(D. Guha)

Dy. Chief Hydraulic Engineer
for Chief Hydraulic Engineer

SCHEDULE OF TENDER (SOT)

a TENDER NO.	Hyd/2099.V/04 dt.03-01-2018
b. MODE OF TENDER	<p>e-Procurement System (Online Part I – Techno-Commercial Bid and Part II – Price Bid through www.mstcecommerce.com/eprochome KoPT of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No hard copy offer is acceptable by KOLKATA PORT TRUST.</p>
c. E-Tender No.	KoPT/Kolkata Dock System/HSD/3/17-18/ET/500
d. Availability of NIT in KoPT website	Up to 15:00 hours of 29-01-2018
e. Pre-Bid Meeting date & Time	24-01-2018 at 14:00 hours
f. Pre –Bid Meeting closing date & Time	24-01-2018 at 16:00 hours
g. i) Estimated Cost Of Work	Rs.22,77,000/- (Rupees Twenty-two lakhs seventy-seven thousand only) excluding statutory taxes (GST).
ii) Earnest Money Deposit	<p>The intending bidders should submit Earnest Money of Rs.45,540/- (Rupees Forty-five thousand five hundred & forty) only to KoPT.</p>
iii) Cost of tender	<p>The intending bidders should submit the tender cost of Rs.1,500/-(Rupees One thousand five hundred) only (non-refundable) separately to KoPT as per NIT; otherwise their offer will be summarily rejected.</p>
iv) Transaction Fee	<p>Rs. 1140/- (Rs. One thousand one hundred & forty) only. Payment of Transaction fee by NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Annexure A)</p>

h. Last date of submission of EMD & Cost of Tender Document fees at Hydraulic Study Department, Kolkata Port Trust Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.	29-01-2018 up to 14:00 Hrs. Three working days before the last date of closing of online bidding for the e-tender.
i. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/	05-01-2018 (From 12:00 hours onwards)
j. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	29-01-2018 (Up to 15:00 Hrs)
k. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Date & time of opening of Part-II (i.e. Price Bid) will be informed separately	29-01-2018 (15:30 Hrs) In case of General strike / Bandh or unprecedented cease work, the time of opening of the bids will automatically be extended to 14:00 hours of the next working day of KoPT.

List of Annexures

Annexure-A	Important instructions for e-tender
Annexure-B	Commercial Terms & Conditions
Annexure-C	Notice Inviting Tender

Annexure-A**Important instructions for e-tender**

This is an e-procurement event of KOLKATA PORT TRUST

The e-procurement service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

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

1.	<p>Process of E-tender :</p> <p>A) Registration: The process involves bidder's registration with MSTC e-procurement portal which is free of cost. Only after registration, the bidder(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Bidder should possess Class III signing type digital certificate. Bidders are to make their own arrangement for bidding from a PC connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/</p> <p>1). Bidders are required to register themselves online with www.mstcecommerce.com→ e-Procurement →PSU/Govt depts→Register as Bidder Filling up details and creating own user id and password→ Submit.</p> <p>2). Bidders will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact KoPT/MSTC, (at least one working day before the scheduled time of the e- tender).</p> <p>Contact person (Kolkata Port Trust):</p> <p>Dealing Officer's name: - 1. S. Mukhopadhyay, Dy. Director (Mob: 96747-20102)</p>
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	<p>Contact person (MSTC Ltd):</p> <p>1. Mr. Sabyasachi Mukherjee 2) Ms S. Maity Deputy. Manager (E-commerce) Assistant Manager (E-commerce) Email : smukherjee@mstcindia.co.in Email : smaity@mstcindia.co.in Landline:03322901004</p> <p>B) System Requirement:</p> <p>i) Windows 98 /XP-SP3 & above/Windows 7 Operating System / Windows 8 / updated version ii) IE-7 and above Internet browser. iii) Signing type digital signature iv) JRE 7 update 9 and above software to be downloaded and installed in the system. To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level</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 KoPT. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p>
3.	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>
4.	<p>Special Note towards Transaction fee:</p> <p>MSTC shall collect a non-refundable transaction fees @ 0.05% of the estimated tender value from all participating vendors subject to a maximum of Rs. 15,000/- (Rs. Fifteen thousand only) per event per vendor.</p> <p>Payment Of Transaction fee by RTGS in favour of MSTC Limited .The Bank details, format etc for sending Transaction fee by RTGS to MSTC is detailed below :</p> <p>Bank Details : Axis Bank ,Shakespeare Sarani Branch Account Details : Axis Bank A/c.No.005010200057840 IFSC Code No. : UTIB0000005.</p> <p>“The bidders shall enter the transaction fee details by using the “Transaction Fee Entry” Link under “My Menu” in the bidder login. The bidders have to select the particular tender in which</p>

