



**KOLKATA PORT TRUST  
KOLKATA DOCK SYSTEM  
DIRECTOR, MARINE DEPARTMENT  
15, Strand Road, Kolkata – 700 001  
Telephone no. 033-2230 3214, Extn- 375(033-22303451),  
FAX No. 033-22303214, Email: dmd@kolkataporttrust.gov.in  
Website : kolkataporttrust.gov.in**

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**BID DOCUMENT**

**FOR**

**REMOVAL OF THE FOUR MOORING BUOY SYSTEM (VIRTUAL JETTY) FROM SAGAR INCLUDING CHAINS, ANCHORS, SINKERS AND RELAYING TWO OF THEM AT KULPI AFTER REPAIR.**

**Tender No. KoPT/MRN/HMP/MOORING/2018**

**Estimated Cost - Rs.180 Lakh**

***ISSUED BY :***

**DIRECTOR MARINE DEPARTMENT  
KOLKATA PORT TRUST  
15, STRAND ROAD  
KOLKATA-700001**

**SEPTEMBER – 2018**

**Kolkata Port Trust**  
**Marine Department**

**1.0 NOTICE INVITING TENDER :**

<b>Tender No. KoPT/MRN/HMP/MOORING/2018</b>	<b>Dated : SEPTEMBER, 2018.</b>
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Kolkata Port Trust intends to remove three existing mooring buoys with its chains, anchors & sinkers and also retrieve mooring chain, anchors and sinkers of the fourth mooring buoy, all being part of virtual jetty laid in 2004 at Sagar and make the area free of foul ground. Two of the three retrieved mooring buoys to be repaired and re-laid at Kulpi Anchorage with retrieved materials for securing ships as Single Buoy Mooring. Third mooring buoy with surplus accessories to be handed over to Kolkata Port Trust at Kolkata.

**ESTIMATED VALUE OF THE TENDER Rs.180 LAKH.**

**Tenders are invited for the above work from reputed, bonafide and resourceful firms who meet the pre-qualification criteria at Clause 2:-**

**2.0 PRE-QUALIFICATION CRITERIA**

**The Pre-qualification Criteria shall be as follows :-**

- i) Experience of having successfully completed “**similar works**” during the last 7 years ending 30<sup>th</sup> September, 2018 shall be either of the following :-
  - a) 3 (three) similar completed works costing not less than Rs. 72 Lakh each;  
Or
  - b) 2 (two) similar completed works costing not less than Rs. 90 Lakh each;  
Or
  - c) 1 (one) similar completed work costing not less than Rs. 144 Lakh.
  - d) The average annual financial turnover of the firm during the last 3 years ending March 2018 should be at least Rs.54 Lakh.
- ii) “**Similar work**” shall mean experience of laying/repairing mooring buoy system or removing underwater obstruction / impediments or laying / repairing of floating jetties or salvaging of wreck.
- iii) Claims for fulfilling the above criteria must be adequately supported by appropriate documents like Work order, Performance Certificate from clients, Company’s Annual Reports, Audited Balance Sheet and Profit & Loss A/c. for last 3 years (2015-16, 2016-17 & 2017-18).

The bid document may be seen from the Central Public Procurement Portal (CPPP). Corrigenda / addendum or clarification, if any, shall be hosted on the above mentioned website only. The tender is also published on KoPT website ([www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)).

### 3.0 SCHEDULE OF TENDER (SOT)

a) Tender No.	KoPT/MRN/HMP/MOORING/2018
b) Mode of Tender	e-Procurement System (Online Single Part Techno-Commercial Bid and Price Bid through CPP Portal <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ) The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Kolkata Port Trust.
c) Estimated cost	Rs.180 lakh.
d) Earnest Money Deposit	The bidders shall be required to deposit an amount of Rs. 360000 /- (Rupees Three Lac Sixty Thousand) only as 'Earnest Money Deposit' (EMD) payable to "Kolkata Port Trust" as per tender stipulation. The original EMD instrument shall be submitted within 3 (three) days from the closing of online submission of tender.
e) Tender document fee	The intending bidders also should submit the tender document fee of Rs.1770/- (Rupees One Thousand Seven Hundred and Seventy only), including GST to <b>Kolkata Port Trust</b> , separately as per tender stipulation. The original Bank Draft/Bankers Cheque/Pay Order shall be submitted within 3 (Three) days from the closing of online submission of tender.
f) Date of NIT available to parties to download	From 05.10.2018
g) Offline Pre-Bid Meeting date and time	At 1200 hours on 15.10.2018 at KoPT Head Office, 15, Strand Road, Kolkata-700 001 in the room of Director, Marine Department.
h) Last date of physical submission of EMD and Tender Document fee to KoPT	Upto 1400 hours on 31.10.2018.
i) Date of starting of e-tender for submission of online Techno-Commercial Bid & Price Bid at CPP Portal	17.10.2018.
j) Date of Closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	Upto 1400 hours on 29.10.2018. The last date of submission of tender will not be extended under any circumstances.

k) Date and time of opening Techno-Commercial Bid and Price Bid	On 30.10.2018 after 1400 hours.
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**Note :** In the event of any unforeseen closure of work / holiday on any of the above day, the same will be opened / held on the next day without any further notice.

Capt. J.J. Biswas  
Director, Marine Department  
Tender Inviting Authority.

#### 4.0 Important instructions for e-tender

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

##### Contact Persons (Kolkata Port Trust) :-

1) Capt. B. Pakrashi,  
Harbour Master (Port),  
Phone :9836298636;  
E-mail : [hmp@kolkataporttrust.gov.in](mailto:hmp@kolkataporttrust.gov.in)

2) Capt. J. J. Biswas,  
Director, Marine Department  
Phone: 9836298620  
E-mail: [dmd@kolkataporttrust.gov.in](mailto:dmd@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.

## 5.0 TENDER AUTHORITY

Director, Marine Department,

Kolkata Port Trust, 15, Strand Road, Kolkata-700 001

Phone : 033-2230-3451 Extn.375, Telefax: 033-2231-0105

Fax No.033-2230-4901

e-mail : [dmd@kolkataporttrust.gov.in](mailto:dmd@kolkataporttrust.gov.in) / [hmp@kolkataporttrust.gov.in](mailto:hmp@kolkataporttrust.gov.in),

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

## 6.0 INSTRUCTION TO BIDDERS

- 6.1 Tender with supporting documents shall be submitted online as stipulated in the tender.
- 6.2 The bidder before filing and submitting the tender is expected to thoroughly examining the tender documents including all instructions, forms, terms, specifications, schedules failure/omission to furnish the information required by the tender document on submission of a bid which is not substantially responsive to the tender requirement will result in the rejection of such tender.
- 6.3 Mere downloading of tender document shall not mean that a particular bidder will be automatically considered qualified and their bid will be entertained. Such qualifications will be reviewed at the time of evaluation of bids.
- 6.4 In case there is an unscheduled Holiday / Bandh / Strike on the prescribed last date of submission, the next working day will be treated as the scheduled prescribed day for the same.
- 6.5 Tender document (non-transferable) will be available in the website : [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) / CPP Portal. Parties downloading the tender document from KoPT's website should ensure submission of either the receipt from Treasurer, KoPT or Demand Draft towards tender fee, failing which the tender will not be considered.
- 6.6 Kolkata Port Trust reserves the right to reject any / all tenders or to accept any tender in whole or in part without assigning any reason whatsoever.
- 6.7 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 authorisation or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. Kolkata Port Trust may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 6.8 The Bid Document shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be complete and free from ambiguity, change or inter lineation.
- 6.9 Price Bids, containing any sort of qualifying expressions will be rejected.
- 6.10 In the event of Kolkata Port Trust intends to or awards the work against the said bid to the successful bidder, and the bidder fails to commence the work in stipulated time, the **Earnest Money** will be liable for forfeiture.

- 6.11 Kolkata Port Trust reserves the right to ask anyone of the bidders, who have submitted their price quotations, to submit a break-up of the submitted prices with adequate justification to establish for each such component. Bidders to confirm in writing in the form of Tender that should Kolkata Port Trust deem it necessary to ask for such a break up of quoted price, they will be duly bound to provide justification to the same failing which or if their justification of prices are found unacceptable to KOPT, their Tenders may be cancelled by Kolkata Port Trust.
- 6.12 The **General conditions of contract** of KoPT shall be applicable wherever relevant.
- 6.13 The bidders must upload all the documents required as per Pre-qualification criteria and the documents enlisted under techno-commercial bid and Price-bid, failing which the tender shall lead to disqualification. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
- 6.14 Kolkata Port Trust may ask further documents related to experience of similar works if they are not satisfied with the submitted documents. If the work order(s) and Performance Certificate (s) submitted by the bidder are found to be improper, the tender offer will be liable for cancellation.
- 6.15 Bidders shall sign their proposal and all attached documents with the exact name of the firm to whom the bid document has been issued. The bid shall be duly signed and sealed by an authorised executive officer of the bidder's organisation.
- 6.16 Bidders should indicate at the time of quoting against this bid their full postal and Telephone/Telex/E-mail address.

## **7.0 MODE OF SUBMISSION OF BID**

- 7.1 The Tenders are to be submitted online in single part without any deviation and condition.

The bid shall contain the following documents :-

- a) Brief particulars of the firm mentioning company's registration.
- b) Copy of the documents relating to details of similar works previously carried out by the firm with value and period of each work.
- c) Copies of Performance Certificates of previous works carried out.
- d) Copies of Audited Balance Sheet and Profit & Loss A/c. for last 3 years (i.e. 2015-16, 2016-17 & 2017-18).
- e) Photocopy of the Treasury Receipt (TR) of the cost of Bid Document and EMD or original Bank Draft / Bankers Cheque payable to 'Kolkata Port Trust'.
- f) A separate letter addressed to Director, Marine Department confirming that the bidder has accepted all terms and conditions laid down in the Bid Document.
- g) Details of supervision and liaison set up planned to be used for supervision and co-ordination of the work.
- h) Price Bid as per Format in a separate cover.
- i) Form of tender duly filled in Bidder's Letter Head (Format in GCC).

- j) A declaration that the firm has not be debarred/de-listed by any Govt. / Quasi-Govt. / Public Sector Undertakings.
- k) Authentic documents relating to registration under GST Authority and ESI Authority as applicable.
- l) Copy of Current Trade License as applicable.
- m) Copy of Provident Fund Registration as applicable.

In case the firm is not covered under ESI Act, or exempted, they would furnish necessary documents from appropriate authority along with an affidavit in original affirmed before a first Class Judicial Magistrate in a non judicial stamp paper worth Rs.10/- to that effect as per enclosed KoPT approved format enclosed in **Annexure III**. In addition, the bidders not having ESI registration must also indemnify KoPT against all damages and accidents occurring to their labour in a non-judicial stamp paper worth Rs.50/- as per enclosed format (**Annexure IV**).

- n) All forms and format duly filled in as given at Appendixes.
- o) Valid Professional Tax Clearance Certificate/up-to-date tax payment challan.
- p) Authentic Performance Certificate of similar completed previous works carried out mentioning total value of work and period of completed works.
- q) Power of Attorney in original in connection with signing the tender document.
- r) Proof of possessing valid Employees' Provident Fund (EPF) Account. Copy of Current P.F. Statement / PF Registration Certificate.

In case they are exempted under Provident fund act, they would furnish necessary documents issued by appropriate authority along with an affidavit affirmed before a first class Judicial Magistrate to the effect as per enclosed Proforma (**Annexure-V**).

- s) Photo Copy of PAN Card and details of ECS like (i) Name of the Bank with Code No., (ii) Address, (iii) A/C No., (iv) Name of the Branch with MICR Code/IFSC (for outsiders).
- t) Self declaration of compliance of Contract Labour Regulation Abolition Act (1970), Workmen Compensation Act and Minimum wage Act.
- u) Price Bid shall be submitted as per the enclosed format without any condition or deviation in a separate cover.
- v) Micro and Small Enterprises (MSE's) shall submit the following document for availing themselves of waiver of EMD and cost of tender document:-
  - i) Valid NSIC Registration Certificate with list of stores/items/services/works for which registration is issued;

OR

ii) Certificate of District Industries Centre (DIC) or AADHAR based MSME certificate where the categories of firms i.e. Micro or Small is mentioned.



## **UNDERTAKING:**

The bidder shall submit following unconditional undertaking while submitting the bid using digital signature.

**“The bidder has fully read and understood the entire Tender Document, GCC and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC and Addenda.”**

With this there will be no necessity to upload signed bid document and GCC.

**7.1.1 The bidder shall submit the documents as per check list above (Clause 7.1) at the time of submission of bid online.**

**7.1.2 THE DOCUMENTS UPLOADED BY THE BIDDERS WILL BE SCRUTINIZED. IN CASE ANY OF THE INFORMATION FURNISHED BY THE BIDDER IS FOUND TO BE FALSE DURING SCRUTINY, EMD OF THE DEFAULTING BIDDER(S) WILL BE FORFEITED. PUNITIVE ACTION INCLUDING SUSPENSION AND BANNING OF BUSINESS CAN ALSO BE TAKEN AGAINST DEFAULTING BIDDER(S).**

**7.2 (Price Bid) : Price shall be quoted online as per the format without any condition or deviation.**

**7.3 Deadline for submission of tender :**

**The completed tender shall be submitted online within the prescribed date as indicated in the SOT. Further, the last date of submission of the tender will not be extended under any situation.**

## **8.0 OTHER INSTRUCTIONS :**

**8.1 Bidders are advised to submit quotation online based upon Technical Specification, Terms & Conditions, Scope of Work contained in the Bid Documents and General Conditions of Contract (GCC) and not to stipulate any deviation. The General Conditions of Contract of Kolkata Port shall be applicable wherever relevant. The GCC may be downloaded from KoPT website, ‘Homepage - Rule and Regulations - Non-Service Regulation’. Should it, however, become unavoidable, deviations should be suggested during Pre-Bid meeting. KoPT reserves the right to accept or reject the suggested deviations. No deviation from the laid down conditions of the Bid Document is firm unless it is notified by KoPT.**

**8.2 Kolkata Port Trust will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.**

**8.3 The work is to be done as described in Bid-Document. The Bidders who needs clarifications on any specific issue shall inform the Engineer in writing well in advance of the date of Pre-Bid discussion at the address given in the next clause.**

**8.4 The bidders are advised to examine the tender documents carefully and if the bidders find any discrepancy or omission in the Bid Document or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the**

Engineer, who may send a written explanation to the queries. No oral interpretations shall be made by any Bidder as to the meaning, if any, of the provisions of the Bid Documents. Every request for an interpretation shall be in writing, addressed and forwarded to the Engineer who shall be the point of contact at the following address:-

**The Director Marine Department  
Kolkata Port Trust,  
15, Strand Road,  
Kolkata-700 001.**

- 8.5 The bidders may please note that the Kolkata Port Trust will not entertain any correspondence or queries on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Kolkata Port Trust's Offices for making such enquiries. Should Kolkata Port Trust find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by Kolkata Port Trust.
- 8.6 Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder. Kolkata Port Trust may reject, accept or prefer any bid without assigning any reason whatsoever.
- 8.7 Fax / e-mail offers / physical offer will not be considered. Bidders should prepare their bid themselves. Bids prepared by agents will not be recognized. KoPT will not be liable for any financial obligation in connection with any work until such time, KoPT communicates to the successful bidder in writing its decision to entrust the work (covered by the Bid Document).
- 8.8 Amendment of Tender Documents :  
At any time, prior to the deadline for submission of tenders, KoPT may for any reason whether on its own initiative or a response to a clarification requested by a prospective bidder, modify the tender documents by issuance of a addenda, which shall be writing and uploaded in the same websites. Such addenda will form part of their tender. The tender document shall be deemed to be amended only by way of the amendments mentioned above. Any other communication issued to the bidders shall not be constitute to as amendments to the Tender Document.
- 9.0 EARNEST MONEY DEPOSIT (EMD):**
- 9.1 The Bidders shall be required to deposit an amount of Rs. 3,60,000./- (Rupees Three Lac Sixty thousand only) as Earnest Money Deposit [EMD] payable to 'Kolkata Port Trust' by Banker's Cheque or Pay Order or Demand Draft from a nationalised bank payable at Kolkata physically.
- 9.2 Earnest Money of unsuccessful bidders will be refunded within 2 months of opening of Price Bid or on finalization/acceptance of tender, whichever is earlier without interest. Earnest Money Deposit of L-1 bidder will only be encashed. If Price bid cannot be opened for any reason before expiry date of

Earnest Money Instrument, the bidder would be requested to extend the validity of the EMD instrument within the validity period of the offer, failing which the EMD instrument would be encashed. Tender submitted without EMD shall not be considered.

