

TENDER DOCUMENT

Tender Notice

N. I. T. No. KoPT/KDS/TFC/06-2018

**KOLKATA PORT TRUST
TRAFFIC DEPARTMENT**

40, C.G.R. ROAD,
KOLKATA- 700043

Phone No. 033 24392926

Email ID: tm@kolkataporttrust.gov.in

E-Tender under two-part system (Part I: Techno-Commercial Bid and Part II: Price Bid) for “Allotment of Empty Container Stacking Yard at Dhobitalao area on **O & M Contract** for five years, on “as is where is” basis, without renewal option, to willing tenderers through e-tender-cum-e-auction” is invited.

Tender Document and extension-notice / corrigendum/ addendum/ clarifications/ any other notice, if any are being hoisted in the websites of Kolkata Port Trust (www.kolkataporttrust.gov.in), MSTC (www.mstcecommerce.com) and CPPP (Central Public Procurement Portal). However, Bid Document and extension or any other notice/ corrigendum/ addendum/ clarifications if any, may be downloaded from MSTC website only. Bidders are advised to visit the websites regularly. In other words, the MSTC website shall have to be accessed for the sake of submission of bid, while KoPT website & CPP Portal are only for the purpose of viewing/ intimation of the prospective bidders.

SCHEDULE OF TENDER (SOT):

a.	E-Tender No. (System Generated)	MSTC-ERO-KOLKATA-PORT-TRUST-57-KOLKATA-18-19-16135
b.	MODE OF TENDER	e-tender System by Online Part I - Techno-Commercial Bid and Online Part II - Price Bid through www.mstcecommerce.com/auctionhome/kopt/index.jsp of MSTC Ltd. The intending bidders are required to submit their offers electronically as per following schedules through e-tendering portal. No tender shall be accepted by the office of KoPT, if submitted by hard copy, except some specified documents (as mentioned hereunder in this tender document). The said specified documents if any shall have to be submitted to the Traffic Manager, Kolkata Port Trust (KoPT).
c.	Date of NIT available to parties to download	From 10.09.2018
d.	Time period for submission of query by e-mail and request for site inspection	By 17:00 hrs on 17.09.2018
e.	Date of site visit	18.09.2018
f.	Date & time of Pre-Bid Meeting	At 15:00 hrs on 20.09.2018

g.	Likely time of uploading the Addendum, if any	By 25.09.2018
h.	Date of Starting of e-Tender for submission of online Techno-Commercial Bid and Price Bid at www.mstcecommerce.com/auction/home/kopt/index.jsp	From 25.09.2018
i.	Last date of remittance of EMD & tender fee	Upto 17-00 hrs. on 10.10.2018 (<i>remittance of EMD & tender fee thereafter and within the closing time of bid submission is entirely at the risk and responsibility of the bidder concerned</i>)
j.	Date of closing of online e-tender for 'submission of Techno-Commercial Bid & Price Bid'	Upto 17-00 hrs. on 10.10.2018
k.	Date of closing of submission of hard copies of the listed papers to the Traffic Manager	Upto 17-00 hrs. on 10.10.2018
l.	Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	At 12 noon on 11.10.2018
Note: Date & time of e-auction and opening of Part II (i.e. Price Bid) shall be informed separately at appropriate time to only the techno-commercially qualified bidders.		

Note:

Opening of on-line bid and hard copies of documents are not public events and hence, presence of bidders is not required for such events.

However, opening of sealed envelopes containing tender fee and EMD is a public event. Presence of bidders or their authorized representatives is required during opening of tender fee and EMD envelopes.

Traffic Manager
Traffic Building, Subhash Bhawan
TRAFFIC DEPARTMENT
40, C.G.R. ROAD,
KOLKATA- 700043
Phone No. 033 24392926
Email ID:
tm@kolkataporttrust.gov.in

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Empty Container Stacking Yard Details**Allotment of Empty Container Stacking Yard for operation, maintenance and Stacking of Empty Container on O & M Contract at Dhobitalao for five years**

Description / Location of Empty Container Stacking Yard [Sketch Plan No.]	Approx. Area of Empty Container Stacking Yard (in Sq.Mtr.) / Capacity in terms of nos. of 20 feet and 40 feet Empty Containers	Reserve Annual Fee / Expected Revenue per Annum (ERPA).	EMD in Rs.
Plot No- (6+7+8) [Sketch Plan No.- 9333-D-III]	12,306.80 Sq.Mtr. / 437 Twenty feet Empty containers & 401 Forty feet Empty containers	Rs. 84,47,040/- (Excluding Taxes)	Rs. 8,44,704/-

NOTE: The sketches are separately uploaded with this tender document.

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Part – I: Techno-Commercial Bid

Guidelines for registration & submission of Tender and remittance of Tender fee & EMD

This is an e-tender event of KoPT. The e-tender service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

Tenderers willing to participate in this tender are required to go through the entire tender document.

Prior Registration with MSTC for e-bidding:

1. Before payment and bid submission, the bidder shall have to get registered with MSTC **free of Cost** as per procedure as laid down in this tender document.
 2. During registration with MSTC, the following information shall have to be furnished by the bidder. Those mentioned therein as ‘mandatory’, shall have to be necessarily provided in the respective fields.
 - a) Name of the bidder (mandatory);
 - b) PAN of the bidder (mandatory);
 - c) GSTIN of the bidder (mandatory);
 - d) Address of the bidder (mandatory);
 - e) e-mail id of the bidder (mandatory) [in case the bidder is other than individual, e-mail ID of the authorized representative of the bidder is to be furnished];
 - f) Mobile No. of the bidder (mandatory) [in case the bidder is other than individual, Mobile No. of the authorized representative of the bidder is to be furnished];
 - g) Status of the bidder (either of individual, proprietor, partnership firm, company, joint venture, LLP/ HUF/ Society/ Others (to specify if others) (mandatory);
 - h) Fax No. of the bidder (optional) [in case the bidder is other than individual, Fax No. of the authorized representative of the bidder is to be furnished];
 - i) Land Phone No. of the bidder (optional) [in case the bidder is other than individual, Phone No. of the authorized representative of the bidder is to be furnished].
 3. On completion of formalities for such registration by the bidders, the system of MSTC shall assign a unique registration number to the bidder. The same shall by default be transmitted to the aforesaid e-mail of the bidder.
 4. Now the bidder in possession of unique registration number provided by MSTC and also otherwise in possession of * digital signature for signing, is eligible to make necessary payment for tender fee and EMD by the mode as detailed hereunder separately. The bidders are required to remit the tender fee and EMD separately for easy identification of the respective amounts deposited by each bidder.
- * Those not yet having digital signature are required to obtain the same of their own in order to participate in this tender.

5. Remittance of tender fee and EMD:

a) The Tender Fee (non-refundable) of 1,000/- (Rupees one thousand only) plus GST@18% may be deposited in the form of Demand Draft to be issued by any Nationalized Bank of India drawn in favor of 'Kolkata Port Trust'.

b) Also, the bidder shall have to deposit Earnest Money of requisite amount separately as mentioned at Annexure-I in the manner in which tender fee is to be remitted (as stated in the preceding Para).

c) Both the instruments (Demand Draft) for Tender fee and Earnest Money shall have to be submitted along with filled in Appendix-I as annexed with this tender document containing details of such deposits in a sealed envelope into the Tender Box / Drop Box kept in the office of Traffic Manager within the closing time and date of submission of on-line bid.

d) The sealed envelope containing the same shall bear the following as provided by MSTC to the bidder during registration, legibly super scribed on its outside surface.

Name of the Bidder
Contact No. & Email-id of the bidder.....,
'Tender No.....'
'Bidder ID.....'
'Contains tender fee & EMD'
Empty Container Stacking Plot No..

All participating bidders are required to witness opening of the Tender Box / Drop Box followed by opening of the envelopes containing the said tender fee and EMD as per schedule.

e) Also, all off-line documents as applicable for the bidder concerned and as mentioned in Annexure-VI, if any shall also have to be dropped into the same box within the same time schedule as mentioned in the NIT.

f) Tender / offer without the tender fee as above or deposited in any other form (say, by A/c Payee cheque) shall not be considered.

Note: Tender Fee and Earnest Money not received within the stipulated time or received in any other manner shall not be considered.

Tenderers willing to participate in this tender are required to go through the entire tender document.