	<p>they want to participate against the transaction fee by clicking on the tick box at the right and then Clicking on the “Submit” Button at the bottom of the page. Then the page appears where the bidders are required to fill up the transaction details, namely the UTR No, Date Of Transaction, and the Remitting Bank in the given fields and then click on the “Confirm” Button“.</p> <p>NOTE: The bidders should attempt to deposit Transaction fee 3 (three) days prior to closing of bids on account of failure to confirm receipt by MSTC.</p> <p>Contact Details :</p> <p>Fax No. : 033- 22831002</p> <p>Email ids: sanjibpoddar@mstcindia.co.in, arindam@mstcindia.co.in, rpradhan@mstcindia.co.in, smukherjee@mstcindia.co.in.</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party’s account will not be accepted. Transaction fee is nonrefundable.</p> <p>In case of failure to access the payment towards Transaction fee for any reason, the bidder, in term, will not have the access to online e-tender.</p>
5.	<p>In case of failure to access the payment towards Cost of Tender document & EMD for any reason, the vendor, in turn, will not have the access to online e-tender and no correspondence in this respect will be entertained and Kolkata Port Trust (KoPT) will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of Cost of Tender document and EMD through Bank Draft/Banker’s Cheque/Pay Order etc. well in advance and upload the scanned copy of the same.</p> <p>Bidders are instructed to use <i>Upload Documents</i> link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, bidders can attach documents through <i>Attach Document</i> link against the particular tender. For further assistance please follow instructions of bidder guide.</p>
6.	<p>All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by KoPT Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of bidder with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature</p>

	Certificate).
7.	<p>(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.</p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to bidders (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprochome/ of MSTC Ltd.</p>
8	E-tender cannot be accessed after the due date and time mentioned in NIT.
9.	<p>Bidding in e-tender:</p> <ol style="list-style-type: none"> Bidder(s) need to submit necessary EMD, Cost of Tender documents and Transaction fees to be eligible to bid online in the e-tender. Cost of Tender documents and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by KoPT. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid. The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU/ Govt depts → Login → My menu → Auction Floor Manager → live event → Selection of the live event → Techno Commercial Bid. The bidder should allow to run an application namely en Apple 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. 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

	<p>NOTE: - The Techno-Commercial Bid & Price bid cannot be revised once the submit button has been clicked by the bidder.</p> <ol style="list-style-type: none"> In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. 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 bidder shall be called hereafter BIDDER. It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system. KoPT 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. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be as per UOM indicated in the e-tender floor/tender document.
10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
13.	Kolkata Port Trust (KoPT) has the right to cancel this e-tender without assigning any reason thereof.
14.	The online tender should be submitted strictly as per the terms and conditions and procedures laid

	down in the website www.mstcecommerce.com/eprochome/mstc of MSTC Ltd.
15.	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.
16.	The bid will be evaluated based on the filled-in technical & commercial formats.
17.	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.
18.	Necessary addendum/ corrigendum (if any) of tender would only be hosted in the e-tendering portal of M.S.T.C.
19.	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.
20.	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.
21.	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
22.	Due date of submission of tender will not be extended under any situation.

