



कोलकाता पत्तन न्यास
KOLKATA PORT TRUST

HARBOUR MASTER (PORT)'S OFFICE"

SUBHAS BHAVAN", 1ST FLOOR,

40, C.G.R. ROAD,

KOLKATA - 700 043, WEST BENGAL

PHONE NO. - 2439 - 1730

FAX NO. - (033) 2439 - 1853

NOTICE INVITING TENDER

TENDER NO. MRN/HMP/2/8/380

Date : 08.08.2018

INTRODUCTION OF WORK

Sealed Tenders are invited from bonafide reputed Firms for salvage of mooring materials of dragged Outer ebb Mooring Buoy of No. 5 Baj Baj Jetty and relay the buoy in the original charted positions.

For participation in the Tender, Earnest Money of Rs. 7,000/- (Rupees Seven thousand only) will have to be deposited by Demand Draft / Pay Order as applicable.

The Tender documents can be downloaded directly from the KoPT website www.kolkataporttrust.gov.in.

Interested Firms are advised to inspect the location of the above work with prior intimation in writing to the Harbour Master (Port) for obtaining necessary permission thereof.

It is to be noted that the past and the present performance of Contractors would be assessed before processing of the Tender and Firms found not having satisfactory performance will not be allowed to participate in the Tender.

SCOPE OF WORK

The outer ebb buoy of No.5 Baj-Baj jetty has dragged downstream from its charted position and obstructing the safe berthing / un-berthing of ships to No.5 Baj Baj jetty.

The mooring attached to the buoy needs to be salvaged and inspected. If any of the mooring legs of the buoy is found missing either partially or wholly, same has to be relayed with the mooring materials supplied from the existing stock of Mooring Master at Kolkata. The buoy needs to be relayed in its original charted position with the salvaged or replaced mooring materials with the flood and ebb buoys in their position.

THE ABOVE WORK IS TO BE COMPLETED WITHIN 7 (Seven) DAYS FROM THE ISSUANCE OF WORK ORDER

INSTRUCTIONS

1. The bidder shall examine carefully the general condition of the Tender and terms and conditions of the Tender and the technical and commercial aspects. All costs, charges and expenses that may be incurred by the bidder in connection with the preparation of his Tender shall be borne by him and Trustees' accept no liability whatsoever thereof.
2. Tender documents may be downloaded by the interested contractors from the website of Kolkata Port Trust. Cost of Tender documents Rs.590/- (Rupees Five hundred ninety only) (including GST) to be deposited at the time of submission of Tender.
3. Sealed Tender is to be submitted in person within the specified date and time. No Tender shall be accepted on expiry of the scheduled time of submission.
4. Mere issuance of Tender document 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 opening of Tender document. In case there is an un-scheduled holiday / strike on the prescribed last date of submission and opening of the bid, the next working day will be treated as the scheduled prescribed day for the same.
5. Each bidder shall deposit Earnest Money of Rs.7,000/- (Rupees Seven thousand only in the form of either Banker's Cheque / Demand Draft / Pay Order (Payable at Kolkata) favoring the *Kolkata Port Trust* and a copy of the receipt of such deposit and receipt of the Rs.590/- being the cost of Tender document shall have to be submitted along with the Tender document without which his Tender will not be considered.

Tenders must be submitted in one sealed main cover super scribed in bold letters, **“Tender for salvage of mooring materials of dragged Outer ebb Mooring Buoy of No. 5 Baj Baj Jetty and relay the buoy in the original charted position.”**

6. The main cover shall contain Two separate sealed covers One marked ***‘TECHNICAL BID (COVER-I)’*** and another ***“PRICE BID (COVER-II)”***
7. All envelopes i.e. the main cover, each of the above Two covers inside it (i.e. Technical Bid and Price Bid) shall clearly bear the complete Name and Address of the bidder.
8. Tenders must be submitted to the Harbour Master (Port) not later than 1300 hrs. on 16.08.2018. Tenders not received in time due to any cause whatsoever will not be considered.
9. Tenders will be opened in the presence of the bidder in the room of Harbour Master (Port), KoPT at 1500 hrs on 16.08.2018.

