

SHORT TENDER NOTICE

E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide & experienced agency with required experience as per Prequalification criteria stipulated in Tender Document for the following work for Kolkata Port Trust.

➤ Name of work	:	Appointment Of Consultants For Providing Services For Availing Duty Credit Scrip Benefit Under Served From India Scheme (SFIS) Of Foreign Trade Policy (2009-14) for The Financial Years 2013-14 And 2014-15.
➤ E-Tender No	:	KoPT/Haldia Dock Complex/Fin Div/1/16-17/ET/580
➤ Estimated Cost	:	NA
➤ Period Of Execution	:	As per tender
➤ Earnest Money	:	Rs 1,00,0000.00 (Rupees One lac only)
Bid document will be available on MSTC, Website. Bidders will have to participate in bidding process through website www.mstcecommerce.com only		
➤ Date and Time for pre-bid meeting & site visit	:	NA
➤ Last date of submission of e-tender and opening of Cover - I of the tender	:	<u>03.03.2017</u> Submission Up to 15:00 hrs. Opening After 15:30 hrs.
➤ Cost of Tender Document (Non-refundable)	:	Rs 1000.00 [Rupees OneThousand only].
➤ Contact Person.	:	General Manager (Finance)-I/C/ Sr Dy Manager (Finance)

Details of the Tender & Tender Documents are available in web site of MSTC and have to participate in bidding process through their website www.mstcecommerce.com only. Interested bidders may contact at rcjenakopt@gmail.com or agupta.hdc@nic.in

R C Jena
General Manager (Finance)-I/C
Haldia Dock Complex),



**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

FINANCE DIVISION'S OFFICE

Tender No. Finance / 2/ 2017 /01

TENDER FOR

APPOINTMENT OF CONSULTANTS FOR PROVIDING SERVICES FOR AVAILING DUTY CREDIT SCIP BENEFIT UNDER SERVED FROM INDIA SCHEME (SFIS) OF FOREIGN TRADE POLICY (2009-14) AFOR THE FINANCIAL YEARS 2013-14 AND 2014-15.

THROUGH E PROCUREMENT ON WEB SITE

www.mstcecommerce.com

TENDER DOCUMENT COST : Rs 1000.00

Volume-I Technical Bid

Due Date for online submission: 15 00 Hrs. on 03/03/2017

Due date & time of bid opening: 15 30 hrs. on 03/03/2017

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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 bidder 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 bidder 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 bidder 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 bidder 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 bidder 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 bidder 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 bidder in preparation or submission of the Bid/Tender, regardless of the conduct or outcome of the selection process.



KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
Finance Division, Jawahar Tower Complex,
P.O.: - Haldia Township, Dist.: Purba Medinipur,
West Bengal. PIN: 721607
FAX: 03224-263170

NOTICE INVITING ONLINE TENDER

E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from bonafide and reputed organization for providing services for availing duty credit scrip benefit under **Serve From India Scheme (SFIS) for the financial years 2013-14, 2014-15**

Bid Document may be downloaded from MSTC website www.mstcecommerce.com. Corrigendum / addendum / clarifications, if any, shall be hosted on the above mentioned website. Tenderer should visit the website frequently.

SCHEDULE OF TENDER (SOT):

a.	TENDER NO.	Finance / 2/ 2017 /01
b.	MODE OF TENDER	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through www.mstcecommerce.com of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender shall be accepted by Haldia Dock Complex, Kolkata Port Trust.
c.	E-Tender No. (System Generated)	KoPT/Haldia Dock Complex/Fin Div/1/16-17/ET/580
d.	Date of NIT available to parties to download	22 February 2017
e.	Pre –Bid Meeting closing date & Time	NA
f.	i) Earnest Money Deposit	The intending bidders should submit Earnest Money of INR 1,00,000.00 (Rupees One Lac only) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected. The bidders are advised to deposit Earnest Money through ECS (RTGS/NEFT) in favor of Kolkata Port Trust, Haldia Dock Complex directly into the designated bank account. Details of the bank account are appended hereunder. a) Name of Bank & Branch: United Bank of India, Haldia Dock Complex Branch, b) Account No.: 1604050000310

		<p>c) IFS Code: UTBI0HDCF75.</p> <p>Concerned tenderers must ensure that the remitting bank positively enters their name and System Generated E - Tender no. in the 'Sender to Receiver' column at the time of making payment of earnest money by RTGS/NEFT.</p> <p>Tenderers should deposit Earnest Money before filling and submission of bids.</p> <p>Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting vendor/contractor :</p> <p>b) E- Tender No. : KoPT/Haldia Dock Complex/Fin Div/1/16-17/ET/580</p> <p>c) Amount remitted :</p> <p>d) Remittance Bank Details:</p> <p>e) U.T.R No. :</p> <p>f) Date:</p>
	ii)	<p>Bid Document fee</p> <p>The intending bidders should submit the tender cost of INR 1000/- (Rupees One Thousand only) (non-refundable) as per the payment mode mentioned above [Refer item f(i)] along with their offer otherwise their offer will be summarily rejected.</p> <p>Bidders should deposit bid document fee before filling and submission of bids.</p> <p>Details of Tender Cost remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting vendor/contractor :</p> <p>b) E- Tender No. : KoPT/Haldia Dock Complex/Fin Div/1/16-17/ET/580</p> <p>c) Amount remitted :</p> <p>d) Remittance Bank Details:</p> <p>e) U.T.R No. :</p> <p>f) Date:</p>

	iii)	Transaction Fee	INR 17,250 (Including Service Tax & other charges @15 % on Service Charge) Payment of Transaction fee by NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Annexure -I)
g.		Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.	Three working days before the last date of closing of online bidding for the e-tender.
h.		Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/kopt	From 22 February 2017 1500 hours
i.		Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	3 rd March 2017 up to 1500 hours
j.		Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	3 rd March 2017 from 1530 hours
k.		Validity period of the Bid	The offer of the Bidders shall remain valid for acceptance for 90 days from the date of opening of tender.

