

KOLKATA PORT TRUST

E-TENDER NOTICE

TENDER Ref. NO. Mrn/HMP/38/6/316 dated 25.10.2016

Kolkata Port Trust intends to engage a contractor for removal of one sunken Water Barge at Berth No. 11 in KPD.

Estimated value of the tender is Rs.30,00,000/- (Rupees Thirty lakhs only)

SCHEDULE OF TENDER (SOT)

A. Name of work	Removal of one sunken Water Barge at Berth No. 11 in KPD.
B. E-Tender No.	
C. Estimated cost	Rs.30,00,000/- (Rupees Thirty lakhs only)
D. Period of Contract	One monh
E. Mode of Tender	e-Procurement System (Online Part I – Techno-Commercial Bid and Part II – Price Bid through www.mstecommerce.com/eproochome/ of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Kolkata Port Trust.
F. Reference tender No.	MRN/HMP/38/6/316
G. Date of NIT available to parties to download.	From 07.11.2016
H. Off line Pre-Bid Meeting date and time	At 1200 hours on 10.11.2016 at Harbour Master (Port)'s Office, "Subhas Bhavan", 40, C.G.R. Road, Kolkata – 700043.
I. i) Earnest Money Deposit.	The bidders shall be required to deposit Rs.60,000/- (Rupees Sixty thousand only) as 'Earnest Money Deposit' (EMD) payable to Kolkata Port Trust as per tender stipulation.

ii) Bid Document fee / Tender Fee.	The intending bidders also should submit the tender cost of Rs. 1,000/- (Rupees One Thousand only) to Kolkata Port Trust separately as per tender stipulation.
iii) Transaction Fee	Rs.1,725/- (Rupees One thousand Seven Hundred Twenty-five only) (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-A)
J. a) Last date of submission of EMD & Bid Document Fee to KoPT.	Up to 1300 hrs on 29.11.2016.
b) Last date of submission 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.
K. Date of starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprohome/	From 07.11.2016 at 1200 hrs.
L. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	Up to 1400 hours on 29.11.2016. The last date of submission of tender will not be extended under any circumstance.
M. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) date of opening of Part II i.e. price bid shall be informed separately.	On 29.11.2016 after 1500 hours.

Annexure-A

Important instructions of E-tendering

This is an e-procurement event of Kolkata Port Trust, the e-tender service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700020.

You are requested to read the terms and conditions of this tender before submitting your online tender. Tenderers 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 ONLINE AT www.mstcecommerce.com/eprochome/</p> <ol style="list-style-type: none">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.Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. <p>In case of any clarification, please contact KoPT/MSTC, (at least one working day before the scheduled time of the e-tender).</p> <p>Contact person (KoPT):</p> <ol style="list-style-type: none">Dealing Officer's name: Ashfaque Ahmed Designation: Harbour Master (Port) Phone No.: 9836298637 e-mail: hmp@kopt.in <p>Contact person (MSTC Ltd):</p> <table><tbody><tr><td>1. Mr. Arindam Bhattacharjee Deputy Manager (E-commerce) Mobile No. 09330102643 Email-arindam@mstcindia.co.in Landline: 03322901004</td><td>2) Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Email: smukherjee@mstcindia.co.in Mobile No. 07278030407</td></tr></tbody></table>	1. Mr. Arindam Bhattacharjee Deputy Manager (E-commerce) Mobile No. 09330102643 Email-arindam@mstcindia.co.in Landline: 03322901004	2) Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Email: smukherjee@mstcindia.co.in Mobile No. 07278030407
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	<p>B) System Requirement:</p> <ul style="list-style-type: none"> i) Windows 98 / XP-SP3 & above /Windows 7 Operating System / Windows 8 / updated version. ii) IE-7 and above internet browser. iii) Signing type digital signature iv) JRE 7 update 9 and above software to be downloaded and installed in the system. <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 KoPT. 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 Account details : Axis Bank A/c. No. 005010200057840 IFSC Code No. : UTIB0000005.</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: Fax No. 033 – 22831002</p> <p>Email ids: sanjibpoddar@mstcindia.co.in. arindam@mstcindia.co.in.</p>