- 9.3 After conclusion of tender process, EMD of successful bidder will be returned without interest after submission of Security Deposit. However, the Contractor may opt for converting the EMD as a part of Security Deposit. In case, the successful bidder fails to accept the contract or fails to submit the Security Deposit, the EMD will be liable for forfeiture.

**9.4 For Micro & Small Enterprise (MSEs) registered with NSIC:-**

Micro & Small Enterprises (MSEs) shall submit the following documents for availing themselves of waiver of EMD and Cost of Tender document:

- i) Valid NSIC registration certificate with list of store/item / services/ works for which registration is issued.
- OR
- ii) Certificate of DSIC or Aadhar based MSME certificate where the categories of firms i.e. Micro or Small is mentioned.

**10.0 SECURITY DEPOSIT:**

- 10.1 Successful Bidder will submit 'Security Deposit' for a sum equivalent to **10%** of the Total Evaluated Price" as mentioned in the Price Bid Format and accepted by KoPT either in Demand Draft or in the form of Bank Guarantee as per enclosed format in favour of "Kolkata Port Trust" from a Nationalised Indian Bank with office at Kolkata to the office of Harbour Master (Port). In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata branch of such bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court. The Security Deposit shall remain valid for 6(six) months after successful completion of the work and will be released thereafter without interest.
- 10.2 KoPT shall encash the Security Deposit in the event of the contractor fails to comply with the conditions of the contract or when the contractor has defaulted for more than 60 days to commence operation at the order of authorized officer or when any amount is to be recovered from the contractor as penalty or deduction and the contractor fails to remit such amount within 30 days after due notice given in this regard.
- 10.3 The Director, Marine Department shall have the right to ask for the extension of the above Demand Draft / Bank Guarantee till such time the contractual obligation are fulfilled and the contractor will be duty bound to extend the same as asked by Director, Marine Department.

- 10.4 KoPT will not be liable for any financial obligation in connection with any work until such time KoPT communicates to the successful bidder in writing his decision to entrust the work (covered by the Bid document).
- 10.5 After the issuance of Letter of Intent, Security Deposit will have to be submitted within 15 (Fifteen) working days. Work Order will be issued immediately after receipt of Security Deposit. The contractor shall mobilize all equipment at site within 30 days of work order and commence the work.

## **11 INSTRUCTION FOR FILLING THE BIDS**

- 11.1 The bid can only be submitted in the name of the bidder.
- 11.2 The bid and any annotations or accompanying documentations shall be in English Language only and in metric system.
- 11.3 The bidders shall sign their proposal and all attached documents with the exact name of the firm who has downloaded the bid document.
- 11.4 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 resolution or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. Kolkata Port Trust may reject outright any bid unsupported by adequate proof of signatory's authority.
- 11.5 The tender shall be completed in all respects and shall be submitted together with requisite information and appendices. It shall be completed free from ambiguity, change or inter-lineation.
- 11.6 Bidder should indicate at the time of quoting against this bid their postal / e-mail address and telephone and fax numbers.
- 11.7 Bidders shall set their quotations online as per BOQ format and without any qualifications.
- 11.8 Price Bids, containing any sort of qualifying expressions will be rejected.
- 11.9 Kolkata Port Trust reserves the right to ask any one of the bidders, who have submitted their price quotations to submit a break-up of the submitted prices with adequate justification to establish for each such component. Bidders shall confirm in writing in the form of Tender that should Kolkata Port Trust deem it necessary to ask for such a break up of quoted price, they will be duty bound to do so as requested to KoPT and they shall be further duty bound to provide justification to the same, failing which or if their justification of prices are found unacceptable to KoPT, their Tender may be cancelled by Kolkata Port Trust.

## **12.0 PRICING OF THE BID**

### **12.1 General**

The Bid shall be quoted in and as per format of Price Bid.

### **12.2 Currency of Quotations**

The bidder shall indicate the prices in Indian Rupees only.

### **12.3 Validity of Price Bid**

The Price Bid shall be valid for acceptance for a minimum period of 180 (one hundred eighty) days from the scheduled date of opening of the Bid).

## **13.0 Duties and Taxes**

### **13.1 GST**

- a) 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.
- b) Suppliers / service providers to confirm that the GST amount charged in invoice is declared in its return and payment of taxes is also made.
- c) The supplier/service provider agrees to comply with all GST laws, including GST acts rules, regulations, procedures, circulars and 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. Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier/Service Provider and details available with Kolkata Port Trust, then payments to retained from due payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account and is finally available to Kolkata Port Trust in terms of GST laws and that the credit of GST so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.
- d) Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to Kolkata Port Trust for the fault of supplier shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.
- e) Supplementary invoices/Debit note/credit note for price revisions to enable Kolkata Port Trust to claim tax benefit on the same shall be issued by Contractor for a particular year before September of the succeeding Financial Year.

- f) The purchase order/work order shall be void, if at any point of time Contractor is found to a black listed dealer as per GSTN rating system and further no payment shall be entertained.
- g) If any new taxes and duties, increase in existing taxes and duties are imposed by the Central/State Government and is applicable in this contract, these shall be paid by the Trustees in addition as the same are not included in the quoted rates.

#### **14.0 Mobilization & De Mobilization**

No mobilization and de-mobilization charges will be payable separately. Bidders should include such cost in the Lump sum charge quoted in the price bid.

#### **15.0 Duration of the contract.**

On issuance of work order the Contractor shall mobilize all equipment, accessories and manpower at site and commence work within 30 days. The work is to be completed within ninety days of placement of work order.

#### **16.0 Liquidated damages**

In case the work cannot be completed within 90 days of placement of work order, liquidated damages equivalent to 0.5% of the accepted offer would be imposed for every week or part thereof for the delay. Provided that the amount of such compensation shall not exceed 10% of the value of work.

#### **17.0 Interpretation of Terms**

In the Contract and specifications the following works and expressions shall have the following meanings.

'THE TRUSTEES' - The expression "THE TRUSTEES" means the Board of Trustees of the Port of Kolkata.

*The "CHAIRMAN" means the Chairman of the Board and includes the person appointed to act in his place under Section 14 & 14A of the Major Port Trust Acts, 1963.*

*The 'Deputy Chairman' Kolkata means the Dy. Chairman, KDS, or as the case may be, a Deputy Chairman of a Board and includes the person appointed to act in his place under Section 14 of the Major Port Trust Act 1963.*

"THE DIRECTOR MARINE DEPARTMENT" - The expression "The Director, Marine Department" means the office holding that post under the Trustees and includes his successors in office.

"THE ENGINEER" - The expression "The Engineer" means the Director, Marine Department, for the purpose of this contract only.

"THE ENGINEER'S REPRESENTATIVE": The expression "The Representative" means any officer or person from time to time deputed by the Trustees or Director Marine Department to act on their behalf for the purpose of this contract.

“THE HARBOUR MASTER (PORT)” : The expression “Harbour Master Port” means the officer appointed by Kolkata Port and holding the post under the Trustees.

*The “CONTRACTOR” shall mean the person or persons, firm or company or corporation or joint venture whose bid has been accepted by OWNER and includes the CONTRACTOR’S Legal Representatives, his successors and permitted Assigns.*

“MONTH”- Means English Calendar month

“LETTER OF INTENT” “Letter of Intent” means the formal acceptance by KoPT of the tender

“TENDER” “Tender means the Contractor’s priced offer to KoPT for the execution and completion of the works and the remedying of any defects therein in accordance with the provisions of the contract, as accepted by the Letter of Intent.

The Director, Marine Department from time to time may authorize any person in writing, a copy of which is to be forwarded to the contractors, any person or persons to be named by him on his behalf to exercise his powers, authorities and directions under this contract as he may think fit and proper and the contractor shall recognize, honour and give necessary assistance to such authorities in all respects.

***N.B : The information being provided in the Tender document do not relieve the Bidders from carrying out the works to suit the specified needs. The Bidder shall inspect the site and may conduct trials at their own cost and risk and use any and every other method to ensure the adequacy of their offer.***

## SPECIAL CONDITIONS OF CONTRACT & SCOPE OF WORK

### GENERAL

The provisions of the Special Conditions of Contract and 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 and Technical Specifications, as are not possible of being reconciled with the provisions of General Conditions of Contract.

