

BID DOCUMENT  
FOR  
CONSTRUCTION AND DELIVERY  
OF  
NAVIGATIONAL BUOYS.

TENDER NO: KoPT/MRN/SDDS/2017-18, MARCH 2018

Estimated Value: Rs 168 Lakh.

ISSUED BY:  
THE DIRECTOR, MARINE DEPARTMENT,  
KOLKATA DOCK SYSTEM,  
KOLKATA PORT TRUST.

March 2018

### E-TENDER NOTICE

Tender Ref. No.	KoPT/MRN/SDDS/Buoy Construction/2017-18	Date	March, 2018
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#### **Work Title**

Construction and delivery of 20 nos. navigational buoys.
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#### **1.0 NOTICE INVITING E-TENDER**

E-Tender under single stage two part system (Par-I: Techno-Commercial Bid and Part-II: Price Bid) are invited from reliable, bonafide & experienced agency for construction of 20 Nos. Navigational buoys.

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 hosted on the above mentioned websites only.

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

A. Name of work	Construction and delivery of navigational buoys.
B. E-Tender No.	KoPT/Kolkata Dock System/DMD/27/17-18/ET/663
C. Estimated cost	Rs. 168 Lakh.
D. Period of Contract	11 months.
E. 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/">www.mstcecommerce.com/eprochome/</a> of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Kolkata Port Trust.
F. Reference tender No.	KoPT/MRN/SDDS/Buoy Construction/2017-18, March 2018.
G. Date of NIT available to parties to download.	From 20.03.2018
H. Off line Pre-Bid Meeting date and time	At <b>1430 hours on 29.03.2018</b> at KoPT Head Office, 15, Strand Road, Kolkata - 700001.
I. i) Earnest Money Deposit.	The bidders shall be required to deposit Rs. 3,36,000/- as 'Earnest Money Deposit' (EMD) payable to Kolkata Port Trust as per tender stipulation.
ii) Bid Document fee.	The intending bidders also should submit the tender cost of INR 2950/- (including GST) to Kolkata Port Trust separately as per tender stipulation. The

	original Bank Draft/Bankers Cheque/Pay Order must be submitted prior to opening of the techno-commercial part.
iii) Transaction Fee	<b>Rs.9920/-</b> (including GST) Payment of Transaction fee by NEFT/RTGS in favour of MSTC Ltd.
J. a) Last date of submission of EMD & Bid Document Fee to KoPT.	Up to 14:00 hours on <b>12.04.2018</b> .
b) Last date of submission Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata	Three working days before the last date of closing of online bidding for the e-tender.
K. Date of starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eprochome/">www.mstcecommerce.com/eprochome/</a>	From 10:00 hours on <b>30.03.2018</b> .
L. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	Up to 14:00 hours on <b>13.4.2018</b> . The last date of submission of tender will not be extended under any circumstance.
M. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) date of opening of Part-II i.e. price bid shall be informed separately.	On <b>13.4.2018</b> after 1500 hours.

#### **A. Important instructions of E-tendering**

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

1.	<p>Process of E-tender :</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p>
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	<p>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <a href="http://www.mstcecommerce.com/eprochome/KoPT">www.mstcecommerce.com/eprochome/KoPT</a></p> <p>1). Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-Procurement → PSU/Govtdepts → Select KoPT Logo → Register as Vendor -- Filling up details and creating own user id and password → Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact KoPT/MSTC, (before the scheduled time of the e- tender).</p> <p><i>Contact person (KoPT):</i>  1. Capt. G. Roy. Superintendent, Dredger &amp; Despatch Service.  e-mail: <a href="mailto:sdds@kopt.in">sdds@kopt.in</a></p> <p><i>Contact person (MSTC Ltd):</i>  1. Shri S Mukherjee, DM(e-Commerce) - <a href="mailto:smukherjee@mstcindia.co.in">smukherjee@mstcindia.co.in</a>  2. Ms S Maity, AM (e-Commerce) - <a href="mailto:smaity@mstcindia.co.in">smaity@mstcindia.co.in</a></p> <p>Google hangout ID- (for text chat)- <a href="mailto:mstceproc@gmail.com">mstceproc@gmail.com</a></p> <p>B) System Requirement:  i) Windows 7 or above Operating System  ii) IE-7 and above Internet browser.  iii) Signing type digital signature  iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p> <p>To disable "Protected Mode" for DSC to appear in The signer box following settings 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:  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".</li> </ul> <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	The Techno-commercial Bid and the Price Bid shall have to be submitted online at <a href="http://www.mstcecommerce.com/eprochome/KoPT">www.mstcecommerce.com/eprochome/KoPT</a> Tenders will be opened electronically on specified date and time as given in the Tender.
3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4	<p><b>Special Note towards Transaction fee:</b></p> <p>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</p>

	<p>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><u>NOTE</u></b></p> <p>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	<p>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).</p>
6	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
7	<p>Bidding in e-tender :</p> <ol style="list-style-type: none"> <li>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.</li> <li>The process involves Electronic Bidding for submission of Technical and Commercial Bid.</li> <li>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 →My menu→ Auction Floor Manager→ live event →Selection of the live event</li> <li>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.</li> <li>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 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</li> <li>Vendors are instructed to use <i>Attach Doc button</i> to upload documents. Multiple documents can be uploaded.</li> <li>In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</li> <li>During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</li> <li>The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</li> </ol>

	<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.