1.	<p>Process of E-tender:</p> <p>A) Registration:</p> <p>(i) The process involves registration of bidders with MSTC e-tender portal which is free of cost. For this purpose, any willing bidder is required to apply online through the MSTC website www.mstcecommerce.com/auctionhome/kopt/index.jsp as per details given in this tender document.</p> <p>(ii) Only after registration, the bidder(s) can submit his/their bids electronically. Electronic bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The bidder should possess at least Class II signing type digital certificate (Bids will not be recorded without Digital Signature).</p> <p>(iii) Any willing bidder not yet in possession of at least Class II signing type digital certificate, would be required to obtain the same at their own cost and arrangement prior to participation in the instant tender.</p> <p>(iv) Bidders are to make their own arrangement for bidding from a P.C. connected with Internet. Neither KoPT nor MSTC shall be responsible for making such arrangement.</p> <p>SPECIAL NOTE: BOTH PRICE BID AND TECHNO-COMMERCIAL BID ARE TO BE</p>
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SUBMITTED ON-LINE AT www.mstcecommerce.com/auctionhome/kopt/index.jsp

1) Bidders are required to register themselves online with www.mstcecommerce.com→ Port Lease Property→ KOPT →Registration →Register as Bidders' Filling in details and creating own user-id and password→ Submit.

2) Bidders will receive a system generated mail confirming their registration in their e-mail ID which will be provided during filling in the registration form. Bidders are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem. In case of any clarification, bidders are advised to contact KoPT/MSTC (before the scheduled time of the e-tender).

Contact person (KoPT):

1. Capt. Himanshu Shekhar Traffic Manager Traffic Building, Subhash Bhawan TRAFFIC DEPARTMENT 40, C.G.R. ROAD, KOLKATA- 700043 Contact No.- 033 24392926 Email ID: tm@kolkataporttrust.gov.in	2. Shri Prashanta Kumar Sr. Dy. Traffic Manager Traffic Building, Subhash Bhawan TRAFFIC DEPARTMENT 40, C.G.R. ROAD, KOLKATA- 700043 Contact No.- 03324093038 Email ID: pkumar@kolkataporttrust.gov.in
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Contact person (MSTC):

1. Shri Pritam Biswas E-mail- pbiswas@mstcindia.co.in	2. Shri Mayank H. Jain E-mail- mhjain@mstcindia.co.in
Helpdesk Number: (033) 2290 1004	

B) System Requirement:

i) Windows 7 & above Operating System ii) IE-7 and above Internet browser. iii) Signing type digital signature iv) JRE software to be downloaded and installed in the system. To enable ALL active X controls and disable 'use pop up blocker' under Tools →Internet Options→ custom level.

The system requirements are as follows:

- Operating System- Windows 7 and above
- Web Browser- Preferred IE 7 and above.
- Active-X Controls Should be enabled as follows:

Tools =>Internet Options =>Security =>Custom Level => Enable all Active-X Controls

=>Disable "Use Pop-up Blocker"

- Java (Latest is JRE 8 Update 171 – File name Windows X-86 Offline)

To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied.

- Tools => Internet Options =>Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".
- Other Settings:

Tools => Internet Options => General => Click On Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".

	<u>For details, refer to the “Bidder Guide” and a video guide available under “View Video” Link.</u>
2.	<p>Format of Bid:</p> <p>(A) Part I: Techno-Commercial Bid will be opened electronically on specified date and time as given in the Tender Notice. Bidder(s) cannot witness electronic opening of bid since the same is not a public event.</p> <p>(B) Part II: Price Bid: Date & time of e-auction will be intimated separately to the Techno-Commercially qualified bidder. Once the e-auction amongst the qualified tenderers is over, Price Bids of those bidders shall be opened electronically. Thereafter, the highest rate amongst all the rates received through the e-auction and the Price Bids shall be accepted as a H1 bid for the tender for the concerned empty container stacking yard. In case a bidder does not participate in the e-auction, his only bid will be that given in the Price Schedule format.</p> <p>All entries in the tender (both Techno-commercial Bid and Price Bid) should be entered online without any ambiguity.</p> <p>The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>Note :</p> <p>(i) Any necessary notice/ addendum/ extension notice/ corrigendum to the tender would also be hoisted in the e-tendering portal of M.S.T.C under the “Notification” Link.</p> <p>(ii) E-tender cannot be accessed after the due date and time mentioned in this Tender Notice, unless extended further with due notice in the website.</p> <p>(iii) 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>
3.	<p>Remittance of Tender Fee & EMD:</p> <p>Bidder(s) are advised to remit payment towards tender fee and EMD in the manner stated above and verify completion of transaction in respect of remittance of the same. In case of failure to do so for any reason, the bidder will not be eligible to submit bid and KoPT will not be responsible on this account.</p> <p>While Tender fee is non-refundable for all the bidders, EMD will be refunded by KoPT to the unsuccessful bidder(s), without interest, against respective PAN. Bank details i.e. name of bank & address, Current a/c No, IFS Code are to be furnished by the bidder for refund. [Such refund is, however, subject to any clause attracting forfeiture of EMD].</p> <p>Details of remittance of payment of EMD and Tender Fee are given above separately.</p>
4.	Submission of on-line bid:
4.1	<p>The bidder(s), who has / have submitted the above fees, can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com→ Port Lease Property→ KOPT →Login →View Details→ Stage I Bid Submission→ Live Auctions →Selection of the live event→ Techno Commercial and Price Bids.</p> <p>For Stage II** forward Auctions Click on Forward Auction→ Live Auctions →Selection of the live event→ Placing of Bids</p> <p>** Only after the evaluation of Stage-I bidding, the forward auction shall take place among technically qualified bidders.</p>
4.2	The bidder should allow to run Java Encryption Applet by clicking on allow whenever the Pop-UP asks to do so. This exercise has to be done immediately after clicking on the Techno-Commercial bid. If this application is not allowed to run as and when prompted, the bidder will not be able to save/submit their bid and will get the error messages.
4.3	After filling in the Common Terms bidder should click ‘save’ for recording their Commercial-bid. Then the link for Techno-Commercial Bid would be activated and the bidder should click on ‘saves’ for recording their Techno-Commercial bid subsequently. Once the same is done, the Price Bid link becomes active and the same has to filled in and then bidder should click on “save” to record their price bid. Once both the Techno-Commercial bid & Price bid are saved, the bidder can click on the “Submit” button to register their bid.

4.4	Bidder's alertness / duty:
4.4.1	There is no provision to take out the list of prospective bidders downloading the tender document from the website mentioned in NIT. Hence, it is not possible for KoPT to intimate each of them individually at every intermediate stage. As such, all prospective bidders are requested to see the website once again before the due date of tender opening to ensure that they have not missed any extension or any other notice/ corrigendum/ addendum/ clarifications, if any, uploaded against the said tender, after downloading the tender document. The responsibility of downloading the subsequent item, if any, will be the sole responsibility of the prospective bidders.
4.4.2	All correspondence to the bidder(s) after participation in the tender shall be sent by e-mail only during the process till finalization of tender by KoPT. Hence, the bidders are required to ensure that their e-mail ID provided is valid and updated at the stage of their registration with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
4.5	Uploading of documents: Bidders are advised to use 'Attach Docs' link in the bidding floor to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for uploading is 4 MB. For further assistance, instructions of Vendor Guide are to be followed.
4.6	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 automatic acceptance of all the terms & conditions for the tender including those contained in the extension or any other notice/ corrigendum/ addendum/ clarifications, if any.
4.7	Price Bid submission: As detailed in Annexure-V of this tender document.
5.	E-auction: At the stage of e-auction amongst the techno-commercially qualified bidders, the bidders shall only quote the total bid value.
6.	Price bid opening: Date & time of e-auction will be intimated separately to the Techno-Commercially qualified bidder. Once the e-auction amongst the qualified tenderers is over, Price Bids of those bidders shall be opened electronically. Thereafter, the highest rate amongst all the rates received through the e-auction and the Price Bids shall be accepted as a H1 bid for the tender for the concerned empty container stacking yard. In case a bidder does not participate in the e-auction, his only bid will be that given in the Price Schedule format.
NOTE:	
(a) A bid can be edited and documents can be uploaded any number of times before the final submission of bid (i.e. before clicking on Sign & Encrypt). Once the bid is submitted by clicking on Final Submission, further editing is not allowed. However, deletion of the bid, followed by resubmission of the bid, with no additional amount of EMD and tender fee, is allowed up to the closing time of the tender.	
(b) After the closing time of event has passed, no bid will be accepted by the system. Hence, bidders are advised to make final submission of their bids well within time.	
(c) In all cases, bidders should use their own ID and Password along with Digital Signature at the time of submission of their bid.	
(d) During the entire e-tender-cum-e-auction process, the bidders will remain completely anonymous to one another and also to everybody else.	

(e) The e-tender floor shall remain open from the pre-announced date & time and for such duration as mentioned above.
(f) All electronic bids submitted during the e-tender process shall be legally binding on the bidder.
(g) 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.

