



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

BID DOCUMENT FOR

COLLECTION AND DISPOSAL OF USED OIL AND WASTE OIL

FROM SHIPS VISITING KDS.

Tender No. MRN/UO/WO/283/2019

ISSUED BY :

DIRECTOR MARINE DEPARTMENT

KOLKATA PORT TRUST

15, STRAND ROAD

KOLKATA-700001

JANUARY – 2019

KOLKATA PORT TRUST
MARINE DEPARTMENT

1.0 NOTICE INVITING TENDER

Tender No. MRN/UO/WO/283/2019

Date: January 4 , 2019

Tender under single stage single part system (Techno commercial bid & Price bid) are invited from bonafide Indian firms meeting the following Pre-qualification Criteria for collection and disposal of Used Oil and Waste Oil generated from Merchant/DCI/KoPT vessels within Kolkata Dock System for a period of three years.

2.0 Pre Qualification Criteria:

Section A- Used oil : Means any oil derived from crude oil or mixtures containing synthetic oil including used engine oil, gear oil, hydraulic oil, turbine oil, compressor oil, industrial gear oil, heat transfer oil, transformer oil, spent oil and their tank bottom sludge and suitable for refining but does not include waste oil.

Section B- Waste oil : Means any oil which includes spills of crude oil, emulsions, tank bottom sludge and slop oil generated from ships and is unsuitable for refining, but may be used as fuel in furnaces.

Tenders can be submitted either for “Section A” or for “Section B” or for both the sections for which they should meet the following pre-qualification criteria.

2.1 The firm must have valid Registration Certificate cum Pass Book for re-refining/recycling of hazardous wastes in the particular section for which they intend to bid for, issued by Central Pollution Control Board/State Pollution Control Board, for minimum 10 MT per annum for Section A and for minimum 120 MT per annum for Section B.

2.2 The firm must have **Consent to Operate** under Section 25 & 26 of the **Water (Prevention and Control of Pollution) Act, 1974** and Section 21 of the **Air (Prevention and Control of Pollution) Act, 1981** from Centre/State Pollution Control Board.

2.3 The firm must have Grant of Authorization under the provision of the Hazardous Wastes (Management, Handling & Trans-boundary Movement) Rules, 2016 & amendments made thereafter by Centre/State Pollution Control Board.

2.4 The firm must have the capacity to engage a barge of 100 KL capacity for the entire period of contract so as to collect used / waste oil from riverine jetties at Baj Baj and also from berths at KPD & NSD.

Appropriate certification against each of the above four pre qualification criteria to be submitted for the relevant section they intend to bid for, without which the bid will not be considered.

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).

3.0 SCHEDULE OF TENDER (SOT)

a. Tender No.	MRN/UO/WO/283/2018 dated January 04, 2019
b. Mode of Tender	e-Procurement System (Online Single Part Techno-Commercial Bid and Price Bid through CPP Portal https://eprocure.gov.in/eprocure/app) The intending bidders are required to submit their offer electronically through e-tendering portal only. No physical tender is acceptable by Kolkata Port Trust. Three years from the issue of Work Order.
c. Earnest Money deposit	Rs. 10,000 /- (Rupees Ten Thousand only) payable to "Kolkata Port Trust" by Bank Draft/Bankers cheque/ pay order for each section. Whereas scanned document to be e-filed, the original shall be submitted within 3 days from the closing of online submission of tender.
d. Tender Document Fee	There will be no fees for tender document
e. Date of NIT available to parties to download	From 04.01.2019
f. Offline Pre-bid meeting date and time	At 1200 hours on 15.01.2019 at KoPT Head Office, 15, Strand Road, Kolkata-700 001 in the room of Director, Marine Department.
g. Last date of submission of physical submission of EMD	Upto 1400 hours on 28.01.2019.
h. Date of starting of e-tender for submission of online Techno-Commercial Bid & Price Bid at CPP Portal	18. 01.2019
i. Date of closing of e-Tender for submission of online Techno-commercial & Price Bid at CPP Portal	Upto 1400 hours on 25.01.2019. There will be no extension to this submission date.
j. Date & Time of opening Techno-commercial bid & Price Bid.	On 28.01.2019 after 1400 hours.

