

HALDIA DOCK COMPLEX KOLKATA PORT TRUST



TENDER FOR SUPPLY, DELIVERY AND COMMISSIONING OF TOTAL STATION THEODOLITE TO HALDIA DOCK COMPLEX WITH 01 YEAR POST COMMISSIONING COMPREHENSIVE WARRANTY

**TENDER NO. :
AD/007/T.S/TENDER/2019**

**E-TENDER NUMBER:
2019_KoPT_501004**

ADMINISTRATION DIVISION

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DISCLAIMER

The information contained in this Notice Inviting Tender and Tender Document or subsequently provided to bidder(s), whether verbally or in Documentary or any other form by or on behalf of Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT) or any of its employees or advisers, is provided to bidder(s) on the terms and conditions set out in this Notice Inviting Tender and Tender Document and such other terms and conditions subject to which such information is provided.

This Notice Inviting Tender and Tender Document is not an agreement and is neither an offer nor invitation by HDC, KoPT to the prospective bidder(s) or any other person. The purpose of this Notice Inviting Tender and Tender Document is to provide interested parties with information that may be useful to them in the formulation of their Bids/Tenders pursuant to this Notice Inviting Tender and Tender Document. This Notice Inviting Tender and Tender Document include statements, which reflect various assumptions and assessments arrived at by HDC, KoPT in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require. This Notice Inviting Tender and Tender Document may not be appropriate for all persons, and it is not possible for HDC, KoPT, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Notice Inviting Tender and Tender Document. The assumptions, assessments, statements and information contained in this Notice Inviting Tender and Tender Document may not be complete, accurate, adequate or correct. Each Tenderer should, therefore, conduct own investigation and analysis and check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Notice Inviting Tender and Tender Document and obtain independent advice from appropriate sources, for which HDC, KoPT shall neither be responsible nor incur any financial cost or expense.

Information provided in this Notice Inviting Tender and Tender Document to the bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. HDC, KoPT accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

HDC, KoPT, its employees and advisers make no representation or warranty and shall have no liability to any person including any Tenderer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Notice Inviting Tender and Tender Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Notice Inviting Tender and Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Notice Inviting Tender and Tender Document or arising in any way in this Selection Process.

HDC, KoPT also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Tenderer upon the statements contained in this Notice Inviting Tender and Tender Document.

HDC, KoPT may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Notice Inviting Tender and Tender Document. The issue of this Notice Inviting Tender and Tender Document does not imply that HDC, KoPT is bound to select a Tenderer or to appoint the Selected bidder, as the case may be, for the project and HDC, KoPT reserves the right to reject all or any of the Bids/Tenders without assigning any reasons whatsoever.

The Bidder/Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid/Tender including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by HDC, KoPT or any other costs incurred in connection with or relating to its Bid/Tender. All such costs and expenses will remain with the Tenderer and HDC, KoPT shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Tenderer in preparation or submission of the Bid/Tender, regardless of the conduct or outcome of the selection process.

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

Administration Division,
Jawahar Tower Complex,
P.O.: Haldia Township,
Dist.: East Midnapore,
PIN : 721607,
West Bengal
FAX: 03224-263152

NOTICE

SCHEDULE OF TENDER (SOT)

E-Tender under single stage two-part system (Techno-Commercial Bid and Price Bid) are invited from experienced, bonafide and reliable manufacturers or their authorized dealers / authorized distributors/ suppliers / authorized stockiest with required experience as per Prequalification criteria stipulated in Tender Document for **supply, delivery and commissioning of one Total Station Theodolite to Haldia Dock Complex at Haldia** as per tender specification **with 01 year post commissioning comprehensive warranty**. Bid Document may be seen from KoPT website (www.kolkataporttrust.gov.in) and Central Public Procurement Portal (**CPPP**). Corrigenda/ Addenda/ clarifications, if any, shall be hosted on the above mentioned website only. Bidders will have to participate in bidding process through website <https://eprocure.gov.in/eprocure/app> only.

1	Work Title	::	Supply, delivery and commissioning of Total Station Theodolite as per specification mentioned in the Tender Document to Haldia Dock Complex at Haldia with 01 year post commissioning comprehensive warranty
2	Tender No.		Ad/007/T.S/Tender/2019
3	E-Tender No.	::	2019_KoPT_501004
4	Tender Authority	::	Administration Division, Haldia Dock Complex Kolkata Port Trust, Jawahar Tower (Annex Building) ; P.O.:- Haldia Township; Dist.:- Purba Medinipur ; PIN:-721607 West Bengal, India.
5	Mode of Tender	::	e-Procurement System (Online two 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 the above e-tendering portal only. No physical tender is acceptable by Haldia Dock

			Complex, Kolkata Port Trust.
6	Date and time from which bidding documents are available for downloading by the intending bidders.	::	06/09/2019, from 15:00 Hrs. (IST).
7	Estimated Cost of the equipment		Rs. 3,90,000 plus GST [Rupees Three Lakhs Ninety Thousand only]
8	Bid Document fee		The intending bidders should deposit Rs. 590.00 (Rupees Five Hundred Ninety only) [including GST @ 18%],
9	Earnest Money Deposit		The intending bidders must deposit Rs. 1,950.00 (Rupees One Thousand Nine Hundred Fifty only).
10	Pre-Bid Meeting starting date & Time.	::	NA
11	Pre-Bid Meeting closing date & Time.	::	NA
12	Venue of Pre-Bid Meeting	::	NA
13	i) Bid Document Fee (Cost of bidding document)	::	The intending bidders should deposit Rs. 590.00 (Indian Rupees: Five hundred ninety only) [including GST @ 18%], as Bid document Fee (non-refundable), to Haldia Dock Complex, through DD/Banker Cheque in favour of Haldia Dock Complex, Kolkata Port Trust on any Scheduled/Nationalized Bank payable at Haldia , otherwise their offer will be summarily rejected. Copy of the DD/Banker's Cheque should be uploaded. In case the aforesaid Bid Document fee [non-refundable] is not deposited by the Bidder, the respective bid will be summarily rejected, treating the same as non-responsive.
14	ii) Earnest Money Deposit (EMD)	::	The intending bidders must deposit Rs. 1,950.00 (Indian Rupees: one thousand nine hundred fifty only), as Earnest Money, to Haldia Dock Complex, through DD/Banker Cheque in favour of Haldia Dock Complex, Kolkata Port Trust on any Scheduled/Nationalized Bank payable at Haldia , otherwise their offer will be summarily rejected. Copy of the DD/Banker's Cheque should be uploaded. In case the said Earnest Money is not deposited by the bidder, the respective bid will be summarily rejected, treating the same as non-responsive.
15	Last date and time for deposition of Earnest Money and Bid Document Fee to the office of Tender Authority of Kolkata Port Trust, Haldia	::	01/10/2019 up to 15:00 Hrs. (IST). (Copy of the DD/Banker's Cheque should be uploaded

	Dock Complex.		on line).
16	Starting date & time of e-Tender for submission of on line Pre-qualification & Techno-commercial Bid and price Bid at https://eprocure.gov.in/eprocure/app	::	09/09/2019 from 12:30 Hrs(IST)
17	Closing date & time of e-Tender for submission of on line Pre-qualification & Techno-commercial Bid and price Bid at https://eprocure.gov.in/eprocure/app	::	30/09/2019 from 15:00 Hrs(IST)
18	Date & time of opening of Techno-commercial Bid of Tender. Price bid opening would be intimated separately	::	01/10/2019, 15:30 Hrs. (IST) onwards.

OTHER INSTRUCTIONS FOR BIDDERS :-

- (i) Details of the Tender Documents and Notification of any Addendum / Corrigendum to the tender documents are available in web site from KoPT website (www.kolkataporttrust.gov.in) and tenderers have to participate in bidding process through their website <https://eprocure.gov.in/eprocure/app> only.
- (ii) E-Tender Document shall neither be issued by post nor sold.
- (iii) E-Tenderers are not permitted to alter/change/delete/modify any clause of the tender document down loaded from the website. If any deviation / discrepancy are found after submission of tender, the submitted offer will be summarily rejected.
- (iv) Bidders shall submit the Bid Document as stipulated in the "Instructions To Bidders" of the e-tender document. Trustees reserve the right to verify the submitted copies of documents / credentials with the original documents.
- (v) The tenderer shall be required to comply with the relevant acts and laws including the Minimum Wages Act, 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947 and the Contract Labour (Regulation & Abolition) Act, 1970 or statutory amendment and the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

It will be the duty of the tenderer to abide by all the provisions of the Acts, Ordinances, Rules, Regulations, By-laws, procedures as are lawfully necessary in the execution of the works. The tenderer will be fully responsible for any delay, damage, etc. and shall keep KoPT indemnified against all penalties and liabilities of any kind for non-compliance or infringement of any kind, for non-compliance or

infringement of any such Act, Ordinance, Rules, Regulations, By-laws and Procedures etc.

The tenderer shall indemnify HDC against payment to be made under or for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his Sub-contractors.

The Regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

The contractor shall comply with the provisions of contract Labour (Regulation & Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971 and the rules framed thereunder with all modifications/amendments being enforced from time to time.

As required under the provisions of the above Act, the successful tenderer shall have to produce necessary licence to be obtained from the Regional Labour Commissioner or his authorized representative before actual commencement of the work as may be applicable.

- (vi) E-Tenderers will be received through <https://eprocure.gov.in/eprocure/app> up to 15:00 hrs. on the last date of submission and opening of tender specified above.
- (vii) Techno Commercial Part of the e-Tender will be opened shortly after 3.30 p.m. on the stipulated date.
- (viii) Price Part of only technically & commercially qualified bidders will be opened at a later date under due intimation to all concerned.
- (ix) In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day.
- (x) It is stated here that the subject tender submission dates may not be extended further.
- (xi) Kolkata Port Trust reserves the right to reject any or all offers or to accept the offer in whole or in part without assigning any reason whatsoever thereof.

4. Important instructions for E-procurement

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, Haldia Dock Complex):

1. Sri. C.Chatterjee, Sr. Dy. Manager (Admin.),
M: 9434083699,
Email: cchatterjee.hdc@nic.in
2. Sri.P.Dey, Field Officer (Admin.),
M: 9434031713,
Email: pdey.hdc@nic.in
3. Contact persons (CPP Portal/eprocure.gov.in):

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

1	Process of E-tender : THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT https://eprocure.gov.in Vendors are required to register themselves online with https://eprocure.gov.in/eprocure/app
2	The Techno-commercial Bid and the Price Bid shall have to be submitted online at https://eprocure.gov.in/eprocure/app Tenders will be opened electronically on specified date and time as given in the Tender.
3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4	Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with https://eprocure.gov.in/eprocure/app . Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).

5	E-tender cannot be accessed after the due date and time mentioned in NIT.
6	<p>Bidding in e-tender:</p> <p>a) Vendor(s) need to submit necessary EMD and Tender fees to be eligible to bid, through DD/Banker Cheque in favour of Kolkata Port Trust on any Scheduled/Nationalized Bank payable at Haldia, Tender fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.</p> <p>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>c) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>d) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>e) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>f) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>g) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>h) Buyer 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.</p> <p>i) No deviation of the terms and conditions of the tender document is acceptable.</p> <p>j) Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.</p>
7	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
8	No deviation to the technical and commercial terms & conditions are allowed.
9	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
10	Vendors are requested to read the vendor guide and see the video in the page https://eprocure.gov.in/eprocure/app to familiarize them with the system before bidding.
11	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 & conditions for the tender.
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	Due date of submission of tender will not be extended under any situation.

1. BACKGROUND

- 1.1 Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT) is a Major Port under the Ministry of Shipping, Government of India at Haldia, West Bengal.
- 1.2 HDC, KoPT intends to procure a Total Station Theodolite under Haldia Dock Complex at Haldia which is to be installed, commissioned with 01 year post commissioning comprehensive warranty.
- 1.3 For the purpose, Haldia Dock Complex, Kolkata Port Trust invites tender from experienced, bonafide and reliable manufacturers or their authorized dealers / authorized distributors/ suppliers / authorized stockiest.

2. SCOPE OF WORK:

a) PART-A: Supply, Delivery, Installation & Commissioning:

The work comprises of supply, delivery and commissioning of Total Station Theodolite as will be proposed by the tenderer as per minimum guiding specification of tender as mentioned under **Appendix-II** and accepted by HDC to the office of Administration Division, HDC at Haldia, or at any other point within the jurisdiction of KoPT, HDC as per directives of the Sr. Dy. Manager (Administration), Haldia at their own cost, risk and arrangements including unloading, stacking & commissioning.

b) PART-B: Post Commissioning warranty and Maintenance support:

The successful tenderer must provide on-site comprehensive warranty and maintenance (including spares and labour) for Total Station Theodolite for a period of 01 (One) year after commissioning. For this successful tenderer must provide original OEM warranty certificate.

For the purpose, the successful bidder shall attend to calls in frequency whenever necessary and requested for maintenance of the equipment by Senior Deputy Manager (Administration) or his authorized representative.

The successful bidder shall not assign the contract for warranty and maintenance to any other agency without approval of HDC-KoPT.

In default of above, the Senior Deputy Manager (Administration), HDC, KoPT will be at liberty to get the repair / replacement of any / all faulty equipment and its re-commissioning as per provisions in the Tender Document at the cost of the successful Tenderer without any obligation.

c) MINIMUM GUIDING SPECIFICATIONS OF THE TOTAL STATION THEODOLITE:

Specification	Minimum guiding specification
Angular accuracy:	≤ 01 second
Lease count (angular):	≤ 0.5 second
Reflector/prism range:	Reflector less: ≥500 m Single Prism: ≥ 3000 m

Distance accuracy:	$\leq (2 + 2 \text{ ppm XD}) \text{ mm}$
Memory:	Internal: minimum 50000 point; External: USB Flash
Plummet:	Optical/Visible laser
Pen drive support:	Yes
Battery:	Li-ion rechargeable/08 hrs (minimum)
Laser pointer:	Coaxial laser using EDM beam.
Key board with display:	Graphical touch screen with alphanumeric keyboard.
Axis compensator:	Duel
Accessories (Total Station OEM make only)	(i) 02 Nos rechargeable battery; (ii) 01 no Charger (iii) Pen drive/memory card; (iv) 01 nos Wooden & Telescopic tripod; (v) 02 nos Single prism assembly; (vi) 01 no Prism Holder (vii) Lensatic compass/Compass with adopter for set up on instrument head.

3. ELIGIBILITY CRITERIA

3.1 Essential Technical Capacity:

Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which application are invited should be either of the following: -

- a) Three similar completed works each costing not less than the amount equal to 40 % of the estimated cost.
Or
- b) Two similar completed works each costing not less than the amount equal to 50 % of the estimated cost.
Or
- c) One similar completed work costing not less than the amount equal to 80 % of the estimated cost.

Note-I: The “**similar work**” means of Supply and delivery of similar type(s) of Total Station Theodolite to State Govt./Central Govt./ PSU or Public / Private organization.

Note-II: The term “**completed work(s)**” means the executed / completed relevant work in totality.

3.2 Essential Financial Capacity:

Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least Rs. 1,17,000/-.

4. GENERAL INSTRUCTIONS TO THE TENDERERS

4.1 PREPARATION AND SUBMISSION OF TENDER

4.1.1 The tender must be submitted in the name of purchaser of the tender document itself.

4.1.2 Language: The tender and all related correspondence and documents shall be written in English Language. Supporting materials, which are not translated in English and duly certified, may not be considered.

4.1.3 **PART –I: “Techno-commercial Bid”** should contain the following: -

The tender completed in all respects including properly filled in and duly signed with seal alongwith the documents as mentioned in **Appendix-IX** necessary for meeting the eligibility criteria by the tenderer shall be uploaded through e-tendering process as detailed in **Annexure-I**.

The **‘Techno-Commercial Bid’** shall contain only the Techno-Commercial Part of this tender document and without price part.

4.1.4 The tenderer shall submit a Power of Attorney as per format given at **Appendix-III** , authorizing the signatory of the tenderer to commit the tender.

4.1.5 The tenderer shall also submit the percentage (%) of applicable GST as per format at **Appendix-V**.

4.1.6 The details of Technical Capacity of the applicants to be filed up as per format given at **Appendix-VI**.

4.1.7 **PART-II:** The **‘Price Bid’** shall contain **‘Schedule of Rates’** (format given under **Appendix-X**) duly filled by the tenderer. It is to be noted that the **‘Price Bid’** shall contain price only and no conditions whatsoever. Any condition imposed in **‘Price Bid’** shall make the bid liable for outright rejection.

‘Price Bid’ is to be submitted online through e-tendering process as detailed in **Annexure-I**.

The tenderer shall quote amount against the item ‘A’ of the **‘Schedule of Rates’**. No alternative mode of offer shall be accepted. Incomplete **‘Schedule of Rates’** shall make the tender liable to be rejected.

The **‘Price Bid’** of only Techno-Commercially qualified bidders will be opened on a scheduled date as mentioned in Schedule of Tender (SOT).

4.2 The tenderer shall be deemed to have carefully examined and fully understood the Instruction to Tenderers, the Special Conditions of the Contract, Trustees’ General Conditions of Contract, Scope of Work and Period of Contract etc.

4.3 **SITE INSPECTION:**

Before submitting the e-tender, the tenderer is advised to make inspection of the supply and delivery point to get fully acquainted with the location. Once a tender is submitted by a tenderer, he shall be deemed to have fully acquainted himself with the aspects of the tender, scope of work, etc. and he shall not be entitled to raise any claims or deviate from the tender conditions for any reasons whatsoever.

4.4 **TENDER/BID DOCUMENT COST / FEE: -**

The intending tenderer should submit the tender cost/fee amounting to **Rs 590/-** (non-refundable) along with their offer otherwise their offer will be summarily rejected. The procedure for submission of Earnest Money given under Sl. No. 13 of SCHEDULE OF TENDER is to be followed.

4.5 **EARNEST MONEY:**

- (a) The intending bidders should submit Earnest Money of INR **1950/-** through Demand Draft / Bankers Cheque in favour of Haldia Dock Complex, Kolkata Port Trust along with their offer otherwise their offer will be summarily rejected without any further reference to the Bidder whatsoever.

Demand Draft /Banker's Cheque against Earnest money and cost of tender document should be submitted/deposited on any scheduled/ nationalized Bank, by the bidder in favour of Kolkata Port Trust, payable at Haldia prior to the last date & time of submission of tender or any extension thereof & as specified in the SoT.

Demand Draft/ Bankers Cheque towards Earnest Money and cost of tender document are to be physically deposited at the office of Tendering Authority (Senior Deputy Manager [Admin.], Ground Floor, Annex Building, Jawahar Tower, Haldia Dock Complex, Haldia, PIN 721607), separately in a single sealed envelope, mentioning Tender no. & other requisite details.

- (b) The amount of Earnest Money will be refunded (subject to provisions of forfeiture of Earnest Money deposit, as indicated in the tender document) to the unsuccessful Tenderers without interest after the selection of Successful Tenderer.
- (c) The Earnest Money shall be forfeited if the tenderer withdraws its offer during the interval between the last date and time of submission of the offer i.e. **1500 hrs.** on **30/09/19** or any extension thereof and expiration of the validity period of the offer including extension thereof.
- (d) The Earnest Money shall be forfeited if the Tenderer submits any forged document(s).
- (e) The Earnest Money will also be forfeited as per other provisions, specifically mentioned in this Tender Document.

- (f) Earnest Money submission will be exempted for Micro and Small Enterprises (MSE) with NSIC registered organizations in case of single point registration covering all components of the said tender.

4.6 PRICE BID:

- (a) Rate shall have to be quoted online as per '**Schedule of Rates**' [Format given under **Appendix- X**].
- (b) Rate should be quoted F.O.R destination at Administration Division of Haldia Dock Complex at Haldia including all charges involved.
- (c) The tenderers are required to quote amount (excluding GST) for works mentioned at Item- A under Column-3 of '**Price Bid**' as per format given under **Appendix-X**. In case of a tenderer does not quote any amount against Item-A under Cloumn-3, the respective offer will be treated as non-responsive and will be rejected.

4.7 DUE DATE AND TIME FOR SUBMISSION AND OPENING OF OFFER :

- (i) The tender should be submitted to Sr. Dy. Manager (Administration), Haldia DockComplex, Jawahar Tower Complex, P.O. Haldia Township, Dist. Purba Medinipur, Pin.721607, through CPP Portal <https://eprocure.gov.in/eprocure/app>, not later than **1500 hrs. on 30/09/2019** after which time and date, no offer shall be accepted.
- (ii) HDC, KoPT may at its sole discretion extend the Submission/Opening due date(s) by issuing a Corrigendum.
- (iii) The **Part – I : 'Techno-Commercial Bid'** of the tender shall be opened electronically at **1530 hrs. on 01/10/2019** Tenderers or their authorized representatives may witness the said electronic opening of Tender.
- (iv) The **Part – II : 'Price Bid'** of only those tenderers who are techno-commercially qualified, will be opened electronically on a subsequent date, for which date & time will be intimated separately to the concerned tenderers only.

4.8 SUBSTITUTION, WITHDRAWAL OF TENDER:

The tenderer may substitute or withdraw its offer after submission, before the Due Date and time of submission of offer i.e. **1500 hrs. on 30/09/2019** or any extension thereof as per the provision of the tender documents. No offer shall be substituted or withdrawn by the tenderer after the Due Date and time of submission of offer or any extension thereof.

4.9 AMENDMENT OF TENDER DOCUMENT:

- 4.9.1 At any time prior to the Due Date for Submission of Tender, HDC ,KoPT may, for any reason, whether at its own initiative or in response to queries/clarifications raised by the tenderer(s) during the Pre Bid meeting or otherwise modify the Tender Document by the issuance of

Addendum in official website of KoPT (www.kolkataporttrust.gov.in) and through CPP Portal <https://eprocure.gov.in/eprocure/app>.

4.9.2 In order to afford prospective tenderer(s) a reasonable time in which to take an Addendum into account, or for any other reason, KoPT may, at its discretion, extend the Due Date of Submission of tender through appropriate notification in the official website of KoPT (www.kolkataporttrust.gov.in) & through CPP Portal <https://eprocure.gov.in/eprocure/app>.

4.10 VALIDITY OF OFFER:

- (a) The tender including Price Bid shall remain open for acceptance for a period of **120 days** from the date of opening of Techno-commercial Offer. If, before expiry of this validity period, the tenderer amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable for forfeiture.
- (b) Prior to expiry of the original tender validity period, HDC, KoPT may request bidders to extend the validity for a specified period.

5. EVALUATION CRITERIA:

5.1 Tests of Responsiveness:

5.1.1 Prior to evaluation of Techno Commercial Bid of the tender, HDC, KoPT will determine whether each offer is responsive to the requirements of the tender document. A tender shall be considered responsive if the tender: -

- i) Is submitted within the due date including extension period, if any.
- ii) Is accompanied by required Covering Letter.
- iii) Is signed, sealed and marked as stipulated in the tender document.
- iv) Contains all the information as requested in the tender document.
- v) Contains information in Formats as specified in this tender document.
- vi) Does not show inconsistencies between the offer and the supporting documents.
- vii) It does not contain any condition or qualification.
- viii) Is accompanied by Certificates/ documents demonstrating Technical & Financial Capacity

5.1.2 Following documents for meeting the Eligibility Criteria as per Clause-3 of the tender document should be submitted by the tenderer along with offer otherwise their offer may be rejected: -

- (a) Copies of Purchase Order/Delivery Challan along with any **one of the following documents** in support of their claim of work experience:
 - i) Receipted Challan/ GRN
 - ii) Certificate of supply & commissioning of machine/item from client.
 - iii) Tax invoice
 - iv) Consignment Note

Note: The details of Technical Capacity of the applicants to be filed up as per format given at **Appendix-VI**.

- (b) Copy of GST Registration Certificate.
- (c) Copy of PAN
- (d) Copy of Valid Professional Tax Payment Challan, if applicable.
- (e) Copies of Annual accounts, Audited Balance Sheet and Profit & Loss Account for last three financial year ending 31.03.2019

Or

Income Tax Return (ITR) for last three financial year (2016-17, 2017-18 & 2018-19) ending 31.03.2019.

5.2 Evaluation for Techno – Commercial Bid:

5.2.1 The techno commercial offer found responsive will be evaluated on the basis of the Eligibility Criteria, document submitted by the tenderer and also on the basis of following details:

- (i) The tenderer must have Technical Capacity as stipulated at **Clause-3.1** of this Tender Document.
- (ii) The tenderer must have Financial Capacity as stipulated at **Clause-3.2** of this Tender Document.

5.2.2 HDC, KoPT reserves the right to get the financial capability of the tenderer verified from the Annual Accounts of the Tenderer (to be submitted along with Techno - Commercial Bid) and in case any discrepancy is found, findings, as will be ascertained by HDC, KoPT, shall prevail for the purpose of evaluation.

5.2.3 Mere submission of offer / participation shall not mean that it will be automatically considered qualified and entertained. Such qualification will be done at the time of evaluation of bids.

5.3 Evaluation of Price Bid:

- (a) The evaluation of the offer will be made only for the Techno-Commercially qualified bidders.
- (b) The Schedule of Rates (Price Bid) shall have to be filled up online as per prescribed format at **Appendix-X** for carrying out the work as per Scope of Work mentioned at Clause-2 of the tender document.
- (c) Amount quoted under Item- A of Column-3 of the **Schedule of Rates** (Price Bid) shall be excluding applicable GST.
- (d) Evaluation shall be on the basis of the lowest total amount against Item-A under Column-3 of the **Schedule of Rates (Price Bid)**.
- (e) If the lowest evaluated amount against Item-A under Column-3 of the **Schedule of Rates (Price Bid)** is quoted by more than one bidder, the bidders concerned offering the lowest amount will be required to submit rebate on such amount in sealed cover within two working days from the date of opening of Price Bids in order to enable KoPT to ascertain the

lowest bidder and the tenderer offering the higher/ highest rebate will be considered as the **'Successful Tenderer'**.

- (f) HDC, KoPT, at any stage, reserves the right to accept or reject any or all the offers without assigning any reason whatsoever.

5.4 Clarifications:

To assist in the process of evaluation of Tender, HDC may, at its sole discretion, ask any tenderer to provide original documents or any additional documents / details, seek clarifications in writing from any tenderer regarding its tender. The request for providing such additional details / documents and / or clarification and the response shall be in writing.

HDC, KoPT reserves the right to reject any tender which is non responsive and it shall be solely at the discretion of the port to allow alteration, modification, substitution or withdrawal to make the bid responsive after opening of the Techno Commercial Bid.

5.5 Confidentiality:

Information required by HDC, KoPT from the tenderer(s) for the purpose of examination, evaluation etc. will be kept in confidence by HDC, KoPT and will not divulge any such information unless it is ordered to do so by any authority that has power under the law to require its release.

6. GENERAL CONDITIONS OF CONTRACT

'General Conditions of Contract, Forms and Agreements' as sanctioned by the Board of Trustees of KoPT, HDC for the Port of Kolkata is hosted at www.kolkataporttrust.gov.in. (<http://www.kolkataporttrust.gov.in/showfile.php?layout=1&lang=1&lid=1342>). Only those Clauses, Forms or Formats, which are not covered elsewhere in this Tender Document, shall be applicable. Also, for the sake of interpretation of the contents of the Appendices, the terms contained in the tender document (other than Appendices) including the 'General Conditions of Contract, Forms and Agreements' shall prevail.

7. SPECIAL CONDITIONS OF THE CONTRACT:

7.1 ACCEPTANCE OF ORDER LETTER:

- (a) After finalization of the tender, HDC, KoPT shall issue Order Letter to the successful bidder.
- (b) The successful bidder, on receipt of the same, shall convey its acceptance to the offer and remit requisite Security Deposit within a period of 30 days from the date of issuance of Order Letter, failing which the Order Letter will become liable for cancellation with forfeiture of Earnest Money.

- (c) Pending execution of Contract Agreement, the Order Letter and its acceptance by the successful Tenderer will be construed as an Agreement between HDC, KoPT and the successful Tenderer for fulfilling the scope of work and obligation of the contract by the successful bidder.
- (d) All costs, charges and expenses etc. to be incurred in connection with Contract Agreement / Bank Guarantee(s) etc. including Stamp Duty in connection with contract shall be borne by the successful tenderer.

7.2 EXECUTION OF THE CONTRACT & MAINTENANCE SUPPORT:

7.2.1 The contract shall commence from the date of Order Letter.

7.2.2 All activities as per “**SCOPE OF WORK**” comprising supply and delivery of Total Station Theodolite to Haldia Dock Complex at Haldia with 01 year post commissioning comprehensive warranty [except the portion comprising comprehensive warranty] shall have to be completed **within 45 days from the date of Order Letter**. This shall be termed as “**SUCCESSFUL COMMISSIONING IN TOTALITY**”. On successful commissioning of the machine in totality, a certificate to that effect shall be issued by the Sr. Dy. Manager (Admin.) based on the certificate of compliance of the Scope of Work given in the tender document.

7.2.3 CONTRACT AGREEMENT:

The successful Tenderer shall be required to execute at his own cost and expenses a “**Contract Agreement**” on a Non-Judicial Stamp paper valued at INR 50 or more signed jointly with HDC, KoPT under official seals within a period of 30 days from issuance of Order Letter. Format of the Agreement shall be as per **Appendix- VIII**.

7.2.4 During the contract period, the successful Tenderer shall have to provide on-site support and shall have to attend, isolate & rectify all complaints, within **48 (Forty-Eight)** hours from the time of lodging of the complaint through phone/ e-mail for the entire work to the satisfaction of Senior Deputy Manager (Administration), HDC, KoPT or his authorized representative as per ‘Scope of Work’.

7.2.5 If the successful bidder fails to rectify the complaint(s) within the stipulated time frame, the successful bidder shall be required to pay compensation @ INR 500 for per day delay or part thereof.

7.3 DELIVERY:

Total Station Theodolite would be received at the delivery site at Administration Division office, Jawahar Tower, Haldia Dock Complex by authorized representative of HDC.

7.4 WARRANTY, REPAIR AND MAINTENANCE OF MACHINE

- (a) The successful bidder must provide on-site comprehensive OEM warranty for the Total Station Theodolite, with all accessories and attachments for a minimum period of 1-year from the date of "SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY".
- (b) The successful bidder shall have to attend and rectify any malfunctioning of the solution within 48 hours from the date-time of logging of complaint. The complaint shall be lodged by Telephone / Email. For the purpose of this contract, working day shall mean 0930 hours to 1730 hours of Monday through Saturday, except Trustees' holidays.
- (c) The complaint shall be logged by telephone / email / FAX / OEM portal etc. The bidder must ensure that the process of logging calls is well documented and explained at HDC for effective service.
- (d) Maintenance during the warranty period shall be deemed comprehensive in nature i.e. it shall include attending of all kinds of break down calls with supply/provision of all necessary spare parts of the instrument required for restoring function of the instrument.
- (e) If any spare part / component is / are not repairable, the same shall have to be replaced with an equivalent or better one by the successful bidder at no extra cost. The assessment of performance of replaced unit / spare shall be the sole decision of Senior Deputy Manager (Administration) or his representative. The bidder must note that reason for malfunctioning of units cannot be attributed to environmental condition.

7.5 TAXES (GST):

- i) The quoted rates should be excluding of GST. GST, as applicable, shall be paid extra against proper invoice submitted by the supplier.
- ii) The supplier will be required to submit GST compliant invoice with all required details and also be required to file timely and proper return so as to enable KoPT to get due credit against GST paid.
- iii) In case of any failure on the above account, GST amount even if paid by KoPT shall be recoverable from the supplier. Supplier to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.

7.6 CERTIFICATES:

OEM warranty certificate to be furnished by the supplier at the time of supplying the Machine.

7.7 TRANSIT RISK

Transit risk will be on supplier's account since the delivery is to be made on F.O.R. Destination basis.

7.8 PERMIT

If Port Entry permit is required, contractor shall have to obtain at his own cost & arrangement. Trustees shall not accept any liability whatsoever in the matter.

7.9 PACKING

The Supplier shall be responsible for proper packing and delivery of Stores. The materials should be packed by the Supplier/Manufacturer, etc. at their own cost for protection against any damage, loss, breakage or leakage etc.

7.10 TRAINING

The successful bidder should provide training to 03 representatives of Sr. Dy. Manager (Administration), HDC at Haldia for 02 days free of cost after completion of supply of Total Station Theodolite for proper operation and maintenance. The refreshment and machineries will be arranged from their end. The venue of the training at HDC will be provided after issuing the work order.

7.11 JURISDICTION OF COURT

The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of High Court at Kolkata.

7.12 WORKMEN COMPENSATION

The successful bidders must cover his employees / workers, who will be engaged for delivery, unloading & stacking job at HDC's site, under workmen compensation act, fatal accident act and personal injuries insurance act for protection against any injury / accident and shall have to bear all the consequences and cost as applicable as per relevant acts.

8. Tenderer must give a declaration to the effect that they have not been banned or de-listed by any Government or Quasi-Government Agency or PSU. If a tenderer has been banned/de-listed by any Government or Quasi-Government Agency or a PSU, the details must be clearly stated along with the relevant documents which the tenderer is to enclose together with the Techno-Commercial Bid.

9. SECURITY DEPOSIT:

- i) Successful tenderer shall have to submit Security Deposit amount computed as per the under noted percentage on the evaluated value of the tender as accepted by Kolkata Port Trust.

Value of the work	% Security Deposit
upto Rs 10,00,000	5% of the Order Value.

- ii) Security Deposit shall have to be deposited in the form of Demand Draft on any nationalized bank in favor of Haldia Dock Complex, Kolkata Port Trust and payable at Haldia by the successful bidder within 30 days from the date of placement of order. Failing this, the Trustees reserve the right to cancel the acceptance and forfeit the Earnest Money.

- iii) The Security Deposit shall be held by the Sr. Dy. Manager (Administration), HDC for the entire period of contract as security for the performance of the contractor's obligation under the contract. The Security Money shall be refunded after successful completion of the contract without interest subject to recovery of damage and / or loss incurred, if any, by HDC due to default on the part of the contractor

10. PAYMENT:

- (a) 100% payment against invoice shall be made on obtaining certificate of "Successful Commissioning of Total Station Theodolite" from Sr. Dy. Manager (Admn) in writing.
 - (b) Payment shall be made strictly as per amount quoted in the 'Schedule of Rates'. No other charges shall be admitted or paid.
 - (c) As payment shall be made electronically, the successful Tenderer is required to submit Bank Particulars along with the Bill.
 - (d) For non-fulfilment of any obligation under the contract, HDC, KoPT reserves the right to withhold payments due to the successful Tenderer in part or full till such period as HDC, KoPT may consider necessary for due performance by the successful bidder.
 - (e) The tax amount shall be paid extra as applicable on actuals on submission of required documents.
- 11.** The successful Tenderer shall be required to obtain "Gate Pass" from HDC Authority/its representatives on chargeable basis at cost for entry as well as for taking out any installed equipment after successful commissioning of the machine.
- 12.** It shall be the responsibility of the successful Tenderer to comply with the requirement of all the Acts, Laws, Statutes, Bylaws, Rules and Regulations and any such other applicable Central / State Acts from time to time for the purpose of fulfilling all the obligations of the contract as may be deemed necessary in this regard.
- 13.** It shall be the responsibility of the successful Tenderer to ensure that partial / full contract shall not be assigned to any other agency.
- 14.** It shall be the responsibility of the successful Tenderer to arrange vehicle for carrying equipment for the project.

15. LIQUIDATED DAMAGES CLAUSE:

- a. In the event of successful Tenderer failing to execute the works under Scope of Work (excluding warranty) and successfully supply of Total Station

Theodolite within the stipulated time frame or such extensions thereof as may be allowed by the "Sr. Dy. Manager(Admn.)" in writing, the successful Tenderer shall be required to pay as compensation, and not as penalty, @ ½% of the total value of the order for delay in supply of every week or part thereof, provided the entire amount of compensation to be paid under the provisions of this clause shall not exceed 7 % of the total order value.

- b. HDC, KoPT may without prejudice to any other method of recovery, deduct the amount of such damages from any amount which is due or which may become due to the successful bidder. The payment or deduction of such damages shall not relieve the successful Tenderer from the obligation to complete the contract provisions / liabilities or from any other of his obligation or liabilities under the contract.

16. FORCE MAJEURE:

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party, be suspended for the period during which Force Majeure event lasts. The cost and loss sustained by either party shall be borne by the respective parties. The term "FORCE MAJEURE" as employed herein shall mean acts of God, Earth-quake, War, Revolts, Riots, Fire, Floods, Sabotage, Hurricanes/Cyclones and Strikes, excluding strikes by the employees of the Supplier or, their sub- Contractors. Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall notify the other party in writing immediately but not later 7 (seven) days after the alleged beginning thereof, giving full particulars and satisfactory evidence in support of its claim.

KoPT may grant extension of time to the Contractor for the performance of any obligation by such period not exceeding the period during which the relevant performance was affected by the Force Majeure Event. Such extension may include extension of the contract by KoPT at its sole discretion without any change in the terms, conditions and rates of the ongoing contract.

17. EVENT OF DEFAULT:

- a) In case the delay successful in commissioning of the solution in totality exceeds 45 days from the last date of commissioning schedule (as given under Clause-7.3 of the tender document) or any extensions thereof as may be allowed in writing.
- b) In the event of intermittent failures of the instrument for more than three times in a month and / or repetitive problems due to improper diagnosis or repair, the unit shall be treated as continuously down and has to be replaced entirely. If the bidder does not rectify the problem to the satisfaction of Senior Deputy Manager (Administration) or his representative within the specified time limit, penal action will be taken against the contractor, which may include termination of the contract.
- c) If the contractor fails to perform or discharge any of its obligations under the provisions of the contract.

- d) The representation made, or documents / certificates submitted or warranties given by the successful tenderer (who subsequently became the contractor) / contractor during the tendering stage or during the currency of the contract is / are found to be false or misleading.
- e) The contractor assigns or transfers the full/ part of the contract to any third party.
- f) If there is any change in control / ownership of the contractor arising from sale, assignment, transfer without prior permission of KoPT.
- g) If the contractor through its employees gets engaged or wrongly takes part in prohibited or unlawful activities or even fails to prevent such prohibited / unlawful activities.

18. TERMINATION OF CONTRACT:

- (a) If the event of occurrence of any event of default as mentioned in Clause-16 of this tender document, Sr. Dy. Manager (Admn.) HDC/KoPT may through his authorized representative terminate the full or part of the contract after giving a notice of 30 days and his decision in the matter shall be final and binding on the successful tender.
- (b) During the termination notice period of 30 days as above, the successful Tenderer may be asked by HDC, KoPT to continue to discharge its obligations under the contract as may be mutually agreed upon with the objective, as far as possible, of ensuring continued availability of the facilities and services.
- (c) Upon termination of the contract, for any of the reasons, the Senior Deputy Manager (Administration), HDC, KoPT shall be entitled to execute the balance work as per the scope of work at the risk and expenses of the successful Tenderer through any independent agency for the balance / remaining period of the contract and to recover from the terminated successful Tenderer in addition to any other amount, compensation or cost of damages that HDC, KoPT is entitled to in terms of the other relevant clauses in the contract. HDC, KoPT will be entitled to retain or deduct money due under the contract from any amount due to the successful Tenderer under any other contract.
- (d) Security Deposit would be liable to forfeiture in case of pre-mature termination of the contract owing to breach of contractual obligation(s) by the successful tender.
- (e) No compensation whatsoever shall be paid by HDC, KoPT to the successful Tenderer in the event of termination of the contract.
- (f) If after termination, any amount is due to be paid by HDC, KoPT to the successful bidder, the same shall be paid after adjustment of the dues and damages receivable by HDC, KoPT from the successful tender.

19. DISPUTE RESOLUTION:

In the event of any dispute, question or difference arising during the contractual period or during any other time, as to any matter connected with or arising out of the contract, the decision of the Deputy Chairman, HDC, KoPT shall be final and binding upon all parties.

(To be downloaded, filled up, signed with seal, scanned and uploaded)

Covering Letter

**To,
Sr. Dy. Manager (Admn.)
Haldia Dock Complex,
Kolkata Port Trust,
Jawahar Tower Complex,
P.O. Haldia Township,
Dist. Purba Medinipur,
Pin-721607 (W.B).**

Dear Sir,

1. I/We, _____ (Name of tenderer) having examined the Tender Document and understood its contents, hereby submit the Tender for supply & operation of launches under Haldia Dock Complex, Kolkata Port Trust.
2. I/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.
3. I/We acknowledge the right to KoPT to reject our tender without assigning any reasons or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I/We also certify the following:-
I/We have not been debarred by the Central/ State Govt. or any entity controlled by them or any other legal authority for participating in any tender/ contract/ agreement of whatever kind.
5. I/We have carefully read and understood the terms and conditions and specifications of the items and other details set out in the enclosed Annexure-I. I/We confirm that all laid down terms and conditions have been accepted by me/us and I/We agree that I/We shall be bound by the said terms and conditions.
6. I/We declare that:-
We have examined and have no reservations to the Tender Document issued by KoPT thereon.
7. I/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.
8. I / We certify that in terms of the Clause-3.2 of the tender document my / our Average Annual financial turnover during the last 3 financial years ending 31.03.2019 is Rs. (Rs..... in words).

9. We understand that KoPT reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at anytime without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
10. _____ (Name of Tenderer) hereby undertakes that we will abide by the decision 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.

Thanking you,

Yours faithfully,

Signature of Power of Attorney

Holder(s).....

Name:

Designation:

Date:

Seal.....

MINIMUM GUIDING SPECIFICATION

(To be printed on the bidder's Letter Head dully filled scanned and uploaded after seal and signature)

Tender for supply and delivery of Total Station Theodolite (as specified in the tender) with 01 years comprehensive warranty to Haldia Dock Complex.

Tender No.: **Ad/007/T.S/Tender/2019 & E-Tender ID No.: 2019_KoPT_501004**

SI No .	Description Of Equipment	Minimum Guiding Specification		Specification proposed to be supplied by tenderer
1.	One no.Total Station Theodolite with One (01) Year Comprehensive Onsite Warranty.	i) Angular accuracy:	≤ 01 second	
		ii) Lease count (angular):	≤ 0.5 second	
		iii) Reflector/prism range:	Reflector less: ≥ 500 m Single Prism: ≥ 3000 m	
		iv) Distance accuracy:	≤ (2+2ppmXD)mm	
		v) Memory:	Internal: minimum 50000 point; External: USB Flash	
		vi) Plummet:	Optical/Visible laser	
		vii) Pen drive support:	Yes	
		viii) Battery:	Li-ion rechargeable/08 hrs (minimum)	
		ix) Laser pointer:	Coaxial laser using EDM beam.	
		x) Key board with display:	Graphical touch screen with alphanumeric keyboard.	
		xi) Axis compensator:	Duel	
		xii) Accessories (Total Station OEM make only)	(i) 02 Nos rechargeable battery; (ii) 01 no Charger (iii) Pen drive/memory card; (iv) 1 nos Wooden & Telescopic tripod; (v) 02 nos Single prism assembly; (vi) 01 no Prism Holder (vii) Lensatic compass/Compass with adopter for set up on instrument head.	

Make and Model of Total Station Theodolite:

Make	Model No.

Signature of Tenderer with Office Seal

(To be downloaded, filled up, signed with seal, scanned and uploaded)

**Format For Power Of Attorney For Signing Of
Tender**

(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 10)

Dated:

POWER OF ATTORNEY

To whomsoever it may concern

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

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

(Attested signature of Mr. _____)

For _____(Name of the Tenderer)

(Signature with Office Seal)

Date :- Name :-
Place: Designation :-
Address :-

BIDDER'S INFORMATION

(To be printed on the bidder's Letter Head dully filled scanned and uploaded after seal and signature)

GENERAL INFORMATION OF THE BIDDER

The bidder must submit the information in this format.

