



कोलकाता पत्तन न्यास
KOLKATA PORT TRUST



*HARBOUR MASTER (RIVER)'S OFFICE“
SUBHAS BHAVAN”, 3rd FLOOR,
40, C.G.R. ROAD,
KOLKATA - 700 043, WEST BENGAL
PHONE NO. - 24391853*

NOTICE INVITING TENDER

TENDER Ref. NO. MRN/HMR/551A/333 Dated 25.07.2019

Kolkata Port Trust intends to engage a contractor for one Mechanised Boat for transportation of Pilots between Sagar Pilot Station and Pilot Launch at Sagar Island ,24-Parganas (S), West Bengal for a period of six months from October 2019.

ESTIMATED VALUE OF THE TENDER FOR SIX MONTHS IS Rs. 5.1 Lakhs

SCHEDULE OF TENDER (SOT)

A. Name of work	Engagement of one Mechanised Boat for transportation of pilots between Sagar Pilot Station and Pilot Launch at Sagar Island ,24-Parganas (S), West Bengal for a period of six months.
B. Estimated cost	Rs. 5.1 Lakhs
C. Period of Contract	Six Months.
D. 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.
E. Reference tender No.	MRN/HMR/551A/333 dated 25/07/2019.
F. Date of NIT available to parties to download.	27/07/2019, after 1600 hrs.
G. Off line Pre-Bid Meeting date and time	At 1400 hours on 29/07/2019 at the office of Harbour Master (River), Marine Department, Kolkata Port Trust, “Subhas Bhaban” 40, Circular Garden Reach Road, Kolkata – 700043.
H. Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at CPP Portal	31/07/2019 at 1000 hrs.
I. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	Up to 1400 hours on 21/08/2019. The last date of submission of tender will not be extended under any circumstance.
J. Date & time of opening of Techno-Commercial Bid and Price Bid.	22/08/2019 after 1400 hours.
K. Earnest Money Deposit.	The bidders shall be required to deposit Rs. 10,200/- as ‘Earnest Money Deposit’ (EMD) payable to Kolkata Port Trust as per tender stipulation.
M. Bid Document fee.	The intending bidders also should submit the tender cost of INR 590/- (Rupees Five hundred ninety only) to Kolkata Port Trust separately as per tender stipulation.

Note: 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.

Important instructions of E-tendering

You are requested to read the terms and conditions of this tender before submitting your online tender. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the tender.

1.	<p>Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version 8 or above, and Java 8 Update 151 or 161.</p> <p>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 :</p> <ul style="list-style-type: none"> ➤ Bidders Manual Kit ➤ Help for Contractors ➤ FAQ <p>Contact person (KoPT): Dealing officer's name : N. Rajaram, Designation : Harbour Master (River), Phone No. : 9836298637 E-mail ID : hmr@kolkataporttrust.gov.in</p> <p>D. Sengupta, Dy. Harbour Master (Port) Phone No. : 9874437766 d.sengupta@kolkataporttrust.gov.in</p> <p><u>Contact persons (CPP Portal):</u> 1. Shri Nazmush – Mob: 9563251950 email: webhelpdesk@gmail.com See CPP Portal for contact details.</p>
2.	Single stage single part system comprising of two parts i.e. (i) Techno-Commercial Bid and (ii) Price Bid.
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
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.
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.
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

	<p>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.</p> <p>(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.</p>
7.	E-tender cannot be accessed after the due date and time mentioned in NIT.
8.	<p>Bidding in e-tender:</p> <ol style="list-style-type: none"> 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. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid. 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. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else. The e-tender floor shall remain open from the pre-announced date and time and for as much duration as mentioned above. 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. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. 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. 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. 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.

9.	Any order resulting from this open e-tender shall be governed by the terms and conditions for the tender.
10.	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
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.
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.
13.	The bid will be evaluated based on the filled-in technical & commercial formats.
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.
15.	Necessary addendum / corrigendum (if any) of tender would only be hosted in the e-tendering portal of CPP.
16.	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.
17.	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.
18.	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) certificate has to be submitted along with the bid
19.	Due date of submission of Tender will not be extended under any situation.

TENDER NOTICE.