Note: In the event of unforeseen closure of work/holiday on the above days, the same will be opened /held on the next working day without any further notice.

Dy. Director-II,
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 the Tender:

- Bidders Manual Kit
- Help For Contractors
- FAQ

Contact Persons Kolkata Port Trust:

1. Capt Rajesh Srivastava,
Deputy Director-I,
Phone: 033 7101 2377
E-mail: rajesh@kolkataporttrust.gov.in
2. Capt Abhijit Ghosh,
Deputy Director-II,
Phone: 033-71012362
Mobile: 9836298699
E-mail: a.ghosh@kolkataporttrust.gov.in

Contact Persons (CPP Portal)

Shri Nazmush-
Mob: 9563251950
Email: webhelpdesk@gmail.com
See CPP Portal for contact details.

5.0 TENDER AUTHORITY

Dy Director-II, 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 : a.ghosh@kolkataporttrust.gov.in website : 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 on CPP Portal <https://eprocure.gov.in/eprocure/app> and KoPT website : www.kolkataporttrust.gov.in / CPP Portal.

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 authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. Kolkata Port Trust may reject outright any bid unsupported by adequate proof of the signatory's authority.

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 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 duty 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.

6.11 The **General conditions of contract** as may be downloaded from KoPT website: '**Homepage -Rules and Regulations- Non Service Regulation**' shall be applicable wherever relevant.

6.12 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.

6.13 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.

6.14 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.

6.15 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

The Tenders either for Section-A & Section-B or for both the sections as may be relevant 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) Copies of Audited Balance Sheet and Profit & Loss A/c. for last 3 years (i.e. 2015-16, 2016-17 & 2017-18).
- c) Photocopy of the Treasury Receipt (TR) of EMD or original Bank Draft / Bankers Cheque payable to 'Kolkata Port Trust'.
- d) A separate letter addressed to Dy. Director-II, Marine Department confirming that the bidder has accepted all terms and conditions laid down in the Bid Document.
- e) Details of supervision and liaison set up planned to be used for supervision and co-ordination of the work.
- f) Price Bid as per Format without any condition or deviation.
- g) Form of tender duly filled in Bidder's Letter Head.
- h) A declaration that the firm has not be debarred/de-listed by any Govt. / Quasi-Govt. / Public Sector Undertakings.
- i) Authentic documents relating to registration under GST Authority and ESI Authority as applicable.
- j) Copy of Current Trade License 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 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.

- k) All forms and format duly filled in as given at Appendixes.
- l) Valid Professional Tax Clearance Certificate/up-to-date tax payment challan.
- m) Authentic Performance Certificate of similar completed previous works carried out mentioning total value of work and period of completed works.

- n) Power of Attorney in original in connection with signing the tender document.
- o) 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.

- p) 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).
- q) Self declaration of compliance of Contract Labour Regulation Abolition Act (1970), Workmen Compensation Act and Minimum wage Act.

8.0 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.

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).

9.0 SCOPE OF WORK:

9.1 All vessels generate some amount of used oil, waste oil during their normal operation which is stored either in drums or in the slop tanks of the vessel. Such oil needs to be collected and disposed of from all Merchant Vessels as well as from KoPT owned vessels, shore stations and DCI vessels as per International Convention for Prevention of Marine Pollution from ships (MARPOL-73/78) and Hazardous Waste (Management, Handling & Trans-boundary Movement) Rules 2016 of the Ministry of Environment and amendments made thereafter by Centre/State Pollution Control Board.

9.2 The job involves collection of used oil & waste oil generated from Merchant/DCI/KoPT vessels at KPD, NSD, riverine jetty at Baj Baj and from KoPT launches at riverine jetty at Haldia. Entire work has been divided into two sections i.e. Section-A and Section- B.

9.3 Obtain necessary permissions from Customs and other Statutory Authorities for carrying out the operation as may be necessary at their own cost.