1.	Information regarding bidder's authorized representative(s) / contact person(s)		
	a)	Name(s)	
	b)	Address(es)	
	c)	Telephone number(s)	
	d)	Facsimile number(s)	
	e)	Electronic mail address	
2.	a)	Address of the branch office, if any	
	b)	Name of the contact person at branch office	
	c)	Telephone number(s)	
	d)	Facsimile number(s)	
	e)	Electronic mail address	
3.	Whether the bidder is a Proprietorship Firm or Partnership Firm or Limited/ Pvt. Limited Company		
4.	Details of the Banker(s):		
	a)	Name of the Banker(s) in full.	
	b)	Address(es) of the Banker(s)	
	c)	Telephone number(s)	
	d)	Facsimile number(s)	
	e)	Electronic mail address	
	f)	Name(s) of the contact person(s)	

5.	Bank details for ECS payment :	
	a) Bank Account number.	
	b) Name of the bank.	
	c) Name of the branch.	
	d) Address of the branch.	
	e) IFSC code	
6.	Income Tax details (if applicable) :	
a)	Permanent Account Number (PAN)	
b)	GST Registration Number	
7.	Employees' Provident Fund (EPF) Code No., if applicable	
8.	Employees' State Insurance (ESI) Code No., if applicable	

Signature of Tenderer with Office Seal

(To be downloaded, filled up, signed with seal, scanned and uploaded)

Tender for supply and delivery of Total Station Theodolite (as specified in the tender) with 01 years comprehensive warranty to Haldia Dock Complex.

FORMAT FOR GST RATES

Sl. No.	Description of Work	GST (%)
1	Total Station Theodolite and all other accessories as per minimum guiding specification stipulated at Clause- 2.3 of the Tender Document No.....	

Signature of Power of Attorney with seal

Full Name:

Signature.....

APPENDIX-VI

(To be downloaded, filled up, signed with seal, scanned and uploaded)

Tender for supply and delivery of Total Station Theodolite (as specified in the tender) with 01 years comprehensive warranty to Haldia Dock Complex.

DETAILS OF TECHNICAL CAPACITY OF THE TENDERER

The bidder should upload the statement with documents in support of their Technical Capacity.

Sl. No.	Date of Order (with copies of purchase order)	Reference Nos. with date of receipted challan / certificate of execution / GRN / Tax Invoice / Consignment Note etc. as a proof of supply (with copies of the same)	Supplied item description with specification	Quantity of materials supplied	Value of materials supplied (in INR)
1.					
2.					
3.					

Signature of the Power of Attorney Holder with Seal

Contact no.....

APPENDIX-VII

(Format to be downloaded, filled up, signed with seal, scanned and uploaded)

Bidder's Bank Details

(To be printed on the bidder's Letter Head duly filled scanned and uploaded after seal and signature)

A/c No.	
A/c holder Name:	
Bank Name & Bank Address:	
Branch Name:	
IFSC:	

Signature of Tenderer with Office Seal

(Format to be downloaded, filled up, signed with seal, scanned and uploaded)

FORMAT OF AGREEMENT

THE BOARD OF TRUSTEES FOR THE PORT OF CALCUTTA

THIS AGREEMENT made this day of 20 between the Board of Trustees for the Port of Calcutta, a body corporate constituted by the Major Port Trust Act, 1963 (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 (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 assignees or successors in office) of the other part WHEREAS the Trustees are desirous that certain Works should be executed, viz and have accepted a Tender / offer by the Contractor for the survey, development, completion and maintenance of such works NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words 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 & the acceptance of Tender/ Offer and its enclosures.
 - b) Drawings, if any
 - c) The General Conditions Of Contract.
 - d) Special Conditions Of Contract (If any).
 - e) The Conditions Of Tender.
 - f) The Specifications.
 - g) Bill of Quantities.
 - h) All Trustees' Schedule of rates & prices (if any).
 - i) All correspondences 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 ,complete and maintain the work in conformity in all respects with the provisions of Contract.
4. The Trustees hereby covenants to pay to the contractor in consideration of such execution construction, completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the contractor.

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

The Seal ofwas hereunto affixed in the presence of :

Name :- _____

Address :- _____

OR

SIGNED SEALED AND DELIVERED

By the said _____

In the presence of :

Name :- _____

Address :- _____

The Common Seal of the Trustees was hereunto affixed in the presence of :

Name :- _____

Address :- _____

APPENDIX-IX

Tender for supply and delivery of Total Station Theodolite (as specified in the tender) with 01 years comprehensive warranty to Haldia Dock Complex.

Following documents for meeting the pre-qualification criteria should be uploaded by the Tenderer along with offer: -

SL. No.	Document description
	Details of Bid Document Fee submission
	Details of Earnest Money (EMD) submission.
1.	Copies of Purchase Order/Delivery Challan along with any one of the following documents in support of their claim of work experience: (i) Receipted Challan/ GRN. (ii) Certificate of supply & commissioning of Total Station Theodolite from client. (iii) Tax invoice (iv) Consignment Note The details of Technical Capacity of the applicants to be filed up as per format given at Appendix-VI
2.	Copies of Annual accounts, Audited Balance Sheet and Profit & Loss Account for last three financial years (2015-16, 2016-17 & 2017-18) ending 31.03.2018 Or Income Tax Return (ITR) for last three financial year (2015-16, 2016-17 & 2017-18) ending 31.03.2018.
3.	Self-certified copy of PAN
4.	Copy of GST Registration Certificate.
5.	Copy of Valid Professional Tax Payment Challan, if applicable.
6.	Covering Letter by the Tenderer as per Appendix-I
7.	Make, model and compliance in respect to Minimum Guiding Specification as per Appendix-II.
8.	Power of Attorneys as per Appendix-III
9.	Bidder's Information as per Appendix-IV
10.	Format for GST rates as per Appendix-V
11.	Details of Technical Capacity as per Appendix-VI
12.	Bidder's Bank Details as per Appendix-VII

Tender for supply and delivery of Total Station Theodolite (as specified in the tender) with 01 years comprehensive warranty to Haldia Dock Complex.

(PRICED BILL OF QUANTITIES)

SCHEDULE OF RATES

Item	Description	Amount (in Rs.) Excluding GST
1	2	3
A	Supply, delivery & commissioning of 01 (One) Total Station Theodolite to Haldia Dock Complex at Haldia (with 01-year post commissioning comprehensive warranty) as per minimum specification quoted by the tenderer in terms of Scope of Work as stipulated in the Tender Document No. Ad/007/T.S/Tender/2019.	Rs..... <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"><p>This is a SAMPLE FORMAT for quoting PRICE BID. Tenderers are advised not to quote here. The PRICE BID is to be quoted ONLINE ONLY.</p></div>

Signature of the Bidders/ Power of Attorney holder with Seal

Note: Evaluation would be made on the basis of amount quoted at Column-3 (excluding GST)