

**THE DOCUMENT IS FOR INFORMATION
ONLY AND INTENDING BIDDERS ARE
REQUESTED TO VISIT MSTC'S E-PORTAL
WWW.MSTCECOMMERCE.COM.**

TENDER DOCUMENT

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**
Office of the MANAGER (MARINE)
HALDIA DOCK COMPLEX
P.O. – HALDIA, DIST. - PURBE MEDINIPUR,
PIN. - 721604
E-mail id: skgupta.hdc@nic.in

Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT) invites E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) from bonafide and reputed organization for removal and disposal of silt/ material/mud etc from of berth face inside the dock basin, lock barrel and Approach Jetty of Haldia Dock Complex for a period of three months.

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.	MMO/058/DRDG/HIRE/GEN/1788
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/MO Div/14/16-17/ET/417
d.	Date of NIT available to parties to download	December 24, 2016
e.	Offline Pre-Bid Meeting date & time	January 05, 2016 at 1200 hrs.
f.	i) Earnest Money Deposit	<p>The intending bidders should submit Earnest Money of INR 31,483.00 (Rupees Thirty one thousand four hundred and Eighty three only) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected.</p> <p>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.</p> <p>a) Name of Bank & Branch: United Bank of India, Haldia Dock Complex Branch,</p> <p>b) Account No.: 1604050000310</p> <p>c) IFS Code: UTBI0HDCF75.</p> <p>Concerned tenderers must ensure that the</p>

			<p>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 : b) E- Tender No. : KoPT/ Haldia Dock Complex/MO Div/14/16-17/ET/417 c) Amount remitted : d) Remittance Bank Details: e) U.T.R No. : f) Date:</p>
	ii)	Bid Document fee	<p>The intending bidders should submit the tender cost of INR 1000.00 (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 : b) E- Tender No. : KoPT/ Haldia Dock Complex/MO Div/14/16-17/ET/417 c) Amount remitted : d) Remittance Bank Details: e) U.T.R No. : f) Date:</p>
	iii)	Transaction Fee	<p>INR 906/- (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)</p>
g.	Last date of submission of EMD & Bid Document fee at HDC.		<p>Before submission of the tender (The bidder has to ensure submission of UTR in respect of EMD & Bid Document Fee during submission of the bid on line).</p>
	Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.		<p>Three working days before the last date of <u>closing of online bidding for the e-tender.</u></p>
h.	Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprocho		<p>From January 16, 2016 1100 hours</p>

KoPT/ Haldia Dock Complex/MO Div/14/16-17/ET/417

	<u>me/kopt</u>	
i.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	January 25, 2016 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	January 25, 2016 after 1500 hours

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 commercial terms & conditions (**Annexure- II**) 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>Contact person (Haldia Dock Complex):</p> <p>1. Capt. S. K. Gupta Manager-I/C, M.O Haldia Dock Complex Ph. No.- 03224-252340, Mobile- 09434063161, e-mail: skgupta.hdc@nic.in</p> <p>Contact person (MSTC Ltd):</p> <table border="0"> <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> <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>	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
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		
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</p>		

	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.	
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.	
4.	<p><u>Special Note Towards Transaction Fee:</u> 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 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.	<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 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> <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.	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).	
7.	(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 addendum / corrigendum, if any, will be that of the downloading parties.
	(ii)	No separate intimation in respect of corrigendum to this NIT (if any) will be sent to

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		tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprochome/ of MSTC Ltd.
8.		E-tender cannot be accessed after the due date and time mentioned in Schedule of Tender (SOT).
9.		Bidding in e-tender:
	a.	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.
	b.	The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
	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.
	d.	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.
	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 & price bid has been saved, the bidder can click on the "Submit" button to register their bid
		NOTE: - The Techno-Commercial Bid & price bid cannot be revised once the submit button has been clicked by the bidder.
	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

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	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/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.	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. 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.
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

MARINE OPERATION DIVISION

NOTICE INVITING TENDER

No. MMO/058/DRDG/HIRE/GEN/1788

Dated: December 22, 2016

SUBJECT: Short tender hiring of one crane with grab and two dumpers for removal and disposal of silt/ material/mud etc from of berth face inside the dock basin, lock barrel and Approach Jetty of Haldia Dock Complex for a period of three months.

Marine Operations Division, Haldia Dock Complex invites tender on emergent basis for removal of silt/ material/mud etc from of berth face inside the dock basin, lock barrel and Approach Jetty of Haldia Dock Complex.

I. PRE- QUALIFICATION CRITERIA:

The intending bidder shall satisfy the following pre qualification criteria:

a. The intending bidder should either be an owner or have long term charter/ agreement with the owner/owners of (i) one crawler/chain/ tyre mounted cranes capable to handle grab of 0.75 cbm or more in fully loaded condition from at a distance of 8 mtrs. and (ii) two no. dumpers for disposal of the dredged material.

OR

The intending bidder must have successfully completed similar works (as defined below) during the last 7 (Seven) years ending on the last day of month previous to the one in which applications are invited and the financial values of the contracts cited as experience should be any of the following: - Either

(i) Three completed works each costing not less than Rs 6,29,664/-.

Or

(ii) Two completed works each costing not less than Rs 7,87,080/-

Or

(iii) One completed work costing not less than Rs 12,59,329/-

Note: Similar work shall mean works involving supply of different equipment /cranes and/or execution of works of dredging or earth cutting by mechanical means.

b. The average Annual Financial Turnover of the bidding Firm during the last 3 years, ending on 31.03.2016, should be at least **Rs 4,72,248/-**

c. Work experience as a sub contractor or supply contractor shall not be considered as requisite qualification.

