

**Tender No. Admn/L/2019-21**

**KOLKATA PORT TRUST**

**HALDIA DOCK COMPLEX**

**TENDER DOCUMENT**

**F O R**

**SUPPLY AND OPERATION OF**

**LAUNCH BETWEEN ROYCHAK & KUKRAHATI**

**UNDER HALDIA DOCK COMPLEX**

**TENDER No. : ADMN/L/T/2019-21**

**E-tender No. : KoPT/Haldia Dock Complex/Admn. Div/8/18-19/ET/308**

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### **DISCLAIMER**

The information contained in this Notice Inviting Tender and Tender Document or subsequently provided to bidder(s), whether verbally or in Documentary or any other form by or on behalf of Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT) or any of its employees or advisers, is provided to bidder(s) on the terms and conditions set out in this Notice Inviting Tender and Tender Document and such other terms and conditions subject to which such information is provided.

This Notice Inviting Tender and Tender Document is not an agreement and is neither an offer nor invitation by HDC-KoPT to the prospective bidder(s) or any other person. The purpose of this Notice Inviting Tender and Tender Document is to provide interested parties with information that may be useful to them in the formulation of their Bids/Tenders pursuant to this Notice Inviting Tender and Tender Document. This Notice Inviting Tender and Tender Document include statements, which reflect various assumptions and assessments arrived at by HDC-KoPT in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This Notice Inviting Tender and Tender Document may not be appropriate for all persons, and it is not possible for HDC-KoPT, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Notice Inviting Tender and Tender Document. The assumptions, assessments, statements and information contained in this Notice Inviting Tender and Tender Document may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct own investigation and analysis and check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Notice Inviting Tender and Tender Document and obtain independent advice from appropriate sources, for which HDC-KoPT shall neither be responsible nor incur any financial cost or expense.

Information provided in this Notice Inviting Tender and Tender Document to the bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. HDC-KoPT accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

HDC-KoPT, its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Notice Inviting Tender and Tender Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Notice Inviting Tender and Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Notice Inviting Tender and Tender Document or arising in any way in this Selection Process.

HDC-KoPT also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this Notice Inviting Tender and Tender Document.

HDC-KoPT may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Notice Inviting Tender and Tender Document. The issue of this Notice Inviting Tender and Tender Document does not imply that HDC-KoPT is bound to select a bidder or to appoint the Selected bidder, as the case may be, for the project and HDC-KoPT reserves the right to reject all or any of the Bids/Tenders without assigning any reasons whatsoever.

The Bidder/Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid/Tender including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by HDC-KoPT or any other costs incurred in connection with or relating to its Bid/Tender. All such costs and expenses will remain with the bidder and HDC-KoPT shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Bid/Tender, regardless of the conduct or outcome of the selection process.

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**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX  
Administration Division, Jawahar Tower Complex,  
P.O.: - Haldia Township, Dist.:Purba Midnapore,  
PIN : 721607, West Bengal.  
FAX :03224-263152**

**NOTICE INVITING TENDER (NIT)**

Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT) invites E-Tender under single stage two part system (**Part I: Techno-Commercial Bid** and **Part II: Price Bid**) from experienced, bonafide and reliable transport contractors for supply & operation of launch between Roychak and Kukrahati under Haldia Dock Complex, Kolkata Port Trust. The bidder shall have the experience of fully operation of launch.

The Tender Document may be seen from MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) , <https://eprocure.gov.in> and [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in). However, Corrigendum / Addendum / clarifications, if any, shall be hosted only on MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) and [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in).

Further, intending bidders shall submit their bid electronically only through MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com). Tenderers should visit the websites frequently. [Any clarification on technicality of submission of bid for e-tendering, queries may be sent to email of MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com)]

**SCHEDULE OF TENDER (SOT):**

a.	TENDER NO.	<b>ADMN/L/T/2019-21</b>
b.	MODE OF TENDER	e-tender System (Online Part I – Techno-Commercial Bid and Part II – Price Bid) through <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender shall be accepted by Haldia Dock Complex, Kolkata Port Trust.
c.	E-Tender No. (System Generated)	KoPT/Haldia Dock Complex/Admn. Div/8/18-19/ET/308
d.	Date of NIT available to parties to download	30 October, 2018
e.	Offline Pre-Bid Meeting date & Time	08 November, 2018 at 1100 Hours
f.	Pre –Bid Meeting closing date & Time	NA
g.	Estimated Cost	<b>Rs.56.54 lakhs.</b>
h.	i) Earnest Money Deposit	The intending bidders should submit Earnest Money of <b>INR 1,13,080/-</b> (Rupees One Lakh Thirteen Thousand Eighty only) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected. The bidders are advised to deposit Earnest Money using the Axis Bank Payment Gateway only. No other method of payment of Earnest Money

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			<p>shall be accepted.</p> <p>The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site (www.mstcecommerce.com→ e-Procurement →Psu / Govt depts→Kolkata Port Trust ) itself under the icon: “ HDC EMD/Tender Fee Payment” . Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway by from Axis bank easy pay site (https://easypay.axisbank.co.in→ Others→Haldia Dock Complex)</p> <p>For making payment of Earnest Money through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e- tender number of the tender for which the payment is to be made).</p> <p>The method of use of the gateway is indicated under <b>“Procedure of Payment of Earnest Money and Bid Document Fee Through Axis Bank Gateway”</b> section of the tender document.</p> <p>Through Axis Bank Gateway with the tender.</p> <p>Tenderers should deposit Earnest Money before filling and submission of bids.</p> <p>Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting vendor/contractor : b) E- Tender No. : KoPT/Haldia Dock Complex/Admn. Div/8/18-19/ET/308 c) Amount remitted : d) Remittance Bank Details: e) URN No.: f) Date of payment: NOTE : The bidders, who are not</p>
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			<p>registered with MSTC are advised to get themselves registered with MSTC at <b>least 72 hours prior to making payment</b> of Earnest Money through the Axis Bank Payment Gateway.</p>
	ii)	Bid Document Fee	<p>The intending bidders should submit Bid Document Fee of INR 1770/- (<b>Rupees one Thousand Seven Hundred Seventy only including GST @18 %</b>) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected.</p> <p>The bidders are advised to deposit Bid Document Fee using the Axis Bank Payment Gateway only. No other method of payment of Bid Document Fee shall be accepted.</p> <p>The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site (<a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-Procurement → Psu / Govt depts → Kolkata Port Trust ) under the icon: “ HDC EMD/Tender Fee Payment”. Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway by from Axis bank easy pay site (<a href="https://easypay.axisbank.co.in">https://easypay.axisbank.co.in</a> → Others → Haldia Dock Complex)</p> <p>For making payment of Bid document fee through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e- tender number of the tender for which the payment is to be made).</p> <p>The method of use of the gateway is indicated under “Procedure of Payment of Earnest Money and Bid Document Fee Through Axis Bank Gateway” section of the tender document.</p> <p>Tenderers should deposit Bid document fee before filling and submission of bids.</p> <p>Details of Bid document fee remitted</p>

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			<p>should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting vendor/contractor :</p> <p>b) E- Tender No. : KoPT/Haldia Dock Complex/Admn. Div/8/18-19/ET/308</p> <p>c) Amount remitted :</p> <p>d) Remittance Bank Details:</p> <p>e) URN No.:</p> <p>f) Date of payment:</p> <p>NOTE : The bidders, who are not registered with MSTC are advised to get themselves registered with MSTC at least 72 hours prior to making payment of Earnest Money &amp; Bid document Fee through the Axis Bank Payment Gateway.</p>
	iii)	Transaction Fee	<p><b>INR 3336/-</b> (Rupees Three Thousand Three Hundred Thirty Six only) including GST @ 18 % on Service Charge towards Payment of Transaction fee only through the link "Transaction Fee Payment" of MSTC LIMITED. (<b>refer clause. No. 4 of "Important instructions to the Bidder for E-procurement"</b>)</p>
i.	Last date of submission of EMD & Bid Document fee.		19 November, 2018 up to 1500 hours
	Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.		Three working days before the last date of closing of online bidding for the e-tender.
j.	Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a>		From 9 November, 2018, from 0930 hours
k.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.		19 November 2018 up to 1500 hours
l.	Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately		19 November, 2018 after 1530 hours

**Annexure-I**

**Important instructions to the Tenderer for E-procurement**

This is an e-procurement event of Haldia Dock Complex, Kolkata Port Trust. The e-tender service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

