



BID DOCUMENT

FOR

PROCUREMENT AND INSTALLATION OF VHF BASE STATION

BY

KOLKATA PORT TRUST

ISSUED BY

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

July -2019

Kolkata Port Trust
Marine Department

1.0 NOTICE INVITING TENDER

Tender No : KoPT/MRN/CRO/44/233	Dated: 12 July 2019
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E-Tender under single part system is invited from reputed, bona fide and resourceful bidders for supply and installation of 32 nos. Digital 25 Watt VHF Base Station.

The Bid Document may be seen from the Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>). Corrigenda or clarifications, if any, shall be hoisted on the above mentioned website only. The tender is also published on KoPT website (www.kolkataporttrust.gov.in).

2.0 SCHEDULE OF TENDER (SOT)

Tender No.	Tender No : KoPT/MRN/CRO/44/233
b. Mode of Tender	e-Procurement System (Online 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. Estimated cost	Rs. 6,36,800/- excluding GST.
d. Earnest Money Deposit.	The bidders shall be required to deposit Rs.12,736/- as 'Earnest Money Deposit' (EMD) payable to Kolkata Port Trust as per tender stipulation. The original EMD instrument shall be submitted within 3 days from the closing of online submission of tender.
e. 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/Bankers Cheque/Pay Order shall be submitted within 3 days from the closing of online submission of tender.
f. Date of NIT available to parties to download.	From 12/07/2019.
g. Off line Pre-Bid Meeting date and time.	At 1400 hours on 19/07/2019 at KoPT Head Office, 15, Strand Road, Kolkata - 700001.
h. Last date of submission of EMD & Bid Document Fee to KoPT.	Up to 14:00 hours on 05/08/2019.
i. Date of starting of e-	At 10:00 hours 23/07/2019.

Tender for submission of on line Techno-Commercial Bid and price Bid at CPP Portal.	
J. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	Up to 14:00 hours on 01/08/2019 . The last date of submission of tender will not be extended under any circumstance.
k. Date & time of opening of tender (both techno-commercial part as well as price part).	On 02/08/2019 after 1500 hours .

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.

3.0 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. A. Ghosh, Dy. Director, Marine Department
Phone: 9836298699
E-mail: a.ghosh@kolkataporttrust.gov.in

2.Shri P K Bhattacharjee, Dy. Chief Radio Officer.
Phone: 03371003473
E-mail: pkbhattacharjee@kolkataporttrust.gov.in

Contact persons (CPP Portal):

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

4.0 Pre-qualification criteria of Tenderer.

- A. Intending bidder must have experience of having successfully completed *similar work during the last 7 years ending 31.05.2019, which should be either of the following:
- i. Three similar completed works, each costing not less than the amount equal to 40% of the estimated value i.e. Rs. 2,54,720/-.
 - Or
 - ii. Two similar completed works, each costing not less than the amount equal to 50% of the estimated value i.e. Rs. 3,18,400/-.
 - Or
 - iii. One similar completed work, costing not less than the amount equal to 80% of the estimated value i.e. Rs 5,09,440/-.
 - iv. The bidder must have an average annual financial turnover of at least 30% of the estimated value i.e. Rs 1,01,040/- during the last 3 years ending 31st March 2018.

*** Similar work shall mean supply and installation of wireless communication equipments.**

Note: 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 (i.e. 2015-16, 2016-17, 2017-18).

5.0 TENDER AUTHORITY

Deputy Director, Marine Department,
Kolkata Port Trust, 15, Strand Road, Kolkata-700 001
Phone: 9836298699, Telefax:-033-2231-0105
Fax No: 033-2230-4901
E-mail: a.ghosh@kolkataporttrust.gov.in
Web-site: www.kolkataporttrust.gov.in

6.0 INSTRUCTION TO BIDDERS

- 6.1 Tender with supporting documents shall be submitted **Online** through CPP Portal **<https://eprocure.gov.in/eprocure/app>**).
- 6.2 The bidder before filing and submitting the Tender is expected to thoroughly examine the Tender Documents including all instructions, forms, terms, specifications, schedules and reference drawings. Failure/omission to furnish this information required by the tender Document on submission of a bidder 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 Tender Document (Non-transferable) will be available in the website: www.kolkataporttrust.gov.in / CPP Portal. Parties downloading the tender document should ensure submission of Demand Draft towards Tender Fee, failing which the tender will not be considered.
- 6.5 Kolkata Port Trust reserve the right to reject any/all tenders or to accept any tender in whole or in part without assigning any reason whatsoever.

