

BID DOCUMENT
FOR
REPAIRS
OF
NAVIGATIONAL BUOYS

TENDER REF. NO: MRN/SDDS/BR/2018-19, April 2019

Estimated Value: Rs 46.42 Lakh

ISSUED BY:
THE SUPERINTENDENT, DREDGER & DESPATCH SERVICE,
KOLKATA PORT TRUST

April 2019

Kolkata Port Trust
Marine Department

1.0 NOTICE INVITING TENDER

Tender No : KoPT/MRN/SDDS/BR/2018-19	Dated: April 2019
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E-Tender under single part system is invited from reputed, bona fide and resourceful bidders for repairs and painting of 24 nos. navigational buoys.

The Bid Document may be seen from the Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>). Corrigenda or clarifications, if any, shall be hoisted on the above mentioned website only. The tender is also published on KoPT website (www.kolkataporttrust.gov.in).

2.0 SCHEDULE OF TENDER (SOT)

a. Tender No.	Tender No : KoPT/MRN/SDDS/BR/2018-19
b. Mode of Tender	e-Procurement System (Online through CPP Portal https://eprocure.gov.in/eprocure/app) The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender is acceptable by KOLKATA PORT TRUST.
c. Estimated cost	Rs. 46.42 Lakh.
d. Earnest Money Deposit.	The bidders shall be required to deposit Rs.92,840/- as 'Earnest Money Deposit' (EMD) payable to Kolkata Port Trust as per tender stipulation. The original EMD instrument shall be submitted within 3 days from the closing of online submission of tender.
e. Tender Document fee.	The intending bidders also should submit the tender fee of Rs.1, 770/- including GST to Kolkata Port Trust separately as per tender stipulation. The original Bank Draft/Bankers Cheque/Pay Order shall be submitted within 3 days from the closing of online submission of tender.
f. Date of NIT available to parties to download.	From 02.04.2019 .
g. Off line Pre-Bid Meeting date and time.	At 1400 hours on 10.04.2019 at KoPT Head Office, 15, Strand Road, Kolkata - 700001.
h. Last date of submission of EMD & Bid Document Fee to KoPT.	The original EMD instrument shall be submitted within 3 days from the closing of online submission of tender.
i. Date of starting of e-Tender for submission of on-line Techno-Commercial Bid	At 10:00 hours 11.04.2019 .

and price Bid at CPP Portal.	
J. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	Up to 14:00 hours on 25.04.2019 . The last date of submission of tender will not be extended under any circumstance.
k. Date & time of opening of tender (both techno-commercial part as well as price part).	On 26.04.2019 after 1500 hours.

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

Capt. Gautam Roy
Superintendent
Dredger & Despatch Service
Tender Inviting Authority

3.0 Important Instructions for e-Tender

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

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

- Bidders Manual Kit
- Help for Contractors
- FAQ

Contact Persons (Kolkata Port Trust):

1. Capt. G. Roy. Superintendent, Dredger & Despatch Service
Phone: 9836298700
E-mail: gautam.roy@kolkataporttrust.gov.in
2. Capt. C.P. Ashok, Dy. Superintendent, Dredger & Despatch Service.
Phone: 9674720055
E-mail: cpashok@kolkataporttrust.gov.in

Contact persons (CPP Portal):

1. Shri Nazmush - Mob: 9563251950 email: webhelpdesk@gmail.com
See CPP Portal for contact details.

4.0 Pre-qualification criteria of Tenderer.

A. Work experience:

The intending bidders should have successfully completed repairs/ construction of vessels / navigational aids involving steel renewal during the last 7 (seven) years ending 28.02.2019 should be either of the following: -

(a) Three completed works each costing not less than Rs. 9.284 Lakh.

or

(b) Two completed works each costing not less than Rs. 11.605 Lakh.

or

(c) One completed work costing not less than Rs. 18.568 Lakh.

B. The Average Annual Financial Turnover of the bidding firm should be at least Rs.6.963 Lakh in the preceding three years ending 31.03.2018.

C. The bidder must have own/hired yard / slipway in or around Kolkata, suitable for carrying out such repairs.

Note: Claims for fulfilling the above criteria must be adequately supported by appropriate documents like work order, performance certificate from Clients, Company's Annual Reports, Audited Balance Sheet and Profit and loss account for last 3 Years (i.e. 2015-16, 2016-17, 2017-18).

