

TENDER DOCUMENT

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
Office of the MANAGER (MARINE OPERATIONS)
HALDIA DOCK COMPLEX
P.O. – HALDIA, DIST. - PURBE MEDINIPUR,
PIN. - 721604
E-mail id: ssankrit.hdc@nic.in

E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reputed, bonafide and resourceful Indian Contractor who meet the pre-qualification criteria as mentioned in the NOTICE INVITING TENDER for "**Repair of Eleven Pneumatic Rubber Fenders at Haldia Dock Complex, Kolkata Port Trust** " as per the tender document.

Bid Document may be seen from MSTC, CPP Portal, KoPT, HDC websites. Corrigenda or clarifications, if any, shall be hosted on the above mentioned websites only.

However, bidders will have to participate in bidding process through website www.mstcecommerce.com only.

SCHEDULE OF TENDER (SOT)

a TENDER NO.	MMO/215/MAIN/FENDER/429
b. MODE OF TENDER	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 physical tender is acceptable by Haldia Dock Complex.
c. E-Tender/Event No.	KoPT/Haldia Dock Complex/MO Div/3/18-19/ET/35
d. Date of NIT available to parties to download	13/04/2018
e. i) Estimated Cost of Work	Rs. 9,95,465.00 [Rupees Nine Lakhs Ninety Five Thousand Four Hundred Sixty Five Thousand Only].
ii) Earnest Money Deposit	The intending bidders should submit Earnest Money of Rs. 19,910.00 (Rupees Nineteen Thousand Nine Hundred Ten Only) to KoPT as per NIT.
iii) Tender fee	The intending bidders should submit the tender cost of Rs. 500.00 (Rupees Five Hundred only) (non-refundable) separately to Haldia Dock Complex along with extra 18% GST as per NIT, otherwise their offer will be summarily rejected.
iv) Transaction Fee	Rs.588.00 (Including GST @18 % on Service Charge) Payment of Transaction fee by NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Annexure -A)
g. Last date of submission of EMD & Bid Document fee at HDC	
Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.	<u>Three working days before the last date of closing of online bidding for the e-tender.</u>
h. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/kopt	14:00 hrs on 13.04.2018

i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	Till 14:00 hrs on 07.05.2018
j. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) & Part-II (Price Bid)	After 14:00 hrs on 07.05.2018

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

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

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

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

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

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

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

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

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

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

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

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

Important instructions for E-Tender

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

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

1.	<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 Techno-Commercial Bid as well as Price Bid over the internet will be done. 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> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/</p> <p>1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → Psu/Govt depts → 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.</p> <p>In case of any clarification, please contact HDC/MSTC, (at least one working day before the scheduled time of the e- tender).</p> <p>Contact person (Haldia Dock Complex):</p> <table border="0"> <tr> <td>1. Dealing Officer's name :-</td><td>Shashwat Sankrit</td></tr> <tr> <td>Designation:-</td><td>Assitant Manager</td></tr> <tr> <td>Mobile No:-</td><td>07478007297</td></tr> <tr> <td>Phone no.</td><td>03224 252340</td></tr> <tr> <td>e-mail :-</td><td>ssankrit.hdc@nic.in</td></tr> </table> <p>Contact person (MSTC Ltd):</p> <table border="0"> <tr> <td>1. Mr. S.Mukherjee</td><td>2. Ms S. Maity</td></tr> <tr> <td>Deputy. Manager (e-Commerce)</td><td>Asstt. Manager (e-commerce)</td></tr> <tr> <td>Mobile No: 07278030407</td><td>Mobile- 9831155225</td></tr> <tr> <td>Landline:03322901004</td><td>Landline:03322901004</td></tr> <tr> <td>Email- smukherjee@mstcindia.co.in</td><td>Email: smaity@mstcindia.co.in</td></tr> </table> <p>B) System Requirement:</p> <p>i) Windows 7 or above Operating System</p> <p>ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature</p> <p>iv) Latest update JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p> <p>To disable "Protected Mode " for DSC to appear to appear in the The signer box following setting may be applied.</p> <ul style="list-style-type: none"> Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode". Other Settings: <p>Tools => Internet Options => General => Click On Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)</p>	1. Dealing Officer's name :-	Shashwat Sankrit	Designation:-	Assitant Manager	Mobile No:-	07478007297	Phone no.	03224 252340	e-mail :-	ssankrit.hdc@nic.in	1. Mr. S.Mukherjee	2. Ms S. Maity	Deputy. Manager (e-Commerce)	Asstt. Manager (e-commerce)	Mobile No: 07278030407	Mobile- 9831155225	Landline:03322901004	Landline:03322901004	Email- smukherjee@mstcindia.co.in	Email: smaity@mstcindia.co.in
1. Dealing Officer's name :-	Shashwat Sankrit																				
Designation:-	Assitant Manager																				
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Email- smukherjee@mstcindia.co.in	Email: smaity@mstcindia.co.in																				
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>																				

	(B) Part II Price bid will be opened electronically along with Part I Techno-Commercial bid.
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	<p><u>Special Note towards Transaction fee:</u> The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p><u>Transaction fee is non-refundable.</u> A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE : 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>In case of failure to access the payment towards cost of tender document & EMD for any reason, the vender, in term, will not have the access to on line e-tender and no correspondence in this respect will be entertained and HDC will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of tender fee and EMD through RTGS/NEFT well in advance and verify completion of transaction in respect of tender fee and EMD.</p> <p>Once documents are uploaded in the library, vendors can attach documents through <i>Attach Document</i> link against the particular tender. For further assistance please follow instructions of vendor guide.</p>
6.	All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by HDC. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature 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 tenderer (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"> 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. The process involves Electronic Bidding for submission of Technical and Commercial Bid. The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →PSU/Govt depts→ Login under KoPT's logo →My menu→ Auction Floor Manager→ live event →Selection of the live event 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. After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid Vendors are instructed to use <i>Attach Doc button</i> to upload documents. Multiple documents can be uploaded. In all cases, vendor should use their own ID and Password along with Digital Signature at the time

	<p>of submission of their bid.</p> <p>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.</p>
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.	HDC 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.	<p>Micro & Small Enterprises(MSEs) shall submit the following documents for availing themselves of waiver of EMD and cost of tender documents:-</p> <p>a) Valid NSIC registration certificate with list of stores/ items/ services/ works for which registration is issued</p> <p>b) Certificate of DIC or Aadhar based MSME certificate where the categories of the firm i.e. micro or small is mentioned.</p>
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.	Due date of submission of tender will not be extended under any situation.

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
Office of the MANAGER (MARINE OPERATIONS)
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E-mail id: ssankrit.hdc@nic.in

Commercial Terms & Conditions

SL. NO.	TERMS	RESPONSE
1	Mere participation in e-tender will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.	AGREE
2	Part II Price bid will be opened electronically along with Part I Techno-Commercial bid.	AGREE
3	Micro & Small Enterprises(MSEs) shall submit the following documents for availing themselves of waiver of EMD and cost of tender documents:- a) Valid NSIC registration certificate with list of stores/ items/ services/ works for which registration is issued b) Certificate of DIC or Aadhar based MSME certificate where the categories of the firm i.e. micro or small is mentioned	AGREE
4	If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.	AGREE
5	Due date of submission of tender will not be extended under any situation.	AGREE
6	EARNEST MONEY : As Per NIT	AGREE
7	E-Tenderers submitted without requisite Earnest Money are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) for items for which the tender is invited.	AGREE
8	<u>SCOPE OF WORK</u> : As per E-Tender Document	AGREE
9	The Terms and Conditions of E-Tender shall be read in conjunction with the General Conditions of Contract, Specifications, Price Bid and other documents forming part of this Contract wherever the Contract so requires.	AGREE
10	The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract of Ko.P.T, HDC. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Manager (MO) , Haldia Dock Complex, thereon shall be final and binding upon all parties.	AGREE
11	The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Trustees' General Conditions of contract are the integral part of the tender / contract. The above mentioned General Conditions of Contract may be inspected at the office of the undersigned on any working day before quoting for the Tender.	AGREE
12	The Trustees also reserve the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders before opening of the price bids.	AGREE
13	The Trustees are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.	AGREE

