



**KOLKATA PORT TRUST**

**KOLKATA DOCK SYSTEM**

**DIRECTOR, MARINE DEPARTMENT**

15, Strand Road, Kolkata – 700 001

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Website: [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)

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**BID DOCUMENT**

**FOR THE TENDER**

**OF**

**SUPPLY AND OPERATION OF 1 NO. 6-7 KVA, 220 VOLTS, A.C, DIESEL GENERATOR AND  
OFF LOADING THE JOB OF LIGHT ATTENDANT (ELECTRICIAN) AT HUGLI POINT  
STATION, NURPUR FOR A PERIOD OF THREE YEARS**

**OF**

**KOLKATA PORT TRUST**

**TENDER NO. KoPT/MRN/HPT/162/18**

**JULY - 2018**

**Tender Fee: ₹ 590/- (including GST)**

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## 1.0 **NOTICE INVITING TENDER**

TENDER NO. MRN/HPT/01/18

DATED: July 08, 2018

Tenders are invited for supply, operation and maintenance of one no 6-7 KVA, 220V, AC Diesel Generator with one licensed Electrician for maintenance of electrical equipments and accessories at Hugli Point Station, Nurpur, 24 Pgs(S) for a period of three years.

**Estimated value of work for three years is Rs. 11.69 Lakhs**

**THE TENDER SUBMISSION DATE WILL NOT BE EXTENDED BEYOND THE DUE DATE**

Tenders under single stage one-part (Techno-Commercial Bid and Price Bid) **are invited for the above work from reputed, bonafide owners and suppliers having sufficient experience and resources for supply, operation and maintenance of Generator and one licensed Electrician from a single contractor who meets the pre-qualification criteria:**

**SCHEDULE OF TENDER (SOT)**

<b>Tender No.</b>	<b>TENDER NO. K6PT/MRN/HPT/162/18</b>
<b>Tender Authority</b>	<b>Director, Marine Department,</b> Kolkata Port Trust.,15, Strand Road, Kolkata-700001, Phone:033-2230 3214 / 033-22303451, Extn- 375, Fax No: 033-2231-3271 <b>E-mail: <a href="mailto:dmd@kolkataporttrust.gov.in">dmd@kolkataporttrust.gov.in</a></b> <b>Website: <a href="http://www.kolkataporttrust.gov.in">www.kolkataporttrust.gov.in</a></b>
<b>Mode Of Tender</b>	e-Procurement System. (Online one part Techno-Commercial Bid and Price Bid through CPP Portal <b><a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></b> ). The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender is acceptable by KOLKATA PORT TRUST.
<b>E-Tender No.</b>	----
<b>Estimated value of Tender</b>	<b>₹11.69 Lakhs</b>
<b>Validity of Price Bid</b>	<b>180 Days</b> from the date of opening of the Techno-commercial bid
<b>Period of Contract</b>	<b>Three (3) years</b>
<b>Date of NIT available to parties to download</b>	<b>24.07.2018. at 1400 hrs.</b>
<b>Date, time &amp; place of offline Pre-Bid Meeting</b>	<b>03.08.2018. at 1430 hrs. in the room of Dy. Chief Hydrographer</b>

<b>i) Earnest Money Deposit</b>	The bidders shall be required to deposit <b>Rs. 23,380/-</b> as Earnest Money deposit (EMD) payable to Kolkata Port Trust as per tender stipulation. The original EMD instrument shall be submitted within 3 days from the closing of online submission of tender.
<b>ii) Tender Cost</b>	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 <b>Rs. 590/-</b> (Rupees five hundred ninety) <b>(including GST)</b> as the cost towards tender document or Treasury Receipt of the deposit issued by the Treasurer, <b>Kolkata Port Trust</b> , 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. The original Banker's cheque or Pay Order or Demand Draft shall be submitted within 3 days from the closing of online submission of tender.
<b>Last date of submission of Tender Document Fee and Earnest Money(offline)</b>	<b>23.08.2018. upto 1400 hrs.</b>
<b>Date of Starting of e-Tender for submission of online bids (Techno-Commercial Bid and price Bid) at CPP Portal</b>	<b>24.07.2018. at 1400 hrs.</b>
<b>Date of closing of online e-tender for submission of Techno-Commercial Bid &amp; Price Bid.</b>	<b>20.08.2018. at 1400 hrs.</b>
<b>Date and time of opening of Part-I (i.e. Techno-commercial Bid)</b>	<b>21.08.2018. at 1430 hrs.</b>
<b>Date and time of opening of Price Bid (Part-II)</b>	<b>Bidders to be informed separately.</b>

**Note: In the event of any unforeseen closure of work/holiday on any of the above day, the same will be opened/ held on the next day without any further notice.**

Capt. A.K. Yadav

CHIEF HYDROGRAPHER  
Tender Inviting Authority

## 2.0 Important Instructions for e-Tender

Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version 8 or above, and Java 8 Update 151 or 161.