Tender No. MRN/HMR/551A/333 Dated 25.07.2019

TENDER NOTICE FOR ENGAGEMENT OF ONE MECHANISED WOODEN BOAT FOR TRANSPORTATION OF PILOTS AND OTHER KOPT OFFICIALS BETWEEN SAGAR PILOT STATION AND PILOT LAUNCH AT SAGAR ISLAND, 24-PARGANAS (S), WEST BENGAL .

Estimated Value of The Work	Rs 5.1 lakhs.
Earnest money	Rs. 10,200/-
Duration of work	Six months.
Pre –Bid meeting	At 1400 hrs. on 29/07/2019.
LAST DATE OF SUBMISSION	At 1400 hrs. on 21/08/2019.
Opening of Tender	At 1400 hrs. on 22/08/2019.
Cost of Tender Document	Rs.590/- (Rupees Five hundred ninety only)

ISSUED BY:
HARBOUR MASTER (River),
MARINE DEPARTMENT
KOLKATA PORT TRUST
“SUBHAS BHABAN”,
40, CIRCULAR GARDEN REACH ROAD,
Kolkata – 700 043.

KoPT website: www.kolkataporttrust.gov.in

NOTICE INVITING TENDER

1. Tender under “One Cover Bid”, comprising of two parts i.e. (i) Techno-Commercial Bid and (ii) Price Bid are invited from experienced, bonafide and competent owners/ suppliers/ firms for engagement of one Wooden Mechanised Boat for transportation of pilots and KoPT officials between Sagar Pilot Station and Pilot Launch for a period of six months from October 2019 to 31st March 2020.

2. Pre-Qualification Criteria.

- 2.1. The firm must have experience of having successfully completed *similar work during the last 7 years up to 31.6.2019 which should be in the following manner:-

- a) Three similar completed works, each costing not less than the amount equal to 40% of the estimated value i.e. Rs.2.04 lakhs
Or
- b) Two similar completed works, each costing not less than the amount equal to 50% of the estimated value i.e. Rs. 2.55 lakhs
Or
- c) One similar completed work, costing not less than the amount equal to 80% of the estimated value i.e. Rs. 4.08 lakhs
- d) The average Annual Financial turnover of the intending bidder during the last 3 years should be at least 30% (Rs. 1.53 lakhs) of the estimated amount put to tender.
- e) 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. 2016-17, 2017-18 & 2018-19), Master Roll, Current P.F. statement, E.S.I. Registration or documents specified here in. The firm should also submit documents/statements in support of compliance of Minimum Wages Act.

*** The similar work shall include supply of boats/launches with manning for transportation in waterway. Work experience, as a sub-contractor shall not be considered as the requisite qualification.**

BID DOCUMENT FOR THE TENDER

OF

Engagement of one Mechanised Boat for transportation of Pilots between Sagar Pilot Station and Pilot Launch at Sagar Island for a period of six months from October 2019.

BY

KOLKATA PORT TRUST

TENDER NO. MRN/HMR/551A/333

DATED 25.07.2019

Tendering Authority:

Harbour Master (River)

“Subhas Bhavan”, 40, C.G.R. Road, Kolkata – 700 043

Telephone No. 033-2439-1851

Email : hmr@kolkataporttrust.gov.in

Website : www.kolkataporttrust.gov.in

3. OTHER INSTRUCTIONS

- 3.1 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.
- 3.2 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.
- 3.3 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.
- 3.4 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.
- 3.5 While evaluating tenders, regard would be paid to National Defence and Security consideration.
- 3.6 Further amendments, if any, would also appear in the same websites.
- 3.7 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.
- 3.8 **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
- 3.9 **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 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 upload signed bid documents and GCC.

4. MODE OF SUBMISSION OF BID

The tenders are to be submitted 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.