14	The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Kolkata.	AGREE
15	Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.	AGREE
16	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, existing road facilities for carrying materials etc. before submission of the e-tender. He may contact the Manager (MO) or his authorized representative at his office in this regard. Non compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.	AGREE
17	The bidder should sign the DECLARATION OF THE BIDDER and upload the same to denote their mode of acceptance and to submit the same along with his offer.	AGREE
18	<p>VALIDITY :</p> <p>The tender shall remain open for acceptance for a period of 4 months from the date of opening of techno-commercial bid.</p> <p>If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.</p>	AGREE
19	<p>NON- RESPONSIVE BIDDER :-</p> <p>The offer/tender shall be treated as non-responsive, if :</p> <ol style="list-style-type: none"> 1) 4 months validity from the date of opening of techno-commercial bid is not accepted / agreed to as per tender condition. 2) Offer / tender is submitted with any deviation from the tender terms & conditions. 	AGREE
20	EARNEST MONEY AND SECURITY DEPOSIT : As per tender Document	AGREE
21	If the contract value aggregates to Rupees one lakh and above, the contractor/supplier may submit a Bank Guarantee in the Trustees' specified Pro-forma from any Haldia or Kolkata Branch of any Scheduled/ Nationalized Bank of India in lieu of Security Deposit. In case Bank Guarantee is issued from any branch outside Haldia or Kolkata, a counter guarantee is required to be submitted from a Branch at Haldia / Kolkata of the same Bank.	AGREE
22	In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order be cancelled at the option of the Trustees'.	AGREE
23	PRICES: As per Price Bid given in the tender document.	AGREE
24	The bidder shall quote his price as per the Price bid (Part-II)	AGREE
25	The Bidder shall state clearly his quoted rates both in figure & word.	AGREE
26	Orders may be placed in full to the lowest bidder.	AGREE
27	Price(s) to be quoted should remain firm over the contract period.	AGREE
28	All taxes & duties are deemed to be included in the quoted rate except GST as applicable.	AGREE
29	EVALUATION CRITERIA: As per relevant clause of Tender document.	AGREE
30	Order to be placed in full.	AGREE
31	PAYMENT: As per Tender document.	AGREE
32	Location: As per Tender document.	AGREE
33	Time of Completion: As per Tender document.	AGREE
34	Work is to be carried out as per terms & condition of the contract document.	AGREE
35	Compensation (Liquidated Damages) against failure to complete the work within the stipulated time as per tender condition.	AGREE
36	Price adjustment clause: As per Tender document.	AGREE
37	Technical capacity: As stipulated in Tender document.	AGREE
38	Financial capacity: As stipulated in Tender document.	AGREE
39	DOCK PERMITS: The contractor will have to bear the cost of the dock entry permit.	AGREE
40	<p>JURISDICTION OF COURT :</p> <p>The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Kolkata/Haldia.</p>	AGREE
41	<p>PERSONAL PROTECTIVE EQUIPMENT (PPE):</p> <p>Contractor and their workmen including driver & helper must use PPE i.e. safety helmet etc. at the time of work inside the dock premises.</p>	AGREE

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

E-TENDER FOR "REPAIR OF ELEVEN PNEUMATIC RUBBER FENDERS AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST."

Kolkata Port Trust, Haldia Dock Complex intends to invite E-Tenders for carrying out Repair of Eleven Pneumatic Rubber Fenders at Haldia Dock Complex.

E-Tender/Event Number: KoPT/Haldia Dock Complex/MO Div/3/18-19/ET/35

Earnest Money	Non refundable Tender Fee	Last Date and time submission of Tender	Opening of Techno commercial bid and Price bid of Tender
i) Rs. 19,910.00 (Rupees Nineteen Thousand Nine Hundred Ten Only)	Rs 500/- (In Rupees Five Hundred Only) along with 18% GST	14:00 hrs on 07.05.2018	After 14:00 hrs on 07.05.2018

ESTIMATED VALUE OF THE TENDER IS INDIAN RUPEES 9,95,465/-

E-Tenders are invited on two Cover basis (i.e. Cover-I Techno-Commercial Part & Cover-II Price Part) for the above work from reputed, bonafide and resourceful Contractors who meet the following pre-qualification criteria:-

1. The firm must have experience in operating successfully such type of service and repair work. Performance certificate/Completion certificate and work order / agreement obtained from the previous clients to be produced to establish the credibility.

2. The firm must have experience of having successfully completed similar works during the last 7 years ending last day of the month previous to the one in which tenders are invited which should be in the following manner:

a) 1 (one) similar completed work costing not less than Indian Rupees 7,96,372/-.

Or

b) 2 (two) similar completed works costing not less than Indian Rupees 4,97,733/-.

Or

c) 3 (three) similar completed works costing not less than Indian Rupees 3,98,186/-.

d) Similar work shall include experience of carrying out Service and repair of Pneumatic Rubber Fender.

3. The average annual financial turnover of the firm during the last 3 years ending 31st March, 2018 or last completed financial year as applicable to the company should be at least Indian Rupees 2,98,640/-.

4. Claims for fulfilling the above criteria must be adequately supported by appropriate documents like work order and completion certificate/ performance certificate from Clients.

Claim for fulfilling the criteria relating to financial turnover is to be supported by Audited Accounts of last three financial years. In case the audit of the last financial year is yet to be complete, a certificate from the Statutory Auditor of the Company mentioning the turnover achieved during the year is to be submitted.

5. Documents to be submitted along with Techno-Commercial bid:-

5.1 Required Documents:-

- a) Annexure – I (Form of Tender)
- b) Annexure – II (Declaration by the Bidder)
- d) Annexure – IV (In case of Joint Ventures)
- e) Annexure – VIII (Concurrent Commitments of the Bidder)
- e) Signed and stamped copy of General Conditions of Contract.
- f) Signed and stamped copy of the Tender Document.
- g) Addendum/Corrigendum / Notice / Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.
- h) 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.
- i) A details description of all the materials, plants, lifting equipments, machinery and tools, personnel etc. to be submitted with documental evidence and to be enclosed in Part-I (Technical and Commercial aspects) of the offer.

5.2 Essential required documents:-

- a) Copies of Work Order(s) and Work Execution Certificate of having successfully completed works/ contracts in support of their claim of work experience.
Note: The work execution certificate must contain the following information such as i) Work Order number ii) Period of Contract iii) Actual Payment made for the contract/ works concerned.
- b) Copies of Audited Annual accounts i.e. Audited Balance Sheet and Profit & Loss Account for last three financial year ending 31.03.2017.
- c) Copy of up to date Professional Tax Payment Challan. If the latest Professional Tax Payment Challan is not available for submission, then Challan for the previous year will have to be submitted with a declaration from the bidder that up to date Professional Tax Payment Challan will be submitted within a period of 2 months from the date of opening of the bid.
- d) Copy of valid Certificate for E.P.F. & E.S.I. indicating respective Code No(s).
- e) Copies of valid Trade Licence. If valid Trade Licence is not available for submission, then Trade Licence for the previous year will have to be submitted with a declaration from the bidder that valid Trade Licence will be submitted within a period of 2 months from the date of opening of the bid.
- f) Partnership deed (duly attested) in case the bidder is a partnership firm.
- g) Certified copy of Memorandum of Association in case the bidder is a company
- h) The bidder should have registered for GST and should submit a copy of GST Registration Certificate

Note: Bid will be considered rejected if any of the essential documents to be submitted along with Techno-Commercial Bid (clause 5.2) is not submitted by bidder.

OTHER INSTRUCTIONS:-

E-Tenders are invited on two Cover basis (i.e. Cover-I Techno Commercial Part & Cover-II Price Part) from resourceful, experienced and bonafide bidders with sound technical and financial capabilities for the above mentioned work at Haldia Dock Complex.

