

BID DOCUMENT  
FOR  
SURVEILLANCE  
OF  
NAVIGATIONAL BUOY LIGHTS IN SHIPPING CHANNEL

TENDER REF. NO: KoPT/ MRN/SDDS/SURVEILLANC/2019-20, September 2019

Estimated Value: Rs 141.65 Lakh

**ISSUED BY:**  
THE SUPERINTENDENT, DREDGER & DESPATCH SERVICE,  
KOLKATA PORT TRUST

September 2019



**Kolkata Port Trust**  
**Marine Department**

**1.0 NOTICE INVITING TENDER**

|  |                              |
|--|------------------------------|
| <b>Tender REF. No : NO: KoPT/ MRN/SDDS/ SURVEILLANC/2019-20,</b> | <b>Dated: September 2019</b> |
|--|------------------------------|

E-Tender under **single cover system** is invited from reliable, bonafide & experienced agency for surveillance of navigational buoy lights in the shipping channel leading to Kolkata Dock System and Haldia Dock Complex divided in three segments (stretches) as follows:

- I. Surveillance of 19 nos. buoy lights demarcating the shipping channel in the vicinity of Sagar Island i.e. from MC-III buoy to Middleton-VI buoy including buoys UESF & Sagar Fairway over a stretch of about 19 Nautical Miles by utilising 3 nos. mechanised boat / bhut-bhuties.
- II. Surveillance of 17 nos. buoy lights between Diamond Harbour and Maragolia i.e. from UDS buoy to MC-II buoy, over a stretch of about 25 Nautical Miles in the shipping channel leading to Kolkata Dock System by 3 nos. mechanised boat / bhut-bhuties.
- III. Surveillance of 19 nos. buoy lights between off Haldia Dock Complex and Auckland i.e. from UEH buoy to LEA buoy, over a stretch of about 24 Nautical Miles in the shipping channel leading to HDC by utilising 3 nos. mechanised boat / bhut- bhuties.

**Note: The bidder is free to participate in the tender for a single or multiple Segments as above and pre-qualification & EMD would be commensurate with the number of zones the bidder participates.**

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

**2.0 SCHEDULE OF TENDER (SOT)**

|                   |   |
|-------------------|---|
| a. Tender No.     | Tender REF. No : NO: KoPT/ MRN/SDDS/ SURVEILLANC/ 2019-20,  |
| b. Mode of Tender | e-Procurement System<br>(Online through CPP Portal<br><a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> )<br>The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender is acceptable by KOLKATA PORT TRUST. |

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| c. Estimated cost  | <b>Rs. 141.65 Lakh</b> for all three Segments @ <b>Rs.47.217 Lakh</b> per Segment.   |
| d. Earnest Money Deposit.  | The bidders shall be required to deposit <b>Rs.94,434/-</b> for each Segment as 'Earnest Money Deposit' (EMD) payable to Kolkata Port Trust as per tender stipulation. EMD would increase proportionately depending on the number of segments, the bidder wishes to participate. The original EMD instrument shall be submitted within 3 days from the closing of online submission of tender. |
| e. Tender Document fee.  | The intending bidders also should submit the tender fee of <b>Rs.1770/-</b> including GST to Kolkata Port Trust separately as per tender stipulation. The original Bank Draft/Bankers Cheque/Pay Order shall be submitted within 3 days from the closing of online submission of tender.   |
| f. Date of NIT available to parties to download.   | From <b>23.9.2019</b> .  |
| g. Off line Pre-Bid Meeting date and time.   | At <b>1400 hours on 03.10.2019</b> at KoPT Head Office, 15, Strand Road, Kolkata - 700001.   |
| h. Last date of submission of EMD & Bid Document Fee to KoPT.  | The original EMD instrument shall be submitted within 3 days from the closing of online submission of tender.  |
| i. Date of starting of e-Tender for submission of on-line Techno-Commercial Bid and price Bid at CPP Portal. | At 10:00 hours on <b>05.10.2019</b> .  |
| J. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.                   | Up to 14:00 hours on <b>15.10.2019</b> . The last date of submission of tender will not be extended under any circumstance.  |
| k. Date & time of opening of tender (both techno-commercial part as well as price part).                     | On <b>16.10.2019</b> after 1500 hours.   |

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

Capt. Gautam Roy  
Superintendent  
Dredger & Despatch Service  
Tender Inviting Authority

### 3.0 Important Instructions for e-Tender

Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version 8 or above, and Java 8 Update 151 or 161.

