

Tender Notice No. Hyd/12410/821

Date: 10.09.2018



**KOLKATA PORT TRUST**

**Hydraulic Study Department**

**20, Garden Reach Road,**

**Kolkata -700043**

Phone : + 91-33-2409-3031/ 2409-3032

Fax : + 91-33-2409-3036

Website: [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)

**WORK TITLE:** Tender Notice for “Supply, installation of one no “High Precision Single Frequency Portable Digital Echosounder with all accessories along with providing Comprehensive Annual Maintenance for seven years after warranty period of one year” under Hydraulic Study Department (HSD) of Kolkata Port Trust (KoPT)

E-Tender in two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide & experienced agency or their authorized agents/ service provider of national and international repute with experience having supply, maintained, satisfactorily in India or abroad or combination of both as per Prequalification criteria as stipulated in Tender Document for the above work. Bid Document may be seen from CPP portal of Govt. of India and website of Kolkata Port Trust. Corrigendum, Clarifications, Addendum, if any, shall be hoisted on the above mentioned websites only.

Bidders will have to participate in bidding process through NIC’s CPP portal for e-procurement-GePNIC [www.eprocure.gov.in](http://www.eprocure.gov.in) only. The last date of submission of online bids is 24-10-2018. For further details please visit [www.eprocure.gov.in](http://www.eprocure.gov.in).

(D. Guha)

Chief Hydraulic Engineer (I/C)

### SCHEDULE OF TENDER (SOT)

a. TENDER NO.	<b>Hyd/12140/ 821</b> <b>Dt. 10.09.2018</b>
b. MODE OF TENDER	e-Procurement System (Online Part I – Techno-Commercial Bid and Part II – Price Bid) through <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> The intending bidders are required to submit their offer electronically through e-tendering portal. No physical offer (hard copy) is acceptable by KOLKATA PORT TRUST.
c. Availability of NIT in KoPT website	<b>From 11-09-2018 to 25-10-2018</b> (Upto 14.00 hours)
d. Offline Pre-Bid Meeting date & Time	The Pre-Bid Meeting will be held on <b>24.09.2018 at 12:00</b> hrs. at Hydraulic Study Department, Kolkata Port Trust, 20 Garden reach Road, Kolkata – 700 043.
e. Pre-Bid Meeting closing date & Time	<b>On 24.09.2018 at 15.00 hrs</b>
f. i) Estimated Cost Of Work  ii) Earnest Money Deposit          iii) Cost of Tender	<b>Rs. 19,95,000.00 (Rupees Nineteen Lakh Ninety Five Thousand ) only</b> excluding statutory taxes (GST).  The intending bidders should submit Earnest Money of <b>Rs. 40,000.00 (Rupees Forty Thousand) only</b> in favour of Kolkata Port Trust, otherwise their offer will be summarily rejected. Pay Orders (PO) / Demand Drafts (DD) should be drawn in favour of “Kolkata Port Trust” on any nationalized/ scheduled bank having branch in Kolkata. The original Pay Order or Demand Draft shall be submitted within 3 days from the closing of online submission of tender.  The intending bidders should submit the tender cost of <b>Rs. 1,770/- (Rupees One Thousand Seven Hundred Seventy Only)</b> including GST (non-refundable) separately to Kolkata Port Trust, otherwise their offer will be summarily rejected. Pay Orders (PO) / Demand Drafts

iv) Last date of uploading of EMD and Tender Documents fee through Demand Draft /Pay order in favour of Kolkata Port Trust.	(DD) should be drawn in favour of “Kolkata Port Trust” on any nationalized/ scheduled bank having branch in Kolkata. The original Pay Order or Demand Draft shall be submitted within 3 days from the closing of online submission of tender.  <b>25-10-2018 (at 14:00 hours)</b>
g. Last date of submission of EMD & Bid Document fee at Kolkata Port Trust	<b>29-10-2018</b> upto 17.00 Hrs at Hydraulic Study Department, Kolkata Port Trust, 20 Garden Reach Road, Kolkata-700043
h. Date of Starting of online e-tender for submission of Techno-Commercial Bid and Price Bid at <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>	<b>25-09-2018</b> ( From 12.00 hours onwards)
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	<b>25-10-2018 (Up to 14:00 hours)</b>
j. Date & time of opening of Part-I (i.e. Techno-Commercial Bid)  Date of opening of Part II ( i.e. Price Bid) will be informed separately	<b>26-10-2018 (at 14:00 hours)</b>  In case of General strike / Bandh or unprecedented cease work, the time of opening of the bids will be automatically extended to 14:00 hours of the next working day of KoPT.

## **List of Annexures**

Important Instructions for E- procurement	:-	Annexure - A
Commercial Terms & Conditions	:-	Annexure - B
Techno Commercial Bid (Part-I)	:-	Annexure - C
List of Scanned Documents required to be uploaded	:-	Annexure - D
Price Bid (Part-II)	:-	Annexure – E

## **Annexure -A**

### **Important instructions for e-tender**

1. Tender document can be viewed and downloaded from Kolkata Port Trust website [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) and NIC's CPP Portal for e-Procurement-GePNIC [www.eprocure.gov.in](http://www.eprocure.gov.in) . The bid is to be submitted online only on NIC's CPP Portal for e-Procurement-GePNIC ([www.eprocure.gov.in](http://www.eprocure.gov.in)) up to last date and time of submission of bids. Sale of hard copy of tender document is not applicable.
2. Bidders are requested to use internet Browsers: Firefox version below 50 / Internet Explorer version 8 or above, and Java 8 Update 151 or 161.  
  