Further, bidders are requested to go through the following information and instructions available on the CPP Portal <https://eprocure.gov.in/eprocure/app> before responding to this e-tender:

- Bidders Manual Kit
- Help for Contractors
- FAQ

### *Contact persons (KoPT):*

1. Capt. A.K. Yadav, Chief Hydrographer  
EmailID: [akyadav@kolkataporttrust.gov.in](mailto:akyadav@kolkataporttrust.gov.in)

**Mobile: 9836298685**

2. Capt.P MAITRA, Commander, Hugli Point Station  
E-mail ID:- probodh [@kolkataporttrust.gov.in](mailto:probodh@kolkataporttrust.gov.in)

**Mobile: 9432673349**

### *Contact persons (CPP Portal):*

1. Shri Nazmush – Mob: 9563251950 email: [webhelpdesk@gmail.com](mailto:webhelpdesk@gmail.com)  
*See CPP Portal for contact details.*

## 3.0 Pre-qualification Criteria

1. The firm must have experience in supplying and operating successfully one such Generator

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and one licensed Electrician. Performance Certificate and work order/agreement obtained from the previous clients to be produced to establish the credibility.

2. The firm must have experience of having successfully completed similar works during the last 7 years up to May, 2018 which should be in the following manner:-

- a) 3 (three) similar completed works costing not less than. Rs. 4.68 Lakhs each;
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**Or**

- b) 2 (two) similar completed works costing not less than Rs. 5.85 Lakhs each;

**Or**

- c) 1 (one) similar completed work costing not less than Rs. 9.36 Lakhs.

**3.** Bidders must have the financial turnover during the last 3 years ending 31<sup>st</sup> March, 2017.at least Rs.3.51 Lakhs.

**4.** The firm must have the capability of supplying one such generator and one licensed electrician for operation and maintenance of generator and electrical equipments.

**5.**Claims for fulfilling the above criteria must be adequately supported by appropriate documents like work order, performance certificate from Clients, Annual Reports, Audited Balance Sheet and Profit and Loss accounts for last 3 years (i.e., 2014-15, 2015-16, 2016-17), Muster Roll, Current P.F. Challan, E.S.I. Registration, etc. The bidders should also submit documents in support of Minimum Wage Act.

#### **4.0 GENERAL CONDITIONS OF THE CONTRACT**

**4.1** General Conditions of Contract (GCC), which is available in the KoPT website for download, will form an integral part of the tender document. The tenderer shall examine carefully the General Conditions of Contract. Tender for the above work should be submitted in accordance with the Bill of Quantities as specified in this tender and in accordance with the Special Conditions of Contract & General Conditions of the Contract. The Special Condition of Contract will prevail over and above the General Conditions of Contract. Only those Clauses, Forms or Formats of the aforesaid GCC, which are not covered anywhere in this Tender Document, shall be applicable.

#### **4.2 Format and Signing of the offer document:**

- a) The offer / bid has to be entered online by the bidder using Digital Signature and Encryption. All other / supporting documents must be in indelible ink and should be signed by the person(s) duly authorised to sign on behalf of the tenderer. Such authorisation shall be indicated by written power-of-attorney. The name and position held by each signatory of the said documents must be typed or printed or sealed below the signature.
- b) The documents should contain no interlineations, erasers or over-writing except as necessary to correct the errors made by the tenderer in which case such corrections should be initialled by the person(s) signing the documents.

- c) The Tenders are to be submitted in two parts, i.e. 'Part-I' & 'Part-II'. '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. Both parts, i.e. Part-I & Part-II, are to be submitted through CPP Portal (eprocure.gov.in).
- 4.3 'Part-I' (**Techno-Commercial bid**) - Would be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness the opening of Techno-commercial Bid electronically.

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

- a. Brief particulars of the Firm.
- b. Current Trade License and GST registration certificate, Audited Balance Sheet and Profit and Loss accounts for last 3 years (i.e., 2014-15, 2015-16, and 2016-17).
- c. Details of similar work carried out by the firm with value of each work supported by authentic documents with Work order / Agreement, Performance Certificate, etc.
- d. 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.
- e. Photo Copy of PAN Card.
- f. Details of ECS like (i) Name of the Bank with Code No., (ii) Address, (iii) A/C No., (iv) Name of the Branch (IFSC Code) with MICR Code/RTGS as applicable.
- g. Original Bank Draft / Banker's Cheque / Pay Order payable to "**Kolkata Port Trust**" for **Earnest Money Deposit** as calculated in the office of the Chief Hydrographer, Marine Department physically (Addressed to Chief Hydrographer), 15 Strand road, Kolkata – 700 001 before opening of the bid. A photocopy of the same also to be uploaded in their offer in the CPP Portal. (Please refer to Clause 5.0 below for further details.)
- h. Copy of Treasury Receipt of Rs.590/-, issued by KoPT or original Bank Draft / Banker's Cheque/Pay order in favour of "**Kolkata Port Trust**" for Rs.590/- (**including GST**) as cost of **Tender Document** physically in the office of the Chief Hydrographer, Marine Department (Addressed to Chief Hydrographer) 15, Strand road, Kolkata-700001 before opening of the bid. A photocopy of the same also to be uploaded in their offer in the CPP Portal.
- i. NSIC document, if applicable, for exemption of Earnest Money Deposit and cost of Tender Document.
- j. That the bidding firm has not been debarred / de-listed by any Government / Quasi Government / Public Sector undertaking in India.
- k. The details of generator proposed to be deployed for the purpose (as per enclosed format).
- l. Letter of authority, if any.
- m. Filled up **Form of Tender** as per enclosed Proforma (Annexure – I).