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Part – I: Techno-Commercial Bid

GENERAL INFORMATION & INSTRUCTIONS TO THE BIDDERS

1. Sketch Plan showing the Empty Container Stacking Yard area is attached as Appendix-X with this tender document.
2. The Empty Container Stacking Yard as per table under Annexure–I will be allotted in a single parcel and will not be subdivided into parts to accommodate more than one Contractor.
3. The Empty Container Stacking Yard will be allotted on 'as is where is' basis.
4. **Eligibility Criteria of the Bidder:**
 - i. The entity remitting the tender fee & EMD and submitting the bid must be the same entity.
 - ii. Average Annual Turnover for the last three financial years ending 31st March 2018 should not be less than 30% of Five Year Expected Revenue per annum (ERPA) / Reserve Annual Fee.
 - iii. Should have executed similar nature of work (defined hereunder) within last 5 years of
 - (a) One contract of value not less than 80% of five years Expected Revenue per annum (ERPA) / Reserve Annual Fee, or
 - (b) Two contracts each of value not less than 50% of five years Expected Revenue per annum (ERPA) / Reserve Annual Fee, or
 - (c) Three contracts each of value not less than 40% of five years Expected Revenue per annum (ERPA) / Reserve Annual Fee.

Similar Work: Transporter of container, Handler of container, CFS, ICD, Container handling Warehouse, Container Agent, Container feeder operator.

Note: For running contract, one year completion is mandatory.

- iv. The bidder shall submit an authorization, authorizing the signatory of the bidder to sign & submit the tender.
- v. Self certified copy of non-Blacklisting as per format provided in Appendix IV.
- vi. All the tender conditions are to be fulfilled.

Note: In case of any estate port dues (for all plates of the prospective tenderer in KDS and HDC) as on the day of NIT as per format given in Appendix – V, the prospective tenderer may be allowed to participate in tender, only if he agrees to pay the dues before the price bid opening, failing which he will be declared disqualified in the tender process & EMD will be forfeited.

5. Inspection of site:

An inspection of the site will be arranged on 18.09.2018 at 12:00 hrs before the Pre-Bid Meeting. Interested tenderers may participate in the site inspection if they so desire.

The tenderer shall be deemed to have inspected the Empty container stacking yard and the facilities available there, before quoting rate. No cost incurred by the tenderers in preparing their tender or attending inspection of the site will be reimbursed by the Port.

6. Pre-Bid Meeting:

A pre-bid meeting will be held at the office of the Traffic Manager, TRAFFIC DEPARTMENT, 40, C.G.R. ROAD, KOLKATA- 700043 on 20.09.2018 at 15:00 Hrs. Attending the Pre-Bid Meeting is not mandatory.

Clarification regarding technicality of downloading and submission of Bid for e-tendering, queries etc. may be sent to e-mail of MSTC (<http://www.mstcecommerce.com/auctionhome/kopt/index.jsp>).

7. Query pertaining to bid:

(i) Bidders may send advance queries to the e-mail (tm@kolkataporttrust.gov.in) within the time schedule mentioned above. KoPT will be at liberty to amend the tender document and issue addendum, if needed, pursuant to receipt of such queries or otherwise. However, no separate reply to the queries shall be made to the respective querists.

(ii) The same, if issued, shall ipso facto become part and parcel of the tender document and shall be hoisted in the websites.

(iii) Besides, any other addendum, if issued, shall also be hoisted in the websites and the same shall likewise become part and parcel of the tender document.

(iv) Hence, prospective bidders are advised to visit the website (i.e. www.mstcecommerce.com/auctionhome/kopt/index.jsp & www.kolkataporttrust.gov.in) accordingly up to the date (or revised date, if any) of submission of tender.

Clarification regarding technicality of downloading and submission of Bid for e-tendering, queries etc. may be sent to e-mail of MSTC (<http://www.mstcecommerce.com/auctionhome/kopt/index.jsp>).

Queries pertaining to the matters other than technicality of downloading and submission of Bid for e-tendering etc. may be forwarded before 17.09.2018 at 17:00 Hrs. to the following email IDs:

- tm@kolkataporttrust.gov.in
- pkumar@kolkataporttrust.gov.in

8. Tender participation Fee:

Tender Document has been hosted in the web sites of Kolkata Port Trust, (www.kolkataporttrust.gov.in) and MSTC (<http://www.mstcecommerce.com/auctionhome/kopt/index.jsp>). Interested tenderers may download the tender document from the said websites. For participation in the tender, MSTC website may only be used. The intending tenderers should submit the tender fee amounting to Rs. 1,000/- (Rupees One thousand only) plus GST@18% (non-refundable) along with their offer otherwise their offer will be summarily rejected. The procedure for submission of tender fee may be followed as detailed in Annexure-II.

9. Earnest Money:

- a) The Earnest Money is mentioned in Annexure-I. The tenderers intending to bid shall be required to submit the said amount of Earnest Money along with their offer otherwise their offer will be summarily rejected. The procedure for submission of Earnest Money may be followed as detailed in Annexure-II.
- b) The amount of Earnest Money will be refunded to the unsuccessful tenderers without interest unless bidder does not commit any mistake detailed hereunder as liable for forfeiture of earnest money. In the case of successful tenderers, this amount will be adjusted against the Security Deposit payable after request from successful tenderer for such adjustment.

Note: Mere submission of offer will not mean that the offer will be automatically considered qualified and bid will be entertained.

10. Forfeiture of Earnest Money:

- a. The Earnest Money shall be forfeited if the tenderer withdraws its offer during the interval between the last date/time of submission of the offer (i.e. 17:00 Hrs on 10.10.2018 including any extension thereof) AND expiration of the validity period of the offer (including extension thereof). In this connection, clause no. 14 & 15 may also be seen.

- b. In case, if it is found that Tender fee plus GST @18% and EMD of requisite amount have not been remitted by the bidder, the offer submitted by that particular bidder shall be cancelled and EMD amount deposited by that bidder along with the offer for the empty container stacking yard shall be forfeited.
- c. The successful bidder shall have to accept the terms & conditions of the offer of Contract and deposit Security Deposit and quarterly fee within a period as specified in this tender document, failing which the offer shall stand cancelled and the Earnest Money deposited by the bidder shall stand forfeited.
- d. The documents submitted by bidder(s) will be scrutinized. In case, any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business with KoPT can also be taken against defaulting bidders.

Along with the above conditions, Earnest Money shall be forfeited in case of

- e. Non-acceptance of offer letter in any manner, as detailed in clause No. 24 hereunder.
- f. Subsequently deviating from the terms of the tender.
- g. Furnishing of any of the following in the tender - incorrect/ incomplete information / tampered document to deliberately mislead KoPT.

11. Terms of payment of Annual fee

(i) The successful bidder shall make payment of quarterly fee for 1st quarter of 1st year of operation in advance (which would be as per his quoted annual fee & accepted by KoPT plus applicable taxes) in the form of DD issued by any Nationalized Bank of India drawn in favor of 'Kolkata Port Trust' within 30 days of offer letter issued by KoPT. Additionally, the successful bidder has to deposit Security Deposit as stated hereunder in the form of Bank Guarantee having validity of tenure of contract plus claim period within 30 days of offer letter issued by KoPT. Format of the Bank Guarantee shall be provided by KoPT to the successful bidder.

(ii) O & M Contractor has to pay to KoPT in quarterly manner in advance within 15 days of beginning of each quarter from 2nd quarter onwards throughout the contract period (except what has been stated at para (i) above).

If the Quarterly fee bills are not received by the contractor within the 10th day of beginning of that quarter in which the Quarterly fee bill is supposed to be raised every quarter, duplicate bill(s) will have to be compulsorily collected by the contractor at their arrangement from the office of the Traffic Manager, Subhash Bhawan, 40, C.G.R. Road, Kolkata-700043 for the purpose of payment within the due date which shall usually be 15th day of the beginning of that quarter of that year of operation (in case the 15th day is a holiday of the Trustees, the next working day shall be the maximum allowable period for such payment).

Note: Maximum period allowed for payment of each Quarterly fee from 2nd quarter onwards with interest may be 90 days from beginning of each quarter. Failing in making payment of quarterly fee within this maximum permissible time will directly lead to cancellation of contract.

(iii) If the offer letter is not accepted by the successful bidder and/ or requisite Quarterly fee including taxes for the 1st quarter of 1st year of operation and / or Security Deposit is/are not made within 30 days of offer letter issued by KoPT, KoPT will have the right to cancel the offer and forfeit the Earnest Money.

The successful bidder will be required to deposit requisite amount of interest for the desired period of extension, as per his application for extension of time, if accepted by KoPT

(iv) **Interest:** Delay in making payment of Quarterly Fee (except what has been stated at para (iii) above) shall attract interest thereon as per rate of interest in vogue (currently rate of interest is 14.25% per

annum). Due date shall be 15th day of beginning of each quarter of that year of operation for payment of quarterly fee for 2nd quarter onwards.

(v) The currency of payment shall be INR.

(vi) The tax components will be as in vogue from time to time. Presently, the tax components are as mentioned below:-

Items	GST with all applicable cess
Annual fee	18.0 % on annual fee or as may be reviewed by Govt. of India

Note: GST No of KoPT is 19AAAJK0361L1Z3.

PAN No of KoPT is AAJK0361L.