## **(B) Pre-qualification criteria.**

### **1. Work experience:**

The intending bidders should have successfully completed repairs/ construction of vessels / navigational aids involving steel renewal during the last 7 (seven) years ending on 28.2.2018 and the experience should be either of the following:

(a). Three completed works each costing not less than 40% of the estimated value i.e. Rs.67.20 Lakh.

or

(b). Two completed works each costing not less than 50% of the estimated value i.e. Rs.84 Lakh.

or

(c). One completed work costing not less than 80% of the estimated value i.e. Rs.134.40 Lakh.

2. The Average Annual Financial Turnover of the bidding firm should be at least 30% of the estimated value of the work in the preceding three years ending 31.03.2017 i.e. Rs.50.40 Lakh.

3. The bidder must have own/hired yard / slipway in or around Kolkata, suitable for carrying out construction of navigational buoys.

## **(C) Tender Authority**

Director, Marine Department, Kolkata Port Trust, 15, Strand Road, Kolkata - 700001.  
Telephone: 033-2230 2453, 9836298700. FAX: 033-2231-0105.

## 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 / Bundh / 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](http://www.kolkataporttrust.gov.in). Central Public Procurement Portal [www.eprocure.gov.in](http://www.eprocure.gov.in). & [www.mstcecommerce.com/eprochome/kopt](http://www.mstcecommerce.com/eprochome/kopt). Parties downloading the tender paper should ensure submission of Original Demand Draft/Banker's Cheque/Pay Order payable to 'Kolkata Port Trust' for an amount of 2950/- including GST being the tender fee, failing which the tender will not be considered.
- 1.4 **EXEMPTION:** 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.
- 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 quotations online 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. Should it, however, become unavoidable, deviations should be suggested during off-line 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 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 may inspect the light float at their own cost and risk and use any and every other method to ensure the adequacy of their offer.
- 1.9 Bid Document shall remain the property of Kolkata Port Trust. One Bid Document to be retained by the bidder.

- 1.10 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.
- 1.11 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 1.13 below.
- 1.12 The Bidders shall specially undertake to keep his offer valid for acceptance upto 180 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.
- 1.13 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.
- 1.14 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.
- 1.15 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.
- 1.16 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'.

## **2.0 INSTRUCTIONS FOR FILLING UP THE BIDS**

- 2.1 The bids can only be submitted in the name of the bidder, who has downloaded the bid documents.
- 2.2 The Bid any annotations or accompanying documentation shall be in English language only and in metric system.
- 2.3 Bidders shall sign their proposal and all uploaded documents with the exact name of the firm. The bid shall be duly signed by an authorized executive officer of the bidder's organization.
- 2.4 Each page of the submitted (during signing of agreement) 'Bid document' shall be signed by a duly authorized officer and in case of a Corporation; same shall be sealed with the corporate seal or otherwise appropriately executed under seal.



- 2.5 Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his 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.
- 2.6 The tender shall be completed in all respect as per the checklist and shall be submitted together with requisite information and appendices. It shall be completed and free from ambiguity, change or inter lineation.
- 2.7 Bidders should indicate at the time of quoting against this bid their full postal and fax/E-mail address.
- 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 / physical delivery offers will not be considered. Bidders shall prepare their bid themselves. Bids prepared by agents will not be given cognizance.

### **3.0 MODE OF SUBMISSION OF BID**

- 3.1 Tenders shall be submitted online 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.
- 3.2 **Part-I (Techno-Commercial) will contain the following documents (check list of submission of bid):**
  - a) Brief particulars of the Firm.
  - b) Photo copy of current Trade License, GST registration documents, if applicable and Audited Balance Sheet for last 3 (three) years (2014-15, 2015-16 & 2016-17) along with Profit & Loss A/c of relevant years.