5.0 TENDER AUTHORITY

Superintendent, Dredger & Despatch Service,
Kolkata Port Trust, 15, Strand Road, Kolkata-700 001
Phone: 033-2230-3451-Extn: 2232, Telefax:-033-2231-0105
Fax No: 033-2230-4901
E-mail: gautam.roy@kolkataporttrust.gov.in,
Web-site: www.kolkataporttrust.gov.in

6.0 INSTRUCTION TO BIDDERS

- 6.1 Tender with supporting documents shall be submitted online as stipulated in the tender.
- 6.2 The bidder before filing and submitting the Tender is expected to thoroughly examine the Tender Documents including all instructions, forms, terms, specifications, schedules and reference drawings. Failure/omission to furnish this information required by the tender Document on submission of a bidder which is not substantially responsive to the tender requirement will result in the rejection of such tender.
- 6.3 Mere downloading of Tender Document shall not mean that a particular Bidder will be automatically considered qualified and their bid will be entertained. Such qualifications will be reviewed at the time of evaluation of bids.

- 6.4 Tender Document (Non-transferable) will be available in the website: www.kolkataporttrust.gov.in / CPP Portal. Parties downloading the tender document should ensure submission of Demand Draft towards Tender Fee, failing which the tender will not be considered.
- 6.5 Kolkata Port Trust reserve the right to reject any/all tenders or to accept any tender in whole or in part without assigning any reason whatsoever.

7.0 MODE OF SUBMISSION OF BID

7.1 The tenders are to be submitted online in single part and price to be quoted as per the BOQ format also online. The bidders are required to upload the following documents:

- a. Brief particulars of the Firm mentioning company's registration.
- b. Copy of the document relating to details of Similar Works previously carried out by the firm with value & period of each work.
- c. Copies of Performance Certificates of previous works carried out.
- d. Copies of the Audited Balance Sheet and Profit and Loss Account for last 3 years (i.e. 2015-16, 2016-17, and 2017-18).
- e. Photocopy of the Bank Draft / Bankers Cheque payable to 'Kolkata Port Trust' towards Tender Fee and EMD.
- f. Form of Tender duly filled in bidder's Letter Head.
- g. A declaration that the firm has not been debarred / de-listed by any Govt. / Quasi-Govt. / Public Sector Undertakings.
- h. Authentic documents relating to registration under GST Authority.
- i. Photo copy of ESI Registration certificate. In case the firm is not covered under ESI Act or exempted, they should furnish necessary documents along with an affidavit in original affirmed before a 1st Class Judicial Magistrate in a non-judicial stamp paper worth Rs.10/- to that effect as per enclosed KoPT approved format (**Annexure-A**). In addition that the Tenderer must indemnify KoPT against all damages and accidents occurring to their staff in a non-judicial stamp paper worth Rs.50/- as per enclosed format (**Annexure-B**).
- j. Copy of the Current Trade License as applicable.
- k. Photo copy of Current P.F. Statement or in case they are exempted under Provident fund act, they would furnish necessary documents along with an affidavit affirmed before a first class Judicial Magistrate to the effect as per enclosed Proforma (**Annexure-C**).
- l. Power of Attorney in original in connection with signing the tender document.
- m. A covering letter addressed to Superintendent, Dredger & Despatch Service as per the format given at **Annexure-D**.

7.1.1 The contractor shall submit the documents as per the Check List above (Clause-7.1) at the time of submission of the bid online. However, the bids will be summarily rejected without any reference to the bidder if the documents mentioned against Sl. No. a, b, c, d, e & l are not submitted with the bid.

7.1.2 THE DOCUMENTS UPLOADED BY BIDDER(S) WILL BE SCRUTINISED. IN CASE ANY OF THE INFORMATION FURNISHED BY THE BIDDER IS FOUND TO BE FALSE DURING SCRUTINY, EMD OF DEFAULTING BIDDER(S) WILL BE FORFEITED. PUNITIVE ACTION INCLUDING SUSPENSION AND BANNING OF BUSINESS CAN ALSO BE TAKEN AGAINST DEFAULTING BIDDER(S).

7.2 Deadline for submission of Tender

The completed tender shall be submitted online within the prescribed date as indicated in the SOT. Further, the last date of submission of the tender will not be extended under any situation.

7.3 Validity of Bid.

Tenders will be required to be valid for a period of 180 days from the date of opening of the tender.

8.0 OTHER INSTRUCTIONS

8.1 Bidders are advised to submit quotation online based upon technical specification, terms and conditions, Scope of Work, Technical Specification contained in the Bid Documents and General Conditions of Contract (GCC) and not to stipulate any deviation. The General Conditions of Contract of Kolkata Port shall be applicable wherever relevant. The GCC may be downloaded from KoPT website, 'Homepage - Rule and Regulations - Non-Service Regulations'. Should it, however, become unavoidable, deviations should be suggested during pre-bid meeting. KoPT reserves the right to accept or reject the suggested deviations. No deviation from the laid down conditions of the Bid Document is firm unless it is notified by KoPT.

8.2 Kolkata Port Trust will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.

8.3 The work is to be done as described in Bid Document. The bidders who need clarifications on any specific issue shall inform the Engineer in writing well in advance of the date of pre-bid discussion at the address given in the next clause.

8.4 The bidders are advised to examine the tender documents carefully and if the bidders find any discrepancy or omission in the Bid Document or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer, who may send a written explanation to the queries. No oral interpretations shall be made by any Bidder as to the meaning, if any, of the provisions of the Bid documents. Every request for an interpretation shall be in writing, addressed and forwarded to the Engineer who shall be the point of contact at the following address:

The Superintendent, Dredger & Despatch Service,
Kolkata Port Trust,

15, Strand Road,
Kolkata-700 001

- 8.5 The bidders may please note that Kolkata Port Trust will not entertain any correspondence or queries on the status of the offers received against this Bid.

Bidders are also requested not to depute any of their personnel or agents to visit Kolkata Port Trust's Offices for making such inquiries. Should Kolkata Port Trust find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by Kolkata Port Trust.

- 8.6 Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder. Kolkata Port Trust may reject, accept or prefer any bid without assigning any reason whatsoever.

- 8.7 Fax/e-mail offers/ physical offer will not be considered. Bidders should prepare their Bid themselves. Bids prepared by agents will not be recognized. KoPT will not be liable for any financial obligation in connection with any work until such time KoPT communicates to the successful bidder in writing its decision to entrust the work (covered by the Bid document).

8.8 Amendment of Tender Documents.

At any time prior to the deadline for the submissions of tenders, KoPT may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Tenderer / bidder, modify the Tender Documents by issuance of addenda, which shall be in writing and uploaded in the same websites. Such addenda will form part of their Tender. The Tender Document shall be deemed to be amended only by way of the amendments mentioned above. Any other communication issued to the tenderers / bidders shall not be construed to as amendment to the Tender Document.

9.0 EARNEST MONEY DEPOSIT

- 9.1 The bidders shall be required to deposit **Rs.92,840/-** as 'Earnest Money Deposit' (EMD) payable to 'Kolkata Port Trust' by Banker's Cheque or Pay Order or Demand Draft, payable at Kolkata physically.
- 9.2 Earnest Money of unsuccessful bidders will be refunded within 2 months of opening the Price bid or on finalization / acceptance of tender, whichever is earlier. EMD of L-I bidder will only be encashed. Tender submitted without EMD shall not be considered.
- 9.3 After conclusion of tender process, EMD of successful bidder will be returned without interest after submission of Security Deposit. However, the contractor may opt for converting the EMD as a part of Security Deposit. In case the successful bidder fails to submit the Security Deposit in terms of tender conditions, the EMD will be liable for forfeiture.

10.0 SECURITY DEPOSIT

- 10.1 Successful bidder will submit Security Deposit for a sum equivalent to **10% of the total evaluated value as per price bid** of the tender, as accepted by KoPT, in Demand Draft or in the form of Bank Guarantee as per the format as stipulated in GCC in favour of 'Kolkata Port Trust' from a Nationalized Indian Bank with branch at Kolkata. In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court. The Bank Guarantee shall remain valid for 3 months after the final expiry of the contract including warranty period. The Security Deposit will be released within 60 days after successful completion of the contract period.
- 10.2 The Superintendent, Dredger & Despatch Service shall have the right to ask for the extension of the above Bank Guarantee till such time the Contractual obligations are fulfilled and the Contractor will be duty bound to extend the same.
- 10.3 After the issuance of 'Letter of Intent', Security Deposit will have to be submitted within 15 working days and a formal agreement is to be executed immediately thereafter as per format provided in GCC. Work order will be issued immediately after receipt of Security Deposit. The contract shall be deemed to be in effect from the date of issue of work order.

11.0 Micro & Small Enterprises (MSEs) registered with NSIC:

- i) Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Tender Fee and Earnest Money having valid NSIC Certificate for MSEs or with 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 for those items will not be considered.
- iii) Copy of valid NSIC Certificate for MSEs or DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be uploaded along with the bid.

12.0 INSTRUCTION FOR FILLING THE BIDS

- 12.1 The bids can only be submitted in the name of the bidder.
- 12.2 The Bid and any annotations or accompanying documentation shall be in English language only and in metric system.

- 12.3 Bidders shall sign their proposal and all attached documents with the exact name of the firm who has downloaded the bid document.
- 12.4 Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his ability to bind the bidder. The power of attorney as proof of the ability of the signatory to bind the bidder shall be annexed to the bid. Kolkata Port Trust may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 12.5 The tender shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be completed free from ambiguity, change or inter-lineation.
- 12.6 Bidders should indicate at the time of quoting against this bid their full postal /e-mail address and telephone and fax numbers.
- 12.7 Bidders shall set their quotations online as per BOQ format and without any qualifications.
- 12.8 Price Bids, containing any sort of qualifying expressions will be rejected.
- 12.9 Kolkata Port Trust reserves the right to ask any one of the bidders, who have submitted their price quotations to submit a break-up of the submitted prices with adequate justification to establish for each such component. Bidders shall confirm in writing in the form of Tender that should Kolkata Port Trust deem it necessary to ask for such a break up of quoted price, they will be duty bound to do so as requested by KoPT and they shall be further duty bound to provide justification to the same, failing which or if their justification of prices are found unacceptable to KoPT, their Tender may be cancelled by Kolkata Port Trust.

13.0 TAXES & DUTIES.

- 13.1 The prices quoted shall be including all statutory levies excluding GST. The summation of all item-wise total prices (excluding GST, i.e. Grand total as mentioned in BOQ) would be the basis of evaluation.
- 13.2 Supplier / Service Provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- 13.3 The Supplier / Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier / Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier / Service Provider and details available with Kolkata Port Trust, then payments to Supplier / Service Provider to the extent of GST relating to the invoice/s under mismatch may

be retained from due payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account and is finally available to Kolkata Port Trust in terms of GST laws and that the credit of GST so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.

- 13.4 Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the Supplier / Service Provider. Any loss of input tax credit to Kolkata Port Trust for the fault of supplier shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.
- 13.5 Supplementary invoice/debit note/credit note for price revisions to enable Kolkata Port Trust to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.
- 13.6 The purchase order/work order shall be void, if at any point of time bidders are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

14.0 INTERPRETATION OF TERMS.

In the contract and specification, the following words and expressions shall have the meanings mentioned hereunder.

- 14.1 The TRUSTEES - the expression 'The Trustees' means Board of Trustees of the Port of Kolkata.
- 14.2 The Director, Marine Department - the expression 'Director, Marine Department' means the officer holding that post under the Trustees and includes his successors in office.
- 14.3 The Superintendent, Dredger & Despatch Service - the expression 'Superintendent, Dredger & Despatch Service' means the officer holding that post under the Trustees and includes his successors in office.
- 14.4 The ENGINEER - the expression 'The Engineer' means Superintendent, Dredger & Despatch Service for the purpose of this contract only.
- 14.5 The ENGINEER'S REPRESENTATIVE - the expression 'The Engineer's Representative' means any officer or person from time to time deputed by the Trustees or Director, Marine Department or Superintendent, Dredger & Despatch Service to act on their behalf for the purpose of this contract.
- 14.6 The Superintendent, Dredger & Despatch Service from time to time may authorise any person or persons in writing, a copy of which is to be forwarded to the contractor, to be meant by him to exercise such powers, authorities and discretions on his behalf under this contract as he may think fit and proper and the contractor shall recognise, honour and give effect to such authorities in all respect.

15.0 SPECIAL CONDITIONS OF CONTRACT.

15.1 EXHIBITED DRAWINGS.

The contractors are required to carry out the jobs as per the drawings supplied to them by KoPT.

15.2 REJECTION AND REPLACEMENTS.

All materials and workmanship used and employed in carrying out the contract shall be to the entire satisfaction of the Director, Marine Department. Any portion or portions of the material for any of the work done under this contract which may be considered by the Director, Marine Department to be defective or unsatisfactory or not in accordance with the said specification and plan and the requirements of the buoys and which they shall reject shall be forthwith replaced / substituted and /or reconstructed with fresh materials as the case may be in a manner satisfactory to the Director, Marine Department and stated by the Director, Marine Department in writing and at the sole risk and expense of the Contractor.

15.3 INSPECTION AND TESTING DURING PROGRESS OF WORK.

The work is to be executed under supervision of Superintendent, Boat Registration, KoPT. Moreover, the authorised representative of the Trustees shall have the authority to inspect the work at any stage of progress. Trustees' representative will be present, if deemed necessary, during any tests, trials or inspection. The Contractor should give prior notice for such inspection. The Contractor shall afford the representative, all facilities for examining, inspecting and testing the materials and workmanship used or intended to be used or employed during the progress of repairs of buoy and on the completion thereof and shall also supply free of charge such apparatus, materials, tools or labour as may be required from time to time for the purpose of such examinations, inspections and testings.

15.4 TIME OF COMPLETION.

The buoys requiring repairs would be handed over to Contractor (at least two buoys at a time) as and when available and the Contractor is required to deliver buoys on completion of the repair within 42 days from the date of receipt of the buoys. However, the repairs of all the buoys are to be completed within 24 months from the date of award of the work order or handing over of the first buoy for repairs whichever is later.

15.5 DELIVERY AND TRIAL.

On satisfactory completion of repairs as applicable, at the Contractor's yard/workshop, the buoys are to be delivered to Kolkata Dock System as directed by the Engineer or his representative, with all fittings and ready in all respects for use. The contractor is required to give 3 day's notice prior to delivery of buoys.

15.6 GUARANTEE PERIOD.

In the event of any defect being discovered in any part of the buoy or the fittings thereto, caused by bad workmanship or materials or by non-execution of or incomplete and / or erroneous execution of any section of the work under this contract which is not attributable to reasonable wear and tear of the equipment during a period of 6 calendar months from the date of delivery of each buoy on completion of repairs, the Contractors at their own cost shall rectify in the soonest time practicable. Any delay in carrying out the repairs/replacements according to the opinion of the Superintendent, Dredger & Despatch Service would be compensated by the Contractor by extending their guarantee period. In the event of failure of the Contractor to execute the guarantee repairs to the satisfaction of the Superintendent, Dredger & Despatch Service in reasonable time, the Superintendent, Dredger & Despatch Service shall be at liberty to have the said guarantee repairs completed and recover the cost from any sum due to the Contractor or from the Security Deposit or in any other manner deemed appropriate by the Trustees.

15.7 DAMAGES FOR DELAY IN EXECUTION OF THE CONTRACT.

In the event of any buoy not being completed and delivered in accordance with time schedule as specified in the contract, the Director, Marine Department shall deduct liquidated damages as specified in the GCC.

15.8 TERMS OF PAYMENT:

Payment will be made within 45 days of submission of correct bills once in a month against the numbers of the buoys actually supplied and accepted by KoPT on the basis of actual work done to buoy(s).

15.9 PAYMENT OF BOUGHT OUT ITEMS.

Replacement of parts/spares required (not specified & unforeseen in nature) which cannot be supplied by KoPT would be required to be purchased from the authorised dealers/manufacturers and supported with proper purchase documents. For all such bought out items which may be required during the repairs and not specifically mentioned but cannot be foreseen in advance, payment would be made on production of purchase documents of such items from authorised dealers/reputed manufacturers of the materials with 10% on basic price as handling and transportation charges. All such procurements will require approval of KoPT's representative.

15.10 INTERPRETATION OF CONTRACT AND ARBITRATION.

This contract will be governed by Indian Law. In case of any dispute or differences arising in relation to the contract (before, during or after completion or abandonment of work or during the extended period thereafter), the same may be referred to the arbitration as per provision as laid down in Arbitration & Conciliation Act, 1996.

15.11 TRUSTEES OR REPRESENTATIVES NOT TO BE PERSONALLY LIABLE.

Nothing in this contract shall be deemed to or shall impose any personal liability on any of the Trustees or their Representatives.

15.12 NOTICES.

Any notice or other document of any description under this contract may be given or sent to the Contractor by leaving the same or sending the same to them by post / fax at their works or last known place of business.

15.13 PRICE ESCALATION.

No escalation on the contract price will be allowed.

15.14 EVALUATION CRITERIA.

Evaluation will be made on the total evaluated price value considering 2 tons of steel, 2CFT Sal wood, 50 points of gauging, total LS price for transportation & LS price for painting after necessary adjustment of scrap value as quoted by the bidder for each buoy subject to the fulfilment of necessary tender conditions.

15.15 MODE OF SCRAP DISPOSAL.

The steel scrap arising out of the repairs of the buoys are to be retained by the repairer. A quantum of scrap equivalent to 60% of the finished steel renewed, at the rate as quoted as scrap value of steel per ton by the bidder on the date of submission of bids, shall be deducted from the bills of the repairer.

Any buoy, after necessary gauging, if quantum of steel to be renewed is found to be more than 2 tons, specific approval of the Engineer will be necessary to proceed further with such repairs. If it is decided that the buoy would not be repaired, the contractor is required to return the buoy at KPD. In such event the cost of transportation and gauging would be payable to the Contractor and the same would not be counted towards the total number of repairable buoys (24 nos).

15.16 Agreement:

The successful Tenderer will be required to enter into an agreement with KoPT as per finally agreed specifications, drawings, and schedules, general conditions of contract etc. and these will form the contract document. Three copies of this document will have to be prepared by the Contractor, one of which for his retention.

16.0 TECHNICAL SPECIFICATION.

16.1 Scope of work:

The work under this contract is repairs of 24 nos. navigational buoys in the yard / workshop of the contractor which consists of transportation of the buoy from KDS, gauging, renewal of steel & wood as required, scraping, painting and delivery to KDS on completion of repairs as per the drawings / plans under supervision of Commander, D.V. Rabindra / Superintendent, Boat Registration, KoPT. The technical aspects as relevant are as follows:-

- a) Materials - IS 2062 Grade Steel or equivalent steel having same physical properties and chemical composition as IS 2062 Grade-B.
- b) Construction - All welded.
- c) Buoys Plate Thickness - As per Drawing.
- d) Tower Construction - As per Drawing.
- e) Day marks - As per drawing of day marks (E'ly and W'ly).
- f) Deck fittings - Lifting eyes and manholes / hatch cover as per Drawing.

NOTE: Mooring eyes is to be strong enough to withstand mooring loads and is to be welded to the hull. Kentledges are to be fitted properly as shown in the Diagram.

16.2 Material and Workmanship:

The fabrication of the 'buoy' in its entirety along with all fittings etc. is to be carried out with best quality materials conforming to BIS/ISO and with highest degree of workmanship to the entire satisfaction of KoPT Representatives. The cost of all tests and analysis is to be borne by the contractor. The Trustees' representatives will have the full authority to adopt any means they think advisable to satisfy themselves as to the quality of the materials and methods of construction.

All steel material to be of I.S. 2062 Grade 'B' with proper test certificates. In the event there is no supporting test certificate, the contractor would be required to send random sample pieces to MMD / IRS authorised test houses for testing at the contractor's expenses.

Timber required to be utilised for Day Mk. shall be Indian Sal Wood (sorearobasta).

Manhole cover is to be made water tight with 6mm thick neoprine rubber joint.

16.3 Welding:

All welding work is to be carried out by certified welder as per recommendations of Superintendent, Boat Registration, KoPT. MMD/IRS approved electrode shall be used. In case of T-joint welding D.P Test shall be conducted after gouging.

16.4 Rectification of defects:

The contractor shall be bound to rectify the defects in materials and workmanship detected at any stage of inspection and even after final inspection. Such rectification shall have to be done in a manner required by KoPT Representatives at no extra cost to the Trustees. No extension of completion time will be granted on account of such rectification work.

16.5 Scantlings:

Scantling to be as per drawings.

16.6 Painting schedule:

All paints should conform to their latest respective Standard Specification and shall be obtained from reputed manufacturer e.g. Sigma, Jotun, International paint.

External Surface: All external plates to be blasted with copper slag cleaned thoroughly and all other steel surfaces to be chipped / scrapped / wire brushed wherever necessary to make the surface free from dust, grease etc. and should be dry at the time of painting. Blasting should be done to achieve SA 2.5. After the aforesaid surface preparation, buoys are to be painted externally, with airless spray under the supervision of paint manufacturer's authorised representative who is required to issue certificate accordingly, as mentioned hereunder

Underwater portion water line (all paints should be Epoxy based)		
Primer	100 mic. each coat	1 coat
Anti corrosive	75 mic. each coat	1 coat
Tie coat	75 mic. each coat	1 coat
Anti fouling	75 mic. each coat	2 coats
Above water line (all paints should be Epoxy based)		
Primer	100 mic. each coat	1 coat
Finish paint	50 mic. each coat	2 coats.

The colour scheme for above water portion of the buoy will be red for the 'CAN' shaped buoy and green for the 'CONICAL' shaped buoy.

Internal Surface: On completion of repairs, the buoys are required to be scraped, cleaned, and painted internally with one coat of red lead primer paint.

17.0 BILL OF QUANTITIES.

Repairs of 24 nos. navigational buoys.

Sl.	Item	Rate to be	Total	Remarks
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No.		quoted.	evaluated price per buoy.	
1.	Transportation of the buoy from KPD to the repairing yard by the Contractor and back to KPD.	-	Rs. ----- per buoy.	L.S Price per buoy to be quoted.
2.	Renewal of Steel.	Rs. ----- per ton.	Rs.-----	2 tons of steel to be taken into calculation for evaluation.
3.	Wooden work.	Rs. ----- -per CFT.	Rs. -----	2 CFT of wood to be taken into calculation for evaluation.
4.	Gauging work.	Rs. ----- per points.	Rs. -----	50 points to be taken into calculation toward evaluation.
5.	Painting of the buoys.	-	Rs. -----	LS price to be quoted.
6.	Scrap	Rs. ----- per ton.	(-) Rs. -----	Value of 1.2 tons of scrap to be taken into account for evaluation.
Total evaluated Price per buoy.			Rs. ----- (P)	
Grand Total for repairs of 24 nos. buys			Rs.-----	Grand total arrived as follows; (P x 24)

The price should be inclusive of all taxes & duties excepting for GST which would be payable extra at actual. GST would not be taken into calculation for the purpose of evaluation.

It is confirmed herewith that the prices quoted above are for the entire work covered in this tender including subsequent clarification and agreed variations etc. and the prices above have been quoted in accordance with all terms, conditions, stipulation, requirements and other contents of this tender as will be finally accepted by the Trustees and incorporated in the contract.

FORM OF TENDER

To
The Superintendent,
Dredger & Despatch Service,
Kolkata Port Trust,
15, Strand Road,
KOLKATA - 700001.

Dear Sir,

We M/s. _____
of _____ having read and
fully understood the specification, conditions of tender and general conditions of
contract hereby tender for repairs of navigational buoys for the Trustees for the
Port of Kolkata in accordance with and as set forth in annexed General Conditions
of Contract and General Specifications.

The quotations have been submitted on line as stipulated.

We hereby agree that the said specification, conditions of tender and General
Conditions of Contract together with the acceptance thereof in writing by or on
behalf of the Trustees, shall constitute the contract.

We undertake to complete the work of L.F. 'Matla' in all respects in accordance
with the specifications and drawings and to deliver to KoPT at Kolkata for
acceptance after trials within stipulated time frame.

We also agree to abide by this tender for a period of 180 days from the date of
opening of price bid and in default of doing so, forfeiture of the Earnest Money
Deposited is at the option of Trustees.

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

Yours faithfully,

Dated _____

Signature

NOTE: All blank spaces to be filled in by the Tenderer and be submitted along with tender.

KOLKATA PORT TRUST

AGREEMENT FORMAT SECTION.

THIS AGREEMENT made the _____ day of _____ 2019 between the Board of Trustees of the Port of Kolkata, a body corporate constituted by the Major Port Trust Act, 1963 (No.38 of 1963) having its Head Office at 15, Strand Road, Kolkata -700001 (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

M/s.

Having its office at _____ and Shipbuilding Yard at _____ (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 Trustees are desirous that certain works should be executed / constructed, viz. repairs and painting of navigational buoys and have accepted a Tender / Offer by the Contractor for the construction, completion of repairs and painting of such works.

AGREEMENT WITNESSTH AS FOLLOWS:

1. In this Agreement words and expression shall have the same meaning as are respectively assigned to them in the general Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read as construed as part of this Agreement, viz.:
 - (a) The said Tender and the acceptance of Tender.
 - (b) The Drawings.
 - (c) The General Conditions of Contract.
 - (d) Special Conditions of Contract (if any).
 - (e) The Conditions of Tender.
 - (f) The Specification.
 - (g) The Bill of Quantities.
 - (h) The Trustees Schedule of Rates and prices (if any).
 - (i) 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 Trustee's hereby covenant 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 year 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 _____

Rs. 50/- STAMP

GUARANTEE BOND.

In consideration of the Board of Trustees' of the Port of Kolkata, a body corporate, duly constituted under the Major Port Trust's Act 38 of 1963 (hereinafter called the Trustees' which expression shall unless excluded by or repugnant to the context be deemed to include its successors in office) having agreed to exempt

M/s. _____

(hereinafter called the said "Contractor", which expression shall unless excluded by or repugnant to the context be deemed to include its successors, heirs, assigns, administrators and legal representative) from the demand under the Terms and Conditions of the Agreement dated, _____ for repairs/construction, painting, delivery and commissioning of light float 'Matla' (hereinafter called the said Agreement) of Security Deposit for the due fulfilment by the said contractor of all the Terms and Conditions contained in the said agreement on production of Bank Guarantee for

_____) only
representing 10 % of the contract price _____
_____ only.

We, the _____
(hereinafter called the Bank) do hereby undertake to pay the Trustees' an amount not _____ exceeding _____ of Rs. _____ (_____) only against any loss or damage caused to or suffered or would be caused to or suffered by the Trustees' by reasons of any breach by the said contractor of any of the Terms & Conditions contained in the said Agreement.