(vii) Work order for operation of Empty Container Stacking Yard to the successful bidder will be issued only after deposition of the demand draft for the 1st quarter fee plus applicable taxes & Security Deposit in the form of Bank Guarantee.

12. Penalty

- a) The Empty Container Stacking Yard should be swept & cleaned regularly, failure to which will attract a penalty of Rs. 100/- per day plus GST up to a week and later Rs. 200/- per day plus GST.
- b) Non compliance of the following activities will attract a penalty of Rs. 100/-per day up to a week and Rs. 200/- thereafter plus GST.
 - i. Maintaining compliant book so that users can record their grievances.
 - ii. Issue of approved tokens to the users of the system.
 - iii. The supervisors and ticket issuers shall wear identity cards & uniforms.
 - iv. Instructions by the Engineer and his/her officers.
 - v. Not maintaining the proper circulation space for stacking of containers.
 - vi. Non-compliance of the clause-5(viii) of Annexure-IV regarding CCTV & Computer Connectivity.
 - vii. Stacking of Empty containers outside the contracted Empty container stacking yard.
 - viii. Non-compliance of the clause-11 of Annexure-IV regarding safety measurements.
- c) The Empty Container Stacking Yard must not be used for storage of Loaded Containers. Such activity will attract a penalty of Rs. 100/- per day plus GST per loaded container up to a week and later Rs. 200/- per day plus GST.

13. Security Deposit (SD):

- a) 10% of (Annual Bid Price x 5) plus applicable taxes.
- b) The successful bidder shall remit Security Deposit in the form of Bank Guarantee before issuance of work order of Empty container stacking yard. Format of the Bank Guarantee shall be provided by KoPT to the successful bidder.
- c) The successful bidder may convert the EMD into SD and deposit the Bank Guarantee of the balance SD.
- d) The SD shall be refunded without interest after expiry of the contract, subject to deduction of outstanding dues, if any.
- e) In the event of the Security Deposit being found insufficient or if the Security Deposit has been wholly forfeited, the balances of the total sum recoverable as the case may be, shall be deducted from any sum due to contractor or which at any time thereafter may become due to the contractor under this or any other contract with KoPT, should that sum also be not sufficient to cover the full amount recoverable. The contractor shall forthwith pay to KoPT on demand of the remaining balance due.
- f) In the event of any default on the part of the contractor to comply with any of the terms of this contract or in the event of summary termination of the contract by KoPT under any clauses, KoPT shall have the right to forfeit the entire or part of the amount of security

deposit, lodged by the contractor and to appropriate the Security Deposit or any part thereof or towards the satisfaction of any claim of KoPT for any damage, losses, costs, charges or expenses or otherwise whatsoever. The decision of the KoPT in respect of such damages, losses, cost, charges or expenses or otherwise howsoever shall be final and binding on the contract.

14. Validity:

The offer shall be kept valid for a period of 180 days from the date of opening of the techno-commercial part of the tender. The above validity period is, however, subject to extension, if agreed to by the bidder in response to any request made by KoPT.

15. Extension of validity of offer:

Prior to expiry of the original offer validity period, Port may request tenderers to extend the validity period of offer for a specified additional period.

16. Due date and Time for Submission and Opening of offer:

- (i) The tender should be submitted to Traffic Manager, TRAFFIC DEPARTMENT, 40, C.G.R. ROAD, KOLKATA- 700043, through MSTC Ltd. (<http://www.mstcecommerce.com/auctionhome/kopt/index.jsp>) not later than 17:00 Hrs. on 10.10.2018 after said time and date, no offer shall be accepted.

Note: Port may at its sole discretion extend the Submission/Opening due date(s) by issuing a Corrigendum.

- (ii) The Part - I: Techno-Commercial Bid of the tender shall be opened electronically at 12:00 Hrs. on 11.10.2018.
- (iii) The Part - II: Price Bid will be opened electronically after conducting the e-auction of only those tenderers who techno-commercially qualify on a subsequent date, for which date & time will be intimated separately to the concerned tenderer only.

17. Substitution, Withdrawal of Tender:

The tenderer may substitute or withdraw its offer after submission, before the due date and time of submission of offer i.e. 17:00 Hrs. on 10.10.2018 or any extension thereof as per provision given at Annexure-II. No offer shall be substituted or withdrawn by the tenderer after the due date and time of submission of offer or any extension thereof.

18. Amendment of Tender Document:

At any time prior to the due date for submission of tender, KDS/KoPT may, for any reason, whether at its own initiative or in response to queries/clarifications raised by the tenderer(s) during the pre- bid meeting or otherwise modify the Tender Document by the issuance of Addendum in official website of KoPT (www.kolkataporttrust.gov.in) and also in the website of MSTC (<http://www.mstcecommerce.com/auctionhome/kopt/index.jsp/>).

In order to afford prospective tenderer(s) reasonable time in which to take an Addendum into account, or for any other reason, KoPT may, at its discretion, extend the Due Date of Submission of tender through appropriate notification in the official website <http://www.kolkataporttrust.gov.in> and also in the website of MSTC (<http://www.mstcecommerce.com/auctionhome/kopt/index.jsp/>).

19. Submission of off-line documents:

Hard copy of the document as listed in ANNEXURE –VI, if any shall be submitted separately to the Traffic Manager, KoPT within the date and time of submission of e-tender. The same is to be put inside a sealed cover, super scribing “**Hard Copy**”, mentioning the **Tender No., Name of Empty container stacking yard, Contact details & email id** and **Bidder ID** as provided by MSTC to the bidder during registration. The sealed envelope shall have to be submitted in the designated tender

box kept at the office of the Traffic Manager, located at Subhash Bhawan, Traffic Building, 40, CGR Road, Kolkata – 700043 within the closing time of the e-tender.

20. KoPT and MSTC shall not be responsible for any problem at the bidder's end like failure of electricity, loss of internet connection, any trouble with bidder's PC etc, which may cause inconvenience or prevent the bidder from bidding in any e-tender-cum-e-auction. In case of any problem / interruption in service at server end, MSTC shall do the needful. Besides, decision of MSTC shall be final and binding on all bidders in the event of any dispute as to interruption of connectivity in connection with the tender. Needless to say, the aforesaid decision of MSTC shall be based on proof thereto.

21. Interruption of activities:

In the event of any unforeseen circumstances such as holidays, bandhs, strikes, transport dislocation etc. on the scheduled day of submission of offers / opening of techno-commercial part or price part of the tender, such activity shall take place at the same time on the next working day of KoPT.

22. **Right of acceptance:** Kolkata Port Trust reserves the right to accept or reject any or all tenders without assigning any reason thereof.

23. **Offer Preparation Cost:** The bidder shall be responsible for all the costs associated with the preparation of its offer and its participation in the tender. KoPT will not be responsible in any manner for such costs, regardless of the conduct or outcome of the tender process.

24. Acceptance to Port's offer of allotment:

After finalization of the tender through e-tender-cum-e-auction, the offer of Contract for operation, maintenance and running the facility will be made to the successful bidder. The successful bidder shall be required to formally accept the terms & conditions of the offer of Contract and remit requisite Quarterly fee for 1st quarter plus applicable GST taxes and Security Deposit (having validity of five years plus claim period) within a period as specified in the offer letter, failing which the offer shall stand cancelled and the Earnest Money deposited by the bidder shall stand forfeited. The work order for operation of the empty container stacking yard will be issued after completion of the required formalities including payment as will be specified in the offer letter.

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Part – I: Techno-Commercial Bid

Terms & Conditions of Operation & Maintenance Contract

The terms & conditions of contract and salient conditions of allotment of the Empty container stacking yard as enumerated below are to be read in conjunction with the GENERAL INFORMATION & INSTRUCTIONS TO THE TENDERERS and other terms & conditions as may be imposed by the competent authority while granting the contract.

1. O&M Contract Period: 05 years without any option for renewal.

2. Purpose: Exclusively for the purpose of stacking of empty containers.

Note: The Empty container stacking yard must not be used for any purpose other than mentioned above. Using Empty container stacking yard for any other purpose will lead to termination of O & M contract.

3. Indicative Stacking Capacity: 437 twenty feet containers and 401 forty feet containers may be stacked with average stacking height of 3.5 in the empty container stacking yard at a time.

4. Charges for handling and stacking of empty container to be levied from party must be as follows:-

a) **Lift On / Lift Off Charges** : Rs. 100/- per container (Irrespective of the size of the container).

b) **Storage Charge**

a. Up to 30 Days:

Maximum Rs. 1000 per container (Irrespective of the size of the container).

b. After 30 Days:

Additional maximum Rs. 500 per container per 30 days (Irrespective of the size of the container).

Note: If a party stores his container in the empty container stacking yard for more than 3 months (considering 30 days in a month), then he will pay maximum Rs. 1000 for 1st month, maximum Rs. 1500 for 2nd month, maximum Rs. 2000 for 3rd month and so on.....