OTHER INSTRUCTIONS:-

E-Tenderers are invited on two Cover basis (i.e. Cover-I Techno Commercial Part & Covert-II Price Part) from resourceful, experienced and bonafide bidders with sound technical and financial capabilities for the above mentioned work at Haldia Dock Complex.

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.

The Tender information/NIT is also available in the websites of www.mstcecommerce.com/eprochome or <http://www.haldiadock.gov.in> or <http://www.kolkataporttrust.gov.in> while the Tender information/NIT along with Tender Document is available at Central Public Procurement Portal, Govt. of India (www.eprocure.gov.in) E-Tender Document shall neither be issued by post nor sold.

Notification for issuance of any Addendum / Corrigendum to the tender document will be given only through MSTC / KoPT / HDC website and the bidders are requested to check for the same at the websites prior to submission of their offers.

E-Tenderers are not permitted to alter/change/delete/modify any clause of the tender document down loaded from the website. If any deviation / discrepancy is found after submission of tender, the submitted offer will be summarily rejected.

Bidders shall submit the Bid Document as stipulated in the "Instructions To Bidders" of the e-tender document. Trustees reserve the right to verify the submitted copies of documents / credentials with the original documents. The successful tenderer will be required to comply with the relevant provisions of BOCW (RECS) Act, 1996, West Bengal BOCW (RECS) Act, 2004 and BOCW Welfare Cess Act, 1996 and the rules framed there under. An amount of cess as per prevalent rate (presently @ 1% of the billed amount) shall be progressively recovered from all the bills of the contractor for onward transmission of the same to the appropriate authority.

E-Tenderers will be received through MSTC up to 15:00 hrs. on the last date of submission and opening of tender specified above.

Cover-I of the e-Tender will be opened shortly after 15:00 hrs on the stipulated date.

Cover-II of only technically & commercially qualified bidders will be opened at a later date under due intimation to all concerned.

In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day.

It is stated here that the subject **TENDER WILL NOT BE EXTENDED FURTHER UNDER ANY SITUATION.**

Kolkata Port Trust reserves the right to reject any or all offers or to accept the offer in whole or in part without assigning any reason whatsoever thereof.

TENDER AUTHORITY

**MANAGER (MARINE)
HALDIA DOCK COMPLEX
P.O. – HALDIA
DIST. – PURBA MEDINIPUR**

PIN. – 721604

II. INSTRUCTION TO TENDERERS:**Brief Details of the Tender:**

Date of hosting of bid document on MSTC's e portal	December 23, 2016
Websites	www.mstcecommerce.com/eprochome/kopt
Last date & Time of submission of e Tender	25.01.2017 at 1500 hrs
Date & Time of opening of Techno commercial part of tender.	25.01.2017 after 1500 hrs
Earnest Money	Rs 31483.00
Mode of Payment of Earnest Money	As per Schedule of the Tender (SOT)

Note: The commercial bids shall be opened in the presence of the bidders who will be present during the tender opening. The Price Bids of the techno commercially qualified bidders shall be opened with due intimation to the qualified bidders.

Other Instructions:

1. The price and other particulars shall be quoted in the Bill of Quantities. The rates quoted should include all expenses, taxes and duties excluding Service Tax. **Service Tax as applicable shall be payable extra against Bills raised as per Service Tax Rules.**

2. A bidder, may download the tender document from KoPT's websites <http://www.mstcecommerce.com/eprochome/kopt>

3. Method of submission of Bid:

The tender completed in all respects with all pages of the Tender Documents including the Addendum if any, duly signed by the Bidder as a token of acceptance to all the conditions therein along with all required Appendices of the Tender Document properly filled in and signed with seal shall be submitted as follows:

(I) Common terms: 'Tender Fee & Earnest Money' as well as Name of Tenderer, Tender No. and Tender subject should contain:

- a) Name of remitting vendor/contractor :
 - b) E- Tender No. :
 - c) Amount remitted :
 - d) Remittance Bank Details:
 - e) U.T.R No. :
 - f) Date:
- in connection with Earnest Money Deposit (EMD)'and 'Tender Fee'.

(a) **COVER-I with Attach Document:** 'Techno- Commercial Part' as well as Name of Tenderer, Tender No. and Tender subject should contain:

(b) One copy of the 'Tender Document' including 'Addenda', if any, with all the pages duly signed with official seal as a token of 'confirmation of having received, read and understood the content of all the pages and acceptance of the bidder thereof'. The Price bid format should not be filled up.

Copies of the following documents to be submitted:

- i) Documents showing the bidder satisfying the prequalification criteria;
- ii) Audited Accounts of last three years;
- iii) Valid Trade License;
- iv) Up to date Professional Tax payment challan;
- v) Service Tax Registration certificate;
- vi) EPF Registration (in case not applicable affidavit to that effect from 1st Class Judicial Magistrate);
- vii) ESI Registration certificate
- viii) PAN Card
- ix) Declaration of Bidder as per Format enclosed at Annexure-II
- x) Profile of the Bidder as per Annexure-III
- xi) Particulars of the Crane as per Annexure-IV
- (c) A declaration in the enclosed format (Annexure-I) that they have not been banned or de-listed by any Government or Quasi- Government Agencies or PSUs.

(III) **COVER-II (Price Bid)** Rate shall have to be quoted online (<http://www.mstcecommerce.com/eprochome/kopt>) as per Schedule of Rates as given in Appendix-15.

4. The tenders received without Earnest Money shall be outrightly rejected.

5. **VALIDITY OF THE OFFER:** The offer should remain valid for acceptance for a period from 60 days from the last date of submission of Bids.

6. Kolkata Port Trust, Haldia Dock Complex reserves the right to accept or reject the offers and does not bind itself to accept any offer or to assign any reason thereof. No damage claim whatsoever will be payable by Kolkata Port Trust, Haldia Dock Complex in this account.

