



**KOLKATA PORT TRUST**  
**KOLKATA DOCK SYSTEM**  
**DIRECTOR, MARINE DEPARTMENT**  
**15, Strand Road, Kolkata – 700 001**

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**Telephone no. 033-2230 3214 / 033-22303451, Extn- 375**

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

**BID DOCUMENT**  
**FOR THE TENDER**  
**OF**  
**REMOVAL OF IDOLS FROM RIVER HOOGHLY**  
**AFTER IMMERSION AT BAJE KADAMTALA GHAT**  
**AND ST. JUDGES GHAT DURING DURGA PUJA AND KALIPUJA.**

**TENDER NO. MRN/29A/IDOLREMOVAL/2019-20**

**August 2019**

**Cost of Tender Document: ₹ 590**

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**SCHEDULE OF TENDER (SOT)**

<b>Tender No.</b>	<b>MRN/29A/IDOLREMOVAL/2019-20</b>
<b>Tender Authority</b>	Dy. Director-II, Marine Department, Kolkata Port Trust., 15, Strand Road, Kolkata-700001, Phone:033-2213-5146/ 033-2230-3214 -Extn:362, E-mail: <a href="mailto:calport@kolkataporttrust.gov.in">calport@kolkataporttrust.gov.in</a> , <a href="mailto:a.ghosh@kolkataporttrust.gov.in">a.ghosh@kolkataporttrust.gov.in</a> Website: <a href="http://www.kolkataporttrust.gov.in">www.kolkataporttrust.gov.in</a>
<b>Mode Of Tender</b>	e-Procurement System Online Single Stage Single part system through CPP Portal ( <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ) The intending bidders are required to submit their offer electronically through NIC's CPP Portal for e- Procurement (GePNIC). <b>No physical tender is acceptable by Kolkata Dock System.</b>
<b>e-Tender No.</b>	-----
<b>Estimated value of Tender</b>	Rs 19.70 Lakh. PQ criteria have been drawn on the estimated value.
<b>Period of contract</b>	8 <sup>th</sup> October to 12 <sup>th</sup> October 2019 during Durga Puja & 29 <sup>th</sup> October to 31 <sup>st</sup> October during Kali Puja.
<b>i) Earnest Money Deposit</b>	Rs.39,400/- (Rupees Thirty Nine Thousand Four Hundred Only)
<b>ii) Tender Document fees</b>	Rs. 590/- (Rupees Five Hundred Ninety Only) including GST @ 18% (CGST-9% and SGST- 9%) <b>non-refundable</b>
	<b>"Tender Document fees"</b> and <b>"EMD"</b> containing Banker's cheque or Pay Order or Demand Draft from any of the Nationalized/Scheduled Banks in India having branch in Kolkata drawn in favour of "Kolkata Port Trust" and payable at Kolkata or <b>"Treasury Receipt"</b> of the deposit issued by the Treasurer, <b>Kolkata Port Trust</b> , as the case may be. Scanned document of both to be e-filed, the original shall be submitted within 3 days from the closing of online submission of tender.

<b>Date of NIT available to parties to download</b>	22.8.19 at 1000 hrs.
<b>Off-line Pre-Bid Meeting date , time &amp; place</b>	27.8.19 at 15.00 hrs., in the room of Dy. Director-II, Marine Department.
<b>Date of Starting of e-Tender for submission of online (Techno-Commercial Bid and Price Bid) at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></b>	28.8.19 at 1000 hrs.
<b>Date of closing of online e-tender for submission of Techno-Commercial Bid &amp; Price Bid.</b>	11.9.19 at 1400 hrs.
<b>Date and time of opening of Single part bid (i.e.Techno-commercial Bid &amp; Price Bid)</b>	12.9.19 at 1500 hrs.

**Note:**

In case of unscheduled Holiday / Bandh on any of the above days, the same will be opened/held on the next working day at the scheduled time without any further notice.

**ANNEXURE - A****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. A. Ghosh Dy. Director-II  
Mobile:9836298699  
E-mail : [a.ghosh@kolkataporttrust.gov.in](mailto:a.ghosh@kolkataporttrust.gov.in)

Contact persons (CPP Portal):

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

**TENDER NOTICE**  
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**ANNEXURE - B**

**e-TENDER for Removal of Idols from River Hooghly after immersion during Durga Puja & Kali Puja.**

Tender No. MRN/29A/IDOLREMOVAL/2019-20
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<b>ESTIMATED VALUE OF THE TEDNER : 19.70 Lakhs</b>
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Tender under single stage single part system (Techno commercial bid & Price bid) are invited from bonafide Indian firms as per Pre-qualification Criteria stipulated in the Tender Document for “Removal of idols from river Hooghly after immersion at Baje Kadamtala Ghat and St Judges Ghat during Durga Puja and Kali Puja in 2019” as per Bill of Quantities.

**1.0 PRE-QUALIFICATION CRITERIA:**

- a) Must have experience of having successfully completed \*similar work during the last 7 years ending April 2019, which should be either of the following:
- b) Three similar completed works, each costing not less than the amount equal to 40% of the estimated value i.e. Rs. 7.88 Lakh.
- Or
- c) Two similar completed works, each costing not less than the amount equal to 50% of the estimated value i.e. Rs. 9.85 Lakh.
- Or
- d) One similar completed work, costing not less than the amount equal to 80% of the estimated value i.e.15.76 Lakh

- **Similar work shall mean supply of launches/mechanized boats with manpower.**

**Note: Work experience as a sub-contractor will not be considered for the purpose of pre-qualification.**

The bidder must have an average annual financial turnover of at least 30% of the estimated value i.e. Rs 5.91 Lakh during the last 3 years ending 31<sup>st</sup> March 2018.

Claims for fulfilling the above criteria must be adequately supported by appropriate documents i.e. work order, performance certificates from Clients, Audited Balance Sheet including Audit Reports and profit and loss account for the last three years (i.e. 2015-16,2016-17 & 2017-18).

Bid Document may be downloaded from:

a) KOPT website: [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)

or

b) NIC's CPP Portal for e-procurement (GePNIC): <https://eprocure.gov.in/eprocure/app>

Amendment, Corrigenda or Clarifications, if any, shall be hoisted on the above mentioned websites only.

## 2.0 MODE OF SUBMISSION OF BID:

The Tenders are to be submitted online through e-tendering in single stage single part system consisting of Technical Commercial Bid and 'Price Bid without any deviation and condition. Both the bids are to be submitted through NIC's CPP Portal for e-Procurement (GePNIC) at <https://eprocure.gov.in/eprocure/app>.

Techno-Commercial bid: It will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid. This will contain the following self attested & stamped documents which are to be uploaded:-

- a) Brief particulars of the Firm mentioning company's registration.
- b) Valid Trade License.
- c) GST Registration Certificate.
- d) Valid Professional Tax Clearance Certificate/uptodate tax payment challan.
- e) Authentic Performance Certificate of similar previous works carried out mentioning value of work and period.
- f) Audited Balance Sheet including Audit Reports and profit and loss account for the last three years (i.e. 2015-16, 2016-17 & 2017-18).
- g) Proof of being registered with Employees' State Insurance Corporation (ESIC)/ ESI Registration Certificate.
- h) In case the firm is not covered under ESI Act, or exempted, they would furnish necessary documents from appropriate authority along with an affidavit in original affirmed before a first Class Judicial Magistrate in a non judicial stamp paper worth Rs.10/- to that effect as per enclosed KoPT approved format enclosed in **Annexure V**. In addition, the bidders not having ESI registration must also indemnify KoPT against all damages and accidents occurring to their labour in a non-judicial stamp paper worth Rs.50/- as per enclosed format (**Annexure VI**).
- i) Proof of possessing valid Employees' Provident Fund (EPF) Account. Copy of Current P.F. Statement / PF Registration Certificate.
- j) In case they are exempted under Provident fund act, they would furnish necessary documents issued by appropriate authority along with an affidavit affirmed before a first class Judicial Magistrate to the effect as per enclosed Proforma (**Annexure-VII**).
- k) Original Bank Draft/Banker's Cheque/Pay Order payable to "Kolkata Pot Trust" for Earnest Money Deposit of Rs. 39,400/- physically in the office of the Director Marine Department (Addressed to Dy. Director-II, Marine Department), 15, Strand road, Kolkata-

700001, within three days of opening of the bid. A photocopy of the same also to be uploaded in their offer through NIC's CPP Portal for e-Procurement (GePNIC).

l) Signed and filled up copy of Form of Tender (Annexure-I)

m) Signed Photo Copy of PAN Card and details of ECS like (i) Name of the Bank with Code No., (ii) Address, (iii) A/C No., (iv) Name of the Branch with MICR Code/IFSC.

n) Copy of Treasury Receipt of Rs. 590/-**(non-refundable)** including GST @ 18% (CGST- 9% and SGST- 9%), issued by KoPT or original Bank Draft/Banker's Cheque/Pay order in favour of "Kolkata Port Trust" as cost of Tender Document physically within three days of opening of the bid. A photocopy of the same also to be uploaded in their offer through NIC's CPP Portal for e-Procurement (GePNIC).

o) Self declaration of compliance of Contract Labour Regulation Abolition Act(1970) , Workmen Compensation Act and Minimum wage act.

p) 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.

q) Micro and Small Enterprises (MSE's) shall submit the following documents for availing themselves of waiver of EMD and cost of tender documents:-

i) Valid NSIC Registration Certificate with list of stores/items/services/works for which registration is issued; or

ii) Certificate of District Industries Centre (DIC) or AADHAR based MSME certificate where the categories of firms i.e. Micro or Small is mentioned.

r) Power of Attorney for signing of Tender.

### iii) UNDERTAKING:

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

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

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

iv) Power of Attorney in original in connection with signing the tender document.(Appendix-I)

3.0 Price Bid shall be quoted online as per the enclosed format without any condition or deviation. Price bid must be filled up in EXCEL Sheet through CPP Portal.

4.0 Validity of Offer: The Tender including price bid shall remain valid for acceptance for a period of 180 days from the actual date of opening of Price bid of Tender.



## 5.0 **INSTRUCTION TO BIDDERS**

Bidders are advised to submit quotation based upon Technical Specification, Terms & Conditions, Scope of Work contained in the Bid Documents and General Conditions of Contract and not to stipulate any deviation. Should it, however, become unavoidable, deviations should be suggested during Pre-Bid meeting. KoPT reserves the right to

accept or reject the suggested deviations. No deviation from the laid down conditions of the Bid Document is firm unless it is notified by KoPT.

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.

The work is to be done as described in Bid-Document. The Bidders who needs 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.

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 at the following address:

The Dy. Director-II  
Marine Department  
Kolkata Port Trust,  
15, Strand Road,  
Kolkata-700 001.

The bidders may please note that the Kolkata Port Trust will not entertain any correspondence or queries on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Kolkata Port Trust's 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.

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.

While evaluating tender regard would be paid to National Defense and security consideration.

In case of unscheduled Holiday / Bandh on the date of pre-bid meeting / opening of tenders, the same will be opened on the next working day at the scheduled time.

Trustees reserve the right to verify the submitted copies of documents /credentials with the original documents.

The Bid and any annotations or accompanying documentation shall be in English language only and in Metric System.

Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorisation or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. Kolkata Port Trust may reject outright any bid unsupported by adequate proof of the signatory's authority.

The Bid Document shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be complete and free from ambiguity, change or inter lineation.

Bidders shall set their quotations online as per BOQ format and without any qualifications. Price Bids, containing any sort of qualifying expressions will be rejected.

Changes to Terms & Conditions as enumerated in the bid document will not be valid if not notified by Kolkata Port Trust in writing to the bidder. In the event of Kolkata Port Trust intends to or awards the work against the said bid to the successful bidder, and the bidder fails to commence the work in stipulated time, the **Earnest Money** will be liable for forfeiture.

Kolkata Port Trust reserves the right to ask anyone 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 to 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 duly bound to provide justification to the same failing which or if their justification of prices are found unacceptable to KOPT, their Tenders may be cancelled by Kolkata Port Trust.

Dy Director-II, Marine Department or his representative may convene meeting with the bidder with seven days prior notice which the bidders will have to attend, failing which decisions of the Director, Marine Department taken unilaterally will be final and binding on the bidder

The General conditions of contract of KOPT shall be applicable wherever relevant.