Annexure –B**Commercial Terms & Conditions**

SL. NO.	TERMS
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.
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.
3	The Terms and Conditions of E-Tender shall be read in conjunction with the
	General Conditions of Contract (available in KoPT website → Rules &
	Regulations → Non-service Regulations), Bill of Quantities and other documents
	forming part of this Contract wherever the Contract so requires.
4	The several documents forming the Contract shall be taken, as mutually
	explanatory to one another and in case of any discrepancies, the Bill of Quantities
	shall prevail over the Specifications and the Terms and Conditions over the
	General Conditions of Contract of KoPT. In case of any dispute, question or
	difference either during the execution of the Contract or any other time as to any
	matter or thing connected with or arising out of this Contract, the decision of the
	Chief Hydraulic Engineer , KOLKATA PORT TRUST, thereon shall be final and
	binding upon all parties.
5	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.
6	The contract shall be governed by all relevant Indian Acts applicable only within
	the jurisdiction of the High Court at Calcutta.
7	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.
8	Bidders are advised to visit the site of work prior to submission of their bid.

Bidder shall get himself thoroughly familiarized with the site conditions etc. before submission of the e-tender. He may contact the Chief Hydraulic Engineer or his authorized representative at his office at 20, Garden Reach Road, Kolkata 700043 in this regard. Non compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.

- 9 In the event of the successful bidder failing to execute the order within the stipulated period without sufficient reasons acceptable to the Trustees, the Earnest Money Deposit may be forfeited and the order be cancelled at the option of the Trustees’.
- 10 The Bidder shall state clearly his quoted rates both in figure & word.
- 11 Orders may be placed in full/part to the lowest bidder.
- 12 Percentage of Profit, to be quoted, should remain firm over the contract period.
- 13 Enlisted/registered contractor of KoPT will get the benefit of exemption of deposition of Earnest Money up to the prescribed limit. They are to upload the scan copy of the original T.R. issued to them by KoPT during registration to KoPT relating to **Permanent Security Deposit**
- 14 Micro & Small Enterprise (MSEs) registered with NSIC
 - i) Micro & Small Enterprise (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of tender Document and Earnest Money.
 - ii) If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.
 - iii) Copy of valid NSIC Certificate for MSEs along with DIC’s certificate has to be submitted along with bid. For Scheduled cast (SC) & Scheduled Tribe (ST) entrepreneurs, documentary evidences have also to be submitted to get benefit in this regard.

Annexure –C

NOTICE INVITING TENDER

Scope of Work

The ‘Works Contract’ shall comprise of the following works at HSD/Hydraulic Model Center (HMC, Kolkata)/Hydraulic Study Field Organization (HSFO, Berhampore, W.B.)/Geo-technical cell of HSD (Haldia, W.B.) :

- Tracing, Scanning & Printing of survey charts
- Differential Chart preparation from digitized / scanned data of river bathymetry
- Preparation of Time-history diagram of river Cross-section, Bank-line & Iso-depth Contours
- Preparation of mosaic of varying scaled charts
- Drawing of Graphs of Simultaneous Tidal Observation (STO)
- Preparation of shipping track record
- 3-D view Generation of critical areas of river
- Velocity Rose diagram preparation
- Float Diagram preparation to track the movement of dredged materials
- Riverine database preparation (Bathymetry, Water Level, Discharge, Velocity)
- In addition Carrying out similar jobs which may crop up in due course

The Volume of the above Works as described below is required to be accomplished on ‘per operation’ basis as per the following:

- Maximum one (1) no. ‘Highly-Skilled’ operation per day at HSD
- Maximum one (1) no. ‘Skilled’ operation per day at HSD
- Maximum one (1) no. ‘Skilled’ operation per day at HSFO(Berhampore)
- Maximum one (1) no. ‘Skilled’ operation per day at HMC(Kolkata)
- Maximum one (1) no. ‘Skilled’ operation per day at Geo-technical cell of HSD(Haldia)

- The maximum no. is 2500 Highly-Skilled & Skilled operations spanning over a time period of 2(two) years
- Each operation signifying actual work in Kolkata Port Trust offices, on all working days (Generally from Monday to Friday from 9.30 AM to 5.30 PM at offices).
- Both the 'Highly Skilled' & the 'Skilled' operators be preferably a Civil Draftsmanship or equivalent drawing certificate holder & having working knowledge of software pertaining to the work. In addition the 'Highly Skilled' operator should have drawing software proficiency degree / diploma / certificate.
- The operations will be performed under the guidance of the respective departmental/sectional officers. The quality of the service rendered shall be to the satisfaction of the supervising officials.