7. For further queries, kindly contact **Capt. S.K.Gupta, , Manager-I/C, M.O** (Ph. No. 03224-252340, /09434063161, e-mail: skgupta@kopt.in / skgupta.hdc@nic.in)

III. Scope of Work

The work comprises of removal of silt/cargo/mud etc from of berth face inside the dock basin, lock barrel and Approach Jetty at Haldia upto a horizontal distance of 8 mtrs from the jetty face. The work will have to be carried out as per requirement and availability of berths/lock barrel/ Approach Jetty and the crane will be required to be moved accordingly. The work may have to be carried out upto a depth of 10 mtrs below

the chart datum i.e. apprx. 12.5 mtrs. below the deck top at the berths inside the dock basin and for a depth upto 11 mtrs. Below Chart Datum (BCD) in Lock Barrel and 8 mtrs BCD at the Approach Jetty as per the direction of the Engineer of the Contract and also as per the bathymetric chart of the berths/ approach jetty. The bathymetric chart of the area is available for inspection at the office of Marine Division. The same will be handed over to the successful contractor at the time of work. The operator will be required to take sufficient safety measures to avoid accidents.

The work will be executed by deployment of crane fitted with a grab. The crane to be deployed for the work may be chain/crawler/ tyre mounted with capability to handle grab of 0.75 cbm or more in fully loaded condition from at a distance of 8 mtrs from the quay line on the berth/lock/Approach Jetty. The crane should be able to handle a load of 5 MT to 6 MT per grab under the aforementioned condition. The grabs to be deployed for the work should be in good condition to the satisfaction of the Engineer of the contract so that there should not be any spillage of retrieved materials. The grabs to be deployed should be designed in such a manner that it is capable of removing hard silt/materials from the basin/water.

In case of supply of tyre mounted crane, the crane shall have to be placed with anchoring props supported by ram, to firmly hold the crane with the ground and ensure stability of the crane. The props should be designed in such a manner so that the maximum load on deck does not exceed 5 MT per sq mtr.

In case of supply of chain mounted crane, appropriate precaution will have to be taken to avoid any damage to the deck / road. The maximum load on jetty will be restricted to 5 MT per sqm. Old conveyer belts, if required, will however be supplied free of cost for the said purpose. However, necessary arrangement of handling of the old conveyer belts including taking the same from coal berth and returning the same will have to be arranged by the contractor at his own cost.

The silt/ material/mud etc dredged by the crane shall have to be dumped by the dumpers at the specified location/s. For spilled material, the contractor will be required to clean the deck by hosing as per the direction of the Engineer.

The crane and accessories like lifting tools and tackles shall have up to date valid fitness certificate issued by appropriate authorities during the entire period of the contract. The crane operators to be deployed for the work by the contractor should have required license for operation of the crane during the entire period of the contract. Likewise the dumpers also should have valid licenses. All required manpower for operation of the crane, accessories and dumpers will have to be supplied by the contractor at his cost and arrangement.

IV. SPECIAL CONDITIONS OF THE CONTRACT:

1. The successful bidder will be required to place the fully operational crane with dredging accessories, dumpers (2 nos.) and required manpower (the crane operator should have valid license for operation of the crane) within 7 calendar days from the placement of work order.

2. The contractor will be required to maintain log book with details of timings, work description giving details of work site, crane movements, with details of timings, origination to destination etc. It should however, be noted that movement within the berth or to the next continuous berth will not account for such movement. The log should be signed by the crane operator and the contractor and duly certified by the Engineer of the contract or his representative. The format for the log should be got certified by the Engineer of the contract before commencement of the contract.

3. No payment shall be made for movement of the crane between one berth/place to another berth/place.

4. **Payment Terms:** The monthly Bills shall be raised in triplicate and submitted to the Engineer of the contract along with certified Log book. Payment against the bills raised with all required documents would normally be released within 30 days of receipt of the clear bills subject to necessary deductions including TDS. The monthly hire charge (subject to required deductions) along with fuel cost for the hours actually deployed for the work shall be included in the bill. The fuel cost shall be payable considering the hourly consumption rate quoted in the tender for the hours actually worked at the prevailing rate of HSD at IOC outlet at Haldia in the month. The time required for shifting of crane or boom mantling/ dismantling time shall not be considered for payment of fuel charge and only the working time certified by Engineer shall be considered.

No mobilization/ Demobilization charges will be paid.

5. **Contract period:** The contract will be for a period of 6 months from the date of placement of work order. However, in case of completion of work prior to the expiry of the six months time, the Engineer of the contract will be at liberty to terminate the contract with 15 calendar day's written notice without entitling the contractor any compensation whatsoever for such early termination.

The contract will also terminable at the risk and cost of the contractor, in case the contractor fails to perform as per requirement of the Engineer of the contract.

6. **Performance:** The contractor will be required to deploy the crane in fully operational condition for minimum of 208 working hours per month. Idle time, shifting time or boom mantling/ dismantling time will not count as working time.

In case the crane is not made available for work for at least 208 hours in any month due to reasons attributable to the contractor, proportionate deduction shall be made in the payment of monthly hire charge of the crane for the shortfall period. In addition to the same, compensation at the rate of 1% of the monthly hire charge of the crane shall be recoverable from the contractor for every hour of shortfall in work in any month.

In case the contractor fails to commence work within 7 calendar days of placement of work order, he will be required to pay damages at the rate of Rs, 10,000/ (Ten thousand) per day, for the entire period of delay. The contract will be terminable at the risk and cost of the contractor, if the contractor fails to commence work within 15 days from the date of placement of work order.

The contractor will not be paid mobilization/demobilization charges. In case he brings crane/equipment which are not suitable for the work as per requirement of the Engineer.