4.1 **Part-I (Techno-Commercial) will contain the following documents:-**

- 4.1.1 Brief particulars of the Firm.
- 4.1.2 Current Trade License, GST Registration Certificate and audited balance-sheet for last 3 years i.e. 2016-17, 2017-18, 2018-19. Authentic documents related to registration under ESI authority, documents related to compliance of Minimum Wages act.
- 4.1.3 Details of Similar Works previously carried out by the firm with value of each work.
- 4.1.4 Performance Certificate of similar previous works carried out.
- 4.1.5 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 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.
- 4.1.6 Original Bank Draft/Banker's Cheque/ Pay Order payable to "Kolkata Port Trust" for Earnest Money deposit of Rs. 10,200/- and Cost of tender document of Rs.590/- in a separate cover super scribed as "Earnest Money Deposit & Cost of Tender Document".
- 4.1.7 Tender document duly stamped and signed on each page.
- 4.1.8 The particulars of the boats that the bidder intend to utilize for this purpose along with the relevant certificate from the appropriate authority.
- 4.1.9 A separate letter addressing to Harbour Master (River), confirming that the bidder has accepted all terms and conditions laid down in the Bid document should be enclosed.
- 4.1.10 A declaration that the Mechanised Wooden Boat is free from all encumbrances and lien.

- 4.1.11 The Bidder must indemnify KoPT against all damages and accidents in a non-judicial stamp paper worth Rs.50/- as per enclosed format (**Annexure- H**). KoPT or an individual representing KoPT cannot be held responsible for loss or damage caused to the mechanised boat or loss of lives or injury to contractor's workmen engaged for the purpose of transporting Pilots while actually performing duties or otherwise. It is contractor's responsibility to have its boat and persons on board adequately indemnified by an insurance company of repute.
- 4.1.12 A declaration that the bidder has not been debarred/blacklisted by any Govt. /Semi Govt. /PSU Organisation.
- 4.1.13 Details of supervision and Liaison set up planned to be used for supervision and co-ordination of the work.
- 4.1.14 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.
- 4.1.15 Letter of authority, if any.
- 4.1.16 Filled up "Form of Tender" as per enclosed proforma.
- 4.1.17 Any additional information /deviation furnished by the Bidder.
- 4.2 **Contents of Part-II (Price Bid) :** The price, in Indian Rupees, shall be submitted as per enclosed format (**Annexure – C**). 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.

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.

5. **INSTRUCTION TO BIDDERS**

- 5.1 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).

- 5.2 Tenders not accompanied with EMD in Original Bank Draft / Bankers Cheque / Pay order are liable for rejection.
- 5.3 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.
- 5.4 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.
- 5.5 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 (River), Kolkata Port Trust.
“Subhas Bhavan”, 40, C.G.R. Road, Kolkata – 700 043.
Phone No. 033-2439-1853, email – hmr@kolkataporttrust.gov.in
- 5.6 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.
- 5.7 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.

- 5.8 **Signing of the Contract :** On placement of work order to the successful bidder, the bidder shall arrange for mobilisation of his men and equipments on immediate basis. The successful bidder will have to make arrangements for signing a formal agreement with Kolkata Port Trust on a non-judicial Stamp paper of Rs. 50/- as per enclosed format (Annexure F) within seven days on placement of work order.
- 5.9 The General Conditions of Contract of KoPT shall be applicable wherever relevant.

6. Evaluation of Tender:-

Tenders will be evaluated as below. GST would not be taken into account during evaluation.

MECHANISED WOODEN BOAT

- a) Bare boat daily hire charge including continuous manning by at least 3 appropriate persons including maintenance. Rs..... Per day
(Rupees Per day) (in words)
- (b) Running charges per hour inclusive of fuel Lubricants and all consumables. Rs.....Per hour
(Rupees Per day) (in words)

For Evaluation:-

(a x 180 days + b x 2.3hrs. x 180 days) Rs.....(Total)
(Rupees(Total)

7. Duties and Taxes :

- 7.1 Suppliers / service provider to confirm that the GST amount charged in invoice is declared in the return and payment of taxes is also made.
- 7.2 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 invoices/s under mismatch may be retained from due payments till such time Kolkata Port Trust is not sure that accurate tax amount is

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

- 7.3 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 suppliers shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.
- 7.4 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.
- 7.5 The purchase order / work order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.
- 7.6 Any new statutory levies, taxes, duties, cess etc. imposed by the Central / State / Local Authorities by way of fresh notification subsequent to the issue of purchaser order, but within the stipulated delivery period, shall be recovered separately.

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.

8. EARNEST MONEY DEPOSIT:

- 8.1 An amount of Rs.10,200/- shall be submitted as Earnest Money Deposit by Demand Draft / Banker's Cheque / Pay Order, payable to "Kolkata Port Trust".
- 8.2 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.
- 8.3 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.