- c) Photo copy of documents relating to details of Similar Works previously carried out (performance certificate) by the firm with value & period of each work.
- d) Photo copy of documents as proof of having yard / slipway facility.
- e) Photo copy of the Bank Draft/Bankers Cheque/Pay Order payable to "Kolkata Port Trust" of Rs. 2950/- including GST as cost of tender document (Tender Fee).
- f) Photo copy of Bank Draft/Bankers' cheque/Pay order payable to "Kolkata Port Trust" as **Earnest Money Deposit**.
- g) Letter of authority, if any.
- h) Filled up "Form of Tender" as per enclosed proforma.
- i) Photo copy of ESI Registration certificate. In case the firm is not covered under ESI Act or exempted, they should furnish necessary documents along with an affidavit in original affirmed before a 1<sup>st</sup> Class Judicial Magistrate in a non-judicial stamp paper worth Rs.10/- to that effect as per enclosed KoPT approved format (Annexure-A). In addition that the Tenderer must indemnify KoPT against all damages and accidents occurring to their staff in a non-judicial stamp paper worth Rs.50/- as per enclosed format (Annexure-B).
- j) Certificate/declaration of compliance with Minimum Wages Act.
- k) Photo 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 Proforma (Annexure-C).
- l) Photo copy of PAN card and details of Bank particulars for payments through ECS.
- m) 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.
- n) A undertaking that **"The bidder has fully read and understood the entire Tender Document, GCC and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC and Addenda."** With this, there will be no necessity to upload signed bid document and GCC.

**Note:** KoPT reserves the right to verify the aforesaid documents and the bidder is bound to bring the original documents at the time of verification by KoPT authority.

3.4 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. 3,36,000/-** (Rupees Three Lakh and Thirty Six Thousand only) as 'Earnest Money Deposit' (EMD) payable to 'Kolkata Port Trust' by Banker's Cheque or Pay Order or Demand Draft, payable at Kolkata physically prior to the scheduled time and date of opening of techno-commercial bid.
- 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: 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.

#### 5.0 SECURITY DEPOSIT

- 5.1 Successful bidder will submit Security Deposit for a sum equivalent to **10% of the total evaluated value as per price bid** of the tender, as accepted by KoPT, in Demand Draft or in the form of Bank Guarantee as per the enclosed format at Annexure-III 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 guarantee period. 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 and formal agreement is to be executed as per format provided in GCC along with a contract document including GCC, tender documents, all addendum, amendments, clarification etc. duly signed and stamped every pages. Work order will be issued immediately after receipt of Security Deposit.

## 6.0 DUTIES & TAXES.

- (a) The prices quoted shall be including all statutory levies excluding GST, which will be paid extra.
- (b) Supplier/service provided to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- (c) The Supplier/Service Provider agrees to comply with all applicable GST laws, including GST acts rules, regulations, procedures, circulars & instructions thereunder 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 payments to 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.
- (d) 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.
- (e) 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 a particular year before September of the succeeding Financial Year.
- (f) The purchase order/work order shall be void, if at any point of time you are found to a black listed dealer as per GSTN rating system and further no payment shall be entertained.
- (g) All bidders to note for execution of work following steps are required to be taken so that KoPT can avail the Input Tax Credit, wherever applicable.
  - i. Spare parts which is to be procured from OEM/authorized dealers the contractor will ensure invoices are drawn in the name of the contractor however it should be marked account Kolkata Port Trust with ship name and address of the vessel as per applicable Acts & rules of GST. KoPT would provide GST registration number for availing Input tax credit.
  - ii. As far as possible all other materials to be procured from first/2nd stage dealer and maintained the above formalities to the extent possible so that KoPT can avail the Input tax Credit but it shall not be mandatory.
  - iii. The party should ensure that GST invoice raised on KoPT tallies with online data available for input tax credit & as per GST rules.

## 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 180 (one hundred eighty) days from the date of opening of Part-I (Technical & Commercial aspects) of the Bid.

## 8.0 Interpretation of Terms

In the Contract and specifications the following words and expressions shall have the meanings as follows:

'TRUSTEES'	The expression 'THE TRUSTEES' means the Board of Trustees for the Port of Kolkata.
'DIRECTOR MARINE DEPARTMENT'	The expression 'The Director, Marine Department' means the office holding that post under the Trustees and includes his successors in office.
'ENGINEER'	The expression 'The Engineer' means the Director, Marine Department, for the purpose of this contract only.
'ENGINEER'S REPRESENTATIVE'	The expression 'The Representative' means any officer or person from time to time deputed by the Trustees or Director Marine Department to act on their behalf for the purpose of this contract.
DAY	Day means duration of 24 hours commencing at 00.00 hours midnight till 2400 hours and includes Sundays and Holidays.
MONTH	Month means English Calender Month.

Dated.....