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
FINANCE DIVISION**

Important instructions to the Bidder for E-procurement

This is an e-procurement event of Haldia Dock Complex, Kolkata Port Trust. The e-procurement service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

Bidders are requested to read the terms & conditions of this tender before submitting online tender. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1.	<p>Process of E-tender :</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/kopt</p> <p>1). Vendors are required to register themselves online with www.mstcecommerce.com→ e-Procurement →PSU / Govt depts→Register as Vendor Filling up details and creating own user id and password→ Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>Tenderers are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem.</p> <p>In case of any clarification, please contact HDC/MSTC, (before the scheduled time of the e- tender).</p> <p><u>Contact person (Haldia Dock Complex):</u></p> <table><tr><td>1. R C Jena General Manager (Finance)-I/C Haldia Dock Complex Ph. No.- 03224 264466 E-Mail – rcjenakopt@gmail.com</td><td>2. A Gupta Senior Deputy Manager (Finance) Haldia Dock Complex Ph. No.- 03224 263674 E-Mail – agupta.hdc@nic.in</td></tr></table> <p><u>Contact person (MSTC Ltd):</u></p> <table><tr><td>1. Mr. Arindam Bhattacharjee Deputy. Manager (E-commerce) Haldia Dock Complex MobileNo:09330102643 Landline:03322901004 Email-arindam@mstcindia.co.in</td><td>2. Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile- 07278030407 Email: smukherjee@mstcindia.co.in</td></tr></table>	1. R C Jena General Manager (Finance)-I/C Haldia Dock Complex Ph. No.- 03224 264466 E-Mail – rcjenakopt@gmail.com	2. A Gupta Senior Deputy Manager (Finance) Haldia Dock Complex Ph. No.- 03224 263674 E-Mail – agupta.hdc@nic.in	1. Mr. Arindam Bhattacharjee Deputy. Manager (E-commerce) Haldia Dock Complex MobileNo:09330102643 Landline:03322901004 Email- arindam@mstcindia.co.in	2. Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile- 07278030407 Email: smukherjee@mstcindia.co.in
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	<p>B) System Requirement:</p> <p>i) Windows 98 / XP-SP3 & above/Windows 7 Operating System / Windows 8</p> <p>ii) IE-7 and above Internet browser.</p> <p>iv) Signing type digital signature</p> <p>v) JRE 7 update 9 and above software to be downloaded and installed in the system.</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level</p>
2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by HDC. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p>
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	<p>Special Note Towards Transaction Fee: PAYMENT OF Transaction fee BY RTGS in favour of MSTC Limited .The Bank details, format etc for sending Transaction fee by RTGS to MSTC is detailed below</p> <p>Bank Details : Axis Bank ,Shakespeare Sarani Branch</p> <p>Account Details : Axis Bank A/c.No.005010200057840</p> <p>IFSC Code No. : UTIB00000005.</p> <p>"The vendors shall enter the transaction fee details by using the "Transaction Fee Entry" Link under "My Menu" in the vendor login. The vendors have to select the particular tender in which they want to participate against the transaction fee by clicking on the tick box at the right and then Clicking on the "Submit" Button at the bottom of the page. Then the page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date of Transaction, and the Remitting Bank in the given fields and then click on the "Confirm" Button".</p> <p>NOTE : The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Contact Details :</p> <p>Fax No. : 033- 22831002</p> <p>Email ids: sanjibpoddar@mstcindia.co.in, arindam@mstcindia.co.in, rpradhan@mstcindia.co.in, smukherjee@mstcindia.co.in.</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. Transaction fee is nonrefundable.</p> <p>In case of failure to access the payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5.	In case of failure to access the payment towards cost of tender document & EMD for any reason, the vender, in term, will not have the access to on line e-tender and no correspondence in this respect will be entertained and HDC will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of tender fee and EMD through ECS (RTGS/NEFT) well in advance and verify completion of transaction in respect of tender fee and EMD

	<p>Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular tender. For further assistance please follow instructions of vendor guide.</p>	
6.	<p>All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by HDC. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>	
7.	(i)	<p>Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document.</p>
	(ii)	<p>No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprochome/ of MSTC Ltd.</p>
8.	<p>E-tender cannot be accessed after the due date and time mentioned in Schedule of Tender (SOT).</p>	
9.	<p>Bidding in e-tender:</p>	
	a.	<p>Bidder(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by HDC. Bank details i.e. name of bank and & address, Current a/c no, IFS Code to be mentioned by the tenderer for refund.</p>
	b.	<p>The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p>
	c.	<p>The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →Psu/Govt depts→ Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.</p>
	d.	<p>The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.</p>
	e.	<p>After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid</p>
	<p>NOTE: - The Techno-Commercial Bid & price bid cannot be revised once the submit button has been clicked by the bidder.</p>	

	a.	In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
	b.	During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
	c.	The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
	d.	All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter Supplier.
	e.	It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
	f.	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.
	g.	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.
	h.	Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
10.		Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.		No deviation to the technical and commercial terms & conditions are allowed.
12.		After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
13.		HDC has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
14.		The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/kopt of MSTC Ltd.
15.		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.
16.		The bid will be evaluated based on the filled-in technical & commercial formats.
17.		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.
18.		Necessary addendum / corrigendum (if any) of tender would only be hosted in the e-tendering portal of M.S.T.C.
19.		Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.

20.	<p>Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.</p> <p>When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.</p>
21	If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.
22	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
23	Due date of submission of tender will not be extended under any situation.

KOLKATA PORT TRUST

HALDIA DOCK COMPLEX

FINANCE DIVISION

Tender No. Finance / 2/ 2017 / 01

TENDER FOR APPOINTMENT OF CONSULTANTS FOR PROVIDING CONSULTANCY SERVICES FOR AVAILING DUTY CREDIT SCIP BENEFIT UNDER SERVED FROM INDIA SCHEME (SFIS) OF FOREIGN TRADE POLICY (2009-14) FOR THE FINANCIAL YEARS 2013-14 AND 2014-15

SECTION –1

TENDER PARTICULARS

A. General:

1. Introduction:

1.1 Kolkata Port the first port major port of India was commissioned in 1870. Kolkata Port handled 50.195 million tonnes (mt) of traffic in 2015-16.

The Kolkata Dock System, one of the port's twin dock systems and the continuing legacy of the historic port of Kolkata, formally commissioned way back in 1870, handled an all time high cargo traffic of 16.688 mt in 2015-16, recording a significant growth of 9.2% over last year.