Pre-qualification Criteria

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

- I. Self certified true copy of documents as proof that bidder has its own Registered office in West Bengal
- II. Self Certified true copies of PAN, latest Income Tax return, Goods and Service Tax (GST) registration certificate issued by competent authority.
- III. Self Certified true copy of ESI registration certificate issued by competent authority
- IV. Self Certified true copy of EPF registration certificate issued by competent authority.
- V. Self Certified true copy of Work Order & Work completion certificate for similar nature of work carried out in Govt/Semi-govt/Statutory local bodies/Reputed Private organizations during the last 7 (seven) years ending last day of month previous to one in which NIT is invited and the experience should be either of the following as detailed below :
 - Either (i) **03 (Three)** completed works each costing not less than **40 %** of the estimated amount put to tender
 - Or (ii) **02 (Two)** completed works each costing not less than **50 %** of the estimated amount put to tender

- Or (iii) **01 (One)** completed work costing not less than **80%** of the estimated amount put to tender
 - Work experience as a sub-contractor shall **not** be considered as a requisite qualification
- VI. Self Certified true copy of Audited Accounts Statement of the bidding firm for the last three financial years
- VII. Self Certified true copy of Average Annual Financial Turnover of the bidding firm during the last three years, ending on **31-03-2017**. The same should be at least **30%** of the estimated amount put to tender.
- VIII. Self Certified true copy of Bank Draft / Pay Order etc. for Earnest Money Deposit(EMD) and Cost of Tender Document, as detailed below
- IX. An online signed copy of the following undertaking :
- “I/We have fully read & understood the entire Tender Document, General Conditions of Contract (GCC) & Addenda, if any, downloaded from under the instant e-tender and no other source and will comply to the said document, GCC & Addenda”

Earnest Money Deposit

Before submitting the bids, bidder shall submit a Banker's Cheque or Pay Order or Demand Draft amounting to Rs. 45,540/- (Rupees Forty-five thousand five hundred & forty) only, in favour of “Kolkata Port Trust”, drawn on a Nationalized Bank of India and payable at Kolkata. The same should be submitted along-with Cost of Tender Document physically at Hydraulic Study Department, in a closed cover, with a forwarding letter addressed to the Chief Hydraulic Engineer, as per Schedule of Tender. Non-compliance of this stipulation shall render the tender offer informal and it will be rejected. The Earnest Money of the successful bidder will be converted to part of Security Deposit(SD) and the remaining security deposit will be recovered from the contractor's each and every on Account Bill [including the final bill, if necessary] at the percentage of each such bills as set forth in Clause.3.4,3.5 & 3.6 of the General Conditions of Contract(GCC). Refund and forfeiture of SD shall be guided by Clause 3.5(i) & (ii) of the GCC. The Earnest Money Deposit of the unsuccessful bidders will be returned without interest, after issuance of Work Order to the successful bidder. Details of remittance should be entered by the participating bidder in the space provided in the e-tender

Cost of Tender Document

Before submitting the bids, bidder has to submit Banker's Cheque or Pay Order or Demand Draft amounting to Rs. 1,500/- (One thousand five hundred) only [Non - refundable], in favour of "Kolkata Port Trust", drawn on a Nationalized Bank of India and payable at Kolkata, towards the cost of Tender document. The same should be submitted along-with EMD physically at Hydraulic Study Department in a closed cover, with a forwarding letter addressed to Chief Hydraulic Engineer, as per the Schedule of Tender. Non-compliance of this stipulation shall render the tender offer informal and it will be rejected. Details of remittance should be entered by the participating bidder in the space provided in the e-tender

Mode of submission of Bids

All bidders must submit their offers through e-tendering in accordance with the terms and conditions set out in the bid documents and no deviation will be accepted. Techno-commercial Bid i.e. Part-I shall also contain the following documents which are to be uploaded, apart from the documents mentioned under Pre-qualification Criteria. The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities.