SIGNATURE OF AUTHORISED SIGNATORY  
NAME, DESIGNATION & COMPANY SEAL

## 9.0 SPECIAL CONDITIONS OF CONTRACT

- 9.1 The Director, Marine Department from time to time may authorise any person or persons in writing, a copy of which is to be forwarded to the contractor, to be meant by him to exercise such powers, authorities and discretions on his

behalf under this contract as he may think fit and proper and the contractor shall recognise, honour and give effect to such authorities in all respect.

9.2 The buoys are to be manufactured under the supervision of IRS.

9.3 EXHIBITED DRAWINGS.

The contractors are required to carry out the jobs as per the drawings supplied to them by KoPT.

9.4 REJECTION AND REPLACEMENTS.

All materials and workmanship used and employed in carrying out the contract shall be to the entire satisfaction of the Director, Marine Department or his representative. Any portion or portions of the material for any of the work done under this contract which may be considered by the Director, Marine Department or his representative to be defective or unsatisfactory or not in accordance with the said specification and plan and the requirements of the buoys and which they shall reject shall be forthwith replaced / substituted and /or reconstructed with fresh materials as the case may be in a manner satisfactory to the Director, Marine Department or his representative and stated by Director, Marine Department or his representative in writing and at the sole risk and expense of the Contractor.

9.5 INSPECTION AND TESTING DURING PROGRESS OF WORK.

The work is to be executed under supervision of IRS Surveyor. Moreover, the authorised representative of the Trustees shall have the authority to inspect the work at any stage of progress. Trustees' representative will be present, if deemed necessary, during any tests, trials or inspection. The Contractor should give prior notice for such inspection. The Contractor shall afford the representative, all facilities for examining, inspecting and testing the materials and workmanship used or intended to be used or employed during the progress of the construction of buoy and on the completion thereof and shall also supply free of charge such apparatus, materials, tools or labour as may be required from time to time for the purpose of such examinations, inspections and testings.

9.6 TIME OF COMPLETION.

The construction of all the navigational buoys shall be completed to the entire satisfaction of the KoPT representatives within 11 months from the date of issue of the work order. The contractor is required to supply first two buoys within two months from the date of work order and thereafter two buoys every month.

9.7 DELIVERY AND TRIAL.

On satisfactory completion of construction as applicable, at the Builder's yard/workshop, the buoys are to be delivered to Kolkata Dock System as

directed by the Engineer or his representative, with all fittings and ready in all respects for use. The contractor is required to give 3 day's notice prior to delivery of each buoy.

#### 9.8 GUARANTEE PERIOD.

In the event of any defect being discovered in any part of the buoy or the fittings thereto, caused by defective design, workmanship or materials or by non- execution of or incomplete and / or erroneous execution of any section of the work under this contract which is not attributable to reasonable wear and tear of the equipment during a period of 12 calendar months from the date of delivery of each buoy, the Contractors at their own cost shall rectify/ supply to the Superintendent, Dredger & Despatch Service, Kolkata Port Trust at Kolkata Dock System, in the soonest time practicable, new parts to replace any that may be proved to have been so defective. The cost of removing any such defective parts and renewal of whole equipment of part of the buoy where applicable and such parts or fittings/replacement parts shall be borne by the contractor. Any delay in carrying out the repairs/replacements according to the opinion of the Superintendent, Dredger & Despatch Service would be compensated by the Contractor by extending their guarantee period. In the event of failure of the builders to execute the guarantee repairs to the satisfaction of the Superintendent, Dredger & Despatch Service in reasonable time, the Superintendent, Dredger & Despatch Service shall be at liberty to have the said guarantee repairs completed and recover the cost from any sum due to the Contractor or from the Security Deposit or in any other manner deemed appropriate by the Trustees.

#### 9.9 DAMAGES FOR DELAY IN EXECUTION OF THE CONTRACT.

In the event of any buoy not being completed and delivered in accordance with time schedule as specified in the contract, the Engineer shall deduct liquidated damages as specified in the GCC.

#### 9.10 TERMS OF PAYMENT:

Payment will be made within 30 days of submission of correct bills once in a month against the numbers of the buoys actually supplied and accepted by KoPT.

#### 9.11 INTERPRETATION OF CONTRACT AND ARBITRATION.

This contract will be governed by Indian Law. In case of any dispute or differences arising in relation to the contract (before, during or after completion or abandonment of work or during the extended period thereafter), the same may be referred to the arbitration as per provision as laid down in Arbitration Conciliation Act, 1996.

#### 9.12 TRUSTEES OR REPRESENTATIVES NOT TO BE PERSONALLY LIABLE.

Nothing in this contract shall be deemed to or shall impose any personal liability on any of the Trustees or their Representatives.

#### 9.13 NOTICES.

Any notice or other document of any description under this contract may be given or sent to the Contractor by leaving the same or sending the same to them by post / fax at their works or last known place of business.