9.4 Maintain appropriate records of collection of used oil and waste oil from individual vessels and submit a monthly report to Kolkata Port Trust and State Pollution Control Board and/ or other Statutory Authorities as required.

9.5 Obtain certificate from the concerned vessel/ shore station about the quantity of used/waste oil collected and submit the same to KoPT within a week of completion of the work in Annexure III of MEPC.

9.6 To get the hazardous waste manifest (Form 10) signed by Kolkata Port Trust official for the used/waste oil collected from vessel on every occasion for onward submission to State Pollution Control Board and/or any other regulatory authority.

9.7 Make arrangements to transport the collected used oil/waste oil to their own premises, at their own cost, and compliance of necessary formalities. Kolkata Port Trust will not be responsible in anyway in this regard.

9.8 All road transport to be used for transportation of used oil/ waste oil should be fitted with tracking devices for monitoring its movement so as to ensure end to end disposal of Hazardous waste as per requirement of IMO.

9.9 Submit Registration Certificate cum Pass Book issued by Central Pollution Control Board/State Pollution Control Board to representative authorized by Engineer of the contract every month for making necessary entry for the quantity collected.

9.10 Collect the used oil & waste oil on “as is where is basis” as per the quantity indicated in the work order issued from time to time by Engineer of the Contract or his authorized representative. Small quantity of oil floating in engine room bilges of the vessels or in enclosed dock area will have to be collected by mops with labourers. If required, contractor has to pump out the oily water/waste oil from tanks, as per vessels requirement.

9.11 To obtain dock permit for his workmen from Kolkata Port Trust after submission of requisite document and fees. The workmen to wear Helmet, Reflective jackets & Safety Shoe while working inside Docks.

9.12 Make necessary arrangement of his own for collection of used/waste oil without hampering Port operations.

9.13 The Contractor in addition is to carry out the following:

Mobilize adequate manpower for cleaning the river banks and docks in case of accidental spillage per specific instruction from Engineer of the Contract or his authorized representative. Such work has to be carried out within 24 hrs. of issuance of specific instructions. No payment will be made by KoPT for the said work.

9.14 It should be clearly understood that KoPT will not be involved in any manner with regard to the quality of the used/waste oil disposed of by ships. No reference, whatsoever, will be entertained from the contractor in this regard.

10.0 SPECIAL CONDITIONS OF CONTRACT:

10.1 Necessary insurance coverage, if any, for workmen is to be arranged by the contractors for which no payment will be made by KoPT and any liability/dispute arising out of these shall not have any bearing upon KoPT.

10.2 The contractor shall use only registered crafts/barges for collection/ disposal. The crafts/barges shall be insured against wreck and pollution liability.

10.3 No complaint from the contractor will be entertained on the quality of used oil/ waste oil collected from the different vessels/stations.

10.4 KoPT shall in no manner be responsible for accident, injury or loss of life to the personnel engaged by the contractor.

10.5 No sub-contracting of the work will be allowed. The work to be carried out by the employee on role of the Contractor.

10.6 The contractor shall have to follow all the relevant Labour Laws which are in force and Trustees shall not be responsible in case of any violation thereof in any way. The Contractor shall have to settle or to pay all damages or claims if any passed by any legal authority in case of any dispute between his labour and vessel(s) on which he is deputed to work.

10.7 The contractor shall be deemed to have indemnified the trustees against all claims, demands, actions and proceedings and all costs arising there from on account of :

10.7(i) Payment of all royalties, local taxes other payments of compensation, if any, for getting all materials and equipment required for work.

10.7(ii) Pollution of water way and damage caused to river, lock, or other structure related to water way during the course of work.

10.7(iii) Any damage arising due to handling of oil or transportation within docks or in the river would be the responsibility of the contractor.

10.8 The job is to be carried out under supervision and to the satisfaction of Engineer of the Contract or his authorized representative .

10.9 In case of any dispute, decision of the Director, Marine Department, KoPT shall be final and binding on the contractor.

10.10 The contract will automatically come to an end if the State Pollution Control Board withdraws its permission or refuses to extend the same during the period of contract. In such case the security deposit will be forfeited.