Further, bidders are requested to go through the following information and instructions available on the CPP Portal <https://eprocure.gov.in/eprocure/app> before responding to this e-tender:
  - Bidders Manual Kit
  - Help for Contractors
  - FAQ
3. The tenderer shall upload the scanned copy of the Pay Order / Demand Draft instruments towards the cost of EMD and bid documents set as proof of payment towards EMD and cost of Bid documents while submitting the tender electronically in the NIC's CPP Portal for e-Procurement (GePNIC).
4. The EMD and cost of bidding documents shall be submitted in the form of Pay Orders (PO) / Demand Drafts (DD) drawn in favour of "Kolkata Port Trust" on any nationalized/ scheduled bank having branch in Kolkata and payable at Kolkata.
5. The Tenderer who is exempted for payment of EMD and cost of bidding documents from NSIC/MSME shall submit a copy of Exemption Certificate duly notarized and upload a scanned copy.
6. The Pay Order /Demand Draft instruments for EMD and cost of bidding document in original / Notarized Copy of Exemption Certificate as mentioned above shall be forwarded to O/o the Chief Hydraulic Engineer, Hydraulic Study Department (HSD),Kolkata Port Trust, 20, Garden Reach Road, Kolkata- 700043, by 29-10-2018 (17.00hrs). Mere uploading of proof of PO/DD towards EMD and cost of bid documents in the e-procurement portal and non submission in original to the above mentioned address may lead to technical disqualification of bids.

7. The offer (both Techno-Commercial & Price) must be valid at least 120 days from the last date of online submission of offer; otherwise the offer shall be rejected as non-responsive.
8. The bidders' queries, if any, will be clarified through NIC's CPP Portal for e-Procurement (GePNIC) after completion of the scheduled offline pre-bid meeting as mentioned in the tender document.
9. Kolkata Port Trust (KoPT) has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
10. The Employer/Board do not bind themselves to accept the lowest or any tender and to reject any tender without assigning any reason there for.
11. If the offers are not received according to the instructions detailed here above, they shall be liable for rejection.

Contact Persons (Kolkata Port Trust):

1. Shri Goutam Mandal, Chief Officer, URRS Falta  
Email: [goutam.mandal@kolkataporttrust.gov.in](mailto:goutam.mandal@kolkataporttrust.gov.in)
2. Shri Sachin Yadav, Executive Engineer  
Email: [sachin.yadav@kolkataporttrust.gov.in](mailto:sachin.yadav@kolkataporttrust.gov.in)

Contact persons (CPP Portal) :

1. Shri Nazmush – Mob. 9563251950  
E-mail : [webhelpdesk@gmail.com](mailto:webhelpdesk@gmail.com)  
See CPP Portal for contact details.

**Commercial Terms & Conditions**

SL. NO.	TERMS
1	Mere participation in e-tender will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.
2	Due date of submission of tender will not be extended under any situation.
3	The Terms and Conditions of E-Tender shall be read in conjunction with the General Conditions of Contract (available in KoPT website→ Rules & Regulations→ Non-service Regulations), Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.
4	The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Special Conditions over the General Conditions of Contract of Ko.P.T. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Chief Hydraulic Engineer, KOLKATA PORT TRUST, thereon shall be final and binding upon all parties.
5	The Trustees 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.
6	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.
7	The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Calcutta.
8	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.
9	Bidders are advised to visit the site of work prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions etc. before submission of the e-tender. He may contact the Chief Hydraulic Engineer or his authorized representative at his office at 20, Garden Reach Road, Kolkata -700043 in this regard. Non compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.

10      **VALIDITY :**

The tender shall remain open for acceptance for a period of **120 days** from the date of opening of 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 tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.

11      During techno-Commercial Evaluation, i.e. evaluation of Part-I tender, an offer shall be considered non-responsive in case it :-

- (i) is not accompanied by requisite earnest money,
- (ii) is not accompanied by requisite tender 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 / offer or tender if submitted with any deviation from the tender terms & conditions.
- (vi) if the tender is conditional.
- (vii) if all the documents required as per NIT are not uploaded.

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

- a) The bidder provides misleading or false information in the statements and documents submitted.
- b) Record of unsatisfactory performance during the last seven years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delay in completion or financial bankruptcy etc.

The decision of Kolkata Port Trust in this regard shall be final and binding on the Bidder.

12      Security deposit: As per Tender document, Annexure –C

13      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’.

14      The bidder shall quote his price as per the Bill of Quantities in the Price bid.

15      The Bidder shall state clearly his quoted rates both in figure & word.

- 16 Price(s) to be quoted should remain firm over the contract period.
- 17 All taxes & duties are deemed to be included in the quoted rate except **GST** as applicable.
- 18 EVALUATION CRITERIA: As mentioned in the BOQ.
- 19 PAYMENT: As per Tender document, Annexure -C.
- 20 Location: As per Tender document.
- 21 Time of Completion: As per Tender document. Annexure -C.
- 22 JURISDICTION OF COURT :  
The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Kolkata.
- 23 Micro & Small Enterprises (MSEs) registered with NSIC
- i) Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs or DIC's(DISTRICT INDUSTRIES CENTRE) Certificate.
- ii) If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer will not be considered.
- iii) Copy of valid NSIC Certificate for MSEs or DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
- 24 EARNEST MONEY : Rs. 40,000/- (Rupees Forty Thousand) Only
- 25 BID DOCUMENT FEE : Rs. 1,770/- (Rupees One Thousand Seven Hundred Seventy Only) including GST  
E-Tenderers submitted without requisite Earnest Money and bid document fee 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.
- 26 EMD and Bid document fee to be submitted physically within 3 days from the closing of online submission of tender i.e. 29.10.2018 (17.00 hrs) in an envelope marking **EMD & Bid document fee** superscribing the e-tender number on the envelope at O/o the Chief Hydraulic Engineer, Hydraulic Study Department (HSD),Kolkata Port Trust, 20, Garden Reach Road, Kolkata- 700043.



**NOTICE INVITING TENDER**

E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide & experienced agency with required experience as per Prequalification criteria stipulated in Tender Document for the following work at Kolkata Port Trust.