5. Guidelines for Operation and Maintenance of Empty Container Stacking Yard:-

The Contractor will undertake the following responsibilities:-

- (i) The Contracted stacking area shall be handed over to Contractor in its present condition on “as is where is” basis and Contractor shall, at its own cost and expenses, improve the same to use it as empty container stacking yard. The Contractor shall obtain all the required statutory permissions from local / State Government authorities concerned to operate the ‘Pay and stack empty container’ facility.
- (ii) The Empty container stacking yard shall be made operational by the Contractor immediately after award of work order of the Empty container stacking yard by KoPT.
- (iii) The empty container stacking yard at Dhobitalao will be handling export and import empty containers.
- (iv) The services for Container stacking shall be provided on 24 x 7 basis round the year.
- (v) The Contractor shall provide stacking services “on first-come-first serve” basis.
- (vi) Regular stacking and movement of Empty Containers in an efficient and organized manner.

(vii) Provide proper sign board including the locations of Container stacking Yard and charges for stacking (as detailed above) at ticket counter & near entry gate of the empty container stacking yard. The Contractor will neither display any advertisement nor provide any ailing / beautification at the site of Pay without prior permission from KoPT.

(viii) CCTV & Computer connectivity:-

- a) Contractor shall have to install CCTV camera at entry and exit gate of Empty Container Stacking Yard for surveillance. CCTV should be maintained in operational condition round the clock.
- b) No reason can be entertained for non-operation of CCTV Camera surveillance System.
- c) Any malfunctioning with the system can be considered as offence.
- d) The instruments placed shall be at the sole responsibility of the Contractor.
- e) Establish required Computer connectivity at his own cost for integration of his system with KoPT's POMS for the sake of easing out congestion at the entry gates of Docks and real time monitoring.
- f) The contractor has to provide live feed with a provision of backup for the preceding 30 days, which shall have to be produced to KoPT authority on demand.

(ix) Data and Records:-

- a) The Contractor shall maintain all the relevant data / records for the number of empty container stacked in the stacking yard and income earned towards stacking charges on the Contracted area and shall furnish the detailed statement of the same on monthly basis for administrative purpose.
- b) Maintain proper record of daily / Annual entry / exit of vehicles at the earmarked Empty Container Stacking Yard and furnish the same to KoPT periodically and as and when required.

(x) Equipment & vehicles:-

- a) The equipment and vehicles shall have to conform to the requirements. The contractor shall obtain the required license for operations of the vehicles and equipment from the authorities concerned and ensure that these are operated by experienced and qualified operators, as per requirement of the local transport and other authorities of the law. No equipment utilizing internal combustion engine shall emit undue smoke and all of them shall confirm to pollution control standards under the environment rules and regulations.
- b) The contractor is obliged to keep the equipment like Reach Stacker, Top lift truck, forklift in proper working condition and to be operated by skilled, licensed and trained man power, wherever required as per existing law.
- c) The preventive maintenance of the equipment should be carried out as per maintenance schedule of equipment and in case of break down, the same should be attended in time and in case of prolonged break down, alternative arrangements should be made to prevent hardship to customers and revenue loss to KoPT.
- d) All equipments & vehicles e.g. Forklifts shall be painted in 'TRAFFIC YELLOW' - color internationally approved for moving equipment.
- e) For efficient and smooth working the handling equipments are required to be made available at all times by the contractor. The contractor shall make his own arrangements for repair/maintenance of all equipments deployed by him. A limited specific area within the Container stacking yard may be provided by KoPT upon the specific request from the

contractor for such maintenance/repair. No other area in the Container stacking yard shall be used for repairs/maintenance.

- f) No unauthorized person should be allowed to work on the Trailers / equipment etc. The drivers and by equipment should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.

(xi) The contractor shall pay all levies, fees, taxes and charges etc., to the appropriate authorities and other bodies as required by them under their rules for the vehicles, equipment, employees and workers engaged by them. These charges shall be borne by the contractor. No reimbursement for such payments shall be claimed by the contractor from the KoPT.

(xii) Ensure proper upkeep / maintenance of the entire Container Stacking Yard.

(xiii) The Container stacking Yard shall always be maintained in neat, clean and hygienic condition by the contractor. Debris / garbage collected on regular and continuous basis shall be disposed of in an environmentally safe manner on day-to-day basis at his own cost.

(xiv) Provide adequate personnel for regulating, issuing token, collecting stacking of empty container charges and recording the entry and exit of vehicles. The contractor shall provide adequate number of supervisors, loaders, tally clerks and other workers/operators at all the operational points of Empty container stacking yard to ensure proper handling and movement of containers and performance of incidental services with the utmost expedition.

(xv) Provide necessary cabin at the entry point with barriers.

(xvi) No empty container should be allowed to be stacked outside the contracted Empty container stacking yard.

(xvii) The contractor should not occupy excess area than the area allotted and if noticed occupying excess area, action will be taken to terminate the contract / recover penalty @3 times SOR rate (applicable SOR at that time) as deemed fit by KoPT. KoPT's decision in this regard will be final and binding on the contractor.

(xviii) The contractor will be responsible for misbehaving with the customers, so he should avoid such activities. If repetitive complaints are received about misbehaving with the customers, necessary actions as deemed fit by KoPT authority will be taken. KoPT's decision in this regard will be final and binding on the contractor.

6. The contractor shall make available the Empty container stacking yard in case of any emergency requirements arises for KoPT.
7. Subject as hereinafter mentioned, KoPT does not guarantee any definite volume of work or any particular pattern of services at any time or throughout the period of the contract. 'No minimum volume of work to be performed can be guaranteed during the period of the contract. However, if the quantum of work increases, the contractor will have to increase the equipments to match with the requirements.
8. No compensation shall be admissible to the contractor in respect of the non-use or detention of any equipment or vehicle at any point of time during the period of contract. The contractor shall insure all the equipment, vehicles, machinery and plant as may be considered necessary against any damage or loss arising during the performance of the work. KoPT will not be responsible for any loss or damage to the equipment/vehicles/machinery of the contractor.
9. The Contractor shall vacate the unencumbered Contracted premises peacefully on completion / early termination of the contract within 15 days of such event.

10. Statutory Clearances for Empty container stacking yards:

The Contractor must obtain all statutory clearances, as may be required as per law including environmental clearance, if necessary at their own cost & arrangement from the concerned Ministries/Departments/ Authorities before commencement of operation and follow all safety norms (detailed hereunder). The contractor will also take all anti-pollution and environment friendly measures in consultation with West Bengal Pollution Control Board and other statutory organizations. The contractor shall be solely responsible for any pollution and environmental degradation arising out of their activities.

11. SAFETY:

- (i) After issuance of work order for the Empty container stacking yard, its security, fire-fighting and other civic facilities/arrangement as required unless otherwise specified, shall have to be made by the contractor at their own cost and to the satisfaction of all concerned authorities. In case of any damage to Trustees' property or neighboring property due to acts of omission/commission of the O & M contract, the contractor shall have to bear all costs and consequences thereof. The contractor shall be liable for safekeeping of the truck/ trailer in the Empty container stacking yard.
- (ii) It shall be the duty of the contractor to acquaint him with all safety regulations regarding handling equipment and Road Transportation of all types of containers. The contractor shall follow the safety requirements mentioned here and as applicable by-laws, rules and regulations all the time during the period of contract.
- (iii) The contractor shall indemnify KoPT against any violation of safety laws, rules and regulations while carrying out operations as required under the contract.
- (iv) **Fire protection:** Successful bidder has to arrange fire fighting arrangement inside the Empty container stacking yard to the satisfaction of KoPT.
- (v) The contractor shall exercise all care and precaution and use proper equipment for handling and transportation of various types of containers to avoid any damages or loss to the container at any stage. The contractor shall be responsible for the safety of the container while in his custody or kept in stacking yard and Provide requisite security services for safety of the empty containers kept in stacking yard. KoPT will not be held responsible for any damages / loss to the container stacked in the Contracted areas.

12. High mast lighting tower has been provided by KoPT in the area. KoPT will undertake the responsibility of providing Electric connection at the Empty container stacking Yards. However, the contractor has to pay charges as applicable towards electric consumption in this regard to KoPT from the date of award of the work order of the Empty Container Stacking Yard.

13. If any other requirement to facilitate 24 hrs smooth operation of Empty Container Stacking Yard, then such facility would be provided by KoPT authority on written request by the contractor only to the extent required for 24 hrs operation.

14. The contractor has to make provision for facilitating 24 hrs survey of container by the nominated surveyor of the customer and his own surveyor as the case may be.

15. Transfer / subletting: No transfer/subletting or sharing of the Empty container stacking yard will be allowed. The contractor shall not transfer, assign, sublet or share use of the allotted empty container stacking yard or any part thereof with anybody or with any organization. Such action will directly lead to termination of O & M contract.

