



BID DOCUMENT

Kolkata Dock System E-Tender Notice

Repair & Replacement of Sunken Mooring Buoys at Baj-Baj

ISSUED BY

HARBOUR MASTER (PORT)

KOLKATA PORT TRUST

SUBHASH BHAWAN

40, C.G.R. Road,

KOLKATA – 700 043

TENDER No. Mrn/HMP/2/8/338

Dated : 09.07.2019

Kolkata Port Trust
Marine Department

1.0 NOTICE INVITING TENDER

TENDER NO. : Mrn/HMP/2/8/338

Date: 09.07.2019

Kolkata Port Trust intends to Repair & Replacement of Sunken Mooring Buoys at Baj-Baj as per the Bill of Quantities. The Bid Document may be seen from the Central Public Procurement Portal (CPP Portal). Corrigenda or clarifications, if any, shall be hosted on the above mentioned website only. The tender is also published on KoPT website (www.kolkataporttrust.gov.in).

Tenders are invited for the above work from reputed, bonafide and resourceful firms who meet the pre-qualification criteria.

2.0 SCHEDULE OF TENDER (SOT)

a)	TENDER No.	TENDER NO. : Mrn/HMP/2/8/338 Date: 09.07.2019
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 offers electronically through e-tendering portal. No physical tender is acceptable by KOLKATA PORT TRUST.
c)	i) Estimated Cost Of Work	Rs. 6.5 Lacs
	ii) Earnest Money Deposit @2%	The intending firms would require to submit an EMD of Rs. 13,000/- (Rs. Thirteen thousand only) through DD/Banker's Cheque in favour of Kolkata Port Trust, otherwise their offer will be summarily rejected. Copy of the DD/Banker's Cheque should be uploaded
	iii) Tender Document fee	The intending bidders also should submit the tender fee of Rs.590/- (Rupees Five hundred Ninety only) including GST to Kolkata Port Trust , separately as per tender stipulation. The original Bank Draft/Banker's Cheque/Pay Order shall be submitted within 3(Three) days from the closing of online submission of tender.
d.	Date of NIT available to parties to download	From 11.07.2019 after 1700 hrs
e.	Date of Starting of e-Tender for submission of online	From 12.07.2019 after 1000 hrs.

	Techno-Commercial Bid and price Bid at CPP Portal	
f.	Off line Pre-Bid Meeting date and time	At 1400 hours on 19.07.2019 at the office of Harbour Master (Port), Marine Department, Kolkata Port Trust, “Subhas Bhaban” 40, Circular Garden Reach Road, Kolkata – 700043.
g.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	Up to 1100 hours on 01.08.2019. The last date of submission of tender will not be extended under any circumstance.
h.	Date & time of opening of Techno-Commercial Bid and Price Bid.	02.08.2019 at 1100 hours.

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

B Pakrashi,
Harbour Master (Port)
Tender Inviting Authority.

3.0 IMPORTANT INSTRUCTIONS FOR E-TENDER

3.1) 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 person (KoPT):

- i) Dealing officer's name : B. Pakrashi,
Designation : Harbour Master (Port),
Phone No. : 9836298636
hmp@kolkataporttrust.gov.in
- ii) D. Dutta
Asst. Mooring Master
Mob No. 9874520476

Contact persons (CPP Portal):

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

- 3.2 Single stage single part system comprising of two parts i.e. (i) Techno-Commercial Bid and (ii) Price Bid.
- 3.3 All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- 3.4 In case of failure to access the payment towards cost of tender document & EMD for any reason, the vender, in term will not have the access to on line e-tender and no correspondence in this respect will be entertained and KoPT will not be responsible for any such lapses on this account.
- 3.5 All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by KoPT. Hence the bidders are required to ensure that their corporate email ID provided is valid and updated.
- 3.6 (i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. **The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.**
- (ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to bidder(s) who have downloaded the documents from website. <https://eprocure.gov.in/eprocure/app>.
- 3.7 E-tender cannot be accessed after the due date and time mentioned in NIT.
- 3.8 **Bidding in e-tender:**
- i) Bidder(s) need to submit necessary EMD and tender fees (Cost of Tender Document) to be eligible to bid online in the e-tender. Tender fees is non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by KoPT.
 - ii) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
 - iii) The bidder(s) who have submitted the above fees can only submit their Techno-Commercial Bids and Price Bid through internet in website <https://eprocure.gov.in/eprocure/app>.
 - iv) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
 - v) The e-tender floor shall remain open from the pre-announced date and time and for as much duration as mentioned above.
 - vi) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid

bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful bidder shall be called hereafter SUPPLIER / CONTRACTOR.