<b>➤ Name of work</b>	:	“Supply, installation of One no “High Precision Single Frequency Portable Digital Echounder with all accessories along with providing Comprehensive Annual Maintenance for seven years after warranty period of one year”
<b>Estimated Cost</b>	:	<b>Rs. 19,95,000.00 (Rupees Nineteen Lakh Ninety Five Thousand ) only</b> excluding statutory taxes (GST).
<b>Period Of Execution</b>	:	<b>45 days from the date of acceptance of work order</b>
<b>Earnest Money</b>	:	Rs. 40,000/- (Rupees Forty Thousand) Only
<b>Period of Download of E-Tender (Both Days Inclusive)</b>	:	<b>11-09-2018 to 25-10-2018</b> (UPTO 14:00 HRS.) (Bid document will be available on Kolkata Port Trust website <a href="http://www.kolkataporttrust.gov.in">www.kolkataporttrust.gov.in</a> and NIC’s CPP Portal for e-Procurement-GePNIC <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> Bidders will have to participate in bidding process through <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> only.
<b>Date and Time for pre-bid meeting (offline)</b>	:	The Pre-Bid Meeting will be held on <b>24.09.2018 at 12:00</b> hrs at Hydraulic Study Department, Kolkata Port Trust, 20 Garden Reach Road, Kolkata – 700 043. The decision/ amendment/ clarification, if any, made in the pre-bid meeting will be published in the website which will be the integral part of the tender and will be binding to all bidders and contractor.
<b>Last date of submission of online e-tender (Techno-Commercial Bid &amp; Price Bid)</b>	:	<b>25-10-2018</b> <b>Submission Up to 14:00 hrs.</b>
<b>Cost of Tender Document (Non-refundable)</b>	:	<b>Rs. 1,770/- (Rupees One Thousand Seven Hundred Seventy Only)</b> including GST

➤ <b>Contact Person / Dealing Officer</b>	:	1. Shri Goutam Mandal, Chief Officer, URRS Falta Email: <a href="mailto:goutam.mandal@kolkataporttrust.gov.in">goutam.mandal@kolkataporttrust.gov.in</a> 2. Shri Sachin Yadav, Executive Engineer Email: <a href="mailto:sachin.yadav@kolkataporttrust.gov.in">sachin.yadav@kolkataporttrust.gov.in</a>
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Details of the Tender & Tender Documents are available in web site of Kolkata Port Trust [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) and of NIC's CPP Portal for e-Procurement-GePNIC [www.eprocure.gov.in](http://www.eprocure.gov.in) and bidders have to participate in bidding process through [www.eprocure.gov.in](http://www.eprocure.gov.in) only.

### **Pre-qualification Criteria**

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

1. Duplicate sealed quotations in two-part system i.e. i) Techno-Commercial Bid with EMD of Rs. 40,000/- (Forty Thousand Only) in separate envelopes and ii) Price Bid are invited from reliable bonafide agencies for Supply, installation on turnkey basis. The following points must be satisfied by the prospective bidders for eligibility criteria:
  - A. Average turnover during the last 3 years ending 31<sup>st</sup> March of the previous financial years should be at least Rs.6.00 Lakh /-(Rupees Six Lakh Only).
  - B. Experience of having successfully completed such type of work during the last 7 years (Seven years) ending last day of month previous to the one in which NIT is invited should be either of the following:
    - a) 3 (Three) similar satisfactorily completed such type of work costing not less than the amount equal to Rs. 8.00 Lakh/- in each occasion or
    - b) 2 (Two) similar satisfactorily completed such type of work costing not less than the amount equal to Rs. 10.0 Lakh/- in each occasion, or
    - c) 1 (One) similar satisfactorily completed such type of work costing not less than the amount equal to Rs. 16.00 Lakh/-

In regard to this Pre-qualification Criteria, the work for which delivery, commissioning of equipments (like echo-sounder or any acoustic hydrological survey equipment) and warranty period has been completed will be considered as completed similar work.

2. Work experience as a sub contractor **shall not be** considered as the requisite qualification.
3. Credential in the form of copies of Letters of Award of works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the above mentioned pre-qualification criteria.

**4. Scan copy of the following documents (as applicable) are to be uploaded:-**

- i) Valid Trade Licence.
- ii) Valid Professional Tax Clearance. Certificate/ up to date tax payment challan.
- iii) Proof of processing valid Employees' Provident Fund (EPF) Account. PF Registration Certificate.
- iv) Proof of being registered with Employees' State Insurance Corporation (ESIC), ESI Registration Certificate.
- v) Credentials in the form of copies of Letters of Award of Works along with corresponding completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- vi) Last three years balance sheet and profit & loss account in support of Annual Financial turnover (**i.e. 2015-2016, 2016-2017 and 2017-2018**) and the same should be audited as per relevant norms wherever required.
- vii) Addendum/ Corrigendum/ Notice/ Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.
- viii) Certified copies of PAN Card.
- ix) Bank Draft/ Pay order etc. regarding EMD & Bid document fee/ NSIC Registration Certificate.
- x) Undertaking stating that " I/ We do hereby declare that I/ We have fully read and understood the entire Tender document, GCC and Addenda/ Corrigendum, if any, downloaded from the instant e-tender (and no other source), and will comply to the said document, GCC and Addenda/ Corrigendum, if any"
- xi) Goods and Service Tax (GST) Registration Certificate.
- xii) Form A duly filled in.
- xiii) Certificate from respective OEM stating that no malicious content exists in the hard ware, software along with certificate to the effect that the offered system is not end of life (EOL) system.
- xiv) Declaration conforming to supply and availability of spares, PCB, accessories etc. for maintenance of the supplied equipment(s) for the comprehensive AMC period and warranty period is to be furnished, otherwise their offer will not be considered.
- xv) Self declaration of the bidder that the Bidding Firm has Not been debarred/ de-listed by any Govt. / Quasi Govt. / Public Sector undertaking in India.
- xvi) Self declaration of the proprietor/ partner(s)/ authorised signatory of the bidding firm (in the case of proprietorship firm/ partnership firm/ limited company, as the case may be) that the bidder is / are not associated with any other firm bidding for the same work.

5. The selected agency will have to give warranty for maintenance of echosounder and accessories for a period of EIGHT years in totality.