9. SECURITY DEPOSIT:

- 9.1 The successful tenderer will submit Security Deposit for a sum equivalent to 10% of the TOTAL EVALUATED PRICE of the tender as accepted by KoPT in Demand Draft in favour of " KOLKATA PORT TRUST" and payable in Kolkata or in the form of Bank Guarantee as per the enclosed format (Annexure- E) in favour of 'Kolkata Port Trust' from a National / Scheduled Indian Bank with office at Kolkata, through Harbour Master (River). The Security Deposit will be kept with KoPT till the completion of the contractual period of six months and will be refunded as soon as possible after satisfactory completion of contractual period.
- 9.2 The Harbour Master (River) shall have the right to ask for the extension of the above Bank Guarantee till such time the Contractual obligations are fulfilled and the Contractor will be duty bound to extend the same.
- 9.3 After the issuance of Letter of Intent, Security Deposit will have to be submitted within 7(seven) working days. Work order will be issued after receipt of Security Deposit.

10. SPECIAL CONDITIONS OF THE CONTRACT

- 10.1 **Scope of the work:** The work involves transportation of Pilots and KoPT officials between Shore Based Sagar Pilot Station and the Pilot launch at Sagar by appropriately manned wooden mechanized boat in an efficient and safe manner:

	Description of work	Duration of Contract	Estimated value
10.1.1	Transportation of Pilots between Sagar Pilot Station and the Pilot launch at Sagar by manned wooden mechanized boat	Six months from October 2019	Rs.5.1 lakhs
10.1.2	Transportation of Pilots between Sagar Pilot Station and Pilot launch at Sagar is to be carried out in a safe and effective manner round the clock under instruction from Commander Sagar Pilot Station by using mechanised boat to the entire satisfaction of KoPT.		Transportation of pilots is to be carried out by using wooden mechanised boat.
10.1.3	Mechanised boat deployed for the purpose of transportation of Pilots as per description of work, is to be on the basis of daily hire and hourly running		Mechanised boat to be deployed on

	charges on actual usage/deployment inclusive of expenses towards fuel, lubricants, consumables, men and all other incidental expenses.	daily hire rate plus hourly running charges as per actual usage.
10.1.4	There is no provision for payment of any escalation on the price under this contract.	No escalation payable.
10.1.5	The Contractor is to provide name/ telephone number etc. of contact person who would always be available over telephone including holidays. At least one of the persons manning the mechanized boat should be available at all times at the jetty complex/ Sagar Pilot Station building complex for receiving orders for Pilot's boating schedules from Commander Pilot Station	Availability of contractor over telephone all the time.
10.1.6	KoPT or an individual representing KoPT cannot be held responsible for loss or damage caused to any of the mechanised boat or loss of lives or injury to contractor's workmen engaged for the work while actually performing duties or otherwise. It is contractor's responsibility to have its boats and labourers adequately indemnified by an insurance company of repute.	KoPT will not be responsible for any loss of lives and equipment.
10.1.7	The successful bidder will have to comply with the provisions of "Employer's State Insurance Act 1948 along with amendments (if any) issued from time to time.	Compliance of E.S.I Act 1948.
10.1.8	It is desired that the contractor is conversant with the shipping channel, the weather, tidal conditions etc.	Familiarisation of site conditions by the bidders.
10.1.9	The mechanized boat shall be available at all times for use. In case of non-availability for any reason, whatsoever, the Contractor shall be liable to provide replacement of boat forthwith. Non-availability of the boat for transportation of Pilots will adversely affect the shipping of Kolkata Port for which the contractor will be held responsible.	Availability of mechanised boat at all times.
10.1.10	The boat will be scheduled to be placed from the date of the work order. The order will be placed on the selected firm on obtaining approval of the competent authority.	Award of contract.

11. THE CONDITIONS FOR HIRING THE MECHANIZED BOAT ARE AS BELOW:

- 11.1 Wooden mechanized boat is to be stationed at Shore Based Pilot Station, Sagar Island and to be used for the transportation of pilots and other services of the Trustees and shall be available for use at any time of the day and night. Non-availability of the boat will adversely affect the shipping of Kolkata Port for which the contractor will be held responsible.
- 11.2 The mechanized boat must be appropriately registered and fit for the above operations.
- 11.3 The contractor shall supply appropriate/experienced crew for operation and maintenance of the mechanized boat. Minimum manning of three heads to be provided during any operation.
- 11.4 Supply of fuel, lubricants and all consumables shall be entirely the responsibility of the contractor and cost should be included in the price bid.
- 11.5 The mechanized boat shall be made available at the jetty complex of the Shore Based Pilot Station at Sagar and will work under the orders of Commander Pilot Station.
- 11.6 The mechanized boat should be capable of carrying 6 Pilots, with sitting arrangements. The draft of the boat shall be such that it can ply in shallow water.
- 11.7 The baggage of the Pilots has to be carried by the persons manning the boat.
- 11.8 At least one of the persons manning the mechanized boat should be available at all times at the jetty complex/ Pilot Station building complex for receiving orders for Pilot's boating schedules from Commander Pilot Station.
- 11.9 The daily log of usage will have to be maintained in duplicate by the contractor. As and when the boat is in use, the pilots/officers using the same shall sign the log indicating the period of usage. This log should be countersigned by the Commander at the Pilot Station.
- 11.10 Bill will be submitted once in a month duly certified by the Commander Sagar Pilot Station, for payment as per actual period of deployment of the boat, on monthly basis, to the Harbour Master (River) at his Kolkata Office. PAN and details of bank account number to be mentioned for ECS.
- 11.11 The mechanized boat shall be available at all times for use. In case of non-availability for any reason, whatsoever, the Contractor shall be liable to provide replacement of boat forthwith. However, if the Contractor fails to provide suitable boat to carry out the order, a penalty @ double the daily hire charge

- plus GST shall be deducted for each day from his bill, besides non-payment of the daily hire charge for the said period.
- 11.12 The successful bidder must submit a local police verification certificate for those persons who will be deployed for carrying out the duties.
- 11.13 The Contractor should comply with all the contract labour laws, as applicable.
- 11.14 There is no provision for payment of any escalation on the price under this contract.
- 11.15 The Contractor shall be deemed to have indemnified the Trustees against all claims, demands, actions and proceedings and all costs arising there from or account of failure on their part or non-supply of boat with requisite items on any day during contract period.
- 11.16 The information being provided in the Tender document does not relieve the successful bidder from carrying out the works to suit the specified needs. The bidder shall inspect the site and use any and every other methods to ensure adequacy of their offer.
- 11.17 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, owing to dispute or otherwise or for any delay on the part of Trustees in making interim or final payment or otherwise.
- 11.18 Default of the Contractor: Without being liable for any compensation to the contractor the Trustees may in their absolute discretion, terminate the contract and expel the contractor there from after giving him a notice in writing due to occurrence of any of the following reasons as communicated by the Commander, Sagar Pilot Station shall be final and conclusive:
- (a) The Contractor has abandoned the contract.
 - (b) In the opinion of the Commander, Shore Based Station, either the work is not satisfactory or the work is not likely to be complied with in the agreed period of time on account of contractor's lapse.
 - (c) The contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
- 11.19 In case of dispute arising out of the contract, decision of the Dy.Chairman, Kolkata Dock System shall be final and binding on the contractor.
- 11.20 No correspondence whatsoever will be entertained on the Tender after opening of the price bid and placement of order.

- 11.21 The Trustees for the port of Kolkata do not bind themselves to accept the lowest or any offer/Tender or part thereof and reserve the right to accept or not to accept any or all of the tenders either in whole or in part without assigning any reason whatsoever.
- 11.22 The validity of the offer will be ninety days from the date of opening of the price bid.
- 11.23 All taxes and duties are to be included in the bills of quotation. KoPT is not liable to pay any tax or duty whatsoever.
- 11.24 As KoPT is not a Registered Body Corporate, it is not liable to pay service tax under “Reverse Charge Mechanism” as per Service Tax Law. The service provider is liable to recover service tax as applicable.
- 11.25 ‘The General Conditions of Contract’ of KoPT shall be applicable as relevant.

11.26 Insurance:

- 11.26.1 The wooden boat and Third party liability.
- 11.26.2 All persons deployed by the contractor shall be insured by the contractor at his / her cost. KoPT shall not be responsible in any manner for any accident to the personnel engaged by the Contractor during the entire operation or otherwise.