Further, bidders are requested to go through the following information and instructions available on the CPP Portal <https://eprocure.gov.in/eprocure/app> before responding to this e-tender:

- Bidders Manual Kit
- Help for Contractors
- FAQ

#### Contact Persons (Kolkata Port Trust):

1. Capt. G. Roy. Superintendent, Dredger & Despatch Service  
Phone: 9836298700  
E-mail: gautam.roy@kolkataporttrust.gov.in
2. Capt. C.P. Ashok, Dy. Superintendent, Dredger & Despatch Service.  
Phone: 9674720055  
E-mail: cpashok@kolkataporttrust.gov.in

#### Contact persons (CPP Portal):

1. Shri Nazmush - Mob: 9563251950 email: [webhelpdesk@gmail.com](mailto:webhelpdesk@gmail.com)  
See CPP Portal for contact details.

#### **4.0 Pre-Qualification Criteria for participation in each segment & instruction:**

**[If a bidder wants to participate in more than one segment, the financial parameters of the pre-qualification criteria as mentioned at items 1 & 2 below will have to be increased proportionately i.e. multiplied by the number of segments intended for participation]**

**1. Must have experience of having successfully completed \*similar work during the last 7 years ending last day of month previous to the one in which tenders/applications are invited, which should be either of the following:**

**(a) Three similar completed works, each costing not less than the amount equal to 40% of the annual estimated value i.e. Rs. 6.296 Lakh.**

**Or**

**(b) Two similar completed works, each costing not less than the amount equal to 50% of the annual estimated value i.e. Rs. 7.869 Lakh.**

**Or**

**(c) One similar completed work, costing not less than the amount equal to 80% of the annual estimated value i.e. 12.591 Lakh.**

**\*The similar work shall include surveillance work in waterway / security job elsewhere / supply of launches.**

**2. The bidder must have an average annual financial turnover of at least 30% of the annual estimated value i.e. Rs. 4.722 Lakh during the last 3 years ending 31<sup>st</sup> March 2019, for participation in a single segment.**

**It may kindly be noted that if it is observed, after opening of techno-commercial offer that any bidder has quoted for more number of zones without fulfilling the proportionately increased financial parameters of the pre-qualification criteria as mentioned above at 1 & 2 of Clause-4.0, the offer of the firm shall be treated as disqualified.**

#### **Note:**

- Work Experience as sub-contractor will not be considered for the purpose of pre-qualification.**
- 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).**

#### **5.0 TENDER AUTHORITY**

Superintendent, Dredger & Despatch Service,  
Kolkata Port Trust, 15, Strand Road, Kolkata-700 001  
Phone: 033-2230-3451-Extn: 2232, Tele-fax: 033-2231-0105  
Mobile: 09836298700.  
E-mail: [gautam.roy@kolkataporttrust.gov.in](mailto:gautam.roy@kolkataporttrust.gov.in),  
Web-site: [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)

## **6.0 INSTRUCTION TO BIDDERS**

- 6.1 Tender with supporting documents shall be submitted online as stipulated in the tender.
- 6.2 The bidder before filing and submitting the Tender is expected to thoroughly examine the Tender Documents including all instructions, forms, terms, specifications, schedules and reference drawings. Failure/omission to furnish this information required by the tender Document on submission of a bidder which is not substantially responsive to the tender requirement will result in the rejection of such tender.
- 6.3 Mere downloading of Tender Document shall not mean that a particular Bidder will be automatically considered qualified and their bid will be entertained. Such qualifications will be reviewed at the time of evaluation of bids.
- 6.4 Tender Document (Non-transferable) will be available in the website: [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) / CPP Portal. Parties downloading the tender document should ensure submission of Demand Draft towards Tender Fee, failing which the tender will not be considered.
- 6.5 Kolkata Port Trust reserve the right to reject any/all tenders or to accept any tender in whole or in part without assigning any reason whatsoever.

## **7.0 MODE OF SUBMISSION OF BID**

- 7.1 The tenders are to be submitted online in single part and price to be quoted as per the BOQ format also online. The bidders are required to upload the following documents:
- a. Brief particulars of the Firm mentioning company's registration.
  - b. Copy of the document relating to details of Similar Works previously carried out by the firm with value & period of each work.
  - c. Copies of Performance Certificates of previous works carried out.
  - d. Copies of the Audited Balance Sheet and Profit and Loss Account for last 3 years (i.e. 2016-17, 2017-18, and 2018-19).
  - e. Photocopy of the Bank Draft / Bankers Cheque payable to 'Kolkata Port Trust' towards Tender Fee and EMD.
  - f. Form of Tender duly filled in bidder's Letter Head.
  - g. A declaration that the firm has not been debarred / de-listed by any Govt. / Quasi-Govt. / Public Sector Undertakings.
  - h. Authentic documents relating to registration under GST Authority.