Haldia Dock Complex (HDC), the second dock, too handled 33.507 mt in 2015-16, recording an impressive growth of 8.05% over the last year. In container traffic too, KoPT donned a mantle, recording a high of 6,62,891 TEUs in 2015-16, clocking an over 5% growth vis-à-vis last year, while retaining its 3rd rank amongst major container handling Ports. KoPT continued to handle the highest number of vessels in the major port circuit. All the performance indices viz. average PBD, average TRT and average Ship-day Output recorded significant improvement both at KDS & HDC.

The vessel related charges rendered by the Port to Foreign vessels are denominated in US \$ terms but collected in Indian Rupees. The demurrage charges on foreign containers are also similarly denominated in US\$ terms but collected in Indian Rupees.

1.2 As per paras 3.12 and 9.53 (ii) of Foreign Trade Policy 2009-14 from DGFT, the Ports are entitled to avail SFIS benefit on the value of services rendered to foreign vessels. The KoPT, therefore, proposes to avail the services of experienced consultants in order to avail the SFIS benefit for the years 2013-14 and 2014-15.

1.3 The total income earned by the Port from dollar denominated tariff items during the last 2 years 2013-14 to 2014-15 is given below:

[Rs in crores]

		HALDIA DOCK COMPLEX		KOLKATA DOCK SYSTEM	
		2014-15	2013-14	2014-15	2013-14
A.	PORT AND DOCK CHARGES	326.59	263.15	85.65	69.32
B	CARGO HANDLING & STORAGE CHARGES:	1.48	1.70	6.06	3.93

2. **General Information**

- 2.1 eTenders are invited BY KOLKATA PORT TRUST (KoPT), from consultants having office at Kolkata for availing Duty Scrip benefit under SFIS Scheme of Foreign Trade Policy (FTP) 2009-14 and/or Service Exports from India Scheme for the Financial years 2013-14 and 2014-15 right from registration with DGFT authorities, making application, getting Duty Credit Scrips and subsequent utilization, discharge and all related works.
- 2.2 Bidder is expected to examine all instructions, forms, terms, and specifications in the Tendering Documents. Failure to furnish all information or documentation required by the Tendering Documents may result in the rejection of the Tender.
- 2.3 The invitation for Bids is open to all eligible bidders meeting the qualification criteria as defined in Clause.3
- 2.4 Government-owned enterprises may only participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Employer subject to fulfilment of minimum qualifying criteria.
- 2.5 The bidder shall bear all costs associated with the preparation and submission of his Bid through online, and the Employer will in no case be responsible and liable for those costs.
- 2.6 Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

3. **Eligibility Criteria**

- 3.1 The bidders shall upload information and documents as provided in the Tender as per format prescribed, including the following.
 - (a) Declaration and profile of the bidder as per Format Enclosed at Annexure-I & II;

- (b) Power of Attorney for signing the Tender as per Annexure-III
- (c) Self certified copy of PAN;
- (d) Self certified copy of valid Service Tax Registration certificate indicating Service Tax Code Number
- (e) Self certified copy of 'Provident Fund Registration Certificate' OR an Affidavit affirmed before a First Class Judicial Magistrate as per Annexure - IV
- (f) Self certified copy of 'Employees State Insurance (ESI) Registration Certificate' OR an Affidavit affirmed before a First Class Judicial Magistrate as per Annexure - V
- (g) Self certified copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable. If this is not applicable, the bidder should submit a declaration in this regard with an evidential document
- (h) Annual financial turnover during last three years ending 31 March 2016 as per Minimum Eligibility Criteria in Annexure-IX certified by practicing Chartered Accountant and copies of the audited P/L A/c and Balance Sheets of the years
- (i) Details of Experience as per Minimum Eligibility Criteria in Annexure-X certified by practicing Chartered Accountant.

3.2 To qualify for award of the contract, bidders are to satisfy the following **Minimum Eligibility Criteria:**

- a. Average annual financial turnover (from the consultancy services) during the last 3 (three) financial years ending 31st March 2016, should be **Rs.150.00 Lakhs** Copies of audited Balance Sheet and P&L A/c certified by Chartered Accountant shall be furnished).
- b. Should have at least 5 (Five) years experience in providing consultancy services in relation to handling export benefits under Foreign Trade Policy (FTP) as on 31.12.2016.

(Copies of Certificate of Incorporation / Registered Partnership Deed along with self-declaration of experience supported with certificates from clients shall be furnished)
- c. Should have successfully completed a minimum of three assignments of obtaining and utilization of Duty Scrip benefits under FTP during the last 5 years ending 31.12.2016, with the value of Duty Scrip benefit of not less than Rs. 2.00 (Two) crores per assignment.

(Copies of work order / agreement along with performance certificate and any certificate / document issued by DGFT mentioning the value of benefit shall be furnished. The assignments which are continuing shall also be eligible, subject to obtaining and utilisation of the Duty Scrips of value of Rs 2.00 crore per assignment)

- d. Should be providing consultancy services for availing Duty Scrip benefits under FTP, a minimum of 5 (Five) clients as on 31.12.2016 (current assignments) out of which at least two clients should be Ports / PSUs / Listed companies with an annual turnover of not less than Rs 300.00 crores. The turnover of the client in 2015-16 shall be considered.
- d. Should have office at Kolkata. Proof of any one of the Electricity Bill, Telephone Bill should be furnished.