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

The Tender information/NIT is also available in the websites of www.mstcecommerce.com/eprochome or <http://www.haldiadock.gov.in> or <http://www.kolkataporttrust.gov.in> while the Tender information/NIT along with Tender Document is available at Central Public Procurement Portal, Govt. of India (www.eprocure.gov.in)
E-Tender Document shall neither be issued by post nor sold.

Notification for issuance of any Addendum / Corrigendum to the tender document will be given only through MSTC / KoPT / HDC website and the bidders are requested to check for the same at the websites prior to submission of their offers.

E-Tenderers are not permitted to alter/change/delete/modify any clause of the tender document down loaded from the website. If any deviation / discrepancy is found after submission of tender, the submitted offer will be summarily rejected.

Bidders shall submit the Bid Document as stipulated in the "Instructions to Bidders" of the e-tender document. Trustees reserve the right to verify the submitted copies of documents / credentials with the original documents.

The successful tenderer will be required to comply with the relevant provisions of BOCW (RECS) Act, 1996, West Bengal BOCW (RECS) Act, 2004 and BOCW Welfare Cess Act, 1996 and the rules framed there under. An amount of cess as per prevalent rate (presently @ 1% of the billed amount) shall be progressively recovered from all the bills of the contractor for onward transmission of the same to the appropriate authority.

E-Tenderers will be received through MSTC up to 14:00 hrs. on the last date of submission and opening of tender specified above.

Cover-I and Cover-II of the e-Tender will be opened shortly after 14:00 hrs. on the stipulated date.

In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day.

It is stated here that the subject **TENDER WILL NOT BE EXTENDED FURTHER UNDER ANY SITUATION.** Kolkata Port Trust reserves the right to reject any or all offers or to accept the offer in whole or in part without assigning any reason whatsoever thereof.

TENDER AUTHORITY

**MANAGER (MARINE OPERATIONS)
HALDIA DOCK COMPLEX
P.O. - HALDIA
DIST. - PURBA MEDINIPUR
PIN. - 721604**

BID DOCUMENT

TENDER

FOR

"REPAIR OF ELEVEN PNEUMATIC RUBBER FENDERS AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST."

BY

HALDIA DOCK COMPLEX, KOLKATA PORT TRUST

Tender No. MMO/215/MAIN/FENDER/429

E-Tender/Event No.: - KoPT/Haldia Dock Complex/MO Div/3/18-19/ET/35

VOLUME-I

ISSUED BY

**MANAGER (MARINE OPERATIONS)
HALDIA DOCK COMPLEX
P.O. - HALDIA
DIST. - PURBA MEDINIPUR
PIN. - 721607**

APRIL-2018

INSTRUCTIONS TO BIDDER

1.0 GENERAL

The work as described in the tender shall be executed in Haldia and in accordance with the attached General Conditions of Contract, Special Conditions of Contract, Particular Specifications, Drawings (if any) & detailed Price Bid. Location Plan of the place of work might be inspected at the office of the Manager (MO) on any working day before quoting for the tender.

2.0 Earnest Money:

The intending bidders should submit Earnest Money of Rs. **19,910.00 (Rupees Nineteen Thousand Nine Hundred Ten Only)** to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected.

The bidders are advised to deposit Earnest Money using the **Axis Bank Payment Gateway only**. No other method of payment of EM shall be accepted.

The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site (www.mstcecommerce.com→ e-Procurement →Psu / Govt depts→Kolkata Port Trust) itself under the icon: " **HDC EMD/Tender Fee Payment**". Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway by from Axis bank easy pay site (<https://easypay.axisbank.co.in>→ Others→Haldia Dock Complex)

For making payment of EM through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e- tender number of the tender for which the payment is to be made).

The method of use of the gateway is indicted under "**Procedure of Payment of Earnest Money and Bid Document Fee Through Axis Bank Gateway**" section of the tender document.

Through Axis Bank Gateway with the tender.

Tenderers should deposit Earnest Money before filling and submission of bids.

Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :

- a) Name of remitting vendor/contractor :
- b) E- Tender No. :
- c) Amount remitted :
- d) Remittance Bank Details:
- e) **URN No.:**
- f) Date of payment:

2.1 Bid Document Fee:

The intending bidders should submit Bid Document Fee of **Rs. 500.00 (Rupees Five Hundred only) along with 18% GST** to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected.

The bidders are advised to deposit Bid Document Fee using the Axis Bank Payment Gateway only. No other method of payment of Bid Document Fee shall be accepted.

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

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

For making payment of EM through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e- tender number of the tender for which the payment is to be made).

The method of use of the gateway is indicted under “**Procedure of Payment of Earnest Money and Bid Document Fee Through Axis Bank Gateway**” section of the tender document.

Tenderers should deposit Bid Document Fee before filling and submission of bids.

Details of Bid Document Fee remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder:

- a) Name of remitting vendor/contractor :
- b) E- Tender No. :
- c) Amount remitted :
- d) Remittance Bank Details:
- e) **URN No.:**
- f) Date of payment:

Tender submitted without requisite Earnest Money and Tender fees, will be liable for rejection.

3.0 MODE OF SUBMISSION OF BID :

- 3.1 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.
- 3.2 Techno commercial part i.e. Cover-I shall contain the following which are to be uploaded: -

Required Documents:-

- a) Annexure – I (Form of Tender)
- b) Annexure – II (Declaration by the Bidder)
- d) Annexure – IV (In case of Joint Ventures)
- e) Annexure – VIII (Concurrent Commitments of the Bidder)
- e) Signed and stamped copy of General Conditions of Contract.
- f) Signed and stamped copy of the Tender Document.
- g) Addendum/Corrigendum / Notice / Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.
- h) 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.
- i) A details description of all the materials, plants, lifting equipments, machinery and tools, personnel etc. to be submitted with documental evidence and to be enclosed in Part-I (Technical and Commercial aspects) of the offer.

Essential required documents:-

- a) Copies of Work Order(s) and Work Execution Certificate of having successfully completed works/ contracts in support of their claim of work experience.
Note: The work execution certificate must contain the following information such as i) Work Order number ii) Period of Contract iii) Actual Payment made for the contract/ works concerned.

- b) Copies of Audited Annual accounts i.e. Audited Balance Sheet and Profit & Loss Account for last three financial year ending 31.03.2017.
- c) Copy of up to date Professional Tax Payment Challan.
- d) Copy of valid Certificate for E.P.F. & E.S.I. indicating respective Code No(s).
- e) Copies of valid Trade Licence.
- f) Partnership deed (duly attested) in case the bidder is a partnership firm.
- g) Certified copy of Memorandum of Association in case the bidder is a company
- h) The bidder should have registered for GST and should submit a copy of GST Registration Certificate

Note: Bid will be considered rejected if any of the essential documents to be submitted along with Techno-Commercial Bid is not submitted by bidder.

- 3.3 COVER-II will contain the Price bid Volume-II of the e-tender document with Price Bid to be uploaded duly signed, sealed & filled up by the bidder.
- 3.4 All the bidders should submit the e-tender in accordance with the Mode of submission of Bid as aforesaid.
- 3.5 Part-II (Price Bid) shall be submitted as per the enclosed format without any condition or deviation.

4.0 OPENING OF BIDS:

- 4.1 Only COVER-I containing Techno commercial part and COVER-II containing Price Part as stated above will be opened on the date and time as fixed in the e-tender document on line.

5.0 SECURITY DEPOSIT:

10% of the contract value will be deducted from the payable amount to the successful tenderer after the completion of repair work of eleven rubber pneumatic fenders at Haldia Dock Complex. EMD of the successful tenderer will be adjusted during payment. Security deposit will be refunded within 30 days after completion of guarantee period.