7.0 MODE OF SUBMISSION OF BID

- 7.1 The tenders are to be submitted online in single part and price to be quoted as per the BOQ format also online. The bidders are required to upload the following documents:
- a. Brief particulars of the Firm mentioning company's registration.
 - b. Valid "DPL" license and last renewal.
 - c. Copy of the document relating to details of Similar Works previously carried out by the firm with value & period of each work.
 - d. Copies of Performance Certificates of previous works carried out.
 - e. Copies of the Audited Balance Sheet and Profit and Loss Account for last 3 years (i.e. 2015-16, 2016-17, and 2017-18).
 - f. Photocopy of the Bank Draft / Bankers Cheque payable to 'Kolkata Port Trust' towards Tender Fee and EMD.
 - g. A declaration that the firm has not been debarred / de-listed by any Govt. / Quasi-Govt. / Public Sector Undertakings.
 - h. Authentic documents relating to registration under GST Authority.
 - i. Photo copy of ESI Registration certificate. In case the firm is not covered under ESI Act or exempted, they should furnish necessary documents along with an affidavit in original affirmed before a 1st Class Judicial Magistrate in a non-judicial stamp paper worth Rs.10/- to that effect as per enclosed KoPT approved format (**Annexure-A**). In addition that the Tenderer must indemnify KoPT against all damages and accidents occurring to their staff in a non-judicial stamp paper worth Rs.50/- as per enclosed format (**Annexure-B**).
 - j. Copy of the Current Trade License as applicable.
 - k. Photo copy of Current P.F. Statement or in case they are exempted under Provident fund act, they would furnish necessary documents along with an affidavit affirmed before a first class Judicial Magistrate to the effect as per enclosed Proforma (**Annexure-C**).
 - l. Power of Attorney in original in connection with signing the tender document.
 - m. A covering letter addressed to Dy. Director, Marine Department as per the format given at **Annexure-D**.
 - n. **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.

- o. (Price Bid) shall be quoted online as per the enclosed format without any condition or deviation. Price bid must be filled up in EXCEL Sheet through CPP Portal.

7.1.1 The contractor shall submit the documents as per the Check List above (Clause-7.1) at the time of submission of the bid online. However, the bids will be summarily rejected without any reference to the bidder if the documents mentioned against Sl. No. a, b, c, d, e, f & I are not submitted with the bid.

7.1.2 THE DOCUMENTS UPLOADED BY BIDDER(S) WILL BE SCRUTINISED. 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 BIDDER(S).

7.2 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.

7.3 Validity of Bid.

Tenders will be required to be valid for a period of 180 days from the date of opening of the tender.

8.0 OTHER INSTRUCTIONS

8.1 Bidders are advised to submit quotation online based upon technical specification, terms and conditions, Scope of Work, Technical Specification 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 Regulations'. 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 need 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 Deputy Director, Marine Department,
Kolkata Port Trust,
15, Strand Road,
Kolkata-700 001

- 8.5 The bidders may please note that 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 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.

- 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 the submissions of tenders, KoPT may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Tenderer / bidder, modify the Tender Documents by issuance of addenda, which shall be in 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 tenderers / bidders shall not be construed to as amendment to the Tender Document.

9.0 EARNEST MONEY DEPOSIT

- 9.1 The bidders shall be required to deposit **Rs. 12,736/-** as 'Earnest Money Deposit' (EMD) payable to 'Kolkata Port Trust' by Banker's Cheque or Pay Order or Demand Draft, payable at Kolkata physically.
- 9.2 Earnest Money of unsuccessful bidders will be refunded within 2 months of opening the Price bid or on finalization / acceptance of tender, whichever is earlier. EMD of L-I bidder will only be encashed. Tender submitted without EMD shall not be considered.
- 9.3 EMD of successful bidder will be returned without interest after completion of supply and installation of VHF Base station. In case the successful bidder fails to execute the job in terms of tender conditions, the EMD will be liable for forfeiture.