- i. Photo copy of ESI Registration certificate. In case the firm is not covered under ESI Act or exempted, they should furnish necessary documents along with an affidavit in original affirmed before a 1<sup>st</sup> Class Judicial Magistrate in a non-judicial stamp paper worth Rs.10/- to that effect as per enclosed KoPT approved format (**Annexure-A**). In addition that the Tenderer must indemnify KoPT against all damages and accidents occurring to their staff in a non-judicial stamp paper worth Rs.50/- as per enclosed format (**Annexure-B**).
- j. Copy of the Current Trade License as applicable.
- k. Photo copy of Current P.F. Statement or in case they are exempted under Provident fund act, they would furnish necessary documents along with an affidavit affirmed before a first class Judicial Magistrate to the effect as per enclosed Proforma (**Annexure-C**).
- l. Power of Attorney in original in connection with signing the tender document.
- m. A covering letter addressed to Superintendent, Dredger & Despatch Service as per the format given at **Annexure-D**.

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

**7.1.2 THE DOCUMENTS UPLOADED BY BIDDER(S) WILL BE SCRUTINISED. IN CASE ANY OF THE INFORMATION FURNISHED BY THE BIDDER IS FOUND TO BE FALSE DURING SCRUTINY, EMD OF DEFAULTING BIDDER(S) WILL BE FORFEITED. PUNITIVE ACTION INCLUDING SUSPENSION AND BANNING OF BUSINESS CAN ALSO BE TAKEN AGAINST DEFAULTING BIDDER(S).**

## **7.2 Deadline for submission of Tender**

The completed tender shall be submitted online within the prescribed date as indicated in the SOT. Further, the last date of submission of the tender will not be extended under any situation.

## **7.3 Validity of Bid.**

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

## **8.0 OTHER INSTRUCTIONS**

**8.1 Bidders are advised to submit quotation online based upon technical specification, terms and conditions, Scope of Work, Technical Specification contained in the Bid Documents and General Conditions of Contract (GCC) and not to stipulate any deviation. The General Conditions of Contract of Kolkata Port shall be applicable wherever relevant. The GCC may be downloaded from KoPT website, 'Homepage - Rule and Regulations - Non-Service Regulations'. Should it, however, become unavoidable, deviations should be suggested during pre-bid meeting. KoPT reserves the right to accept or reject the suggested deviations. No deviation from the laid down conditions of the Bid Document is firm unless it is notified by KoPT.**

- 8.2 Kolkata Port Trust will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.
- 8.3 The work is to be done as described in Bid Document. The bidders who need clarifications on any specific issue shall inform the Engineer in writing well in advance of the date of pre-bid discussion at the address given in the next clause.
- 8.4 The bidders are advised to examine the tender documents carefully and if the bidders find any discrepancy or omission in the Bid Document or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer, who may send a written explanation to the queries. No oral interpretations shall be made by any Bidder as to the meaning, if any, of the provisions of the Bid documents. Every request for an interpretation shall be in writing, addressed and forwarded to the Engineer who shall be the point of contact at the following address:

The Superintendent, Dredger & Despatch Service,  
Kolkata Port Trust,  
15, Strand Road,  
Kolkata-700 001

- 8.5 The bidders may please note that Kolkata Port Trust will not entertain any correspondence or queries on the status of the offers received against this Bid.

Bidders are also requested not to depute any of their personnel or agents to visit Kolkata Port Trust's Offices for making such inquiries. Should Kolkata Port Trust find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by Kolkata Port Trust.

- 8.6 Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder. Kolkata Port Trust may reject, accept or prefer any bid without assigning any reason whatsoever.
- 8.7 Fax/e-mail offers/ physical offer will not be considered. Bidders should prepare their Bid themselves. Bids prepared by agents will not be recognized. KoPT will not be liable for any financial obligation in connection with any work until such time KoPT communicates to the successful bidder in writing its decision to entrust the work (covered by the Bid document).

#### **8.8 Amendment of Tender Documents.**

At any time prior to the deadline for the submissions of tenders, KoPT may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Tenderer / bidder, modify the Tender Documents by issuance of addenda, which shall be in writing and uploaded in the same websites. Such addenda will form part of their Tender. The Tender Document shall be deemed to be amended only by way of the amendments mentioned above. Any other communication issued to the tenderers / bidders shall not be

construed to as amendment to the Tender Document.