- a) That the Bidding Firm has not been debarred / de-listed by any Govt. / Quasi Govt. / Public Sector undertaking in India.
- b) The proprietor / partner(s) / authorized signatory of the bidding firm (in the case of proprietorship firm / partnership firm / limited company , as the case may be) is / are not associated with any other firm bidding for the same work.

Price Bid i.e. Part-II, as per BOQ and Form A to be uploaded (scanned copy duly filled up & signed by the bidder).

Validity of offers

The e-tender shall remain valid for a period of **4 (four) months** from the date of opening the same. 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 e-tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees/ Sanctioning Authority / Engineer.

Time of Completion of the Work

The time of completion for the work shall be two years from the date of acceptance of the Work Order **OR** expiry of maximum number of operations (2500 Highly-Skilled & Skilled operations), whichever achieved earlier.

Evaluation of the Tender

Bids will be evaluated on the basis of pre-qualification criteria and subsequently by the percentage of profit quoted by the bidders, under BOQ of Price Bid. During the course of examination of Techno–Commercial bids, the bidders, if asked for, shall produce the original documents or any additional documents, if asked for, to satisfy the Authorities. The price bids of those bidders who meet the qualifying criteria of NIT shall be opened.

During Techno–Commercial Evaluation, i.e. evaluation of tender, an offer shall be considered nonresponsive in case:-

- (i) is not accompanied by requisite earnest money
- (ii) is not accompanied by requisite tender paper cost
- (iii) validity of the offer is less than tender stipulation
- (iv) It does not meet the Qualification Criteria as stipulated in the NIT
- (v) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely.
- (vi) Requisite documents as per NIT are not uploaded.

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

- a) The bidder provides misleading or false information in the statements and documents submitted
- b) Record of unsatisfactory performance during the last seven years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delays in completion or financial bankruptcy etc. The decision of Kolkata Port Trust in this regard shall be final and binding on the bidder.

Price Quote by the Bidder

The bidder is expected to quote his / her own margin of profit in respect of the subject work taking into account all possible revisions of rates of Minimum Wages during the tenure of the contract, as per the Orders of Ministry of Labour & Employment, Govt. Of India, published

from time to time, for ‘Highly-Skilled’ and ‘Skilled’ operators and to meet up all statutory obligations like Minimum Wages, EPF, ESI, Bonus (if applicable, payable as per Payment of Bonus [Amendment] Act, 2015) for the contractual period and any other expenses / tools, for engaging such operators. KoPT would pay to the contractor, the fixed percentage of profit (during the tenure of the contract) quoted by the contractor, calculated on variable Minimum Wages only, as stated above. Principal employer’s contribution towards Bonus payment to the operators (if applicable) will be reimbursed (at actual) by KoPT.

GST would be considered extra as per the extant rate. Any modification (GST) in taxes or duties, during the tenure of the contract, by the GoI, shall be applicable. The detailed tax break-up considered in the quoted price should also be submitted by the bidders. Any offer without detailed tax break-up, will not be accepted. Any recovery due on account of subsequent modification in taxes & duties shall be assessed by KoPT, without any reference to the contractor and shall be made by KoPT from the amount payable under the contract

If the Minimum Wages changes from present rate Rs. 100/- (say) per operation to a future rate Rs. 120/- (say) per operation & if the contractor’s quoted profit percentage is 15%, (say) then KoPT would pay presently Rs. $100 \times 1.15 = \text{Rs. } 115/-$ multiplied by the total no. of operations apart from consideration of Statutory Tax (viz. GST). KoPT would pay in future Rs. $120 \times 1.15 = \text{Rs. } 138$ multiplied by the total no. of operations apart from consideration of Statutory Tax (viz. GST). Any quote in the column “Percentage of profit over Minimum Wages only” under BOQ, not complying with the above, will not be accepted.