- n. Copy of ESI Registration certificate. In case the firm is not covered under ESI Act or exempted, they should furnish necessary documents along with an affidavit in original affirmed before a 1<sup>st</sup> Class Judicial Magistrate in a non-judicial stamp paper worth Rs.10/- to that effect as per enclosed KoPT approved format. In addition that the Tenderer must indemnify KoPT against all damages and accidents occurring to their staff in a non-judicial stamp paper worth Rs.50/- as per enclosed format.
- o. Certificate / declaration of compliance with Minimum Wages Act.
- p. Copy of Current P.F. Statement or in case they are exempted under Provident fund Act, they would furnish necessary documents along with an affidavit affirmed before a first class Judicial Magistrate to the effect as per enclosed Proforma (Annexure – VI).
- q. A declaration that the generator is free from all encumbrances and lien.

4.4 **Part-II (Price Bid) shall be submitted as per the enclosed format without any condition or deviation.** Price bid would be opened electronically of only those bidder(s) whose Part – I (Techno-Commercial bid) are acceptable by KoPT. Such bidder(s) will be intimated the date of opening of Part – II (Price bid) through valid e-mail confirmed by them.

#### 4.5 **UNDERTAKING:**

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

**“The bidder has fully read and understood the entire Tender Document, GCC and Addenda, if any, downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC and Addenda.”**

With this there will be no necessity to upload signed bid document and GCC.

### 5.0 **INSTRUCTION TO BIDDERS**

- 5.1 The bidders **must upload** 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 uploaded which is not required as per the terms of the NIT shall not be considered.
- 5.2 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.
- 5.3 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, arranging

for the mandatory demonstration / trials or for any other expenses incurred in connection with such bidding.

- 5.4 Please note that there is no provision to take out the 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.
- 5.5 The work is to be done as described in Bid Document. 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.
- 5.6 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:-

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

- 5.7 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 Officers 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.
- 5.8 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.
- 5.9 While evaluating tenders, regard would be paid to National Defence and Security consideration.
- 5.10 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.
- 5.11 Trustees reserve the right to verify the submitted copies of documents / credentials with the original documents.

- 5.12 The Bid and any annotations or accompanying documentation shall be in English language only and in metric system.
- 5.13 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.
- 5.14 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.
- 5.15 Price Bids containing any sort of qualifying expressions will be rejected.
- 5.16 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.
- 5.17 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.
- 5.18 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 .
- 5.19 Chief Hydrographer 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 taken unilaterally will be final and binding on the bidder.
- 5.20 The General Conditions of Contract of KOPT shall be applicable wherever relevant.
- 5.21 NSIC, SME and MSE 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.

## 6.0

### **Mobilisation Time**

On placement of work order, the Generator is to be installed at Hugli Point Station and commence operation within 7 days. No separate mobilisation charges or de-mobilisation charges will be paid.

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

#### **7.0 Earnest Money Deposit:**

- a) An amount as per following table shall be submitted as Earnest Money Deposit by Demand Draft / Banker's Cheque / Pay Order to "Kolkata Port Trust" and payable at Kolkata.

Earnest Money Deposit	Rs 23,380/-
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- b) EMD of unsuccessful bidders will be refunded without interest within 2 months from the opening of Price Bid or on finalisation / acceptance of the tender, whichever is earlier. If Price Bid is opened before expiry of validity of EMD, the same will be refunded to the bidders other than L-1 bidder. EMD of L-1 bidder will only be encashed. If price bid cannot be opened for any reason before expiry date of Earnest Money, the bidder would be requested to extend the validity of the EMD Instrument within the validity period of the offer, failing which the EMD instrument would be encashed. **Tender submitted without EMD shall not be considered.**
- c) EMD of successful bidder will be returned without interest after submission of Security Deposit. In case the successful bidder fails to accept the contract or fails to submit the Security Deposit, the EMD will be liable for forfeiture. Earnest Money shall be forfeited if any tenderer withdraws or alters his offer within the validity period of the tender, making it unacceptable to KoPT. For the purpose of this provision, the validity period shall include any / all extension thereof as agreed to by the tenderer in writing. Kolkata Port Trust shall also be at liberty to deduct any of their dues from Earnest Money.
- d) **EXEMPTION:** NSIC, Small and Medium Enterprises(SME) & Micro and Small Enterprises(MSE) registered firms (under single point registration scheme) are exempted from depositing Earnest Money. Documentary evidence must be submitted in cover-I of their offer for claim of such exemption, otherwise their offers will be rejected

#### **8.0 SECURITY DEPOSIT**

- 8.1 After the issuance of Letter of Intent, Security Deposit shall be submitted within 15 (fifteen) working days. Work order will be issued immediately after receipt of Security Deposit. The contractor shall commence the work (covered in the Bid Document) as per the said work order.

- 8.2 Successful tenderer will submit Security Deposit for a sum equivalent to 10% of the total evaluated price of the tender for generator and as accepted by KoPT in demand draft or in the form of Bank Guarantee as per the enclosed format in favour of 'Kolkata Port Trust' from a National / Scheduled Indian Bank with office 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 Calcutta High Court. The Security Deposit shall remain valid for 6 months after the expiry of the contract.

However, the tenderer will also have the option to convert the EMD as a part of Security Deposit and the balance security deposit will be recovered by deduction from the progressive bills @ 10% of the gross value of such monthly bill for generator. For this purpose, the successful bidder shall submit a 'letter of consent' for adjusting the EMD as a part of security deposit.

The Security Deposit will be released within 60 days after successful completion of the contract without any interest.