12. Interpretation of Terms

- 12.1 In the Contract and specifications the following works and expressions shall have the following meanings.
- 12.2 “THE TRUSTEES” - The expression “THE TRUSTEES” means the Board of Trustees of the Port of Kolkata.
- 12.3 “THE HARBOUR MASTER (RIVER)” - The expression “The Harbour Master (RIVER)” means the office holding that post under the Trustees and includes his successors in office.
- 12.4 “THE ENGINEER” - The expression “The Engineer” means the Harbour Master (RIVER), for the purpose of this contract only.
- 12.5 “THE ENGINEER'S REPRESENTATIVE”: The expression “The Representative” means any officer or person from time to time deputed by the

Trustees or Harbour Master (RIVER) to act on their behalf for the purpose of this contract.

- 12.6 “DAY” - means duration of 24 hrs. commencing at 00.00 hours midnight till 2400 hours and includes Sundays and Holidays.
13. **Payment:** Payment shall be made to the contractor within 45 days of submission of relevant bills. Payment will be made only through ECS for which the Contractor must furnish the relevant bank details immediately after signing the contract.
14. **Termination of contract :** KoPT, at his sole discretion may terminate the contract after serving proper notice, if the performance of the contractor during the operation is not found satisfactory. The decision of KoPT about the performance will be final.

Harbour Master (River)

1. ANNEXURE A : IMPORTANT INSTRUCTIONS TO BIDDER
2. ANNEXURE B : TENDER DOCUMENT
3. ANNEXURE C : PRICE BID
4. ANNEXURE -D : FORM OF TENDER
5. ANNEXURE -E : PROFORMA OF BANK GUARANTEE (PERFORMANCE BOND)
6. ANNEXURE- F : FORMAT OF AGREEMENT
7. ANNEXURE - G: FORMAT OF AFFIDAVIT FOR ESI EXEMPTION
8. ANNEXURE -H : INDEMNITY BOND

FORMAT OF PRICE BID

TENDER NO.MRN/HMR/ 551A/333 dated 25.07.2019

PRICE BID (COVER II)

BILL OF QUANTITY

MECHANISED WOODEN BOAT

- a) Bare boat daily hire charge including Rs..... Per day
continuous manning by at least 3 appropriate
persons including maintenance.

(Rupees.....Per day) (In word)

- (b) Running charges per hour inclusive of fuel Rs.....Per hour
Lubricants and all consumables.

(Rupees.....Per day) (In word)

For Evaluation:-

(a x 180 days + b x 2.3hrs. x 180 days) Rs.....(Total)

(Rupees(Total) (In word)

Signature of Bidder

(With Official Seal)

Date _____

Name _____

Address _____

FORM OF TENDER
(To be submitted with Technical BidPart – I)

TENDER No. MRN/HMR/551A/333 dated 25.07.2019

To
Harbour Master (River),
Kolkata Port Trust,
40, Circular Garden Reach Road,
Kolkata 700043

Dear Sir,

I/We M/s. ----- having
examined the site of work, read and fully understood the specifications, General & Special Conditions of
tender and hereby undertake to execute and complete all the works required to be performed in
accordance with specifications, Bill of Quantities, General & Special Conditions of Contract prepared by
or on behalf of the Trustees and at the rates & prices set out in the annexed Bill of Quantities during the
pendency of the contract from the date of order to commence the work 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 enclosed herewith/deposited with the Trustees' Financial Advisor & Chief Accounts Officer :

- (a) Earnest Money of Rs.10,200/- vide -----dated -----
(b) Rs.590/- vide Receipt No ----- dated ----- being the cost of the tender
document.

I/We agree that the period for which the tender shall remain open for acceptance shall not be less than 90
days.

Should Kolkata Port Trust ask for a break up of our price, we shall submit the same forthwith with
adequate justification to establish its veracity, failing which Kolkata Port may cancel our tender and
forfeit the Earnest Money deposited by us.

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 the decision.

Yours faithfully,

Dated -----

WITNESS:

Signature
Name: (In Block letters).
Address:
Occupation:

(Signature of Bidder with Seal)
Name of the Bidder
(In Block Letter):
Address:

Note: all blank spaces to be filled in by the Bidder and be submitted along with tender.