	<p>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 non-refundable.</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.	<p>In case of failure to access the payment towards cost of tender document & EMD for any reason, the vender, in term will not have the access to on line e-tender and no correspondence in this respect will be entertained and KoPT will not be responsible for any such lapses on this account.</p> <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 finalisation of tender by KoPT. Hence the bidders are required to ensure that their corporate email ID 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.	<p>i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.</p> <p>ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer(s) who have downloaded the documents from website. 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 NIT.</p>
9.	<p>Bidding in e-tender.</p> <p>a. Bidder(s) need to submit necessary EMD, tender fees (Cost of Tender Document) 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 KoPT.</p> <p>b. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p>

	<p>c. 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> <p>d. The bidder should allow to run an application namely en Apple 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> <p>e. 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 and price bid has been saved, the bidder can click on the “Submit” button to register their bid.</p> <p>NOTE: The Techno-Commercial Bid and price bid cannot be raised once the submit button has been clicked by the bidder.</p> <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.</p> <p>b. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>c. The e-tender floor shall remain open from the pre-announced date and time and for as much duration as mentioned above.</p> <p>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 / CONTRACTOR.</p> <p>e. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>f. KoPT reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>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 and conditions for the tender.</p> <p>h. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be</p>
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	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 for the tender.
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.	KoPT has the right to cancel this e-tender without assigning any reasons 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/mstc 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.	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.
21.	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) certificate has to be submitted along with the bid.
22.	Due date of submission of Tender will not be extended under any situation.

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

BID DOCUMENT FOR THE TENDER

OF

Removal of one sunken Water Barge at Berth No. 11 in KPD.

BY

KOLKATA PORT TRUST

TENDER NO. MRN/HMP/38/6/316

DATED 25.10.2016

Tendering Authority:

Harbour Master (Port)

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

Telephone / FAX No. 033-2439-1730.

Email : hmp@kopt.in / hmp@kolkataporttrust.gov.in

Website : www.kolkataporttrust.gov.in

1.0 Notice Inviting E-Tender

Sealed tenders are invited for the above work from reputed, bonafide firms who meet the following pre-qualification criteria:-

- 1.1 The firm must have experienced in salvaging / removal of underwater objects. Performance certificate and work order / agreement obtained from previous clients to be produced to establish the credibility.
- 1.2 The firm must have experience of having successfully completed similar jobs during the last 7 years up to March, 2016 which should be in the following manner:-
 - 1.2.1 3 (three) similar completed works costing not less than Rs.12 lakhs each;
Or
 - 1.2.2 2 (two) similar completed works costing not less than Rs.15 lakhs each;
Or
 - 1.2.3 1 (one) similar completed work costing not less than Rs. 24 Lakhs.
- 1.3 The average annual financial turnover of the firm during the last 3 years ending March 2016 should be at least Rs. 9 Lakhs.
- 1.4 The firm must have the capability of salvaging and removal of underwater objects.
- 1.5 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. 2013-14, 2014-15, 2015-16), Master Roll, Current P.F. statement, E.S.I. Registration or documents specified here in. The firm should also submit documents/statements in support of compliance of Minimum Wages Act.

2.0 Tender Authority : Harbour Master (Port), Kolkata Port Trust
"Subhas Bhavan", 40, C.G.R. Road,
Kolkata – 700 043
Telephone / FAX No. 033-2439-1730,
Email : hmp@kopt.in / hmp@kolkataporttrust.gov.in
Website : www.kolkataporttrust.gov.in

3.0 Schedule of tender:

Pre –Bid meeting	At 1200 hrs. on 10.11.2016
Last date and time of receipt of e-tender	Up to 1400 hrs. 29.11.2016
Period of contract	One month

Cost of Tender Document	Rs.1,000/- (Rupees one thousand only)
Earnest money deposit	Rs.60,000/- (Rupees Sixty thousand only)
Due date and time of opening of tender	At 1500 hrs. on 29.11.2016