HARBOUR MASTER (PORT)
TENDER AUTHORITY : “SUBHAS BHAVAN”, 40, C.G.R. Road,
Kolkata - 700 043

Cost of Tender document	Rs.590/- to be deposited by way of Banker's Cheque/Demand Draft/Pay Order payable to <i>Kolkata Port Trust</i>
Earnest Money deposit	Rs.7,000/- to be deposited by way of Banker's Cheque / Draft / Pay Order payable to <i>Kolkata Port Trust</i>
Security Deposit	10% of the contract value.
Date of NIT available to parties to download.	From 08.08.2018 .
Last date of submission of Tender document	Up to 1300 hrs. on 16.08.2018
Opening of Tender	1500 hrs. on 16.08.2018
Validity period of Price Bid	6 Months from the date of opening of the Tender.
Completion period of the entire job	7 days.

PRE QUALIFICATION CRITERIA

10. Bidder must be experienced, bonafide and reliable in carrying out the above work.
11. Experience of having successfully completed similar contracts during the last 7 years ending 31.03.2018 should be either of the following:
 - a. **Three** similar completed works each costing not less than 40% of the tender value.
 - b. **Two** similar completed works each costing not less than 50% of the tender value.
 - c. **One** similar completed work each costing not less than 80% of the tender value.
- “Similar completed works”** means laying and re-positioning of mooring buoys.
12. Average annual financial turnover of the Bidder should not be less than 30% in any one year during the last three years ending March, 2018. The certified copies of Balance Sheet as well as Profit and Loss Accounts are required to be submitted.
13. The Bidder must substantiate their experience by valid documents such as Work Order, Performance Certificate, and Completion Certificate etc.
14. The Bidder shall be required to submit valid Trade License, PAN & GST number.
15. The past and present performance of contractors would be assessed before processing the tender and Firms found not having satisfactory performances will not be allowed to participate in the tender.

GENERAL CONDITIONS OF THE TENDER

16. The Bidder shall abide by the general condition of contract 1993, Contract Labour (Regulations & Abolition) Act 1970, Building & Other Construction Workers (Regulation of employment and condition of service) Act 1996. Workmen's Compensation Act 1923 and relevant provisions of the General Condition of Contract for engaging any contractor in KoPT work.
17. Each Bidder shall be required to deposit Earnest Money of Rs.7000/- only by way of Bankers Cheques / Draft / Pay Order (payable at Kolkata) favouring the **Kolkata Port Trust** and a copy of the receipt of such deposit and the receipt of the Rs.590/- being the cost of tender document shall have to be submitted along with the tender document, without which his tender will not be considered.

18. NSIC registered firms in relevant categories (under single point registration scheme) are exempted from depositing cost of Tender Document & Earnest Money deposit. Documentary evidence must be submitted in Part-I (Techno-Commercial Bid) of their offer for claim of such exemption otherwise their offer will be rejected. If Micro and Small Enterprise (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.
19. **Security Deposit**
- 10% of the contract value will be retained as Security Deposit. The Earnest Money deposit of Rs.7,000/- of the successful bidder shall be converted into the Security Deposit (against surrender of the relevant original Treasury Receipt towards EMD) .
20. **Guarantee Period:** All works to be guaranteed for a period of satisfactory service of 6 (Six) months from the date completion of the total work excepting in case of any accident.
21. **Security Deposit** will be refunded to the contractor on satisfactory completion of the work and submission of requisite certificate issued by appropriate authority on completion of guarantee period of **6 months**. **No interest** shall be paid to the contractor on the amount of Security Deposit.
22. In the case of **unsuccessful** bidder, the Earnest Money will be refunded without any interest as soon as possible after the completion of the tendering process.

CONTENTS OF TECHNICAL BID

23. Brief particulars of the firm.
24. Copy of tender document duly signed in each page with the price column left blank.
25. A declaration by a letter stating unqualified acceptance of all terms and conditions of the NIT (Annexure-III).
26. Copies of Performance Certificates / Completion Certificate / Work Orders of previous work carried out with the values as shown above. The successful bidder shall be required to produce on demand the original certificates for inspection prior to placement of order.
27. "Form of Tender" (as given in Annex – 1) duly signed.

28. Copies of Treasury Receipt showing payment made towards Earnest Money and cost of tender document.
29. A blank Price Bid (as per attached format of bill of quantity, Annex – II) counter signed by the bidder with the confirmation that the price quoted in sealed cover all works and condition specified.
30. Current Trade License, GST Registration Certificate and audited balance-sheet for last 3 years. Authentic documents related to registration under ESI authority, documents related to compliance of Minimum Wages act.
31. Copy of Profit and Loss Account and Balance Sheet for last 3 (three) years i.e. 2015-16, 2016-17, 2017-18 as proof of financial turn over.
32. Photo copy of PAN Card and details of ECS like i) Name of the bank, ii) Address, iii) Account number to be submitted.
33. **Undertaking:** The bidder shall submit following unconditional undertaking while submitting the bid.
“THE BIDDER HAS FULLY READ AND UNDERSTOOD THE ENTIRE TENDER DOCUMENTS, GCC AND ADDENDA IF ANY, DOWNLOADED FROM THE INSTANT E-TENDER AND NO OTHER SOURCE, AND WILL COMPLIED TO THE SAID DOCUMENTS, GCC AND ADDENDA”

With this, there will be no necessity to submit GCC.