#### 9.14 MODE OF REFUND OF SECURITY DEPOSIT.

- (i) The Security Deposit shall be refunded to the Contractor, after deduction of any sum due to the Trustees, on completion of guarantee period of 12 months.
- (ii) Security Deposit may be liable to forfeiture at the discretion of the Trustees, if the contractor fails to carry out the work or to perform / observe any of the conditions of the contract. The Trustees shall also be at liberty to deduct any of their dues from the Security Deposit or from any sum due or become due to the contractor under any other contract.

#### 9.15 PRICE ESCALATION.

No escalation on the contract price will be allowed.

#### 9.16 EVALUATION CRITERIA.

Evaluation will be made on the minimum rate quoted excluding GST for each buoy subject to the fulfilment of necessary tender conditions.

#### 9.17 TERMINATION OF CONTRACT.

Without being liable for any compensation to the Contractor, the Trustees may in their absolute discretion, terminate the contract after giving him a minimum 7 (Seven) days' notice in writing, due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive.

- i) The Contractor has abandoned the contract.
- ii) In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Contractor's lapses.
- iii) The Contractor has failed to commence the work or has without any lawful excuse under this conditions, has kept the work suspended for at least 15 days despite receiving the Engineer's or his representative's written notice to proceed with the work.
- iv) The Contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract or repeatedly failing in tests and trials.
- v) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the Contractor to any Officer, Servant or representatives of



the Trustees' or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.

- vi) The Contractor is adjudged insolvent or enters into composition with his creditors or been a company goes into liquidation either compulsorily or voluntarily.

## **10.0 TECHNICAL SPECIFICATION.**

### **10.1 Scope of work:**

The work under this contract consists of construction and delivery of twenty navigational buoys as per the drawings / plans. The specification of the buoys would be as follows:-

- a) Materials - IS 2062 Grade Steel or equivalent steel having same physical properties and chemical composition as IS 2062 Grade-B.
- b) Construction - All welded.
- c) Buoys Plate Thickness - As per Drawing.
- d) Tower Construction - As per Drawing.
- e) Day marks - As per drawing of day marks (E'ly and W'ly).
- f) Deck fittings - Lifting eyes and manholes / hatch cover as per Drawing.

NOTE: Mooring eyes is to be strong enough to withstand mooring loads and is to be welded to the hull. Kent ledges are to be fitted properly as shown in the Diagram. Manhole cover is to be tested for minimum 2 Kg / Cm<sup>2</sup> pressure.

### **10.2 Material and Workmanship:**

The fabrication of the 'buoy' in its entirety along with all fittings etc. is to be carried out with best quality materials conforming to BIS/ISO and with highest degree of workmanship to the entire satisfaction of KoPT Representatives. The cost of all tests and analysis is to be borne by the contractor. The Trustees' representatives will have the full authority to adapt any means they think advisable to satisfy themselves as to the quality of the materials and methods of construction.

All steel material to be of I.S. 2062 Grade 'B' with proper test certificates. In the event there is no supporting test certificate, the contractor would be required to send random sample pieces to MMD / IRS authorised test houses for testing at the contractor's expenses.

### **10.3 Welding:**

All welding work is to be carried out as per recommendations of IRS surveyor.

### **10.4 Rectification of defects:**

The contractor shall be bound to rectify the defects in materials and workmanship detected at any stage of inspection and even after final inspection. Such rectification shall have to be done in a manner required by

KoPT Representatives at no extra cost to the Trustees. No extension of completion time will be granted on account of such rectification work.

#### 10.5 Scantlings:

Scantling to be as per drawings.

#### 10.6 Painting schedule:

All paints should conform to their latest respective Standard Specification and shall be obtained from reputed manufacturer e.g. Sigma, Jotun, International paint.

**External Surface:** All external plates to be blasted with copper slag cleaned thoroughly and all other steel surfaces to be chipped / scrapped / wire brushed wherever necessary to make the surface free from dust, grease etc. and should be dry at the time of painting. Blasting should be done to achieve SA 2.5. After the aforesaid surface preparation, buoys are to be painted externally, with airless spray under the supervision of paint manufacturer's authorised representative who is required to issue certificate accordingly, as mentioned hereunder:

<b>Underwater portion water line (all paints should be Epoxy based)</b>		
Primer	100 mic. each coat	1 coat
Anti corrosive	75 mic. each coat	1 coat
Tie coat	75 mic. each coat	1 coat
Anti fouling	75 mic. each coat	2 coats
<b>Above water line (all paints should be Epoxy based)</b>		
Primer	100 mic. each coat	1 coat
Finish paint	50 mic. each coat	2 coats.