- 8.3 KoPT shall encash the Security Deposit in the event the contractor fails to supply the generator and commence operation at the order of Engineer or his authorised representative, or when the contractor has defaulted for more than 30 days or when any amount is to be recovered from the Contractor as penalty or deduction and the contractor fails to remit such amount within 30 days after due notice given in this regard.
- 8.4 The Chief Hydrographer shall have the right to ask for the extension of the above Security Deposit till such time the Contractual obligations are fulfilled and the Contractor will be duty bound to extend the same as asked by Chief Hydrographer, Marine Department.

## 9.0 DUTIES & TAXES

- a. The prices quoted shall be including all statutory levies excluding GST, GST should be indicated separately in the BOQ. The summation of all item-wise total prices (excluding GST) (i.e Grand total as mentioned in BOQ ) would be the basis of evaluation.
- b. Supplier / service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- c. 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.

- d. 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.
- e. 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.
- f. 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 shall be entertained.
- g. If any new taxes and duties, increase in existing taxes and duties are imposed by the central / state government and is applicable in the contract, these shall be paid by the Trustees in addition as the same are not included in the quoted rates.

## 10.0 PRICING OF BID

- 10.1 **General:** The Bid shall be quoted in and as per format of Price Bid.
- 10.2 **Currency of Quotations:** The bidder shall indicate the prices in Indian Rupees only. The bidder shall not quote in any other currency other than Indian Rupees.
- 10.3 **Validity of Price Bid:** The Part-II (Price Bid) shall be valid for acceptance for a minimum period of 180 (one hundred eighty) days from the date of opening of Part – I (Technical & Commercial aspects) of the Bid.
- 10.4 **Interpretation of Terms**

In the Contract and specifications the following works and expressions shall have the following meanings.

“THE TRUSTEES” - The expression “THE TRUSTEES” means the Board of Trustees for the Port of Kolkata.

The “CHAIRMAN” shall mean the Chairman of the Board of Trustees for the Port Kolkata.

The “CONTRACTOR” shall mean the person or persons, firm or company or corporation or joint venture whose Bid has been accepted by “THE TRUSTEES” and includes the CONTRACTOR’S Legal Representatives, his successors and permitted Assigns.

“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, for the purpose of this contract only.

“THE ENGINEER’S REPRESENTATIVE” -The expression “The Engineer’s Representative” means any officer or person from time to time deputed by the Trustees or Chief Hydrographer to act on their behalf for the purpose of this contract.

“DAY” – means duration of 24 hours commencing at 00.00 hours midnight till 2400 hours and includes Sundays and Holidays.

The Chief Hydrographer, Marine Department from time to time may authorize any person in writing, a copy of which is to be forwarded to the contractors, any person or persons to be named by him on his behalf to exercise his powers, authorities and directions under this contract as he may think fit and proper and the contractor shall recognize, honour and give necessary assistance to such authorities in all respects.

**‘DEFICIT PERIOD’** shall mean the following:

- i) The period by which the availability of the Generator falls below the minimum guaranteed level;
- ii) The Generator does not placed for duty within fifteen minutes on receipt of order;
- iii) The period during which the Generator has been decommissioned without the approval of the Engineer.

The Chief Hydrographer, Marine Department from time to time may authorize any person in writing, a copy of which is to be forwarded to the contractors, any person or persons to be named by him on his behalf to exercise his powers, authorities and directions under this contract as he may deem fit and proper and the contractor shall recognize, honour and give necessary assistance to such authorities in all respects.

#### **11. DETAILS OF THE DIESEL GENERATOR AND INFORMATION REQUIRED.**

A Technical description of the Generator to be submitted and to be enclosed in Part-I (Technical and Commercial aspects) of the offer. The contractor will have to submit copies of all statutory certificates and licenses.

Sl.No.	ITEM	PARTICULARS
1.	OWNER	
2.	YEAR OF BUILT	
3.	MAKE/MODEL	
4.	CAPACITY(KVA)	
5.	VOLTS	
6.	PHASE	

**THE DIESEL GENERATOR AND LICENSED ELECTRICIAN MUST FULFIL THE FOLLOWING CRITERION:**

**Generator Set :** The minimum specification of the Diesel Generator set should not be less than 6 KVA 220V, AC to provide uninterrupted power supply during the hours of power cuts and periods of low voltage at Hugli Point Station and attached establishments.

**Electrician:** The electrician should have valid license and capable of maintaining & operating electrical



equipments and accessories at Hugli Point Station and attached establishments.

## 12. MANNING

12.1 Manning should be provided as per rule requirement. The Contractor will be required to submit attested copies of all certificates pertaining to the Generator and electrician. The electrician must possess valid certificates for operating / manning the generator, failing which the contract would be automatically invalidated.

12.2 The contractor should maintain adequate number of staff in their pay roll so that leave and other exigencies can be accommodated.

12.3. Food and other facilities for staff shall be arranged by the contractor.

12.4 All transportation costs towards men and material is the responsibility of the Contractor.

12.5 A Liaison Officer should be deployed by the Contractor for interacting / communicating between KoPT Officials. Such liaison officer should be given a residential telephone and a mobile phone by the contractor.

## 13. SCOPE OF WORK:-

**Generator:** Supply, operation and maintenance of 1 no. 6-7 KVA, 220V, AC, Diesel Generator on hire and operation basis, from a single contractor, for a period of three years in order to provide uninterrupted power supply during the hours of power cuts and periods of low voltage at Hugli Point Station & attached establishments, Kolkata Port Trust situated at Nurpur, 24-parganas (South). Power supply will be made from existing panel/ board/cut-out/cables located at the generator room.