Note:

1. Scanned copy of documentary proof for meeting the eligibility criteria shall be submitted with the tender. All the shall be uploaded through e-procurement portal after scanning in pdf format in the Tender Document – Technical Bid.
 2. The KoPT will also have all right to get the authenticity of the documents submitted by any bidder verified, if considered appropriate.
 3. The price bids of those firms who do not meet the eligibility criteria will not be opened.
 4. The tenderer may submit either Notarised or Self attested copies of the documents. In case of self attested documents, the tenderer may be required to produce the original documents for verification before awarding of work at the option of KoPT.
- 3.3 Even though the bidders meet the minimum qualifying criteria, they are subject to be disqualified if they have:
- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.,

B. BIDDING DOCUMENTS & PROCESSING OF TENDER:

4. Content of Bidding Documents and preparation of bids
- 4.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 6:

Volume I – (Technical Bid)

Contents

- Section-1 : Tender Particulars
- Section-2 : Scope of Work
- Section-3 : Special Conditions of the Tender
- Section-4 : Forms and Formats

Volume – II (Price Bid)

Sl.No	Contents
1.	Price bid

- 4.2 Any indication of “Quoted price” in the technical bid, shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final. The hard copy shall be used only for reference purpose. Any documents submitted in hard copy but not uploaded on the e-procurement portal shall be treated as irreverent.
- 4.3 The Price bid shall be read in conjunction with all other sections of bidding document. The Price bid shall be submitted on-line, shall be signed digitally by a person or persons duly authorized to sign on behalf of bidders and should consist of all the works mentioned in the scope of works.
- 4.4 The price shall be quoted as a percentage of Duty Scrips utilised by KoPT against eligible Customs/Excise duty liability. The decimals in the percentage quoted shall not exceed two digits.
- 4.5 The rate quoted by the bidder shall be firm and fixed for the completion period of the work, inclusive of all taxes and duties excluding Service Tax / GST as applicable.
6. **Amendment of Bidding Documents**
- 6.1 At any time, prior to the last date for submission of tenders, KoPT reserves the right to amend and modify the tender document. The amendments so carried out shall be displayed on KoPT website.
- 6.2 The amendment so carried out shall form part of the tender and shall be binding upon the Tenderers. KoPT may at their discretion, extend the last date for submission of the tender, to enable the Tenderers to have reasonable time to submit their tender after taking into consideration such amendments.
7. **Bid Validity:**
- 7.1 Bids shall remain valid for a period not less than 90 days after the deadline date for bid submission specified in Clause 11. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 7.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders’ responses shall be made in writing or through email. A bidder agreeing to the request will not be permitted to modify his bid.
8. **Bid Security (Earnest Money Deposit – EMD)**
- 8.1. The bidder shall have to pay the Earnest Money Deposit of Rs. 1,00,000/- (Rupees One lac only).

- 8.2 In the event of Tenderer withdrawing his tender before the expiry of tender validity period of 90 days from the date of opening of technical bid, the tender submitted by the tenderer shall be cancelled and EMD shall be forfeited.
- 8.3 The Earnest Money Deposit of unsuccessful Tenderers shall be returned on award of assignment to the successful Tenderer. No interest shall be payable on the amount of E.M.D in any case. The Earnest Money Deposit of the successful Tenderer shall be refunded only on receipt of Security Deposit as stipulated in the tender.
- 8.4 KoPT reserves the right to forfeit the Earnest Money Deposit in respect of successful Tenderer, if he fails to furnish the Security Deposit within 21 days from the date of receipt of Work order.

9. **Alternative Proposals by Bidders**

Conditional offer or Alternative offers will not be considered further in the process of tender evaluation.

10. **SUBMISSION OF BIDS**

- 10.1 Tender document including quoted bid price have to be submitted online only before deadline for online submission of bid.

For evaluation purpose the uploaded offer documents will be treated as authentic and final. Any documents submitted in the form of hard copy except DD instrument, Bank Guarantee, Power of attorney shall be treated as irrelevant.

11. **Deadline for online Submission of Bids**

- 11.1 The completed bid shall be submitted in the electronic form by **1500 Hrs. on 03.03.2017** only through e-procurement portal and shall be opened at 1530 hrs of the same day.

- 11.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 6, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

- 11.3 For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose. The bid submitted through e-procurement mode only will be taken up for the purpose for evaluation.

The uploaded Port Tender Document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted/uploaded by the tenderer, the conditions mentioned in the port's uploaded document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

12. **Bid Opening and Evaluation**

12.1 **Bid Opening**

12.1 On the due date and time as specified in Clause 11.1, the Employer will first open Technical bids of all bids received online within the stipulated date and time in presence of the Bidders or their representatives who choose to attend. In the event of specified date for bid opening declared as holiday by the Employer, the bid will be opened at the appointed time and location on the next working day.

12.2 The date and time of opening of price bid (cover-II) shall be intimated to the qualified tenderers based on the evaluation of the technical bid. The price bid (cover-II) of such eligible tenderers shall be opened on the specified date and time in the presence of the qualified tenderers or their authorized representatives.

13. **Process to be Confidential:**

Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.

14. **Clarification of Bids**

14.1 To assist in the examination and comparison Bids, the Employer may, at his discretion, ask any bidder for clarification of his Bid, the request for clarification and the response shall be in email or writing or by fax, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic / typing errors discovered while the evaluation of the Bids.

14.2 Subject to Sub-clause 14.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the online bid opening to the time the contract is awarded.

14.3 Any effort by the Bidder to influence the bid evaluation, bid comparison, or contract award decisions, may result in the rejection of his bid.

15. **Scrutiny and evaluation of the Tenders**

15.1 In the first instance, the documents submitted with the Technical Bid will be scrutinised to ascertain whether all documents as specified in the Checklist has been submitted. The tenderer who has not submitted the documents as per Checklist shall not be considered.

15.2 Thereafter, the technical bid will be scrutinized to ascertain whether the Tenderer fulfils the requirements as stipulated in the Minimum Eligibility Criteria Clause 3. The tenderer who do not fulfill the Minimum Eligibility Criteria shall not be considered for further evaluation.

15.3 After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award of Contract shall be confidential. Any efforts on part of any Tenderer to influence the Port Trust in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of Contract may result in rejection of the Tenderer's bid.

15.4 To assess the scrutiny, evaluation and comparison of tenders, the KoPT may ask Tenderer individually for clarifications. Request for clarification and response thereto, shall be in writing or through e mail followed by post or through speed post. No change in Price or substance of the tender shall be sought, offered or permitted nor is the Tenderer permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.

16. Price Bid

17. COVER – II - PRICE BID

Price should be quoted in Online in e- procurement portal only. Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright. For evaluation purpose, the uploaded offer documents will be treated as authentic and final. The price bid submitted through e-procurement mode only will be taken up for the purpose for evaluation.

17. Evaluation of Price Bid

17.1 The price quoted by the bidder shall be kept firm during the contract period. All out of pocket expenses, all taxes, duties excluding Service tax / GST shall be included in the quoted price.