Further, the contractor will be required to replace the crane during the contract period. The time for replacement will be on contractor's account.

For the purpose of billing, payment, determination of performance, levy of compensation, 'month' shall mean consecutive 30 days. The first month for the purpose of billing shall be reckoned from the day the contractor commenced work at site.

In case the break down of the crane for more than three days at a stretch or in case of repeated breakdown of the crane, the contractor shall be required to replace the crane by another crane confronting to the requirement of the work, as per direction of the Engineer.

7. In connection with execution of the order, necessary Gate Passes for entering into the Dock Area will be provided Free of Cost.

8. Safety, Security& Insurance:

The contractor shall ensure that all the workmen deployed in the work follows all required safety rules regarding working in the dock area, including wearing of all protective gears.

The contractor shall be required to obtain a comprehensive contractor's all risk insurance policy covering the men and materials deployed in the work. Further, contractor shall also take required insurance against removal of the crane in case of any accident as well as any damage to third party property including KoPt's property. The copies of the insurance policies should be submitted to the Engineer of the Contract. The entire responsibility for safety and security for the men and material deployed for the work shall always remain with the contractor.

9. General Conditions of the Contract:

The General Conditions of Contract of Kolkata Port Trust shall be applicable for the contract. However, in case of any conflict, the Special Conditions of the contract shall prevail over the General Conditions of the Contract.

The payment of Security Deposit shall be guided by the General Conditions of the Contract. The Earnest Money deposited by the successful bidder shall be converted to Security Deposit. The Earnest Money of the unsuccessful bidders shall be released.

10. Pricing and Evaluation Criteria: Evaluation of offers of pre-qualified bidders shall be made on the basis of overall lowest offer, as per the formula of evaluation specified in the Price Bid/ Bill of Quantity.

11. If terms & conditions of the enquiry have not been accepted by any bidder, offer of the bidder would be liable for rejection.

[TO BE SIGNED WITHOUT FILLING THE RATES AS A PART OF TECHNO COMMERCIAL BID]

PRICE BID

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
MARINE OPERATION DIVISION**

BILL OF QUANTITY

Subject: Short tender for emergent dredging of berth/lock barrel with a shore based crane.

Sl	Work Description	Rate
A.	Crane Hire Charges (excluding fuel) For fulfilling the scope of the work of the tender as per terms and conditions of the tender.	Rs..... per month (Rupees..... per month) (In words)
B.	Fuel (HSD) consumption of crane in litres per hourltrs. per hour of operation

Formula for evaluation of price offers:

For the purpose of evaluation, the following formula shall be used:

= [A] + [208 X B X Rate of HSD per litre at IOCL retail outlet at Haldia on the date of opening of techno-commercial bid]

1. Prices are to be quoted considering Scope of Work, Technical Specification and Terms & Conditions, as mentioned in the enquiry.

2. The prices should be inclusive of taxes, duties, levies etc., but excluding Service Tax. Service Tax as applicable shall be payable extra.

Date:

Signature with seal of the bidder
Seal

Annexure-I

(To be submitted on the Bidder's Letter Head)

**The Manager (Marine Operations),
Haldia Dock Complex,
Kolkata Port Trust,
Marine House,
P.O.: Chiranjibpur, Haldia,
Dist.: Purba Medinipur,
West Bengal, India,
PIN – 721 604.**

Subj : Tender no. for
ect “
.....
.....
.....

We do, hereby, declare that we have not been banned or delisted by any Government or Quasi-Government Agencies or PSUs in India.

Signature of the tenderer
with office seal

Note : In case the firm has been delisted/banned by any Govt. or Quasi-Govt. Agency or PSU in India, then the same should be declared properly, after modifying the above format, suitably.

Annexure-II

DECLARATION OF THE BIDDER

To

**The Manager, Marine Operations,
Haldia Dock Complex**

I/ We have examined carefully, read and understood the above Terms & Conditions, Scope of Work, Technical Specifications and Bill of Quantities. I/ We hereby tender and undertake to execute and complete all the works, required to be performed, in accordance with the Terms & Conditions, Scope of Work, Technical Specifications and Bill of Quantities, as stipulated in the Enquiry and at the rates and prices set out in the annexed Bill of Quantities/ Price Bid, within the completion period, as stipulated in the Enquiry. In the event of our offer being accepted in full or in part, I/ We also hereby agree that the said offer, Terms & Conditions, Scope of Work, Technical Specifications and Bill of Quantities, as stated in the Enquiry together with the acceptance thereof, in writing by or, on behalf of the Trustees shall form the Contract.

I/ We agree that the period for which the Tender shall remain open for acceptance shall not be less than 60 (Sixty) days from the date of opening of the offer.

1. I/ We hereby declare that I/ We have not been banned or de- listed by any Government or Quasi- Government Agency or Public Sector Unit.

2. I/ We hereby declare that PRICE BID does not contain anything, other than Bill of Quantities and Price.

(c) I/ We hereby enclose the details of any banned/ de- listing imposed on my/ our agency by any Govt. / Quasi - Govt. Agency or PSU.

Date:

Seal:

Signature:

Place:

Full Name in Block Letters:

Address:

Telephone:

Fax:

E Mail ID:

Annexure-III

Profile Of The Bidder

1. (a) Name
 - (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.
-
2. 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.
 3. Details of individual(s) of the bidder who will serve as the point of contact/ communication with KoPT.

Name :
Designation :
Company :
Address :
Telephone Number :
(Land & Mobile)
E-Mail Address :
Fax Number :

4. Details of Authorized Signatory of the Bidder:

Name :
Designation :
Company :
Address :
Telephone No. :
(Land & Mobile)
Fax No. :
Email Address :

Signature of Power of Attorney Holders

Name:

Designation:

Date :

Seal

Annexure-IV

Technical Details of the Crane proposed to be deployed:

- (a). Crane Make : Model.....Year built..... Engine Make :
- (b) Crane Capacity :..... Tones
- (c) Boom length:
- (d) Safe loading distance at 45° :mtrs.,
At 60°:.....mtrs.
- (e) Grab capacity :..... cbm

Signature of the Bidder with Seal

Annexure- V

General Conditions Of Contract

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

FORM OF TENDER

To
The Manager,
Marine Operations
Marine House
Haldia Dock Complex, Kolkata Port Trust,

Dear Sir,

We, M/s.....having read and fully understood the specification conditions of tender and general conditions of contract hereby tender to supply 1 No. Tug 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 specification, conditions of tender and General Conditions of Contract together with the acceptance thereof in writing by or on behalf of the Trustees, shall constitute the contract.

We have deposited with the Trustees' Financial Adviser & Chief Accounts Officer/ General Manager (Finance) Rs..... vide Receipt No.....dated..... as Earnest Money, photostat copy of which is attached. Original Bank Guarantee No...../Bank Draft No..... from..... Bank is enclosed.

We also agree to abide by this tender for a period of 180 days from the opening date of Technical (cover-I) and in default of our so doing, the Earnest Money of Rs. 7,50,000/ (Rupees Seven Lac and fifty thousand only) deposited by us shall be liable to forfeiture at the option of the competent authority.

Should Haldia Dock Complex, 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.....
Full Address

Signature.....

(Seal)

Note: All blank spaces to be filled in by the Tenderer and submitted along with the 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 fulfillment 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 "Haldia Dock Complex, 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..... BankBranch, 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) calendar 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

This Agreement made on theday of2015 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 hiring one Tug including the work specified in the Bid document should be carried out by the above vessel in satisfactory manner and 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:-
 - i) The Tender /offer and the acceptance of the tender/offer including terms and conditions finalized and accepted by both parties prior to opening of price Bid submitted by the contractor.
 - ii) The Trustees General Conditions of Contract, unless superseded by document identified in 2(i) above.
 - iii) The Price Bid as submitted by the contractor and as accepted by the Trustees.
 - iv) The work order.....dated.....
 - v) 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 with the Trustees to execute the work of supplying one Tug with experienced crew as per conditions & scope of work identified in documents noted in para-2 above and to the order of the Trustees for a period of one year from the date of work order and the same work may be extended for one more year under the same terms and conditions if desired by KOPT in conformity in all respects with the provisions of the contract.
4. The Trustees hereby covenants to pay the contractor in consideration of the satisfactory execution of the contract a sum of Rs..... (Rupees) only at the times and in the manner prescribed in the contract.

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

Contractor

General Manager, Marine,
Haldia Dock Complex, KoPT

Witness

1.....

2.....

INTEGRITY PACT

Between

Kolkata Port Trust (KoPT) hereinafter referred to as "The Principal/ Employer"

And

.....hereinafter referred to as "The Bidder/Contractor".

Preamble

The principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliances with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM) appointed by the principal, will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

NOW, THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to currency of the contract to be entered into with a view to :-

Enabling the PRINCIPAL / EMPLOYER to get the contractual work executed and / or to obtain / dispose the desired said stores / equipment at a competitive price in conformity with the defined specifications / scope of work by avoiding the high cost and the distortionary impact of corruption on such work / procurement /disposal and Enabling BIDDERS /CONTRACTORS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will abstain from bribing and other corrupt practices and the PRINCIPAL/EMPLOYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

Section-1:Commitments of the Principal/employer.

- (1) The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will, in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any materials or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/ Prevention of Corruption (PC) Act, or if there be a substantive

suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section-2: Commitments of the Bidder(s)/Contractor(s)

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bid or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor (s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representative in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian Agent/representative have to be in Indian Rupees only. Copy of the Guidelines on Indian Agents of foreign Suppliers is annexed and marked as Annexure-G.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section-3: Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as considered appropriate.

Section- 4: Compensation for Damages.

KoPT/ Haldia Dock Complex/MO Div/14/16-17/ET/417

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand the recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section -5: Previous transgression.

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years from the date of signing the Integrity Pact with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Undertakings /Enterprise in India, Major Ports, / Govt. Departments of India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as considered appropriate.

Section- 6: Equal treatment of all Bidders / Contractors/ Subcontractors.

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section-7: Other Legal actions violating Bidder(s)/Contractor(s)/ Sub contractor(s).

The actions stipulated in this Integrity pact are without prejudice to any other legal action that may follow in accordance with provisions of the extant law in force relating to any civil or criminal proceedings.

Section-8: Role of Independent External Monitor (IEM).

- (a) The task of the monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- (b) The monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Kolkata Port Trust.
- (e) The BIDDER / CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER / CONTRACTOR. The demonstration of a valid interest, unrestricted and unconditional access to his contract documentation, if any. The same is applicable to Sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor(s) with confidentiality.
- (f) The Principal / Employer will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on

the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.

- (g) The Monitor will submit a written report to the designated Authority of Principal / Employer / Chief Vigilance Officer of Kolkata Port Trust within 8 to 10 weeks from the date of reference or intimation to him by the Principal / Employer / Bidder / Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER / CONTRACTOR can approach the Independent External Monitor (s) appointed for the purposes of this Pact.
- (h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the relevant IPC/PCA and the Principal / Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (j) The word 'Monitor' would include both singular and plural.

Section-9: Facilitation of Investigation:

In case of any allegation o violation of any provisions of this Pact or payment of commission, the PRINCIPAL / EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER / CONTRACTOR shall provide necessary information and documents **in English** and shall extend all possible help for the purpose of such examination.

Section-10: Pact Duration:

The pact begins with when both parties have legally signed it and will extend up to 2 years or the complete execution of the contract including warranty period whichever is later. In case bidder / contractor is unsuccessful this Integrity Pact shall expire after 6 months from the date of signing of the contract.

If any claim is made / lodged during this time, the same shall be binding and continue to the valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of KoPT.

Section-11: Other provisions:

- (1) This agreement is subject to Indian law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.
- (2) Changes and supplements as well as termination notices need to be made in writing in English.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners of consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

on behalf of the Principal)
(Office Seal)

(For & on behalf of Bidder/Contractor)
(Office Seal)

(For &

Place.....

Date.....

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

KoPT/ Haldia Dock Complex/MO Div/14/16-17/ET/417
GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.1 There shall be compulsory registration of Indian agents of foreign suppliers for all Tender. An agent who is not registered with KoPT shall apply for registration in the prescribed Application – Form.
- 1.2 Registered agents will file an authenticated Photostat copy (duly attested by a Notary Public) / Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission / remuneration / salary / retainer ship being paid by the principal to the agent before the placement of order by KoPT.
- 1.3 Wherever the Indian representatives have communicated on behalf of their principals and foreign parties have stated that they are not paying any commission to the Indian agents and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS / REPRESENTATIVES IN INDIA. IF ANY.

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

- 2.1.1 The name and address of the agents / representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent / representative be a foreign Company, it is to be confirmed whether it is real substantial Company and details of the same shall be furnished.
- 2.1.2 The amount of commission / remuneration included in the quoted price(s) for such agents / representatives in India.
- 2.1.3 Confirmation of the Bidder that the commission / remuneration if any, payable to his agents / representatives in India, is to be paid by KoPT in Indian Rupees only.

2.2 Bidders of Indian Nationality shall furnish the following details in their offers:

- 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agent of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents / representatives.
- 2.2.2 The amount of commission / remuneration included in the price (s) quoted by the bidder for himself.
- 2.2.3 Confirmation of the foreign principals of the Bidder that the commission / remuneration, if any, reserved for the Bidder in the quoted price (s), is paid by KoPT in India in equivalent Indian Rupees.
- 2.3 In either case, the event of contract materializing, the terms of payment will provide for payment of the commission / remuneration, if any payable to the agents / representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph – 2.0 above will render the concerned tender liable for rejection or in the event of a contract materializing, the same liable to termination by KoPT. Besides this there would be a penalty of banning business dealings with KoPT or damage or payment of a named sum.

INDEMNITY BOND

BY THIS BOND I, Shri/Smt.....Son of
 Shri/Smt.residing at
having occupation the
 Partner / Proprietor / Directorhaving office at,
 am a tenderer under Marine Department ,Haldia Dock Complex, Kolkata Port Trust (A
 statutory Body under MPT Act ,1963). WHEREAS , the said Haldia Dock Complex, 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 ,Haldia Dock Complex, Kolkata Port
 Trust against all damages and accidents to the labourers tenderer / contractor.

NOW THIS BOND OF INDEMNITY WITNESSETH THAT the tenderer /contractor named
 herein above shall indemnify the Haldia Dock Complex, Kolkata Port Trust against all damages
 and accidents occurring to the labourers of the tenderer /contractor as demanded by Haldia
 Dock Complex, Kolkata Port Trust during the execution of the work stated in NIT
 No.....

AND the Contractor hereunder agree to indemnify and at all times keep indemnified the Haldia
 Dock Complex, 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
 hereunto set and seal this the day of
 in the yearat

Sureties

Signature of the

Indemnifier

a) Name :

Signature :

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

PRICE BID

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
MARINE OPERATION DIVISION
BILL OF QUANTITY**

Subject: Short tender for emergent removal of silt/ material/mud etc from of berth face inside the dock basin, lock barrel and Approach Jetty at Haldia Dock Complex on emergent basis.

Sl	Work Description	<u>Rate</u>
A.	Crane Hire Charges (excluding fuel) For fulfilling the scope of the work of the tender as per terms and conditions of the tender.	Rs.....per month (Rupees..... per month) (In words)
B.	Fuel (HSD) consumption of crane in litres per hour.ltrs. per hour of operation.

Formula for evaluation of price offers:

For the purpose of evaluation, the following formula shall be used:

Evaluated Amount= [A] + [208 X B X Rate of HSD per litre at IOCL retail outlet at Haldia on the date of opening of techno-commercial bid]

Note:

- Prices are to be quoted considering Scope of Work, Technical Specification and Terms & Conditions, as mentioned in the enquiry.
- The prices should be inclusive of taxes, duties, levies etc., but excluding Service Tax. Service Tax as applicable shall be payable extra.

Date:

Signature with seal of the bidder

CORRIGENDUM

Reference tender no. KoPT/ Haldia Dock Complex/MO Div/14/16-17/ET/417 and pre-bid meeting held on 05.01.2017, the amended matters and clauses (according to the given page references) to be replaced as follows:-

Page 1:

Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT) invites E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) from bonafide and reputed organization for supply and operation of one shore crane with grab and two dumpers for removal and disposal of silt/ material/mud etc from of berth face inside the dock basin, lock barrel and Approach Jetty of Haldia Dock Complex for a period of three months.

Page 8:

SUBJECT: Short tender for supply and operation of one shore crane with grab and two dumpers for removal and disposal of silt/ material/mud etc from of berth face inside the dock basin, lock barrel and Approach Jetty of Haldia Dock Complex for a period of three months.

Page 9:

TENDER AUTHORITY

**MANAGER (MARINE OPERATIONS)
HALDIA DOCK COMPLEX
P.O. – CHIRANJIBPUR
DIST. – PURBA MEDINIPUR
WEST BENGAL – 721604**

Page 11:

III. Scope of Work

The work comprises of removal of silt/cargo/mud etc from of berth face inside the dock basin, lock barrel and Approach Jetty at Haldia up to a horizontal distance of 8 mtrs from the jetty face. The work will have to be carried out as per requirement and availability of berths/lock barrel/ Approach Jetty and the crane will be required to be moved accordingly. The work may have to be carried out upto a depth of 10 mtrs below the chart datum i.e. apprx. 12.5 mtrs. below the deck top at the berths inside the dock basin and for a depth upto 11 mtrs. Below Chart Datum (BCD) in Lock Barrel and 8 mtrs BCD at the Approach Jetty as per the direction of the Engineer of the Contract and also as per the bathymetric chart of the berths/ approach jetty. The bathymetric chart of the area is available for inspection at the office of Marine Division. The same will be handed over to the successful contractor at the time of work. The operator will be required to take sufficient safety measures to avoid accidents.

The work will be executed by deployment of crane fitted with a grab. The crane to be deployed for the work may be chain/crawler/ tyre mounted with capability to handle grab of 0.75 cbm or more in fully loaded condition from at a distance of 8 mtrs from the quay line on the berth/lock/Approach Jetty. The crane should be able to handle a load of 5 MT to 6 MT per grab

under the aforementioned condition. The grabs to be deployed for the work should be in good condition to the satisfaction of the Engineer of the contract so that there should not be any spillage of retrieved materials. The grabs to be deployed should be designed in such a manner that it is capable of removing hard silt/materials from the basin/water.

In case of supply of tyre mounted crane, the crane shall have to be placed with anchoring props supported by ram, to firmly hold the crane with the ground and ensure stability of the crane. The props should be designed in such a manner so that the maximum load on deck does not exceed 5 MT per sq mtr.

In case of supply of chain mounted crane, appropriate precaution will have to be taken to avoid any damage to the deck / road. The maximum load on jetty will be restricted to 5 MT per sqm. Old conveyer belts, if required, will however be supplied free of cost for the said purpose. However, necessary arrangement of handling of the old conveyer belts including taking the same from coal berth and returning the same will have to be arranged by the contractor at his own cost.

The silt/ material/mud etc dredged by the crane shall have to be dumped by the dumpers at the specified location/s. For spilled material, the contractor will be required to clean the deck by hosing as per the direction of the Engineer. He will also be responsible to clean the road of spilled soil.

The crane and accessories like lifting tools and tackles shall have up to date valid fitness certificate issued by appropriate authorities during the entire period of the contract. The crane operators to be deployed for the work by the contractor should have required license for operation of the crane during the entire period of the contract. Likewise the dumpers also should have valid licenses. All required manpower for operation of the crane, accessories and dumpers will have to be supplied by the contractor at his cost and arrangement.

Operating personnel

The personnel deployed by the contractor for operating and maintaining the mechanical equipment supplied should possess appropriate and valid licenses as per motor vehicle act.

Mode of operation

Dumpers deployed by the contractor shall be free of loose hinge, openings etc, so that there is no spillage of the material on metallic road. Materials spillage if any, on HDC roads due to movement of deployed equipment will have to be cleaned on daily basis by the contractor at his own expenses.

Page 12:

IV. SPECIAL CONDITIONS OF THE CONTRACT:

1. The successful bidder will be required to place the fully operational crane with dredging accessories, dumpers (2 nos.) and required manpower (the crane operator and drivers of dumpers should have valid license for operation of the crane) within 7 calendar days from the placement of work order

Page 13:

5. Contract period: The contract will be for a period of **03(months)** from the date of commencement of the work. However, in case of completion of work prior to the expiry of the three months time, the Engineer of the contract will be at liberty to terminate the contract with 15 calendar day's written notice without entitling the contractor any compensation whatsoever for such early termination.

6. Performance: The contractor will be required to deploy the crane in fully operational condition for minimum of 208 working hours per month. Idle time, shifting time or boom mantling/ dismantling time will not count as working time.

In case the crane is not made available for work for at least 208 hours in any month due to reasons attributable to the contractor, proportionate deduction shall be made in the payment of monthly hire charge of the crane for the shortfall period. In addition to the same, compensation at the rate of 1% of the monthly hire charge of the crane shall be recoverable from the contractor for every hour of shortfall in work in any month.

In case the contractor fails to commence work within 7 calendar days of placement of work order, he will be penalized at the rate of Rs, 10,000/ (Ten thousand) per day, for the entire period of delay. The contract will be terminable at the risk and cost of the contractor, if the contractor fails to commence work within 15 days from the date of placement of work order.

The contractors will not be paid mobilization/demobilization charges. In case he brings crane/equipment which are not suitable for the work as per requirement of the Engineer of contract. Further, the contractor will be required to replace the crane during the contract period. The time for replacement will be on contractor's account. For the purpose of billing, payment, determination of performance, levy of compensation, 'month' shall mean consecutive 30 days. The first month for the purpose of billing shall be reckoned from the day the contractor commenced work at site.

In case the break down of the crane for more than three days at a stretch or in case of repeated breakdown of the crane, the contractor shall be required to replace the crane by another crane confronting to the requirement of the work, as per direction of the Engineer.

In case the dumper is not made available for reasons not attributable to HDC, compensation @ 1% of the monthly hire charges of each dumper + no payment will be made for the period of non availability calculate on prorata.

Page No: 14

7. In connection with execution of the order, necessary RFID permit for entering into the Dock Area will be provided at cost. Until the time RFIDs are issued, the cost of daily entry passes has to be borne by the contractor.

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[TO BE SIGNED WITHOUT FILLING THE RATES AS A PART OF TECHNO COMMERCIAL BID]

PRICE BID

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
MARINE OPERATION DIVISION**

BILL OF QUANTITY

Subject: Short tender for supply and operation of one shore crane with grab and two dumpers for removal and disposal of silt/ material/mud etc from of berth face inside the dock basin, lock barrel and Approach Jetty of Haldia Dock Complex for a period of three months.

Sl	Work Description	<u>Rate</u>
A.	Crane Hire Charges (excluding fuel) For fulfilling the scope of the work of the tender as per terms and conditions of the tender.	Rs..... per month (Rupees..... per month) (In words)
B.	Fuel (HSD) consumption of crane in litres per hour.ltrs. per hour of operation.
C.	Supplying, manning and operating 2 (Two) no. dumpers	Rs..... per month per dumper. (Rupees..... per dumper per month) (In words)

Formula for evaluation of price offers:

For the purpose of evaluation, the following formula shall be used:

Evaluated Amount= [A] + [208 X B X Rate of HSD per litre at IOCL retail outlet at Haldia on the date of opening of techno-commercial bid] + 2C

- Prices are to be quoted considering Scope of Work, Technical Specification and Terms & Conditions, as mentioned in the enquiry.
- The prices should be inclusive of taxes, duties, levies etc., but excluding Service Tax. Service Tax as applicable shall be payable extra.

Date:

Signature with seal of the bidder

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Annexure-IV**SPECIFICATIONS**

(This should be filled up for each Crane and Dumper separately and submitted with the Techno-Commercial part)

<u>CRANE</u>		
1	Model/Type No. of the Crane	
2	Year of build	
3	Regn. No./ License No.	
4	Horse Power of Crane	
5	Weight of the crane (Max permissible weight with empty Grab 40 M.T.)	
6	Length of boom (Min. acceptable length-60 ft)	
7	Capacity of the Grab. The Grab should have appropriate seals and features to work underwater. (Min. capacity of the Grab-0.75 cbm)	
8	Safe operation of the boom at loaded condition 30°, 45°, 60° and 90°	
9.	Valid licenses of the operators.	

<u>DUMPER</u>		
1	Make and Model No. of the Dumper Requirement: 6 Wheel (2 Axle) - Tata or Leyland, any other approved - Self unloading type. Loading capacity of the Dumper should not be less than 10 tonnes. Horse Power of the Dumper	
2	Year of build	
3	Regn. No./ License No.	
4	License No. of the Drivers	

Date : _____

(Signature of the tenderer with office seal)

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PRICE BID

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
MARINE OPERATION DIVISION
BILL OF QUANTITY**

Subject: Short tender for supply and operation of one shore crane with grab and two dumpers for removal and disposal of silt/ material/mud etc from of berth face inside the dock basin, lock barrel and Approach Jetty of Haldia Dock Complex for a period of three months..

SI	Work Description	<u>Rate</u>
A.	Crane Hire Charges (excluding fuel) For fulfilling the scope of the work of the tender as per terms and conditions of the tender.	Rs..... per month (Rupees..... per month) (In words)
B.	Fuel (HSD) consumption of crane in litres per hour.ltrs. per hour of operation.
C.	Supplying, manning and operating 2 (Two) no. dumpers	Rs..... per month per dumper. (Rupees..... per dumper per month) (In words)

Formula for evaluation of price offers:

For the purpose of evaluation, the following formula shall be used:

Evaluated Amount= [A] + [208 X B X Rate of HSD per litre at IOCL retail outlet at Haldia on the date of opening of techno-commercial bid] + 2C

Note:

- Prices are to be quoted considering Scope of Work, Technical Specification and Terms & Conditions, as mentioned in the enquiry.
- The prices should be inclusive of taxes, duties, levies etc., but excluding Service Tax. Service Tax as applicable shall be payable extra.

Date:

Signature with seal of the bidder

Proposed reply to the Pre-Bid queries raised by M/s Sreema Enterprise.

S. No.	Page No.	Clause	As mentioned in the NIT	Bidder's queries	Proposed reply
01	12	Scope of work	<p>The crane should be able to handle a load of 5 MT to 6 MT per grab under the aforementioned condition. The grabs to be deployed for the work should be in good condition to the satisfaction of the Engineer of the contract so that there should not be any spillage of retrieved materials. In case of supply of tyre mounted crane, the crane shall have to be placed with anchoring props supported by ram, to firmly hold the crane with the ground and ensure stability of the crane. The props should be designed in such a manner so that the maximum load on deck does not exceed 5 MT per sq mtr.</p> <p>In case of supply of chain mounted crane, appropriate precaution will have to be taken to avoid any damage to the deck / road. The maximum load on jetty will be restricted to 5 MT per sqm.</p>	As per the tender documents, the required specification of the crane is not mentioned. Specification of crane means the maximum permissible weight with grab and others e.g. 40MT/35 MT.	Please see the corrigendum.
2	13 (point 4)	Payment terms	No mobilization/ Demobilization charges will be paid.	As the tenure is three months, the scope of mobilization/de-mobilization charges, shifting charges is also not mentioned in tender documents.	It is not payable separately. However, bidders may load the cost in their bid.
3			Two no. dumpers for disposal of the dredged material.	Required specification of dumpers is not mentioned.	Please see the corrigendum.
4	33	Price bid	Price Bid section column is missing.	Dumper price/rate is missing.	Please see the corrigendum.
5	11	Scope of work		Scope of work is not mentioned clearly. As per our last experience the jetty cleaning with water pump, road spoilage and others was on tenderer scope. Also if the dumper get stuck at the dispatch point then pull out on the same was on tenderer scope and any delay then deduction on dumper hire charges was applicable.	Please see the corrigendum.