The work is to be carried out in accordance with the Terms & conditions mentioned in the Tender Document and the Bill of Quantity.

- 13.1 Contractor shall install a 6 – 7 KVA – 220 Volts A.C. diesel generator set in good working condition at electrical plant room/generator room of Hugli Point Station., Kolkata Port Trust, Nurpur, 24 Parganas (South).

- 13.2 The diesel generator set installed at Hugli Point Station will have to be connected to the station's electrical equipments & accessories such as lights, fans, refrigerators, fresh water pumps, etc. by the contractor with his own labour and materials provided at his own cost.
- 13.3 All electrical jobs required for installation of the generator and connections to the various electrical points, distribution boxes etc. within Hugli Point Station and attached establishments to be completed in all respects to provide uninterrupted power supply from the generator during power cuts and low voltage.
- 13.4 Responsibility for operating the generator, fuel and other supplies and services to perform the designated duties effectively wholly rest on the contractor.

**Electrician:** The contractor shall provide a licensed electrician on regular basis for maintenance and operation of wirings, electrical equipments and accessories including charging of batteries at Hugli Point Station and attached establishments, Nurpur, 24 Pdns(S), KoPT.

- 13.5 The electrician will be responsible for general electrical maintenance job within the entire campus of Hugli Point Station, Hugli Point Station Semaphore, Hugli Point Jetty and Syledis building. He will be required to work intermittently not more than 8 hours a day without fixed timings and standby at other times.
- 13.6 The electrician provided by the contractor shall be responsible for the running of both the electrical and the diesel operated fresh water pumps as and when required and distribution of fresh water at various points within the premises of Hugli Point Station, Semaphore, Syledis building and Jetty.
- 13.7 The generator and the electrician shall be under the operational command of The Chief Hydrographer, Marine Department or his authorised representatives.

#### 14.0 AVAILABILITY / PENALTY / LIQUIDATED DAMAGE:

##### **GUARANTEED AVAILABILITY:**

**Generator:** The contractor will have to stand guarantee for the generator's availability of 350days in a year, in fully operational condition. However 15 days in a year may be allowed for repairs, subject to approval of the Engineer of Contract. In case the availability of the generator falls below the said minimum guaranteed level, no charges shall be paid and in addition to the same, penalty as per clause-16 will be applicable. In the event of breakdown of the generator,

the contractor, however, will be at liberty to replace the same with another generator having similar or better specifications.

**Electrician:** The contractor will have to stand guarantee to provide a licensed electrician for 350 days in a year. However 15 days in a year may be allowed on medical grounds, subject to approval of the Engineer of Contract. In case the availability of the electrician falls below the said minimum guaranteed level, no charges shall be paid and in addition to the same, penalty as per clause-16 will be applicable. In the event of absence of the electrician, the contractor, however, will be at liberty to provide a substitute licensed electrician.

- 14.1 **PENALTY:** KoPT will not pay any of the scheduled rates for the days the operation of the generator is suspended for reasons attributed to the contractor. Further, a sum equivalent to 25% of the 'Daily Hire Charge' under Bill of Quantities will be imposed as penalty for the 'DEFICIT PERIOD'. Proportionate deductions will also be made from the contractor's monthly bill in the event of absence of generator and or other concerned personnel. Such recovery will be made from the running bill of the contractor.
- 14.2 However, the Engineer of the contract may waive of the penalty if he is satisfied that the reasons of default were beyond the control of the Contractor.
- 14.3 **LIQUIDATED DAMAGE:** If the successful Bidder fails to supply the generator within the stipulated date(s) or such extension thereof as communicated by the Engineer in writing, he shall pay compensation (Liquidated Damage) to the Trustees and not as penalties, half percent of the total evaluated value of the tender for generator in default for every week or part thereof, provided that the amount of such compensation does not exceed 10% of the total value of contract.

## 15.0 OPERATION MODE & ACCRUAL OF CHARGES:

### Operation Mode & Charges:

15.1 The generator shall be ready for operation round the clock. The electrician should be available as and when required to work intermittently for not more than 8 hours a day without fixed timings.

### 15.2 On Standby Mode:

The generator shall be deemed to be on standby if the generator is made available to the authorized officer fully ready and fit for operation with sufficient fuel, whereby the officer can order the operator to commence operation at fifteen minutes' notice.

The electrician shall be deemed to be on standby if he reports for duty to the authorized officer to attend to the electrical jobs and operate electrical equipments etc. as per the order of the officer within fifteen minutes' notice.

**Accrual of Charges:** The contractual charges are inclusive of all the expenses connected to the operation of the generator with fuel and a licensed electrician. The charges shall accrue to the contractor at the rates quoted by him and accepted by KoPT in the following manner.

**A Daily Hire Charge of Generator:** These charges shall be paid for everyday the generator is in operation or on standby mode as described in clause 15.2.

## 10

**B Daily Generator Running Charges:** Generator running charges per hour based on Price of diesel oil as on 01.07.18 x total running hours per day + escalation/de-escalation of fuel (With respect to base price of diesel of Rs.69.93 as on 01.07.2018).

**C Daily Wages of Licensed Electrician:** These charges shall be paid for everyday the electrician is on duty or on standby as described in clause 15.2.