Bidders are requested to read the terms & conditions as at various Annexures/Appendices of this tender before submitting online tender. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1.	<p><b>Process of E-tender:</b></p> <p><b>A) Registration:</b> The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p><b>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a></b></p> <p>1). Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>→ e-Procurement →Psu / Govt depts→Register as Vendor Filling up details and creating own user id and password→ Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>Tenderers are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem.</p> <p>In case of any clarification, please contact HDC/MSTC, (before the scheduled time of the e- tender).</p> <p>Contact persons (Haldia Dock Complex):</p> <table><tr><td>1. . Shri C Chatterjee, Senior Deputy Manager (Admin.), Haldia Dock Complex Ph. No. 03224 263178 Mob No.9434083699 E-Mail <a href="mailto:cchatterjee.hdc@nic.in">cchatterjee.hdc@nic.in</a></td><td>2. Shri S Mandal, Dy. Manager (Admn), Haldia Dock Complex, Ph. No. 03224 263307 Mob No.9434064472 Email- <a href="mailto:snmandal.hdc@nic.in">snmandal.hdc@nic.in</a></td></tr></table> <p>Contact persons (MSTC Ltd):</p> <table><tr><td>1. Mr. V. K. Jaiswal Regional Manager (ERO) Mobile No: +919903042449 Email- <a href="mailto:yikash@mstcindia.co.in">yikash@mstcindia.co.in</a></td><td>2. Mr. P. Biswas Asstt.Manager (ERO) Mobile No.- +919903248755 Email: <a href="mailto:pbiswas@mstcindia.co.in">pbiswas@mstcindia.co.in</a></td></tr><tr><td>3. Mr. M. H. Jain Asstt.Manager (ERO) Mobile No: +919721277969 Email- <a href="mailto:mhjain@mstcindia.co.in">mhjain@mstcindia.co.in</a></td><td>Google hangout ID(for chat ) - <a href="mailto:mstceproc@gmail.com">mstceproc@gmail.com</a> <b><u>Landline:03322901004</u></b></td></tr></table> <p><b>B) System Requirement:</b></p> <p>i) Windows 98 / XP-SP3 &amp; above/Windows 7 Operating System / Windows 8</p> <p>ii) IE-7 and above Internet browser.</p>	1. . Shri C Chatterjee, Senior Deputy Manager (Admin.), Haldia Dock Complex Ph. No. 03224 263178 Mob No.9434083699 E-Mail <a href="mailto:cchatterjee.hdc@nic.in">cchatterjee.hdc@nic.in</a>	2. Shri S Mandal, Dy. Manager (Admn), Haldia Dock Complex, Ph. No. 03224 263307 Mob No.9434064472 Email- <a href="mailto:snmandal.hdc@nic.in">snmandal.hdc@nic.in</a>	1. Mr. V. K. Jaiswal Regional Manager (ERO) Mobile No: +919903042449 Email- <a href="mailto:yikash@mstcindia.co.in">yikash@mstcindia.co.in</a>	2. Mr. P. Biswas Asstt.Manager (ERO) Mobile No.- +919903248755 Email: <a href="mailto:pbiswas@mstcindia.co.in">pbiswas@mstcindia.co.in</a>	3. Mr. M. H. Jain Asstt.Manager (ERO) Mobile No: +919721277969 Email- <a href="mailto:mhjain@mstcindia.co.in">mhjain@mstcindia.co.in</a>	Google hangout ID(for chat ) - <a href="mailto:mstceproc@gmail.com">mstceproc@gmail.com</a> <b><u>Landline:03322901004</u></b>
1. . Shri C Chatterjee, Senior Deputy Manager (Admin.), Haldia Dock Complex Ph. No. 03224 263178 Mob No.9434083699 E-Mail <a href="mailto:cchatterjee.hdc@nic.in">cchatterjee.hdc@nic.in</a>	2. Shri S Mandal, Dy. Manager (Admn), Haldia Dock Complex, Ph. No. 03224 263307 Mob No.9434064472 Email- <a href="mailto:snmandal.hdc@nic.in">snmandal.hdc@nic.in</a>						
1. Mr. V. K. Jaiswal Regional Manager (ERO) Mobile No: +919903042449 Email- <a href="mailto:yikash@mstcindia.co.in">yikash@mstcindia.co.in</a>	2. Mr. P. Biswas Asstt.Manager (ERO) Mobile No.- +919903248755 Email: <a href="mailto:pbiswas@mstcindia.co.in">pbiswas@mstcindia.co.in</a>						
3. Mr. M. H. Jain Asstt.Manager (ERO) Mobile No: +919721277969 Email- <a href="mailto:mhjain@mstcindia.co.in">mhjain@mstcindia.co.in</a>	Google hangout ID(for chat ) - <a href="mailto:mstceproc@gmail.com">mstceproc@gmail.com</a> <b><u>Landline:03322901004</u></b>						



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	<p>iii) Signing type digital signature</p> <p>iv) JRE 7 update 9 and above software to be downloaded and installed in the system.</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level</p> <p>To disable "Protected Mode" for DSC to appear to appear in the The signer box following setting may be applied.</p> <ul style="list-style-type: none"> <li>Tools =&gt; Internet Options =&gt;Security =&gt; Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".</li> <li>Other Settings:</li> </ul> <p>Tools =&gt; Internet Options =&gt; General =&gt; Click On Settings under "browsing history/ Delete Browsing History" =&gt; Temporary Internet Files =&gt; Activate "Every time I Visit the Webpage".</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level (Please run IE settings from the page <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> once)</p>
2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by HDC. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p>
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	<p>Special Note towards Transaction fee:</p> <p>The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p>Transaction fee is non-refundable.</p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE : Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5.	Vendors are instructed to use Attach Doc button under AUC Floor Manager menu. Multiple documents can be attached. Maximum size of single document for upload is 5 MB.
6.	All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by HDC. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC Ltd. (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
7.	<p>(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document.</p>

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	(ii)	No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a> of MSTC Ltd.
8.	E-tender cannot be accessed after the due date and time mentioned in Schedule of Tender (SOT) or any extension thereof.	
9.	Bidding in e-tender:	
	a.	Bidder(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by HDC. Bank details i.e. name of bank and & address, Current a/c no, IFS Code to be mentioned by the tenderer for refund.
	b.	The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
	c.	The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement → Psu/Govt depts → Login → My menu → AUC Floor Manager → live event → Selection of the live event → Common Terms → Attach Doc → Techno Commercial Bid → Price Bid → Final Submission.
	d.	The Tenderer should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the Tenderer will not be able to save/submit his bid.
	e.	After filling the Techno-Commercial Bid, Tenderer should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then Tenderer should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the Tenderer can click on the "Final Submission" button to register their bid.
	NOTE: - The Techno-Commercial Bid & Price Bid cannot be revised once the 'Final Submission' button has been clicked by the bidder.	
	a.	In all cases, Tenderer should use their own ID and Password along with Digital Signature at the time of submission of their bid.
	b.	During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
	c.	The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
	d.	All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that Tenderer and acceptance of the same by the Buyer will form a binding contract between Buyer and the Tenderer for execution of supply. Such successful tenderer shall be called hereafter Supplier.
	e.	It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
	f.	Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
	g.	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any Tenderer confirms his acceptance of terms & conditions for the tender.
	h.	Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
10	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.	

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11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	After submitting online bid, the Tenderer cannot access the tender, once it has been submitted with digital signature.
13.	HDC has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
14.	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a> of MSTC Ltd.
15.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
16.	The bid will be evaluated based on the filled-in technical & commercial formats.
17.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the Tenderer is found to be false during scrutiny or any time thereafter, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
18.	Necessary addendum / corrigendum (if any) of tender would only be hosted in the e-tendering portal of M.S.T.C.
19	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC (DISTRICT INDUSTRIES CENTRE)/ Udyog Aadhaar Certificate.
20	Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.
21	If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.
22	Copy of valid NSIC Certificate for MSEs along with DIC (DISTRICT INDUSTRIES CENTRE)/ Udyog Aadhaar Certificate has to be submitted along with the bid.
23	Due date of submission of tender will not be extended under any situation.

**PROCEDURE OF PAYMENT OF EARNEST MONEY AND BID DOCUMENT FEE  
THROUGH AXIS BANK GATEWAY**

1. The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site ([www.mstcecommerce.com](http://www.mstcecommerce.com) → e-Procurement → *Psu / Govt depts.* → *Kolkata Port Trust* ) under the icon: “ HDC EMD/Tender Fee Payment” . Clicking this icon will take the bidders to the Axis bank gateway.