CONTENTS OF PRICE BID

The price, in Indian Rupees in the format (as given in Annex – II) shall be the only content in the Price Bid (Cover – II). If any condition are indicated in the Price Bid or if any deviations whatsoever from the accepted format are found, then the tender will be rejected.

SPECIAL CONDITION OF THE CONTRACT

34. Necessary insurance coverage, if any for his workmen is to be arranged by the contractor. He shall also have to insure the personnel against any injury or death etc. and the charges for this shall be borne by the contractor.
35. The contractor shall be solely responsible for the satisfaction of and shall at all time indemnify the Trustees’ against any claims or actions arising from accident or injuries

to workmen or other persons or damage to property which may arise during the execution of this contract or from the breach of any law or regulation prior to completion of the job.

36. The contractor shall have to indemnify KoPT regarding any loss or damage suffered by him or his employees and also to indemnify against any third party claim, which may arise while carrying out the aforesaid assignment.
37. The contractor shall also have to follow all the relevant labour laws including Labour Wages Act which are in force and Trustees shall not be responsible / liable in case of any violation thereof in any way. The contractor shall have to settle or to pay all damages or claims, if any passed by any legal authority in any dispute between the contractor and his labourer and KoPT will not be responsible / liable in such disputes.
38. The contractor shall be deemed to have indemnified the Trustees against all claims, demands, actions and proceedings and all cost arising there from on account of pollution of waterways and damaged caused to river, sea or any other structure related to water way in transporting contractors plant and materials.
39. The Trustees' reserve the Right to disqualify the Tender, in case they are satisfied that any bribe, commission, gift or advantage has been given, promised or offered by the bidder or on behalf of the bidder to any officer, employee or representative of the Trustees' or to any persons on his or their behalf in relation to acceptance of the Tender.
40. The work is to be carried out with minimum possible hindrance of traffic movement.
41. **Default of the contractor, Remedies and Power / Termination of the Contract:** Without being liable for any compensation to the contract, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the contractor there from after giving him a minimum three days notice in writing, due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Mooring Master shall be final and conclusive.
- a. The contractor has abandoned the contract.
 - b. In the opinion of the Mooring Master, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of contractor's lapse.
 - c. The contractor is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.

42. On failure of contractor not completing the job / willful delay, the work may be ordered to be completed by some other Agency at the risk and expense of the contractor, after a minimum three days notice in writing has been given to the contractor.

43. ***Interest not admissible to contractor:*** No claim for interest shall be admissible to the contractor at any stage and in respect of any money or balance which may be due to the contractor from the Trustees, for any delay on the part of the Trustees in making interim or final payment or otherwise.

44. In case of any dispute arising out of the contract, decision of the Chairman, KoPT shall be binding and final on the contractor.

45. The tender should remain valid at least for 6 months from the date of opening of the tender.

46. The Trustees' for the Port of Kolkata do not bind themselves to accept the lowest of any offer / tender, without assigning any reason whatsoever.

47. **Evaluation Criteria of the Price Bid.**

The bidder will have to quote lump sum cost of **salvage of mooring materials of dragged Outer ebb Mooring Buoy of No. 5 Baj Baj Jetty and relay the buoy in the original charted positions**, as stated in the "Scope of Work". Evaluation of the Tender will be made on the basis of Price quoted in the Price Bid format of the lowest bidder qualifying technically.

48. No correspondence whatsoever will be entertained on the tender after opening of the Price Bid.

49. ***Time of Completion:*** Stipulated time for completion of the entire job as stated in the scope of work shall be **limited to 7 days only**.

50. The *starting date of contract* will be taken from the date of issuance of formal work order.

51. ***L.D. Clause:*** ½% of the contract amount per week of delay or part thereof to a maximum ceiling of 10% will be applicable.

52. ***Supervision:*** The job is to be carried out under supervision *and* satisfaction of Mooring Master / Harbour Master (Port).

