



KOLKATA PORT TRUST
KOLKATA DOCK SYSTEM
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BID DOCUMENT
FOR THE TENDER
OF
SERVICING OF 04 NOS. INFLATABLE LIFERAFTS AND RENEWAL OF 04 NOS.
RESPECTIVE HRUs.
OF
KOLKATA PORT TRUST

TENDER NO. MRN/CH/Sarojini/297A

OCTOBER - 2017

Cost of Tender Document: ₹ 500/-

INDEX

Tender No.:- MRN/CH/ Sarojini/297A

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SCHEDULE OF TENDER (SOT)

Tender No.	Tender No.:- MRN/CH/ Sarojini/297A
Tender Authority	Director, Marine Department, Kolkata Port Trust, 15, Strand Road, Kolkata-700001, Phone:033-2230-3451-Extn:375/ 033-2230-3214, Fax No: 033-2231-3271 E-mail: calport@kolkataporttrust.gov.in dmd@kolkataporttrust.gov.in Website: www.kolkataporttrust.gov.in
Mode Of Tender	Part I - Techno-Commercial Bid and Part II - Price Bid
Estimated value of Tender	Rs.1,63,784/-
Date of Tender Document available to parties for sale	07.11.2017 at 11.00 hrs. from DMD's Drawing Office at KoPT Head Office (1st floor), 15 Strand Road, Kolkata-
Date of Tender Document available to parties to download	07.11.2017 at 11.00 hrs
Date , time & place of Pre-Bid Meeting	20.11.2017 at 16.00 hrs., in the room of Dy. Chief Hydrographer at from KoPT Head Office(1 st floor), 15 Strand Road, Kolkata-700001.
Earnest Money Deposit	An amount of Rs.3280 (Rupees Three Thousand Two Hundred Eighty) only shall be submitted as Earnest Money Deposit by Banker's Cheque / Bank Draft / Pay Order payable to "Kolkata Port Trust" and payable at Kolkata. (refer page 5 clause no. 2.2(g) of Annexure B and refer page 8, Clause no. 4 of Annexure-B).
Tender Cost	" Tender Cost " containing Banker's cheque or Pay Order or Demand Draft from any of the Nationalized / Scheduled Banks in India having branch in Kolkata drawn in favour of "Kolkata Port Trust" of Rs. 500/- (Rupees Five Hundred only) as the cost towards tender document or Treasury Receipt of the deposit issued by the Treasurer, Kolkata Port Trust , as the case may be. All Banker's cheques/ Pay Orders/Demand Drafts should be drawn in favour of "Kolkata Port Trust" on any nationalized/Scheduled bank having branch in Kolkata. (refer page 5, clause no. 2.2(h) of Annexure B).
Last date of submission of Tender Document Fee and Earnest Money	05.12.2017 up to 1500 hrs.
Last date of submission of Tender (Techno-Commercial Bid & Price Bid) in sealed covers	05.12.2017 up to 1500 hrs.
Date and time of opening of Part-I (i.e. Techno-commercial Bid after confirmation of submission of Tender Document Fee and Earnest Money Deposit).	05.12.2017 at 1530 hrs.
Date & Time of opening of Price Bid (Part-II)	Bidders to be informed separately.

TENDER NOTICE

Tender for “Servicing of 04 nos. Inflatable Liferrafts and renewal of their 04 nos. respective HRUs”.

Tender No.:- MRN/CH/ Sarojini/297A

Estimated value of the work: Rs.1,63,784/-

Tenders are invited for the above work from reputed, bonafide and D.G. Shipping approved firms who meet the following pre-qualification criteria :-

1.0 Prequalification criteria

1.1. The firm must have experience in servicing life rafts and supplying new HRUs with certificates from statutory authorities. Performance Certificate and work order/agreement obtained from the previous clients to be produced to establish the credibility.

1.2. The firm must have experience of having successfully carried out similar work during the last seven years upto September,2017 which should be in the following manner:-

a) 3 (three) similar completed works costing not less than Rs.65,513.60 each;

Or

b) 2 (two) similar completed works costing not less than Rs.81,892.00 each;

c) 1 (one) similar completed work costing not less than Rs.1,31,027.20.

“SIMILAR WORK” means servicing/ supplying of life rafts and supplying new HRUs with certificates from statutory authorities. **Work experience as a sub-contractor shall not be considered as the requisite qualification.**

1.3. The average annual financial turnover of the firm during the last 3 years ending March 2016 should be at least Rs.49,135.20.

1.4. Claims for fulfilling the above criteria must be adequately supported by appropriate documents like Work order / Agreement, Performance certificate from previous clients, Audited Balance Sheet and Profit & Loss Account for last 3 years (2013-14, 2014-15 & 2015-16).

Bid Document may be downloaded from : KOPT website: www.kolkataporttrust.gov.in
Amendment, Corrigenda or Clarifications, if any, shall be hoisted on the above mentioned websites only.

2.0 MODE OF SUBMISSION OF BID

2.1 The Tenders are to be submitted in two parts, i.e. 'Part-I' & 'Part-II' in duplicate. 'Part-I' should constitute the Technical Bid with Terms & 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 duly superscribed are to be sealed in a main cover. Both the covers in the main cover should also be superscribed and submitted at the office of the Dy. Chief Hydrographer (DMD's Drawing Office, 1st floor, 15, Strand Road, Kolkata-700001).

2.2 'Part-I' (Techno-Commercial bid)- Would be opened at the office of the Dy. Chief Hydrographer (DMD's Drawing Office, 1st floor, 15, Strand Road, Kolkata-700001) on **05.12.2017 at 1530 hrs.**

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

- a. Brief particulars of the Firm.
- b. Current Trade License and GST registration certificate.
- c. Firm has to be DG Shipping approved and supporting documents of the approval are to be submitted.
- d. Details of similar servicing of life rafts and renewal of HRUs, previously carried out by the firm with value of each work supported by authentic documents with Work order/ Agreement, Performance Certificate etc.
- e. A separate letter addressed to the Chief Hydrographer confirming that the tenderer has accepted all terms and conditions laid down in the bid document should be enclosed.
- f. Photo Copy of PAN Card and details of ECS like (i) Name of the Bank with Code No., (ii) Address, (iii) A/C No., (iv) Name of the Branch with IFSC, MICR Code/RTGS as applicable.
- g. Original Bank Draft / Banker's Cheque / Pay Order payable to "Kolkata Port Trust" for Earnest Money Deposit of Rs.3280/- to be submitted physically in the office of the Chief Hydrographer, Marine Department 15, Strand road, Kolkata-700001 before opening of the bid.
- h. Copy of Treasury Receipt of Rs. 500/-, issued by KoPT or original Bank Draft / Banker's Cheque / Pay Order in favour of "Kolkata Port Trust" for Rs.500/- as cost of Tender Document to be submitted physically in the office of the Chief Hydrographer, Marine Department , 15, Strand road, Kolkata-700001 before opening of the bid.
- i. NSIC document, if applicable for exemption of Earnest Money Deposit and cost of Tender Document.
- j. Letter of authority, if any.
- k. A declaration that the tenderer has not been debarred/delisted/black-listed by any Govt./Semi Govt./PSU Organisation.
- l. Any additional information furnished by the bidder.

2.3 Part-II (Price Bid) shall be submitted as per the enclosed format without any condition or deviation. Price bid would be opened of only those bidder(s) whose Part – I Techno-Commercial bid are acceptable by KoPT. Such bidder(s) will be intimated the date and time of opening of Part – II (Price bid).

2.4 UNDERTAKING:

The bidder shall submit following unconditional undertaking while submitting the bid.

“The bidder has fully read and understood the entire Tender Document, GCC and Addenda, if any, under the instant tender, and will comply to the said document, GCC and Addenda.”

3.0 INSTRUCTION TO BIDDERS

3.1 The bidders must submit all the documents required as per Pre-qualification criteria and the documents enlisted under techno-commercial bid and Price-bid, failing which the tender shall lead to disqualification. Any other document which is not required as per the terms of the NIT shall not be considered.

3.2 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 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. No deviation from the laid down conditions of the Bid Document is firm unless it is notified by KoPT.

3.3 KOLKATA PORT TRUST will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.

3.4 Please note that there is no provision to take out of list of the parties downloading the tender document from the website mentioned in the NIT. As such, bidders are requested to see the website once again before the due date of the 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. 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.

3.5 The work is to be done as described in Bid-Documents. The Bidders who need clarifications on any specific issue shall inform the Engineer in writing well in advance of the date of Pre-Bid discussion in the address given in the next clause.

3.6 If the bidders find any discrepancy or omission in the Bid Document or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer, who may send a written explanation to the queries. No oral interpretations shall be made by any Bidder as to the meaning, if any, of the provisions of the Bid Documents. Every request for an interpretation shall be in writing, addressed and forwarded to the Engineer at the following address:-

**The Chief Hydrographer
Marine Department
Kolkata Port Trust,
15, Strand Road,
Kolkata-700 001.**

3.7 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.

3.8 Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder. Kolkata Port Trust may reject, accept or prefer any bid without assigning any reason whatsoever.

3.9 While evaluating tenders, regard would be paid to National Defence and Security consideration.

3.10 In case of unscheduled Holiday / Bandh on the date of pre-bid meeting / opening of tender, the same will be opened on the next working day at the scheduled time.

3.11 Trustees reserve the right to verify the submitted copies of documents / credentials with the original documents.

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

3.13 Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his ability to bind the bidder. The Power of attorney 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.

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

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

3.16 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.

3.17 Kolkata Port Trust may ask further documents related to experience of similar works for verification if they are not satisfied with the submitted documents. If the work order(s) and Performance Certificate (s) submitted by the bidder are found to be improper, the tender offer will be liable for cancellation.

3.18 Kolkata Port Trust reserves the right to ask any one of the bidders, who have submitted their price quotations, to submit a break-up of the submitted prices with adequate justification to establish for each such component, failing which or if their

justification of prices are found unacceptable to KoPT, their Tender may be cancelled by Kolkata Port Trust .

3.19 Chief Hydrographer, Marine Department or his representative may convene meeting with the bidder with seven days prior notice which the bidders will have to attend, failing which decisions of the Chief Hydrographer, Marine Department taken unilaterally will be final and binding on the bidder.

3.20 The General conditions of contract of KOPT shall be applicable wherever relevant.

3.21 NSIC registered firms in relevant categories (under single point registration scheme) are exempted from depositing cost of Tender Document & Earnest Money Deposit. Documentary evidence must be submitted in Part – I (Techno-Commercial bid) of their offer for claim of such exemption otherwise their offer will be rejected.

4. EARNEST MONEY DEPOSIT (EMD):

a) An amount of **Rs.3280** (Rupees Three Thousand Two Hundred Eighty only) shall be submitted as Earnest Money Deposit by Banker's Cheque/Bank Draft/ Pay Order payable to "Kolkata Port Trust" and payable at Kolkata. Bids not accompanied by EMD are liable to be rejected.

b) Earnest Money of unsuccessful bidders will be refunded within 2 months of opening of the price bid or on finalization/acceptance of tender, whichever is earlier without interest.

c) Earnest Money of successful bidder will be returned without any interest after servicing of 04 nos. liferafts and renewal of their respective HRUs with certificates from statutory authorities.

d) The documents submitted 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.

e) If any tenderer withdraws his tender before 180 days from the date of opening of the Techno-commercial Bid of the tender, the Earnest Money Deposit will be forfeited by the Trustees.

f) Tender without the Earnest Money or depositing the Earnest Money in a manner other than what has been stipulated here-in-before or for an amount less than the specified amount would be considered as invalid tender and would be summarily rejected.

5.0 SECURITY DEPOSIT

5.1 Successful bidder will submit Security Deposit for a sum equivalent to **10% of the total evaluated value** of the tender, as accepted by KoPT, in Demand Draft or in the form of Bank Guarantee as per the format provided in GCC in favour of 'Kolkata Port Trust' from a National/Scheduled Indian Bank with branch at Kolkata In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata Branch of such Bank shall

confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court. In case of Bank Guarantee, the same shall remain valid for 3 months after the final expiry of the contract. The Security Deposit will be released within 60 days after successful completion of the contract period.

5.2 The Director, Marine Department 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.

5.3 After the issuance of 'Letter of Intent', Security Deposit will have to be submitted within 10 working days and formal agreement is to be executed as per format provided in GCC. Work order will be issued immediately after.

6.0 **PRICING OF THE BID** : The Bid shall be quoted as per format of Price Bid excluding GST.

6.1 Validity of Price Bid:

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

6.2 Duties and Taxes:

The prices quoted shall be exclusive of any statutory levies and/or other charges levied by any Central/ State/local authorities which shall be paid extra at applicable rates at the time of supply of goods/services.

- Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- The Supplier/ Service Provider agrees to comply with all applicable GST laws, including GST acts ,rules, regulations, procedures, circulars & instructions thereunder applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier/ Service Provider and details available with Kolkata Port Trust, then payments to Supplier/Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account and is finally available to Kolkata Port Trust in terms of GST laws and that the credit of GST so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.
- Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to Kolkata Port Trust for the fault of supplier shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.
- Supplementary invoices/Debit note/credit note for price revisions to enable Kolkata Port Trust to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.

The purchase order/ work order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment

7.0 Bid Opening

7.1 Part – I: Technical and Commercial aspects

One representative of each bidder with appropriate authorisation letter will be allowed during the opening of the bid.

7.2 Part – II: Price Bid

Price bid of only those bidders, whose technical and commercial part are complete and acceptable, shall be opened on a suitable date to be intimated beforehand.

8.0 Evaluation and comparison of bids

8.1 The bid will be evaluated based on the filled-in technical and commercial formats which have been submitted.

8.2 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 will not open the price part of the offer (Part-II) of the bidders whose Technical and Commercial aspects in their offer are not acceptable or incomplete.

8.3 The Bids received and accepted will be evaluated by method indicated in this Price Bid.

9.0 Signing of the contract

On placement of work order, 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 attached with tender conditions, GCC, amendments etc. Duly signed on each page at the earliest.

9.1 INTERPRETATION OF TERMS

In the contract and specification the following works and expressions that have the following meanings:

THE TRUSTEES - The expression "THE TRUSTEES" means the Board of Trustees of the Port of Kolkata.

THE DIRECTOR MARINE DEPARTMENT – The expression "THE DIRECTOR MARINE DEPARTMENT" means the office holding that post under the Trustees and includes his successors in office.

THE ENGINEER – The expression "THE ENGINEER" means the Chief Hydrographer , Marine Department, for the purpose of this contract only.

THE ENGINEER'S REPRESENTATIVE - The expression "THE ENGINEERS REPRESENTATIVE" means any officer or person from time to time deputed by the Trustees or Chief Hydrographer, Marine Department to act on their behalf for the purpose of this contract.

10. SCOPE OF WORK:-

04 nos. Inflatable Liferafts are to be serviced and 04 nos. respective HRUs are to be renewed by D.G.Shipping approved firms.

10.1 Details of liferafts, each having a capacity of 20 persons, are as follows which may be inspected by the interested firm on board M.V.Sarojini at K.P.Docks prior to submission of quotations :-

Equipment	Make	Sl. No.	Dt. Of manufacture	Emergency pack type
Inflatable Life Raft	Eurovinil Spa	Z/79962086	10-1998	SOLAS –B
Inflatable Life Raft	Viking	N 070999	09-1999	SOLAS –B
Inflatable Life Raft	Viking	N 090999	09-1999	SOLAS –B
Inflatable Life Raft	DSB	51436	08-1998	SOLAS –B

The proposed work will include but not be restricted to the following: -

- (a) At a time, 02 nos. liferafts will be given for servicing, which have to be collected from the ship M.V.Sarojini at No.13 /14 berth, K.P.Docks and to be delivered on board on completion of work within 45 days. Liferafts are required to be surveyed and certified as per I.V. Act. Original certificate from the statutory authority are to be provided.
- (b) All transportation costs towards the collection of 04 nos. liferafts from the ship and delivery of same after servicing and supplying 04 nos. new HRUs onboard the ship are the responsibility of the contractor.
- (c) The work to be completed within 3 months of placement of work order.

11. Payment:

Payment will be made on produce of final bill after successfully completion of servicing and delivery of 04 nos. Life Raft and supply of 04 nos. HRU on board along with certificate issued from statutory Authority.

12. DELIVERY / REDELIVERY of the Liferafts and HRUs will be on board M.V.Sarojini at No.13 / 14 berth K.P.Docks.

13. INDEMNITY

13.1. The Contractor shall indemnify KoPT and hold against all claims and liabilities as provided in the special conditions of contract.

13.2. Notwithstanding anything in this contract to the contrary, it is agreed that neither the Contractor nor the KoPT be held liable to the other party for loss of production, loss of profits, loss of use or any other indirect or consequential damage.

13.3. The Contractor shall indemnify the KoPT during the various stages of execution of the contract, regarding damages, loss of, or injury to, death of –

1. Third Parties
2. Contractor's facilities and equipment
3. Contractor's personnel (including its Sub-Contractors)
4. KoPT's facilities and equipment, including the goods supplied under this contract
5. KoPT's Personnel

14. LIQUIDATED DAMAGE

In the event of the works not being completed in terms above, Chief Hydrographer shall be at liberty (in each such case) to deduct from any sum or money then due or to become due to the Contractor as and for Liquidated Damages @ ½% of the Contract Price per week or pro rata for each day of the week subject to a ceiling of 10% (Ten) of the Contract Price that such completion of delivery and acceptance as aforesaid shall be delayed beyond the respective dates fixed by this Clause. PROVIDED ALWAYS that if the representatives shall certify in writing that such delay or any portion thereof has arisen either in connection with works of the Contractor or their authorized Subs-Contractors from a general strike or sectional strike of workmen or other general or sectional disputes of workmen or employers or combinations of workmen and employers or accidental fire or destruction of the Contractor's or authorized Sub-Contractors' works or from Act of God or other causes which in the opinion of the representative were unavoidable and could not be foreseen or overcome by the Contractor then and in such cases the Trustees shall have power to extend accordingly the time fixed for completion

15. TERMINATION FOR DEFAULT

15.1 The KoPT may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor terminate the contract in whole or in part –

If the Contractor fails to deliver any or all of the services and equipments within the time period specified in the contract, or any extensions thereof granted by the KoPT pursuant to Clause 15 or

If the Contractor fails to perform any other obligation (s) under the contract and if the Contractor, in either of the above circumstances does not cure its failure with a period of Ten (10) calendar days (or such longer period as the KoPT may authorize in writing) after receipt of notice of default from the KoPT specifying the nature of the default (s).

15.2 In the event of the KoPT terminating the contract in whole in part pursuant to Clause 16 above, the KoPT may procure or obtain, upon such terms and in such manner as it deems appropriate, services and equipments similar to these undelivered, and the Contractor shall be liable to the KoPT for any excess costs for such similar services and goods. Notwithstanding the above, the Contractor shall; continue performance of the contract to the extent not terminated.

16. TERMINATION FOR INSOLVENCY

The KoPT may at any time terminate the; contract by giving written notice to the Contractor without compensation to the Contractor, if the Contractor become bankrupt or otherwise insolvent. Notwithstanding the above, such termination will not prejudice or affect any right of action for remedy which has accrued or will accrue thereafter to the Kolkata Port Trust.

17. RESOLUTION OF DISPUTES

The KoPT and the Contractor shall make every effort to resolve amicably by direct negotiation any disagreement dispute arising between them under or in connection with the contract, failing which the matter may be referred to an Arbitrator to be chosen by Chairman, KoPT from the list of empanelled Arbitrators of KoPT in accordance with Indian Arbitration Act, 1940 or a statutory modification or enactment in force from time to time.

In case of order with Government of India Undertaking, all cases of disputes shall be referred to Bureau of Public Enterprises.

Execution of the order shall be continued by the Supplier during the tendency of arbitration proceedings unless otherwise directed in writing by the Kolkata Port Trust.

The venue for arbitration shall be Kolkata (India).

18. APPLICABLE LAW

The contract shall be governed by an interpreted in accordance with the laws of the land, i.e. Kolkata, India. All Court cases if arising out of the contract shall be referred to Kolkata High Court at Kolkata.

19. FORCE MAJEURE

19.1 In the event of the Contractor or any of its Sub-Contractors, or the Kolkata Port Trust is delaying in performing any of its respective obligations under the contract, and such delay is caused by Force Majeure, including war, civil insurrection, fires, floods, epidemics, earthquakes, quarantine restrictions and freight embargoes, such delay may be excused as provided in Clause 15 and the period of such delay may be added to the time of performance of the obligation delayed.

19.2 If a Force Majeure situation arises, the Contractor shall promptly notify the KoPT in writing of such Condition and the cause thereof. Unless otherwise directed by the KoPT in writing, the Contractor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

20. ASSIGNMENT

The Contractor shall not assign, in whole or in part its obligations to perform under the contract except with the Kolkata Port Trust's prior written consent.

21. CONTRACT LANGUAGE

23.1. The contract shall be in English language and all documentation related hereto will also be in English Language.

The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

21.2. The Contractor shall bear all India /Corporate Tax and Personal and other Income taxes levied or imposed on this contract as per provisions of the India Income Tax act 1961 or any amendment thereof. It is the responsibility of the Contractor to submit to the concerned Income Tax Authorities the return and other connected documents required for the purpose.

The Contractor may note that if there any Tax deductible at source as per Indian Income Tax Laws, the same will be deducted from the bill before releasing any payment.

22. HEADINGS

Headings, whether of Clause or other part of the contract, are for reference only and are not to be construed as part of the contract.

ANNEXURE – C

Tender No.:- MRN/CH/ Sarojini/297A

List of enclosed formats:

Format of Agreement- Annexure I

Format of Indemnity Bond- Annexure II

ANNEXURE – I

FORMAT OF AGREEMENT
Rs.50/- STAMP PAPER

AGREEMENT FOR **SERVICING OF 04 NOS. INFLATABLE LIFERAFTS AND RENEWAL OF THEIR 04 NOS. RESPECTIVE HRU.**

This Agreement made on the _____ day of _____ 2017 between the Board of Trustees for 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 assignees or successors in office) of the other part.

WHEREAS the Trustees are desirous that the work of **SERVICING OF 04 NOS. INFLATABLE LIFERAFTS AND RENEWAL OF THEIR 04 NOS. RESPECTIVE HRU** should be carried out by the Contractor and the Contractor has agreed to undertake the work at their quoted price and as accepted by Kolkata Port Trust

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 Tender Document issued while inviting this Tender.
2. The following Documents shall be deemed to Form and be read and construed as part of this Agreement, viz. :-
 - 2.1. The Tender Document and acceptance of the Tender as per terms and conditions finalised and accepted by both parties prior to opening of the Price Bid submitted by the Contractor.
 - 2.2 The Trustees General Conditions of Contract, unless superseded by documents identified in 2.1 above.
 - 2.3 The price Bid as submitted by the Contractor and as accepted by the Trustees.
 - 2.4 The Work Order No _____ dated _____.
 - 2.5 All correspondence and minutes of meetings by which items 2.1 to 2.4 is added, amended, varied or modified in any way by mutual consent.

In consideration of the payment to be made by the Trustees to the Contractor as herein after mentioned, the Contractor hereby covenants with the Trustees to do the **SERVICING OF 04 NOS. INFLATABLE LIFERAFTS AND RENEWAL OF THEIR 04 NOS. RESPECTIVE HRU** as

per conditions and scope of work and to the order of the Trustees in conformity in all respect with the provision of the contract.

3. The Trustees hereby covenants to pay the contractor in consideration of the satisfactory execution of the contract as per contract price schedule at the times and in the manner prescribed in the contract.

In witness whereof the Trustees have caused their Common Seal to be hereunto affixed and the Contractor has hereunto set it's hand and seal the day and year first above written.

The Common Seal of the Trustees
for the Port of Kolkata was hereunto
affixed in the presence of

**Chief Hydrographer
Marine Department**

AUTHORISED SIGNAGURE OF CONTRACTOR

Common Seal of
Contractor

WITNESSES :-

1. _____

2. _____

The Common Seal of the Trustees
for the Port of Kolkata was hereunto
affixed in the presence of

ANNEXURE-II

On Rs. 50/- (Rupees fifty) Non-Judicial Stamp Paper

INDEMNITY BOND

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

2. WHEREAS, the said Kolkata Port Trust had asked every tenderer, who is not covered under Employees' State Insurance (E.S.I.) Act or exempted, to furnish an Indemnity Bond in favour of Marine Department, Kolkata Port Trust against all damages and accidents to the Labourer of the Tenderer/Contractor.

3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Tenderer/Contractor named herein above shall indemnify the Kolkata Port Trust against all damages and accidents occurring to the Labourers of the Tenderer/Contractor as demanded by the Kolkata Port Trust and which shall be legal and / or claimed by the Kolkata Port Trust during the execution of the work stated in the NIT No. _____ dt _____.

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

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

Sureties

Signature of the Indemnifier

1 Signature

Name:-

Address

2 Signature

Name:-

Address

3 Witness

Signature

Name:-

Address

Tender No.:- MRN/CH/ Sarojini/297A**FORMAT OF PRICE BID****FOR****SERVICING OF 04 NOS. INFLATABLE LIFERAFTS AND RENEWAL OF THEIR 04 NOS. RESPECTIVE HRU.****BILL OF QUANTITY**

Sl. No.	Work Description	Cost per unit	Total cost for 4 units	Remarks
1	Servicing of Lifterafts	Rs. (In Words)	Rs. (In Words) A	The cost should be inclusive of fees for Surveyor, taxes and duties except for GST
2	Renewal of HRUs	Rs. (In Words.....)	Rs. (In Words) B	The cost should be inclusive of fees for Surveyor, taxes and duties except for GST
3	GST	Rs. (In Words.....)	Rs. (In Words.....)	
TOTAL =			Rs. (In Words.....)	

Total evaluated price for servicing of 4 liferafts and renewal of 4 nos. respective HRUs**(A+B) = Rs.****(Rupees.....only.)..... (C)**Evaluation of offer will be made on the basis of $A+B=C$

1. GST will be paid extra on actual and shall not be considered for evaluation of the bids.
2. Taxes and Duties presently applicable should be indicated separately both in percentage and amount including GST.

Date Permanent Account Number
IncomeTax**Signature of Tenderer**