## **9.0 EARNEST MONEY DEPOSIT**

- 9.1 The bidders shall be required to deposit **Rs.94434/-, Rs.1,88,868/- & 2,83,302/-** for one, two & three Segments respectively as 'Earnest Money Deposit' (EMD) payable to 'Kolkata Port Trust' by Banker's Cheque or Pay Order or Demand Draft, payable at Kolkata physically.
- 9.2 Earnest Money of unsuccessful bidders will be refunded within 2 months of opening the Price bid or on finalization / acceptance of tender, whichever is earlier. EMD of L-I bidder will only be encashed. Tender submitted without EMD shall not be considered.
- 9.3 After conclusion of tender process, EMD of successful bidder will be returned without interest after submission of Security Deposit. However, the contractor may opt for converting the EMD as a part of Security Deposit. In case the successful bidder fails to submit the Security Deposit in terms of tender conditions, the EMD will be liable for forfeiture.

## **10.0 SECURITY DEPOSIT**

- 10.1 Successful bidder will submit Security Deposit for a sum equivalent to **10% of the total evaluated value as per price bid** of the tender, as accepted by KoPT, in Demand Draft or in the form of Bank Guarantee as per the format as stipulated in GCC in favour of 'Kolkata Port Trust' from a Nationalized Indian Bank with branch at Kolkata. In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court. The Bank Guarantee shall remain valid for 3 months after the final expiry of the contract including warranty period. The Security Deposit will be released within 60 days after successful completion of the contract period.
- 10.2 The Superintendent, Dredger & Despatch Service 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.
- 10.3 After the issuance of 'Letter of Intent', Security Deposit will have to be submitted within 15 working days and a formal agreement is to be executed immediately thereafter as per format provided in GCC. Work order will be issued immediately after receipt of Security Deposit. The contract shall be deemed to be in effect from the date of issue of work order.

## **11.0 Micro & Small Enterprises (MSEs) registered with NSIC & or MSME:**

- 11.1 Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) or MSME are exempted from depositing Tender Fee and Earnest Money.

11.2 If Micro & Small Enterprises (MSEs) registered with NSIC or MSME intends to participate in the tender for the items they are not registered with NSIC or MSME, then they will have to deposit cost of Tender Fee, full amount of Earnest Money as per NIT. Otherwise their offer will not be considered.

11.3 Copy of valid NSIC Certificate or MSE Certificate under MSME has to be submitted along with bid.

## **12.0 INSTRUCTION FOR FILLING THE BIDS**

12.1 The bids can only be submitted in the name of the bidder.

12.2 The Bid and any annotations or accompanying documentation shall be in English language only and in metric system.

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

12.4 Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his ability to bind the bidder. The power of attorney as proof of the ability of the signatory to bind the bidder shall be annexed to the bid. Kolkata Port Trust may reject outright any bid unsupported by adequate proof of the signatory's authority.

12.5 The tender shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be completed free from ambiguity, change or inter-lineation.

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

12.7 Bidders shall set their quotations online as per BOQ format and without any qualifications.

12.8 Price Bids, containing any sort of qualifying expressions will be rejected.

12.9 Kolkata Port Trust reserves the right to ask any one of the bidders, who have submitted their price quotations to submit a break-up of the submitted prices with adequate justification to establish for each such component. Bidders shall confirm in writing in the form of Tender that should Kolkata Port Trust deem it necessary to ask for such a break up of quoted price, they will be duty bound to do so as requested by KoPT and they shall be further duty bound to provide justification to the same, failing which or if their justification of prices are found unacceptable to KoPT, their Tender may be cancelled by Kolkata Port Trust.

## **13.0 TAXES & DUTIES.**

13.1 The prices quoted shall be including all statutory levies excluding GST. The summation of all item-wise total prices (excluding GST, i.e. daily hire rate as

mentioned in BOQ) would be the basis of evaluation.

- 13.2** Supplier / Service Provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- 13.3** The Supplier / Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier / Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier / Service Provider and details available with Kolkata Port Trust, then payments to Supplier / Service Provider to the extent of GST relating to the invoice/s under mismatch may be retained from due payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account and is finally available to Kolkata Port Trust in terms of GST laws and that the credit of GST so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.
- 13.4** Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the Supplier / Service Provider. Any loss of input tax credit to Kolkata Port Trust for the fault of supplier shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.
- 13.5** Supplementary invoice/debit note/credit note for price revisions to enable Kolkata Port Trust to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.
- 13.6** The purchase order/work order shall be void, if at any point of time bidders are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

#### **14.0 INTERPRETATION OF TERMS.**

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

- 14.1** The TRUSTEES - the expression 'The Trustees' means Board of Trustees of the Port of Kolkata.
- 14.2** The Director, Marine Department - the expression 'Director, Marine Department' means the officer holding that post under the Trustees and includes his successors in office.
- 14.3** The Superintendent, Dredger & Despatch Service - the expression 'Superintendent, Dredger & Despatch Service' means the officer holding that post under the Trustees and includes his successors in office.
- 14.4** The ENGINEER - the expression 'The Engineer' means Superintendent, Dredger & Despatch Service for the purpose of this contract only.
- 14.5** The ENGINEER'S REPRESENTATIVE - the expression 'The Engineer's Representative' means any officer or person from time to time deputed by the Trustees or Director, Marine Department or Superintendent, Dredger &

Despatch Service to act on their behalf for the purpose of this contract.