11.0 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.

12.0 OTHER INSTRUCTIONS :

12.1 Bidders are advised to submit quotation online based upon Technical Specification, Terms & Conditions, Scope of Work, Special Conditions of Contract 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. 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.

12.2 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.

12.3 The work is to be done as described in Bid-Documents. 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 below.

12.4 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:-

Dy. Director-II,
Marine Department
Kolkata Port Trust,
15, Strand Road,
Kolkata-700 001.

12.5 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.

12.6 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.

12.7 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 .

13.0 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 on a response to a clarification requested by a prospective bidder, modify the tender documents by issuance of an 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.

14.0 EARNEST MONEY DEPOSIT (EMD):

The Bidders shall be required to deposit an amount of Rs. 10,000./- (Rupees Ten Thousand 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 for each section.

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 H-1 bidder will only be encashed. If Price bid cannot be opened for any reason before expiry date of Earnest Money Deposit, the bidder would be requested to extend the validity of the EMD within the validity period of the offer, failing which the EMD instrument would be encashed.

Tender submitted without EMD shall not be considered.

After conclusion of tender process, EMD of successful bidder will be returned without interest after submission 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.

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

Micro & Small Enterprises (MSEs) shall submit the following documents for availing themselves of waiver of EMD.

i) Valid NSIC registration certificate with list of store/item / services/ works for which registration is issued.

OR

ii) Certificate of DIC or Aadhar based MSME certificate where the categories of firms i.e. Micro or Small is mentioned.

15.0 SECURITY DEPOSIT:

Successful Bidder will submit 'Security Deposit' for a sum equivalent to **Rs.5,00,000/- (Five Lakhs Only)** for each section either in Bankers Cheque/Pay Order / Demand Draft in favour of "Kolkata Port Trust" from a Nationalised Bank payable at Kolkata ten days after issuance of LOI.

KoPT shall en-cash 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 15 days to commence operation at the order of authorized officer or when any amount is to be recovered from the contractor as usual payment to KoPT on rate offered to KoPT as per price bid or penalty or deduction and the contractor fails to remit such amount within 30 days after due notice given in this regard.

The Security Deposit will be released without any interest after successful completion of the contract after deduction of any amount that may be due to KoPT.

16.0 INSTRUCTION FOR FILLING THE BIDS

16.1 The bid can only be submitted in the name of the bidder.

16.2 The bidders shall sign their proposal and all attached documents with the exact name of the firm who has downloaded the bid document.

16.3 Bidder should indicate at the time of quoting against this bid their postal / e- mail address and telephone and fax numbers.

16.4 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.

17.0 PRICING OF THE BID

General

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

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).

18.0 Risk Purchase

The Contractor will be issued a Work Order with a notice of 48 hrs. for collection of used oil/waste oil indicating therein the expected quantity to be received and the vessels position. If the contractor fails to undertake the work within the period of vessels stay at Kolkata Dock System, KoPT would be at liberty to get the work done through any of the registered refiner of State Pollution Control Board/ Central Pollution Control Board and necessary shortfall in income of KoPT, if any, for the same will be recovered from the Security Deposit maintained by the contractor with KoPT. However, the Engineer of the Contract may waive such penalty if he is satisfied that the reasons for not undertaking the work are beyond the control of the contractor.

19.0 Termination of Contract

19.1 In case of failure on the part of the contractor to carry out any of the assigned works as per contract. For three such consecutive failures, KoPT would be at liberty to terminate the contract without any further notice and forfeit the Security deposit. In such an eventuality, KoPT will be at liberty to get the work done through H-2 bidder or any of the willing bidder of the respective section at H-1 rate till finalization of the new contract.

19.3 Consent to Operate under Section 25 & 26 of the **Water (Prevention and Control of Pollution) Act, 1974** and Section 21 of the **Air (Prevention and Control of Pollution) Act, 1981** & Grant of Authorization under the provision of the Hazardous Wastes (Management, Handling & Trans-boundary Movement) Rules, 2016 & amendments made thereafter by Centre/State Pollution Control Board to remain valid during the entire period of the Contract failing which the contract will be terminated forthwith.

20.0 Interpretation of Terms

20.1 **Dy. DIRECTOR, MARINE DEPARTMENT:** The expression 'Dy Director, Marine Department' means the office holding the post under Kolkata Port Trust.

20.2 **ENGINEER OF THE CONTRACT:** The 'Engineer of contract' means Dy Director, Marine Department for the purpose of this contract only.

20.3 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.

20.4 "MONTH"- Means English Calendar month.

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

20.6 “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.

21.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION

21.1 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.

21.2 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.

21.3 If there is still no settlement as mentioned at Clauses 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.

21.4 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.

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

21.5 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.

21.6 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.

21.7 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.

21.8 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.

22.0 Period of Contract: Three Years from date of Work Order

23.0 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.

24.0 Evaluation Criteria

Price Bid will be evaluated on the basis of the highest offer received amongst the bidders as per the evaluation criteria mentioned in the price bid separately for each Section 'A' and 'B'. GST for the quoted rates will be payable to KoPT in addition. Duties and taxes would not be considered for evaluation.

25.0 List of enclosed formats

Format of Price Bid.

Form of tender

Format of Agreement.

Format of affidavit for ESI exemption.

Format for Indemnity bond.

Format of Affidavit for Provident Fund exemption.

Format for Power of Attorney for signing of Tender.

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

PRICE BID
BILL OF QUANTITY

Section -"A" Bidders having authorization for collection of used oil only.

Sl. No.	Material & Description	Rate payable to KoPT (GST at the applicable rate {Presently-18%} will also be payable to KoPT in addition which will not be considered for evaluation)
1.	Used oil in 210 ltrs. Barrel (A)	Rs..... per barrel.

Note : In addition, Wharfage charge as per Scale of Rates, as applicable, is also to be paid by the contractor to KoPT including applicable GST.

EVALUATION CRITERIA : [(10 X A)]

Date:

Signature of Tenderer with Seal

Name: _____

Address: _____

Section -,"B" Bidders having authorization for collection of waste oil only.

Sl. No.	Material & Description	Rate payable to KoPT (GST at the applicable rate {Presently-18%} will also be payable to KoPT in addition which will not be considered for evaluation)
	Waste oil (B)	Rs... per kl.

Note : In addition, Wharfage charge as per Scale of Rates, as applicable, is to be paid by the contractor to KoPT including GST.

EVALUATION CRITERIA : [(120 x B)] =

Date:

Signature of Tenderer with Seal

Name: _____

Address: _____

ANNEXURE-I
KOLKATA PORT TRUST
MARINE DEPARTMENT
FORM OF TENDER

(To be submitted with Technical Bid)

TENDER NO. MRN/NC/WO/283/2018

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

I/We _____ of _____

having examined the tender in detailed including the quality of oil to be collected and disposed, Scope of Work, General and Special Conditions of Contract and Conditions of Tender, hereby undertake to execute and complete all works required to be performed in accordance with the Scope of Work, General and Special Conditions of Contract prepared by or on behalf of Port Trust for and at the rates and price set out in the Annexed Bill of Quantities from the date of order to commence the work up to the last date of contract period and in the event of our tender being accepted. I/we also undertake to enter into a contract, if required, to give effect to the acceptance of the tender.

I/We have deposited with the Port Trust's Financial Adviser & Chief Accounts Officer a sum of Rs.10000/- by Banker's Cheque/Demand Draft/Pay Order No. dt..... of Bank as Earnest Money for each section (Section 'A' & Section 'B')

I/We agree that the period for which tender shall remain valid is for 6(six) months from the date of opening of Techno-Commercial bid and in default of our so doing, the Earnest Money of Rs.10,000/- only deposited by us shall be liable to forfeiture at the option of the competent authority.

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

Date:

 Signature of Contractor

Name : _____

Address: _____

Annexure-II

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

AGREEMENT FOR COLLECTION AND DISPOSAL OF USED OIL AND WASTE OIL

This Agreement made on theday of 2014
between the

Board of Trustees of the Port of Kolkata, a body corporate constituted by the Major Port Trust Act 1963 (No. 38 of 1963) having its Head Office at 15, Strand Road, Kolkata-700001 hereinafter called “Trustees” (which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part and M/s..... having its registered office at hereinafter called the “contractor” (which expression shall unless excluded by or repugnant to the context be deemed to include its assigns or successors in office) on the other part.

WHEREAS the Trustees are desirous to authorize a contractor for collection and disposal of used oil and waste oil including the work specified in the Bid document should be carried out in satisfactory manner and have accepted a tender by the contractor for the said work NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of the agreement, viz:-

i) The Tender /offer and the acceptance of the tender/offer including terms and conditions finalized and accepted by both parties prior to opening of price Bid submitted by the contractor.

ii) The Trustees General Conditions of Contract, unless superseded by document identified in 2(i) above.

iii) The Price Bid as submitted by the contractor and as accepted by the Trustees.

iv) The work order..... dated.....

v) All correspondences and minutes of the meeting by which item 2(i) to 2(iv) is added, amended, varied or modified in any way by mutual consent.

3. In consideration of the payments to be made by the contractor to the Trustees as hereinafter mentioned, the contractor hereby covenant with the Trustees to execute the work of collection and disposal of used oil and waste oil as per conditions & scope of work identified in documents noted in para-2 above and to the order of the Trustees for a period of three years in conformity in all respects with the provisions of the contract.

4. The Contractor also agree that KoPT will have the liberty to undertake the work through any other suitable party in case of the failure of the carryout the work in the manner set out in the Tender document.

In witness whereof the parties have caused their respective Common Seals 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

**Director,
Marine Department**

Authorised Signatory
of the Contractor.

The Common Seal of the contractor

Witness

1.....

2.....

Annexure-III

FORMAT OF AFFIDAVIT FOR ESI EXEMPTION

On the Rupees Ten Non judicial stamp paper BEFORE THE 1ST CLASS MAJISTRATE AT

.....

AFFIDAVIT

I..... son ofaged 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

Annexure-IV

INDEMNITY BOND

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

WHEREAS, the said Kolkata Port Trust had asked the every bidder, 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 bidder/contractor.

NOW THIS BOND OF INDEMNITY WITNESSETH THAT the bidder /contractor named herein above shall indemnify the Kolkata Port Trust against all damages and accidents occurring to the labourers of the bidder/ 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 theday of in the year at

Sureties:

Signature of the Indemnifier

a) Name : Signature : Address :

b) Name : Signature : Address :

c) Witnesses Name :

Signature :

Address :

Annexure-V

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

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT.....

AFFIDAVIT

I..... son ofaged about..... years, by faithby occupation.....residing at..... do hereby solemnly affirm and declare as follows:

1. THAT I am the Proprietor/Partner/Director.....having office atand 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

Annexure-VI**Format For Power Of Attorney For Signing Of Tender****(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 10)**

Dated:

POWER OF ATTORNEY**To whomsoever it may concern**

Mr. _____ [Name of the Person(s)], residing at _____ [Address of the person(s)], acting as _____ (Designation of the person and name of the firm), and whose signature is attested below, is hereby authorized on behalf of _____ [Name of the Tenderer (in case of a consortium, name of the lead member)] to sign the tender [(Tender No.and (Tender subject- ".....")]] and submit the same and is hereby further authorized to provide relevant information/ document and respond to the enquiry's etc. as may be required by Kolkata Port Trust (KoPT) in respect of the tender.

And I/ we hereby agree that all acts, deeds and things lawfully done by our said attorney shall be construed as acts, deeds and things done by us and I/ we undertake to ratify and confirm all and whatsoever that my / our said attorney shall lawfully do or cause to be done for me / us by virtue of the power hereby given.

(Attested signature of Mr. _____)

For _____ (Name of the Tenderer / Consortium Members with Seal)

Note -

(In case of Consortium, representative of all members must sign)