17.2 KoPT will evaluate and compare only those bids, which are technically qualified. The rate quoted by the qualified Tenderer shall be considered for the purpose of evaluation and comparison. The selection of the bidder will be based on the lowest rate quoted amongst the eligible bids.

18. Process to be confidential

Information related to the examination, clarification, evaluation and comparison of Bids and recommendations for award of contract shall not be disclosed to Bidder or other person not officially concerned with such process. Any effort by Bidder to influence KoPT's processing of Bid or award decisions may result in rejection of such Bidder's offer.

19. **KoPT's Right to accept or Reject any /all Bid.**

KoPT reserves the right to accept or reject any Bid in whole or part, to annul the bidding process or to reject all Bids with or without notice or reasons. Such decisions by KoPT shall bear no liability whatsoever consequent upon such decisions.

20. **Award of Contract**

The Bidder, whose Bid is accepted by KoPT shall be issued Work Order prior to expiry of Bid validity. Bidder shall confirm acceptance of the same. KoPT shall not be obliged to furnish any information/clarification/ explanation to the bidders as regards non- acceptance of their Bid.

SECTION-2

SCOPE OF THE WORK

1.00 Scope of Work:

Scope of Work of the Successful Bidder shall include but will not be limited to: -

- 1.1 Assisting KOLKATA PORT TRUST in understanding the scope & terms of diverse benefits envisaged under the policy and keeping KOLKATA PORT TRUST updated on relevant policies, laws, rules and Regulations from the beginning till the completion of scope of work.
- 1.2 Assisting KOLKATA PORT TRUST in getting the necessary registration (RCMC / Export House Certificate, etc.) with DGFT Authorities and ensure that Kolkata Port has complied with all formalities / procedures that are required for claiming the export benefits under FTP, including Revalidation of the registration and certificates, whenever required.
- 1.3 Payment of statutory and legal fees to all appropriate authorities as per the norms. The fees shall be remitted by KOLKATA PORT TRUST in favour of remitting authority either through NEFT/any other mode(s). The job of the Consultant shall be to facilitate KOLKATA PORT TRUST in preparation of required documents and guide on payment process.
- 1.4 Analyzing the nature of various services provided by KOLKATA PORT TRUST in order to determine the Services covered under SFIS.
- 1.5 Extending professional service in identifying eligible transactions and computation of the eligible benefit.
- 1.6 Collecting all required inputs, details and documents from KOLKATA PORT TRUST that are required for preparing the claim / application for availing Duty Scrip benefit under SFIS and examining the details / documents furnished by KoPT for its correctness and acceptance by DGFT authorities. Collection of all documents required from the Banks/Vendors of KOLKATA PORT TRUST for application under SFIS scheme, under prior intimation to KOLKATA PORT TRUST.
- 1.7 Preparation necessary forms & applications along with supporting documents.
- 1.8 Filing of Application under the scheme on behalf of KOLKATA PORT TRUST along with all the necessary Documentation in order to get the duty credit scrips for the FY 2013-14 & FY 2014-15 under FTP 2009-14 **on or before 31 March 2017.**
- 1.9 Continuous follow up of the application with DGFT authorities and attending to their queries as and when the need arises including co-ordinating with other Government authorities such as Central Excise, Customs, etc. wherever necessary, and obtaining Duty Scrip licenses for the eligible amount.

- 1.10 Registration of Duty Credit Scrip licenses at various locations wherever the scrips can be utilized.
- 1.11 Advising KOLKATA PORT TRUST on maximum availment of incentives and identifying transactions eligible for utilization of incentives available against SFIS scheme.
- 1.12 Assisting Kolkata Port Trust in complying the procedure / formalities in relation to utilization and discharge of Duty Scrips, including preparation and submission of necessary applications / documents to the concerned authorities.
- 1.13 Utilisation of Duty Credit Scrip shall mean amount actually by KoPT on account of savings from payment of Customs Duty, Excise Duty or any other taxes & duties against of Duty Credit Scrips.
- 1.14 Strict Adherence to Foreign Trade Policy and Procedures in respect of Application of SFIS scheme.
- 1.15 Any other activity not listed above but connected with the entire process of claiming the benefits by KOLKATA PORT TRUST. In general, render professional service from end to end starting with making the applications till the issuance, registration, utilization and discharge of duty credit scrips.

Note: The two Dock Systems of the Port namely Kolkata Dock System and Haldia Dock Complex maintain accounts separately and the same is merged at the year end to get the consolidated accounts of Kolkata Port Trust. The selected bidders shall have to get the details of the two Dock Systems separately from the Finance wing of the two Docks. The office of Kolkata Dock System is situated at Kolkata whereas that of Haldia Dock Complex is at Haldia, Purba Medinipur, West Bengal. For all matters related to Kolkata Dock System, the selected bidders will be required to contact the FA&CAO I/C at 15, Strand Road, Kolkata. The information related to Haldia Dock Complex shall be provided by the Tender Inviting Authority.

SECTION-3

SPECIAL CONDITIONS OF THE CONTRACT:

1. **PERIOD OF CONTRACT**

The contract shall remain valid until 31 March 2019.

However, in case the appropriate authority extends the existing time limit for utilisation of duty scrips, the contract shall stand extendable until expiry of such extended period of utilisation of scrips of 2013-14 and 2014-15 at the same rate, terms and conditions at the option of KoPT.

Further, even if after the full utilization of Duty Credit Scrip for the FY 2013-14 and FY 2014-15, any Query/demand notice/penalty Proceedings/Interest Proceedings arises from the Entitlement/Utilization of Duty Credit Scrips for the above mentioned years, then the successful bidder will be held responsible till such proceedings are dropped and will have to indemnify for loss, if any.

2. **SECURITY DEPOSIT**

- 2.1 The successful Tenderer will have to deposit a sum of Rs 5,00,000/- (Rupees Five Lakh only) towards Security Deposit within 15 days from the date of issue of work order. The Security Deposit can be paid by way Bank Draft/ Banker's Cheque drawn in favour of 'Kolkata Port Trust , Haldia Dock Complex' and payable at Kolkata/Haldia OR transfer of money to the following Account of KoPT through RTGS / NEFT.

Account Name : KOLKATA PORT TRUST HALDIA DOCK COMPLEX

Account No. : 1604050000064

Name of the Bank : United Bank of India

Branch : Haldia Dock Complex

Address : Jawahar Tower, Ground Floor, PO-Haldia Township,
West Bengal , PIN-721 607

IFSC code : UTBI0HDCF75

Note:

In case of transfer of the Security Deposit amount directly to the Bank Account mentioned above, the contractor shall give written intimation to the Tender Inviting Authority about the same with payment particulars like UTR Number and date of Payment.

- 2.2 Alternatively, the Security Deposit can also be furnished in the form of Bank Guarantee as per Annexure-VI of any Kolkata/Haldia Branch of any Scheduled Bank encashable in Kolkata/Haldia, which should be kept valid till 31 March 2019, towards satisfactory performance of the contract.

- 2.3 The Security Deposit shall be refunded after 31 March 2019 subject to recovery if any. However, in case of extension of the contract as per clause-1 above, the Security Deposit shall be refunded after expiry of the extension period. However, In case the Appropriate Authority raises any dispute on the availment and utilisation of the Scrips during the said period, the Security Deposit shall be retained till the issues are settled and the Bank Guarantee shall have to be extended accordingly.
- 2.4 In case of termination of the contract due to any failure of the contractor, the Security Deposit shall stand forfeited, either wholly or partly and the contractor(s) shall have no claim whatsoever against the KoPT in consequence of such termination of the contract.
- 2.5 In the event the contractor(s) gives up the work before expiry of the contract including extension periods if opted for by the KoPT, or is unable to service the contract for whatever reason, the Security Deposit shall stand forfeited.
- 2.6 No interest and/or any other charge relating to maintaining the Security Deposit shall be payable by KoPT.
- 2.7 The KoPT shall also be entitled to make recoveries from the contractor's bills, Security Deposit or from any other amount due to him, against any over payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- 2.8 The Security Deposit paid by the contractor towards satisfactory performance of the contract shall, subject to necessary deductions, if any, be returned to him after expiry of six months of full utilisation of the duty scrips unless the appropriate Authority raises any disputes on availment and utilisation of the scrips. In case of

3. **RATES & PAYMENT TERMS**

- 3.1 The Rate for the services to be rendered (Service Charge) needs to be quoted in Percentage terms of the value of the Scrips utilized. The rates should be quoted inclusive of all taxes and duties excluding Service tax/GST. The Rates quoted shall be inclusive of all out of Pocket/travelling/Miscellaneous expenses incurred by the Successful bidder for rendering services.
- 3.2 Utilisation of Duty Credit Scrip shall mean amount actually utilised by KoPT on account of savings from payment of Customs Duty, Excise Duty or any other taxes & duties against of Duty Credit Scrips.
- 3.3 100% Payment under the contract shall be payable as and when the Duty Credit Scrips are utilized. The Contractor shall submit the bills as and when the Scrips are utilized for the value of the scrips actually utilised. Separate bills are to be raised every time the Scrips are utilized against Custom duty/Excise Duty liability or any other Taxes/Duties. The payment shall be made within 30 (Thirty) days from the date of receipt of bills complete in all respects. Tax Deduction at Source (TDS) shall be done from the payments made as per law time being in force.
- 3.4 The Contractor shall note that any dispute regarding payment must be raised within 90 days from the date of settlement of relevant bills failing which the same will not be entertained.

- 3.5 All payments related to this subject work would be made through electronic mode only (RTGS/NEFT). The bidder would be required to provide the particulars of their bank account along with their bid in the Form-1 Organisation details.
- 3.6 The bidders shall ensure correctness of the Bank particulars furnished and KoPT shall not be responsible for any error in the particulars furnished by the tenderer. In the event of change in bank account during the pendency of the order, it is the responsibility of the bidder to advise KoPT of the changes under the signature of an authorized person in their letterhead and seek an amendment to the AOC if required. Failure on the part of the bidder to communicate changes in bank account details or delay in receipt of communications or non-updation of bank account details may result in payments being made to an unrelated account for which KoPT will not be responsible.

4.0 **RISK PURCHASE CLAUSE**

If any time during the currency of the contract it is found that –

- the services are not arranged in time, or
- the services rendered by the Contractor are found unsatisfactory,

KoPT will be at liberty to obtain the services from any alternative sources at the risk and cost of the Contractor.

5.0. **PENALTY CLAUSE:**

In addition to the rights as per contract, the KoPT has the right to take the following actions against the contractor, without prejudice to any of its rights, including the right to claim damages, if in case:

(I) **Involved in wrongful billing**

- (i) To issue a warning letter for first contravention and recover the excess amount billed.
- (ii) On second contravention, to recover the excess amount billed and impose additional penalty of a sum of money to the extent of wrongful billed amount.
- (iii) On the next occasion of such wrongful billing, may even terminate the contract forthwith and forfeit the Security Deposit Amount.

- (II) In case of failure of the contractor to provide the services as per the contract and consequent loss of duty credit by KoPT; the Security Deposit shall be forfeited and the contractor shall be debarred /de-listed from participating in any tender of KoPT for period as decided by KoPT.

6.0 **TERMINATION OF CONTRACT**

If the Contractor does not perform the Contractual obligations satisfactorily, as per the scope of work within stipulated time frame, the Contract is liable to be terminated after issue of notice of 30 (Thirty) days to the Contractor and the Security deposit will be forfeited.

7.0. **EXIT CLAUSE**

The KoPT at its sole discretion can terminate the contract without assigning any reasons whatsoever by giving THIRTY (30) days notice to the Contractor.

8.0. **ARBITRATION**

Any dispute or difference whatsoever arising between the Parties out of or in relation to the construction, interpretation, application, meaning, scope, operation, performance or effect of this tender/ contract or the validity or breach thereof, there shall first be an attempt to mutually settle the same amicably. If however, the said settlement is not possible within a period of 30 days from the date of notice then such dispute shall thereafter be referred to a Sole Arbitrator, to be appointed/ nominated by the KoPT.

The arbitration shall be governed by The Arbitration and Conciliation (Amendment) Act, 2015. The Award of the Arbitrator shall be final and binding upon both the parties. The venue of the said Arbitration shall be at Kolkata/Haldia.

9.0. **JURISDICTION**

This agreement including all matters connected with this Tender/ contract shall be governed by the Indian Law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdictions of Indian Courts at Kolkata/Haldia.

10.0 **DEFINITIONS**

- A. The terms "KoPT" or "Port" or "Port Trust" or "Employer" wherever used shall mean "KOLKATA PORT TRUST".
- B. The term "TENDERER" or "BIDDER" shall mean and include the person, firm or a body corporate which is submitting its tender.
- C. The term "CONTRACTOR" or "CONSULTANT" shall mean and include the person, firm or a body corporate with whom the Contract or Consultancy assignment has been placed including their heirs, executors, administrators, successors and their permitted assigns.

11. **CONTRACT AGREEMENT:**

The successful bidder shall be required to execute at his own cost and expenses a "Contract Agreement" on a Non-Judicial Stamp paper valued at INR 100.00 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 Annexure – VII.

12. **PRICE BID FORMAT:**

[UNPRICED FORMAT- PRICE NOT TO BE QUOTED HERE]

PRICE BID

Price Offer to be filled in by the Consultant for Application under SFIS Scheme and subsequent utilization of Duty Credit Scrips.

Sl. No.	PARTICULARS	SERVICE CHARGE [TO QUOTE IN PERCENTAGE TERMS WITH TWO DECIMALS]
1)	SERVICE CHARGE FOR APPLICATION FOR OBTAINING DUTY CREDIT SCRIP UNDER SFIS SCHEME AND SUBSEQUENT UTILIZATION AND DISCHARGE OF DUTY CREDIT SCRIPS FOR THE YEARS 2013-14 AND 2014-15 AS PER THE SCOPE OF WORK AND TERMS AND CONDITIONS OF THE TENDER	% of the Value of Scrips Utilized against Custom duty/Excise Duty/Service Tax Liability etc.

Note:

1. Rate quoted should be all-inclusive but excluding Service Tax applicable cess thereon.
2. **Service Tax and applicable cesss thereon shall be payable extra as per law time being in force and should not be included in the quoted rate.**

SECTION-4

FORMS AND FORMATS

ANNEXURE-I

DECLARATION BY THE BIDDER

1. I / We have carefully examined and fully understood the General Instructions to Bidders, the terms and Conditions of the Contract, Scope of Work, Compensation, Period of Contract etc. and all other related documents and clauses in connection with this tender.
2. I / We accept all the terms & conditions of the Tender Document (Finance/2/2017/01).
3. I / We have deposited requisite Earnest Money for the tender.
4. I / We have submitted copies of the required documents as mentioned in the Tender Document.
5. I/We declare that I/We have not been banned or delisted by any Government or Quasi-Government Agency or PSU in India.
6. My local office and Registered office (if any) addresses and contact details are –

Address	Telephone	Fax	E-Mail Address

Date:

Signature of the bidder with office seal

Witness:-

Sl. No.	Name	Address	Signature
1			
2			

FORMAT OF PROFILE OF THE BIDDER

1. (a) Name of the Bidder:
(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office(s), if any in India:
(d) Date of incorporation and commencement of business:
(e) PAN-
(f) Service Tax Code No--
(f) Constitution of the Bidder-
[i.e whether a Limited Company/Partnership Firm etc]
2. Address of the Office at Kolkata-
3. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in connection with implementation of the tender.
4. Details of individual(s) of the tenderer who will serve as the point of contact/ communication with KoPT.
 - (a) Name :
 - (b) Designation :
 - (d) Address :
 - (e) Telephone Number :
(Land & Mobile)
 - (f) E-Mail Address :
 - (g) Fax Number :
5. Details of Authorized Signatory of the Tenderer:
 - Name :
 - Designation :
 - Address :
 - Telephone No. :
(Land & Mobile)
 - Email Address :
 - Fax No. :

.....
Signature of Bidder / Power of Attorney Holder

Name:

Designation:

Date :

Seal :

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 :-

ANNEXURE- IV

**Affidavit Format in case the Bidder is not covered under Provident Fund Act or
Exempted on Rs 10/- (Rupees Ten) Non Judicial Stamp Paper**

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT

Affidavit

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

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 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:

ANNEXURE- V

**Affidavit Format in case the Bidder is not covered under ESI Act or exempted
On Rs 10/- (Rupees Ten) Non-judicial Stamp Paper**

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT

Affidavit

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

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 Employees' State Insurance (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 vide 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:

ANNEXURE- VI

Draft Proforma of Bank Guarantee (Performance Bond) in lieu of cash Security Deposit, to be issued by the Kolkata / Haldia Branch of any Scheduled Bank of India on Non-Judicial Stamp Paper of not less than Rs 100.00

To

The Board of Trustees

for the Port of Kolkata

BANK GUARANTEE NO DATE

.....

Name of Issuing Bank

.....

Name of Branch

.....

Address

.....

In consideration of the Board of Trustees of the Port of Kolkata, a body corporate-duly constituted under the Major Port Trusts Act, 1963 (Act 38 of 1963), having agreed to exempt Shri / Messrs, a Proprietary / Partnership / Limited / Registered Company, having its Registered Office at (hereinafter referred to as "The Contractor") from cash payment of Security Deposit / payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for (write the name of the work as per Work Order) in terms of the Work Order No. dated (hereinafter referred to as "the said contract"), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs.Rupees),

we, Branch, Kolkata / Haldia, do, on the advice of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs.

..... (Rupees

.....) . We,

..... Branch, Kolkata

..... / Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We,

..... Branch, Kolkata

..... / Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque

drawn in favour of "Kolkata Port Trust", without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us,

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

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

3. We,
Branch, Kolkata / Haldia, further agree that the
Bank Guarantee herein contained shall remain in full force and effect, during the period
that is taken for the due performance of the said contract by the contractor and that it
shall continue to be enforceable till all the dues of the Trustees under and / or by virtue
of the terms and conditions of the said contract have been fully paid and its claim
satisfied and/or discharged in full and/or till the Trustees certify that the terms and
conditions of the said contract have been fully and properly observed/ fulfilled by the
contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject
however, that this guarantee shall remain valid upto and inclusive of
day of 20 and subject all so that the provision that
the Trustees shall have no right to demand payment against this guarantee after the
expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto
..... or any extension thereof made by us
..... Branch, Kolkata
..... / Haldia, in further extending the said validity
period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as
required/determined by the Trustees, only on a written request by the Trustees to the
contractor for such extension of validity of this Bank Guarantee.

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

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

SIGNATURE

NAME

DESIGNATION

(Duly constituted attorney for and on behalf of)

BANK

BRANCH

KOLKATA / HALDIA

(OFFICIAL SEAL OF THE BANK)

ANNEXURE- VII

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF AGREEMENT

THIS AGREEMENT made this day of 20 between the Board of Trustees for the Port of Kolkata, 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/constructed, viz and have accepted a Tender / offer by the Contractor for the construction, 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;
 - b. Tender Particulars
 - c. Scope of Work
 - d. Special Conditions of the Tender
 - e. Forms and Formats submitted with the tender
 - f. Price Bid
 - g. 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 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 :-

ANNEXURE- VIII

To be submitted on a Rs 100/- (Rupees one hundred) Non-judicial Stamp Paper
Indemnity Bond

BY THIS BOND I, Shri/Smt. -----, son/daughter of Shri/Smt. -----
-----, residing at -----
---, by occupation -----, the Partner/Proprietor/Director of the Firm -----
-----, having it's office at-----, am a tenderer under Kolkata
Port Trust (A Statutory Body under the MPT Act, 1993).

2. WHEREAS , the said Kolkata Port Trust had asked every Tenderer, who is not covered under Employees' State Insurance (E.S.I.) Act exempted to furnish an Indemnity Bond in favour of Kolkata Port trust against all damages and accidents to the labourer of the 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 Tender No.----- dated-----
-----.

4. AND the Contractor hereunder agrees to indemnify and all times keep indemnified the Kolkata Port Trust and its administrator and representatives and also all such possible claim or demand for damages and accidents.

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

FORMAT OF FINANCIAL CAPABILITY**TURNOVER OF THE FIRM**

(FINANCIAL CAPABILITY) (A) Average Annual

Turnover of the Bidder

Turnover (Rs. in lakhs)			
2013-14	2014-15	2015-16	Average

Instructions:

The Bidder shall provide audited Annual Reports for the last three years (Balance sheet, Profit and Loss statements, auditors reports (in case of companies / corporation) etc. to be issued by CA for the company) as required under this Bid Document.

Annual turnover of the bidder shall be submitted duly verified by Chartered Accountant or Competent Authority.

Signature

Signature of Bidder / Power of Attorney Holder :

Name:

Designation:

Date :

Seal :

CERTIFIED BY

Name of Chartered Accountant Firm :

Registration No. & other details :

Name of the Signatory :

Signature :

Designation :

Date :

Seal :

KOLKATA PORT TRUST

TENDER FOR APPOINTMENT OF CONSULTANTS FOR PROVIDING CONSULTANCY SERVICES FOR AVAILING DUTY CREDIT SCIP BENEFIT UNDER UNDER FOREIGN TRADE POLICY (2009-14) FOR THE FINANCIAL YEARS 2013-14 AND 2014-15

EXPERIENCE

WORK EXPERIENCE (as per the minimum eligibility criteria)

Tenderer shall furnish Details of "eligibility works experience" as per Clause 3.2 of section-I of Minimum Qualification Criteria (MQC) of Instruction to Bidders and certificates in the following format (Client Certificates/work completion certificates or any other documentary evidences with respect to the eligibility work)

ELIGIBLE ASSIGNMENT DETAILS

I LIST OF COMPLETED ASSIGNMENTS DURING THE LAST 5 YEARS AS ON 31.12.2016

Assignment Number:

Description	Bidder to fill up the details here
Name and Address of the Client	
Turnover of the Client in the year of award of the assignment (Rs in Crore) :	
Title of the Eligible Assignment	
Period of assignment	
Stipulated date of completion	
Date of completion of the Eligible Assignment	
Actual value of Fee	
Reference No. of the enclosed work order/agreement/ Documentary Evidence for Eligible assignment	

Completion Certificate/work order/agreement/ Documentary Evidence for having successfully completed the Eligible assignment	
Name, telephone no, fax no and email address of the client's representative	
Description and Scope of Work	
Value of Duty Scrip Benefits Utilised	

Signature

Signature of Bidder / Power of Attorney Holder :

Name:

Designation:

Date :

Seal :

CERTIFIED BY

Name of Chartered Accountant Firm :

Registration No. & other details :

Name of the Signatory :

Signature :

Designation :

Date :

Seal :

II LIST OF CURRENT ASSIGNMENTS AS ON 31.12.2016

Assignment Number:

Description	Bidder to fill up the details here
Name and Address of the Client	
Status of the client	Port / PSU / Listed Company / Others
Turnover of the client during 2015-16 (Rs. in crores)	
Title of the Eligible Assignment	
Period of assignment	
Stipulated date of completion	
Actual value of Fee	
Reference No. of the enclosed work order/agreement/ Documentary Evidence for Eligible assignment	
Name, telephone no, fax no and email address of the client's representative	
Description and Scope of Work	
Value of Duty Scrip Benefits Utilised	

Signature

Signature of Bidder / Power of Attorney Holder :

Name:

Designation:

Date :

Seal :

CERTIFIED BY

Name of Chartered Accountant Firm :

Registration No. & other details :

Name of the Signatory :

Signature :

Designation :

Date :

Seal :

Instructions:

- i) Bidders are expected to provide information in respect of Eligible Assignments in this Section. The assignments cited must comply with the criteria specified Clause 3.2 of section-I Minimum qualification of the Instructions to Bidders”.
- ii) A separate sheet should be filled for each of the eligible assignments.
- iii) The details are to be certified by a practicing Chartered Accountant. Additionally, the copies of the certificate from the clients is to be submitted as supporting document.
- iv) The works indicated in this Form-III will be only being considered for evaluation. Mere submission of work completion certificate will not be considered as Eligible Assignments
- v) KoPT reserve the right to verify the information furnished in the above forms.