53. **Force Measure :** In the event of the contractor, KoPT being prevented from fulfilling its obligation or part thereof arising out of this contract due to any Force Measure event like acts of God (flood, earthquake etc.) or war, civil commotion, strike etc., the

affected party shall forthwith but in no case later than 24 hrs. from the commencement of such event, intimate the other party as to the commencement of such event and continue to intimate after every 7 days during continuance of such event. The affected party shall, upon cessation of such event, promptly inform the other party and shall commence in obligation in part or in full arising out of this contract, which was kept suspended due to such events of “Force Measure”.

54. The successful bidder will be issued permits, free of costs for their men, materials, carrying transport, equipment, etc. for the purpose of execution of the work awarded to him.

55. **Payment term:** payment will be made on satisfactory completion of the job and after submission of the bills along with Work Done certificate duly certified by Mooring Master.

56. KoPT will pay the bill through ECS. For this, the successful bidder shall have their Bank Account within the ECS zone prescribed by RBI and to ensure receipt of payment of bills from KoPT, they shall furnish the following information immediately after receipt of Work Order.

- a) Bank Account No. of the contractor
- b) Type of Account – Savings / Current / Cash Credit
- c) Name of the Bank with Code No.
- d) Name of the branch with Code No. along with location
- e) MICR No.
- f) PAN
- g) GST Number

57. All other conditions not mentioned herein will be as per “General Conditions of Contract of KoPT (1993)”, available in the KoPT website www.kolkataporttrust.gov.in.

(B. PAKRASHI)

Harbour Master (Port)

KOLKATA PORT TRUST

MARINE DEPARTMENT

FORM OF TENDER

(To be submitted with Technical Bid Part -I)

TENDER NO. MRN/HMP/2/8/380 Dated 08.08.2018

The Harbour Master (Port)

I/

We _____ of _____

_____ having examined the site of work and read the specifications, general and special conditions of contract and conditions of tender and also General Condition of Contract of KoPT here by undertake to execute and complete all works required to be performed in accordance with the specification. Bill of quantities, General & Special condition of contract prepared by or on behalf of the Port Trust for and at the rates and price set out in the annexed Bill of Quantities from the date of order to commence the work up to the last date of contract period and in the event of our tender being accepted. I/We also undertake to enter into a contract if required, to give effect to the acceptance of the tender.

I/We have deposited with the Port Trust's Financial Advisor a sum of Rs. 7000/- vide Receipt No. _____ as Earnest Money and a sun of Rs. 590/- vide Receipt No. _____ being the cost of tender document.

I/We agree that the period for which the tender shall remain open for acceptance shall not be less than four months.

Date :

Signature of Contractor

Name

Address:-

TENDER NO. MRN/HMP/2/8/380 Dated 08.08.2018

PRICE BID (Cover II)

BILL OF QUANTITY

Description of work	Nature of charge Amount in figure and words
<p>The outer ebb buoy of No.5 Baj-Baj jetty has dragged downstream from its charted position and obstructing the safe berthing / un-berthing of ships to No.5 Baj Baj jetty.</p> <p>The mooring attached to the buoy needs to be salvaged and inspected. If any of the mooring legs of the buoy is found missing either partially or wholly, same has to be relayed with the mooring materials supplied from the existing stock of Mooring Master at Kolkata. The buoy needs to be relayed in its original charted position with the salvaged or replaced mooring materials with the flood and ebb buoys in their position.</p>	

Note: The prices quoted shall be including all statutory levies excluding GST, which will be paid extra. GST shall not be considered for evaluation of the bids.

Total amount in words Rs.....

Date..... **Permanent Income Tax Account Number**

Date :

Signature of Bidder

Name :

Address :

The Harbour Master (Port),
Kolkata Port Trust,
“SUBHAS BHAVAN”,
40, C.G.R. Road,
Kolkata – 700 043.

Sub: Unqualified acceptance of the Terms and Conditions enumerated in the Tender No. MRN/HMP/2/8/380 Dated 08.08.2018 for salvage of mooring materials of dragged Outer ebb Mooring Buoy of No. 5 Baj Baj Jetty and relay the buoy in the original charted positions.

Dear Sir,

I / we hereby accept all the terms and conditions as enumerated in the Tender documents bearing No. MRN/HMP/2/8/380 Dated 08.08.2018 for salvage of mooring materials of dragged Outer ebb Mooring Buoy of No. 5 Baj Baj Jetty and relay the buoy in the original charted positions, subject to the decision taken in the Tender Committee Meeting to be held in this respect.

Yours faithfully,

Signature of Bidder
(With Official Seal)

Date _____

Name _____

Address _____