### 18.0 PREAMBLE

- 18.1 A four Mooring Buoy system (Virtual Jetty) was laid at Sagar Anchorage. The coordinates of the four mooring buoys ( Everest Spheroid ) at the time of laying the system in 2004 were as follows:

**Ebb Outer Buoy     21°38' 56.6"N**  
**88°02' 07.1"E**

**Ebb Inner Buoy     21°38' 57.3"N**  
**88°02' 10.0"E**

**Flood Outer Buoy   21°38' 44.8"N**  
**88°02' 08.7"E**

**Flood Inner Buoy   21°38' 45.0"N**  
**88°02' 11.2"E**

The buoys were laid with chain, anchors, sinkers and other accessories so as to berth large vessels. Position of Mooring Buoys is at **Annexure VI** and Mooring arrangements are at **Annexure VII**.

- 18.2 As per records, each mooring buoy of approx. diameter 7.0 m and weighing approx 30 tons was laid with three legs. Each leg comprised :

- a) 1 concrete sinker of 10 tons each.
- b) 1 No. Triplet (load test 660 tmt).
- c) 2 Nos. 7.5 tons anchors.
- d) Sizes of chains are 117 mtrs. (short piece of 8 mtrs. each) and 68 mm of 275 mtrs. each).
- e) Kenters joining shackles - 6 Nos.
- f) Each buoy is attached with 3 Nos. Pelican Hooks (SWL - 125 T / PF - 156.25).



Mooring arrangement for each mooring buoy (**Annexure-VIII**) and layout arrangement of Sinkers and Anchors at Virtual jetty (**Annexure-IX**).

- 18.3 Whereas three Mooring Buoys are still in afloat condition with all its mooring materials attached to the buoy, one mooring buoy has been detached and all the mooring materials embedded in the ground.

#### **19.0 Scope of Work**

- 19.1 Primary objective of the work is to remove or materials from the river at Sagar and make it free from all impediments / obstructions so as to allow safe anchoring by large sea-going vessels in the area.
- 19.2 Mobilize necessary equipments including floating crafts / barges / cranes, adequate skilled manpower, diving team, equipment for underwater inspection and survey.
- 19.3 The work will primarily comprise but not limited to the following :-
- a) Locate the embedded anchor chain and all mooring accessories of the detached buoy through appropriate means.
  - b) Remove the detached mooring chain, anchor, sinker and all other accessories lying on the riverbed.
- 19.4 Remove the remaining three mooring buoy system along with all mooring materials.
- 19.5 Two of the mooring buoys to be cleaned, chipped and painted. Ultrasonic gauging of the buoy would be necessary and plates to be renewed wherever the thickness is less than 25% as compared to original thickness.
- 19.6 The pelican quick release hooks (total six nos. in two buoys) to be repaired, made free for use or renewed as necessary for safe berthing of the sea-going vessels.
- 19.7 Two nos. mooring buoys to be relaid at Kulpi anchorage about 6 miles south of Diamond Harbour at a pre-determined position (approx. Lat 22°06'30"N, Long 88°12'42"E and Lat 22°06'00"N Long 88°12'50"E, co-ordinates in WGS 84) for single buoy mooring with two flood legs and two ebb legs for each mooring buoy. Position indicated in the plan at **Annexure-X**. The flood and ebb legs would consist of three shackles of chain each i.e. twelve shackles with four anchors of seven tonnes for each buoy so as to use each of them as single mooring buoy for tying of large sea-going vessels in all states of tide.
- 19.8 Remaining buoys, anchor, anchor chain and all other accessories, as retrieved from Sagar, to be handed over to KoPT at Tucktaghat / Khidderpore Docks.
- 19.9 The responsibility of retrieving the buoys and all embedded mooring accessories including anchor, chain, sinker etc. lying on the riverbed and making the area free from all underwater obstructions as well as successful execution of all the works under 'Scope of Work' will lie solely with the Contractor.

- 19.10 The Contractor will be required to produce acceptable evidence in support of the claim that the virtual jetty area at Sagar is free from all obstructions / impediments. Decision of the Engineer in this regard will be final and binding on the Contractor.
- 19.11 The Contractor will remain the custodian of all the materials retrieved from the virtual jetty site at Sagar till successful completion of the work.
- 19.12 All transportation costs towards men and material for carrying out the work is the responsibility of the contractor and men deployed are contractor's liabilities.
- 19.13 'D' type rubber fender of 2 mtrs. length and 0.4 mtrs. diameter to be fitted all around body of the mooring buoy in a diagonal manner on the two single mooring buoys to be laid at Kulpi.

## **20. KOPT's Responsibilities:-**

KoPT will provide free access to its berth at KPD or any other suitable location for equipping the barges suitably and safe keeping of surplus mooring buoy, Anchor, chain, sinker retrieved from Sagar either at Tuckta Ghat or at KPD.

## **21. Payment:**

- 21.1 Clearing of the foul ground at Sagar and making it suitable for safe anchoring by large sea-going vessels is the primary objective of this tender. Therefore, the Contractor will not be eligible for any payment till the above objective is achieved.

### **Payment Schedule :**

- 21.2 No payment will accrue to the Contractor till such time all the buoys, accessories, anchor, chain and sinkers have been removed from the Virtual Jetty site at Sagar and the area has been made free from all underwater obstruction / impediment for safe anchoring of large sea-going vessels. On ascertaining the above, 60% of total accepted price will be released.
- 21.3 Balance 30% will be released after two of the mooring buoys are repaired and relaid in the designated locations in the manner, prescribed by KoPT.
- 21.4 Balance 10% will be released on successful trial of tying up of ships at Kulpi Anchorage or after six months of commissioning the mooring, whichever is earlier.
- 21.5 The Contractor will submit bills for each stage payment as appropriate and KoPT will pay the same within 45 days of receipt of correct and authentic bills through ECS.

GST as applicable would also be imposed on penalties on the contractor.

After receiving Work Order from KOPT, the successful bidder must submit their Bank Account No. with [E.C.S.](#) facilities within 15 days from the date of issuance of Work Order to facilitate payment to the contractor by KOPT through bank.

## **22.0 Evaluation and comparison of bids**

- 22.1 Kolkata Port Trust's decision in this regard shall be final and binding on the bidder. Kolkata Port Trust may not accept the price part of the offer of the bidders whose technical and commercial aspect of the proposal is not acceptable or incomplete.
- 22.2 The Bids received and accepted will be evaluated by method indicated in the Format of Price Bid.

## **23. Bid Opening**

- 23.1 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.
- 23.2 Price Bid of only those Bidders, whose Technical and commercial proposals are complete and acceptable, shall be opened on the scheduled date or a suitable date to be intimated later.

## **24. Signing of the contract.**

On issuance of work order to the successful bidder, the contractor shall arrange the barge, crane and all other equipments as may be required for the work at working site within 30 days for the operation. The successful bidder will have to make arrangements for signing a formal agreement with Kolkata Port Trust on a non-judicial Stamp paper of Rs. 50/- as per enclosed format at **Annexure-I** immediately after issuance of work order.

- 25. **Insurance :** The barge, crane and all other equipments as may be used by the Contractor must be insured with any reputed Indian Insurance company in the following manner:-

- a. The hull, machinery and 3<sup>rd</sup> party liability.
- b. Insurance Coverage of Wreck removal in case any of the equipments are wrecked. Further, the contractor will be required to submit an undertaking that he will remove the wreck at their own cost and risk in case of wreck of their equipments within Kolkata Port jurisdiction.

All persons deployed by the contractor on board the barges, crane etc used during the 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 work or otherwise.

## **26 Termination of Contract**

- 26.1 Without being liable for any compensation to the contractor, the Trustee may in their absolute discretion, terminate the contract after giving a notice in writing due to occurrence of any of the following reasons and decision of the Trustees" in this respect, as communicated by the Engineer, shall be final and conclusive.
- a) The contractor has abandoned the contract.
  - b) In the opinion of the engineer, either the progress performance of work is not satisfactory or the work is not likely to be completed within the agreed period and terms and conditions on account of contractor's lapses.
  - c) The contractor has failed to commence the work or has without any lawful excuse under this condition has kept the work suspended for at least fifteen days despite receiving the Engineers or his representative written notice to proceed with the work.
  - d) The contractor is not executing the work in accordance with the contract/ scope of work or is persistently or flagrantly neglecting to carry out his obligations under the contract.
  - e) Any bribe commission, gift or advantage is given promised or offered by or on behalf of the contractor to any officer, servant or representatives of the Trustees" or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
  - f) The contractor is adjudged insolvent or enters into composition with his creditors or been a company goes into liquidation either compulsorily or voluntarily.
  - g) KoPT, at its sole discretion may terminate the contract if the contractor fails to commence the work even after sixty days on issuance of the Work Order.
- 26.2 In all such cases of Termination of work, the Trustees shall have the power to complete the work through any other agency at the contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor had he duly completed the whole of the work in accordance with the contact.
- 26.3 The Engineer's decision in all such cases shall be final, binding and conclusive.
- 26.4 The Trustees shall have the power to retain all money due to the contractor until the work is completed by other agency and the contractor's liabilities to the Trustees and known in all respect.

## **27. FORCE MAJEURE**

In the event of either party being rendered unable to perform any obligation under the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure events last. The cost and loss sustained by either party shall be borne by respective parties. The term force majeure employed herein shall mean act of God, war (declared or not), riots, civil commotion, fire, accident, sabotage, natural calamities, plague, quarantine, import or export embargoes, restraints imposed by government or change in govt. policies subsequent to hire or any happening affecting the performance by either party it's obligations under this charter which the party cannot reasonably prevent or control against.

## **28. Law of the Land**

All relevant rules and regulations regarding Trade Union, Labour, Marine and Pollution Control have to be complied by the contractor at their own cost. KoPT shall be at liberty to deduct appropriate amount from the pending bills of the contractor in case the contractor fails to comply with the relevant rules and regulations and the consequential damages are to be borne by KoPT.

## **29. Compliance of relevant Acts, Ordinances etc.**

The contractor should comply with all relevant acts and laws including the Minimum Wages Act, 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947, Employees State Insurance Act (if applicable), workmen compensation and the Contract Labour (Regulation & Abolition) Act, 1970, the payment of Bonus Act, 1965 or statutory amendment and the modifications thereof or any other laws relating thereto and the rules made thereunder, from time to time.

It will be the duty of the contractor to abide by all the provisions of the Acts, Ordinances, Rules, Regulations, By-laws, procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay, damage, etc. on his part and shall keep KoPT indemnified against all penalties and liabilities of any kind for non-compliance or infringement of any kind, any such Act, Ordinances, Rules, Regulations, By-laws and Procedures etc. The contractor shall indemnify KoPT against payment to be made under or for the observance of the aforesaid Acts, Ordinances, Rules, Regulations, By-laws and Procedures, without prejudice to his right to claim indemnity from his Sub-contractors.

The aforesaid Acts, Ordinances, Rules, Regulations, By-laws and Procedures shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

## **30. INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION**

- 30.1 In all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract, the decision of the Engineer shall be final binding on all parties to the contract and shall forthwith be given effect to by the Contractor.
- 30.2 If the Contractor is dissatisfied with any such decision of the Engineer/his representative, he shall within 15 days after receiving notice of such award/ Decision, requires that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.
- 30.3 If there is still no settlement as mentioned at Clauses - 30.1 & 30.2, 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.

- 30.4 Notwithstanding anything contained herein above, Employer also reserve the right to invoke arbitration in all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract etc.
- 30.5 The place / jurisdiction of arbitration shall be in Kolkata, West Bengal, India.
- 30.6 The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid equally by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the successful Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the Party.
- 30.7 Pending the submission of and / or decision on a dispute, difference or claim or until the arbitral award is published, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.
- 30.8 The request for arbitration, the answer to the request, the terms of reference, any written submission, any order and ruling shall be in English language and if oral hearings take place, English shall be the language to be used in the hearing.
- 30.9 Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

### **31.0 DISPUTES, IF ANY :-**

a) The Contractor shall have to raise disputes or differences of any kind whatsoever, in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.

b) No dispute or difference on any matter whatsoever pertaining to the contract can be raised by the Contractor after submission of certificate in form G.C.3 by him.

c) Contractor's claim/dispute raised beyond the time limits prescribed in Sub-clauses (a) & (b) herein above, shall not be entertained by the Engineer and / or by any Arbitrator, subsequently.

**32. POLICE VERIFICATION CERTIFICATE**

The successful contractor will be required to submit local Police Verification certificate for all its employees engaged in the operation for the work.

**33. List of enclosed formats**

Format of Price Bid.

Form of Tender.

Format of Agreement.

Performance Bond/Bank Guarantee/Security Deposit.

Format of affidavit for ESI exemption.

Format of affidavit for Provident Fund exemption.

**BILL OF QUANTITIES****PREAMBLE TO BILL OF QUANTITIES****34.0 GENERAL :**

- 34.1 The price quoted must be read with the instructions to the bidder, General Conditions of Contract & Special Conditions of Contract & Scope of Work and the bidder is deemed to have examined and to have thoroughly acquainted himself with the detailed scope of work and the way in which it is to be carried out.
- 34.2 The Bidder shall be bound to carry out the work at the accepted rates and shall not be entitled to any additional claim or compensation whatsoever.
- 34.3 The rates quoted shall be in both figures and words and that in words shall prevail.

**35.0 FORMAT OF PRICE BID**

**Lump sum cost of carrying out the work as specified in the Scope of Work at**  
**Clause-19 = Rs..... (Rupees in words) .....**

***Note:-***

1. Charges shall be quoted excluding GST, which would be paid extra at actual on submission of GST Invoice and proper uploading of the same in the GST in website.
2. GST will not be considered for the purpose of evaluation.



**FORMAT OF AGREEMENT**  
**(on Rs. 50/- STAMP PAPER)**

This agreement made on the .....day of .....2018 between the Board of Trustees of the Port of Kolkata, a Body Corporate constituted by the Major Port Trust Act 1963 (No.38 of 1963), having its Head Office at 15, Strand Road, Kolkata – 700001, herein after 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 .....hereafter called the “Contractor” (which expression shall unless excluded by or repugnant to the context, be deemed to include its assignees or successors in office) on the other part.

**WHEREAS THE** Trustees are desirous of removal of four mooring buoy system (Virtual Jetty) from Sagar including chains, anchors, sinkers and relaying two of them at Kulpi after repair including the works specified in the Scope of Work should be carried out by the Contractor in satisfactory manner and the Contractor has accepted the tender for the said work.

**NOW THIS AGREEMENT WITNESSTH 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 the terms and conditions finalised as per terms and conditions finalised 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 documents 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 correspondence 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 payment to be made by the Trustees to the contractor as hereinafter mentioned, the contractor hereby covenants with the Trustees to execute the work of removal of four mooring buoy system (Virtual Jetty) from Sagar including chains, anchors, sinkers and relaying two of them at Kulpi after repair including the works specified in the Scope of Work as per duration of contract from the date of commencement of work in conformity in all respects with the provisions of the contract.
4. The Trustees hereby covenants to pay the contractor in consideration of the satisfactory Execution of the contract as per contract price and payment schedule at the times and in the manner prescribed in the contract.

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

The common seal of the Trustees for the  
 Port of Kolkata was hereunto affixed in the  
 Presence of Authorised Signature of

DIRECTOR MARINE DEPARTMENT

Authorised Signature of the Contractor

Common Seal of the Contractor.

**Witness**

1. ....
2. ....

**PROFORMA OF BANK GUARANTEE  
(PERFORMANCE BOND)**

(In lieu of Cash Security Deposit, to be issued by the Kolkata/Haldia Branch, as the case may be, of any Nationalised Bank of India on Non-Judicial Stamp Paper worth Rs.50/-) or as decided by the Engineer/Legal Adviser of the Trustees)

To

The Board of Trustees for the Port of Kolkata

BANK GUARANTEE NO.....DATE

Name of issuing Bank .....

Name of Branch.....

Address.....

In consideration of the Board of Trustees of the Port of Kolkata, a body corporate duly constituted under the Major Port Act, 1963 (Act 38 of 1963), having agreed to exempt.....a proprietary/Partnership/Limited/Registered Company, having its Registered Office at .....(hereinafter referred to as “The Contractor”) from cash payment of Security Deposit/payment of Security Deposit through deduction from the Contractors’ bills under the terms and conditions of a contract made between the Trustees and the Contractor for .....(write the name of the work as per Work Order) in terms of the Work Order No.....dt.....(hereinafter referred to as “the said contract”), for the due fulfilment by the Contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs.....(Rupees.....), we ..... Bank..... Branch, do on the advise of the Contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs.....(Rupees.....), we .....Bank..... Branch, further agree that if a written demand is made by the Trustees through any of its official for honouring the Bank Guarantee constituted by these presents, we, ..... Bank.....Branch, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c, Payee Banker’s Cheque drawn in favour of “Kolkata Port Trust” without any demur. Even if there be any dispute between the Contractor and the Trustees, this would be no ground for us.....(Name of Bank).....Branch, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that, we, .....Bank.....Branch, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We, .....Bank.....Branch, further agree that mere demand by the Trustees at any time and in the manner aforesaid, is sufficient for us .....Bank.....Branch, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the contractor and no protest by the Contractor, made either directly or indirectly or through Court, can be valid ground for us.....Bank.....Branch, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. We,.....Bank.....Branch,  
further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees satisfy that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive off.....days of..... and subject also to the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6(six) calendar months from the expiry of the aforesaid validity period upto.....or any extension thereof made by us.....Bank.....Branch, in further extending the said validity period of these Bank Guarantee on non-judicial Stamp Paper of appropriate value as required/determined by the Trustees, only on a written request by the Trustees to the Contractor for such extension of validity of this Bank Guarantee.
4. We, .....Bank.....Branch,  
further agree that , without our consent and without affecting in any manner our obligation hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said contract to extend the time for full performance of the said contract including fulfilling all obligations under the said contractor to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the contractor and to forebear or enforce any of the terms and conditions relating to the said contract and we,.....Bank.....Branch, shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any forbearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the Contractor or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect or so relieving us .....Bank.....Branch.
5. We,.....Bank.....Branch lastly undertake not to revoke this Bank Guarantee during it's currency except with the previous consent of the Trustees in writing.

SIGNATURE.....

NAME.....

DESIGNATION.....

(only constituted attorney for and on behalf of )

BANK.....

BRANCH.....(OFFICIAL SEAL OF THE BANK)

## FORMAT OF AFFIDAVIT FOR ESI EXEMPTION

(On the Rupees Ten Non judicial stamp paper)

BEFORE THE 1<sup>ST</sup> CLASS MAJISTRATE AT .....  
AFFIDAVIT

I..... son of .....aged about ..... year, by faith .....,by occupation ..... Residing at ....., do hereby solemnly affirm and declare as follows:-

THAT I am the proprietor /Partner of ..... having office at .....  
..... And carrying on business on the said name and style.

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

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

3. That the present affidavit is to be files before the Kolkata Port Trust as per the clause No.... of the tender No..... issued by 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**

(On Rs. 50/- (Rupees Fifty) Non Judicial stamp paper)

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

WHEREAS , the said Kolkata Port Trust had asked the every tenderer, who is not covered under E.S.I. Act or exempted to furnish an Indemnity bond in favour of Marine Department , Kolkata Port Trust against all damages and accidents to the labourer tenderer/contractor.

NOW THIS BOND OF INDEMNITY WITNESSETH THAT the tenderer /contractor named herein above shall indemnify the Kolkata Port Trust against all damages and accidents occurring to the labourers of the tenderer/ Contractor as demanded by the Kolkata Port Trust and which shall be legal and /or claimed by the Kolkata Port Trust during the execution of the work stated in the NIT No..... of .....

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

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

Sureties:

Signature of the Indemnifier

a) Name :

Signature :

Address :

b) Name :

Signature :

Address :

c) Witnesses

Name :

Signature :

Address :

**FORMAT OF AFFIDAVIT FOR PROVIDENT FUND EXEMPTION ON THE RUPEES TEN  
NON-JUDICIAL STAMP PAPER**

BEFORE THE 1<sup>ST</sup> CLASS JUDICIAL MAGISTRATE AT.....

**AFFIDAVIT**

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

1. THAT I am the Proprietor/Partner/Director.....having office at  
.....and carrying on business on the same name and style.

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

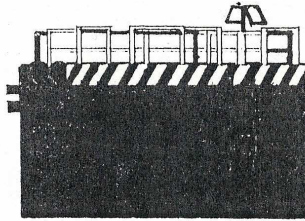
2. THAT my aforesaid Firm is exempted from Provident Fund Act and the said Firm has no valid Provident Fund Registration. In support of this statement copy of **exemption certificate** issued by provident fund authority is attached herewith.
3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the clause no..... of the Tender vide Tender No. ....  
.....issued by the Kolkata Port Trust in respect of the work (the work is to be mentioned).

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

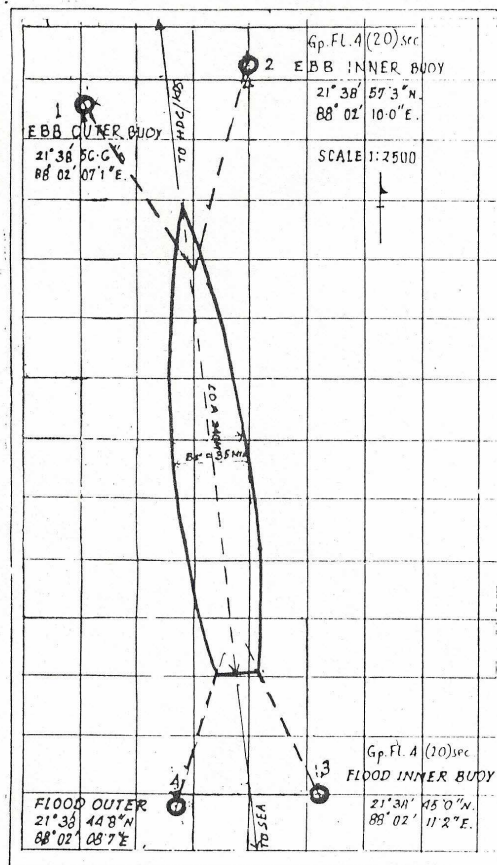
Identified by:.....

Deponent

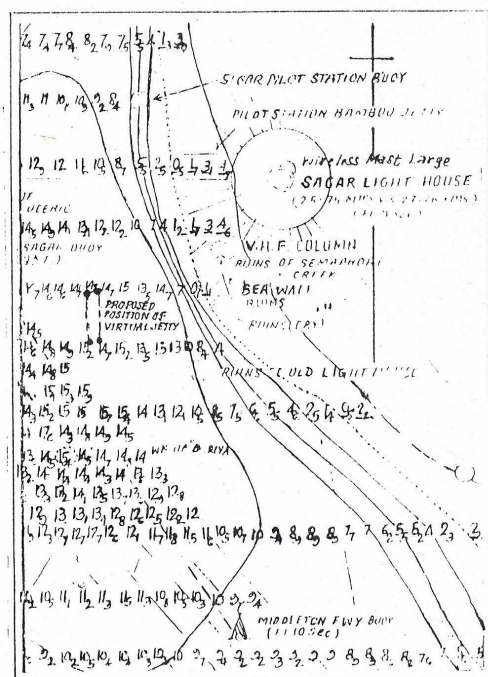
# VIRTUAL JETTY AT SAGAR.



SKETCH OF ONE OF THE MOORING BUOYS



SKETCH PLAN OF A SHIP LYING SECURED IN VIRTUAL JETTY, IN SAGAR ROADS

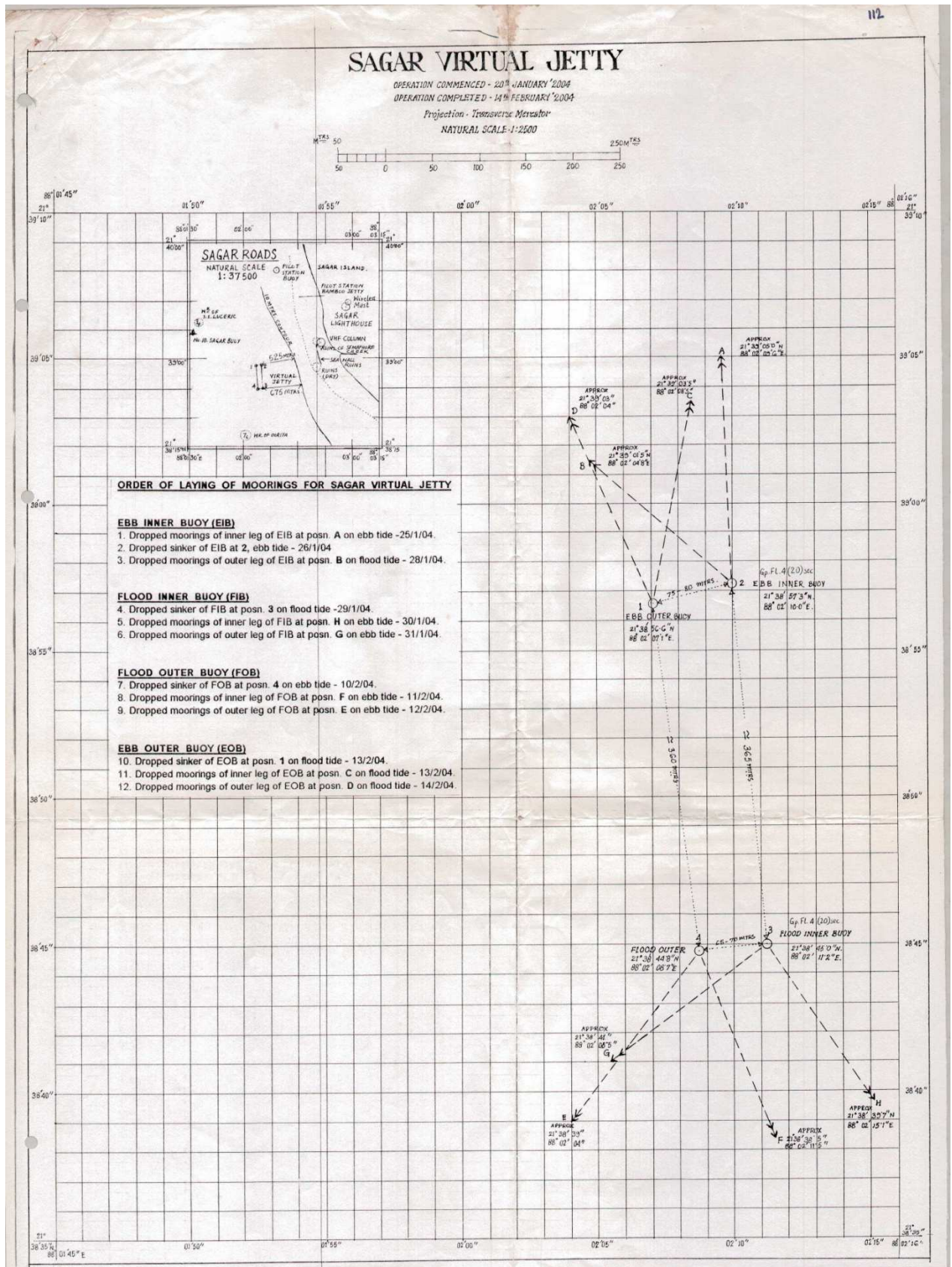


LOCATION OF VIRTUAL JETTY AT SAGAR ROADS  
SURVEYED - DECEMBER '2003  
NATURAL SCALE - 1:37500



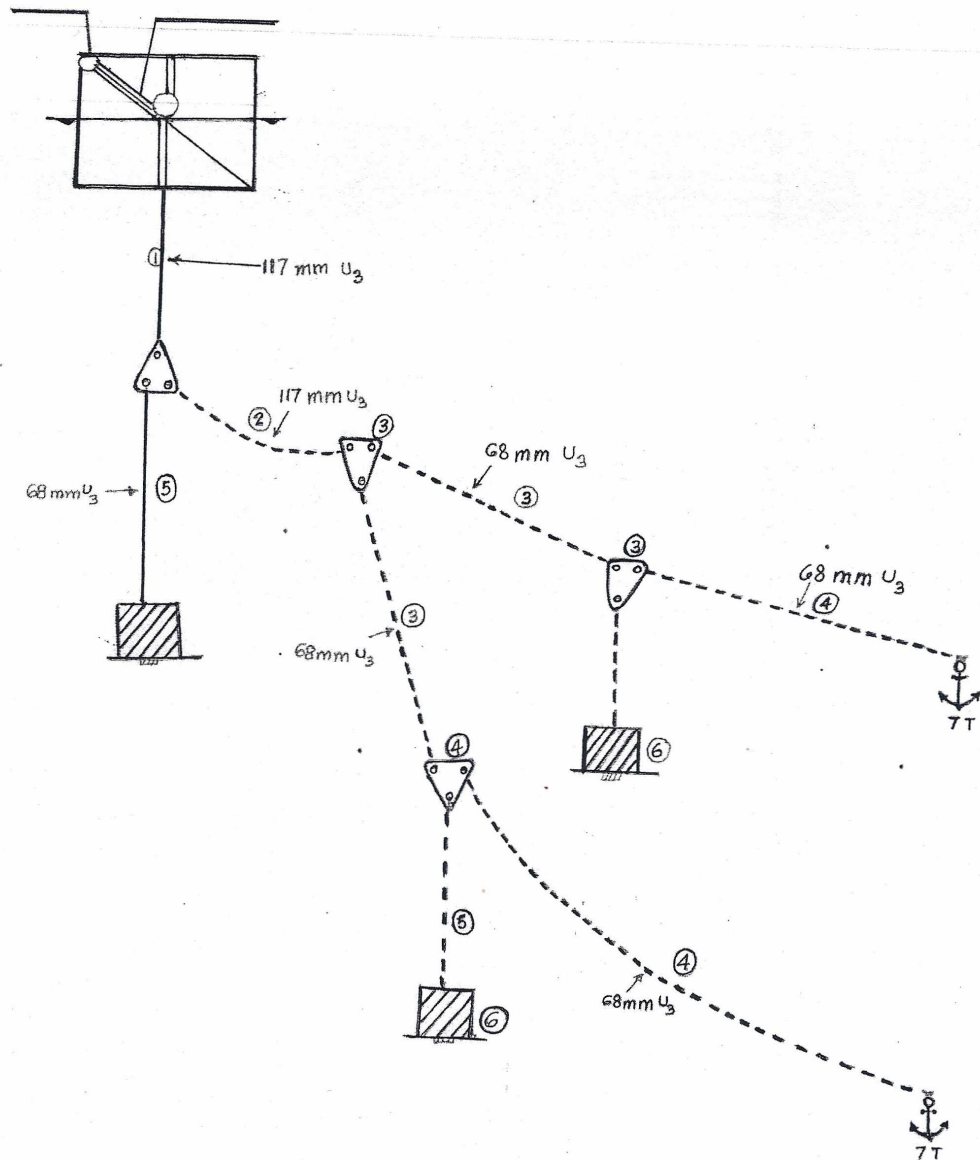
# MOORING ARRANGEMENT FOR SAGAR VIRTUAL JETTY