## 16.0 ESCALATION / DE-ESCALATION

Escalation and de-escalation on the hourly running charge as quoted by the party in the format of price bid (clause 27) will be applicable at the same percentage variation of the price of HSD as compared to the base price of HSD which is Rs.69.93 per litre as on 01.07.2018 at Kolkata.

## 17.0 DURATION OF THE CONTRACT

This contract is for 3 (three) years as per the agreement. The contract will come into force from the date of commencement of operation of the generator and deployment of electrician.

## 18.0 BID OPENING, EVALUATION AND COMPARISON OF BIDS

18.1 Kolkata Port Trust reserves the right to accept price part of the offer (Part-II) of only such bidders whose technical and commercial aspects of the proposals (Part-I) are acceptable and complete. Kolkata Port Trust's decision in this regard shall be final and binding on the bidders. Kolkata Port Trust may not open the price part of the offer (Part-II) of the bidders whose technical and commercial aspect of the proposal is not acceptable or incomplete.

18.2 Part-I: Technical and Commercial Aspects: One representative of each bidder will be allowed to be present during the opening of the bids provided such representative possesses a written authorization from the bidder.

18.3 Part-II (Price part of the offer): Price Bids of only those Bidders, whose Technical and commercial proposals are complete and acceptable, shall be opened on the scheduled date or a suitable date to be intimated later.

18.4 The Bids received and accepted will be evaluated by method indicated in the Format of Price Bid.

18.5 Kolkata Port Trust reserves the right to inspect the generator to ascertain its capabilities and verify the license of the electrician prior to accepting the same.

#### 19.0 **SIGNING OF THE CONTRACT**

On issuance of work order to the successful bidder, the bidder shall arrange the generator and all other equipment within 15 days for the operation. The successful bidder(s) will have to make arrangements for signing a formal agreement with Kolkata Port Trust on a non-judicial Stamp paper of Rs. 50/- as per enclosed format within 30 days after issuance of work order.

#### 20.0 **PAYMENT**

20.1 Payment for 'Daily Hire Charge', 'Hourly Running Charge for Generator' will be made once in a month by KoPT.

20.2 Payment shall be made to the contractor within 45 days on submission of clear bills containing break up of 20.1 above, accompanied by the following:

- i) the log abstract of the log book of the generator for the month duly certified by KoPT representative;
- ii) document showing escalation / de-escalation of cost of fuel;
- iii) a statement showing disbursement of salary to the staff by name, adhering to the Minimum Wages Act;
- iv) unless exempted, document showing EPF deductions and ESI payments for individual employees.

20.3 Payment will be made only through ECS for which the Contractor must furnish the relevant bank details alongwith the bills.

#### 21.0 **TERMINATION OF CONTRACT**

21.1 KoPT, at its sole discretion, may terminate the contract after serving one month's notice if the performance of the generator is not satisfactory for two consecutive months. The decision of KoPT about the performance of the generator will be final.

21.2 KoPT may also terminate the contract if the contractor defaults in supplying the generator in fully operational condition within 60 days from the date of work order.

#### 22.0 **FORCE MAJEURE**

In the event of either party being rendered unable to perform any obligation under the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure

events last. The cost and loss sustained by either party shall be borne by respective parties. The term 'force majeure' employed herein shall mean act of God, war (declared or not), riots, civil commotion, fire, accident, sabotage, natural calamities, plague, quarantine, import or export embargoes, restraints imposed by government or change in govt. policies subsequent to hire or any happening affecting the performance by either party's obligations under this charter which the party cannot reasonably prevent or control against.

### **23.0 COMPLIANCE OF RELEVANT ACTS, ORDINANCES ETC.**

- 23.1 The contractor shall be required to comply with all relevant acts and laws including the Minimum Wages Act, 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947 and the Contract Labour (Regulation & Abolition) Act, 1970 or statutory amendment and the modifications thereof or any other laws relating thereto and the rules made thereunder, from time to time.
- 23.2 It will be the duty of the contractor to abide by all the provisions of the Acts, Ordinances, Rules, Regulations, By-laws, procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay, damage, etc. on his part and shall keep KoPT indemnified against all penalties and liabilities of any kind for non-compliance or infringement of any kind, any such Act, Ordinances, Rules, Regulations, By-laws and Procedures etc.
- 23.3 The contractor shall indemnify KoPT against payment to be made under or for the observance of the aforesaid Acts, Ordinances, Rules, Regulations, By-laws and Procedures, without prejudice to his right to claim indemnity from his Sub-contractors.
- 23.4 The aforesaid Acts, Ordinances, Rules, Regulations, By-laws and Procedures shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

### **24.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION**

- 24.1 In all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract, the decision of the Engineer shall be final binding on all parties to the contract and shall forthwith be given effect to by the Contractor.
- 24.2 If the Contractor is dissatisfied with any such decision of the Engineer or his representative, he shall within 15 days after receiving notice of such award/ Decision,

requires that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.