PROFORMA OF BANK GUARANTEE
(PERFORMANCE BOND)

(In lieu of Cash Security Deposit, to be issued by the Kolkata Branch of any National / Scheduled Indian Bank with office at Kolkata on Non-Judicial Stamp Paper worth Rs. 100/- or as decided by the Engineer/Legal Adviser of the Trustees).

To
The Board of Trustees
For the Port of Kolkata.

BANK GUARANTEE NO..... DATE.....

Name of Issuing Bank

Name of Branch.....

Address

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

Guarantee in the manner aforesaid. The very fact that we.....Bank.....Branch, Kolkata decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

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

3. We.....Bank.....Branch, Kolkata further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid up to and inclusive ofdays of20 and subject also to the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6(six) calendar months from the expiry of the aforesaid validity period up to.....or any extension thereof made by us.....Bank.....Branch, Kolkata in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required /determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

4. We.....Bank.....Branch, Kolkata further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said contract to extend the time for full performance of the said contract including fulfilling all obligations under the said contract or to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the contractor and to forebear or enforce any of terms and conditions relating to the said contract and WeBank..... Branch, Kolkata shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us,Bank.....Branch, Kolkata.

5. We.....Bank.....Branch, Kolkata, lastly undertake not to revoke this Bank Guarantee during its currency except with the pervious consent of the Trustees in writing.

SIGNATURE.....

NAME

DESIGNATION.....

(Duly constituted attorney for and on behalf of)

BANK.....

BRANCH.....

Kolkata.....

(OFFICIAL SEAL OF THE BANK)

(To be on non-judicial stamp of Rs. 50/-)

FORM OF AGREEMENT

TENDER FOR HIRING OF ONE MECHANIZED WOODEN BOAT FOR TRANSPORTATION OF PILOTS AND KOPT OFFICIALS BETWEEN SAGAR PILOT STATION AND PILOT LAUNCH AT SAGAR FOR A PERIOD OF SIX MONTHS FROM OCTOBER 2019

This Agreement made on thisday of.....20... between the Board of Trustees for 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 heirs, executors, administrators, representatives and assigns or successors in office) of the other part.

Whereas the Trustees are desirous that transportation of Pilots between the Sagar Pilot Station and the pilot launch at Sagar should be executed by mechanized boat in satisfactory and safe manner and have accepted a Tender / offer by the Contractor for the said work.

Now this agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.
 - a) The said Tender / offer and the acceptance of tender / offer including terms and conditions finalized and accepted by both parties prior to opening of price Bid submitted by the contractor.
 - b) The General Conditions of Contract, Forms & Agreement of KoPT.
 - c) Special Conditions of Contract (if any).
 - d) The Conditions of Tender.
 - e) The Price Bid as submitted by the contractor and as accepted by the Trustees.
 - f) The Specification.
 - g) The Bill of Quantities.
 - h) The work order dated
 - i) All correspondence, by which the contract is added, amended, varied or modified in any way by mutual consent.

3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Trustees to execute the work of transportation of Pilots between Sagar Pilot Station and the pilot launch by mechanized boat 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 about six months as per work order and maintain the work in conformity in all respects with the provisions of the Contract.

4. The Trustees hereby covenants to pay to the Contractor in consideration of satisfactory execution of the contract at actual as per contract price schedule at the times and in the manner prescribed in the contract.

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

Contractor

Harbour Master (River)

Witness

1-----

2-----

FORMAT OF AFFIDAVIT FOR ESI EXEMPTION

**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 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 :

The Harbour Master (River)
Kolkata Port Trust
“Subhas Bhaban”
40, C.G.R. Road,

Dear Sir,

Sub- Unqualified acceptance of the Terms and Conditions enumerated in the Tender No.MRN/HMR/551A/333 dated 25.07.2019 regarding hiring of a wooden mechanized boat for transportation of Pilots and KoPT officials between Sagar Pilot Station and the Pilot launch for a period of six months .

I/We hereby accept all terms and conditions as enumerated in the Tender documents bearing No.MRN/HMR/551A/333 dated 25.07.2019 regarding hiring of a wooden mechanized boat for transportation of Pilots between Sagar Pilot Station and the Pilot launch for a period of six months, subject to the decision taken by the Tender Committee and approval of the competent authority.

Yours faithfully,

Signature of Bidder
(With official seal)

Dated_____

Name _____

Address_____