Annexure - VII





**MOORING ARRANGEMENT SCHEMATIC (FOR EACH BUOY)**



VIRTUAL JETTY AT SAGAR  
SKETCH SHOWING LAYOUT ARRANGEMENTS  
OF  
SINKERS AND ANCHORS

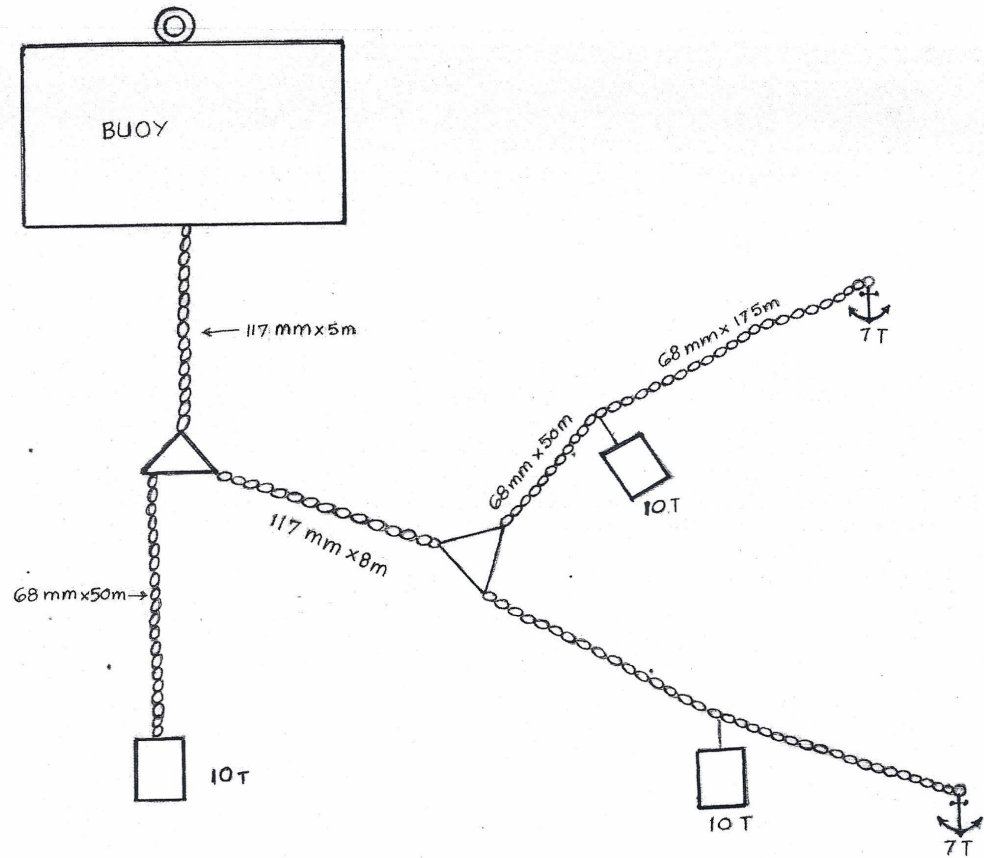
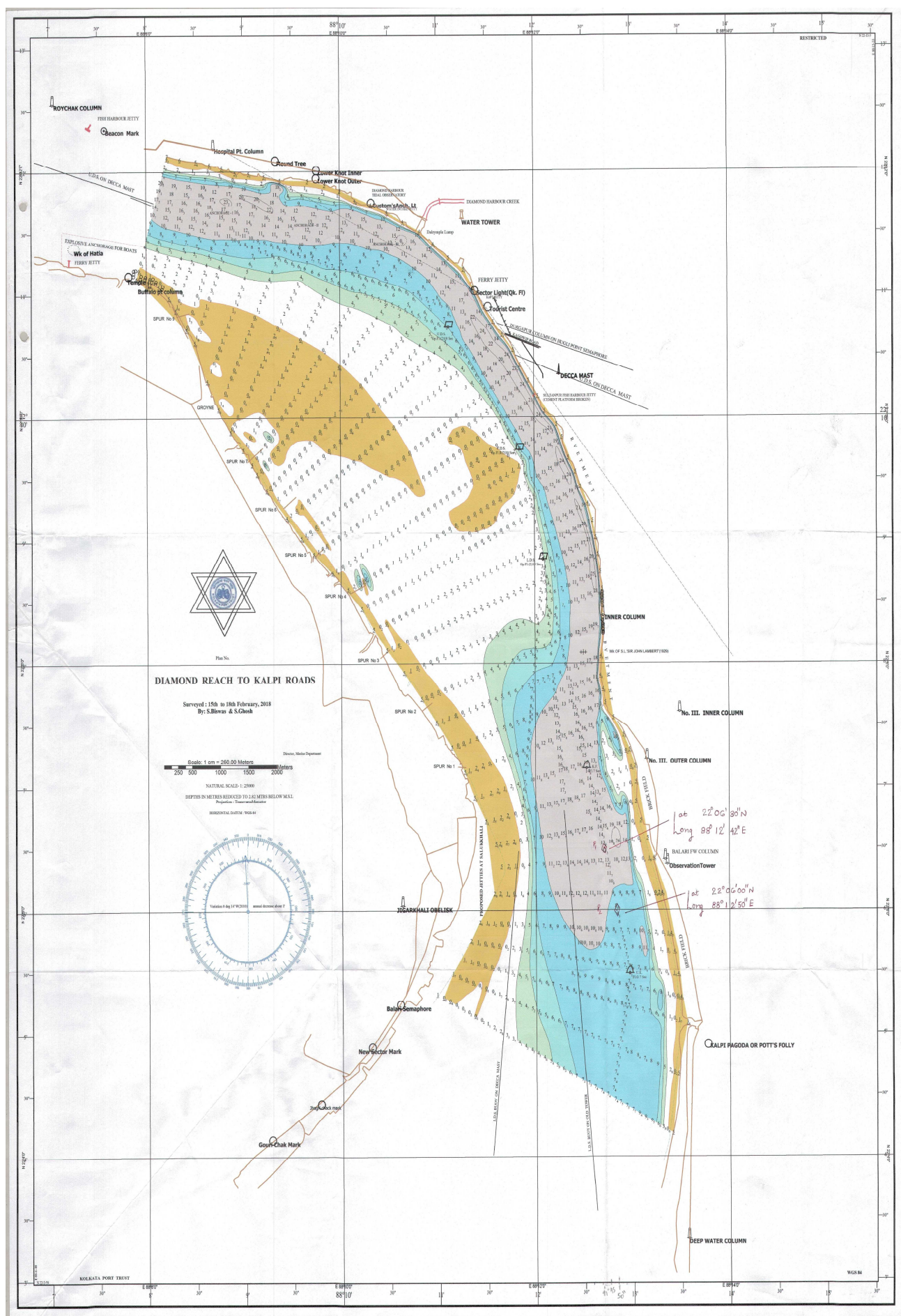


FIG. 2



### **CHECK-LIST**

Techno-Commercial Bid (Part-I) will contain the following self attested & stamped documents which are to be uploaded:-

1. Work order, Agreement/Performance Certificate of similar completed previous works during the last 7 years up to June 2018, mentioning total value of work and period of completed works, from clients for fulfilling the PQ criteria.
2. Company's Audited Balance Sheet and Profit & Loss A/c along with schedules and audit report, for last 3 years (2015-16, 2016-17 & 2017-18).
3. Brief particulars of the Firm.
4. Valid Trade License.
5. GST Registration Certificate.
6. Valid Professional Tax Clearance Certificate/upto date tax payment challan.
7. Authentic Performance Certificate of similar completed previous works carried out mentioning total value of work and period of completed works.
8. Proof of being registered with Employees' State Insurance Corporation (ESIC)/ ESI Registration Certificate.

In case the firm is not covered under ESI Act, or exempted, they would furnish necessary documents from appropriate authority along with an affidavit in original affirmed before a first Class Judicial Magistrate in a non judicial stamp paper worth Rs.10/- to that effect as per enclosed KoPT approved format enclosed in **Annexure III**. In addition, the tenderers not having ESI registration must also indemnify KoPT against all damages and accidents occurring to their labour in a non-judicial stamp paper worth Rs.50/- as per enclosed format (**Annexure IV**).

9. Proof of possessing valid Employees' Provident Fund (EPF) Account. Copy of Current P.F. Statement / PF Registration Certificate.

In case they are exempted under Provident fund act, they would furnish necessary documents issued by appropriate authority along with an affidavit affirmed before a first class Judicial Magistrate to the effect as per enclosed Proforma (**Annexure-V**).

10. Original Bank Draft/Banker's Cheque/Pay Order payable to "Kolkata Pot Trust" for Earnest Money Deposit of Rs.3,60,000/-physically in the office of the Harbour Master (Port) (Address to Director, Marine Department), Subhas Bhawan 40, CGR Road, Kolkata-700043, within three days from the closing of online submission of tender. A photocopy of the same also to be uploaded in their offer through Central Public Procurement Portal.

11. A separate letter addressing to Director, Marine Department confirming that the tenderer has accepted all terms and conditions laid down in the bid document should be enclosed.
12. Photo Copy of PAN Card and details of ECS like (i) Name of the Bank with Code No., (ii) Address, (iii) A/C No., (iv) Name of the Branch with MICR Code/IFSC (for outsiders).
13. An undertaking that the barges and equipments to be used are free from all encumbrances and lien except from any financial institution.
14. Copy of Treasury Receipt of Rs.1770/- **(non-refundable)** including GST issued by KoPT or original Bank Draft/Banker's Cheque/Pay order in favour of "Kolkata Port Trust" as cost of Tender Document physically within three days of the closing of online submission of tender. A photocopy of the same also to be uploaded in their offer through CPP Portal.
15. Self declaration of compliance of Contract Labour Regulation Abolition Act (1970), Workmen Compensation Act and Minimum Wage Act.
16. Self declaration from the bidding firm that has not been debarred/ de-listed by any Govt/ Quasi Govt./Public Sector undertaking in India.
17. Micro and Small Enterprises (MSE's) shall submit the following documents for availing themselves of waiver of EMD and cost of tender documents:-
  - i) Valid NSIC Registration Certificate with list of stores/items/services/works for which registration is issued;
  - OR
  - ii) Certificate of District Industries Centre (DIC) or AADHAR based MSME certificate where the categories of firms i.e. Micro or Small is mentioned.

#### 18. UNDERTAKING:

The bidder shall submit following unconditional undertaking while submitting the bid using digital signature.

**"The bidder has fully read and understood the entire Tender Document, GCC and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC and Addenda."**

With this there will be no necessity to upload signed bid document and GCC.

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