- 14.6 The Superintendent, Dredger & Despatch Service from time to time may authorise any person or persons in writing, a copy of which is to be forwarded to the contractor, to be meant by him to exercise such powers, authorities and discretions on his behalf under this contract as he may think fit and proper and the contractor shall recognise, honour and give effect to such authorities in all respect.

## **15.0 SPECIAL CONDITIONS OF CONTRACT.**

### **15.1 Scope of the work.**

The work involves surveillance of navigational buoy lights against pilferage / damage between the stretches of the shipping channel from Diamond Harbour to Middleton area through Sagar Roads and from off Haldia Dock Complex to Lower Auckland as follows for a period of 3 years:

- I. Surveillance of 19 nos. buoy lights demarcating the shipping channel in the vicinity of Sagar Island i.e. from MC-III buoy to Middleton-VI buoy including buoys UESF & Sagar Fairway over a stretch of about 19 Nautical Miles by utilising 3 nos. mechanised boat / bhut-bhuties.
- II. Surveillance of 17 nos. buoy lights between Diamond Harbour and Maragolia i.e. from UDS buoy to MC-II buoy, over a stretch of about 25 Nautical Miles in the shipping channel leading to Kolkata Dock System by utilising 3 nos. mechanised boat / bhut-bhuties.
- III. Surveillance of 19 nos. buoy lights between off Haldia Dock Complex and Auckland i.e. from UEH buoy to LEA buoy, over a stretch of about 24 Nautical Miles in the shipping channel leading to HDC by utilising 3 nos. mechanised boat / bhut- bhuties.

15.2 The length of the stretches of the shipping channel to be brought under coverage of surveillance and the number of the buoy lights in each segment are provisional and may vary + / - 30% for which no addition / deduction of daily rate of mechanised boat / bhut-bhuti would be applicable.

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| 16.0 | Surveillance of buoy lights is to be carried out in a most effective manner round the clock and in all weather/tidal conditions by using mechanised boat(s) / bhut-bhuti (es) as stated above to the entire satisfaction of KoPT.                                | Surveillance work is to be carried out by using mechanised boat(s)/bhut bhuti (es). |
| 17.0 | Mechanised boat(s) / bhut-bhuti(es) deployed for the purpose of surveillance within stretch of shipping channel as per description of work, are to be on daily hire basis inclusive of expenses towards fuel, lubricants, men and all other incidental expenses. | Mechanised boat(s) / bhut bhuti (es) to be deployed on daily rate basis.            |

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| 18.0 | KoPT will pay for hire charges of three mechanised boat(s) / bhut-bhuti (es) for effective surveillance work in each Segment. However, the contractor may deploy more than <i>three</i> boats for effective surveillance work, but payment will be restricted up to <i>three</i> boats only per segment.  | Maximum nos. of mechanised boat(s)/bhut bhuti(es) would be three.   |
| 19.0 | There is no provision for payment of any escalation on the price under this contract.   | No escalation payable on the price.   |
| 20.0 | Tenders will be evaluated segment-wise on the basis of daily hire rate per boat / bhut-bhuti. GST would not be taken into account during evaluation.  | <i>Evaluation of tender.</i>  |
| 21.0 | In case of any pilferage/damage of lighting equipments either as a whole or part thereof, the pilfered/damaged items would be required to be replaced by the contractor with the new ones at the cost of the contractor to the entire satisfaction of the Lighting Officer at the earliest.   | The pilfered/ damaged items to be replaced by contractor(s) at his cost.  |
| 22.0 | All cases of pilferage, malfunctioning or non-functioning of navigational lights within a surveillance area are to be reported to the Lighting Officer / Deputy Superintendent, Dredger & Despatch Service, within twelve hours of such occurrences by the contractor through his contact person.   | Reporting of pilferage, malfunctioning / non-functional lights to be made within 12 hours.  |
| 23.0 | The Contractor is to provide name/ telephone number etc. of contact person who would always be available over telephone including holidays. The contractor's 'contact person' must convey situation report regarding the status of buoy light in the respective area of surveillance to the Lighting Officer at regular intervals as required by him.   | Availability of contractor over telephone all the time.   |
| 24.0 | KoPT or an individual representing KoPT cannot be held responsible for loss or damage caused to any of the mechanised boat / bhut-bhuties or loss of lives or injury to contractor's workmen engaged for the purpose of surveillance 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 or injury to contractor's workmen and damage caused to any equipment and mechanised boat/bhutbhuties.. |
| 25.0 | The contractor should comply with the Contract Labour (Regulation and abolition) Act 1970, including compliance of Employees State Insurance Act (if applicable), Workmen Compensation, Minimum Wage Act 1948 and Employers (contractor   | Compliance of various Acts.   |