16. Permission for construction: The Contractor shall have to construct only temporary structures at his own cost with prior approval from KoPT. No permanent installation/construction (except

boundary wall) within O&M Contracted Empty container stacking yard shall be allowed. Temporary structures on the O&M Contracted Empty container stacking yard, in conformity with the purpose of the Contract, may be allowed with prior approval from KoPT. However, this permission will be valid up to the date of the validity/extended validity of the Contract and such approval will not give any leasehold right to the Contractor in respect of the O&M Contract Of Empty container stacking yard. Such structures will vest on KoPT after expiry/termination of Contract.

17. In case any underground structure / service line (used/ unused / defunct) so far not known, emerges within the demised empty container stacking yard at a subsequent date after handing over of the said demised empty container stacking yard by KoPT, and poses unforeseen problem to the Contractor, KoPT will consider the same, if requested by the Contractor, within the ambit of the tender terms, to alleviate the distress faced by the Contractor to the extent possible.
18. Without prejudice to other appropriate action being taken, charges will be recovered for encroachment of space under KoPT's possession as per prevailing Schedule of Rent of KoPT's Land and Buildings at Kolkata. However such type of action may lead to termination of contract. Moreover, if the contractor encroaches KoPT's land/structure leased / licensed to third party(s) and such complaint(s) is(are) received, necessary actions as deemed fit by KoPT authority will be taken. However such type of action may lead to termination of contract.
19. The contractor will be required to pay and discharge all present and future rates, Cesses, taxes, duties, charges, assessments, outgoings and premium in respect of policy of insurance against any risk whatsoever which are now or at any time hereafter be assessed, charged or imposed upon or payable in respect of the Empty container stacking yard.
20. **Amicable settlement:** If any dispute or difference or claims of any kind arises between the successful tenderer and KoPT in connection with interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the contract, or the rights, duties or liabilities of the parties under the contract, whether before or after termination of the contract, then the parties shall meet together promptly at the requests of any party in an effort to resolve such dispute, difference or claim by discussions between them.
21. **Arbitration:**
 - a) Failing amicable settlement, 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 as amended from time to time thereafter. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by 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 Arbitrators within 60 days. If the other party fails to appoint its Arbitrators, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996.
 - b) The place of arbitration shall be in Kolkata, West Bengal, India.
23. **Disputes:** In the event of any disagreement/dispute between KoPT and the successful tenderer, disputes shall be resolved under the jurisdiction of appropriate courts in Kolkata only including Kolkata High Court.
24. **Indemnity:**

The Contractor shall, at his own expenses, pay compensation for any injury, loss or reinstate and make good to the satisfaction of KoPT for loss or damage accrued to any property or rights of KoPT whatever, including KoPT's contractors/servants/employees, or any third party arising out of or in any way in connection with the execution or purported execution of the Agreement and further, the Contractor shall indemnify KoPT against all claims enforceable against KoPT (or contractors/servants/employees of KoPT) or which would be so enforceable against KoPT as

applicable, in respect of any such injury (including injury resulting to death), loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

In case there is no ESI registration, Bidder has to submit Indemnity Bond and Affidavit as per the format attached in Appendix-VI.

25. Surrender:

If the Contractor wants to withdraw from O&M Contract with KoPT within the scope of the instant tender, he may apply in writing to KoPT after giving due notice of 3 months. If the Contractor wants to withdraw from O&M Contract with KoPT, Security Deposit deposited shall be retained by KoPT.

26. Force Majeure:

In the event of the Contractor / Kolkata Port Trust being prevented from fulfilling its obligation in full or in part arising out of the contract to be finalized through this tender, due to any Force Majeure event like acts of God (flood, earthquake etc) or war, civil commotion, strike etc, or due to imposition / promulgation of any law or regulation of India, interfering with smooth conduct of the traffic operation, the affected party shall forthwith, but in no case later than 24 hours from the commencement of such event, intimate the other party as to the commencement of such event and continue to intimate after every 7 days during continuance of such event. The affected party shall, upon cessation of such event, promptly inform the other party and shall commence its obligation in part or in full arising out of this contract, which was kept suspended due to such events of Force Majeure. Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event of Force Majeure.

27. Termination:

- a) KoPT reserves the right to terminate the O & M Contract on 'six months' notice if the empty container stacking yard or any part thereof is required for the purpose of construction or carrying out of any works or otherwise for the development of the Port or by the Government in the National Interest or in the interest of the public using the same. If the Contract is cancelled for not complying with the conditions of O & M Contract, no compensation shall be payable by the Port.
- b) The contractor shall ensure to provide services as detailed in the scope of work to the satisfaction of customers at the prescribed rates detailed above. If repeated complaints are received by KoPT from the customers(s) of overcharging and / or not giving proper services, KoPT upon obtaining the views of the parties reserves its right to terminate the contract if the complaint is found to be true. The decision of KoPT in this regard shall be treated as final and binding on the contractor.
- c) KoPT reserves the right to terminate the O & M contract and cancel the O & M contract Agreement (in case there is any contract agreement), if there is any breach of terms and conditions of contract and/or the Agreement, by giving 3 months notice.
The breaches which may result to termination of O & M contract are as follows:

- a) **Non-payment** within maximum permissible time with penalty as detailed in Annexure-III.
- b) **Encroachment**
- c) **Subletting the empty container stacking yard**
- d) **Unauthorized construction**
- e) **Change of purpose-** The O & M contract shall have to utilize the allotted empty container stacking yard for the purpose for which it has been allotted; otherwise the O & M contract shall be liable for termination.
- f) **Non- compliance of conditions of O & M contract.**

28. Compensation:

After the expiry / termination/ determination/forfeiture of contract and despite receiving the notice thereof, or forfeiture of contract on account of any breach, if the contractor continues to occupy it unauthorisedly, the contractor shall be liable to pay compensation for wrongful use and occupation of the same @3 times of SOR (revised from time to time).

29. Agreement:

The Contractor may execute an agreement with KoPT at his own expense and arrangement as per draft format, to be provided by KoPT.

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Part – I: Techno-Commercial Bid

PRICE BID SUBMISSION AND EVALUATION CRITERIA & PROCESS

A. Preparation and Submission Procedure of Tender:

- i. **Language:** The tender and all related correspondence and documents shall be written in English Language. Supporting materials, which are not translated in English and duly certified, may not be considered.
- ii. **PART-I:** Refer to Annexure-II.
- iii. **PART-II:** Price Bid shall contain any amount quoted by bidder. Any condition imposed in 'Price Bid' shall make the bid liable for outright rejection. Price Bid to be submitted on line through e-tendering process ONLY as detailed hereunder.

Important steps for PART-II

1. While quoting, the 'Expected Revenue per annum (ERPA) / Reserve Annual Fee' for the Empty Container Stacking Yard in Rupees shall be displayed automatically by the systems on-screen in the Price Schedule format.
2. Then the bidder shall only fill in the premium amount (lump sum) over the 'Expected Revenue per annum (ERPA) / Reserve Annual Fee'. In other words, the bidder shall indicate and offer the extra amount over the Expected Revenue per annum (ERPA) / Reserve Annual Fee. It is impressed upon the bidder that bid without premium in the manner stated herein is an incomplete bid.
3. Immediately, the system shall display the final quoted total annual fee (i.e. Expected Revenue per annum (ERPA) / Reserve Annual Fee plus quoted premium) with taxes extra thereon.
4. No hard copy of filled in format of the Price Schedule shall be entertained in case of submission thereof to the office of KoPT and / or MSTC.
5. In case a bidder does not participate in the e-auction, his only bid will be that given in the Price Schedule format.
6. Price bids of the techno-commercially qualified bidders shall be opened **AFTER** the e-auction is over.
7. The bidder having given the highest final bid (after considering price given in the Price Schedule and that, obtained through e-auction) amongst all the bidders, shall be accepted as the (H1) successful bidder.
8. In case of Tie in rates in the tender, rebidding (re-auction) will be invited from those bidders who have offered tied (and highest) Price Bid/Auction Bid with the tied Bid as the floor Rate.
9. All taxes, as may be applicable from time to time, shall be payable extra above the final bid amount, if accepted by KoPT as the highest received bid. At present, GST is payable extra as detailed in this tender document.
10. During e-auction, a willing bidder shall get time to submit bid or improve the same, as may be desired, until the scheduled closing time is over.
11. The scheduled closing time of e-auction shall be automatically extended, in case a techno-commercially qualified bidder submits a bid within eight minutes of scheduled closing time of e-auction .For example, if the scheduled closing time is at 17.00 hrs and a bid is submitted at 16.54hrs, the e-auction will not close at 17.00 hrs but would be extended till 17.02hrs.Again, if a

bid is received at 17.01 hrs, a further bid can be submitted till 17.09 hrs. This extension will go on till no bid is received for eight whole minutes.

In other words, a time gap of eight minutes will be allowed between two bids for determining the closing time of e-auction after the expiry of the scheduled closing time of e-auction.

iv. Online E-auction:

The date, time and other details of online e-auction will be intimated to the bidders qualified to participate in the online e-auction, in advance.

B. Test of Responsiveness:

Prior to evaluation of Techno Commercial Bid of the tender, Port will determine whether each offer is responsive to the requirements of the tender document. A tender shall be considered responsive if the tender:-

- a. Is received electronically by the appropriate portal.
- b. Is submitted within the due date including extension period, if any.
- c. Is signed, sealed and marked as stipulated in the tender document.
- d. Is accompanied by the required Letter of authorization (As per Appendix-II).
- e. Contains all the information as requested in the tender document.
- f. Contains information in Formats as specified in this tender document.
- g. Does not show inconsistencies between the offer and the supporting documents.
- h. Proposes no change in the offer as compared to the terms & conditions of the allotment as detailed in this tender document.

Port reserves the right to reject any tender which is non-responsive and it shall be solely at the discretion of the port to allow alteration, modification, substitution or withdrawal to make the bid responsive after opening of the Techno Commercial Bid

C. Clarifications:

To assist in the process of evaluation of Tender, Port may, at its sole discretion, ask any tenderer to provide original documents or any additional documents/ details, seek clarifications in writing from any tenderer regarding its tender. The request for providing such additional details/documents and/or clarification and the response shall be in writing.

D. Confidentiality:

Information required by KoPT from the tenderer(s) for the purpose of examination, evaluation etc. will be kept in confidence by KoPT and will not divulge any such information unless it is ordered to do so by any authority that has power under the law to require its release.

E. EVALUATION OF TECHNO-COMMERCIAL BID:

The techno commercial bid will be evaluated on the basis of the documents submitted by the tenderer and also on the basis of the following:-

- i) Details of Earnest Money Deposit as per Appendix-I, duly filled in, signed and sealed.
- ii) Letter of authorization Appendix-II of tender document.
- iii) Profile / Experience of the Tenderer as per Appendix-III, duly filled in, signed and sealed.
- iv) Declaration of Tenderer as per Appendix-IV, duly filled in, signed and sealed.
- v) Self certified admitted estate port dues (for all plates of the prospective tenderer in KDS and HDC) as per Appendix-V.
- vi) PAN/ TAN (as applicable), GST Certificate/Code, EPF & ESI registration certificate. In case there is no ESI registration, Indemnity Bond as per the format attached in Appendix-VI.
- vii) Self certified copy of bidder's Bank details (i.e. name of bank & address, Current a/c No, IFS Code).

- viii) IT return of the last financial year and Auditor's certified turn over details for the last three financial years ending 31st March 2018.
- ix) Last three years balance sheet and profit & loss account in support of Annual Financial turnover (i.e. 2015-16, 2016-2017 & 2017-18) and the same should be audited as per relevant norms wherever required.
- x) One page write-up in letter head giving his plan of operation in the Empty Container Stacking Yard.
- xi) Duly attested copy of Partnership Deed and Power of Attorney in case the tenderer is a Partnership Firm.
- xii) Certified copy of the Certificate of Incorporation, Memorandum & Article of Association and Power of Attorney in case the tenderer is a Company.
- xiii) Undertaking in bidder's letterhead in lieu of signed copy of full Tender Document, corrigendum and addendum (if any) as per the format attached in Appendix-VII.
- xiv) Other documents, which the tenderer wants to submit (duly signed & sealed).

F. EVALUATION OF PRICEBID:

- (i) KoPT will call all the techno-commercially qualified tenderers to participate in the auction first on the scheduled date and time.
- (ii) After auction, the Price Bids of techno-commercially qualified tenderers only will be opened.
- (iii) The bidder having given the highest final bid (after considering price given in the Price Schedule and that, obtained through e-auction) amongst all the bidders, shall be accepted as the successful (H1) bidder.

Note:

- I. Mere submission of Tender Documents will not mean that a particular tender will be automatically considered qualified. Such qualification will be examined at the time of evaluation of bids.**
- II. The substitution or withdrawal of offer may be done as per provision mentioned at Annexure-II before due date and time for submission of the offer. In such case, only the substituted offer would be considered & the offer earlier submitted would not be considered.**

.....

Part – I: Techno-Commercial Bid**List of documents to be uploaded & submitted by the Tenderers****The techno-commercial part of the offer shall contain the following:-**

Sl. No.	On-line submission of the following
(i)	Scanned copy of Authorization letter (Appendix-II) in favor of the signatory to the tender.
(ii)	Profile of the tenderer to be filled online as per the format in Appendix-III.
(iii)	Scanned copy of duly filled in Appendix – IV (for undertaking for not having been black-listed etc).
(iv)	Self certified scanned copy of IT return of the last financial year and Auditors certified turn over details for the last three financial years ending 31 st March 2018.
(v)	Self certified scanned copy of last three years balance sheet and profit & loss account in support of Annual Financial turnover (i.e. 2015-16, 2016-17, 2017-2018), and the same should be audited as per relevant norms wherever required.
(vi)	Self certified scanned copy of duly signed self declaration of the bidder as to the amount of admitted estate port dues (for all plates of the prospective tenderer in KDS and HDC) as on the day of NIT as per format given in Appendix – V. In case there are unpaid dues, the prospective tenderer may be allowed to participate in tender, only if he agrees to pay the dues before the price bid opening, failing which EMD will be forfeited.
(vii)	Self certified scanned copy of IT PAN Card/ TAN, GST, EPF & ESI Registration certification.
(viii)	Self certified scanned copy of bidder's Bank details (i.e. name of bank & address, Current a/c No, IFS Code).
(ix)	Similar nature of work: Copy of the work order having details of similar nature of work and work schedule/BOQ shall have to be submitted along with payment certificate(s)/completion certificate(s) in the technical bid for verification of the credentials. For running contract one year completion is mandatory.
(x)	One page write-up in letter head giving his plan for operation & running of empty container stacking yard facility at the designated site.
(xi)	Scanned copy of Self certified partnership deed or Memorandum of Association & Article of Association, as applicable, for the bidder concerned.
(xii)	Scanned copy of certificate of Incorporation, Memorandum & Article of Association and Power of Attorney in case the tenderer is a company.
(xiii)	In case there is no ESI registration as mentioned above in Sl. No. (vi), Bidder has to submit Indemnity Bond & Affidavit as per the format attached in Appendix-VI.
(xiv)	Undertaking in bidder's letterhead in lieu of signed copy of full tender document as per format in Appendix-VII.
Off-line submission of	
(xv)	Earnest Money Deposit (EMD) and Tender Fee in the way as mentioned in Annexure-II with filled in format annexed in APPENDIX-I.

Part – I: Techno-Commercial Bid

Format for Tender Fee and Earnest Money deposited for participation in the tender

(To be downloaded, filled in, signed with seal, and submitted in the tender box)

Empty Container Stacking Yard at Dhobitalao

Stacking Yard Plot No.	Amount as	Amount (in Rs.)	Equivalent reference No. with date, as applicable	Name and Branch of remitting Bank
(6+7+8)	Tender Fee			
	EMD			

Address of the bidder.....

E mail id of the bidder.....

Name & Contact No. of the representative of the bidder

.....

Date:

Place:

(Signature of the bidder with stamp)

.....

Part – I: Techno-Commercial Bid

FORMAT FOR AUTHORISING SIGNATORY OF THE TENDER

[To upload a scanned copy]

(To be downloaded, filled in, signed with seal, scanned and uploaded)

Dated:

Letter of authorisation
To whomsoever it may concern

Mr./Mrs. _____(Name of the Person(s), domiciled at
_____(Address), acting as _____ (Designation and
name of the firm), and whose signature(s) is/ are attested below, is hereby authorized on behalf
of _____(Name of the bidder) to sign and submit tender
document under his/ their e-signature.

Mr./Mrs..... is/ are further authorized to provide information
and respond to enquiries etc, as may be required by the Kolkata Dock SYSTEM, Kolkata Port
Trust or any governmental authority in connection with Tender No. KoPT/KDS/TFC/06-2018
and to sign and file relevant documents in respect of the above.

.....

(Signature of Mr.....)

Signature is attested

.....

(Signature of the authorizing person)

Designation

For.....

.....