6.0 INSTRUCTION FOR FILLING THE BIDS:

- 6.1 The Bid and any annotations or accompanying documentation shall be in English language only and in metric system.
- 6.2 Bidders shall sign their proposal and all attached documents with the exact name of the firm. The bid shall be duly signed and sealed by an authorized person of the bidder's organization.
- 6.3 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, Haldia Dock Complex may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 6.4 The bid document shall be completed in all respect and shall be submitted online together with requisite information and appendices. It shall be completed and free from ambiguity, change or inter lineation.
- 6.5 Bidders should indicate at the time of quoting against this bid their full postal and Telegraphic/Telex/E-mail address.
- 6.6 Bidders shall set their quotations in firm figure and without any qualifications. Each figure stated should also be repeated in words and in the event of any discrepancy between the amounts stated in figure and words, the amount quoted in words shall be deemed to be the correct amount.
- 6.7 Price Bids, containing any sort of qualifying expressions will be rejected.
- 6.8 Changes to terms and conditions as enumerated in the bid document will not be valid if not notified by Kolkata Port Trust, Haldia Dock Complex in writing to the bidder. In the event of Kolkata Port Trust intends to or awards the work against the said bid to the said bidder and the bidder fails to submit Security Deposit in

stipulated time, the Earnest Money will be forfeited.

6.09 The rate quoted by the bidders shall be inclusive of all Taxes and Duties.

6.10 GST will be paid extra as per extant provision of Law time being in force, against bills raised by the Contractor as per GST Rules. If required by KoPT, HDC the Contractor will also be required to submit proof of deposition of the GST so collected to Govt.

6.11 Kolkata Port Trust, Haldia Dock Complex 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, Haldia Dock Complex 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, HDC, 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, HDC, their Tender may be cancelled by Kolkata Port Trust, Haldia Dock Complex.

6.12 Manager (Marine Operations) or his representative may convene meeting with the bidder with Seven days prior notice which the bidders will have to attend, failing which decisions of the Manager (Marine Operations) taken unilaterally will be final and binding on the bidder.

7.0 PRICING OF THE BID:

7.1 General.

The Bid shall be quoted in and as per format of Price Bid (Volume II).

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 4 months from the date of opening of Part-I (Technical & Commercial aspects of Bid).

7.4 Duties and Taxes.

Duties and Taxes, whether Indian or Foreign, if any, levied upon the equipment etc. or on the works, are to be borne by the contractor and accordingly the same should be to be incorporated in the item rates quoted. The contractor shall bear all taxes and duties both direct and indirect except GST for the works done under the contract.

Any modification in taxes or duties in future by the GOI after due date of submission of this tender will be addressed separately at the material time. Therefore the detailed tax break-up considered in the quoted price should also be submitted by the bidders along with their price bid in order to assess the impact of future tax levied subsequently, if any on the contract price. Any offer without the detailed tax break-up, if becomes the lowest price-bid and is accepted by KoPT with or without any negotiation of price, shall not be entitled for reimbursement of any additional amount due to subsequent modification of taxes or duties. But any recovery due on account of any subsequent modification in taxes or duties shall be assessed by HDC without any reference to the contractor and shall be made by HDC from the amount payable under the contract.

7.5 DELIVERY/ REDELIVERY of all materials, plants, cranes, equipments, machinery, tools, pipes, personnel etc. will be at Haldia.

7.6 While evaluating tender, regard would be paid to National Defence and Security consideration.

8.0 INTEGRITY PACT:-

(a) The Tenderer shall have to submit the duly filled-in, signed and stamped (on each page) Integrity Pact in plain paper enclosed as Annexure - V along with the techno- commercial bid of their offer, failing which their offer will not be considered any further.

9.0 WORK INITIATION TIME:

On placement of work order, all materials, equipments, machinery and tools, personnel etc. are to be made available at Haldia and commence operation within 15 days.

N.B: The information being provided in the Tender document does not relieve the Bidder from carrying out the works to suit the specified needs. The Bidder shall inspect the site at its own cost and risk.

10.0 VALIDITY OF OFFER:-

The e-tender shall remain valid for a period of 4 (four) months from the date of opening of the Techno-commercial bid. If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his e-tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees/ Sanctioning Authority/Engineer.

11.0 DETAILED SCRUTINY OF E-TENDERERS :

11.1 During the course of examination of Part-I of the bid, the bidders, if asked for, shall furnish any or additional document(s) for the purpose of evaluation of his / their bids.

11.2 During techno-Commercial Evaluation, i.e. evaluation of Part-I of tender, an offer shall be considered non-responsive 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) Documents not submitted as per cl. 3.2(e) of Instructions to bidder.

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

12.0 ACCEPTANCE OF TENDER:-

12.1 Kolkata Port Trust reserves the right to accept / reject any / all offer(s) without assigning any reason thereof and also reserve the right to accept the tender in part or as a whole.

12.2 Any attempt to exercise undue influence in the matter of acceptance of Tender is strictly prohibited and any Tenderer who resorts to this will render his tender liable to rejection.

All other terms and conditions shall be as per HDC, KoPT's 'General Conditions of Contract'.

SPECIAL CONDITIONS OF CONTRACT**&****TECHNICAL SPECIFICATIONS**

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1. GENERAL:

The provisions of the Special Conditions of Contract & Technical Specifications shall be deemed to override the provisions of the General Conditions of Contract, only to the extent of such repugnancy or variations in the Special Conditions of Contract & Technical Specifications, as are not possible of being reconciled with the provisions of General Conditions of Contract.

2. SCOPE OF WORK:

Kolkata Port Trust, Haldia Dock Complex intends to carry out Repair of Eleven Pneumatic Rubber Fenders at Haldia Dock Complex. The work shall include mobilisation of all materials, equipments, machinery, cranes, tools, personnel etc., which will be required to carry out repair of eleven pneumatic rubber fenders and demobilisation of all materials, cranes, equipments, machinery, tools, personnel etc. after completion of work.

The specification of the pneumatic rubber fenders are as follows:

a) Fender size:

i) nominal fender length : 6.5 m

ii) nominal fender diameter : 3.3 m

b) Fenders conform to ISO 17357:2002 or the latest amendment.

c) Fender type: Net type.

d) Initial internal pressure : 50 KPA(0.5Kg/sq. cm)

e) Fender colour: Black.

f) Connecting polypropylene ropes of 56 mm diameter and 50 m length.

All the materials, plants, equipments, machinery and tools, personnel etc. shall be primarily deployed at the tug jetty, inner Dock Basin, Haldia Dock Complex (HDC).

Contractor shall make provision of fuel, lubricating oil etc. for operating the lifting equipments, auxiliary machineries and equipments on board etc. at his own cost.

The repair work of the pneumatic rubber fenders shall include but shall not be limited to the following:

Fender 1:

Sl. No.	Specification of Parts	Quantity to be replaced	Quantity to be repaired
1.	Tyre(77 cm OD)	20 nos.	20 nos. (painting and cleaning)
2.	Tyre(58 cm OD)	20 nos.	Nil
3.	D-Shackle(5 cm pin dia)	2 nos.	Nil
4.	D-Shackle(2.6 cm pin dia)	8 nos.	Nil
5.	D-Shackle(2.2 cm pin dia)	20 nos.	Nil
6.	Chain(2 cm dia)	5 m	15 m
7.	Thimble(Eye)	2 nos.	Nil
8.	Safety Valve	1 no.	Nil
9.	Air Filling Valve	1 no.	Nil

Fender 2:

Sl. No.	Specification of Parts	Quantity to be replaced	Quantity to be repaired
1.	Tyre(77 cm OD)	22 nos.	25 nos. (painting and cleaning)
2.	Tyre(58 cm OD)	20 nos.	Nil
3.	D-Shackle(5 cm pin dia)	2 nos.	Nil
4.	D-Shackle(2.6 cm pin dia)	10 nos.	Nil
5.	D-Shackle(2.2 cm pin dia)	18 nos.	Nil
6.	Chain(2 cm dia)	3.5 m	15 m
7.	Thimble(Eye)	2 nos.	Nil
8.	Safety Valve	1 no.	Nil
9.	Air Filling Valve	1 no.	Nil

Fender 3:

Sl. No.	Specification of Parts	Quantity to be replaced	Quantity to be repaired
1.	Tyre(77 cm OD)	21 nos.	21 nos. (painting and cleaning)
2.	Tyre(58 cm OD)	20 nos.	Nil
3.	D-Shackle(5 cm pin dia)	2 nos.	Nil
4.	D-Shackle(2.6 cm pin dia)	12 nos.	Nil
5.	D-Shackle(2.2 cm pin dia)	22 nos.	Nil
6.	Chain(2 cm dia)	3 m	16 m
7.	Thimble(Eye)	2 nos.	Nil
8.	Safety Valve	1 no.	Nil
9.	Air Filling Valve	1 no.	Nil

Fender 4:

Sl. No.	Specification of Parts	Quantity to be replaced	Quantity to be repaired
1.	Tyre(77 cm OD)	23 nos.	20 nos. (painting and cleaning)
2.	Tyre(58 cm OD)	20 nos.	Nil
3.	D-Shackle(5 cm pin dia)	2 nos.	Nil
4.	D-Shackle(2.6 cm pin dia)	13 nos.	Nil
5.	D-Shackle(2.2 cm pin dia)	20 nos	Nil
6.	Chain(2 cm dia)	2.5 m	14 m
7.	Thimble(Eye)	2 nos.	Nil
8.	Safety Valve	1 no.	Nil
9.	Air Filling Valve	1 no.	Nil
10.	Puncture(Main Body)	50 sq inch	Nil

Fender 5:

Sl. No.	Specification of Parts	Quantity to be replaced	Quantity to be repaired
1.	Tyre(77 cm OD)	21 nos.	20 nos. (painting and cleaning)
2.	Tyre(58 cm OD)	20 nos.	Nil
3.	D-Shackle(5 cm pin dia)	1 nos.	Nil
4.	D-Shackle(2.6 cm pin dia)	12 nos.	Nil
5.	D-Shackle(2.2 cm pin dia)	22 nos.	Nil
6.	Chain(2 cm dia)	4 m	16 m
7.	Thimble(Eye)	2 nos.	Nil
8.	Safety Valve	1 no.	Nil
9.	Air Filling Valve	1 no.	Nil

Fender 6:

Sl. No.	Specification of Parts	Quantity to be replaced	Quantity to be repaired
1.	Tyre(77 cm OD)	24 nos.	22 nos. (painting and cleaning)
2.	Tyre(58 cm OD)	20 nos.	Nil
3.	D-Shackle(5 cm pin dia)	1 nos.	Nil
4.	D-Shackle(2.6 cm pin dia)	11 nos.	Nil
5.	D-Shackle(2.2 cm pin dia)	22 nos.	Nil
6.	Chain(2 cm dia)	3 m	14.5 m
7.	Thimble(Eye)	2 nos.	Nil
8.	Safety Valve	1 no.	Nil
9.	Air Filling Valve	1 no.	Nil

Fender 7:

Sl. No.	Specification of Parts	Quantity to be replaced	Quantity to be repaired
1.	Tyre(77 cm OD)	25 nos.	19 nos. (painting and cleaning)
2.	Tyre(58 cm OD)	20 nos.	Nil

3.	D-Shackle(5 cm pin dia)	1 no.	1 no.
4.	D-Shackle(2.6 cm pin dia)	11 nos.	Nil
5.	D-Shackle(2.2 cm pin dia)	25 nos.	Nil
6.	Chain(2 cm dia)	2 m	15.5 m
7.	Thimble(Eye)	2 nos.	Nil
8.	Safety Valve	1 no.	Nil
9.	Air Filling Valve	1 no.	Nil

Fender 8:

Sl. No.	Specification of Parts	Quantity to be replaced	Quantity to be repaired
1.	Tyre(77 cm OD)	26 nos.	25 nos. (painting and cleaning)
2.	Tyre(58 cm OD)	20 nos.	Nil
3.	D-Shackle(5 cm pin dia)	2 nos.	Nil
4.	D-Shackle(2.6 cm pin dia)	14 nos.	Nil
5.	D-Shackle(2.2 cm pin dia)	25 nos.	Nil
6.	Chain(2 cm dia)	3 m	16 m
7.	Thimble(Eye)	2 nos.	Nil
8.	Safety Valve	1 no.	Nil
9.	Air Filling Valve	1 no.	Nil

Fender 9:

Sl. No.	Specification of Parts	Quantity to be replaced	Quantity to be repaired
1.	Tyre(77 cm OD)	23 nos.	20 nos. (painting and cleaning)
2.	Tyre(58 cm OD)	20 nos.	Nil
3.	D-Shackle(5 cm pin dia)	1 no.	1 no.
4.	D-Shackle(2.6 cm pin dia)	15 nos.	Nil
5.	D-Shackle(2.2 cm pin dia)	24 nos.	Nil
6.	Chain(2 cm dia)	3 m	17 m
7.	Thimble(Eye)	2 nos.	Nil
8.	Safety Valve	1 no.	Nil
9.	Air Filling Valve	1 no.	Nil

Fender 10:

Sl. No.	Specification of Parts	Quantity to be replaced	Quantity to be repaired
1.	Tyre(77 cm OD)	23 nos.	21 nos. (painting and cleaning)
2.	Tyre(58 cm OD)	20 nos.	Nil
3.	D-Shackle(5 cm pin dia)	2 nos.	Nil
4.	D-Shackle(2.6 cm pin dia)	15 nos.	Nil
5.	D-Shackle(2.2 cm pin dia)	21 nos.	Nil
6.	Chain(2 cm dia)	3 m	14 m
7.	Thimble(Eye)	2 nos.	Nil
8.	Safety Valve	1 no.	Nil
9.	Air Filling Valve	1 no.	Nil

Fender 11:

Sl. No.	Specification of Parts	Quantity to be replaced	Quantity to be repaired
1.	Tyre(77 cm OD)	24 nos.	22 nos. (painting and cleaning)
2.	Tyre(58 cm OD)	20 nos.	Nil
3.	D-Shackle(5 cm pin dia)	2 nos.	Nil
4.	D-Shackle(2.6 cm pin dia)	13 nos	Nil
5.	D-Shackle(2.2 cm pin dia)	21 nos.	Nil
6.	Chain(2 cm dia)	3.5 m	16.5 m
7.	Thimble(Eye)	2 nos.	Nil
8.	Safety Valve	1 no.	Nil
9.	Air Filling Valve	1 no.	Nil

All repairs and fitments are to be guaranteed according to the clause 16 (Guarantee) of the tender document.

Note: The pneumatic rubber fenders are currently in use. To repair them, they will have to be lifted out of water at contractor's cost. After the completion of their repairs, putting them back to their working location (Engineer of the Contract will decide the location within the Impounded Dock) will be the responsibility of the contractor.

Due to the continuous berthing of vessels at the Haldia Dock Complex, all the pneumatic rubber fenders will not be available for repairs at one particular time. The order and the time at which the fenders can be repaired will be decided by the Engineer of the Contract.

The fenders can be taken out of the premises of HDC for repair, if required. A deposit of Rs 1,50,000 will have to be made to HDC for each fender to be taken out before taking the fender(s) out. The contractor shall be required to deposit the amount through E.C.S. to the Current Account as appended hereunder:

- a) Name of Bank & Branch: United Bank of India, Haldia Dock Complex Branch,
- b) Account No.: 1604050000310,
- c) IFS Code: UTBI0HDCF75.

3. RESPONSIBILITIES OF KoPT:

- 3.1 KoPT, HDC shall provide sufficient open space area, as mutually agreed upon, for storage and assembly of equipments with water and power connection to be made available on chargeable basis. Contractor shall be permitted to erect temporary shed in this area for use as storage shed. The electricity and water charges will be paid by Contractor as per the existing tariff.
- 3.2 KoPT, HDC shall provide dock entry permit to Contractor's personnel, vehicles etc., the cost of which will be borne by the contractor.
- 3.3 KoPT, HDC is the owner of discarded material. KoPT, HDC have every right to dispose off/ reclaim/ use it for other purposes.
- 4. **Time of Completion:** 75 (days) from the date of placement of **work Order** failing which Clause 15(Liquidated Damage Clause) shall be applicable.