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|      | being employer) Insurance and any other Laws in force as on date.  |   |
| 26.0 | It is desired that a contractor is conversant with the shipping channel required to be under cover of surveillance mainly the name of each buoy fitted with lighting equipment and the cost of such equipment, the weather, tidal conditions etc.  | Familiarisation of site conditions by the bidders.                              |
| 27.0 | The successful bidder(s) will be taken through the shipping channel where surveillance is to be carried out to show the existing status of lighting equipments prior to issuance of work order.  | Contractors to be shown the buoys before work order.                            |
| 28.0 | At least one of the mechanised boats / bhut-bhuties deployed by the contractor in a particular area of surveillance is required to report to the despatch vessel of KoPT D.V. 'Rabindra', whenever she passes through the area as practicable. D.V. 'Rabindra' will reduce her speed for the purpose.  | Contractor's boat should report to the despatch vessel of KoPT D.V. 'Rabindra'. |
| 29.0 | The order will be placed on the selected firm/firms on obtaining approval of the competent authority.  | Award of contract.  |
| 30.0 | Payment will be made within 45 days of submission of complete monthly bill. The bill shall be accompanied by log book extract of each mechanised boat / bhut-bhuti deployed by the contractor along with other supporting papers for the numbers of the boats/bhut-bhuties deployed subject to maximum of three for each segment as well as all other documents relating to compliance of Law of the Land. | Payment Terms.  |
| 31.0 | KoPT reserves the right to terminate the contract with one month notice in case it is decided by KoPT that the work is not required to be carried out in any area or all the areas. In the event of such termination, no compensation will be allowed.   | Termination of contract at the discretion of KoPT.                              |
| 32.0 | All other terms and conditions shall be as per KoPT's 'General Conditions of Contract'   | Other terms & conditions.   |

### 33.0 BILL OF QUANTITIES

- 33.1 The Bill of Quantities must be read with the General Conditions of Contract, the Special Conditions of Contract and the Technical Specifications of Work and the Bidder deemed to have examined the above documents and to have thoroughly familiarised himself with the total scope of work and its mode of execution.
- 33.2 The bidder shall quote his offer online for the work as specified in the Tender Document.
- 33.3 The Bidder shall be required to quote daily his rate of each bhutbhuti / Mechanised boat only.

#### PRICE BID FORMAT

| Segment No. | Description of work   | Daily hire rate per bhutbhuti / Mechanised boat In INR in figure. | Remarks   |
|-------------|---|---|---|
| I.          | Surveillance of 19 nos. buoy lights demarcating the shipping channel in the vicinity of Sagar Island i.e. from MC-III buoy to Middleton-VI buoy including buoys UESF & Sagar Fairway over a stretch of about 19 Nautical Miles by utilising a maximum of 3 nos. mechanised boat / bhut-bhuties. | Rs. .... / ..... (A)  | Price to be quoted in INR and should be all inclusive excepting for GST, which would be payable extra at actual separately. |
| II.         | Surveillance of 17 nos. buoy lights between Diamond Harbour and Maragolia i.e. from UDS buoy to MC-II buoy, over a stretch of about 25 Nautical Miles in the shipping channel leading to Kolkata Dock System by utilising a maximum of 3 nos. mechanised boat / bhut-bhuties.                   | Rs. .... / ..... (B)  | Price to be quoted in INR and should be all inclusive excepting for GST, which would be payable extra at actual separately. |

|      |  |                     |   |
|------|--|---------------------|---|
| III. | Surveillance of 19 nos. buoy lights between off Haldia Dock Complex and Auckland i.e. from UEH buoy to LEA buoy, over a stretch of about 24 Nautical Miles in the shipping channel leading to HDC by utilising a maximum of 3 nos. mechanised boat / bhut-bhuties. | Rs. .... / .....(C) | Price to be quoted in INR and should be all inclusive excepting for GST, which would be payable extra at actual separately. |
|------|--|---------------------|---|

Total segment-wise evaluated price would as follows:

**Segment-I = A x 3 X 1095.**

**Segment-II = B x 3 X 1095.**

**Segment-III = C x 3 X 1095.**

FORM OF TENDER

To  
The Superintendent,  
Dredger & Despatch Service,  
Kolkata Port Trust,  
15, Strand Road,  
KOLKATA - 700001.