4.0 OTHER INSTRUCTIONS

- 4.1 Online application should be uploaded within the specified date and time of submission after which no application will be accepted. Kolkata Port Trust will not be responsible in any way for any delay.
- 4.2 Mere issuance of tender documents will not mean that a particular Bidder will be automatically consider qualified and their bid will be entertained. Such qualification will be reviewed at the time of evaluation of bids.
- 4.3 In case there is an unscheduled Holiday / Bandh / Strike on prescribed last date of submission, the next working date will be treated as the scheduled prescribed day for the same.
- 4.4 The tender paper can be downloaded from KoPT website – www.kolkataporttrust.gov.in and Central Public Procurement Portal – <http://eprocure.gov.in> and also from the website www.mstcecommerce.com/eprochome/mstc of MSTC Ltd. Parties downloading the tender paper from website should ensure submission of the receipt from Treasurer, KoPT or original Bank Draft / Banker's Cheque payable to "Kolkata Port Trust" for an amount of Rs.1,000/- being the cost of tender document, failing which the tender will not be considered.
- 4.5 Kolkata Port Trust reserves the right to reject all the tenders or to accept any tender in whole or in part without assigning any reason therefore.
- 4.6 While evaluating tenders, regard would be paid to National Defence and Security consideration.
- 4.7 Further amendments, if any, would also appear in the same websites.

5.0 MODE OF SUBMISSION OF BID

- 5.1 The tenders are to be submitted in two parts i.e. Part-I & Part-II , in duplicate.

Part-I should constitute the Technical Bid and terms and conditions of offer and Part-II should constitute only the Price Bid without any deviation and condition. Two

separate covers i.e. Part- I & Part-II are to be put in a main cover duly super scribed. Both the covers in the main cover should also be super scribed.

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

- 5.1.1 Brief particulars of the Firm.
- 5.1.2 Current Trade License, Sales Tax Clearance Certificate / VAT Clearance Certificate, if applicable and Audited Balance Sheet for last 3 (three) years i.e. 2013-14, 2014-15, 2015-16. Authentic documents related to Registration under Service Tax Authority & ESI authority, PF Statement and document related to compliance of Minimum Wages Act.
- 5.1.3 Details of Similar Works previously carried out by the firm with value of each work.
- 5.1.4 Performance Certificate of similar previous works carried out.
- 5.1.5 The bidder should furnish the details of ESI Registration. In case the firm is not covered under ESI Act, or exempted, they would furnish necessary documents along with an affidavit in original affirmed before a first Class Judicial Magistrate in a non judicial stamp paper worth Rs 10/- to that effect as per enclosed KoPT approved format In addition to that the bidder must indemnify KoPT against all damages and accident occurring to their labour in a non-judicial stamp paper worth Rs. 50/- as per enclosed format.
- 5.1.6 Original Bank Draft / Bankers Cheque / Pay order payable to “Kolkata Port Trust” for Earnest Money Deposit of Rs.60,000/- (Rupees Sixty thousand only) in a separate cover super scribed (Earnest Money deposit).
- 5.1.7 A detailed deployment planning for the Tendered “Scope of Work “.
- 5.1.8 A separate letter addressing to Harbour Master (Port), confirming that the bidder has accepted all terms and conditions laid down in the Bid document should be enclosed.
- 5.1.9 A declaration confirming that the firm has not been blacklisted by any PSU.
- 5.1.10 Details of supervision and Liaison set up planned to be used for supervision and co-ordination of the work.
- 5.1.11 Photo copy of Pan Card and details of ECS like (i) Name of the Bank (ii) address (iii) Account No., IFS Code, RTGS No. etc. to be submitted.
- 5.1.12 Signed and stamped blank copy of Price Bid format.
- 5.1.13 Letter of authority, if any.