5. PRECAUTIONS:

The Contractor shall take all possible precautions to secure the efficient protection of the Docks, the river Hooghly and other waterways against pollution of whatever nature during the execution of the works. He shall not allow at any time as refuse including plastic, rubbish, etc. in whatever nature to be thrown into the water by his workmen or any other agency employed by him.

All articles of value or antiquity and structures and other remains of geological or archaeological interest found shall be deemed to be the property of the Trustees. The Contractor shall take every precaution to prevent damage to any such article and shall immediately report to the Manager (Marine Operations), Haldia Dock Complex or his representative in writing of such discovery and carry out, at the Trustees' expenses, his order as to their retrieval.

The work shall be done under the provision of the Indian Port's Act, The Major Port Trust Act and Port Rules and By Laws of the Trust.

6. MOBILISATION AND DEMOBILISATION CHARGE:

No separate Mobilisation & Demobilisation Charges will be payable in this contract.

7. INFORMATION REQUIRED:

A details description of all the materials, plants, lifting equipments, machinery and tools, personnel etc. to be submitted with documental evidence and to be enclosed in Part-I (Technical and Commercial aspects) of the offer.

8. ACCRUAL OF CHARGES:

The contractual charges are inclusive of all the expenses connected to the repairing of the fenders including supply of manning and materials, lifting and other equipments etc. for the same. The charges shall accrue to the contractor at the rates quoted by him and accepted by KoPT, HDC.

9. EVALUATION AND COMPARISON OF BIDS:

- 9.1 Kolkata Port Trust, Haldia Dock Complex reserve the right to accept price part of the offer (Part-II) of only such bidders whose technical and commercial aspects of the proposals (Part-I) are acceptable and complete. Kolkata Port Trust, Haldia Dock Complex's decision in this regard shall be final and binding on the bidders.
- 9.2 Kolkata Port Trust, Haldia Dock Complex also reserve the right to obtain revised commercial bid if necessary from the technically acceptable bidders.
- 9.3 The Bids received and accepted will be evaluated by total price offered for repair of all the eleven pneumatic rubber fenders by the bidders indicated in the Price Bid.
- 9.4 During evaluation of the Tender, provided that the bidder submits his offer following tender stipulations & specifications, the lowest offer received will be considered for acceptance by the Trustees subject to further negotiations, if felt necessary.

10. BID OPENING:

10.1 Part-I: Technical and Commercial Aspects.

One representative of each bidder will be allowed to be present during the opening of the bid provided such representative possesses a written authorization from the bidder.

10.2 Part-II: Price part of the offer

Price Bids will be opened along with the Techno-Commercial bids.

11. PLACEMENT OF WORK ORDER/COMMENCEMENT OF WORK

On placement of work order to the successful bidder, the bidder shall commence work within 15 days.

12. The General Conditions of Contract of KoPT shall be applicable wherever relevant.

13. INSURANCE:

All persons deployed by the contractor for the tendered work shall be insured by the contractor at his cost and documentary evidence should be provided before commencement of work. KoPT shall not be responsible in any manner for any accident to the personnel engaged by the Contractor during the operation.

14. PAYMENT TERMS:

Payment will be made within 30 days of submission of relevant and correct bills accompanied by relevant documents. Payment will be made only through ECS for which the Contractor must furnish the relevant bank details immediately after signing the contract.

15. LIQUIDATED DAMAGE AND OTHER COMPENSATION:

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

16. Guarantee:

The new materials which are to be purchased, supplied and the repair which are to be done will have to be guaranteed for **6 months** from the date of repair and fitment. An inspection will be carried out by HDC officials after the contractor gives an intimation that the work is complete. The inspection will consist of but not restricted to physical review of the fender repair and the usage of fenders in fendering operations. The bills can be submitted only after the inspection has been completed satisfactorily. The inspection will not relieve the contractor from the liability of guaranteeing against defective materials, repairs and full satisfactory performance up to the stipulated Guarantee period.

17. POWER SUPPLY:

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

Charges for consumption of power shall be periodically paid by the contractor or shall be recovered from the Contractor's Bill at the prevalent rates of WBSEDCL from time to time plus 3% transmission loss and 19.25% as departmental overhead. In addition, installation and hire charges for meters shall also be recovered. The Trustees do not guarantee uninterrupted power supply from the above sources and Contractor shall not be compensated for any delay in providing / irregularity of power supply. The Contractor shall have to arrange for the supply of power at his own cost during such periods.

18. WATER:

The Contractor will arrange for supply of water both for drinking and for construction purposes. However, on written request from the Contractor, water for drinking and for construction purposes may be made available from the existing water line of the Trustees at a point near the site of work. The contractor will have to arrange for laying pipelines, as necessary, as per approval of the Engineer or his representative, for storing and distributing the same to the work point at his own cost.

Charges for consumption of water may be periodically paid by the contractor or shall be recovered from the Contractor's Bill at the rates of Trustees present norms as prevalent amended from time to time including installation of water meter by the contractor.

19. FORCE MAJEURE:

In the event of either party rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, relevant obligation of the party affected by such Force Majeure shall

upon notification to the other party be suspended for the period which Force Majeure events lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term "Force Majeure" as employed shall mean the events as below:

- (i) Riot (unless solely restricted to or perpetuated by employees of the Contractor or his subcontractors / suppliers or occurring outside India) so far as it is uninsurable.
- (ii) War, hostilities (whether war be declared or not), invasion, directed to or by India or act of foreign enemies, directed to India.
- (iii) Rebellion, revolutions, insurrection, or military or usurped power, or civil war in India;
- (iv) Fire, flood, cyclone, hurricane and acts of God.

Time of performance shall be extended by the period of delay, which is directly caused by the Force Majeure. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid shall notify the other party in writing immediately but not later than forty eight hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of his claim.

Time of performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which such event lasts and affects the relative obligation directly. Such extension of time shall be without prejudice to the provision that time is essence of the Contract and any other terms and conditions related to time of completion as may provided elsewhere in the Contract.

If the work is affected by Force Majeure lasting for more than 60 days at a stretch, the parties to the Contract shall settle the issue mutually.

20. CONTRACT LABOUR LAWS:

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

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

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

Also, as per "Building & Other Construction Workers (Regulation Of Employment & Conditions Of Service) Act-1996 and Central Rule 1998, contractors engaging ten (10) or more building workers in any building or other construction works, has to obtain a certificate of registration without fail under the referred act.

The contractor has to arrange for displaying the name of the Regional Labour Commissioner (Central), Asst. Labour Commissioner (Central) & Labour Enforcement Officer (Central) at his worksite(s).

The contractor shall inform the Principal Employer the date, time & venue of disbursement to be made by him to his workers.

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

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

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

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

22. COMPLIANCE WITH E.S.I. ACT:

If applicable, the successful bidder will have to comply with provisions of "Employers State Insurance Act – 1948", along with amendments (if any) issued from time to time. He shall obtain ESI registration and shall deduct employees' contribution @ 1.75 % of the wages of each of the employees' and shall deposit the same together with employer's contribution @ 4.75 % of such total wages payable to the employees or at such rates as fixed by the competent authority from time to time.

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

The contractor will be required to submit photocopy of all payment challans and produce the original for verification to the principal employer.

23. INDEMNIFICATION:

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

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

24. AMENDMENT:

In case of exigency or for operational requirements, the conditions of the contract may be amended with mutual consent of both the parties, subject to the condition that such amendments are in conformity with the prevailing policy of Govt. of India and law of the land on the subject.

25. ILLEGALITY:

If for any reason whatsoever any provision and condition of the contract is held to be void, illegal or invalid under present or future laws or regulations effective and applicable during the contract period, such provision shall be treated as fully separable and the remaining provision of the contract shall remain in full force. The other provisions of contract shall not be affected by such illegal or invalid provisions or by its severance from this contract. For the sake of smooth execution of the contract, any new condition(s) as may be mutually acceptable in supersession of the affected provision and condition of the contract shall be deemed to be a part of the contract from such point of time.