Tax Clause

For Tax inclusive contracts

- Prices or fees quoted in the offer by the bidder shall be inclusive of GST and/or other statutory levies, taxes, cess imposed by Competent Authorities unless otherwise provided.

For Tax exclusive contracts

- The prices quoted above shall be exclusive of any statutory levies and/or other charges levied by any Central / State / Local authorities which shall be paid extra at applicable rates at the time of supply of goods / services.

Change in law clause

- Any new statutory levies, taxes, duties, cess etc. imposed by the Central /State/Local authorities by way of fresh notification subsequent to the issue of Work Order/ Purchase Order, but within the stipulated delivery period, shall be paid extra.
- Any additional cost or benefit impacting the contract price resulting from introduction of any new law, towards leviable taxes, including eligible credits, in respect of goods and services to be supplied under the Contract, then the Parties agree to an adjustment to the contract price to reflect the financial impact of such “Change in Law”.

General Terms & Conditions

- Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- The Supplier / Service Provider agrees to comply with all applicable GST laws including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier / Service Provider should ensure accurate transaction details, as required by GST laws are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier / Service Provider and details available with Kolkata Port Trust, then payment to Supplier / Service Provider to the extent of GST relating to the invoice/s under mismatch may be retained from due payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT’s Account and is finally available to Kolkata Port Trust in terms of GST Laws and that the credit of GST so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.
- Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier / service provider. Any loss of input tax credit to Kolkata Port Trust for the fault of supplier shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.
- Supplementary invoices/ Debit Note / Credit Note for price revisions to enable Kolkata Port Trust to claim tax benefit on the same shall be issued by you for as particular year before September of the succeeding Financial Year.
- The purchase order / work order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

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

Measurement of work

The following indicative format of the Job Cards would be used for recording measurement of successful completion of each 'operation' on a daily basis by the respective supervising departmental official.

Operation Date	Day	Time		Signature of operator	Signature of Departmental Official
		In	Out		

(28, 29, 30 or 31 rows like this)

The Job cards will be returned to the contractor, after successful completion of each calendar month of measurements.

Mode of Billing and Payment

The contractor shall submit his Running Account bill, in triplicate, within first 5(five) working days of each month, attaching the copy of Work Order, Original Job cards, Orders of Ministry of Labour & Employment, Govt. Of India, regarding Minimum Wages in vogue, Payment making statement by the bidder, Payment Receipts from the operators and superscribing on the bill each time the following information in order to enable ECS-payment of bills. Request for no other form of payment will be entertained.

- i) PAN Card Number
- ii) ECS Particulars
 - a) Name of Centre b) Name of Bank with code
 - c) Name of Branch with code d) Name of Bidder
 - e) Bank A/c No. of the bidder f) Type of A/c (Savings/Current/Cash Credit)

Agreement

The successful bidder shall submit FORM OF AGREEMENT [as in General Conditions of Contract (GCC) of KoPT] in a non-judicial stamp paper of appropriate value, within 15(fifteen) days from receiving of the Work Order.

BILL OF QUANTITIES (BOQ)

(Please fill in the appropriate columns)

Description of the Item of work	Unit	Percentage of Profit * Over Minimum Wages only (%)
(A)	(B)	(C)
Described under Scope of Work in Annexure C	Operation	<p>(Percentage to be filled in by the bidder in digits as well as in words)</p>

* Statutory Taxes (viz. GST) would be considered extra as per the extant rate

I/We undertake to complete the work as per our above quotation and General Conditions of Contract (GCC) of KoPT for 2500 Highly-Skilled & Skilled operations, spanning a time period of two years. We understand that the Chief Hydraulic Engineer may at his discretion, change the number of operations.

Signature of the Contractor
Company Seal

Signature of the Contractor
Company Seal