- 24.3 If there is still no settlement as mentioned at Clauses - 24.1 & 24.2, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 including all amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrator and inform the other party within 60 days. If the other party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996, including any amendment thereof.
- 24.4 Notwithstanding anything contained herein above, Employer also reserve the right to invoke arbitration in all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract etc.
- 24.5 The place / jurisdiction of arbitration shall be in Kolkata, West Bengal, India.
- 24.6 The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid equally by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the successful Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the Party.
- 24.7 Pending the submission of and / or decision on a dispute, difference or claim or until the arbitral award is published, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.
- 24.8 The request for arbitration, the answer to the request, the terms of reference, any written submission, any order and ruling shall be in English language and if oral hearings take place, English shall be the language to be used in the hearing.
- 24.9 Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

**PROVIDED ALWAYS AS FOLLOWS :-**

- a) The Contractor shall have to raise disputes or differences of any kind whatsoever, in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.
- b) No dispute or difference on any matter whatsoever pertaining to the contract can be raised by the Contractor after submission of certificate in form G.C.3 by him.
- c) Contractor's claim/dispute raised beyond the time limits prescribed in Sub-clauses (a) & (b) herein above, shall not be entertained by the Engineer and / or by any Arbitrator, subsequently.

**25.0 GENERATOR ENCUMBRANCES ON CONTRACTOR:**

The contractor shall submit an undertaking that the generator is free from all encumbrances and lien.

Successful contractor must submit local Police Verification Certificate for those persons who will be deployed by him for carrying out duties.

**26.0 Withdrawal of Tender:** In case the tenderer withdraws his tender before the expiry of the specified validity period of the tender, and / or fails to honour the tender, the Earnest Money deposited by the tenderers or the security deposit held shall be liable to forfeiture as the case may be.



## 27.0 **FORMAT OF PRICE BID**

### **FOR**

**SUPPLY AND OPERATION OF 1 NO. 6-7 KVA, 220 VOLTS, A.C, DIESEL GENERATOR AND OFF LOADING THE JOB OF LIGHT ATTENDANT BY LICENSED ELECTRICIAN AT HUGLI POINT STATION, NURPUR FOR A PERIOD OF THREE YEARS**

(BILL OF QUANTITY)

Sl. No.	Description of Work	Rates
1	<b>Daily Hire Charge of generator</b>	Rs._____ per Day (Rupees..... only) = <b>(P)</b>
2	<b>Hourly Running charge of generator</b>  ( This charge should comprise only the cost of HSD required for running the generator per hour)	Rs._____ per hour  (Rupees.....only)= <b>(Q)</b>
3	<b>Daily wages of Licensed Electrician</b>	Rs._____ per day  (Rupees.....only)= <b>(R)</b>

**Total evaluated price for three years =**

**3 [ ( P X 365days) + ( Q X365days X 2.5hrs) + ( R X 365days)]**

**= Rs.....**

**(Rupees.....only).**

(Base price of HSD: Rs.69.93 as on.01.07.2018)

**(Signature of Bidder)**

Date: \_\_\_\_\_2018

Income Tax PAN No: \_\_\_\_\_

**28.0 LIST OF ENCLOSED FORMATS**

- I. Annexure – I: Form of Tender
- II. Annexure – II: Performance Bond / Bank Guarantee / Security Deposit
- III. Annexure – III: Format of Agreement
- IV. Annexure – IV: Format of affidavit for ESI Exemption
- V. Annexure – V: Indemnity Bond related to ESI
- VI. Annexure – VI: : Format of affidavit for PF exemption

**FORM OF TENDER****(AVAILABLE IN GCC)**

*(Note: All blank spaces to be filled in by the Bidder and be submitted along with tender)*

The Chief Hydrograher, Marine Department  
Kolkata Port Trust,  
15 ,Strand Road,  
Kolkata-700 001

Dear Sir,

We, M/s.....having read and fully understood the specification conditions of tender and general conditions of contract hereby tender to supply, operation & maintenance of 1 No 6-7 KVA, 220V, AC, Diesel Generator Set with one Licensed Electrician 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 annexed Original Demand Draft / Pay Order / Bankers Cheque No. ....dt..... of ..... Bank for Rs. ....

We also agree to abide by this tender for a period of 180 days from the opening of Techno-Commercial Part (Part-I) and in default of our so doing, the Earnest Money of Rs..... only deposited by us shall be liable to forfeiture at the option of the competent authority.

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

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

Yours faithfully,

Dated.....

Signature.....

Full Address.....

(Seal)

Annexure-II

## PROFORMA OF BANK GUARANTEE

**(PERFORMANCE BOND)****(AVAILABLE IN GCC)**

(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' progressive 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 Letter of Intent No.....dated .....(hereinafter referred to as the 'Contract'), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for (Rs.....),

we.....Bank.....Branch.....,

do, on the advise of the contractor hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs.....(Rupees.....). We,  
.....

..... Bank.....Branch,

further agree that if a written demand is made by the Trustees through any of its

officials for honouring the Bank Guarantee constituted by these presents, We ,.....  
Bank..... Branch, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Kolkata Port Trust" without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us ..... (Name of Bank).....Branch, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We ..... Bank.....Branch, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

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

3. We .....Bank.....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 of .....days 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 us .....Bank .....Branch.

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.....

(Duly constituted attorney for and on behalf of)

BANK.....

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

**FORMAT OF AGREEMENT****(AVAILABLE IN GCC)****(on Rs. 50/- STAMP PAPER)**

This agreement made on the .....day of .....2018 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, herein after 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 .....

hereafter called the “Contractor” (which expression shall unless excluded by or repugnant to the context, be deemed to include its assignees or successors in office) on the other part.

**WHEREAS THE** Trustees are desirous of hiring 1 No 6-7 KVA, 220V, AC, Diesel Generator Set with operation & maintenance with one Licensed Electrician for the works specified in the Bid Document should be carried out in satisfactory manner and have accepted a tender by the contractor for the said work.