Alternatively, the Bidders can also access the gateway by from Axis bank easypay website site (<https://easypay.axisbank.co.in> → Others → Haldia Dock Complex)

2. The Bidder will be required to mention the Bidder's ID (The ID used by the Bidder for logging in the MSTC Website) and Bid Id ( E-tender Number of the Tender against which the Bidders intend to submit Bid) and then Click 'VALIDATE'.
3. A webpage will populate where the Bidder will be required to select: Earnest Money Or Bid Document Fee, then indicate his Mobile Number and the CAPTHA displayed in the webpage.
4. Depending on the selection, another webpage will come up.
5. In case of selection of Earnest Money, The bidder will be required to select the option of With or Without Bank Guarantee. In case of Bids, where there is no option to pay through BG, the Bidders should select the option 'Without'.

In case of any tender, where there is an option to pay a part of EM through Bank Guarantee and the Bidders wants to avail that option, the bidder should select 'With'.

6. The Bidder will be required to mention their Bank Account Number, IFSC Code of his Bank, and the Name of the Account, insert the Captcha mentioned in the web page and then 'SUBMIT'. In case of Bid Document Fee payment, Bank Account Number would not be required.

An URN Number will be generated. Bidders may keep note of this URN Number for all future reference.

7. Another webpage will come up and the Bidder will have the option to select payment methods from – (i) Internet Banking and (ii) NEFT/RTGS after agreeing with the terms and conditions by clicking the dialogue box appearing in the webpage.
8. In case of selection of Internet Banking, the bidder will be required to select any Bank of their choice and depending on the selection the bidder will then be guided to the webpage of the respective Bank. After validating the payment in the respective bank, the system will return to the Axis Bank Payment gateway.
9. In case of selection of RTGS/NEFT, the webpage will generate a payment advice.

The Bank Account Number, IFSC Code of the Bank, Name of the payee i.e Haldia Dock Complex and the amount to be paid will be indicated in the said payment advice. The Bidders will also get an SMS and Email detailing the same.

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The Bidder will be required to mention the same correctly in the Bank challan which is required to be filled up for payment by RTGS/NEFT in the bank from where they intend to make the payment.

The Bidders should note that Bank A/C number of HDC mentioned in the Payment advice will change for each and every transaction and hence for each and every payment the entire process from the beginning will have to be followed for generation of a URN Number.

10. For payment of Bid Document fee, identical process is to be followed.
11. The Bidders will be able to know the status of their payment by using the 'Enquire URN' facility by mentioning the URN Number in the Axis Bank login page. Until such time the payment is credited to HDC's A/C the system will show the status as 'Pending'.
12. The Bidders should note that until such time the status remains 'Pending', the payment is not made to HDC and mere generation of URN Number will not signify payment of EM or Bid Document Fee. Hence, if the status remains 'Pending' after some time of submitting the RTGS/NEFT payment request at their Bank, then the bidder should contact their Bank to enquire about the status of RTGS/NEFT request.
13. In case of any problem relating to use of the payment gateway the bidder should contact the tender inviting authorities whose phone number and email address is mentioned in the e-tender.

## **1. ELIGIBILITY CRITERIA**

- 1.1 Reputed Organizations as single entity is eligible to participate in the tender. Further, the tenderer may be a natural person, private entity or government entity. No consortium shall be allowed to participate in the tender.
- 1.2 The purchaser of the tender document must be the tenderer

### **1.3 Essential Technical Capacity:**

- 1.3.1 The Tenderer shall submit evidence that the Tenderer has successfully executed similar work( order letter and successful execution certificate to be provided) as per the following:
- (1) At least 3 similar completed works each worth not less than INR 22.62 lakhs over a period of last 7 years ending on 30.09.2018 or
  - (2) At least 2 similar completed works each worth not less than INR 28.27 lakhs over a period of last 7 years ending on 30.09.2018 or
  - (3) At least 1 similar completed work each worth not less than INR 45.23 lakhs over a period of last 7 years ending on 30.09.2018.

NOTE 1: The term 'similar work' means having experience in supply and operation of launches in govt./Public/Private Sector Enterprise.

NOTE 2: The term 'completed work(s)' means the executed/completed portion of work order, even if the work has not been completed in totality(subject to furnishing proof of executed value of the work in the form of completion certificate from the beneficiary to the effect that the job to this extent has been done by the tenderer satisfactorily).

- 1.3.2. The details of the Technical Capacity shall be furnished by the tenderer as per format at **Appendix-III** and certified by Statutory Auditor/Certified Public Accountant/Chartered Accountant.

### **1.4 Essential Financial Capacity:**

- 1.4.1. Average Annual Financial Turnover for the last 3(three) financial years ending 31.03.2018 must be at least INR 16.96 Lakhs.
- 1.4.2. The details of the Financial Capacity shall be furnished by the tender as per format at Appendix-IV and certified by Statutory Auditor/Certified Public Accountant/Chartered Accountant.
- 1.5 (a) The tenderer shall submit certified copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable. If this is not applicable, the tenderer should submit a declaration in this regard with an evidential document.
- (b) The bidder shall submit copy of GST Registration Certificate / Provisional Registration Certificate (GSTIN).
- (c) The tenderer shall submit Self certified copy of PAN.
- (d) Certificate of Survey (issued by IWT Directorate; Transport Dept. Govt. of West Bengal).
- (e) Copy of valid Certificate from R.P.F.C. & E.S.I.C. indicating respective Code No(s).

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- (f) Copies of valid Trade License.
- (g) Certificate of Registration of Steam/Motor vessel under Inland Vessel Act, 1917 (I of 1917).

### **2. Scope of Work:**

Supply and operation of **one** wooden body motor launch of specifications given hereunder in good condition primarily for ferrying officials of Haldia Dock Complex (hereinafter referred as HDC) and/or HDC's guests between Kukrahati and Roychak / Diamond Harbour Jetty and execution of other related works in other places under control of HDC as per instruction of Senior Deputy Manager (Administration), HDC.

#### **2.1 Specification of launch:**

The launch to be supplied and operated shall confirming to the minimum stipulations regarding length, breadth, type of engine, Speed, passenger carrying capacity and Horse Power of engine as mentioned at Annexure-VIII. The tender shall provide the details of the launch to be supplied at the appropriate places as per Annexure VIII. The launch provided shall have one cabin at the top deck. The cabin should be provided with sitting arrangements as per directions of HDC. The windows and doors of the cabin should be provided with glass fitted wooden shutter. At least 6 chairs (without arms) and 4 chairs (with arms) should be provided at the upper deck for launch. The launch must be provided with shed in the front portion of the upper deck and suitable ladder for easy embarkation/ disembarkation at the jetties.

- 2.2 The launch to be supplied shall have appropriate silencer to reduce the noise of the engine to the minimum.
- 2.3 (a) The launch should be properly painted.  
(b) One fully equipped First Aid Box should be provided in launch.
- 2.4 The launch to be supplied should hold the following valid certificates during the entire period of the contract:-
  - (a) Certificate of Survey (issued by IWT Directorate; Transport Deptt.; Govt. of West Bengal).
  - (b) Certificate of Registration of Steam/Motor vessel under Inland Vessel Act, 1917 (I of 1917).

### **3. Present utilization Pattern.**

Launches presently hired for above purpose on a regular basis. The present monthly average run is as follows:-

- 30.5 launch days and 200 trips cumulatively for one launch per month.

Note : one (01) trip means starting from Kukrahati to Roychak & back

### **4 GENERAL INSTRUCTIONS FOR THE TENDERERS :**

- 4.1 Preparation and Submission Procedure of Tender :
  - 4.1.1 The tender must be submitted in the name of purchaser of the tender document itself.
  - 4.1.2 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.

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- 4.1.3 PART –I: “Techno-commercial Bid” should contain the following:-  
The tender completed in all respects including properly filled in and duly signed with seal along with the documents as mentioned in Annexure- III necessary for meeting the pre-qualification criteria by the tenderer shall be uploaded through e-tendering process as detailed in Annexure-I.
- 4.1.3A The tenderer shall submit a Power of Attorney as per format given at Appendix-II , authorizing the signatory of the tenderer to commit the tender.
- 4.1.4 Part–II: “Price Bid” should contain the Price Bid of the tender document duly filled in & signed.
- It should be noted that the ‘Price Bid’ shall contain no conditions whatsoever. 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 as detailed in Annexure-I.
- 4.1.5 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.
- 4.1.6 The substitution or withdrawal of offer may be done as per provision mentioned at clause 4.7 and provision as given in Annexure – I before due date and time for submission of the offer or any extension thereof. In such case, only the substituted offer would be considered & the offer earlier submitted would not be considered.
- 4.2. **Site inspection:**
- (a)The Tenderer shall be deemed to have inspected the entire site including the available facilities and conditions prevailing thereon in deciding the equipment, manpower etc. to be supplied / provided / engaged by them for the work prior to submitting their bid.
- (b) Once the bid is submitted by the tenderer , he shall be deemed to have fully acquainted himself with all aspects of the tender and he shall not be entitled to raise any claims or deviate from the tender condition(s) citing lack of knowledge about any aspect of the site / tender.
- 4.3 **Bid Document Fee : -**
- The intending tenderer should submit Bid document fee amounting to INR 1770/- (non-refundable) along with their offer otherwise their offer will be summarily rejected. The procedure for submission of Tender /Bid document fee may be followed as detailed in clause-h (ii) of SCHEDULE OF TENDER and Annexure II.
- Bid document fee submission will be exempted for Micro and Small Enterprises (MSE) with NSIC registered organizations in case of single point registration covering all components of the said tender.
- 4.4 **Earnest Money(EM):**
- The tender shall submit Earnest Money amounting to INR 113080/- along with their offer. The procedure for submission of Earnest Money given under clause-h (i) of SCHEDULE OF TENDER and Annexure II of the Tender is to be followed. No other method of payment of EM shall be accepted.



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- (a) Tender submitted without Earnest Money shall be rejected outright without any reference to the Tender whatsoever.
- (b) The amount of Earnest Money will be refunded (subject to provisions of forfeiture of Earnest Money deposit, as indicated in the tender document) to the Tenderers without interest after the selection of Successful Tenderer.
- (c) (i) The Earnest Money shall be forfeited if the tenderer withdraws its offer during the interval between the last date and time of submission of the offer i.e. 1500 hrs. on - 19 November 2018 or expiration of the validity period of the offer.  
  
(ii) The amount of Earnest Money will be refunded (subject to provisions of forfeiture of Earnest Money deposit, as indicated in this tender document) to the Tenderers without interest after the selection of Successful Bidder.
- (d) The Earnest Money shall be forfeited if the Tenderer submits any forged document(s).
- (e) The Earnest Money will also be forfeited as per other provisions, specifically mentioned in this Tender Document.
- (f) Earnest Money submission will be exempted for Micro and Small Enterprises (MSE) with NSIC registered organizations in case of single point registration covering all components of the said tender.
- (g) In case of successful Bidder, the deposited amount of Earnest Money amount may be adjusted against Security Deposit or refunded without interest after submission of requisite amount of Security Deposit in the form of "Bank Guarantee" as per the tender.

### **4.5 Price Bid:**

- (a) Rate shall have to be quoted online as per Schedule of Rates [Format given under Appendix- IX].
- (b) Rates shall include all charges relating to run the Launch which includes Registration, insurance premium, fitness certificate and other certificates, licenses, cost of all necessary fuel, lubricant, spares etc. and all costing relating to wages of labour required for smooth, efficient and satisfactory execution of the contract excluding GST.
- (c) The GST during the contract period shall be paid extra as applicable against submission of documents.
- (d) The tenderers are required to quote rates for all items of all the SECTIONS of the 'Price Bid' as per format given under Appendix - IX. In case of non-availability of rate of any of the items, the respective offer will be treated as non-responsive and will be rejected.

### **4.6 Due Date and Time for Submission and Opening of Offer :**

- (i) The tender should be submitted to Sr. Dy. Manager (Administration), Haldia Dock Complex, Jawahar Tower Complex, P.O. Haldia Township, Dist. Purba Medinipur, Pin. 721607, through MSTC Ltd. ([www.mstcecommerce.com](http://www.mstcecommerce.com)), not later than 1500 hrs. on 19 November 2018 after which time and date, no offer shall be accepted.

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HDC, KoPT 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 **1530 hrs. on 19 November 2018**. Tenderers or their authorized representatives may witness the said electronic opening of Tender.
- (iii) **The Part – II :** 'Price Bid' of those tenderers who are only techno-commercially qualified, will be opened electronically on a subsequent date, for which date & time will be intimated separately to the concerned tenderers only.

### **4.7 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. **1500 hrs. on 19 November 2018** or any extension thereof as per provision given at Annexure - I. No offer shall be substituted or withdrawn by the tenderer after the Due Date and time of submission of offer or any extension thereof.

### **4.8 Amendment of Tender Document:**

At any time prior to the Due Date for Submission of Tender, HDC, 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](http://www.kolkataporttrust.gov.in)) and also in the website of MSTC ([www.mstcecommerce.com](http://www.mstcecommerce.com)).

In order to afford prospective tenderer(s) a 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 of KoPT ([www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)) & in the website of MSTC([www.mstcecommerce.com](http://www.mstcecommerce.com)).

**SPECIAL CONDITION OF THE CONTRACT**

**5.1 VALIDITY OF OFFER:**

- (a) The tender shall remain open for acceptance for a period of 120 days from the date of opening of Techno-commercial Offer. If, before expiry of this validity period, the tenderer amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable for forfeiture.
- (b) Prior to expiry of the original tender validity period, HDC, KoPT may request bidders to extend the validity for a specified period.

**5.2 Evaluation for Techno-Commercial Bid**

5.2.1 The techno commercial offer found responsive will be evaluated on the basis of the Eligibility Criteria, document submitted by the tenderer and also on the basis of following details:

- (i) The tenderer must have Technical Capacity as stipulated at **Clause-1.3** of this Tender Document.
- (ii) The tenderer must have Financial Capacity as stipulated at **Clause-1.4** of this Tender Document.

5.2.2 HDC, KoPT reserves the right to get the financial capability of the tenderer verified from the Annual Accounts of the Tenderer ( to be submitted along with Techno Commercial Bid) and in case any discrepancy is found, findings, as will be ascertained by HDC, KoPT, shall prevail for the purpose of evaluation.

**5.2.3 Evaluation of Price Bid:**

- (a) The evaluation of the rates will only be made for the Techno-commercially qualified bidders. Price Bid opening time and date shall be intimated to the Techno-commercially qualified bidders.
- (b) The Schedule of Rates (price Bid) shall have to be filled up online.
- (c ) Evaluation will be done, subject to fulfilling pre-qualification criteria and all required conditions including acceptance to terms & conditions contained in the tender, evaluation of the offers received from tenderers who will be found techno-commercially qualified by KoPT as per provisions of this tender will be based on the minimum financial involvement to the port. Evaluation would be made on the basis of rate quoted against items "A" of the schedule of rates only excluding GST. GST will be paid extra on actual basis. Rate beyond fixed monthly running of 200 htrips shall not be considered for evaluation purpose.
- (d) If the lowest rate under Section A is quoted by more than one bidder, the bidders concerned offering the lowest rate will be required to submit rebate on such rate in sealed cover within two working days from the date of opening of Price Bids in order to enable KoPT to ascertain the lowest bidder and the tenderer offering the higher/highest rebate will be considered as the 'Successful Tenderer'

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- (e) HDC, KoPT , at any stage, reserves the right to accept or reject any or all the offers without assigning any reason whatsoever.

### **5.3 ACCEPTANCE OF ORDER LETTER:**

- (a) After finalization of the tender, HDC, KoPT shall issue Order Letter to the successful bidder.
- (b) The successful bidder, on receipt of the same, shall convey its acceptance to the offer and remit requisite Performance Guarantee/Security Deposit within a period of **7 days** from the date of issuance of Order Letter, failing which the Order Letter will become liable for cancellation with forfeiture of Earnest Money.
- (c) Pending execution of Contract Agreement, the Order Letter and its acceptance by the successful Tenderer will be construed as an Agreement between HDC, KoPT and the successful Tenderer for fulfilling the scope of work and obligation of the contract by the successful bidder.
- (d) All costs , charges and expenses etc. to be incurred in connection with Contract Agreement / Bank Guarantee(s) etc. including Stamp Duty in connection with contract shall be borne by the successful tenderer.

5.4 The tenderer shall furnish the address of his Head Office & Local Office(s) with respective telephone numbers, mobile, fax, e-mail etc., if any.

5.5 . Trustees reserve the right to accept or reject any tender either in part or in full without assigning any reason. Any incomplete tender is liable to be rejected. Trustees also reserve the right to place the order either in full or in part.

### **6 . Pre Bid Meeting:**

- a. A pre bid meeting will be held **08 November 2018** at 1100 hrs. at the office of Sr. Dy. Manager (Admin.); Jawahar Tower; Haldia Township- 721607.
- b. The intending tenderers are advised to formulate their queries relating to the scope of work, terms and conditions of tender etc. as well as other clarifications/ details required by them from KoPT and forward the same by **07 November 2018** at 1600 hrs. to the office of Sr. Dy. Manager(Administration), Haldia Dock Complex, Jawahar Tower Annexe Building, P.O. Haldia Township, Dist. Purba Medinipur, West Bengal- 721607 (Fax No. 03224 - 263152, Email- [cchatterjee.hdc@nic.in](mailto:cchatterjee.hdc@nic.in) [snmandal.hdc@nic.in](mailto:snmandal.hdc@nic.in) so that the same may be discussed / clarified in the pre bid meeting.

### **7 Timings :**

7.1 The Duty hours of the launches would be round the-clock in 24 hours in a day.

7.2 For the purpose of this tender, 'day' means mid-night of a day to mid-night of the next day and 'month' means English Calendar month.

### **8. Requirement of launches :**

8.1 One wooden launch shall have to be supplied and operated on all days during currency of the contract by the contractor.

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Note: KoPT shall have every right for discontinuation of hiring of the launch within a notice period of 90 days.

8.2 Any/non-requirement of launch during any day in supersession of normal deployment shall be intimated to the contractor by the Head of Administration Division, HDC with prior notice of 24 hours. The contractor shall not be paid any of the charges as mentioned in the "Schedule of Rates" for any day of non-booking of the Launch.

8.3 During currency of the contract, as and when required by HDC, the contractor may be required to provide additional launch of similar kind at the same rate, terms and conditions. Such additional launch shall have to be provided by the contractor to HDC within two days from the date of issue of the order in this regard by Sr. Dy. Manager Administration Division, HDC failing which the contractor shall be liable to pay penalty for non supply in terms of **Clause 10** of the commercial terms & conditions.

### **9 Accommodation :**

For housing the contractor's staff engaged in this work, the contractor shall have to make his own arrangement at his own cost and expenses.

### **10 Compensation for Non Supply of Launch :**

- (a) In case the HDC KoPT is deprived of the use of any launch of the kind mentioned hereinabove during the contractual period on any day by reason of non-supply of launch, the HDC, an amount equivalent to 1/30<sup>th</sup> of the accepted composite monthly rate of the launch per day shall be deducted from the payable amount for the month. In addition to the same a sum equivalent to 50% of the said amount plus GST shall be recovered as compensation.
- (b) Compensation charge at the rate of Rs.600/- plus GST per hour or part thereof shall be payable by the contractor in case of the time lost if any for launch during duty hours on any day.

Such recovery will be made from the running bill of the contractor. In the matter of recovery of for non-supply/part failure of launch ,decision of Sr Dy Manager(Admn),HDC shall be final and binding on the contractor.

### **11. Period of Contract :**

- 11.1 The contract shall remain valid for a period of three years (36 months) from the date of commencement of work. The rates quoted by the tenderer in the 'Schedule of Rates' shall accordingly remain valid for the said period of three years and shall not undergo any variation whatsoever.
- 11.2. Supply of launch may be discontinued partially / fully or the contract may be foreclosed at the option of HDC, KoPT with 90 days notice at any time during the currency of the contract. No payment as compensation or in any other form shall be made by HDC, KoPT to the contractor after expiry of the notice period mentioned above.

In the matter of recovery for non-supply/ part failure of launches, decision of Sr. Dy. Manager Administration Division, HDC shall be final and binding on the contractor.

### **12. Termination of Contract :**

- 12.1 If at any time during the period of contract it is observed that launch is not being supplied as per desired specification and / or the legal obligations in respect of supply and operation of launch are not being fulfilled by the contractor and / or the numbers of launch required by HDC is decreased from its original estimate, the

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Administration Division, HDC through his authorized representative shall assess the position and if he is in the opinion that the condition of the launch and / or the operation of the launch are not to the satisfaction of the management and / or legal obligations are not being fulfilled by the contractor Sr. Dy. Manager, of Administration Division, HDC shall terminate full or part of the contract after giving 7 days notice and his decision in the matter shall be final and binding on the contractor.

- 12.2 Upon termination of the contract, for any or the reasons, the Sr. Dy. Manager Administration Division, HDC shall be entitled to carry on the launch services at the risk and expenditure of the contractor through an independent agency for the balance period of the contract. The Sr. Dy. Manager Administration Division, HDC shall also be entitled to recover from the contractor in addition to any other amount, compensation or damages that HDC is entitled to in terms of the other relevant clauses in the contract.

### **13 Escalation :**

During the period of contract for three years the contractor shall not be entitled to receive any escalation for any increase in the price of labour, materials, spares, fuel or any other items.

### **14. Operation and Maintenance Crew :**

- 14.1 The contractor shall at his cost maintain sufficient numbers of crews and serangs etc. with proper uniform for smooth and efficient running of the launches provided to HDC. The crew must possess, at all the time, valid license for operating launch and shall have sufficient experience in the line with good record of operating launch.
- 14.2 The contractor shall be responsible for satisfactory service of his employees. In the event of HDC being not satisfied with the conduct of any crew member provided by the contractor, the contractor shall forthwith replace the crew concerned on being advised by the Sr. Dy. Manager (Admn.), HDC to do so.

### **15. Running and Maintenance :**

- 15.1 All the launches on hire shall be kept in good operating condition including chairs etc. & lighting arrangements in the night at all times during the period of contract.
- 15.2 Procurement of fuel, lubricants, spares etc. shall be arranged by the contractor at his own cost.
- 15.3 All maintenance, repairs, check up etc. shall be arranged by the contractor at his own cost.
- 15.4 The contractor shall arrange for refueling of the launches without hampering HDC's works at his cost. If HDC's works suffer for refueling of launches, the same shall be dealt as per provisions of **clause 10** of the Commercial Terms & Conditions.
- 15.5 In case of breakdown/ accident or withdrawal of any launch by the contractor for any reasons whatsoever, suitable replacement shall be immediately made by the contractor by providing another launch of required specification and acceptable to HDC. Otherwise, the same shall be dealt as per provisions of Clause 12 of the commercial terms & conditions.
- 15.6 In case of abandonment of the work of supplying launches to HDC and of not operating the same within the contract period, HDC shall be at liberty to make alternative arrangement at the sole risk and cost of the contractor.

### **16. Contractor to indemnify KoPT.**

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The contractor shall indemnify and keep indemnified KoPT and its every member, officer and staff of the KoPT against all actions proceedings, claims, costs and expenses whatsoever in respect of or arising out of any failure or default by the contractor in due performance of his obligations under this contract.

### **17. Security Deposit :**

- 17.1 Successful tenderer shall have to submit Security Deposit amount computed as per the under noted percentage on the evaluated value of the tender as accepted by Kolkata Port Trust :-

<b>Value of the work</b>	<b>% Security Deposit</b>
More than Rs 20,00,000	10% on first Rs 10,00,000/- +7 ½ % on next Rs 10,00,000/- +5 % on balance amount

- 17.2 Security Deposit shall have to be deposited in the form of Demand Draft on any nationalized bank in favor of Haldia Dock Complex, Kolkata Port Trust and payable at Haldia or in Bank Guarantee [in a non Judicial Stamp paper of denomination of Rs. 50/- or more) and as per proforma available with the tender document] within a month from the date of commencement of the contract. If the successful tenderer fails to pay the Security Deposit as indicated above, the Security Deposit will be recovered from the running bill of the contractor for the first six months proportionately.
- 17.3 The Security Deposit shall be held by the Sr. Dy. Manager (Administration), HDC as security for the performance of the contractor's obligation under the contract. The Security Money shall be refunded after successful completion of the contract without interest subject to recovery of damage and / or loss incurred, if any, by HDC due to default on the part of the contractor."

### **18. Payment of bills:**

- 18.1 The contractor shall submit GST Compliant bills (4 copies) every month along with the relevant log books and trip statements duly signed and filled to the office of Sr. Dy. Manager (Admn.)
- 18.2 Payment will be made within 30 days (HDC/KoPT office working days) after the date of submission of clear and complete bill in all respect by the party.
- 18.3 Payment to the contractor shall be made directly to the designated bank of the contractor through ECS mode.

For which they/he would have to submit the following details:-

- 1) Bank A/C No. 2) Name of Bank 3) Name of Branch 4) Branch Code 5) IFS Code (if applicable) 6) Full Address of Branch 7) FAX No. & phone No. of Branch. 8) GST No.

- Note : (1) The contractor will be required to submit GST compliant invoice with all required details and also be required to file timely and proper return so as to enable KoPT to get due credit against GST paid.
- (2) In case of any failure on the above account, GST amount even if paid by KoPT shall be recoverable from the supplier. Supplier to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.

**19. Supply of Sub Standard Launch :**

- 19.1 No relaxation shall be made regarding specification of launches as stipulated in the tender document.
- 19.2 In case the contractor provides launch which do not fulfill any/all of the specifications as mentioned hereinabove, the payable amount to the contractor against the launch for the month shall be reduced as per the following formula:
- i) 4% of the accepted composite monthly rate per day for the first ten days the said sub standard launch is supplied;
  - ii) 4.5 % of the accepted composite monthly rate per day for the next ten days of supply of the sub-standard launch , and
  - iii) 6% of the accepted composite monthly rate per day for next ten days.
  - iv) Continuation of supply of non standard launch beyond 30 days shall be treated as non supply and compensation as per clause-10 shall be levied.
- 19.3 The decision of the Sr. Dy. Manager Administration Division, HDC in the matter shall be final and binding on the contractor.

**20. Log Book :**

- 20.1 Printed Log Book in prescribed format shall have to be supplied by the contractor at his own cost for each launch.
- 20.2 The contractor or the crew of the launch shall not write any thing in the Log Book. The elaborate description of journey shall be recorded in the Log Book for each trip and the same shall be signed by the authorized official of HDC. The corresponding, timings shall also be recorded in the Log book regularly. All empty run shall have to be certified by the caretaker, Kukrahati Jetty Camp.
- 20.3 The details recorded in the Log Book and duly signed by the authorized official of HDC shall form the basis of payment.
- 20.4 **Payment shall be made strictly, as per provisions of the 'Schedule of Rates'. No other charges whatsoever shall be admitted separately.**

**21. Commencement Schedule and inspection of launch before commencement of contract :**

- 21.1 The contractor shall have to commence the contract within 30 days from the date of placement of order
- 21.2 Prior to commencement of the contract ,the contractor shall place the launch at Kukrahati Jetty for inspection along with all relevant papers. The Sr. Dy Manager, Administration or his representative shall inspect the launch to ascertain whether the same conforms to minimum speciation as provided in the tender. upon being satisfied, the Sr. Dy. Manager. Administration will issue letter of acceptance to the contractor. This should be completed within the commissioning schedule of 30 days.
- 21.3 Failure to do so, the Earnest Money shall be liable to forfeiture without prejudice to any other action HDC may deem fit to take, and the offer of the contractor shall be liable to be rejected.

**22. Periodical inspection during contract period**

- 22.1 During currency of the contract, all the launches shall be subject to periodic inspection by a committee to be constituted by the Sr. Dy. Manager Administration Division, Haldia Dock Complex. If the launch is found to be unacceptable / sub-standard for



## **Tender No. Admn/L/2019-21**

service, the same shall be forthwith replaced / repaired by the contractor by another launch of required specification and acceptable to HDC.

- 22.2 If the contractor does not discontinue supply of sub-standard launch to HDC, the rate of monthly fixed charge for such sub-standard launch shall be paid in accordance with the provision of clause **Clause 19** of the Commercial terms & conditions.

### **23. Permit/ Licence :**

All the launches supplied by the Contractor shall have permits / license issued by the concerned authority permitting use of the launches on hire (as applicable) and the contractor shall be responsible for obtaining such permit/ license. If Port Entry permit is required, contractor shall have to obtain at his own cost & arrangement. Trustees shall not accept any liability whatsoever in the matter.

### **24. Taxes, Labour Laws and other requirements :**

- 24.1 The contractor shall fulfill all legal obligations in respect of supply of launches. HDC shall accept no liability whatsoever in the matter including accident, damages etc. In case of any injury/death due to accident, the contractor shall pay adequate compensation him forthwith, under intimation to Sr. Dy. Manager, Administration Division, HDC.
- 24.2 The contractor shall be fully and exclusively liable for the payment of any and all taxes now or hereafter imposed, increased or modified and all taxes now in force and hereafter increased, imposed or modified from time to time in respect of the above job and all contributions and taxes for unemployment compensation, insurance and old age pensions and amenities now or hereafter imposed by any law of the Government/local bodies which are imposed with respect to or covered by the wages, salaries or other compensations, paid to the persons employed by the contractor. HDC shall have no liability whatsoever concerning the employees of the contractor. The contractor shall keep HDC indemnified against all losses or damage or liability arising out of or imposed in the course of employing the persons or out of his relation with his employees. The contractor shall make regular and full payment of wages / salaries and other payments due to his employees and furnish necessary proof whenever required by HDC. The contractor shall be liable to pay any increase of wages/salaries of his employees during the contractual period under the provisions of Minimum Wages Act.
- 24.3 The contractor shall be responsible for the compliance with all acts, laws and regulations applicable to the area with regard to the performance of work including the I.S.V. Act, Minimum Wages Act, Contract Labour (Regulation and Abolition) Act – 1970, Industrial Dispute Act – 1947, Shops and Commercial Establishment Act, ESI Act, Payment of Wages Act, Bonus Act, Employees Provident Funds Act, Factory Act, Workmen's Compensation Act etc. and such other applicable Central / State Acts from time to time and take such steps as may be deemed necessary in this regard.
- 24.4 The contractor shall defend, indemnify and hold HDC harmless from any liability or penalty, which may be imposed by the Central / State Government or local authorities by reason of any regulations or requirements and also from all claims, suits arising out or by reason of the work provided by this contract including any liability that may arise out of any accident whether caused by the employees of the contractor or by the third parties or by the Central or State Government authority.
- 24.5 The contractor shall at his cost arrange all permits, permission / approval from any authorities whatsoever, in connection with plying of the launches.
- 24.6 The provisions of the EPF & MP Act – 1952 and the rules / schemes framed there under shall be applicable to the contractor and his eligible employees engaged for this work.

24.7 The contractor shall indemnify the Trustees from the possible future demand of workers/employees engaged by them under this contract, for absorption in HDC/KoPT. It shall be the responsibility of the contractor to address and solve such demands if such a situation arises. HDC/KoPT shall have no liability whatsoever in the matter.

**25. Insurance :**

The launches provided to HDC at any point of time during the contract period shall be covered by the comprehensive insurance for man and materials.

**26. Agreement:**

The successful tenderer shall be required to execute at his own cost and expenses a "Contract Agreement" on a Non Judicial Stamp paper valued at Rs. 50/- or more signed jointly with HDC under official seals. Form of such agreement will be available in the office of the Sr. Dy. Manager Administration Division, Haldia Dock Complex.

**27. Non-assignability :**

No part of the contract or any share or interest therein shall in any manner or degree be transferred or assigned or sublet by the contractor directly or indirectly to any person, firm or company whatsoever.

**28. Safety:**

- i. The contractor shall adopt all necessary safeguards against hazardous and unsafe working conditions and follow all safety precautions for prevention of injury or accidents and for safeguarding life and property. The contractor shall comply with relevant provisions of Dock Workers (Safety .Health and Welfare) Regulation Act-1986 and Dock Workers(Safety .Health and Welfare ) Regulation Act-1990.
- ii. The contractor shall provide all necessary first aid measures, rescue and life saving equipment which should always be available in proper working condition.
- iii. The contractor shall provide all relevant PPE's (Personal Protective Equipment) to all workers as will be directed by HDC/KoPT.
- iv. The Contractor shall adopt all the safety measures at his own cost.

**29. JURISDICTION OF COURT**

The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of High Court at Calcutta.

**30. AMENDMENT IN CONTRACT PROVISIONS :**

In case of exigency or for operational requirements, the conditions of the contract may be amended with mutual consent of both the parties, subject to the condition that such amendments are in conformity with the prevailing policy of Govt. of India and law of the land on the subject.

**31. ILLEGALITY:**

If for any reason whatsoever any provision and condition of the contract is held to be void, illegal or invalid under present or future laws or regulations effective and applicable during the contract period, such provision shall be treated as fully

separable and the remaining provision of the contract shall remain in full force. The other provisions of contract shall not be affected by such illegal or invalid provisions or by its severance from this contract. For the sake of smooth execution of the contract, any new condition(s) as may be mutually accept

**32. Force Majeure:**

32.1 Force Majeur Event shall mean any event or circumstances or a combination of events and circumstances not attributable to the contractor like those as set out hereunder or the consequences thereof which may materially and adversely affect the contractor in due performance of its various obligations under the contract.

- a) Acts of God, heavy and incessant rain, dense fog severely affecting visibility, storm, cyclone, hurricane, flood, tsunami, earth quake, fire/smoke etc(to the extent originating from a source other than the equipment to be supplied, installed, operated and maintained by the contractor).
- b) Strike, boycotts or other forms of labour unrest(excluding strike or boycotts by the employees of the contractor or by the employees of the agents/representatives/sub-contractors engaged by the contractor) and labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the contractor.
- c) An act of war, riot etc.
- d) Industry wide or Statewide strikes or industrial actions.
- e) Any civil commotion, boycott or mass agitation which prevents the contractor in supplying/operating the equipment under the provisions of the contract.

32.2 Notice of force Majeure Event:

- a)The Contractor shall give notice to KoPT in writing of the occurrence of the Force Majeure Event as soon as the same arises which in any event shall be within 24 hours from the time of occurrence.
- b)The notice shall inter-alia include full particulars of:
  - (i)The nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof,
  - (ii)The duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the Contractor to perform its obligations under the contract,
  - (iii)The measures which the Contractor has taken or proposes to take, to alleviate the impact of the Force Majeure Event, and
  - (iv)Any other relevant information.

32.3 Period of Force Majeure:

Period of Force Majeure shall mean the period from the time of occurrence specified in the notice given by the Contractor in respect of Force Majeure Event until the earlier of:

- (a) expiry of the period during which the Contractor is excused from performance of its obligations
- OR
- (b) termination of the contract,

**32.4 Performance Excused:**

The contractor to the extent rendered unable to perform its obligations or part thereof under the contract as a consequence of the Force Majeure Event shall be excused from performance of the obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than considered reasonable by KoPT consequent to the Force Majeure Event.

**32.5 Resumption of Performance:**

During the period of Force Majeure, the Contractor shall make all reasonable efforts to limit or mitigate the effects of the force Majeure Event on the performance of its obligations under the contract. The contractor shall also make efforts to resume performance of its obligations under the contract as soon as possible and upon resumption shall notify KoPT of the same in writing.

**32.6 Extension of time for performance of obligations:**

KoPT may grant extension of time to the Contractor for the performance of any obligation by such period not exceeding the period during which the relevant performance was affected by the force Majeure Event. such extension may include extension of the contract by KoPT at its sole discretion without any change in the terms, conditions and rates of the ongoing contract.

**32.7 Effect of Force Majeure Event:**

If the period of Force Majeure continues or is in the reasonable judgment of the parties is likely to continue beyond a period of 90 days, the parties may mutually decide to terminate the contract or continue the contract on mutually agreed terms.

**33. GENERAL CONDITIONS OF CONTRACT**

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

## **Tender No. Admn/L/2019-21**

Annexure-III

### **LIST OF DOCUMENTS TO BE UPLOADED**

(Documents to be downloaded, filled up, signed, scanned and uploaded)

Following documents for meeting the pre-qualification criteria should be uploaded by the Tenderer along with offer otherwise their offer may be rejected: -

1. The Tenderer shall submit evidence that the Tenderer has successfully executed similar work (Order letter and successful execution certificate to be provided) as per the following: (1) At least 3 similar Works each worth not less than INR 22.62 Lacs over a period of last 7 years ending on 30.09.2018 or (2) At least 2 similar Works each worth not less than INR 28.27 lacs over a period of last 7 years ending on 30.09.2018 or (3) At least 1 similar Work each worth not less than INR 45.23 (forty five point two three lacs) over a period of last 7 years ending on 30.09.2018 NOTE: Similar work shall mean having experience in supply and operation of launches in Govt/public/private sector enterprise . NOTE 2: The term 'completed work(s)' means the executed/completed portion of work order, even if the work has not been completed in totality(subject to furnishing proof of executed value of the work in the form of completion certificate from the beneficiary to the effect that the job to this extend has been done by the tenderer satisfactorily). Certificate in the format as given at Appendix-III is to be filled up and uploaded
2. The Tenderer shall submit audited balance sheet and Profit & Loss account for the last 3 (three) financial years. Average annual financial turnover during the above mentioned period must be at least INR 16.96 Lacs only. Certificate in the format as given at Appendix-IV is to be filled up and uploaded
3. Copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable. If this is not applicable, the Tenderer should submit a declaration in this regard.
4. The Tenderer shall submit certified copy of valid GST Registration Number / Code Number.
5. Self certified copy of PAN
6. The Tenderer shall submit certified copy of 'Employees State Insurance (ESI) Registration Certificate'
7. The Tenderer shall submit certified copy of 'Provident Fund Registration Certificate'
8. Power of Attorneys as per Appendix-II.
9 Certificate of Survey (issued by IWT Directorate; Transport Dept. Govt. of West Bengal).
10 Certificate of Registration of Steam/Motor vessel under Inland Vessel Act, 1917 (I of 1917).
11. Covering Letter by the Tenderer as per Appendix-I
12 Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate for Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme)
13. Indemnity Bond as per format given at Appendix-VII
14. Specification of Launch (intended to be supplied) at Appendix-VIII
15. All others supporting documents as indicated in the Tender Document , as may be applicable.

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

COVERING LETTER

**Sr. Dy. Manager(Administration),  
Haldia Dock Complex,  
Kolkata Port Trust.**

**Sir,**

**Sub.: Tender for Supply & Operation of launch between Raichak &  
Kukrahati under Haldia Dock Complex, Kolkata Port Trust (Tender No.  
(Admn/L/2019-21).**

I / We -----(Name of the Bidder) have carefully examined, read and fully understood the contents of the Tender Document No.Admn/L/2019-21

1. and all other related documents and clauses in connection with this tender, hereby submit our offer for subject tender at Haldia Dock Complex Kolkata Port Trust .
2. I / We accept all the terms & conditions of the Tender Document (Admn/L/2019-21).
3. I/We declare that my/our offer has no deviation from the Terms & Conditions of the instant Tender Document.
4. I / We have deposited requisite Earnest Money and Tender/Bid Document fee for the tender.

Or

I /We have submitted documentary evidences for Micro & Small Enterprises (MSEs) registered with NSIC (Under single point registration scheme) as per tender conditions.

[Please strike out the alternative which is not applicable in your case out of the above two and initial the same].

5. I / We have submitted copies of the required documents as mentioned in this Tender Document duly certified .
6. I/We declare that I/we, are not a Member/associate of any other tenderer applying for pre-qualification.
7. I/We, on behalf of my/our concern / company hereby declare that I/ any partner /any director of my/our concern / company or any associate is not associated with any other tenderer bidding for the instant work.
8. I/We have not altered /deleted /added any Terms & Conditions in the tender document.
9. I/We shall make available to Haldia Dock Complex, Kolkata Port Trust (hereinafter referred to as KoPT) any additional information it may find necessary or require to supplement or authenticate the Tender.
10. I/we acknowledge the right of KoPT to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

**Tender No. Admn/L/2019-21**

11. I/we also certify the following:

- a. I/we have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind
- b. I/we certify that in the last three years, I/We have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority/entity nor have had any contract terminated by any public authority / entity for breach on our part.

12. I/we declare that:

- a) I/we have examined and have no reservations to the Tender Document, including the Addenda issued by KoPT thereon.
- b) 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.

13. 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.

14. -----( Name of Tenderer) hereby undertakes that I/we will abide by the decision of KoPT in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by KoPT in this regard.

15. I/We certify that in terms of the Tender Document, my / our Average Annual Financial Turnover for the last 3(three) years ending 31.03.2018 is Rs ..... (Rs.in words) and Aggregate Technical Capacity is Rs..... (Rs in words).

16. I/We agree and undertake to be jointly and severally liable for all the obligations of the contract under the Contract Agreement/LOI in accordance with the Contract Agreement/LOI.

17. I/We, on behalf of my/our concern / company hereby declare that, price quoted only in the Price Bid [PART – II] , strictly as per the specified format, without any extraneous condition. There is no change in the format of Un-priced Price Bid . Except in the Price Bid, the price has not been mentioned/ disclosed in any other place of our tender/offer.

In Witness thereof, I/We submit this application under and in accordance with the terms of this tender document.

Yours faithfully,

Date: (Signature, name and Designation of the Authorised Signatory)

Place: Name and seal of the tenderer

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

Format For Power Of Attorney For Signing Of Tender

**(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 10 )**

Dated: \_\_\_\_\_

**POWER OF ATTORNEY**

To whomsoever it may concern

Mr. \_\_\_\_\_ [Name of the Person], residing at  
\_\_\_\_\_ [Address of the person], acting as  
\_\_\_\_\_ [Designation of the person and name of the firm], and  
whose signature is attested below, is hereby authorized on behalf of  
\_\_\_\_\_ [Name of the Tenderer] to sign the  
tender [(Tender No. ....and (Tender subject-  
".....")]] and submit the same and is hereby further authorized to  
provide relevant information/ document and respond to the enquiry's etc. as may be  
required by Kolkata Port Trust (KoPT) in respect of the tender.

And I/ we hereby agree that all acts, deeds and things lawfully done by our said  
attorney shall be construed as acts, deeds and things done by us and I/ we undertake  
to ratify and confirm all and whatsoever that my / our said attorney shall lawfully do or  
cause to be done for me / us by virtue of the power hereby given.

(Attested signature of Mr. \_\_\_\_\_)

For \_\_\_\_\_ (Name of the Tenderer)

\_\_\_\_\_  
( Signature with Office Seal )

Date :-

Name :-

Place:

Designation :-

Address :-



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

**FORMAT OF DEMONSTRATING TECHNICAL CAPACITY & EXPERIENCE**

The details eligible experience may be given as per the flowing table duly substantiated by the documentary evidence as mentioned below.

**Details of experience during last 7 years ending on 30.09.2018(reference clause 1.3)**

<b>Sl. No</b>	<b>Contract Reference No and the name of the organization who placed the order</b>	<b>Date completion of work</b>	<b>Details of work completion certificate</b>

**Note : The tenderer shall submit certified copies of all Work Orders and Work Completion Certificate(s) to substantiate the details given above along with his Techno-Commercial Bid**

**Signature of Authorized Signatory \_\_\_\_\_**

**Name: .....**

**Designation: .....**

**Date : .....**

**Seal**

**CERTIFIED BY**

**Name of Statutory Auditor/ Chartered Accountant Firm \_\_\_\_\_**

**Registration No. & other details .....**

**Name of the Signatory .....**

**Signature .....**

**Designation .....**

**Date**

**Tender No. Admn/L/2019-21**

Appendix-IV

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

FORMAT OF DEMONSTRATING FINANCIAL CAPACITY (in Rs Lakhs) (reference clause 1.4)

Name of the tenderer	Annual Financial Turn Over (Average of last 3 years) year ending 31.03.2018
(1)	(2)

Name and Address of Applicant's Bankers\_\_\_\_\_

- A Tender should fill in details as per the above format
- The tenderer should provide details of its own financial Capacity

Average Financial Turn over should be certified by Statutory Auditor/ Certified Public Account /Chartered Accountant

Signature of Authorized Signatory \_\_\_\_\_

Name: .....

Designation: .....

Date : .....

Seal

CERTIFIED BY

Name of Statutory Auditor/ Chartered Accountant Firm \_\_\_\_\_

Registration No. & other details .....

Name of the Signatory .....

Signature .....

Designation .....

Date

APPENDIX- V

**Tender No. Admn/L/2019-21**

Draft Proforma of Bank Guarantee ( Performance Bond ) in lieu of cash Security Deposit, to be issued by the Calcutta / Haldia Branch, as the case may be, of any nationalised 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 Calcutta,

BANK GUARANTEE NO ..... DATE .....

Name of Issuing Bank .....

Name of Branch .....

Address .....

In consideration of the Board of Trustees of the Port of Calcutta, a body corporate-duly constituted under the Major Port Trusts Act, 1963 (Act 38 of 1963), having agreed to exempt Shri / Messrs ..... a Proprietary / Partnership / Limited / Registered Company, having its Registered Office at ..... (hereinafter referred to as "The Contractor") from cash payment of Security Deposit / payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for ..... (write the name of the work as per Work Order) in terms of the Work Order No. .... dated ..... (hereinafter referred to as "the said 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. .... (Rupees .....), we, ..... Branch, Calcutta ..... / Haldia, do, on the advice of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs. .... (Rupees .....). We, ..... Branch, Calcutta ..... / Haldia, 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, ..... Branch, Calcutta ..... / Haldia, 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 "Calcutta 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 the Bank), ..... Branch, Calcutta ..... / Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We, ..... Branch, Calcutta ..... / Haldia, 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, ..... Branch, Calcutta ..... / Haldia, further agree that a mere demand by the Trustees at anytime and in the manner aforesaid, is sufficient for us, ..... Branch, Calcutta ..... / Haldia, 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

**Tender No. Admn/L/2019-21**

or through Court, can be valid ground for us, ..... Branch, Calcutta ..... / Haldia, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. We, ..... Branch, Calcutta ..... / Haldia, 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 ..... day of ..... 20 ..... and subject all so that 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 upto ..... or any extension thereof made by us ..... Branch, Calcutta ..... / Haldia, 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, ..... Branch, Calcutta ..... / Haldia, 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, ..... Branch, Calcutta ..... / Haldia, 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 or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us, ..... Branch, Calcutta ..... / Haldia.

5. We, ..... Branch, Calcutta ..... / Haldia, 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 .....  
CALCUTTA ..... / HALDIA  
(OFFICIAL SEAL OF THE BANK)

FORMAT OF AGREEMENT

THE BOARD OF TRUSTEES FOR THE PORT OF CALCUTTA

THIS AGREEMENT made this ..... day of ..... 20 ..... between the Board of Trustees for the Port of Calcutta, a body corporate constituted by the Major Port Trust Act, 1963 (hereinafter called "Trustees" which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and ..... (hereinafter called "the Contractor, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part

WHEREAS the Trustees are desirous that certain Works should be executed, viz ..... and have accepted a Tender / offer by the Contractor for the survey, development, completion and maintenance of such works NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words expressions shall have the same meanings as are respectively assigned to them in General Conditions Of Contract, hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement , viz :-

- a. The said Tender/Offer & the acceptance of Tender/ Offer and its enclosures.
- b. Drawings, if any
- c. The General Conditions Of Contract.
- d. Special Conditions Of Contract (If any).
- e. The Conditions Of Tender.
- f. The Specifications.
- g. Bill of Quantities
- h. All Trustees' Schedule of rates & prices (if any).
- i. All correspondences by which the contract is added, amended, varied or modified in any way by mutual consent.

3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the contractor hereby covenant with the Trustees to execute ,complete and maintain the work in conformity in all respects with the provisions of Contract.

4. The Trustees hereby covenants to pay to the contractor in consideration of such execution construction, completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the contractor.

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

**Tender No. Admn/L/2019-21**

The Seal of \_\_\_\_\_  
was hereunto affixed in the presence of :

Name :-

\_\_\_\_\_

Address :-

\_\_\_\_\_

OR

SIGNED SEALED AND DELIVERED

By the said \_\_\_\_\_

In the presence of :

Name :-

\_\_\_\_\_

Address :-

\_\_\_\_\_

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

Name :-

\_\_\_\_\_

Address :-

\_\_\_\_\_

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

**On 100/- (Rupees Sixty) Non-judicial Stamp Paper  
FORMAT OF INDEMNITY BOND**

**BY THIS BOND I, Shri/Smt. \_\_\_\_\_, son/daughter of Shri/Smt. -----  
\_\_\_\_\_, residing at -----  
\_\_\_\_\_, by occupation -----, the  
Partner/Proprietor/Director of the Firm -----, having it's  
office at-----, am a tenderer under Kolkata Port Trust (A  
Statutory Body under the MPT Act, 1963).**

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

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

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

**IN WITNESS WHEREOF I, -----, the  
Partner/Proprietor/Director/Authorised representative of the Firm -----  
\_\_\_\_\_, hereto set and seal this the ----- day of-----  
-----.**

**(To be downloaded, filled up, signed, scanned and uploaded)**

**SPECIFICATION OF LAUNCH**

**(This should be filled up and submitted with the Techno-Commercial part)**

1	Name of the Launch	
2	Name and address of the owner of the launch.	
3	Length of Launch (should be not less than 50 ft.)	
4	Breadth (should not be less than 12 ft.)	
5	Type of Engines. Capacity not less than 4 strokes and 6 cylinders.	
6	Horse Power of Engine (should not be less than 160 HP )	
7	Estimated speed of the launch as per Certificate of Registration ( not less than 7 knots)	
8	Official No. as per Certificate of Registration.	
9	No., Years and Port of Registry as per Certificate of Registration	
10	Number of passenger the launch is certified to carry ( not less than 20 heads).	
11	Date of last survey by IWT Directorate; Transport Department; Govt. of West Bengal.	

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

(Signature of the tenderer with office seal)



**PRICE BID –PART –II**

**PRICE BID FORMAT**

**(TENDER NOT TO QUOTE HERE ,QUOTE ONLY ONLINE)**

**SCHEDULE OF RATES**

<b>Type &amp; Duty patterns of Launch</b>	<b>Monthly Ceiling Trips for one launch</b>	<b>Composite amount per month for one (01) launch excluding GST (in Rs.)</b>
Wooden Body Motor Launch  (Round the clock duty)	<b>(A) 200 trips in a month</b>       <b>(B) Rate per trip beyond 200 trips in a month as mentioned in “A” above.</b>	Rs. _____       Rs. _____ /per trip

- 1) Rate / trip beyond fixed monthly running of 200 trips shall not be considered for evaluation purpose
- 2) Trip means starting from Kukrahati to Roychak & back

IMPORTANT: THE BIDDER MUST NOTE THAT UNIT PRICE IS TO BE QUOTED WITHOUT GST. GST SHALL BE PAYABLE EXTRA AS APPLICABLE