26. AMICABLE SETTLEMENT:

If any dispute or difference or claims of any kind arises between the Contractor and HDC, KoPT in connection with interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the contract, or the rights, duties or liabilities of the parties under the contract, then the parties shall meet together promptly at the requests of any party in an effort to resolve such dispute, difference or claim by discussions between them.

27. ARBITRATION:**(a) Arbitrators:**

Failing amicable settlement, the dispute or differences or claims as the case may be, shall be finally settled by

binding arbitration under the Arbitration and Conciliation Act, 1996 including all amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrator and inform the other party within 60 days. If the other party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996, including any amendment thereof.

(b) Place of Arbitration:

The place / jurisdiction of arbitration shall be in Kolkata / Haldia, West Bengal, India.

28. GOVERNING LAWS:

This contract shall be governed by and construed in accordance with the prevailing laws of the Republic of India.

29. LIST OF ENCLOSED FORMATS:

Form of Tender	:- Annexure - I
Declaration by the bidder	:- Annexure – II
Integrity Pact	:- Annexure – III
Format in case of Joint Venture/Consortium Agreement	:- Annexure – IV
Format of Affidavit for ESI exemption	:- Annexure – V
Indemnity Bond	:- Annexure – VI
Format of Agreement	:- Annexure - VII
General Conditions of Contract	:- Annexure – VIII

FORM OF TENDER

To
 The Manager (Marine Operations),
 Haldia Dock Complex,
 Kolkata Port Trust,
 P.O.- Haldia,
 Dist.- Purbe Medinipur,
Pin.- 721604

Dear Sir,

We, M/s.....having read and fully understood the specification conditions of Tender and General Conditions of Contract hereby Tender for "Repair of Eleven Pneumatic Rubber Fenders at Haldia Dock Complex, Kolkata Port Trust "in accordance with and as set forth in Notice Inviting Tender, General Conditions of Contract etc.

The offers have been submitted in Cover-I and Cover-II as stipulated in your Tender Notice. We also confirm that no condition has been stipulated in the price bid in cover-II.

We hereby agree that the said Specification, Conditions of Tender and General Conditions of Contract together with the acceptance thereof in writing by or on behalf of the Trustees, shall constitute the contract.

We have deposited with the Trustees' Financial Adviser & Chief Accounts Officer/ General Manager (Fin.), I/C Rs..... vide Receipt No.....dated.....as Earnest Money, photo stat copy of which is attached.

We also agree to abide by this Tender for a period of 90 days from the closing date of this Tender and in default of our so doing , the Earnest Money of Rs. **19,910.00 (Rupees Nineteen Thousand Nine Hundred Ten Only)** deposited by us shall be liable to forfeiture at the option of the competent authority.

Should Kolkata Port Trust, Haldia Dock Complex ask for a break up of our price, we shall submit the same forthwith with adequate justification to establish its veracity, failing which Kolkata Port Trust, Haldia Dock Complex may cancel our Tender and forfeit the Earnest Money deposited by us.

We agree that you are not bound to accept the lowest or any tender you may receive and that you reserve the right to accept any offer either as a whole or in parts and that you are not bound to give any reasons for their decision.

Yours faithfully,

Dated.....
 Full Address

Signature.....
 (Seal)

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

Annexure-II**DECLARATION BY THE BIDDER**

1. I / We have carefully examined and fully understood the Instruction to Bidders, the Special Conditions of the Contract, Trustees' General Conditions of Contract, Specification of Boats, Escalation Clause, Scope of Work, Compensation, Period of Contract etc. and all other related documents and clauses in connection with this tender.
2. I/ We accept all the terms & conditions of the contract as mentioned in the Techno-Commercial Part of the tender.
3. I / We have submitted our offer for the subject work.
4. I / We have signed all the pages of the Techno-Commercial part of this tender document and have submitted the same with the Techno-Commercial part of my offer.
5. I / We have signed all the pages of the Price part of this tender document and have submitted the Price part separately following all necessary guidelines given in this tender document.
6. I/We have not been de-barred or de-listed by any Govt. or quasi-Govt. agencies or PSUs in India.
7. I/We declaration that no change (in words, specification etc.) have been made in the submitted tender document vis-à-vis the tender document of Haldia Dock Complex, KoPT.
8. I / We have submitted copies of the required documents as mentioned at Clause 6 of the "Detailed Tender Notice" of the tender.
9. Office Address is _____ Local Office at Haldia -----

10. Telephone No. is _____ Telephone No. is _____
11. Mobile Number is _____ Mobile Number is _____
12. Email id is _____

Date :

Signature of the Bidder
with office seal.

Witness

(1)

Name :**Signature :****Address :**

(2)

Name :**Signature :****Address :**

Annexure-III**INTEGRITY PACT**

Between

Haldia Dock Complex, Kolkata Port Trust (KoPT) hereinafter referred to as "The Principal"
and

.....hereinafter referred to as "The Bidder/Contractor"

Preamble

The principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliances with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or contractor(s).

In order to achieve these goals, an Independent External Monitor (IEM) appointed by the Principal, will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

NOW, THEREFORE,

To avoid all forms of corruption by following our system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to;

Enabling the PRICIPAL/ EMPLOYER to get the contractual work executed and /or to obtained/ disposed the desired said stores / equipment at a competitive price in conformity with the defined specification / scope of work by avoiding the high cost and the distortionary impact of corruption on such work / procurement / disposal and enabling BIDDERS /CONTRACTORS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors also abstain from bribing and other corrupt practices and THE PRINCIPAL / EMPLOYER will commit to prevent corruption, in any form , by its officials by following transparent procedures.

Section 1 - Commitments of the Principal/ Employer

(1) The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Principal, personally or through family members, will, in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any materials or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ Prevention of Corruption(PC) Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/Contractor(s)

(1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bid or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor (s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representative in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the **"Guidelines on Indian Agents of Foreign Suppliers"** shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian Agent/representative have to be in Indian Rupees only. Copy of the Guidelines on 'Indian Agents of Foreign Suppliers' is annexed and marked as Annex- "A".
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as considered appropriate.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years from the date of signing the Integrity Pact with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Undertaking/Enterprise in India, Major Ports/ Govt. Departments of India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as considered appropriate.

Section 6 – Equal treatment of all Bidders / Contractors/ Sub-contractors

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and subcontractors.

- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Other Legal actions against violating Bidder(s)/Contractor(s)/ Sub contractor(s).

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with provisions of the extant law in force relating to any civil or criminal proceedings.

Section 8 – Roll of Independent External Monitor (IEM)

- (a) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- (b) The Monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Kolkata Port Trust.
- (e) The BIDDER/CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER/CONTRACTOR. The BIDDER/ CONTRACTOR will also grant the Monitor, upon his request and demonstration, if any. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/ contractor/ Sub-Contractor(s) with confidentiality.
- (g) The Monitor will submit a written report to the designated Authority of Principal/Employer/Chief Vigilance Officer of Kolkata Port Trust within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Employer/Bidder/Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER/ CONTRACTOR can approach the Independent External Monitor(s) appointed for the purpose of this Pact.
- (h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the relevant IPC/PCA, and the Principal/ Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (j) The word "Monitor" would include both singular and plural.

Section 9 – Facilitation of Investigation:

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL/ EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/ CONTRACTORS and the BIDDER/ CONTRACTOR shall provide necessary information and documents **in English** and shall extend all possible help for the purpose of such examination.

Section 10 - Pact Duration:

This pact begins when both parties have legally signed it and will extend upto two years or the complete execution of the contract including warranty period whichever is later. In case bidder/ contractor is unsuccessful this Integrity Pact shall expire after six months from the date of signing of the contract.

If any claim is made/ lodged during this time, the same shall be binding and continue to the valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Chairman of KoPT.