- 5.1.14 Filled up “Form of Tender” as per enclosed proforma.
- 5.1.15 Any additional information /deviation furnished by the Bidder.
- 5.1.16 Photo copy of General Conditions of Contract duly signed and stamped on each page.
- 5.1.17 One Bid document duly stamped and signed on each page.
- 5.2 **Part-II (Price Bid) shall be submitted as per the enclosed format without any condition or deviation.**

6.0 INSTRUCTION TO BIDDERS

Bidders are advised to submit quotation based upon Technical specification, terms and conditions, Scope of Work contained in the Bid documents and General Conditions of Contract (the GCC may be downloaded from the KoPT website - www.kolkataporttrust.gov.in, Home page-Rules & Regulations-Non Service Regulations) and not to stipulate any deviation. Should it, however, become unavoidable, deviations should be suggested during pre bid meeting. KoPT reserves the right to accept or reject the suggested deviations.

- 6.1 Tenders not accompanied with EMD in Original Bank Draft / Bankers Cheque / Pay order are liable for rejection.
- 6.2 The Bid Document issued to the Bidder is not transferable.
- 6.3 Bid Document shall remain the property of Kolkata Port Trust.
- 6.4 One Bid Document to be retained by the bidder.
- 6.5 Kolkata Port Trust will not be responsible for any cost or expenses incurred by the bidder in connection with the preparation and submission of his / her bid or for any other expenses in connection with such bidding.
- 6.6 The work is to be done as described in Bid-document. The bidder who needs clarification on any specific issue shall inform the Engineer of the contract in writing well in advance of the date of pre-bid discussion at the address given in the next clause.
- 6.7 If the bidders find any discrepancy or omission in the Bid-documents or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer of the contract, who may send the written explanation to the queries. No oral interpretations shall be made by any bidder as to the meaning, if any, of the provision

of the Bid-documents. Every request for an interpretation shall be in writing, addressed and forwarded to the Engineer of the contract at the following address:-

Harbour Master (Port), Kolkata Port Trust.

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

Phone / FAX No. 033-2439 1730

- 6.8 The bidders may please note that the Kolkata Port Trust will not entertain any correspondence or queries on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Kolkata Port Trust's offices for making such inquiries. Should Kolkata Port Trust find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by Kolkata Port Trust.
- 6.9 Canvassing in any form by the bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidders. Kolkata Port Trust may reject, accept or defer any bid without assigning any reason whatsoever

7.0 EARNEST MONEY DEPOSIT:

- 7.1 An amount of Rs. 60,000/- (Rupees Sixty thousand only) shall be submitted as Earnest Money Deposit by Demand Draft / Banker's Cheque / Pay Order, payable to “Kolkata Port Trust”.
- 7.2 Earnest money will be accepted only by Demand Draft / Banker's Cheque / Pay Order. Earnest Money of all bidders will be kept in safe custody. Only Earnest Money of L-1 bidder will be en-cashed and Earnest Money instruments of other bidders will be returned after opening of price bids without any interest.
- 7.3 Earnest Money Deposit of successful bidder will be returned without any interest after submission of Security Deposit. Earnest Money shall be forfeited, if any Bidder withdraws his / her offer within the validity period of the tender and/or alters / amends any terms and/or conditions and/or quoted rate(s), within the validity period of the offer, making it unacceptable to the KoPT. For the purpose of this provision, the validity period shall include any / all extension thereof agreed to by the bidder in writing. Kolkata Port Trust shall also be at liberty to deduct any of their dues from Earnest Money Deposit.

8.0 SECURITY DEPOSIT :

- 8.1 Successful bidder will submit Security Deposit for a sum of equivalent to 10% of the total contract value for 6 (Six) months of the tender as accepted by the KoPT in demand draft or in the form of Bank Guarantee as per the enclosed format in favour of 'Kolkata Port Trust' from a National/Scheduled Indian Bank having office at Kolkata

through Marine Department [Harbour Master (Port)]. The Security Deposit shall be valid till 6 months after successful completion of the contract. The Security Deposit will be released after 6 months of the successful completion of the job.

- 8.2 The Harbour Master (Port) 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.
- 8.3 Telex/Telegraphic offers 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 his / her decision to entrust the work (covered by the Bid document).

9.0 INSTRUCTION FOR FILLING THE BIDS

- 9.1 The bids can only be submitted in the name of the bidder in whose name the bid documents were issued by Kolkata Port Trust.
- 9.2 The Bid and any annotations or accompanying documentation shall be in English language only and in metric system.
- 9.3 Bidders shall sign their proposal and all attached documents with the exact name of the firm to whom the bid document has been issued. The bid shall be duly signed and sealed by an authorized Executive officer of the bidder's organization.
- 9.4 Each page of the submitted 'Bid document' shall be signed by a duly authorized officer and in case of a Corporation, same shall be sealed with the corporate seal or otherwise appropriately executed under seal .
- 9.5 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 / her ability to bind the bidder. The power of attorney or authorization or any other document constituting adequate 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.
- 9.6 The bid document shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be completed and free from ambiguity, change or inter lineation.
- 9.7 Bidders should indicate at the time of quoting against this bid their full postal and Telegraphic / Telex / e-mail address.

- 9.8 Bidders shall set their quotations in firm figure and without any qualifications. Each figure stated should also be repeated in words and in the event of any discrepancy between the amounts stated in figure and words, the amount quoted in words shall be deemed to be the correct amount.
- 9.9 Price Bids, containing any sort of qualifying expressions will be rejected.
- 9.10 Bidders shall submit along with their offer the Earnest money either in Banker's Cheque / Bank Draft payable to "Kolkata Port Trust" for Rs. 60,000/-(Rupees Sixty thousand only). The Earnest Money shall specially bind to keep his offer valid for acceptance up to 180 days from opening of Techno-commercial bid and to abide by all the conditions of Kolkata Port Trust's Bid Document.
- 9.11 Changes to terms and conditions as enumerated in the bid document will not be valid if not notified by Kolkata Port Trust in writing to the bidder. In the event of Kolkata Port Trust intends to or awards the work against the said bid to the said bidder, and the bidder fails to commence the work in stipulated time, the Earnest Money will be forfeited
- 9.12 Kolkata Port Trust reserves the right to ask any one of the bidder(s), who have submitted their price quotations to submit a break-up of the submitted price bid with adequate justification to establish for each of the component of the price bid. Bidders to 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, 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.
- 9.13 Harbour Master (Port) or his representative may convene meeting with the bidder with 7 days prior notice which the bidders will have to attend, failing which decisions of the Harbour Master (Port) taken unilaterally will be final and binding on the bidder.

10.0 PRICING OF THE BID

10.1 General :

The Bid shall be quoted in and as per format of Price Bid.

10.2 Currency of quotations :

The bidder shall indicate the prices in Indian Rupees only. The bidder shall not quote in any other currency other than Indian Rupees.

10.3 Validity of Price Bid:

The Part-II (Price Bid) shall be valid for acceptance for a minimum period of 180 (one hundred eighty) days from the date of opening of Part-I (Technical & Commercial aspects of Bid).

- 10.4 **Duties and Taxes** : The rate quoted by the bidders shall be inclusive of all Taxes and Duties except **Service Tax, Swachh Bharat Cess and Krishi Kalyan Cess**. However, Taxes and Duties presently applicable should be indicated separately both in percentage and amount including Service Tax and Swachh Bharat Cess. Any change(s) in Taxes and Duties during the period of contract shall be paid / recovered / adjusted. Service Tax, Swachh Bharat Cess and Krishi Kalyan Cess as applicable will be paid extra by KoPT at actual. Service Tax and Swachh Bharat Cess will not be considered for evaluation of tender. Service Tax, Swachh Bharat Cess and Krishi Kalyan Cess as applicable would also be imposed on all Deductions and Penalties on the contractor. However, as KoPT is not a Registered Body Corporate, it is not liable to pay Service Tax under “Reverse Charge” mechanism.

N.B : The information being provided in the Tender document do not relieve the Bidders from carrying out the works to suit the specified needs. The Bidder shall inspect the site and may conduct trials at their own cost and risk and use any and every other method to ensure the adequacy of their offer.

11.0 Interpretation of Terms

- 11.1 In the Contract and specifications the following works and expressions shall have the following meanings.
- 11.2 'THE TRUSTEES' - The expression “THE TRUSTEES' means the Board of Trustees of the Port of Kolkata.
- 11.3 “THE HARBOUR MASTER (PORT)” - The expression “The Harbour Master (Port)” means the office holding that post under the Trustees and includes his successors in office.
- 11.4 “THE ENGINEER” - The expression “The Engineer “ means the Harbour Master (Port), for the purpose of this contract only.
- 11.5 “THE ENGINEER'S REPRESENTATIVE”: The expression “The Representative” means any officer or person from time to time deputed by the Trustees or Harbour Master (Port) to act on their behalf for the purpose of this contract.
- 11.6 “DAY” - means duration of 24 hrs. commencing at 00.00 hours midnight till 2400 hours and includes Sundays and Holidays.

12.0 SCOPE OF WORK:

- 12.1 The sunken water barge needs to be salvaged from underwater and to be kept on shore at a place free from shipping and all other dock related operations.
- 12.2 Specification of the water barge :
- a) Barge is made of Iron
 - b) Length – 17.45 mtrs.
 - c) Breadh – 4.83 mtrs.
 - d) Depth – 2.31 mtrs.
 - e) Registered tonnage – 63 tonnes / 175 Cu. Mtrs.
 - f) Dead weight – 175 tonnes
- 12.3 Whole operation needs to be completed within one month.
- 12.4 Food and other facilities for the crew as per labour and marine laws shall be arranged by the contractor. All transportation costs towards men and material is the responsibility of the contractor.
- 12.5 Gate passes for men and material connected with this work would be provided free of cost.

13.0 Evaluation and comparison of bids.

- 13.1 Kolkata Port Trust reserves the right to accept price part of the offer (part-II) of only such bidders whose technical and commercial aspects of the proposals (part-I) are acceptable and complete. Kolkata Port Trust's decision in this regard shall be final and binding on the bidder. Kolkata port Trust may not open the price part of the offer (Part-II) of the bidders whose technical and commercial aspect of the proposal is not acceptable or incomplete.
- 13.2 Kolkata Port Trust also reserves the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders.
- 13.3 The Bids received and accepted will be evaluated by method indicated in the Price Bid. Clause 24.0

14.0 Bid Opening

14.1 Part-I: Technical and Commercial Aspects

One representative of each bidder will be allowed to be present during the opening of the bid provided such representative possesses a written authorization from the bidder.

14.2 Part-II (Price part of the offer)

Price Bid of only those Bidders, whose Technical and Commercial proposals are complete and acceptable, shall be opened on the scheduled date or a suitable date to be intimated later.

15.0 Signing of the Contract.

On placement of work order to the successful bidder, the bidder shall arrange for mobilisation of his men and equipments on immediate basis. The successful bidder will have to make arrangements for signing a formal agreement with Kolkata Port Trust on a non-judicial Stamp paper of Rs. 50/- as per enclosed format within seven days on placement of work order.

16.0 The General Conditions of Contract of KoPT shall be applicable wherever relevant.

17.0 Insurance:

17.1 The machinery and Third party liability.

17.2 All persons deployed by the contractor shall be insured by the contractor at his / her cost. KoPT shall not be responsible in any manner for any accident to the personnel engaged by the Contractor during the entire operation or otherwise.

18.0 Payment:

18.1 Payment shall be made to the contractor within 45 days of submission of relevant bills. Payment will be made only through ECS for which the Contractor must furnish the relevant bank details immediately after signing the contract.

19.0 Termination of contract

KoPT, at his sole discretion may terminate the contract after serving proper notice, if the performance of the contractor during the operation is not found satisfactory. The decision of KoPT about the performance will be final.

20.0 FORCE MAJEURE

In the event of either party being rendered unable to perform any obligation under the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure events last. The cost and loss sustained by either party shall be borne by respective parties. The term force majeure employed herein shall mean act of God, war (declared or not), riots, civil commotion, fire, accident, sabotage, natural calamities, plague, quarantine, import or export embargoes, restraints imposed by government or change in govt. policies subsequent to hire or any happening affecting the performance by

either party it's obligations under this charter which the party cannot reasonably prevent or control against.

- 21.0** The contractor should comply with contract labour (Regulation and Abolition) Act 1970 , including compliance of Employees State Insurance Act (if applicable), Workmen Compensation Act, Minimum Wages Act 1948 and Employees (contractor being the employer) Insurance and any other Laws enforce as on date.

22.0 Interpretation of Contract Documents, Disputes and Arbitration.

- 22.1 In all disputes , matters, claim demands or questions arising out Engineer's of or connected with the interpretation of the contract including decision the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works of after the completion and whether before or after the determination, abandonment or breach of the contract, the decision of the Engineer shall be final binding on all parties to the contract and shall forthwith be given effect to by the Contractor.
- 22.2 If the contractor is dissatisfied with any such decision of the Engineer / his representative, he shall within 15 days after receiving notice of such award/decision, requires that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.
- 22.3 If, however, the Contractor be still dissatisfied with the decision would require to give notice to the Chairman for arbitration, he shall, within 15 days after receiving notice of such decision, required that within 60 days from contractor's written notice, the Chairman shall refer the matter to an Arbitrator or the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission for arbitration within the meaning of Indian Arbitration Act, 1940 or any statutory modification thereof.
- 22.3.1 If, the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as sole Arbitrator and he shall proceed from the stage at which it was left by his predecessor.
- 22.3.2 The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.
- 22.3.3 The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, or any amendment thereof. The Arbitrator may, if found necessary enlarge the time for making and publishing the award, with the consent of the parties.

- 22.3.4 The venue of the arbitration shall be at Kolkata. Upon every or any such reference the cost of any incidental to the reference and award respectively shall be in the discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid.
- 22.3.5 The award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act with latest amendments thereof. Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reasons for the award.
- 22.3.6 The Arbitrator shall consider the claims of all the parties to the contract within only the parameters of scope and conditions of the contract in question.
- 22.3.7 Save as otherwise provided in the contract the provisions of the Arbitration Act, and rules made there under, for the time being in force, shall apply to the arbitration proceedings under this clause.
- 22.3.8 The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decision. The Engineer also shall not withhold any payment, which according to him, is due or payable to the contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.

23.0 List of enclosed formats

- 23.1 Format of Price Bid
- 23.2 Form of tender
- 23.3 Performance bond / Bang guarantee / Security Deposit
- 23.4 Format of Agreement
- 23.5 Format of affidavit for ESI exemption
- 23.6 Indemnity bond related to ESI

Annexure-C

24.0 FORMAT OF PRICE BID

PRICE NOT TO BE QUOTED HERE

BILL OF QUANTITY

Description of work	Nature of charge Amount in figure and words
The sunken water barge needs to be salvaged from underwater and to be kept on shore at a place free from shipping and all other dock related operations.	Lump-sum rate to be quoted

Total amount in words Rs.....

FORM OF TENDER

To
The Harbour Master (Port), Kolkata Port Trust,
“Subhas Bhavan”, 40, C.G.R. Road
Kolkata – 700 043

Dear Sir,

We, M/s.....having read and fully understood the specification conditions of tender and general conditions of contract hereby tender to remove one sunken water barge to the Trustees for the Port of Kolkata in accordance with and as set forth in Notice Inviting Tender, General Conditions of Contract etc.

The quotations have been submitted in Cover-I and Cover-II as stipulated in your Tender Notice. We also confirm that no condition has been stipulated in the price bid in cover-II.

We hereby agree that the said 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 have deposited with the Trustees' Financial Adviser & Chief Accounts Officer Rs..... vide Receipt No.....dated.....as Earnest Money, Photostat copy of which is attached. Original Banker's Cheque No...../ Bank Draft No..... / Pay Order No. from..... Bank is enclosed.

We also agree to abide by this tender for a period of 180 days from the closing date of this tender and in default of our so doing, the Earnest Money of Rs. 60,000/- deposited by us shall be liable to forfeiture at the option of the competent authority.

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

We agree that you are not bound to accept the lowest or any tender you may receive and that you reserve the right to accept any offer either as a whole or in parts and that you are not bound to give any reasons for their decision.

Yours faithfully,

Dated.....

Signature.....

Full Address

(Seal)

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

PROFORMA OF BANK GUARANTEE
(PERFORMANCE BOND)

(In lieu of Cash Security Deposit) To be issued by the Kolkata Branch, as the case may be of any scheduled Bank of India on Non-judicial Stamp Paper worth Rs.50/- or as decided by the Engineer/Legal Adviser of the Trustees)

To
The Board of Trustees
For the Port of Kolkata.

BANK GUARANTEE NO.....DATE.....
Name of Issuing Bank.....
Name of Branch.....
Address.....

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

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

3. WeBank.....Branch, 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 ofdays of.....20.. and subject also to the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calender months from the expiry of the aforesaid validity period up to.....or any extension thereof made by us.....Bank.....Branch, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

4. We.....Bank.....Branch, 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..... Bank.....Branch 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 of thing of whatsoever nature, which under the law relating to sureties would, but for this provision have effect of so relieving usBankBranch.

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

SIGNATURE.....

NAME.....

DESIGNATION.....

(Only constituted attorney for and on behalf of)

BANK.....

BRANCH..... (OFFICIAL SEAL OF THE BANK)

FORMAT OF AGREEMENT

(on Rs. 50/- STAMP PAPER)

AGREEMENT FOR REMOVAL OF ONE SUNKEN WATER BARGE AT KPD

This Agreement made on theday of20.. 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 registered office at..... hereinafter called the “*contractor*” (which expression shall unless excluded by or repugnant to the context be deemed to include its assigns or successors in office) on the other part.

WHEREAS the Trustees are desirous of engaging a contractor for removal of one sunken water barge including the work specified in the Bid document which should be carried out in satisfactory manner and that have accepted a tender by the contractor for the said work, NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. In this agreement words and expressions shall have the same meanings 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 and construed as part of the agreement, viz:-
 - a. The Tender / offer and the acceptance of the tender/offer including terms and conditions finalised and accepted by both parties prior to opening of price Bid submitted by the contractor.
 - b. The Trustees General Conditions of Contract, unless superseded by document identified in 2(a) above.
 - c. The Price Bid as submitted by the contractor and as accepted by the Trustees.
 - d. The work order.....dated.....
 - e. All correspondences and minutes of the meeting by which item 2(i) to 2(iv) 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 the Trustees to execute the

work of removal of one sunken water barge as per conditions & scope of work identified in documents noted in para-2 above and to the order of the Trustees from the date of work order in conformity in all respects with the provisions of the contract.

In witness whereof the parties have caused their respective Common Seals to be hereunto affixed the day and year first above written.

Signature.....

Name of the Contractor.....

Seal.....

Director, Marine Department.

SEAL

Witness

1.....

2.....

FORMAT OF AFFIDAVIT FOR ESI EXEMPTION
On the Rupees Ten Non judicial stamp paper

BEFORE THE 1ST. CLASS MAGISTRATE AT

AFFIDAVIT

I..... son ofaged about year, by faith,by occupation Residing at, do hereby solemnly affirm and declare as follows:-

THAT I am the 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.)

That my aforesaid firm is exempted from E.S.I. Act and the said firm has no valid E.S.I. registration.

That the present affidavit is to be filed before the Kolkata Port Trust as per the clause No.....of the tender No..... issued by 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.

Identified by me.

DEPONENT

INDEMNITY BOND

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

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 laborer
tenderer/contractor.

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

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 WITNESSETH WHEREOF I,, the
Partner/Proprietor/Director..... hereto set and seal this the
.....day of in the yearat

Sureties:

Signature of the Indemnifier

a) Name :
Signature :
Address :

b) Name :
Signature :
Address :

Witnesses

Name :
Signature :
Address :