Dear Sir,

We M/s. \_\_\_\_\_  
of \_\_\_\_\_ having read and  
fully understood the specification, conditions of tender and general conditions of  
contract hereby tender for surveillance of navigational buoy lights in the  
shipping channel for the Trustees for the Port of Kolkata in accordance with and  
as set forth in annexed General Conditions of Contract and General Specifications.

The quotations have been submitted on line as stipulated.

We hereby agree that the said specification, conditions of tender and General  
Conditions of Contract together with the acceptance thereof in writing by or on  
behalf of the Trustees, shall constitute the contract.

We undertake to complete the work in all respects in accordance with the  
specifications and drawings and to deliver to KoPT at Kolkata for acceptance after  
trials within stipulated time frame.

We also agree to abide by this tender for a period of 180 days from the date of  
opening of bid and in default of doing so, forfeiture of the Earnest Money  
Deposited is at the option of Trustees.

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 the Trustee's are not bound to give any reason for their decision.

Yours faithfully,

Dated \_\_\_\_\_

Signature

NOTE: All blank spaces to be filled in by the Tenderer and be submitted along with tender.

## KOLKATA PORT TRUST

### AGREEMENT FORMAT SECTION.

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2019 between the Board of Trustees of the Port of Kolkata, a body corporate constituted by the Major Port Trust Act, 1963 (No.38 of 1963) having its Head Office at 15, Strand Road, Kolkata -700001 (hereinafter called "Trustees" which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office of the one part and

M/s.

Having its office at \_\_\_\_\_ and Shipbuilding Yard 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 assignees or successors in office of the other part.

WHEREAS Trustees are desirous that certain works should be executed / constructed, viz. Surveillance of navigational buoy lights and have accepted a Tender / Offer by the Contractor for the construction, completion of repairs and painting of such works.

#### AGREEMENT WITNESSTH AS FOLLOWS:

1. In this Agreement words and expression shall have the same meaning as are respectively assigned to them in the general Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read as construed as part of this Agreement, viz.:
  - (a) The said Tender and the acceptance of Tender.
  - (b) The Drawings.
  - (c) The General Conditions of Contract.
  - (d) Special Conditions of Contract (if any).
  - (e) The Conditions of Tender.
  - (f) The Specification.
  - (g) The Bill of Quantities.
  - (h) The Trustees Schedule of Rates and prices (if any).
  - (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, construct, complete and maintain the work in conformity in all respects with the provisions of the contract.

4. The Trustee's hereby covenant 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 contract.

IN WITNESS where 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.

The Seal of \_\_\_\_\_

Was 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 \_\_\_\_\_

\_\_\_\_\_

|                  |
|------------------|
| Rs.50/-<br>STAMP |
|------------------|

**GUARANTEE BOND.**

In consideration of the Board of Trustees' of the Port of Kolkata, a body corporate, duly constituted under the Major Port Trust's Act 38 of 1963 (hereinafter called the Trustees' which expression shall unless excluded by or repugnant to the context be deemed to include its successors in office) having agreed to exempt

M/s. \_\_\_\_\_

(hereinafter called the said "Contractor", which expression shall unless excluded by or repugnant to the context be deemed to include its successors, heirs, assigns, administrators and legal representative) from the demand under the Terms and Conditions of the Agreement dated, \_\_\_\_\_ for work of surveillance of navigational buoy lights in the shipping channel (hereinafter called the said Agreement) of Security Deposit for the due fulfilment by the said contractor of all the Terms and Conditions contained in the said agreement on production \_\_\_\_\_ of \_\_\_\_\_ Bank \_\_\_\_\_ Guarantee \_\_\_\_\_ for

\_\_\_\_\_ ) only  
representing 10 % of the contract price \_\_\_\_\_  
\_\_\_\_\_ only.

We, the \_\_\_\_\_  
(hereinafter called the Bank) do hereby undertake to pay the Trustees' an amount not \_\_\_\_\_ exceeding \_\_\_\_\_ of  
Rs. \_\_\_\_\_ (\_\_\_\_\_ )  
only against any loss or damage caused to or suffered or would be caused to or suffered by the Trustees' by reasons of any breach by the said contractor of any of the Terms & Conditions contained in the said Agreement.

1. We, \_\_\_\_\_ do hereby unconditionally, irrevocably undertake to pay to the Trustees' the amounts due and payable under this guarantee without any demur, merely on a demand from the said Trustees' stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the said Trustees' by reasons of any breach by the said contractor of any of the Terms & Conditions contained in the said Agreement or by reasons of the Contractors' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (\_\_\_\_\_ ) only.