Part – I: Techno-Commercial Bid**PROFILE OF THE TENDERER
(To be filled by the Tenderer on line)**

(A) In case of a Limited company

1	Name of the company	
2	Address of present Registered office.	
3	Reference of communication a. Telephone No.	
	b. Fax No.	
	c. E- mail Address	
4	Date of its incorporation	
5	PAN No.	
6	Full name and address of each of its directors and any special particulars as to Directors if desired to be stated.	
7	Copies of Memorandum, Articles of Association(with the latest amendments if any)	
8	Copies of audited Balance sheet of the company for the last three years	
9	GSTIN	

(B) In case of Firm

1	Name of the company	
2	Address of present Registered office.	
3	Reference of communication a. Telephone No.	
	b. Fax No.	
	c. E- mail Address	
4	Date of its incorporation	
5	PAN No.	
6	If registered, a certified copy of the certificate of Registration	
7	Certified copy of the partnership Deed	
8	Full name and address of each of the partners and the interest of each partners in the partnership	
9	Copies of audited balance sheet of the firm for the last three years.	
10	GSTIN	

(C) In case of Individual

1	Full name of the tenderer	
2	Address of the Tenderer	
3	Reference of communication	
	a. Telephone No.	
	b. Fax No.	
	c. E- mail Address	
4	Name of the father of the tenderer	
5	Date of its incorporation	
6	PAN No.	
7	Copies of audited Balance sheet for the last three years , if required	
8	GSTIN	

Date : _____

Place :

(Signature of bidder)
(Designation & Seal of Office)

Enclosures : _____Nos.

.....

Part – I: Techno-Commercial Bid

DECLARATION BY THE TENDERER

(To be downloaded, filled in, signed with seal, scanned and uploaded)

I (signatory of this undertaking) _____
son/daughter of _____
_____ aged about _____ years, by faith
_____ by occupation _____, residing at
_____, do hereby solemnly affirm and declare as follows:

I/We am/are a citizen(s) of India;

I/We have not been removed/ dismissed from service/employment earlier;

I/We have not been found guilty of misconduct in professional capacity;

I/We am not an undischarged insolvent;

I/We have not been convicted of an offence;

I/We have not concealed or suppressed any material information, facts and records and

I/We have made a complete and full disclosure.

I/We have not been delisted/debarred/blacklisted by any Govt. Ministry/ Department / PSU/ Autonomous Body/ Local Authority in connection with our business with them in any manner whatsoever, during last 5 years.

I/We _____ (Name of tenderer/bidder) having examined the Tender Document (mention NIT No....) and fully understood its content including the General Information & instructions to Tenderers and evaluation criteria, hereby submit the Tender for allotment of KoPT Empty Container Stacking Yard msg. about sq.mtrs. for Empty Container Stacking Yard Plot No.....on “as is where is” basis though through tender-cum-e-auction for the purpose as indicated in the format of this tender document.

I/We accept all the terms & conditions of the Tender Document (mention NIT No....).

I/We have deposited requisite Earnest Money and Tender Fee for the said tender as per procedure mentioned in Schedule of Tender.

I/We submitted copies of the required documents as mentioned in the Tender Document.

I/We have examined and have no reservations to the Tender Document issued by KoPT thereon.

I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.

I/we understand that KoPT reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.

I/We hereby undertake that we will abide by the decision of KoPT in the matter of examination, evaluation and selection of successful bidder and shall refrain from challenging or questioning any decision taken by KoPT in this regard.

I/We hereby undertake that in the event of furnishing any incomplete/ incorrect / false statement / scanned copy of any tampered document, the responsibility shall entirely lie with us and KoPT shall have every authority to outright reject our bid with forfeiture of full amount of EMD without any opportunity of communication from our end and initiate further action, if deemed necessary by KoPT.

In the above undertaking, 'I' stands for the individual or the proprietor and 'We' stands for tenderers having other legal status.

Dated:

Signature.....

Name.....

Address.....

.....

Seal of the bidder:
Signature of the bidder with office seal

Date:

Witness: -

Sl. No.	Name	Address	Signature
1			
2			

.....

Part – I: Techno-Commercial Bid**Self declaration of the bidder as to the amount of admitted estate port dues as on the day of NIT****(To be downloaded, filled in, signed with seal, scanned and uploaded)**

Name of Dock	Type of occupation	Plate No.	Name of Contractor/ Contractor	Outstanding dues as on the date of NIT (in Rs.)	Remarks
KDS	Contract				
	Lease				
	Foreshore occupation				
HDC	Contract				
	Lease				
	Foreshore occupation				
Total					

The above statement is true to the knowledge and belief of the undersigned and subject to acceptance by KoPT.

We hereby agree that in case, there are outstanding admitted estate port dues payable to KoPT, we may be allowed to participate in tender, only on the condition that we shall pay the total port dues before the price bid opening, failing which I/We may be declared disqualified in the tender process & my/our EMD may be forfeited in full.

Dated:

Signature.....

Name.....

Address.....

.....

Seal of the bidder:

Signature of the bidder with office seal

(FORMAT OF INDEMNITY BOND)

On the Rupees Fifty Non – Judicial Stamp Paper

I N D E M N I T Y B O N D

By THIS BOND I, Shri/Smt-----, son of Shri/Smt.-----
-----Residing at ----- by occupation ----
-----the Partner/Proprietor/Director-----having office at -----
----- am a tenderer under Traffic Department, Kolkata Port Trust(A statutory body under MPT Act, 1963)

2. WHEREAS , the said Kolkata Port Trust asked the every tenderer, who is not covered under E.S.I Act or exempted to furnish an Indemnity Bond in favour of Traffic Department, Kolkata Port Trust against all damages and accident to the Labourer Tenderer/contractor.

3. NOW THIS BOND OF INDEMNITY WITNESS THAT the Tenderer/contractor named herein above shall indemnify the Kolkata Port Trust AGAINST ALL DAMAGES AND ACCIDENT OCCURRING TO THE Labourers of the Tenderer/contractor as demanded by the Kolkata Port Trust and which shall be legal and /or claimed by the Kolkata Port Trust during the execution of the work stated in the NIT No----- of -----.

4. AND the contractor hereunder agrees to indemnity and at all times keep indemnified the Kolkata Port Trust and its administrator and representative.

5. And also all such possible claim or demand for damages and accidents. In the event the declaration is found to be wrong and false, the tenderer will be held responsible for all the consequences in respect of compliance of The Employees State Insurance Act, 1948.

In WITNESS WHEREOF I-----, the Partner/Proprietor/Director----- Hereto setand seal this the----- Day of-----In the year----- at-----.

Sureties

Signature of the Indemnifier

1. Signature:

Name:

Address:

2. Signature:

Name:

Address:

3. Witness:

Signature:

Name:

Address:

NIT No. KoPT/KDS/TFC/06-2018

(On Non-judicial Stamp Paper worth Rs.10/-)

To be filled up and submitted offline before the due date

AFFIDAVIT BEFORE THE 1st CLASS JUDICIAL MAGISTRATE

I.....son ofaged 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 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 the Clause
No. of the NIT No. issued
by the Kolkata Port Trust in respect of the work(the work is to be
mentioned).....

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

DEPONENT

Identified by me.

Undertaking to be submitted in lieu of uploading/submitting signed copy of full tender document

[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S LETTERHEAD, SIGNED, SCANNED AND UPLOADED]

NIT No. KoPT/KDS/TFC/.....

Date

Traffic Manager
Traffic Building, Subhash Bhawan
TRAFFIC DEPARTMENT
40, C.G.R. ROAD,
KOLKATA- 700043
Contact No.- 033 24392926

Dear Sir,

I/We,(Name of Tenderer) have fully read and understood the entire Tender Document, GCC, and Addendum, Corrigendum if any, downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC and Addendum, Corrigendum.

I/We are submitting this undertaking in lieu of submission of signed copy of the full tender document GCC and Addendum, Corrigendum.

Yours faithfully,

.....

Signature of Tenderer

Name:

Designation:

Date :

Seal of the tenderer.....

KOLKATA PORT TRUST
TRAFFIC DEPARTMENT
40, C.G.R. ROAD,
KOLKATA- 700043
Website: kolkataporttrust.gov.in
Tender NIT No. KoPT/KDS/TFC/06-2018

Part – II: Price Bid

PRICE SCHEDULE (COVER- II)

Allotment of Empty Container Stacking Yard at Dhobitalaw for stacking empty container on O&M Contract for five years , on “as is where is” basis though without renewal option, against payment of Annual fee, to willing tenderers through e-tender-cum-e-auction.

Empty Container Stacking Yard Name <small>[Will be shown by the systems automatically]</small>	Indicative Capacity of Empty Container Stacking Yard <small>[Will be shown by the systems automatically]</small>	Total Area in sq. m. <small>[Will be shown by the systems automatically]</small>	Expected Revenue per annum (ERPA) / Reserve Annual Fee in Rs. (excluding tax) <small>[will be displayed by the system automatically]</small>	Premium in Rs. (excluding tax) <small>(To be quoted by the bidder)</small> <small>[Here, premium is the additional / extra amount over the Expected Revenue per annum (ERPA) / Reserve Annual Fee offered to be paid by the bidder]</small>	Final quoted value in Rs. (Taxes extra) <small>[Will be shown by the systems automatically]</small>
Plot No.- (6+7+8)	437 Twenty feet Empty containers & 401 Forty feet Empty containers	12,306.80 Sq. Mtr.	84,47,040/-		

.....