10.0 SECURITY DEPOSIT

- 10.1 **10% of the total evaluated value as per price bid** of the tender (excluding GST) will be retained from the bill towards Security Deposit and to be released on completion of 12 months of guarantee period.

11.0 Micro & Small Enterprises (MSEs) registered with NSIC:

- i) Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Tender Fee and Earnest Money having valid NSIC Certificate for MSEs or with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.
- ii) If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.
- iii) Copy of valid NSIC Certificate for MSEs or DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be uploaded along with the bid.

12.0 INSTRUCTION FOR FILLING THE BIDS

- 12.1 The bids can only be submitted in the name of the bidder.
- 12.2 The Bid and any annotations or accompanying documentation shall be in English language only and in metric system.
- 12.3 Bidders shall sign their proposal and all attached documents with the exact name of the firm who has downloaded the bid document.

- 12.4 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 as 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.
- 12.5 The tender shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be completed free from ambiguity, change or inter-lineation.
- 12.6 Bidders should indicate at the time of quoting against this bid their full postal /e-mail address and telephone and fax numbers.
- 12.7 Bidders shall set their quotations online as per BOQ format and without any qualifications.
- 12.8 Price Bids, containing any sort of qualifying expressions will be rejected.
- 12.9 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 by 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.

13.0 TAXES & DUTIES.

- 13.1 The prices quoted shall be including all statutory levies excluding GST. The summation of all item-wise total prices (excluding GST, i.e. Grand total as mentioned in BOQ) would be the basis of evaluation.
- 13.2 Supplier / Service Provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- 13.3 The Supplier / Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions thereunder applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier / Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier / Service Provider and details available with Kolkata Port Trust, then payments to Supplier / Service Provider to the extent of GST relating to the invoice/s under mismatch may be retained from due payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account

and is finally available to Kolkata Port Trust in terms of GST laws and that the credit of GST so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.

- 13.4** 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.
- 13.5** Supplementary invoice/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.
- 13.6** The purchase order/work order shall be void, if at any point of time bidders are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

14.0 INTERPRETATION OF TERMS.

In the contract and specification, the following words and expressions shall have the meanings mentioned hereunder.

- 14.1** The TRUSTEES - the expression 'The Trustees' means Board of Trustees of the Port of Kolkata.
- 14.2** The Director, Marine Department - the expression 'Director, Marine Department' means the officer holding that post under the Trustees and includes his successors in office.
- 14.3** The Deputy Director, Marine Department - the expression 'Deputy Director, Marine Department' means the officer holding that post under the Trustees and includes his successors in office.
- 14.4** The ENGINEER - the expression 'The Engineer' means Deputy Director, Marine Department for the purpose of this contract only.
- 14.5** The ENGINEER'S REPRESENTATIVE-the expression 'The Engineer's Representative' means any officer or person from time to time deputed by the Trustees or Director, Marine Department or Deputy Director, Marine Department to act on their behalf for the purpose of this contract.
- 14.6** The Deputy Director, Marine Department from time to time may authorise any person or persons in writing, a copy of which is to be forwarded to the contractor, to be meant by him to exercise such powers, authorities and discretions on his behalf under this contract as he may think fit and proper and the contractor shall recognise, honour and give effect to such authorities in all respect.

15.0 SPECIAL CONDITIONS OF THE CONTRACT

15.1 Scope of work:

Kolkata Port intends to purchase 32 nos. Digital 25 Watt VHF Base Station along with SMPS Power Supply, GP Antenna and necessary Accessories for the Marine Department with the following specifications:

Sl. No.	Aspect	Specification
1	Frequency Range	136 - 174 Mhz. with 12.5 Khz. Channel spacing and min. Provision of 10 channels in the Marine Band with Auto Scan, Squelch Setting.
2	Frequency Stability	+ / - 0.5 ppm.
3	Operating Temp. range	-20°C to +60°C
4	Power Output	25 Watts.
5	Antenna Port Impedance	50 Ohms.
6	SMPS Power Supply	Compatible SMPS Power Supply With Reverse Polarity & Over Voltage Protection
7	Operating Vol. Range	10.8 Volt. DC to 15.6 Volt. DC
8	Co-axial Cable (RG213)	30 mtrs. (with both end VHF/UHF male connector).
9	GP Antenna	0 db, with mounting bracket.
10	Accessories	a. Hand Microphone b. DC Power Cable c. Spare DC Fuse for each set. d. Mounting Bracket
11	Warranty	Min. 12 months

15.2 The supply and installation of VHF base station are to be completed within 30 days from the date of issuance of work order,

15.3 Standard Trustees Force Majeure Clause would be applicable for delay in working beyond the control of the repairer.

15.4 Liquidated damage @ ½% per week or part thereof subject to a maximum of 10% of the contract value shall be applicable as per KoPT's standard L.D. Clause as stipulated in GCC.