## **SCOPE OF WORK:**

**Chief Hydraulic Engineer**, Hydraulic Study Department, Kolkata Port Trust intends to receive offers for Supply, Installation of One no “High Precision Single Frequency Portable Digital Echosounder complying the tendered specification with all accessories for conducting Hydrographic Survey in the lower & upper Estuary. The proposed work will include but not restrict to the following: -

1. Site investigation
2. Supply, installation and commissioning of One no “High Precision Single Frequency Portable Digital Echosounder with all accessories
3. To provide Comprehensive warranty for one year (12 months) including supply of spares and consumables for the warranty period.
4. To provide Comprehensive Annual Maintenance Contract (CAMC) including supply of spares and consumables for period of 7 years from the successful completion of warranty period of 12 months.
5. To provide training to KoPT staff for operation for Two (2) days for operation of the equipment.
6. The digital hydrographic echosounder is to be supplied as per specification mentioned below.

## **SPECIFICATION OF DIGITAL HYDROGRAPHIC ECHOSOUNDER**

1	Transducer Frequency	From 190 to 210 KHz
2.	Depth Range	0.2 mtrs. to 200 mtrs.
3.	Measurement Accuracy	(1 cm $\pm$ 0.1% of Depth ) OR (Depth Range 0-40 m ; Permissible error 2.5 cm Depth Range 40-200 m; Permissible error 5.0 cm)
4.	Resolution	1 cm
5.	Phasing	Automatic/ Manual Change of scale.
6.	Digital Display	Should be capable of displaying every centimeter of depth. Digital Display /Operating Control features can be shown in laptop with requisite software if integrated digital display is not available with the quoted model of echosounder , in such case one DC (12 V) to AC (200V-240V) converter is to supplied with the laptop computer and these will be part of accessories of echosounder.
7.	Unit of Measurement/display	Meters.
8.	Operating Control	Provision should be available to change the settings for the following: <ul style="list-style-type: none"><li>• Draft, Sound Velocity inputs.</li><li>• Gate limits</li></ul>

9.	Calibration	Bar checking facility should be provided for calibration. .
10.	Interfaces	Data protocol as per NMEA standard . Output should be provided as interfaceable to USB Port for survey use with software like Hypack etc.
11.	Software	Necessary window based software for E-chart display and data -logging is to be provided.
12.	Input power supply	Equipment should be capable of working in both with 10 - 30 volt DC (standard) as well as AC supply of 230 volt $\pm$ 0.1%. Reverse polarity and over voltage protection required.
13.	Operating Temperature	0-50° (workable in marine environment).
14.	Sound Velocity Range	1400 – 1600 m/s
15.	Physical Dimension and weight	Should be portable, splash proof and come with a rugged carry-on-case.
16.	Transducer housing	High quality marine grade (316 grade or better) stainless steel over the side stem mount with extension steel pipe of 2 mtrs length. The connecting cable between transducer and the onboard processor unit should go through the connecting pipe and so there should be no gap between the transducer housing and the connecting mounting pipe.
17.	Accessories	All accessories for the operation of the Echo-Sounder including interface/power cable and side mounting brackets/fittings for mounting the transducer etc. should be supplied. The transducer cable length should be minimum 10 metres. Data I/O plug kit must be supplied along with the Echo-Sounder.

N.B : Any other additional feature available with the model for better performance of the echosounder will be accepted.

### **Instruction to Tenderer:**

1. Demonstration of the quoted model of echosounder with all accessories is to be given by the bidder at their risk, responsibilities and costs in the Hooghly Estuary working environment before opening of Price offer as per date fixed by KoPT. The date will be intimated at least fifteen calendar days prior to the date of demonstration KoPT will only provide the launch/ vessel as the case may be on a pre-fixed date. No extension/ deferment of the date will be entertained. Failure to give demonstration on a pre-fixed date may lead to technical disqualification of bid.
2. Details of the technical personnel with qualification who will undertake the CAMC is to be provided as per the proforma on page 27 along with the tender/offer. Any change in this during the contract period is to be informed to KoPT time to time.
3. In the case of a Foreign tenderer, the tenderer should be (if the contract is awarded to them) represented by an agent in India equipped and able to carry out the maintenance, repair and spare parts stocking obligations. But the responsibility should remain with the tenderer/ contractor. In case any Indian bidder quotes the equipment of foreign manufacturer, authorisation certificate of OEM is to be submitted by the bidder mentioning clearly the instant tender number of the referred work.
4. At any time prior to the deadline for submission of tenders, the Chief Hydraulic Engineer may for any reason, whether at its own initiative, or in response to a clarification required by a prospective Tenderer, modify the Tender Documents. The amendment shall be part of the Tender Documents.
5. The prices shall be quoted only in the Indian Currency.
6. The Earnest Money Deposited shall be forfeited :
  - (a) If the tenderer withdraws their offer during the period of tender validity, specified by KoPT.
  - (b) In the case of a successful tenderer, if the Contractor refuse to accept the contract by signing the agreement in accordance with tender condition.
7. The Earnest Money will be released to the unsuccessful bidders without any interest immediately after finalization of the tender. The EMD of the successful bidder will be released after completion of work or submission/deduction of performance security.
8. A pre-bid meeting with prospective bidders will be held at the office of the Chief Hydraulic Engineer, Kolkata Port Trust, 20 Garden Reach Road, Kolkata-700043, at 1200 hrs on 24.09.2018. The bidders or his authorised representative may attend the pre bid meeting for any clarification etc.
9. The last date and time of receipt of the tender is up to 1400 hrs on 25.10.2018. The techno commercial bids will be opened at 1400 hrs on 26.10.2018.

10. The last date of submission of tender will not be extended under any situation.
11. Evaluation will be made as per Bill of Quantities of price bid of the qualified bidders.
12. The Terms and Conditions of E-Tender shall be read in conjunction with the General Conditions of Contract (available in KoPT website ➤ Rules & Regulations➤ Non-service Regulations) and other documents forming part of this Contract wherever the Contract so requires.
13. Kolkata Port Trust is not bound to accept the lowest offer and reserve the right to accept any or reject bid without any reason thereof.
14. The L1 bidder who will be found acceptable techno-commercially will be asked for presenting the original of the submitted / uploaded documents for verification. The bidder must comply it otherwise their bid may be rejected .

## **Special Conditions of Contract:**

### **A. Definitions**

In the General Conditions, Special Conditions, Conditions of Tender, Specifications, Bill of Quantities, Schedule of Rates and Prices, Tender and the Contract Agreement, the following words and expressions shall have the meaning herein assigned to them except where the context otherwise requires :

- (a) Trustees means the Trustees for the Port of Kolkata constituted by Major Port Trust Act, 1966.
- (b) 'Contractor' means the Company, Firm, Person or Persons whose tender has been accepted by the Kolkata Port Trust and includes the Contractor's successors (approved by the Kolkata Port Trust), representatives, heirs, executors and administrators unless excluded by the contract.
- (c) 'Engineer' means and includes the Chief Hydraulic Engineer of the Kolkata Port Trust.
- (d) 'Engineer's Representatives' means the Deputy Chief Hydraulic Engineer Commander /Dy. Director/ Executive Engineer/ Senior Scientific Officer/EIE of the Kolkata Port Trust or any other person or persons to whom the Chief Hydraulic Engineer may delegate his authority in writing.
- (e) 'Work' means the work to be executed in accordance with the contract and includes extra works.
- (f) 'The Contract' means and includes the tender, acceptance of tender, the General Conditions, Special Conditions if; any, conditions of tender, specifications, drawings, priced Bill of Quantities, Kolkata Port Trust's schedule of rates and prices and the Contract Agreement.
- (g) 'Contract Price' means the sum named in the tender subject to such additions thereto or deductions there from as may be; made under; the; provisions hereinafter contained.
- (h) 'Drawings' means the drawings referred to in the specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.
- (i) 'Site' means the lands and other places on, under in or through which the works are to be executed or carried out and any other lands or places, provided by the Kolkata Port Trust for the purposes of the contract.
- (j) 'Month' means English Calendar month.



## **B. Duties & Power of the Engineer**

The Engineer of the contract may authorize his representative to watch and supervise the works and to test and examine any material to be used or workmanship employed in connection with the works. Any written instructions or written approval given by the Chief Hydraulic Engineer or his authorized representative to the Contractor shall bind the Contractor and the Kolkata Port Trust as though it had been given by the Chief Hydraulic Engineer.

## **C. Duties & Power of the Engineer's Representative**

The duties of the Engineer's Representatives are to watch and supervise the works and to test and examine any material to be used or workmanship employed in connection with the works.

## **D. Authority of the Engineer.**

The Contractor shall execute and complete the works under the direction and to the entire satisfaction of the Engineer or his authorized representative and shall comply with the Engineer's or his authorized representative directions on any matter; whatsoever. The Contractor shall take instructions only from the Engineer.

## **1. Use of Contract Documents and Information**

- 1.1 The Contractor shall not, without the Kolkata Port Trust's prior written consent, disclose the contract, or any provisions thereof, or; any specification, drawing pattern, sample or information furnished by for on behalf of the KoPT in connection therewith to any person other than a person employed by the Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.
- 1.2 The Contractor shall not, without the KoPT's prior consent make use of any document or information specified in Clause 1.1 above except for purposes of performing the contract.
- 1.3 Any document, other than the contract itself specified in Clause 1.1. above, shall remain the property of the KoPT and shall be returned (all copies) to the KoPT, on completion of the Contractor's performance under the contract, if so required by the KoPT.

## **2. Country of Origin**

- 2.1 If any component of the work is to be obtained from abroad, the Contractor shall indicate clearly the Country of Origin.
- 2.2. The Contractor shall arrange all clearances and organize actual import. Kolkata Port Trust may provide only an essentiality certificate

### 3. Insurance

3.1 All the services and goods provided under the contract shall be fully insured at the cost of the Contractor to indemnify KoPT against loss or incidental damage upto completion of delivery and acceptance of Single Frequency Portable Digital Echosounder in the manner specified in the conditions of contract. The claim against Insurance Company, if any, is to be settled by the Contractors.

3.2 Without limiting the Contractor's liability as provided under this contract, the Contractor shall procure or ensure that its Sub-Contractors procure such additional insurance cover as specified in the Special Conditions of Contract.

### 4. Preventive Maintenance:

Preventative maintenance for smooth operation i.e. at least one preventive check in every 3 months.

### 5. Documentation:

Operational and technical manual for the quoted model of echosounder is to be provided.

### 6. Onsite Assistance & Training:

On site assistance during entire contract period of warranty and Comprehensive annual maintenance period is to be provided. Training for a period of at least 2 days will be given to nominated personnel of KoPT by the Contractor.

### 7. Completion Certificate:

A Certificate of satisfactory completion of Work will be issued by the KoP.T. on completion of each stage of the work (after completion of warranty period & on completion of seven years CAMC period).

### 8. Warranty Period:

Contractor will have to provide a warranty period of one (1) year from date of acceptance followed by Comprehensive Annual Maintenance Contract (CAMC) of seven (7) years for the supplied equipment. The supplied equipment and accessories during this period will be KoPT's property since handing over to KoPT. The equipment/ system including the defective components must be restored within five (5) working days after reporting of fault during warranty period. Failure to restore the system within specified time, will attract imposition of penalty @1/2 % prorate value for every week or part thereof for non functioning of each set subject to a maximum of 10% of the total cost, excluding the cost of CAMC. Penalty amount will be deducted from the security deposit as mentioned in clause No.9 below OR any subsequent bill during CAMC period.

9. Payment terms:

The 90% payment of the total cost (excluding the cost of CAMC) will be paid after successful installation, commissioning and acceptance of the system in totality by KoPT on submission of bill in quadruplicate along with commissioning certificate and remaining 10% will be paid after satisfactory completion of contract period of eight years (warranty period + CAMC period). However, 100% payment may be released if 10% security deposit in the form of Performance Bank Guarantee (PBG), issued from a nationalised bank having branch at Kolkata, for a period of eight years and claim period of further three month is submitted by the contractor along with the bill as accepted by KoPT. The entire performance Bank Guarantee will be released after satisfactory completion of eight year contract period. The cost of obtaining this or any other Bank Guarantee and/or the revalidation thereof, wherever required, has to be borne by the Contractor and it shall be his sole responsibility to arrange for timely revalidation of such bank guarantee, failing which bank guarantee amount will be deducted from the subsequent CAMC bill and for non-fulfillment of any contractual obligation by the Contractor, the Engineer and/or the Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally.

After successful completion of one year of warranty period, CAMC cost will be paid on half yearly completion of the CAMC on prorate basis i.e. after satisfactory maintenance of every six months period.

The Bill in Quadruplicate is to be submitted to the office of the Chief Hydraulic Engineer, Hydraulic Study Department, Kolkata Port Trust, 20, Garden Reach Road, Kolkata-700 043 giving details of Bank Particulars for payment viz. (i) name of bank (ii) branch name (iii) branch code, (iv) designated account number etc require for on account payment.

10. Time of Completion :

The installation and commissioning of Single Frequency Portable Digital Echosounder will have to be completed in all respect within 45 days from the date of acceptance of the work order failing which specified LD clause for delay in handing over the equipments, shall apply.

11. Liquidated Damages :

In the event of the works not being completed as per clause 10 above, Chief Hydraulic Engineer shall be at liberty (in each such case) to deduct from any sum or money then due or to become due to the Contractor as and for Liquidated Damages @ ½% of the Contract Price (total cost of the equipments and accessories without CAMC cost) per week or pro rata for each day of the week subject to a ceiling of 10% (Ten percent) of the Contract Price (total cost of the equipments and accessories without CAMC cost) . PROVIDED ALWAYS that if the representatives shall certify in writing that such delay or any portion thereof has arisen either in connection with works of the Contractor from a general strike or sectional strike of workmen or other general or sectional disputes of workmen or employers or combinations of workmen and employers or accidental fire or destruction of

the Contractor's works or from Act of God or other causes which in the opinion of the representative were unavoidable and could not be foreseen or overcome by the Contractor then and in such cases the Competent authority shall have power to extend accordingly the time fixed for completion.

12. Comprehensive Annual Maintenance:

The contractor is required to enter into an agreement with Ko.P.T. for the Comprehensive Annual Maintenance of the Single Frequency Portable Digital Echounder, on a turn key basis for a period of at least seven (7) years after warranty period of one year. The equipment/ system including the defective components must be restored within five (5) working days after reporting of fault. Failure to restore the system within specified time, will attract imposition of penalty @ 1/2 % of prorated value of CAMC for the year for every week or part thereof for non functioning of each set, subject to a maximum of 10% of the total value of the CAMC for the year for each non restoration of the fault.

Yearly CAMC payment would be paid half yearly basis i.e. after satisfactory completion of the every six month period.

A declaration conforming to supply and availability of spares, PCB, accessories etc. for maintenance of the supplied equipment(s) for the comprehensive AMC period & warranty period is to be furnished, otherwise their offer will not be considered.

13. Termination of Contract:

If maintenance is found not satisfactory during contract period, the contract will be liable to be terminated with a notice of one month period and Risk purchase clause will be applicable.

14. Custom Charges:

In case any importation is required for any item for executing the contract, the customs duty, clearance charges etc is to be borne by the contractor at their risk, cost and responsibilities.

15. Contract Labour Laws:

The contractor shall be required to comply with the minimum wages Acts 1948, Employees Liability Act, 1938, Industrial Disputed Act, 1947, and The Contract Labour (Regulation and Abolition) Act, 1970, and/ or statutory amendments and the modifications thereof, any other laws relating thereto and the rules made there under from time to time. **Payment to the labourers to be made as per the minimum wage rate fixed by Chief Labour Commissioner (Central) and as per M.W.A. Govt of W.B. whichever is higher and revision from time to time.**

It will be the duty of the contractor to abide by the provisions of the Act. Ordinances, Rules, Regulations, Byelaws and Procedures as are lawfully necessary in the execution of

the works. The contractor will be fully responsible for any delay/ damage etc. And keep the Engineer indemnified against all penalties and liabilities of any kind for non compliance or infringement of such Acts, Ordinances, Rules, Regulations, By-laws and Procedures.

The contractor shall indemnify the KoPT against payment to be made under or for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his subcontractor.

The aforesaid regulations shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a Breach of Contract. It will be obligatory on the part of Contractor to obtain necessary Labour Licence from the Competent Authority for deploying requisite Nos. of labours in the work and submit to the Engineer-In-Charge prior to commencement of the work.

The contractor shall also be required to comply regarding work 'Workmen Compensation Act, 1923 as amended by Amendment Act No.65 of 1976'

In addition to the above, the Personal Injures (compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time are also to be complied by the contractor. The contractor shall take into account all the above said financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.

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 FROM 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.

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.

### **13. 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 photo copy of all payment challans and produce the original for verification to the representative of the principal employer.

### **14. 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 payment of wages Act, 1936
- c) The workman compensation Act, 1923
- d) The employees provident fund Act, 1952.
- e) The contract labour (Regulation and abolition) Act, 1970; Rules 1971.
- f) The equal Remuneration Act 1976.
- g) The employees State Insurance Act, 1948 & Employees State Insurance (Amendment) Act, 1986
- h) Child Labour (Prohibition and Regulation) Act, 1986.
- i) The Maternity Benefits Act, 1961
- j) Interstate Migrant Workmen (Regulation Of Employment & conditions of service ) Act, 1979

### **15. Taxes, Duties:**

**The prices quoted shall be including all statutory levies excluding GST which will be paid extra.**

- Supplier/ Service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- The supplier/ Service provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/ Service provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier/ Service provider and details available with Kolkata Port Trust, then payments to Supplier/ Service provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account and is finally available to Kolkata Port Trust in terms of GST laws and that the credit of GST so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.

- Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the Supplier/ Service provider. Any loss of input tax credit to Kolkata Port Trust for the fault of supplier shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.
- Supplementary invoices/ Debit note/ Credit note for price revisions to enable Kolkata Port Trust to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial year.
- The purchase order/ work order shall be void, if at any point of time you are found to be a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.
- GST as applicable on the amount of liquidated damage as well as other recovery i.e. damage, penalty, land rent, etc. shall be deducted from contractor's bill at applicable rates and the same will not be reimbursed by KoPT.

16. Disparity in quoted rate/ amount:

- (i) A full priced bill of quantities duly totaled shall be submitted with the tender. A price shall be inserted against each item of the bill of quantities and these pieces shall include all manner of labour, material plant tools and all other matters necessary for the execution of the contract in accordance with the general conditions, specifications, drawing, if any, and bill of quantities.
- (ii) If it is found on examination of a tender that there is a discrepancy between the total amount inserted in the bill of the quantities and the amount arrived at by valuing the quantities set out there in and the rates and prices set against them, by the tenderer, calculation for the total amount will be made on the basis of Unit Rates multiplied by quantities. Evaluation of the tender will be done on the basis of the total price thus arrived. The tender must not keep any column/ space blank in any item under BOQ, else the tender is liable for disqualification.

17. Resolution Of Disputes :

- a) The KoPT and the Contractor shall make every effort to resolve amicably by direct negotiation any disagreement dispute arising between them under or in connection with the contract. failing which the matter may be referred to an Arbitrator to be chosen by KoPT from the list of empanelled Arbitrators of KoPT in accordance with Indian Arbitration Act, 1940 or a statutory modification or enactment in force from time to time.

In case of order with Government of India Undertaking, all cases of disputes shall be referred to Bureau of Public Enterprises.

Execution of order shall be continued by supplier during the tendency of arbitration proceeding unless otherwise directed in writing by the Kolkata Port Trust.

- b) The venue for arbitration shall be Kolkata (India).

## 20. Applicable Law

The contract shall be governed by an interpreted in accordance with the laws of the land, i.e. Kolkata, India. All Court cases if arising out of the contract shall be referred to Kolkata High Court at Kolkata.

## 21. Force Majeure

21.1 In the event of the Contractor or any of its Sub-Contractors, or the Kolkata Port Trust is delaying in performing any of its respective obligations under the contract, and such delay is caused by Force Majeure, including war, civil insurrection, fires, floods, epidemics, earthquakes, quarantine restrictions and freight embargoes, such delay may be excused as provided in Clause 7 and the period of such delay may be added to the time of performance of the obligation delayed.

21.2 If a Force Majeure situation arises, the Contractor shall promptly notify the KoPT in writing of such Condition and the cause thereof. Unless otherwise directed by the KoPT in writing, the Contractor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## 22. Contract Language

22.1 The contract shall be in English language and all documentation related hereto will also be in English Language.

22.2 The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

## 23. Risk Purchase

In case of refusal or discontinuance of providing comprehensive annual maintenance contract by the contractor over the entire contractual period after completion of one year warranty period the contractor will be liable to reimburse the cost of Ko. P.T. as may be necessary for carrying out CAMC for the entire period which includes replacement of component / software etc. all inclusive as may be deemed necessary.



## **Form - A**

1. Name of the Contractor/Company:
2. Address of the Registered Office of the Contractor/Company:
3. Name and Designation of the Authorised signatory:
4. Office phone number of the Authorised Signatory:
5. Office fax number of the Authorised signatory:
6. E-mail of the Authorised signatory:
7. PAN Card Number of the Contractor (please attach photocopy of the both sides of the PAN Card):
8. Goods and Service Tax Registration Number (please attach GST Registration certificate).
9. Particular of work experience (one instance only- please attach photocopy):
  - a) Name and address of Client:
  - b) Name of work:
  - c) Value of work:
  - d) Time of commencement and completion of the job:

Authorised Signatory  
(Company Seal)

**FORM – B**

(Please fill in with permanent ink)

**PROFORMA OF LETTER OF ACCEPTANCE OF THE WORK ORDER**

No. \_\_\_\_\_

Date \_\_\_\_\_

To

The Chief Hydraulic Engineer  
Hydraulic Study Department  
Kolkata Port Trust

Sub: Letter of acceptance of the work titled “Supply, installation of one no “High Precision Single Frequency Portable Digital Echosounder with all accessories along with providing Comprehensive Annual Maintenance for seven years after warranty period of one year”

Ref: Your Work Order No. \_\_\_\_\_ dated \_\_\_\_\_

Sir,

I/We agree to carry out the subject work as per terms of the Work Order under reference and in compliance to the Tender stipulations. We will commence the work from \_\_\_\_\_ (date) or as instructed by you/your representative.

Yours faithfully,

Authorised Signatory  
(Company Seal)

**Key Technical Personnel for the Execution of the Project (Warranty + CAMC)**

Sl. No.	Name	Qualification	Experience	Designation	Relevant Experience

Tenderer's Signature: -----

Name: -----

Address: -----

Place: -----

Date: -----

**THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA**

**FORM OF TENDER**

**CONTRACT NO .....**

To

.....  
.....  
.....  
.....

I/We.....  
.....of

.....having  
examined the site of works, inspected the Drawings and read the Specifications, General & Special Conditions of Contract and Conditions of Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rate & prices set out in the annexed Bill of Quantities within .....month/week from the date of order to commence the work and in the event of our tender being accepted in full or in part, I/We also undertake to enter into a Contract Agreement in the Form hereto annexed with such alterations or additions there to which may be necessary to give effect to the acceptance of the Tender and incorporating such specification, Bill of Quantities, Drawings and Special & General Conditions of Contract and I/We hereby agree that until such Contract Agreement is executed the said Specifications, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the Contract.

THE TOTAL AMOUNT OF TENDER RS. ....  
(Repeat in words)

.....

\* I/We require .....days/months preliminary time to arrange and procure the materials required by the work from the date of acceptance of tender before I/We could commence the work.

(\* This should be scored out in the case of Labour Contracts)

I/We have deposited with the Trustees' Financial Adviser & Chief Accounts Officer/Manager (Finance), Haldia Dock Complex vide Receipt No..... of ..... as Earnest Money.

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

Signature of Tender  
(Seal of the Tenderer)

Witness :

Signature : .....

Name : .....

.....

(In block letters)

Address : .....

.....

.....

.....

.....

Occupation : .....

Name of the Tenderer

Dated : .....

Address :

## THE BOARD OF TRUSTEES FOR THE PORT KOLKATA

### FORM OF ARGEEMENT

THIS AGREEMENT made this ..... Day of .....201....between the Board of Trustees for the Port of Kolkata, a body corporate constituted by the Major Port Trust Act, 1963 (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

.....  
(hereinafter called “the Contractor, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives or successors in office) of the other part. WHEREAS the Trustees are desirous that certain Works should be executed/ constructed, viz.....  
and have accepted a Tender/offer by the Contractor for the construction, completion and maintenance of such works NOW THIS AGREEMENT WITNESSTH as follows :

1. In this Agreement works and expressions shall have the same meanings as are respectively assigned to them in General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be \_ read and construed as part of this Agreement viz.
  - (a) The said Tender/offer & the acceptance of tender /offer.
  - (b) The General Conditions of Contract.
  - (c) Special Conditions of Contract (if any).
  - (d) The Conditions of Tender.
  - (e) The Specification.
  - (f) The Bill of Quantities.
  - (g) The Trustees’ Schedule of Rates and Price (if any)
  - (h) All correspondence by which the contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Trustees to execute, construct, complete and maintain the work in conformity in all respects with the provisions of the Contract.
4. The Trustees hereby covenants to pay to the Contractor in consideration of such execution, construction, completion and maintenance of the Works the Contract Prices at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and first above written.

The ..... Seal ..... of  
.....  
.....  
.....

was hereunto affixed in the presence of :

Name :.....

Address:

.....

.....

.....

OR  
**SIGNED SEALED AND DELIVERED**

By the said

.....

In the presence of :

Name :

.....

...

Address

.....

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

Name : .....

Address :

.....

## **Annexure -D**

### **Scanned copy of the following documents (as applicable) are to be uploaded**

1. Valid Trade Licence
2. Valid Professional Tax Clearance Certificate/ up to date tax payment challan.
3. Proof of possessing valid Employees' Provident Fund (EPF) Account. PF Registration Certificate.
4. Proof of being registered with Employees' State Insurance Corporation (ESIC), ESI Registration Certificate.
5. Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
6. Last three years balance sheet and profit & loss account in support of Annual Financial Turnover **(i.e. 2015-2016, 2016-2017 and 2017-2018) and the same should be audited as per relevant norms wherever required.**
7. Addendum/ Corrigendum/ Notice/ Extension Notice and drawing (if any) duly signed by the Bidder under office seal.
8. Certified copies of PAN Card.
9. Bank Draft/ Pay order etc. in favour of KOLKATA PORT TRUST regarding EMD & Bid document fee/ NSIC Registration Certificate.
10. Undertaking stating that "I/ We do hereby declare that I/ We have fully read and understood the entire Tender document, GCC and Addenda/ Corrigendum, if any, downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC and Addenda/ Corrigendum, if any"
11. Goods and Service Tax Registration Certificate.
12. Form A duly filled in.
13. Certificate from respective OEM stating that no malicious content exists in the hardware, Software along with certificate to the effect that the offered system is not end of life (EOL) system.
14. Declaration conforming to supply and availability of spares, PCB, accessories etc. for maintenance of the supplied equipment(s) for the comprehensive AMC period and warranty period.
15. Self declaration of the bidder that the Bidding Firm has Not been debarred/ de-listed by any Govt. / Quasi Govt. / Public Sector undertaking in India.
16. Self declaration of the proprietor/ partner(s)/ authorised signatory of the bidding firm (in the case of proprietorship firm/ partnership firm/ limited company, as the case may be) that the bidder is / are not associated with any other firm bidding for the same work.



Part (II)

**Annexure -E**

**KOLKATA PORT TRUST**

**Hydraulic Study Department**

**BILL OF QUANTITIES (BOQ)**

**E-TENDER FOR** “Supply, installation of One no “High Precision Single Frequency Portable Digital Echosounder with all accessories along with providing Comprehensive Annual Maintenance for seven years after warranty period of one year”

**NIT NO. :** Hyd/12140/821 dated 10.09.2018

Sl.No.	Description	INR (Exclusive of all Taxes & Duties)	Remarks
1.	Unit Price (CIP Kolkata) including all accessories		
2.	Any other item necessary to complete the work		
3.	Cost of Installation, Training for 2 days		
4.	Comprehensive Annual Maintenance Contract for Seven (7) years with year wise break up , after one year free warranty period	1 <sup>st</sup> yr : 2 <sup>nd</sup> yr: 3 <sup>rd</sup> yr 4 <sup>th</sup> yr 5 <sup>th</sup> yr. 6 <sup>th</sup> yr. 7 <sup>th</sup> yr. Total:	
5.	Other taxes and duties (Indian or Foreign), If any, EXCEPT for GST		
6.	Total Cost (1+2+3+4+5 )		

Note:-

1. The above rates will include all taxes and duties except Goods and Service tax and no change will be entertained during the contractual period.
2. Evaluation will be made on the basis of Total Cost as per the BOQ above.
3. All taxes and duties etc., if any, should be clearly mentioned in a separate statement.
4. Goods and Service tax, if applicable, will be paid as extra, at actual.

Seal of Bidder

Signature of Bidder