- vii) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
 - viii) KoPT reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
 - ix) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms and conditions for the tender.
 - x) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor / tender document.
- 3.9 Any order resulting from this open e-tender shall be governed by the terms and conditions for the tender.
- 3.10 After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
- 3.11 The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <https://eprocure.gov.in/eprocure/app> of CPP Portal.
- 3.12 The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
- 3.13 The bid will be evaluated based on the filled-in technical & commercial formats.
- 3.14 The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
- 3.15 Necessary addendum / corrigendum (if any) of tender would only be hosted in the e-tendering portal of CPP.
- 3.16 Due date of submission of Tender will not be extended under any situation.

4.0 **GENERAL CONDITIONS OF THE CONTRACT**

- 4.1 General Conditions of Contract (GCC), which is available in the KoPT

website for download, will form an integral part of the tender document. The tenderer shall examine carefully the General Conditions of Contract. Tender for the above work should be submitted in accordance with the Bill of Quantities as specified in this tender and in accordance with the Special Conditions of Contract & General Conditions of the Contract. The Special Condition of Contract will prevail over and above the General Conditions of Contract. Only those Clauses, Forms or Formats of the aforesaid GCC, which are not covered anywhere in this Tender Document, shall be applicable.

4.2 Format and Signing of the offer document:

- a) The offer / bid have to be entered online by the bidder using Digital Signature and Encryption. All other / supporting documents must be in indelible ink and should be signed by the person(s) duly authorised to sign on behalf of the tenderer. Such authorisation shall be indicated by written power-of-attorney. The name and position held by each signatory of the said documents must be typed or printed or sealed below the signature.
- b) The documents should contain no interlineations, erasers or over-writing except as necessary to correct the errors made by the tenderer in which case such corrections should be initiated by the person(s) signing the documents.
- c) Bids must be submitted for executing all works involved, as mentioned under aforesaid “ Scope of Work” ; and any offer received for doing a portion of the work with responsibility for carrying out the remaining works by the Trustees’ other contractors, will be liable for outright rejection.

5.0 SPECIAL CONDITIONS OF THE CONTRACT

5.1 Earnest Money Deposit (EMD):

- a) An amount of Rs. 13,000/- (Rupees thirteen thousand only) shall be submitted as Earnest Money Deposit by Demand Draft / Banker’s Cheque / Pay Order, payable to “Kolkata Port Trust”.
- b) Earnest money will be accepted only by Demand Draft / Banker’s Cheque / Pay Order. Earnest Money of all bidders will be kept in safe custody. Only Earnest Money of L-1 bidder will be en-cashed and Earnest Money instruments of other bidders will be returned after opening of price bids without any interest.
- c) Earnest Money Deposit of successful bidder will be returned without any interest after submission of Security Deposit. Earnest Money shall be forfeited, if any Bidder withdraws his / her offer within the validity period of the tender and/or alters / amends any terms and/or conditions and/or quoted rate(s), within the validity period of the offer, making it

unacceptable to the KoPT. For the purpose of this provision, the validity period shall include any / all extension thereof agreed to by the bidder in writing Kolkata Port Trust shall also be at liberty to deduct any of their dues from Earnest Money Deposit.

- d) **For Micro & Small Enterprise (MSEs) registered with NSIC:-**
- i). Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money.
 - ii). If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT, otherwise their offer will not be considered.
 - iii). Copy of valid NSIC Registration Certificate with list of stores/items/ services/works for which registration is issued and Certificate of District Industries Centre (DIC) **OR** AADHAR based MSME certificate where the categories of firms i.e. Micro or Small is mentioned must be submitted along with the bid.

5.2 Pre-Qualification criteria:

- i) Bidder must be experienced, bonafide and reliable in carrying out the above work.
- ii) Experience of having successfully completed “**similar works**” during the last 7 years ending 30.06.2019 should be either of the following:
 - a) Three similar completed works each costing not less than 40% of the tender value **i.e. Rs. 2,60,000/-**.
OR
 - b) Two similar completed works each costing not less than 50% of the tender value **i.e. Rs. 3,25,000/-**.
OR
 - c) One similar completed work each costing not less than 80% of the tender value **i.e. Rs. 5,20,000/-**
- iii) Average annual financial turnover of the Bidder should not be less than 30% of estimated cost in any one year during the last three years. The certified copies of Balance Sheet as well as Profit and Loss Accounts are required to be submitted.
- iv) 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

and loss account for last 3 Years, Current P.F. statement, Trade license, E.S.I. Registration or documents specified here in. The firm should also submit documents/statements in support of compliance of Minimum Wages Act.

Note: The Bidder shall be bound to produce the original of all the documents for which scanned copy have been submitted, if /as demanded by KDS, KoPT, at any point of time.

“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.

5.3 **Validity of Offer:**

- a) The tender including Price Bid shall remain valid for acceptance for a period of 180 days from the actual date of opening of price bid of the tender.
- b) Prior to expiry of the validity period as indicated in the original tender, KDS, KoPT may request bidders to extend the validity for a specified period.

5.4. **Scope of Work:**

- (i) The sunken outer flood mooring buoys of No.3 and No.7 Baj Baj mooring berths are to be salvaged and replaced by mooring buoys transported from Kolkata.
- (ii) Assess the damaged mooring buoys by ultra-sound gauging and repair as found necessary and deliver to Mooring Master at Kolkata.

THE ABOVE WORK IS TO BE COMPLETED WITHIN 21 DAYS FROM THE ISSUANCE OF WORK ORDER

6.0 OTHER INSTRUCTIONS

- 6.1 Online application should be uploaded within the specified date and time of submission after which no application will be accepted. Kolkata Port Trust will not be responsible in any way for any delay.
- 6.2 Mere issuance of tender documents will not mean that a particular Bidder will be automatically considered qualified and their bid will be entertained. Such qualification will be reviewed at the time of evaluation of bids.
- 6.3 In case there is an unscheduled Holiday / Bandh / Strike on prescribed last date of submission, the next working date will be treated as the scheduled prescribed day for the same.
- 6.4 The tender paper can be downloaded from KoPT website – www.kolkataporttrust.gov.in and Central Public Procurement Portal – <http://eprocure.gov.in> . Parties downloading the tender paper from website

should ensure submission of the receipt from Treasurer, KoPT or original Bank Draft / Banker's Cheque payable to "Kolkata Port Trust" for an amount of Rs.590/- being the cost of tender document, failing which the tender will not be considered.

- 6.5 While evaluating tenders, regard would be paid to National Defence and Security consideration.
- 6.6 Further amendments, if any, would also appear in the same websites.
- 6.7 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.
- 6.8 Kolkata Port Trust reserves the right to reject all the tenders or to accept any tender in whole or in part without assigning any reason whatsoever.
- 6.9 The contractor will be issued permits, free of cost for the men, materials, equipment and boat for the purpose of execution of the work awarded to him.
- 6.10 **Language Of Bid:** The Bid and any notations or accompanying documentation must be in English Language only and dimensions / measurements, if any, shall have to be indicated in Metric.

7.0 **MODE OF SUBMISSION OF BID**

The tenders are to be uploaded under one cover comprising with two following parts:-

Part-I should constitute the Technical Bid and terms and conditions of offer and **Part-II** should constitute only the Price Bid without any deviation and condition.

7.1 **Part-I (Techno-Commercial) will 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 / Completion Certificate, Work Orders of previous work carried out with the values as shown above. The successful bidder shall be required to produce on demand the original certificates for inspection prior to placement of order.
- d. Current Trade License, GST Registration Certificate and audited balance-sheet for last 3 years. Authentic documents related to registration under ESI authority, documents related to compliance of Minimum Wages act.

- e. The bidder should furnish the details of ESI Registration. In case the firm is not covered under ESI Act, or exempted, they would furnish necessary documents 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 (**Annexure – ‘C’**). In addition to that the bidder must indemnify KoPT against all damages and accident occurring to their labour in a non-judicial stamp paper worth Rs. 50/- as per enclosed format.
- f. Copies of Treasury Receipt showing payment made towards Earnest Money and cost of tender document.
- g. 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;
 - ii) Certificate of District Industries Centre (DIC) **OR** AADHAR based MSME certificate where the categories of firms i.e. Micro or Small is mentioned
- h. A separate letter addressing to Harbour Master (Port), confirming that the bidder has accepted all terms and conditions laid down in the Bid document should be enclosed.
- i. The Bidder must indemnify KoPT against all damages and accidents in a non-judicial stamp paper worth Rs.50/- as per enclosed format (**Annexure- D**). KoPT or an individual representing KoPT cannot be held responsible for loss or damage caused or loss of lives or injury to contractor's workmen engaged for the job or otherwise.
- j. A declaration that the bidder has not been debarred/blacklisted by any Govt. /Semi Govt. /PSU Organisation.
- k. Details of supervision and Liaison set up planned to be used for supervision and co-ordination of the work.
- l. Photo copy of PAN Card and details of ECS like (i) Name of the Bank (ii) address (iii) Account No., IFS Code, RTGS No. etc. to be submitted.
- m. Signed blank copy of the Price Bid Format.
- n. Letter of authority, if any.
- o. Filled up "Form of Tender" as per enclosed proforma (**Annexure – ‘B’**).

- p. Any additional information /deviation furnished by the Bidder.
- q. **Bill of Quantity:** The tenderer must submit their offer online according to the BOQ in the template provided.
- r. **Undertaking:** The bidder shall submit following unconditional undertaking while submitting the bid.
 “THE BIDDER HAS FULLY READ AND UNDERSTOOD THE ENTIRE TENDER DOCUMENTS, GCC AND ADDENDA IF ANY, DOWNLOADED FROM THE INSTANT E-TENDER AND NO OTHER SOURCE, AND WILL COMPLIED TO THE SAID DOCUMENTS, GCC AND ADDENDA”

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

- 7.2 **Contents of Part-II (Price Bid) :** The price, in Indian Rupees, shall be submitted as per enclosed format (**Annexure – A**), If any conditions are indicated in the price bid, or if any deviations whatsoever from the accepted format are found, and then the Tender will be rejected. The Bidder shall be required to quote his rates both in word and in figure at the blank spaces against as applicable. If there is any discrepancy between figure and word the price quoted in words would be considered.

Price to be quoted in INR and should be all inclusive excepting for GST as applicable, which would be payable extra at actual separately on production of documentary evidence.

Price Bid must be submitted along with technical bid as per ‘Bill of Quantity’ of the tender document with NO COUNTER CONDITIONS / DEVIATIONS WHATSOEVER.

Price quoted by the tenderer shall remain fixed and no escalation would be allowed.

Currency of quotations: The bidder shall indicate the prices in Indian Rupees only. The bidder shall not quote in any other currency other than Indian Rupees.

8.0. INSTRUCTION TO BIDDERS

- (i). Bidders are advised to submit quotation based upon Technical specification, terms and conditions, Scope of Work contained in the Bid documents and General Conditions of Contract (the GCC may be downloaded from the KoPT website - www.kolkataporttrust.gov.in, Home page-Rules & Regulations-Non Service Regulations).

- (ii) Tenders not accompanied with EMD in Original Bank Draft / Bankers Cheque / Pay order are liable for rejection.
- (iii) Kolkata Port Trust will not be responsible for any cost or expenses incurred by the bidder in connection with the preparation and submission of his / her bid or for any other expenses in connection with such bidding.
- (iv) The work is to be done as described in Bid-document. The bidder who needs clarification on any specific issue shall inform the Engineer of the contract in writing well in advance of the date of pre-bid discussion at the address given in the next clause.
- (v) If the bidders find any discrepancy or omission in the Bid-documents or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer of the contract, who may send the written explanation to the queries. No oral interpretations shall be made by any bidder as to the meaning, if any, of the provision of the Bid-documents. Every request for an interpretation shall be in writing, addressed and forwarded to the Engineer of the contract at the following address:-

Harbour Master (Port), Kolkata Port Trust.
 “Subhas Bhavan”, 40, C.G.R. Road, Kolkata – 700 043.
 Phone No. 033-2439-1730, email – hmp@kolkataporttrust.gov.in

- (vi) 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 inquiries. 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.
- (vii) 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 bidders. Kolkata Port Trust may reject, accept or defer any bid without assigning any reason whatsoever.
- (viii) The General Conditions of Contract of KoPT shall be applicable wherever relevant.
- (ix) The bids can only be submitted in the name of the bidder in whose name the bid documents were issued by Kolkata Port Trust.

- (x) The Bid any annotations or accompanying documentation shall be in English language only and in metric system.
- (xi) Bidders shall set their quotations in firm figure and without any qualifications. Each figure stated should also be repeated in words and in the event of any discrepancy between the amount stated in figure and words, the amount quoted in words shall be deemed to be the correct amount.
- (xii) Price Bids, containing any sort of qualifying expressions will be rejected.
- (xiii) Changes to terms and conditions as enumerated in the bid document will not be valid if not notified by Kolkata Port Trust in writing to the bidder. In the event of Kolkata Port Trust intends to or awards the work against the said bid to the said bidder, and the bidder fails to commence the work in stipulated time, the Earnest Money will be forfeited.
- (xiv) The rate quoted by the bidders shall be exclusive of GST.
- (xv) 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 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 do so as requested by KoPT, 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.

9.0 EVALUATION CRITERIA OF THE PRICE BID.

The bidder will have to quote lump sum cost for the work as stated in the “Scope of Work”. The tenderer must submit their offer online according to the BOQ in the template provided.

10.0 DUTIES AND TAXES :

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 on-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 you 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 you are found to a black listed dealer as per GSTN rating system and further no payment shall be entertained.
- g) All bidders to note for execution of work following steps are required to be taken so that KoPT can avail the Input Tax Credit, wherever applicable.
- h) The party should ensure that GST invoice raised on KoPT tallies with the online data available for input tax credit and as per GST rules.

N.B : The information being provided in the Tender document does 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.

11.0 SECURITY DEPOSIT:

10% of Evaluated Price will be retained with KoPT as Security Deposit till 6 months after satisfactorily completion of the job.

12.0 GUARANTEE:

The contractor has to guarantee that he should be held responsible for any misalignment occurred during six months from the completion of the job.

13.0 INTERPRETATION OF TERMS

- (i) In the Contract and specifications the following works and expressions shall have the following meanings.
- (ii) 'THE TRUSTEES' - The expression "THE TRUSTEES' means the Board of Trustees

of the Port of Kolkata.

- (iii) “THE HARBOUR MASTER (PORT)” - The expression “The Harbour Master (Port)” means the office holding that post under the Trustees and includes his successors in office.
- (iv) “THE ENGINEER” - The expression “The Engineer “means the Harbour Master (Port), for the purpose of this contract only.
- (v) “THE ENGINEER'S REPRESENTATIVE”: The expression “The Representative” means any officer or person from time to time deputed by the Trustees or Harbour Master (Port) to act on their behalf for the purpose of this contract.
- (vi) “DAY” - means duration of 24 hrs. commencing at 00.00 hours midnight till 2400 hours and includes Sundays and Holidays.

14.0 **PAYMENT TERM:**

Payment will be made on satisfactory completion of the job and after submission of the bills along with Work Done certificate duly certified by Harbour Master (Port) or his authorized representative within 45 working days after submission of bill.

15.0 **L.D. CLAUSE:**

½% of the contract amount per week or part thereof for delay in completion of the job to a maximum ceiling of 10% will be applicable.

16.0 **SUPERVISION:**

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

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

18.0 **TIME OF COMPLETION:**

Stipulated time for completion of the entire job as stated in the scope of work shall be **limited to 21 days only** from the date of issuance of formal work order.

19.0 **FORCE MAJEURE:**

In the event of the contractor, KoPT being prevented from fulfilling its obligation or part thereof arising out of this contract due to any Force Majeure event like acts of God (flood, earthquake etc.) or war, civil commotion, strike etc., the affected party shall forthwith but in no case later than 24 hrs. from the commencement of such event, intimate the other party as to the commencement of such event and continue to intimate after every 7 days during continuance of such event. The affected party shall, upon cessation of such event, promptly inform the other party and shall commence its obligation in part or in full arising out of this contract, which was kept suspended due to such events of “Force Majeure”.

20.0 The successful bidder will be issued permits, free of costs for their men, materials,

carrying transport, equipment, etc. for the purpose of execution of the work awarded to him.

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

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

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

23.0 **Special Condition of the Contract.**

- (i) Necessary insurance coverage, if any for his workmen is to be arranged by the contractor. He shall also have to insure the personnel against any injury or death etc. and the charges for this shall be borne by the contractor.
- (ii) The contractor shall be solely responsible for the satisfaction of and shall at all time indemnify the Trustees’ against any claims or actions arising from accident or injuries to workmen or other persons or damage to property which may arise during the execution of this contract or from the breach of any law or regulation prior to completion of the job.
- (iii) The contractor shall have to indemnify KoPT regarding any loss or damage suffered by him or his employees and also to indemnify against any third party claim, which may arise while carrying out the aforesaid assignment.
- (iv) The contractor shall also have to follow all the relevant labour laws including Labour Wages Act which are in force and Trustees shall not be responsible / liable in case of any violation thereof in any way. The contractor shall have to settle or to pay all damages or claims, if any passed by any legal authority in any dispute between the contractor and his labourer and KoPT will not be responsible / liable in such disputes.

- (v) The contractor shall be deemed to have indemnified the Trustees against all claims, demands, actions and proceedings and all cost arising there from on account of pollution of waterways and damaged caused to river, sea or any other structure related to water way in transporting contractors plant and materials.
- (vi) The Trustees' reserve the Right to disqualify the Tender, in case they are satisfied that any bribe, commission, gift or advantage has been given, promised or offered by the bidder or on behalf of the bidder to any officer, employee or representative of the Trustees' or to any persons on his or their behalf in relation to acceptance of the Tender.
- (vii) The work is to be carried out with minimum possible hindrance of traffic movement.
- (viii) **Default of the contractor, Remedies and Power / Termination of the Contract:** Without being liable for any compensation to the contract, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the contractor there from after giving him a minimum three days notice in writing, due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Mooring Master shall be final and conclusive.
 - (a) The contractor has abandoned the contract.
 - (b) In the opinion of the Mooring Master, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of contractor's lapse.
 - (c) The contractor is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
 - (d) On failure of contractor not completing the job / willful delay, the work may be ordered to be completed by some other Agency at the risk and expense of the contractor, after a minimum three days notice in writing has been given to the contractor.
- (ix) **Interest not admissible to contractor:** No claim for interest shall be admissible to the contractor at any stage and in respect of any money or balance which may be due to the contractor from the Trustees, for any delay on the part of the Trustees in making interim or final payment or otherwise.
- (x) In case of any dispute arising out of the contract, decision of the Chairman, KoPT shall be binding and final on the contractor.

- (xi) The tender should remain valid at least for 6 months from the date of opening of the tender.
- (xii) The Trustees' for the Port of Kolkata do not bind themselves to accept the lowest of any offer / tender, without assigning any reason whatsoever.

(B. Pakrashi)
Harbour Master (Port)

Annexure – A

TENDER NO. Mrn/HMP/2/8/338 Dated: 09.07.2019

PRICE BID (Cover II)
BILL OF QUANTITY

Description of work	Nature of charge Amount in figure and words
(i) The sunken outer flood mooring buoys of No.3 and No.7 Baj Baj mooring berths are to be salvaged and replaced by mooring buoys transported from Kolkata. (ii) Assess the damaged mooring buoys by ultra-sound gauging and repair as found necessary and deliver to Mooring Master at Kolkata.	Lump sum rate to be quoted

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

Total amount in words

Rs.....

Date.....

Permanent Income Tax Account Number

Date :.....

Signature of Bidder

Name :

Address :

KOLKATA PORT TRUST
MARINE DEPARTMENT

FORM OF TENDER
(To be submitted with Technical Bid Part -I)

TENDER NO. . Mrn/HMP/2/8/338 Dated: 09.07.2019

The Harbour Master (Port)

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

I/We have deposited with the Port Trust's Financial Advisor a sum of Rs. 13,000/- vide Receipt No. _____ as Earnest Money and a sun of Rs. 590/- vide Receipt No. _____ being the cost of tender document.

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

Date :

 Signature of Contractor

Name

Address:-

Annexure – ‘C’

FORMAT OF AFFIDAVIT FOR ESI EXEMPTION

On the Rupees Ten Non judicial stamp paper

BEFORE THE 1st CLASS JUDICIAL MAGISTRATEAFFIDAVIT

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

1. That I am a 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).
2. 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 filed before the Kolkata Port Trust as per the Clause
 No..... of the 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

DEPONENT

Identified by me.

1.

Annexure-‘D’

On Non-Judicial Stamp Paper of at least Rupees Fifty
INDEMNITY BOND

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

1. 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.
2. 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
3. AND the Contractor hereunder agrees 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 WITNESS 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 :
 Witnesses
 Name :
 Signature :
 Address :