15.5 The selected bidder is required to sign an agreement within 7 days of issuance of work order as per the agreement format provided in the GCC.

15.6 Payment shall be made as per the following Terms & Conditions:

90% of the payment will be released on submission of the complete bill after completion of supply and installation of VHF sets. Balance 10% would be retained as Security Deposit, which would be paid on completion of guarantee period of 12 months from the date of satisfactory installation.

- 15.7 All work to be guaranteed for a period of 12 months from the date of satisfactory commissioning.
- 15.8 The rate quoted shall be inclusive of all fees, taxes & duties except for GST, as applicable, which shall be paid extra at actual by KoPT.
- 15.9 The price would be evaluated on the basis of the grand total of the evaluated cost excluding GST.

16.0 PRICE BID FORMAT

Sl. No.	Description with number of units	Rate per unit (in Rs.)	Quantity	Total Cost 32 Nos. excluding GST.	Total Cost 32 Nos. including GST.
a.	25 Watt VHF Base / Wall Mounted Station 32 Nos. (including Mic & Bracket) :		32		
b.	12 Volt, 15 Amp., SMPS Power Supply (including Supply cable and Fuse) :		32		
c.	30 mtrs. Co-Axial Cable RG 213 with both end UHF male connector :		32		
d.	GP Antenna :		32		
Grand Total : (in Rs.)					

On Non-judicial Stamp Paper of at least Rs.50/-
BEFORE THE 1st CLASS JUDICIAL MAGISTRATE

AFFIDAVIT

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.

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 tenderer
under Marine Department, Kolkata Port Trust (A Statutory Body under MPT Act.
1963).

2. 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.
3. 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
.....
4. 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 the
.....day of in the year -----at -----

Sureties: Signature of the Indemnifier

1. Name:

Address:

2. Name:

Address:

On the Rs.10/- (Rupees Ten) Non Judicial Stamp Paper

BEFORE THE 1st CLASS JUDICIAL MAGISTRATE AT _____

AFFIDAVIT

I _____ son of _____ Aged
about _____ years, by faith _____ by
Occupation _____ residing at
_____.

Do hereby solemnly affirm and declare as flows:

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.
3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the clause No. _____ of the Tender vide NIT 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 _____

Covering letter

Ref. No.

Dated:

The Dy. Director,
Marine Department.

Kolkata Dock System, Kolkata Port Trust,
15, Strand Road, Kolkata - 700001.

Dear Sir,

1. We _____ (Name of Tenderer having examined the Tender Document and understood its contents, hereby submit our Tender for _____ dt. _____)
2. All information and proofs provided in the Tender including Addendum and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.
3. We shall make available to Kolkata Port Trust (hereinafter referred to as KoPT) any additional information it may find necessary or require to supplement or Authenticate the Tender.
4. We, _____ (Name of Tenderer) hereby undertake that we will abide by the decisions of KoPT in the matter of examination, evaluation and selection of Successful Tenderer and shall refrain from challenging or questioning any decision taken by KoPT in this regard. We, further acknowledge the right of KoPT to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We also certify the following
 - a) We have not been debarred by the Central / State Govt. or any entity Controlled by them or any other legal authority from participating in any Tender /Contract / Agreement of whatever kind
 - b) We have also not been expelled from any project or contract nor have had any contract terminated for breach in the last 3 years ending on the date of opening of the techno commercial part of the tender.
6. We declare that:
 - a) We have examined and have no reservations to the Tender Document,

Including the Addendum, if any, issued by KoPT thereon.

- b) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.
- 7. We understand that KoPT reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any obligation for such acceptance, rejection or annulment without assigning any reason thereof.

Yours faithfully,

Signature of Tenderer

Name _____

Designation _____

Date _____

Seal:
