Tender Notice No. Hyd/8054/72



KOLKATA PORT TRUST Hydraulic Study Department 20, Garden Reach Road, Kolkata -700043 Phone : + 91-33-2409-3031/ 2409-3032 Fax : + 91-33-2409-3036

Website: www.kolkataportturust.gov.in

**WORK TITLE:** Tender Notice for "Procurement, Installation and Commissioning of two (2) no's AIS Receiver with accessories along with three years warranty period for Haldia & Sagar VTMS stations" under Hydraulic Study Department (HSD) of Kolkata Port Trust (KoPT)"

E-Tender in two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide & experienced agency or their authorized agents/ service provider of national and international repute with experience having supply, maintained, satisfactorily in India or abroad or combination of both as per Prequalification criteria as stipulated in Tender Document for the above work. Bid Document may be seen from CPP portal of Govt. of India and website of Kolkata Port Trust. Corrigendum, Clarifications, Addendum, if any, shall be hoisted on the above mentioned websites.

Bidders will have to participate in bidding process through NIC's CPP portal for eprocurement-GePNIC <u>www.eprocure.gov.in</u> only. The last date of submission of online bids is 07-03-2019. For further details please visit <u>www.eprocure.gov.in</u>.

> (D. Guha) Chief Hydraulic Engineer (I/C)

## **SCHEDULE OF TENDER (SOT)**

a. TENDER NO.	Hyd/8054/72 Dt. 31.01.2019
b. MODE OF TENDER	e-Procurement System through <u>www.eprocure.gov.in</u> The intending bidders are required to submit their offer electronically through e-tendering portal. No physical offer (hard copy) is acceptable by KOLKATA PORT TRUST.
c. Availability of NIT in KoPT website	From 01-02-2019 to 07-03-2019 (Upto 14.00 hours)
d. Offline Pre-Bid Meeting date & Time	The Pre-Bid Meeting will be held on <b>13.02.2019 at 11:00</b> hrs. at Hydraulic Study Department, Kolkata Port Trust, 20 Garden reach Road, Kolkata – 700 043.
e. Pre–Bid Meeting closing date & Time	On 13.02.2019 at 14.00 hrs
f. i) Estimated Cost Of Work	<b>Rs. 15,61,000.00 (Rupees Fifteen Lakh Sixty One Thousand ) only</b> excluding statutory taxes (GST).
ii) Earnest Money Deposit	The intending bidders should submit Earnest Money of <b>Rs. 31,300 (Rupees Thirty One Thousand Three Hundred) only</b> in favour of Kolkata Port Trust, otherwise their offer will be summarily rejected. Pay Orders (PO) / Demand Drafts (DD) should be drawn in favour of "Kolkata Port Trust" on any nationalized/ scheduled bank having branch in Kolkata. The original Pay Order or Demand Draft shall be submitted within 3 days from the closing of online submission of tender.
iii) Cost of Tender	The intending bidders should submit the tender cost of <b>Rs. 590/-</b> ( <b>Rupees Five Hundred Ninety Only</b> ) including GST (non-refundable) separately to Kolkata Port Trust, otherwise their offer will be summarily rejected. Pay Orders (PO) / Demand Drafts (DD) should be drawn in favour of "Kolkata Port Trust" on any nationalized/ scheduled bank having branch in Kolkata. The original Pay Order or Demand Draft shall be

	submitted within 3 days from the closing of online submission of tender.
iv) Last date of uploading of EMD and Tender Documents fee through Demand Draft /Pay order in favour of Kolkata Port Trust.	07-03-2019 (at 14:00 hours)
g. Last date of submission of EMD & Bid Document fee at Kolkata Port Trust	<b>11-03-2019</b> upto 14.00 Hrs at Hydraulic Study Department, Kolkata Port Trust, 20 Garden Reach Road, Kolkata-700043
h. Date of Starting of online e-tender for submission of Techno-Commercial Bid and Price Bid at <u>www.eprocure.gov.in</u>	<b>14-02-2019</b> (From 12.00 hours onwards)
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	07-03-2019 (Up to 14:00 hours)
j. Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	<b>08-03-2019 (at 15:00 hours)</b> In case of General strike / Bandh or unprecedented cease
Date of opening of Part II ( i.e. Price Bid) will be informed separately	work, the time of opening of the bids will be automatically extended to 15:00 hours of the next working day of KoPT.

# **List of Annexures**

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

## **IMPORTANT INSTRUCTIONS FOR E-TENDER**

- 1. Tender document can be viewed and downloaded from Kolkata Port Trust website <u>www.kolkataporttrust.gov.in</u> and NIC's CPP Portal for e-Procurement-GePNIC <u>www.eprocure.gov.in</u>. The bid is to be submitted online only on NIC's CPP Portal for e-Procurement-GePNIC (www.eprocure.gov.in) up to last date and time of submission of bids. Sale of hard copy of tender document is not applicable.
- 2. Bidders are requested to use internet Browsers: Firefox version below 50 / Internet Explorer version 8 or above, and Java 8 Update 151 or 161.

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

- Bidders Manual Kit
- Help for Contractors
- FAQ
- 3. The tenderer shall upload the scanned copy of the Pay Order / Demand Draft instruments towards the cost of EMD and bid documents set as proof of payment towards EMD and cost of Bid documents while submitting the tender electronically in the NIC's CPP Portal for e-Procurement (GePNIC).
- 4. The EMD and cost of bidding documents shall be submitted in the form of Pay Orders (PO) / Demand Drafts (DD) drawn in favour of "Kolkata Port Trust" on any nationalized/ scheduled bank having branch in Kolkata and payable at Kolkata.
- 5. The Tenderer who is exempted for payment of EMD and cost of bidding documents from NSIC/MSME shall submit a copy of Exemption Certificate duly notarized and upload a scanned copy.
- 6. The Pay Order /Demand Draft instruments for EMD and cost of bidding document in original / Notarized Copy of Exemption Certificate as mentioned above shall be forwarded to O/o the Chief Hydraulic Engineer, Hydraulic Study Department (HSD),Kolkata Port Trust, 20, Garden Reach Road, Kolkata- 700043, by 11-03-2019. Mere uploading of proof of PO/DD towards EMD and cost of bid documents in the e-procurement portal and non submission in original to the above mentioned address may lead to technical disqualification of bids.
- 7. The offer (both Techno-Commercial & Price) must be valid at least 120 days from the last date of online submission of offer; otherwise the offer shall be rejected as non-responsive.
- 8. The bidders' queries, if any, will be clarified through NIC's CPP Portal for e-Procurement (GePNIC) after completion of the scheduled offline pre-bid meeting as mentioned in the tender document.
- 9. Kolkata Port Trust (KoPT) has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

- 10. The Employer/Board do not bind themselves to accept the lowest or any tender and to reject any tender without assigning any reason there for.
- 11.If the offers are not received according to the instructions detailed here above, they shall be liable for rejection.

#### Contact Persons (Kolkata Port Trust):

1. Shri Sachin Yadav, Executive Engineer Email: sachin.yadav@kolkataporttrust.gov.in

Contact persons (CPP Portal) :

Shri Nazmush – Mob. 9563251950
 E-mail : <u>webhelpdesk@gmail.com</u>
 See CPP Portal for contact details.

# <u>Annexure – B</u>

# **COMMERCIAL TERMS & CONDITIONS**

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

#### 10 VALIDITY :

The tender shall remain open for acceptance for a period of **120 days** from the date of opening of techno-commercial bid.

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

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

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

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

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

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

- 12 The bidder shall quote his price as per the Bill of Quantities in the Price bid.
- 13 The Bidder shall state clearly his quoted rates both in figure & word.
- 14 Price(s) to be quoted should remain firm over the contract period.
- 15 All taxes & duties are deemed to be included in the quoted rate except **GST** as applicable.
- 16 <u>EVALUATION CRITERIA</u>: As mentioned in the BOQ.
- 17 <u>PAYMENT</u>: As per Tender document, Annexure -C.

- 18 Location: As per Tender document.
- 19 Time of Completion: As per Tender document. Annexure -C.
- 20 <u>JURISDICTION OF COURT</u>: The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Kolkata.

#### 21 Micro & Small Enterprises (MSEs) registered with NSIC

i) Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs or DIC's(DISTRICT INDUSTRIES CENTRE) Certificate.

ii) If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer will not be considered.

iii) Copy of valid NSIC Certificate for MSEs or DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.

22 EARNEST MONEY : Rs. 31,300 (Rupees Thirty One Thousand Three Hundred) Only

# 23 BID DOCUMENT FEE : Rs. 590/- (Rupees Five Hundred Ninety Only) including GST

E-Tenderers submitted without requisite Earnest Money and bid document fee are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) for items for which the tender is invited.

EMD and Bid document fee to be submitted physically within 3 days from the closing of online submission of tender, i.e. by 11-03-2019, in an envelope marking EMD & Bid document fee superscribing the e-tender number on the envelope at O/o the Chief Hydraulic Engineer, Hydraulic Study Department (HSD),Kolkata Port Trust, 20, Garden Reach Road, Kolkata- 700043.

## Annexure –C

# **NOTICE INVITING TENDER**

E-Tender under single stage system are invited from reliable, bonafide & experienced agency with required experience as per Prequalification criteria stipulated in Tender Document for the following work at Kolkata Port Trust.

Name of work	:	"Procurement, Installation and Commissioning of two (2)
		no's AIS Receiver with accessories along with three years
		warranty period for Haldia & Sagar VTMS stations" under
		Hydraulic Study Department (HSD) of Kolkata Port Trust
		(KoPT)"

Estimated Cost	:	Rs. 15,61,000.00 (Rupees Fifteen Lakh Sixty One Thousand ) only excluding statutory taxes (GST).
Period Of Execution	:	<b>30 days from the date of acceptance of work order</b>
Earnest Money	:	Rs. 31,300 (Rupees Thirty One Thousand Three Hundred) Only
Period of Download of E-Tender (Both Days Inclusive)	:	<b>01-02-2019 to 07-03-2019</b> (UPTO 14:00 HRS.) (Bid document will be available on Kolkata Port Trust website <u>www.kolkataporttrust.gov.in</u> and NIC's CPP Portal for e-Procurement-GePNIC <u>www.eprocure.gov.in</u> Bidders will have to participate in bidding process through <u>www.eprocure.gov.in</u> only.
Date and Time for pre-bid meeting (offline)	:	The Pre-Bid Meeting will be held on <b>13.02.2019 at 11:00</b> hrs at Hydraulic Study Department, Kolkata Port Trust, 20 Garden Reach Road, Kolkata – 700 043. The decision/ amendment/ clarification, if any, made in the pre-bid meeting will be published in the website which will be the integral part of the tender and will be binding to all bidders and contractor.
Last date of submission of online e-tender (Techno- Commercial Bid & Price Bid)	:	07-03-2019 Submission Up to 14:00 hrs.
Cost of Tender Document (Non-refundable)	:	<b>Rs. 590/-</b> ( <b>Rupees Five Hundred Ninety Only</b> ) including GST

<ul> <li>Contact Person / Dealing Officer</li> </ul>	:	<ol> <li>Shri Sachin Yadav, Executive Engineer Email: sachin.yadav@kolkataporttrust.gov.in</li> </ol>

Details of the Tender & Tender Documents are available in web site of Kolkata Port Trust <u>www.kolkataporttrust.gov.in</u> and of NIC's CPP Portal for e-Procurement-GePNIC <u>www.eprocure.gov.in</u> and bidders have to participate in bidding process through <u>www.eprocure.gov.in</u> only.

# **PRE-QUALIFICATION CRITERIA**

The prequalification criteria will be as follows:

- 1. Quotations in two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) with EMD of **Rs. 31,300 (Rupees Thirty One Thousand Three Hundred) only** are invited from reliable, bonafide & experienced agency or their authorized agents/ service provider of national and international repute with experience having supply, maintained, satisfactorily in India or abroad or combination of both as per Prequalification criteria as stipulated in Tender Document for the above work. The following points must be satisfied by the prospective bidders for eligibility criteria:
- A. Average turnover during the last 3 years ending 31<sup>st</sup> March of the previous financial years should be at least Rs.4.70 Lakh /-(Rupees Four Lakh Seventy Thousand Only).
- B. Experience of having successfully completed such type of work during the last 7 years (Seven years) ending last day of month previous to the one in which NIT is invited should be either of the following:
  - a) 3 (Three) similar satisfactorily completed such type of work costing not less than the amount equal to Rs. 6.25 Lakh/- in each occasion or
  - b) 2 (Two) similar satisfactorily completed such type of work costing not less than the amount equal to Rs. 7.81 Lakh/- in each occasion, or
  - c) 1 (One) similar satisfactorily completed such type of work costing not less than the amount equal to Rs. 12.49 Lakh/-

In regard to this Pre-qualification Criteria, the work for which delivery, commissioning of equipments (like AIS, GPS/ DGPS, VHF, Microwave link, Pilot kit) and warranty period of one year has been completed will be considered as completed similar work.

- 2. Work experience as a sub contractor shall not be considered as the requisite qualification.
- **3.** Documents in the form of copies of Letters of Award of works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the above mentioned pre-qualification criteria will be considered as credential of completed works.

The bidder is required to upload the scanned copy of the documents for complying the above mentioned criteria as part of its Techno-commercial bid, failing which their bid will be rejected.

# **4.** Scan copy of the following documents (as applicable) are to be uploaded:-

- i) Credentials in the form of copies of Letters of Award of Works along with corresponding completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- ii) Last three years balance sheet and profit & loss account in support of Annual Financial turnover (i.e. 2015-2016, 2016-2017 and 2017-2018) and the same should be audited as per relevant norms wherever required.
- iii) Addendum/ Corrigendum/ Notice/ Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.
- iv) Certified copies of PAN Card.
- v) Bank Draft/ Pay order etc. regarding EMD & Bid document fee/ NSIC Registration Certificate.
- vi) Undertaking stating that " I/ We do hereby declare that I/ We have fully read and understood the entire Tender document, GCC and Addenda/ Corrigendum, if any, downloaded from the instant e-tender (and no other source), and will comply to the said document, GCC and Addenda/ Corrigendum, if any"
- vii) Goods and Service Tax (GST) Registration Certificate.
- viii) Form A duly filled in.
- ix) Self declaration of the bidder that the Bidding Firm has Not been debarred/ de-listed by any Govt. / Quasi Govt. / Public Sector undertaking in India.
- x) Self declaration of the proprietor/ partner(s)/ authorised signatory of the bidding firm (in the case of proprietorship firm/ partnership firm/ limited company, as the case may be) that the bidder is / are not associated with any other firm bidding for the same work.

## **SCOPE OF WORK:**

**Chief Hydraulic Engineer**, Hydraulic Study Department, Kolkata Port Trust intends to receive offers for Procurement, Installation and Commissioning of two (2) no's AIS Receiver with accessories along with three years warranty period for Haldia & Sagar VTMS stations complying the tendered specification for using AIS receiver as 'back-up' facility for networked VTMS. The proposed work will include the following: -

- Supply, installation and commissioning of two (2) no's "AIS receiver" with all accessories for the following two locations: 
   (i) Sagar VTMS control station of KoPT at Sagar Light House Campus, South 24 PGS,WB.
   (ii) Haldia VTMS centre of KoPT at Haldia, Jawahar Tower, 11<sup>th</sup> floor, Haldia Dock Complex, Paschim Medinapur-WB.
- 2. Comprehensive warranty for the supplied items for three year (36 months) including supply of spares and consumables for the warranty period without any extra cost.
- 3. To provide NMEA data over LAN and RS232/USB interface to desktop PC, for display of AIS data in OpenCPN chart. The desktop PC will be provided by KoPT.
- 4. At Sagar, AIS antenna is to be installed at approx height of 40 meter on the tower. The AIS receiver unit will be kept at nearby office building. The distance from the antenna on the tower to the AIS receiver unit in the office building is approx 60 meters. The AIS signal through LAN cable (PoE CAT 6) is to be transferred to control center. The distance from office building to control center is approx 150 meters.
- 5. At Halida, the distance between the Antenna location and the Control room where the AIS receiver unit will be installed, is about 30 m.
- 6. Location of installation of AIS antenna may be changed, if felt required during installation, for better functioning, as per direction of authorized KoPT official.
- 7. To supply customized mounting bracket for antenna installation over tower at Halida & Sagar.

#### SPECIFICATION OF AIS RECEIVER ALONG WITH ALL ACCESSORIES

Radio Module: Frequency	: 87B (161.975 MHz) 88 B (162.025 MHz.)
<u>GPS Module:</u> GPS receiver Output rate	: 12 Channel : 1 Hz.
Interface : Communication port	: LAN Port and RS 232/ USB

1	
Message format	: As per NEMA standard

#### External input power supply:

Power supply: AIS equipment is required to be operatable with existing 200-240V AC, 50 Hz. If any converter is required, the same to be supplied by the contractor.

Environmental Conditions:

Temperature	: operatable within 0- 50 deg C
Humidity	: operatable at Max humidity level of 95%

Accessories:

- a. Requisite Antenna ( 3 dB or better) for VHF signal with Antenna Cable of type LMR-400.
- b. NMEA output interface cable.
- c. Mounting bracket kits
- d. Power supply cable
- e. Steel guy rope, if required, for securing antenna cable from AIS receiver to control room at Haldia & Sagar

N.B: In the AIS receiver unit to be supplied, there should be no provision for transmission of AIS signal i.e. the same should not work as transceiver. If there is transmission facility in the model quoted by any bidder, the transmission facility should be disabled before supply/commissioning.

Location of Installation:

#### (i) <u>At Sagar</u>

The AIS receiver will be placed in the office building of VTMS and the antenna of AIS receiver is required to be installed on the tower located nearby, the approximate distance from tower to office building is 60 meters. The AIS signal is to be transferred through LAN cable to control room. The distance between the office building and the Control room is about 150 m. The mains power source is available in the office building & control room.

(ii) <u>At Haldia</u>

The AIS receiver will be placed at the Control room of VTMS on the roof of 11<sup>th</sup> floor of Jawahar Tower at Haldia and the antenna of AIS receiver is required to be installed appropriately on the tower located in the same roof. The distance between the Antenna location and the Control room is about 30m. The mains power source is available in the control room.

#### **INSTRUCTION / FEATURES TO BE NOTED BY THE BIDDERS**

#### Validity of offers

The e-tender shall remain valid for a period of 120 (one hundred and twenty) days from the last date of online submission of Bids.

#### Earnest Money Deposit (EMD)

Earnest money of **Rs. 31,300 (Rupees Thirty One Thousand Three Hundred)** only) only in favour of Kolkata Port Trust, otherwise their offer will be summarily rejected. Pay Orders (PO) / Demand Drafts (DD) should be drawn in favour of "Kolkata Port Trust" on any nationalized/ scheduled bank having branch in Kolkata. The original Pay Order or Demand Draft shall be submitted within 3 days from the closing of online submission of tender. The original Pay Order or Demand Draft shall be submitted within 3 days from the closing of online submission of tender.

The Earnest Money will be released to the unsuccessful/ disqualified bidders without any interest immediately after finalization of the tender. The EMD of the successful bidder will be released after submission of performance security bond.

#### **Tender Document Fees**

The intending bidders should submit the tender cost of **Rs. 590/-** (**Rupees Five Hundred Ninety Only**) including GST (non-refundable) separately to Kolkata Port Trust, otherwise their offer will be summarily rejected. Pay Orders (PO) / Demand Drafts (DD) should be drawn in favour of "Kolkata Port Trust" on any nationalized/ scheduled bank having branch in Kolkata. The original Pay Order or Demand Draft shall be submitted within 3 days from the closing of online submission of tender.

#### **Other Important points**

- 1. The bidder should inspect the sites before submission of their offer.
- 2. At any time prior to the deadline for submission of tenders, the Chief Hydraulic Engineer may for any reason, whether at its own initiative, or in response to a clarification required by a prospective Tenderer, modify the Tender Documents. The amendment shall be part of the Tender Documents.
- 3. The prices shall be quoted only in the Indian Currency.
- 4. The Earnest Money Deposited shall be forfeited :
  - (a) If the tenderer withdraws their offer during the period of tender validity, specified by KoPT.
  - (b) In the case of a successful tenderer, if the Contractor refuse to accept the contract by signing the agreement in accordance with tender condition.
- 5. The Earnest Money will be released to the unsuccessful bidders without any interest immediately after finalization of the tender. The EMD of the successful bidder will be released after completion of work or submission/deduction of performance security.

- 6. A pre-bid meeting with prospective bidders will be held at the office of the Chief Hydraulic Engineer, Kolkata Port Trust, 20 Garden Reach Road, Kolkata-700043, at 1100 hrs on 13.02.2019. The bidders or his authorised representative may attend the pre bid meeting for any clarification etc.
- 7. The last date of submission of tender will not be extended under any situation.
- 8. The Terms and Conditions of E-Tender shall be read in conjunction with the General Conditions of Contract (available in KoPT website  $\Rightarrow$  Rules & Regulations $\Rightarrow$  Non-service Regulations) and other documents forming part of this Contract wherever the Contract so requires.
- 9. Kolkata Port Trust is not bound to accept the lowest offer and reserve the right to accept any or reject bid without any reason thereof.
- 10. The L1 bidder who will be found acceptable techno-commercially will be asked for presenting the original of the submitted / uploaded documents for verification. The bidder must comply it otherwise their bid may be rejected.
- 11. Price evaluation criteria:

Evaluation of bid will be made on the basis of Sum total of Cost ( excluding GST) of all equipments / accessories /installation & commissioning etc. as mentioned in the BOQ.

#### 12. Deliverables:

The deliverables will include AIS Receiver, Antenna's, Antenna Cables (for GPS antenna-RG58/RG59, for VHF antenna – LMR 400), PoE CAT 6 cable, Power cable, Adaptor (AC to DC, if required), interface cables/ adaptors (for AIS receiver & PC), steel guy rope for support of cables from antenna to control room at Haldia & Sagar respectively, customized mounting arrangement for fixing antenna at tower at Haldia & Sagar respectively, any other accessories required for AIS installation. Deliverables are to be supplied as per BOQ.

#### PRICE BID (BOQ) – Price Schedule

Price should be quoted by the bidder in a spread sheet file (.xls format) in the space allotted as available in NIC's CPP Portal for e-Procurement (GePNIC) only. Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright.

For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose. The price bid submitted through NIC's CPP Portal for e-Procurement (GePNIC) mode only will be taken up for the purpose for evaluation. The rates offered details have to be entered separately in a spread sheet file (xls format Price bid) in the space allotted and should be uploaded in attached BOQ template file for the tender as the financial bid. If the BOQ file is found modified by the bidder, then his bid will be rejected.

#### SPECIAL CONDITIONS OF THE CONTRACT

#### 1. <u>Payment terms</u>:

The 90% payment of the total cost will be paid after successful supply, installation, commissioning and acceptance of the system in totality by KoPT on submission of bill in quadruplicate along with commissioning certificate and remaining 10% will be paid after satisfactory completion of warranty period of three years. For non-fulfillment of any contractual obligation by the Contractor, the Engineer and/or the Trustees shall be at liberty to raise claim against the security deposit and/or enforce the same unilaterally.

The Bill in Quadruplicate is to be submitted to the office of the Chief Hydraulic Engineer, Hydraulic Study Department, Kolkata Port Trust, 20, Garden Reach Road, Kolkata-700 043 giving details of Bank Particulars for payment viz. (i) name of bank (ii) branch name (iii) branch code, (iv) designated account number etc require for on account payment.

#### 2. <u>Time of Completion</u> :

The installation and commissioning of AIS Receiver with all accessories will have to be completed in all respect within thirty (30) days from the date of acceptance of the work order failing which specified LD clause for delay in handing over the equipments, shall apply.

#### 3. <u>Liquidated Damages (LD)</u> :

In the event of the works not being completed as per clause 2 above, Chief Hydraulic Engineer shall be at liberty (in each such case) to deduct from any sum or money then due or to become due to the Contractor as and for Liquidated Damages @ ½% of the Contract Price (total cost of the equipments and accessories without) per week or pro rata for each day of the week subject to a ceiling of 10% (Ten percent) of the Contract Price (total cost of the equipments and accessories) . PROVIDED ALWAYS that if the representatives shall certify in wiring that such delay or any portion thereof has arisen either in connection with works of the Contractor from a general strike or sectional strike of workmen or other general or sectional disputes of workmen or employers or combinations of workmen and employers or accidental fire or destruction of the Contractor's works or from Act of God or other causes which in the opinion of the representative were unavoidable and could not be foreseen or overcome by the Contractor then and in such cases the Competent authority shall have power to extend accordingly the time fixed for completion.

#### 4. <u>Warranty Period</u>:

Contractor will have to provide a comprehensive warranty, including supply of spares and consumables without any extra cost for a period of three (3) years from the date of commissioning in totality. The defective equipment/component of the system must be repaired/replaced within three (3) working days after reporting of fault during warranty period for restoration of the system. Failure to restore the system within specified time, will attract imposition of penalty @1/2 % prorate value for every week or part thereof for non functioning of each set subject to a maximum of 10% of the total cost. Penalty amount will be deducted from the security deposit.

#### 5. <u>Security deposit</u>

Ten percent (10%) of the contract value will be kept at security deposit & the entire security deposit will be released, without any interest, after satisfactory completion of three years warranty period. In case of non-fulfillment of any contractual obligation by the Contractor, the Engineer and/or the Trustees shall be at liberty to raise claim against the security deposit and/or enforce the same unilaterally.

#### 6. <u>Settlement of Disputes</u>

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with or arising out of the contract or the execution of the works, the same shall be dealt as per relevant provisions of the General Conditions of Contract of Kolkata Port Trust.

#### 7. Agreement

The successful bidder shall submit FORM OF AGREEMENT [as in General Conditions of Contract (GCC) of KoPT] in a non-judicial stamp paper of appropriate value, within 15(fifteen) days from acceptance of the Work Order.

The cost of stamping Agreement must be borne by the successful Bidder.

#### 8. <u>Risk Purchase Clause</u>

In case of refusal or discontinuance of providing service by the contractor during the entire contractual period, the contractor will be liable to reimburse the cost to Ko. P.T. as may be necessary for carrying out the work as mentioned in the NIT at the cost of contractor. KoPT reserve the right to take appropriate action against defaulted contactor.

# Form - A

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

Authorised Signatory (Company Seal)

#### THE BOARD OF TRUSTEES FOR THE PORT KOLKATA

#### FORM OF ARGEEMENT

THIS AGREEMENT made this Dav of corporate constituted by the Major Port Trust Act, 1963 (hereinafter called "Trustees" which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and ..... (hereinafter called "the Contractor, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives or successors in office) of the other part. WHEREAS the Trustees are desirous that certain Works should be executed/ constructed. viz..... and have accepted a Tender/offer by the Contractor for the construction, completion and maintenance of such works NOW THIS AGREEMENT WITNESSTH as follows :

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

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

The	Seal	of
		•
		•
••••••		

was hereunto affixed in the presence of :

Name : Address:		•••••	• • • • • • • • • • • • • • • • • • •				
•••••	• • • • • • • • • • • • • • • •	•••••	•••••	• • • • • • • • • • • • • • • •	•••••	•••••	•••••
• • • • • • • • • • • • • • •	••••						

### OR SIGNED SEALED AND DELIVERED

By the said
In the presence of :
Name :
Address
The Common Seal of the Trustees was hereunto affixed in the presence of :
Name :
Address :

## Annexure –D

#### Scan copy of the following documents (as applicable) are to be uploaded:-

- i) Credentials in the form of copies of Letters of Award of Works along with corresponding completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- ii) Last three years balance sheet and profit & loss account in support of Annual Financial turnover (i.e. 2015-2016, 2016-2017 and 2017-2018) and the same should be audited as per relevant norms wherever required.
- iii) Addendum/ Corrigendum/ Notice/ Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.
- iv) Certified copies of PAN Card.
- v) Bank Draft/ Pay order etc. regarding EMD & Bid document fee/ NSIC Registration Certificate.
- vi) Undertaking stating that " I/ We do hereby declare that I/ We have fully read and understood the entire Tender document, GCC and Addenda/ Corrigendum, if any, downloaded from the instant e-tender (and no other source), and will comply to the said document, GCC and Addenda/ Corrigendum, if any"
- vii) Goods and Service Tax (GST) Registration Certificate.
- viii) Form A duly filled in.
- ix) Self declaration of the bidder that the Bidding Firm has Not been debarred/ de-listed by any Govt. / Quasi Govt. / Public Sector undertaking in India.
- x) Self declaration of the proprietor/ partner(s)/ authorised signatory of the bidding firm (in the case of proprietorship firm/ partnership firm/ limited company, as the case may be) that the bidder is / are not associated with any other firm bidding for the same work.