**NOW THIS AGREEMENT WITNESSTH 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 the terms and conditions finalised 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 documents 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 correspondence 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 payment to be made by the Trustees to the contractor as hereinafter mentioned, the contractor hereby covenants with the Trustees to execute the work of supply,

operation & maintenance of 1 No 6-7 KVA, 220V, AC, Diesel Generator Set with one Licensed Electrician as per terms and conditions & scope of work identified in documents noted in para-2 above and to the order of the Trustees for a period of three years from the date of commencement of operation of the generator set and deployment of the electrician at 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 as per contract price schedule at the times and in the manner prescribed in the contract.

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

THE CHIEF HYDROGRAPHER, MARINE DEPARTMENT

The common seal of the Trustees for the  
Port of Kolkata was hereunto affixed in the  
Presence of Authorised Signature of

Authorised Signature of the Contractor

Common Seal of the Contractor.

Witness

1. ....



2. -----

Annexure – IV

### **FORMAT OF AFFIDAVIT FOR ESI EXEMPTION**

On the Rupees Ten Non judicial stamp paper

BEFORE THE 1<sup>ST</sup>. CLASS MAJISTRATE AT .....

#### **AFFIDAVIT**

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

THAT I am the proprietor /Partner of ..... having office at .....

..... And carrying on business on the said name and style.

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

3. That the present affidavit is to be filed before the Kolkata Port Trust as per clause No.....of the tender No..... issued by Kolkata Port Trust in respect of the work of supplying generator and licensed electrician.

THAT the statements made above are all true to the best of my knowledge and belief.

Identified by me.

DEPONENT

**INDEMNITY BOND**

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

WHEREAS, the said Kolkata Port Trust had asked the bidder, who is not covered under E.S.I. Act or exempted to furnish an Indemnity bond in favour of Marine Department, Kolkata Port Trust against all damages and accidents to the labourer of the bidder/contractor.

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

AND the contractor hereunder agree to indemnify and at all times keep indemnified the Kolkata Port Trust and its administrators and representatives against all possible claim or demand for damages and accidents to the labourer of the bidder/contractor.

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

Sureties:

Signature of the Indemnifier

a) Name :

Signature :

Address :

b) Name :

Signature :

Address :

c) Witnesses

Name :

Signature :

Address :

**FORMAT OF AFFIDAVIT FOR PF EXEMPTION**

(On Rs.10/- Non-Judicial Stamp Paper)

**BEFORE THE 1<sup>ST</sup> CLASS JUDICIAL MAGISTRATE AT.....****AFFIDAVIT**

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

1. **THAT** I am the proprietor / Partner of \_\_\_\_\_ having office at \_\_\_\_\_ and carrying on business on the said name and style.

*(In case the above Deponent is an enlisted Contractor at Kolkata Port Trust, the same should be mentioned in the affidavit)*

2. **THAT** the firm is exempted from Provident Fund Act and the said bidder has no valid Provident Fund Registration.
3. **THAT** present affidavit is to be filed before the Kolkata Port Trust as per the Clause No. \_\_\_\_\_ of the Tender No \_\_\_\_\_ issued by Kolkata Port Trust in respect of the work” **Tender for Hire of 1 No 6-7 KVA, 220V, AC, Diesel Generator Set with operation & maintenance with one Licensed Electrician**
4. **THAT** the statements made above are all true to be best of my knowledge and belief.

**DEPONENT****Identified by me**

## CHECK LIST

**TENDER NO. :MRN/4697/**

Bidders are requested to check the Check-list given below while uploading their offer by ✓ mark or the reason where not applicable.

Sl. No	Document/Proof	(Yes/No)	Reference Document Tag / Remarks
1	Photocopy of EMD payment proof		
2	Photocopy of Tender Cost payment proof		
3	Brief particulars of the Firm		
4	Details of similar work carried out by the firm with value of each work supported by authentic documents with Work order / Agreement, Performance Certificate, etc.		
5	A separate letter addressed to the Chief Hydrographer, Marine Department confirming that the Tenderer has accepted all terms and conditions laid down in the bid document should be enclosed.		
6	Details of ECS like (i) Name of the Bank with Code No., (ii) Address, (iii) A/C No., (iv) Name of the Branch (IFSC Code) with MICR Code/RTGS as applicable.		
7	Copy of Trade License		
8	Copy of GST Registration Certificate		
9	Copy of PAN Card		
10	Certified copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable.		
11	The details of generator proposed to be deployed for the purpose (as per enclosed format).		
12	Letter of authority, if any.		
13	Filled up “Form of Tender” as per enclosed Proforma.		
14	Annexure – V / Indemnity BOND		

15	Audited Annual Accounts for 2014-15, 2015-16 & 2016-17, supported by a Certificate from a Chartered Accountant		
16	Copy of Provident fund Reg. No. Under EPF( if any)		
17	ESI Reg. No. ( if any), or filled-in Annexure - IV		
18	Copy of Current E.P.F. Registration or in case they are exempted under Provident fund Act, filled-in Annexure - VI		
19	Copy NSIC certificate ( if any)		
20	An undertaking as per format, given in Clause 4.5		
21	Quoted Product Specification in details with make and model		
22	Price Bid as per format		
23	Declaration regarding ban / delisting / debarment		
24	Certificate / declaration of compliance with Minimum Wages Act.		
25	A declaration that the generator is free from all encumbrances and lien.		