Section 11 - Other Provisions:

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.
- (2) Changes and supplements as well as termination notices need to be made in writing, in English.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)
(Office Seal)

Place.....

Date.....

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

(For & on behalf of Bidder/Contractor)
(Office Seal)

FORMAT IN CASE OF JOINT VENTURE/CONSORTIUM AGREEMENT

(To be submitted on stamp paper)

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

AND WHEREAS THE Second Party is engaged in the business of _____

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

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

NOW THIS DEED WITNESSED AS UNDER:

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

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

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

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

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

First Party:

Second Party:

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

First Party:

Second Party:

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

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

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

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

10. Opening and operation of Bank Account:

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

IN WITNESS WHEFEOF the Parties hereto have signed hereunder at _____on this _____day of _____

Party of First Part

Party of Second Part

Witness:

1)

2)

Annexure-V**FORMAT OF AFFIDAVIT FOR ESI EXEMPTION**

(On the Rs. Ten Non Judicial Stamp paper)

BEFORE THE 1st. CLASS MAGISTRATE AT**AFFIDAVIT**

Ison ofaged aboutyear,
by faithby occupationresiding at, do hereby solemnly affirm and
declare as follows:-

THAT I am the proprietor/ partner ofhaving office at and carrying
out business on the same name and style.

(In case the above Deponent is an enlisted contractor at Haldia Dock Complex, Kolkata Port
Trust , the same should be mentioned in the affidavit).

That my aforesaid firm is exempted from E.S.I. Act and the said firm has no valid ESI
registration.

That the present affidavit is to be filed before the Haldia Dock Complex, Kolkata Port Trust as
per the clause No.....of the tender No.....issued by Haldia Dock
Complex, 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.

Identified by me

DEPONENT

INDEMNITY BOND

BY THIS BOND I, Shri/Smt.....Son of Shri/Smt.
residing athaving occupation
 the Partner / Proprietor / Directorhaving office at
, am a tenderer under Marine Operation Division, Haldia Dock
 Complex, Kolkata Port Trust (A statutory Body under MPT Act ,1963). WHEREAS , the said
 Haldia Dock Complex, Kolkata Port Trust had asked every tenderer , who is not covered
 under E.S.I. Act or exempted to furnish an Indemnity Bond in favour of Marine Department
 ,Haldia Dock Complex, Kolkata Port Trust against all damages and accidents to the labourers
 tenderer / contractor.

NOW THIS BOND OF INDEMNITY WITNESSETH THAT the tenderer /contractor named
 herein above shall indemnify the Haldia Dock Complex, Kolkata Port Trust against all
 damages and accidents occurring to the labourers of the tenderer /contractor as demanded
 by Haldia Dock Complex, Kolkata Port Trust during the execution of the work stated in NIT
 No.....

AND the Contractor hereunder agree to indemnify and at all times keep indemnified the
 Haldia Dock Complex, Kolkata Port Trust and its administrator and representative and also
 all such possible claim or demand for damages and accidents.

IN WITNESSETH WHEREOF I the Partner / Proprietor/ Director
 hereunto set and seal this on the..... day of in
 the yearat

Sureties

Signature of the Indemnifier

a) Name :

Signature :

Address :

b) Name :

Signature :

Address :

Witnesses

Name :

Signature :

Address :

FORMAT OF AGREEMENT

(on Rs. 50/- STAMP PAPER)

AGREEMENT FOR HIRING OF ONE MOORING BOAT

This Agreement made on theday of2018 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 registered office at..... hereinafter called the "contractor" (which expression shall unless excluded by or repugnant to the context be deemed to include its assigns or successors in office) on the other part.

WHEREAS the Trustees are desirous of repairing eleven pneumatic fenders including the work specified in the Bid document should be carried out in satisfactory manner and have accepted a tender by the contractor for the said work NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. In this agreement words and expressions shall have the same meanings 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 and construed as part of the agreement, viz:-

- i) The Tender /offer and the acceptance of the tender/offer including terms and conditions finalized and accepted by both parties prior to opening of price Bid submitted by the contractor.
- ii) The Trustees General Conditions of Contract, unless superseded by document identified in 2(i) above.
- iii) The Price Bid as submitted by the contractor and as accepted by the Trustees.
- iv) The work order.....dated.....
- v) All correspondences and minutes of the meeting by which item 2(i) to 2(iv) 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 the work of repair of eleven pneumatic fenders as per conditions & scope of work identified in documents noted in para-2 above and to the order of the Trustees.

4. The Trustees hereby covenants to pay the contractor in consideration of the satisfactory execution of the contract a sum of Rs..... (Rupees only) at the times and in the manner prescribed in the contract.

In witness whereof the parties have caused their respective Common Seals to be hereunto affixed the day and year first above written.

Contractor

**Manager, Marine Operations,
Haldia Dock Complex, KoPT**

Witness

1.....

2.....

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

**CONCURRENT COMMITMENT(S) OF THE BIDDER (i.e Works In The Hand Of The Bidder At The Time
Of Submission Of Tender Offer)**

(To be submitted with Techno Commercial Offer)

Bidders must fill in the under noted columns.

Sl. No.	Full particulars of works to be executed concurrently by the bidder. (i) Name of work. (ii) Client. (iii) W.O. No. & Date.	Sanctioned Tender Value. (in Rs.)	Completion time as stated in tender.	Name and address to whom reference can be made.
1	(i)			
	(ii)			
	(iii)			
2	(i)			
	(ii)			
	(iii)			
3	(i)			
	(ii)			
	(iii)			
4	(i)			
	(ii)			
	(iii)			

Annexure – IX**GENERAL CONDITIONS OF CONTRACT**

'General Conditions of Contract, Forms and Agreements' as sanctioned by the Board of Trustees of KoPT, HDC for the Port of Kolkata is hosted at www.kolkataporttrust.gov.in. (<http://www.kolkataporttrust.gov.in/showfile.php?layout=1&lang=1&lid=1342>). Only those Clauses, Forms or Formats, which are not covered elsewhere in this Tender Document, shall be applicable. Also, for the sake of interpretation of the contents of the Appendices, the terms contained in the main tender document (other than Appendices) including the 'General Conditions of Contract, Forms and Agreements' shall prevail.

BID DOCUMENT

TENDER

FOR

"Repair of Eleven Pneumatic Rubber Fenders at Haldia Dock Complex, Kolkata Port Trust"

BY

HALDIA DOCK COMPLEX, KOLKATA PORT TRUST

Tender No. MMO/215/MAIN/FENDER/429

E-Tender/Event Number: **KoPT/Haldia Dock Complex/MO Div/3/18-19/ET/35**

VOLUME-II

PRICE PART

ISSUED BY

**MANAGER (MARINE OPERATIONS)
HALDIA DOCK COMPLEX
P.O. - HALDIA
DIST. - PURBE MEDINIPUR
PIN. - 721604**

APRIL - 2018

PRICE PART**PREAMBLE****GENERAL**

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

PRICE BID**[Bid not to be quoted here, quote only online]****TENDER FOR “REPAIRS OF ELEVEN PNEUMATIC RUBBER FENDERS AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST”**

Total Cost for Repair of the Fender No. 1 : Rs _____

Total Cost for Repair of the Fender No. 2 : Rs _____

Total Cost for Repair of the Fender No. 3 : Rs _____

Total Cost for Repair of the Fender No. 4 : Rs _____

Total Cost for Repair of the Fender No. 5 : Rs _____

Total Cost for Repair of the Fender No. 6 : Rs _____

Total Cost for Repair of the Fender No. 7 : Rs _____

Total Cost for Repair of the Fender No. 8 : Rs _____

Total Cost for Repair of the Fender No. 9 : Rs _____

Total Cost for Repair of the Fender No. 10 : Rs _____

Total Cost for Repair of the Fender No. 11 : Rs _____

Total Cost for Repair of all the Fenders (Sum of costs for repair of all the fenders)**: Rs _____**

Note : The price bid evaluation will be done on the basis of the lowest Total cost for repair of all the fenders and not on repair cost of individual fenders.