1. We, _____ do hereby unconditionally, irrevocably undertake to pay to the Trustees' the amounts due and payable under this guarantee without any demur, merely on a demand from the said Trustees' stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the said Trustees' by reasons of any breach by the said contractor of any of the Terms & Conditions contained in the said Agreement or by reasons of the Contractors' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall

- be restricted to an amount not exceeding Rs. _____ (_____) only.
2. We, _____, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable from the date of execution of this guarantee i.e. from _____ till the expiry of (_____) calendar months and covering the guarantee period i.e. up to _____ and till all the duties of the Trustees under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till the Trustees' certify that the Terms and Conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liabilities under this guarantee thereafter.
 3. We, _____, further agree with the Trustees that the Trustees shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the Terms and Conditions of the said Agreement or to extend the time of performance by the said contractors from time to time or to postpone, for any time or from time to time any of the powers exercisable by the Trustees against the said contractors and to forebear or enforce any of the Terms and Conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractors or for any forbearance, act or omission on the part of the Trustees or any indulgence by the Trustees to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
 4. We undertake to pay to the Trustees within a week any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.
 5. Notwithstanding anything contained herein, our liability under the guarantee is _____ restricted _____ to _____ (_____) only. Our guarantee shall remain in full force till its expiry on _____ from the date of issue, unless a demand or claim under this guarantee is made on us in writing on or before _____ and we shall be discharged from all liabilities under this guarantee.
 6. We, _____, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Trustees in writing and agree that any change in the constitution of the Bank or the Contract shall not discharge our liability hereunder.

Dated, the _____ day of _____ 2015

WITNESS:

1. N A M E :

DESIGNATION :

BANK's NAME :

& ADDRESS.

1. N A M E :

DESIGNATION :

BANK'S NAME :

& ADDRESS.

On Non-judicial Stamp Paper of at least Rs.50/-
BEFORE THE 1st CLASS JUDICIAL MAGISTRATE

AFFIDAVIT

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

1. That I am a proprietor / partner of ----- having office
at -----and carrying on business on the said name and style.
(In case the above Deponent is an enlisted Contractor at Kolkata Port Trust,
the same should be mentioned in the affidavit).
2. THAT my aforesaid Firm is exempted from E.S.I. Act and the said Firm has
no Valid E.S.I. Registration.
3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per
the Clause No..... of the Tender
No.....issued by the Kolkata Port
Trust in respect of the work (the work is to be mentioned).

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

DEPONENT

Identified by me.

1.

On Non-Judicial Stamp Paper of at least Rupees Fifty

INDEMNITY BOND

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

2. WHEREAS, the said Kolkata Port Trust had asked the every tenderer, who is not covered under E.S.I. Act or exempted to furnish an Indemnity Bond in favour of Marine Department, Kolkata Port Trust against all damages and accidents to the Labourer / 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 NIT No.....of
.....
.....
4. AND the Contractor hereunder agrees to indemnify and at all times keep indemnified the Kolkata Port Trust and its administrator and representative and also all such possible claim or demand for damages and accidents.

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

Sureties: Signature of the Indemnifier

1. Name:

Address:

2. Name:

Address:

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

BEFORE THE 1st CLASS JUDICIAL MAGISTRATE AT _____

AFFIDAVIT

I _____ son of _____ Aged
about _____ years, by faith _____ by
Occupation _____ residing at
_____ ,

Do hereby solemnly affirm and declare as flows:

1. That I am the proprietor / Partner / Director _____
Having office at _____
and carrying on business on the same name and style.

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

2. THAT my aforesaid Firm is exempted from Provident Fund Act and the said Firm has no valid Provident Fund Registration.
3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the clause No. _____ of the Tender vide NIT No. _____ issued by the Kolkata Port Trust in respect of the work (the work is to be mentioned).

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

Deponent

Identified by _____

Covering letter

Ref. No.

Dated:

The Superintendent,
Dredger & Despatch Service,

Kolkata Dock System, Kolkata Port Trust,
15, Strand Road, Kolkata - 700001.

Dear Sir,

1. We _____ (Name of Tenderer having examined the Tender Document and understood its contents, hereby submit our Tender for _____ dt. _____)
2. All information and proofs provided in the Tender including Addendum and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.
3. We shall make available to Kolkata Port Trust (hereinafter referred to as KoPT) any additional information it may find necessary or require to supplement or Authenticate the Tender.
4. We, _____ (Name of Tenderer) hereby undertake that we will abide by the decisions 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. We, further 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.
5. We also certify the following
 - a) We have not been debarred by the Central / State Govt. or any entity Controlled by them or any other legal authority from participating in any Tender /Contract / Agreement of whatever kind
 - b) We have also not been expelled from any project or contract nor have had any contract terminated for breach in the last 3 years ending on the date of opening of the techno commercial part of the tender.
6. We declare that:
 - a) We have examined and have no reservations to the Tender Document,

Including the Addendum, if any, issued by KoPT thereon.

- b) 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.
- 7. 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 obligation for such acceptance, rejection or annulment without assigning any reason thereof.

Yours faithfully,

Signature of Tenderer

Name _____

Designation _____

Date _____

Seal:
