

Tender Notice No. Hyd/8156.II /73

Date: 17.01.2018



KOLKATA PORT TRUST

Hydraulic Study Department

20, Garden Reach Road,

Kolkata -700043

Phone : + 91-33-2409-3031/ 2409-3032

Fax : + 91-33-2409-3036

Website: www.kolkataporttrust.gov.in

WORK TITLE: “Operation and comprehensive maintenance of the Generator Set for VTM station at Jawahar Tower, Haldia Township, as and when required round the clock including supply of diesel oil, lubricant, spares etc.” for a period of 2 (two) years.

E-Tender in two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide agency/ contractor of repute with experience of having performing satisfactorily such type of job as per Prequalification criteria as stipulated in Tender Document for the above work. The intending bidders are requested to visit Haldia VTM station to assess the work, environment etc. with permission from Electronics Instrumentation Engineer (E.I.E.), Hydraulic Study Department, 20 Garden Reach Road, Kolkata – 700 043, on any working day during office hours. Bid Document will be available from MSTC website. Corrigendum or clarifications, if any, will be hoisted on the website of www.mstcecommerce.com

Bidders will have to participate in bidding process through website www.mstcecommerce.com only.

(M. N. Ray)

Chief Hydraulic Engineer (I/C)

SCHEDULE OF TENDER (SOT)

a. TENDER NO.	Hyd/8156.II/73 DT. 17.01.2018
b. MODE OF TENDER	<p>e-Procurement System (Online Part I – Techno-Commercial Bid and Part II – Price Bid) through www.mstcecommerce.com/eprocurement KoPT of MSTC Ltd.</p> <p>The intending bidders are required to submit their offer electronically through e-tendering portal. No physical offer (hard copy) is acceptable by KOLKATA PORT TRUST.</p>
c. E-Tender No.	KoPT/Kolkata Dock System/HSD/17-18/ET/537
d. Availability of NIT in website	From 17-01-2018 to 08-02-2018 (Upto 14:00 hours)
e. Pre-Bid Meeting date & Time	The Pre-Bid Meeting will be held on 30.01.2018 at 12:00 hrs. at Hydraulic Study Department, Kolkata Port Trust, 20 Garden reach Road, Kolkata – 700 043.
f. Pre-Bid Meeting closing date & Time	30.01.2018 at 16.00 hrs.
g. i) Estimated Cost Of Work ii) Earnest Money Deposit iii) Cost of Tender	<p>Rs. 12,53,000.00 (Rupees Twelve Lakh Fifty Three Thousand) only</p> <p>The intending bidders should submit Earnest Money of Rs. 25,100.00 (Rupees Twenty Five Thousand One Hundred) only to KoPT as per NIT, otherwise their offer will be summarily rejected.</p> <p>The intending bidders should submit the tender document cost of Rs. 1,500/- (Rupees One Thousand Five Hundred) only (non-refundable) separately to KoPT as per NIT, otherwise their offer will be summarily rejected.</p>

iv) Transaction Fee	Rs. 740/- (Including other charges & GST @18) Payment of Transaction fee by NEFT/ RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Annexure –A)
h. Last date of submission of EMD & Bid Document fee at Kolkata Port Trust Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.	08-02-2018 upto 14.00 Hrs. at Hydraulic Study Department, Kolkata Port Trust, 20 Garden Reach Road, Kolkata-700043 <u>Three working days before the last date of closing of online bidding for the e-tender.</u>
i. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/	02-02-2018 (From 12.00 hours onwards)
j. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	08-02-2018 (Up to 2:00 P.M.)
k. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Date of opening of Part II (i.e. Price Bid) will be informed separately	08-02-2018 (at 3:00 P.M.) In case of General strike / Bandh or unprecedented cease work, the time of opening of the bids will be automatically extended to 3:00 P.M. of the next working day of KoPT.

List of Annexures

Important Instructions for E- procurement	:-	Annexure - A
Commercial Terms & Conditions	:-	Annexure - B
Techno Commercial Bid (Part-I)	:-	Annexure - C
List of Scanned Documents required to be uploaded	:-	Annexure - D
Price Bid (Part-II)	:-	Annexure – E

Annexure -A

Important instructions for e-tender

This is an e-procurement event of KOLKATA PORT TRUST. Bidders are requested to read the terms & conditions (Annexure- B) of this tender before submitting your online tender.

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 Technical Bid as well as Commercial Bid over the internet. 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 TECHNICAL 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/Govtdepts → Select KoPT Logo → 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>In case of any clarification, please contact KoPT/ MSTC, (before the scheduled time of the e-tender).</p> <p>Contact person (Kolkata Port Trust):</p> <p>Shri M. K. Paul, EIE – mkpaul@kolkataporttrust.gov.in</p> <p>Contact person (MSTC Ltd):</p> <p>1. Shri S Mukherjee, DM(e-Commerce) – smukherjee@mstcindia.co.in 2. Ms S Maity, AM(e-Commerce) – smaity@mstcindia.co.in</p> <p><u>Google hangout ID- (for text chat)- mstceproc@gmail.com</u></p>
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	<p>B) System Requirement:</p> <ol style="list-style-type: none"> Windows 7 or above Operating System IE-7 and above Internet browser. Signing type digital signature Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system. <p>To disable “Protected Mode” for DSC to appear in The Signer box following setting may be applied.</p> <ul style="list-style-type: none"> Tools=> Internet Options =>Security => Disable protected Mode if enable- i.e., Remove the tick from the tick box mentioning “Enable Protected Mode”. Other Settings: <p>Tools => Internet Options => General => Click On Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.</p> <p>To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)</p>
2.	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/..... Tenders will be opened electronically on specified date and time as given in the Tender.</p>
3.	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>
4.	<p>Special Note towards Transaction fee:</p> <p>The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The bidder shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendors shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the Bidder shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p><u>Transaction fee is non-refundable.</u></p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><u>NOTE</u></p> <p>Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5.	<p>Information about tenders / corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>

6.	E-tender cannot be accessed after the due date and time mentioned in NIT
7.	<p>Bidding in e-tender:</p> <ol style="list-style-type: none"> Bidder(s) need to submit necessary EMD, Tender fees and Transaction fees (If ANY) 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 successful / unsuccessful bidder(s) will be refunded by KoPT as per of clause 3.4, 3.5 of latest G.C.C. of KoPT The process involves Electronic Bidding for submission of Technical and Commercial Bid. The bidder(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →Psu/Govtdepts→ Login under KOPT→My menu→ Auction Floor Manager→ live event →Selection of the live event The bidder should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/ Commercial specification and save the same. After that clicking on the Technical bid. If this application is not run then the bidder will not be able to save/ submit his Technical bid. After filling the Technical Bid, bidder should click ‘save’ for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then bidder should click on “save” to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the bidder can click on the “Final submission” button to register their bid. Vendors are instructed to use <i>Attach Doc button</i> to upload documents. Multiple documents can be uploaded. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. 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. The successful bidder shall be called hereafter CONTRACTOR.

	<p>k. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l. KoPT reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>m. 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.</p> <p>n. 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.</p>
8.	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9.	No deviation to the technical and commercial terms & conditions are allowed.
10.	Kolkata Port Trust (KoPT) has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11.	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website of www.mstcecommerce.com/eprochome/kopt of MSTC Ltd.
12.	The bidders must upload all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the tender shall not be considered.
13.	The bid will be evaluated based on the filled in technical & commercial formats.
14.	Bidders are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.
15.	The documents uploaded by bidder(s) will be scrutinized. In case 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.
16.	Necessary addendum/ corrigendum (if any) of tender would be hosted in the e-tendering portal of M.S.T.C.

Annexure –B

Commercial Terms & Conditions

SL. NO.	TERMS
1	Mere participation in e-tender will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.
2	Due date of submission of tender will not be extended under any situation.
3	The Terms and Conditions of E-Tender shall be read in conjunction with the General Conditions of Contract (available in KoPT website→ Rules & Regulations→ Non-service Regulations), Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.
4	The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract of Ko.P.T. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Chief Hydraulic Engineer, KOLKATA PORT TRUST, thereon shall be final and binding upon all parties.
5	The Trustees also reserve the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders before opening of the price bids.
6	The Trustees are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.
7	The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Calcutta.
8	Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.
9	Bidders are advised to visit the site of work prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions etc. before submission of the e-tender. He may contact the Chief Hydraulic Engineer or his authorized representative at his office at 20, Garden Reach Road, Kolkata -700043 in this regard. Non compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.

10 **VALIDITY :**

The tender shall remain open/ valid for acceptance for a period of **4 months** from the date of opening of techno-commercial bid. Chief Hydraulic Engineer or his authorised representative may ask the bidders to extend the validity of their offer if situation demands so subsequently.

If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.

11 During Techno-Commercial Evaluation, i.e. evaluation of Part-I tender, an offer shall be considered non-responsive in case it : -

- (i) is not accompanied by requisite earnest money,
- (ii) is not accompanied by requisite tender paper cost,
- (iii) validity of the offer is less than tender stipulation,
- (iv) it does not meet the Qualification Criteria as stipulated in the NIT,
- (v) the bidder submits conditional offer/ impose own terms and conditions/ does not accept tender conditions completely/ offer or tender if submitted with any deviation from the tender terms & conditions.
- (vi) if the tender is conditional,
- (vii) if all the documents required as per NIT are not uploaded.

In addition to above, a bidder may be disqualified if —

- a) The bidder provides misleading or false information in the statements and documents submitted.
- b) Record of unsatisfactory performance during the last seven years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delay in completion or financial bankruptcy etc.

The decision of Kolkata Port Trust in this regard shall be final and binding on the Bidder.

12 Security deposit: Security deposit @ 10% will be deducted from every bill of every month and it will be released at the end of contract period without any interest. Otherwise B.G. of equivalent of the total contract period can be submitted at the beginning of the contract period.

13 In the event of the successful bidder failing to execute the order within the stipulated period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order be cancelled at the option of the Trustees’.

14 The bidder shall quote his price as per the Bill of Quantities in the Price bid (Part-II)

- 15 The Bidder shall state clearly his quoted rates both in figure & word.
- 16 Orders may be placed in full/part to the lowest bidder.
- 17 Price(s) to be quoted should remain firm over the contract period.
- 18 All taxes & duties, if any are deemed to be included in the quoted rate except Goods and Service Tax (**GST**) as applicable.
- 19 EVALUATION CRITERIA: As mentioned in the BOQ.
- 20 PAYMENT: As per Tender document, Annexure -C.
- 21 Location: As per Tender document.
- 22 Time of Completion: As per Tender document. Annexure -C.
- 23 JURISDICTION OF COURT :
The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Kolkata.
- 24 Micro & Small Enterprises (MSEs) registered with NSIC
- i) 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 or DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.
- ii) 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 will not be considered.
- iii) Copy of valid NSIC Certificate for MSEs or DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
- 25 EARNEST MONEY: **Rs. 25,100/-** (Rupees Twenty Five Thousand One Hundred) Only
- 26 BID DOCUMENT FEE : **Rs. 1,500/-** (Rupees One Thousand Five Hundred) Only
- E-Tenderers submitted without requisite Earnest Money and bid document fee are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) for items for which the tender is invited.
- 27 EMD and Bid document fee to be submitted physically before the tender opening date in an envelope making **EMD & Bid document fee** superscribing the e-tender number on the envelope at Hydraulic Study Department, Kolkata Port Trust, 20, Garden Reach Road, Kolkata – 700 043.

Annexure –C

NOTICE INVITING TENDER

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

➤ Name of work	:	“Operation and comprehensive maintenance of the Generator Set for VTM station at Jawahar Tower, Haldia Township, as and when required round the clock including supply of diesel oil, lubricant, spares etc.” for a period of 2 (two) years.
E-Tender No	:	KoPT/Kolkata Dock System/HSD/17-18/ET/537
Estimated Cost	:	Rs. 12,53,000.00 (Rupees Twelve Lakh Fifty Three Thousand Only)
Period of Execution	:	As per acceptance of work order
Earnest Money	:	Rs. 25,100.00 (Rupees Twenty Five Thousand One Hundred Only)
Period of Download of E-Tender (Both Days Inclusive)	:	17-01-2018 to 08-02-2018 (UPTO 14:00 HRS.) (Bid document will be available on MSTC Website). Bidders will have to participate in bidding process through website www.mstcecommerce.com only.
Date and Time for pre-bid meeting & site visit	:	The Pre-Bid Meeting will be held on 30.01.2018 at 12:00 hrs at Hydraulic Study Department, Kolkata Port Trust, 20 Garden Reach Road, Kolkata – 700 043. The decision/ amendment/ clarification, if any, made in the pre-bid meeting will be published in the website which will be the integral part of the tender and will be binding to all bidders and contractor.
Last date of submission of e-tender and opening of Cover - I of the tender	:	08-02-2018 Submission Up to 14:00 hrs. Opening After 15:00 hrs.

Cost of Tender Document (Non-refundable)	:	Rs. 1,500.00 (Rupees One Thousand Five Hundred) Only.
➤ Contact Person.	:	Sh. M. K. Paul, Electronics Instrumentation Engineer e-mail: mkpaul@kolkataporttrust.gov.in

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.

PRE-QUALIFICATION CRITERIA : -

The prequalification criteria will be as follows and the bidder is required to upload the scanned copy of the following documents as part of its Techno-commercial bid:

1. The intending bidder must have experience of having successfully completed similar type of work like Operation and maintenance of such type of Generator sets, alternator, electrical accessories etc during the last 7 (seven) years ending last day of month previous to one in which NIT is invited should be either of the following:

Either **(i) 03 (Three)** similar satisfactorily completed such type of work costing not less than the amount equal to **40% of Estimated cost** in each occasion.

Or (ii) 02 (Two) similar satisfactorily completed such type of work costing not less than the amount equal to **50% of Estimated cost** in each occasion.

Or (iii) 01 (One) similar satisfactorily completed such type of work costing not less than the amount equal to **80% of Estimated cost** in each occasion.

2. The Average Annual Financial Turnover of the bidding firm during the last three years, ending on **31-03-2017**, should be at least **30% of Estimated cost**.

3. Work experience as a sub contractor **shall not be** considered as the requisite qualification.

4. Credential in the form of copies of Letters of Award of works along with corresponding Completion Certificates from owner to justify that the intending bidder satisfies the above mentioned pre-qualification criteria.

5. Scan copy of the following documents to be uploaded :-

- i) GST registration certificate.
- ii) Valid Trade Licence.
- iii) Valid Professional Tax Clearance. Certificate/ up to date tax payment challan.
- iv) Proof of processing valid Employees' Provident Fund (EPF) Account. PF Registration Certificate.
- v) Proof of being registered with Employees' State Insurance Corporation (ESIC), ESI Registration Certificate.

- vi) Credentials in the form of copies of Letters of Award of Works along with corresponding completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- vii) Last three years balance sheet and profit & loss account in support of Annual Financial turnover (i.e. **2014-2015, 2015-2016 and 2016-2017**) and the same should be audited as **per relevant norms wherever required.**
- viii) Addendum/ Corrigendum/ Notice/ Extension Notice issued etc (if any) duly signed by the Bidder under office seal.
- ix) Certified copies of PAN Card.
- x) Valid electrical contractor licence issued by the Directorate Electricity, Govt. of West Bengal.
- xi) Electrical Supervisor holding valid Electrical Supervisors' Certificate of competency issued by the licensing Board (Electrical) Govt. of West Bengal.
- xii) Valid licenses of the operator/ electricians and assistants issued by the competent authority to be deployed for the subject work.
- xiii) Bank Draft/ Pay order etc. regarding EMD & Bid document fee/ NSIC/ DIC Registration Certificate.
- xiv) Form A duly filled in.
- xv) Self declaration of the bidder that the Bidding Firm has not been debarred/ de-listed by any Govt./ Quasi Govt./ Public Sector undertaking in India.
- xvi) Self declaration of the proprietor/ partner(s)/ authorised signatory of the bidding firm (in the case of proprietorship firm/ partnership firm/ limited company, as the case may be) that the bidder is / are not associated with any other firm bidding for the same work.

6. The selected agency will have to give warranty for maintenance of such Generator sets, alternators, electrical accessories etc. for the contractual period of two years.

SCOPE OF WORK:

Hydraulic Study Department, Kolkata Port Trust (KoPT) installed and commissioned Generator set of capacity 20 KVA, air cooled Make Kirloskar, Model HA-394-I along with all accessories at Haldia VTMS station, Jawahar Tower, Haldia Township, Purba Midnapur for round the clock power backup for uninterrupted VTMS operation. Offers for monthly charges for a period of two years are invited for manning and operation. Bidders are requested to inspect the site and Gen. Set before submission of their offer.

I. Generator operation:

- a. Operating hours round the clock as and when required during non-availability of proper power supply from WBSED. Gen Set will be normally on "stand-by mode". Operation to be done during the mains power failure/ fluctuation in voltage/ frequencies/ other abnormalities in the mains supply at any time for VTMS functioning round the clock as the case may be.
- b. Experienced engine operator should be available round the clock at Haldia VTM station at risk and responsibility of the contractor. No accommodation will be provided

for the personnel for duty. However, seating arrangement will be provided during duty hours.

- c. The offer should be quoted for the least number of personnel required for operation the Gen. set. as above inclusive of licentiate operator for operating the Gen. set as required. The rules, regulation issued by the appropriate competent authority is to be followed. KoPT is not liable for any violation of prevailing rules, regulation etc. whatsoever.
- d. Prices for operation and maintenance with the cost of fuel (Diesel & Lubricant)/ hour run or part thereof, including overhauling charges etc. may be indicated.

II. Maintenance:

Preventative day-to-day routine maintenance of the Gen. Set along with all accessories, electrical on a regular basis are to be done including :

- a. Renewal of all leaking joints etc.
- b. Oiling & Greasing of all necessary parts and any other maintenance work as deemed necessary from time to time for such Gen. Set for uninterrupted operation.
- c. The operator of the D.G. set should have valid license, if required to have knowledge of Electrical/ Mechanical work to rectify the defects of electrical connections and mechanical assembly.
- d. The offer should be valid for at least 24 months which may be extended for further terms at the discretion of Kolkata Port Trust.

In case of absence of any of the categories, arrangements for the replacement of the absentees will be required to be forthwith. Suspension of operation due to negligence and absence of any of the personnel will attract compensation for damages. The amount of compensation will be determined by the Officer In-charge & will be binding to the contractor.

Penalty at rate of ½ % of the total amount per day subject to a maximum of 10%, if the work hampered. The offer should include comprehensively the charges for:

- a) Overhauling of the Gen. set/ repairing whenever required.
- b) Replacing un-working parts/ spares etc.
- c) In case of replacement of the components /spares the contractor has to submit the authenticated document. The payment on account of spares/ components etc. will be made on actual cost plus 10% handling charges, if any, of each such components /spares on certification of the Officers In-charge of the station who will also certify the overhauling of the Gen. set. The overhauling program is to be arranged without affecting the basic work of VTMS with consultation of the officer in-charge of the station.
- d) The contractor will also remain liable for proper upkeep of the generator room including the generator set during the period of the contract.
- e) The generator operator/ helper/ technician deputed for the purpose of operation and maintenance of the generator sets should report to the Executive Engineer of the station.

- f) The operator should hold a workman permit certificate and the supervisor should possess the government supervisors' license para-1, 2 and 4. The contractor should have valid electrical license.
- g) In any repair/ major break down, the generator sets are to be put back in commission on an urgent basis to avoid any disruption during operation of the system.
- h) The contractor may visit the site at Haldia VTM station, Jawahar Tower, Haldia Town Ship, Purba Midnapur on any week days during working hours for inspection of the site, generator sets and for any details. The bidders may contact Electronics Instrumentation Engineer at Hydraulic Study Department, Kolkata Port Trust, 20 Garden Reach Road, Kolkata – 700 043 for any clarification during office hours on any working day.
- i) The offer must also be accompanied by credentials of previous experience, financial resources and other testimonials that are applicable and relevant.
- j) The Earnest Money Deposit for the captioned work is Rs.25,100/- (Rupees Twenty Five Thousand One Hundred) only and to be paid in the form of Demand Draft / Pay order drawn in favour of Kolkata Port Trust. The Earnest Money will be released to the unsuccessful bidders without any interest in due course. It will be converted into part of Security Deposit in case of successful bidder as per GCC.
- k) Security deposit @ 10% will be deducted from every bill of every month and it will be released at the end of contract period without any interest. Otherwise B.G. of equivalent of the total contract period can be submitted at the beginning of the contract period.
- l) Bill of Quantity is enclosed for guidance. The bidders must inspect thoroughly the site condition and acquaint themselves with the prevailing conditions and quote their rate accordingly with no prejudice. It may please be noted that the generator set 20 KVA were installed during the year 1998.
- m) If maintenance is found not satisfactory during contract period, the contract will be liable to be terminated with a notice of one month period and Risk purchase clause will be applicable in terms of relevant clause of GCC.

1. Disparity in quoted rate/ amount:

- (i) A full priced bill of quantities duly totaled shall be submitted with the tender. A price shall be inserted against each item of the bill of quantities and these pieces shall include all manner of labour, material plant tools and all other matters necessary for the execution of the contract in accordance with the general conditions, specifications, drawing, if any, and bill of quantities.
- (ii) If it is found on examination of a tender that there is a discrepancy between the total amount inserted in the bill of the quantities and the amount arrived at by valuing the quantities set out there in and the rates and prices set against them, by the tenderer, calculation for the total amount will be made on the basis of Unit Rates multiplied by quantities. Evaluation of the tender will be done on the basis of the total price thus arrived, after subtracting Goods and Service Tax (GST), as applicable. The tender must not keep any column/ space blank in any item under BOQ, else the tender is liable for disqualification.

2. On Account Payment:

On account payment to the Contractor shall be made by KoPT on monthly basis after satisfactory completion of the work at the quoted rates in the Bill of Quantities. The terms of payment shall be accordance with Clause-6 of the General Conditions of Contract. The bills should be submitted by the contractor in quadruplicate to the Office of the Chief Hydraulic Engineer with necessary documents in original.

Subject to the availability and feasibility of system, KoPT may make payment directly to the contractor's designated bank account. For this purpose, the contractor will have to indicate (i) name of bank (ii) branch name (iii) branch code and (iv) designated account number etc require for on account payment. In case payment is made directly through bank, the contractor may be required to submit a pre-receipt as per instruction of KoPT.

3. CONTRACT LABOUR LAWS:

The contractor shall be required to comply with the minimum wages Acts 1948, Employees Liability Act, 1938, Industrial Disputed Act, 1947, and The Contract Labour (Regulation and Abolition) Act, 1970, and/or statutory amendments and the modifications thereof, any other laws relating thereto and the rules made there under from time to time.

Payment to the labourers to be made as per the minimum wage rate fixed by Chief Labour Commissioner (Central) and as per M.W.A. Govt of W.B. whichever is higher and revision from time to time.

It will be the duty of the contractor to abide by the provisions of the Act. Ordinances, Rules, Regulations, Byelaws and Procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay/ damage etc. And keep the Engineer indemnified against all penalties and liabilities of any kind for non compliance or infringement of such Acts, Ordinances, Rules, Regulations, By-laws and Procedures.

The contractor shall indemnify the KoPT against payment to be made under or for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his subcontractor.

The aforesaid regulations shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a Breach of Contract. It will be obligatory on the part of Contractor to obtain necessary Labour Licence from the Competent Authority for deploying requisite Nos. of labours in the work and submit to the Engineer-In-Charge prior to commencement of the work.

The contractor shall also be required to comply regarding work 'Workmen Compensation Act, 1923 as amended by Amendment Act No.65 of 1976'

In addition to the above, the Personal Injures (compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time are also to be complied by the contractor. The contractor shall take into account all the above said financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.

The contractor shall indicate maximum number of workmen to be engaged on any day for execution of the work in the appropriate place in the ABSTRACT FROM OF TENDER & he shall have to obtain a regular/ permanent license as per sec12(1) of the Contract Labour Act.

Further, whenever a contract work has commenced or completed , the contractor has to intimate the same to the Assistant Labour Commissioner (central)/ Labour Enforcement Officer (central) in form IV-A, within 15 days of such commencement or completion.

The contractor has to arrange for displaying the name of the Regional Labour Commissioner (central), Asst. Labour Commissioner (Central) & Labour Enforcement Officer (Central) at his worksite(s). The contractor shall inform the Principal employer the date, time & venue of disbursement to be made by him to his workers.

The successful bidder shall also be required to put up a notice at the site of work mentioning the date, time & venue of disbursement to be made by him to his workers and he or his authorized representative shall have to be present during period of disbursement.

8. COMPLIANCE WITH E.S.I., E.P.F & M.P. ACT:

The successful contractor will have to comply with provision of EPF & MP Act -1952 (along with amendments, if any), issued from time to time.

If asked for by the employer, the contractor will be required to submit photo copy of all payment challans and produce the original for verification to the representative of the principal employer.

9. INDEMNIFICATION:

The successful bidder shall be deemed to indemnify and keep indemnified the Trustees from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of any law, rules or regulations having the force of law, including but not limited to -

- a) The minimum Wages Act, 1948
- b) The payment of wages Act, 1936
- c) The workman compensation Act, 1923
- d) The employees provident fund Act, 1952.
- e) The contract labour (Regulation and abolition) Act, 1970; Rules 1971.
- f) The equal Remuneration Act 1976.
- g) The employees State Insurance Act, 1948 & Employees State Insurance (Amendment) Act, 1986
- h) Child Labour (Prohibition and Regulation) Act, 1986.
- i) The Maternity Benefits Act, 1961
- j) Interstate Migrant Workmen (Regulation Of Employment & conditions of service) Act, 1979

10. TAXES, DUTIES :

The prices quoted shall be including all statutory levies excluding GST which will be paid extra.

- 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 there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/ Service provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier/ Service provider and details available with Kolkata Port Trust, then payments to Supplier/ Service provider to the extent of GST relating to the 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 blacklisted dealer as per GSTN rating system and further no payment shall be entertained.
- GST as applicable on the amount of liquidated damage as well as other recovery i.e. damage, penalty, land rent, etc. shall be deducted from contractor's bill at applicable rates and the same will not be reimbursed by KoPT.

11. GCC of KoPT will be applicable and binding to this tender.
12. A pre-bid meeting with prospective bidders will be held at the office of the Chief Hydraulic Engineer, Kolkata Port Trust, 20 Garden Reach Road, Kolkata-700043 at 1200 hrs on 30.01.2018 the bidders or his authorized representative may attend the pre bid meeting for any clarification etc.
13. The last date and time of receipt of the tender is up to 1400 hrs on 08.02.2018. The techno commercial bids will be opened at 1500 hrs on the same date i.e. on 08.02.2018.
14. The last date of submission of tender will not be extended under any situation.
15. Instead of uploading duly signed and stamped full tender document and GCC intending bidder has to upload an undertaking stating that "I/ we have fully read and understood the entire Tender document, GCC and Addenda/ Corrigendum, if any, downloaded from under the

instant e-tender and no other source and will comply to the said document, GCC and addenda/ Corrigendum, if any.”

16. Evaluation will be made as per Bill of Quantities (enclosed) of the qualified bids.
17. The Terms and Conditions of E-Tender shall be read in conjunction with the General Conditions of Contract (available in KoPT website→ Rules & Regulations→ Non-service Regulations) and other documents forming part of this Contract wherever the Contract so requires.

Kolkata Port Trust is not bound to accept the lowest offer and reserve the right to accept any or reject all quotations without assigning any reason thereof.

Form - A

(Please fill in with permanent ink)

1. Name of the Contractor/Company:
2. Address of the Registered Office of the Contractor/Company:
3. Name and Designation of the Authorised signatory:
4. Office phone number of the Authorised Signatory:
5. Office fax number of the Authorised signatory:
6. E-mail of the Authorised signatory:
7. PAN Card Number of the Contractor (please attach photocopy of the both sides of the PAN Card):
8. Goods and Service Tax Registration Number (please attach photocopy GST Certificate)
9. Particular of work experience (one instance only- please attach photocopy):
 - a) Name and address of Client:
 - b) Name of work:
 - c) Value of work:
 - d) Time of commencement and completion of the job:

Authorised Signatory
(Company Seal)

FORM – B

(Please fill in with permanent ink)

PROFORMA OF LETTER OF ACCEPTANCE OF THE WORK ORDER

No. _____

Date _____

To
The Chief Hydraulic Engineer
Hydraulic Study Department
Kolkata Port Trust

Sub: Letter of acceptance of the work titled “Operation and comprehensive maintenance of the Generator Set for VTM station at Jawahar Tower, Haldia Township, as and when required round the clock including supply of diesel oil, lubricant, spares etc.” for a period of 2 (two) years.

Ref: Your Work Order No. _____ dated _____

Sir,

I/We agree to carry out the subject work as per terms of the Work Order under reference and in compliance to the Tender stipulations. We will commence the work from _____ (date) or as instructed by you/your representative.

Yours faithfully,

Authorised Signatory
(Company Seal)

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

CONTRACT NO

To

.....
.....
.....
.....

I/We.....
.....of

.....having
examined the site of works, inspected the Drawings and read the Specifications, General & Special Conditions of Contract and Conditions of Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rate & prices set out in the annexed Bill of Quantities withinmonth/week from the date of order to commence the work and in the event of our tender being accepted in full or in part, I/We also undertake to enter into a Contract Agreement in the Form hereto annexed with such alterations or additions there to which may be necessary to give effect to the acceptance of the Tender and incorporating such specification, Bill of Quantities, Drawings and Special & General Conditions of Contract and I/We hereby agree that until such Contract Agreement is executed the said Specifications, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the Contract.

THE TOTAL AMOUNT OF TENDER RS.

(Repeat in words)

.....

* I/We requiredays/months preliminary time to arrange and procure the materials required by the work from the date of acceptance of tender before I/We could commence the work.

(* This should be scored out in the case of Labour Contracts)

I/We have deposited with the Trustees' Financial Adviser & Chief Accounts Officer/Manager (Finance), Haldia Dock Complex vide Receipt No..... of as Earnest Money.

I/We agree that the period for which the tender shall remain open for acceptance shall not be less than four months.

Signature of Tender
(Seal of the Tenderer)

Witness :

Signature :

Name :.....

.....

(In block letters)

Address :

.....

.....

.....

.....

Occupation :

Name of the Tenderer

Dated :.....

Address :

THE BOARD OF TRUSTEES FOR THE PORT KOLKATA

FORM OF AGREEMENT

THIS AGREEMENT made this Day of201....between the Board of Trustees for the Port of Kolkata, a body corporate constituted by the Major Port Trust Act, 1963 (hereinafter called “Trustees” which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and

(hereinafter called “the Contractor, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives or successors in office) of the other part. WHEREAS the Trustees are desirous that certain Works should be executed/ constructed, viz..... and have accepted a Tender/offer by the Contractor for the construction, completion and maintenance of such works NOW THIS AGREEMENT WITNESSTH as follows :

1. In this Agreement works and expressions shall have the same meanings as are respectively assigned to them in General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be _ read and construed as part of this Agreement viz.
 - (a) The said Tender/offer & the acceptance of tender /offer.
 - (b) The General Conditions of Contract.
 - (c) Special Conditions of Contract (if any).
 - (d) The Conditions of Tender.
 - (e) The Specification.
 - (f) The Bill of Quantities.
 - (g) The Trustees’ Schedule of Rates and Price (if any)
 - (h) All correspondence by which the contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Trustees to execute, construct, complete and maintain the work in conformity in all respects with the provisions of the Contract.
4. The Trustees hereby covenants to pay to the Contractor in consideration of such execution, construction, completion and maintenance of the Works the Contract Prices at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and first above written.

The _____ Seal _____ of _____

_____ was hereunto affixed in the presence of :

Name : _____
Address _____ :

OR
SIGNED SEALED AND DELIVERED

By the said _____

In the presence of :

Name : _____

Address _____

The Common Seal of the Trustees was hereunto affixed in the presence of :

Name : _____
Address : _____

Annexure -D

Scanned copy of the following documents to be uploaded

1. Goods and Service Tax registration certificate.
2. Valid Trade Licence
3. Valid Professional Tax Clearance Certificate/ up to date tax payment challan.
4. Proof of possessing valid Employees' Provident Fund (EPF) Account. PF Registration Certificate.
5. Proof of being registered with Employees' State Insurance Corporation (ESIC), ESI Registration Certificate.
6. Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
7. Last three years balance sheet and profit & loss account in support of Annual Financial Turnover (i.e., **2014-2015, 2015-2016 and 2016-2017**) **and the same should be audited as per relevant norms wherever required.**
8. Addendum/ Corrigendum/ Notice/ Extension Notice etc. (if any) duly signed by the Bidder under office seal.
9. Certified copies of PAN Card.
10. Valid electrical contractor licence issued by the Directorate Electricity, Govt. of West Bengal.
11. Electrical Supervisor holding valid Electrical Supervisors' Certificate of competency issued by the licensing Board (Electrical) Govt. of West Bengal.
12. Valid licenses of the operator/ electricians and assistants issued by the competent authority to be deployed for the subject work.
13. Bank Draft/ Pay order etc. regarding EMD & Bid document fee/ NSIC Registration Certificate.
14. Excise Duty Registration Certificate, if applicable.
15. Form A duly filled in.
16. Self declaration of the bidder that the Bidding Firm has not been debarred/ de-listed by any Govt. / Quasi Govt. / Public Sector undertaking in India.
17. Self declaration of the proprietor/ partner(s)/ authorised signatory of the bidding firm (in the case of proprietorship firm/ partnership firm/ limited company, as the case may be) is / are not associated with any other firm bidding for the same work.
18. Undertaking stating that “ I/ We do hereby declared that I/ We have fully read and understood the entire Tender document, GCC and Addenda/ corrigendum, if any, down loaded from under the instant e-tender and no other source, and will comply to the said document, GCC and Addenda/ Corrigendum, if any”

KOLKATA PORT TRUST
Hydraulic Study Department
BILL OF QUANTITIES (BOQ)

E-Tender for:

“Operation and comprehensive maintenance of the Generator Set for VTM station at Jawahar Tower, Haldia Township, as and when required round the clock including supply of diesel oil, lubricant, spares etc.” for a period of 2 (two) years.

E-Tender No. : KoPT/Kolkata Dock System/HSD/17-18/ET/537

A. FOR Haldia VTM STATION

- A1. Monthly fixed charges for operation and regular comprehensive maintenance of the Generator sets with all accessories (mechanical and electrical) in a satisfactory manner including routine day to day maintenance, attending break down/ repair, if any, by engaging minimum number of competent personnel. Cost of spares as required will be paid as per actual. Supply of spares is solely the responsibility of the Contractor at his risk and responsibility.

Rs. Per month_____

- A2. Cost of Fuel, Lubricant etc. all inclusive for per hour run or part thereof of the referred generator set. during the contractual period.

Rs. Per hour_____

- A3. Fixed labour charges for every thorough overhauling, if required, for 20 KVA Generator set.

Rs._____

- A4. Cost of spares will be paid as per actual with other charges, etc., if any. Supply of spares is the responsibility of the Contractor at his risk and responsibility.

B. TAXES, DUTIES ETC.

- D1. Goods and Service Tax, duties etc. if any, should be clearly mentioned.

Rs. _____

NOTE –

1. The above rates will include all taxes and duties, if any except Goods and Service Tax.
2. Evaluation will be made on the basis of sum total of (A1 +A2 +A3) i.e. monthly fixed charges, cost of Fuel, Lubricant etc. all inclusive for per hour run or part thereof plus labour charges for one overhauling during the contractual period only for each station.
3. For evaluation purpose, one overhauling of the Generator set will be considered.
4. All taxes and duties etc. if any, should be clearly mentioned in a separate sheet.
5. Goods and Service Tax, if applicable, will be paid as extra, at actual, on the basis of relevant documents in this regard.
6. **Only 10% handling charge will be provided on cost of the spares/ replacement items if any etc.**

Seal of Bidder

Signature of Bidder