2. We, \_\_\_\_\_, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable from the date of execution of this guarantee i.e. from \_\_\_\_\_ till the expiry of ( ) calendar months and covering the guarantee period i.e. up to \_\_\_\_\_ and till all the duties of the Trustees under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till the Trustees' certify that the Terms and Conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all liabilities under this guarantee thereafter.
3. We, \_\_\_\_\_, further agree with the Trustees that the Trustees shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the Terms and Conditions of the said Agreement or to extend the time of performance by the said contractors from time to time or to postpone, for any time or from time to time any of the powers exercisable by the Trustees against the said contractors and to forebear or enforce any of the Terms and Conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractors or for any forbearance, act or omission on the part of the Trustees or any indulgence by the Trustees to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
4. We undertake to pay to the Trustees within a week any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.
5. Notwithstanding anything contained herein, our liability under the guarantee is \_\_\_\_\_ restricted \_\_\_\_\_ to \_\_\_\_\_ ( \_\_\_\_\_ ) only. Our guarantee shall remain in full force till its expiry on \_\_\_\_\_ from the date of issue, unless a demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_ and we shall be discharged from all liabilities under this guarantee.
6. We, \_\_\_\_\_, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Trustees in writing and agree that any change in the constitution of the Bank or the Contract shall not discharge our liability hereunder.

Dated, the \_\_\_\_\_ day of \_\_\_\_\_ 2015

WITNESS:

1. N A M E :

DESIGNATION :

BANK's NAME :

& ADDRESS.

1. N A M E :

DESIGNATION :

BANK'S NAME :

& ADDRESS.

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

AFFIDAVIT

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

1. That I am a proprietor / partner of ----- having office  
 at -----and carrying on business on the said name and style.  
 (In case the above Deponent is an enlisted Contractor at Kolkata Port Trust,  
 the same should be mentioned in the affidavit).
2. THAT my aforesaid Firm is exempted from E.S.I. Act and the said Firm has  
 no Valid E.S.I. Registration.
3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per  
 the Clause No..... of the Tender  
 No.....issued by the Kolkata Port  
 Trust in respect of the work (the work is to be mentioned).

THAT the statements made above are all true to the best of my knowledge and  
 belief

DEPONENT

Identified by me.

1.

**On Non-Judicial Stamp Paper of at least Rupees Fifty**

**INDEMNITY BOND**

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

2. WHEREAS, the said Kolkata Port Trust had asked the every tenderer, who is not covered under E.S.I. Act or exempted to furnish an Indemnity Bond in favour of Marine Department, Kolkata Port Trust against all damages and accidents to the Labourer / Tenderer / Contractor.
3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Tenderer / Contractor named herein above shall indemnify the Kolkata Port Trust against all damages and accidents occurring to the Labourers of the Tenderer / Contractor as demanded by the Kolkata Port Trust and which shall be legal and/or claimed by the Kolkata Port Trust during the execution of the work stated in the NIT No.....of  
.....  
.....
4. AND the Contractor hereunder agrees to indemnify and at all times keep indemnified the Kolkata Port Trust and its administrator and representative and also all such possible claim or demand for damages and accidents.

IN WITNESS WHEREOF I, -----the Partner / Proprietor /  
Director -----hereto set and seal this the  
.....day of ..... in the year -----at -----

Sureties: Signature of the Indemnifier

1. Name:

Address:

2. Name:

Address:

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

BEFORE THE 1<sup>st</sup> CLASS JUDICIAL MAGISTRATE AT \_\_\_\_\_

AFFIDAVIT

I \_\_\_\_\_ son of \_\_\_\_\_ Aged  
about \_\_\_\_\_ years, by faith \_\_\_\_\_ by  
Occupation \_\_\_\_\_ residing at  
\_\_\_\_\_,

Do hereby solemnly affirm and declare as flows:

1. That I am the proprietor / Partner / Director \_\_\_\_\_  
Having office at \_\_\_\_\_  
and carrying on business on the same name and style.

(In case the above Deponent is an enlisted Contractor at Kolkata Port Trust, the same should be mentioned in the affidavit)

2. THAT my aforesaid Firm is exempted from Provident Fund Act and the said Firm has no valid Provident Fund Registration.
3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the clause No. \_\_\_\_\_ of the Tender vide NIT No. \_\_\_\_\_ issued by the Kolkata Port Trust in respect of the work (the work is to be mentioned).

THAT the statements made above are all true to the best of my knowledge and belief.

Deponent

Identified by \_\_\_\_\_

Covering letter

Ref. No.

Dated:

The Superintendent,  
Dredger & Despatch Service,

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

Dear Sir,

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

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

Yours faithfully,

Signature of Tenderer

Name \_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_

Seal:

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