The colour scheme for above water portion of the buoy will be red for the 'CAN' shaped buoy and green for the 'CONICAL' shaped buoy. The tentative number of each type of buoy would be ten. However, exact numbers would be intimated subsequently to the selected contractor.

**Internal Surface:** On completion of repairs, the buoys are required to be scraped, cleaned, and painted internally with one coat of red lead primer paint.

## 11.0 PRICE BID FORMAT

Construction, painting and delivery of twenty navigational buoys as per supplied drawing.

Sl. No.	ITEM OF PRICE	COST IN INDIAN RUPEES	Remarks
11.1	Fabrication, fitting of all accessories & painting of buoy.	Rs.	Price to be quoted inclusive of all taxes, duties & fees for IRS surveyor as necessary for execution of the work but excluding GST, which would be paid additionally.
11.2	Delivery charges per buoy.	Rs.	
11.3	Total for each buoy.	Rs.	

It is confirmed herewith that the prices quoted above are for the entire work covered in this tender including subsequent clarification and agreed variations etc. and the prices above have been quoted in accordance with all terms, conditions, stipulation, requirements and other contents of this tender as will be finally accepted by the Trustees and incorporated into the contract.

**Annexure-I**FORM OF TENDER

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 construction of navigational buoys as per Tender 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 180 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 \_\_\_\_\_ 2018 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 \_\_\_\_\_ and Shipbuilding Yard 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 / constructed, viz. Construction of navigational buoys and have accepted a Tender / Offer by the Contractor for the construction, completion of repairs and painting of such works.

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 \_\_\_\_\_

Rs.50/- STAMP
------------------

**GUARANTEE BOND.**

In consideration of the Board of Trustees' of the Port of Kolkata, a body corporate, duly constituted under the Major Port Trust's Act 38 of 1963 (hereinafter called the Trustees' which expression shall unless excluded by or repugnant to the context be deemed to include its successors in office) having agreed to exempt

M/s. \_\_\_\_\_

(hereinafter called the said "Contractor", which expression shall unless excluded by or repugnant to the context be deemed to include its successors, heirs, assigns, administrators and legal representative) from the demand under the Terms and Conditions of the Agreement dated, \_\_\_\_\_ for repairs/construction, painting, delivery and commissioning of light float 'Jonaki' (hereinafter called the said Agreement) of Security Deposit for the due fulfilment by the said contractor of all the Terms and Conditions contained in the said agreement on production of Bank Guarantee for

\_\_\_\_\_ ) only  
representing 10 % of the contract price \_\_\_\_\_  
\_\_\_\_\_ only.

We, the \_\_\_\_\_  
(hereinafter called the Bank) do hereby undertake to pay the Trustees' an amount not exceeding of Rs. \_\_\_\_\_ (\_\_\_\_\_) only against any loss or damage caused to or suffered or would be caused to or suffered by the Trustees' by reasons of any breach by the said contractor of any of the Terms & Conditions contained in the said Agreement.

1. We, \_\_\_\_\_ do hereby unconditionally, irrevocably undertake to pay to the Trustees' the amounts due and payable under this guarantee without any demur, merely on a demand from the said Trustees' stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the said Trustees' by reasons of any breach by the said contractor of any of the Terms & Conditions contained in the said Agreement or by reasons of the Contractors' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (\_\_\_\_\_) only.

2. We, \_\_\_\_\_, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable from the date of execution of this guarantee i.e. from \_\_\_\_\_ till the expiry of ( ) calendar months and covering the guarantee period i.e. up to \_\_\_\_\_ and till all the duties of the Trustees under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till the Trustees' certify that the Terms and Conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all liabilities under this guarantee thereafter.
3. We, \_\_\_\_\_, further agree with the Trustees that the Trustees shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the Terms and Conditions of the said Agreement or to extend the time of performance by the said contractors from time to time or to postpone, for any time or from time to time any of the powers exercisable by the Trustees against the said contractors and to forebear or enforce any of the Terms and Conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractors or for any forbearance, act or omission on the part of the Trustees or any indulgence by the Trustees to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
4. We undertake to pay to the Trustees within a week any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.
5. Notwithstanding anything contained herein, our liability under the guarantee is restricted \_\_\_\_\_ to \_\_\_\_\_ ( \_\_\_\_\_ ) only. Our guarantee shall remain in full force till its expiry on \_\_\_\_\_ from the date of issue, unless a demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_ and we shall be discharged from all liabilities under this guarantee.
6. We, \_\_\_\_\_, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Trustees in writing and agree that any change in the constitution of the Bank or the Contract shall not discharge our liability hereunder.

Dated, the \_\_\_\_\_ day of \_\_\_\_\_ 2018



WITNESS:

1. N A M E :

DESIGNATION :

BANK's NAME :

& ADDRESS.

1. N A M E :

DESIGNATION :

BANK'S NAME :

& ADDRESS.

ANNEXURE-'A'

On Non-judicial Stamp Paper of at least Rs.50/-  
BEFORE THE 1<sup>st</sup> CLASS JUDICIAL MAGISTRATE

AFFIDAVIT

I, ----- son of -----  
 ----- about ----- years, by faith ----- by occupation --  
 ----- residing at ----- do hereby  
 solemnly affirm and declare as follows:

1. That I am a proprietor / partner of ----- having office at -  
 -----and carrying on business on the said name and style. (In  
 case the above Deponent is an enlisted Contractor at Kolkata Port Trust, the  
 same should be mentioned in the affidavit).
2. THAT my aforesaid Firm is exempted from E.S.I. Act and the said Firm has no  
 Valid E.S.I. Registration.
3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per  
 the Clause No..... of the Tender  
 No.....issued by the Kolkata Port  
 Trust in respect of the work (the work is to be mentioned).

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

DEPONENT

Identified by me.

1.

**On Non-Judicial Stamp Paper of at least Rupees Fifty****INDEMNITY BOND**

BY THIS BOND I, Shri / Smt -----son of Shri / Smt. -----  
 -----residing at -----by -----occupation-----the  
 Partner/Proprietor/Director -----having office at  
 -----, am a tenderer  
 under Marine Department, Kolkata Port Trust (A Statutory Body under MPT Act. 1963).

2. WHEREAS, the said Kolkata Port Trust had asked the every tenderer, who is not covered under E.S.I. Act or exempted to furnish an Indemnity Bond in favour of Marine Department, Kolkata Port Trust against all damages and accidents to the Labourer / Tenderer / Contractor.
3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Tenderer / Contractor named herein above shall indemnify the Kolkata Port Trust against all damages and accidents occurring to the Labourers of the Tenderer / Contractor as demanded by the Kolkata Port Trust and which shall be legal and/or claimed by the Kolkata Port Trust during the execution of the work stated in the NIT No.....of  
 .....  
 .....
4. AND the Contractor hereunder agrees to indemnify and at all times keep indemnified the Kolkata Port Trust and its administrator and representative and also all such possible claim or demand for damages and accidents.

IN WITNESS WHEREOF I, -----the Partner / Proprietor /  
 Director -----hereto set and seal this the .....day of  
 ..... in the year -----at -----

Sureties: Signature of the Indemnifier

1. Name:

Address:

2. Name:

Address:

**On the Rs.10/- (Rupees Ten) Non Judicial Stamp Paper**BEFORE THE 1<sup>st</sup> 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 \_\_\_\_\_

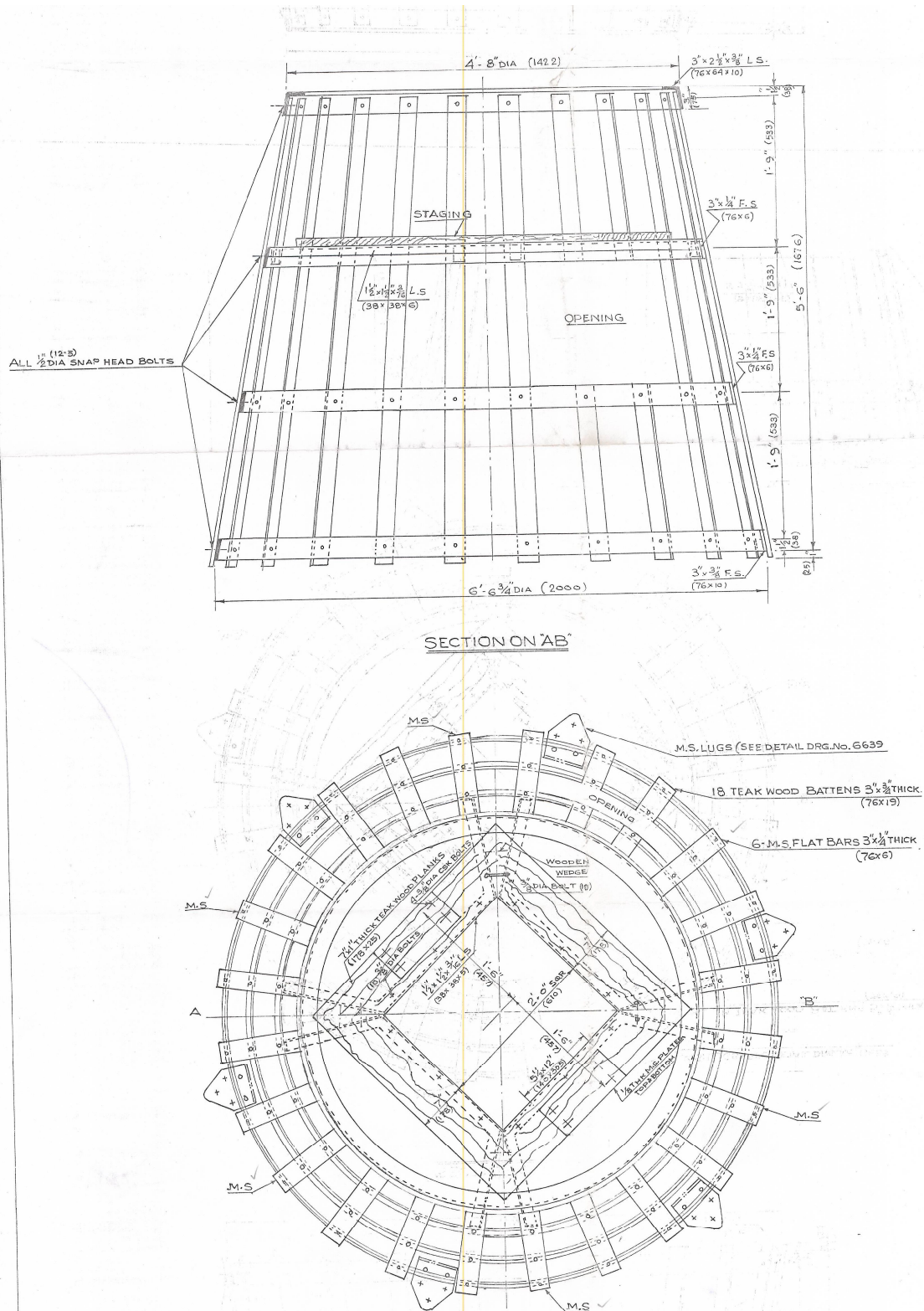
Designation \_\_\_\_\_

Date \_\_\_\_\_

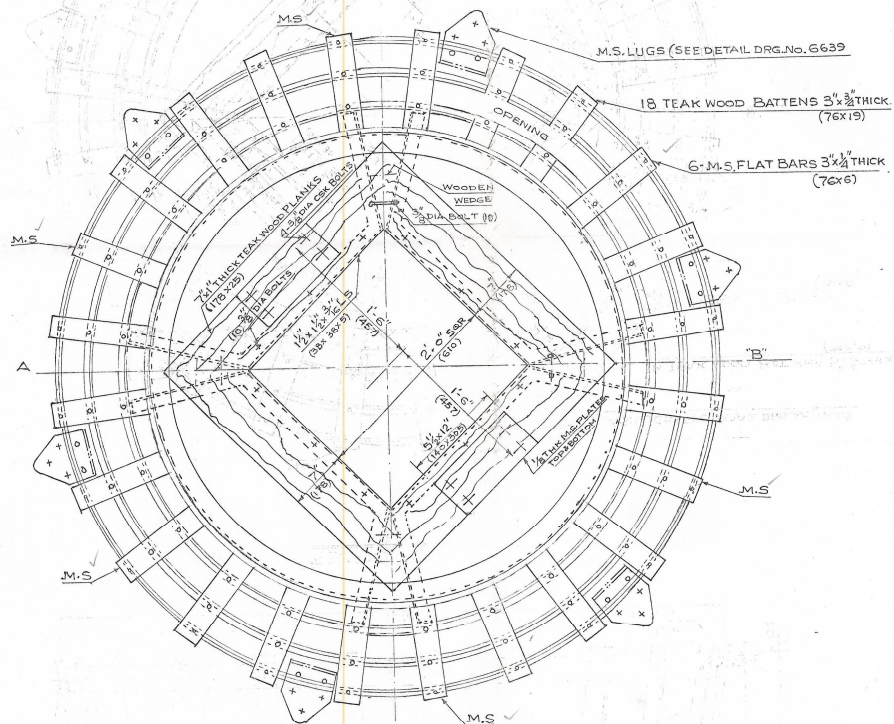
Seal:







SECTION ON 'AB'



NOTE :-  
DRAWING IS APPROVED  
BY IRS DT. 20.6.95.

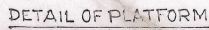
**CAN DAYMARK FOR GAS BUOYS**  
**WELDED TYPE WITH 4 OUTSIDE POCKETS**

SCALE: 1/2" = 1 FOOT (1:2)

DIMENSION IN MM SHOWN IN ( )

Ref: CME'S DRG NO. 6641/A DT. 24.1.39.  
RETRACTED ON 10.3.99. By [Signature]





SCALE - 1:12.

RETRACED ON 26.3.99 By P.K. Banerjee.