The bidders must upload all the documents required as per Pre-qualification criteria and the documents enlisted under techno-commercial bid and Price-bid, failing which the tender may lead to disqualification. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

Kolkata Port Trust 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.

Tender Document (Non-transferable) will be available in the website:

[www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) / CPP Portal. Parties downloading the tender document from above websites should ensure submission of either the Receipt from Treasurer, KoPT or Demand Draft towards Tender Fee, failing which the tender will not be considered.

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 substantially responsive to the tender requirement will result in the rejection of such tender.

**Deadline for submission of Tender:**

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

**Amendment of Tender Document:** 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 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 bidders shall not be construed to as amendment to the Tender Document.

## 6.0 Scope of the work.

The work involves barricading the immersion ghats with ropes to arrest immersed idols and their removal mechanically/manually with barge mounted crane, launches, mechanized boats and manpower for Eight days during Durga Puja and Kali Puja at two ghats ie. Baja Kadamtala Ghat and St. Judges Ghat and deploy two skilled and two unskilled manpower at Nimtala Ghat. The idols after removal from water are to be stacked near the bank and to be picked up by the recyclers on the lorry. Details are appended below:

### **At Baja Kadamtala Ghat:-**

- a. The northern and southern ends of the Ghat shall be barricaded by ropes. One end of the rope should be moored ashore firmly and the other end tied up to the nearest Mooring buoy of KoPT so as to entrap the immersed idols within the enclosure.
- b. Three mechanized boats, having length not less than 10 metres, breadth not less than 2.5 metres & BHP not less than 45, manned by at least four persons.
- c. A pontoon mounted crane having capacity not less than 4 Tons with an outreach of 10 metres should be stationed to pick up the immersed idol from river and put it ashore so as to be picked up by re-cyclers into the lorry. The crane may be required to work for around

14 hours each day.

- d. One smooth water wooden launch having valid IWT plying certificate with length not less than 15 metres, breadth, not less than 4 metres, and BHP not less than 150 for plying at the worksite with manning as per Inland Vessels Act shall remain standby at the Ghat during the period of immersion.
- e. Adequate manning, fuel stores etc to be provided on each equipment/craft at the cost of the contractor.
- f. At least twenty unskilled manpower shall be deployed along with two supervisors throughout the period of immersion for pulling the idols ashore so as to be picked up by the re-cyclers on to the lorry.
- g. The entire operation will have to be carried out in close coordination with Kolkata Municipal Corporation, Kolkata Police, West Bengal Pollution Control Board and the recyclers under the supervision of Sri Subash Dutta, Environmentalist.

**At St. Judges Ghat:-**

- a. The northern and southern ends of the Ghat shall be barricaded by ropes. One end of the rope should be moored ashore firmly and the other end tied up to the nearest Mooring buoy of KoPT so as to entrap the immersed idols within the enclosure.
- b. Three mechanized boats, having length not less than 10 metres, breadth not less than 2.5 metres & BHP not less than 45, manned by at least four persons apart from the requisite manning as per Inland Vessels Act should be stationed near the barricaded area so as to assist in pulling the idols towards the bank.
- c. One smooth water wooden launch having valid IWT certificate with length not less than 15 metres, breadth, not less than 4 metres, and BHP not less than 150 for plying at the worksite with manning as per Inland Vessels Act shall remain standby at the Ghat during the period of immersion.
- d. Adequate manning, fuel stores etc to be provided on each equipment/craft at the cost of the contractor.
- e. At least twenty unskilled manpower shall be deployed along with two supervisors throughout the period of immersion for pulling the idols ashore so as to be picked up by the re-cyclers on to the lorry.
- f. The entire operation will have to be carried out in close co-ordination with Kolkata Municipal Corporation, Kolkata Police, West Bengal Pollution Control Board and the recyclers under the supervision of Sri Subash Dutta, Environmentalist.

**NIMTALA GHAT:-**

- a. Two skilled and two unskilled manpower to be deployed at the Ghat for Eight days to report to representative of Kolkata Municipal Corporation for providing assistance in removal of idols.

## 7.0 SPECIAL CONDITIONS OF CONTRACT

### INTERPRETATION OF TERMS:

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

The TRUSTEES - the expression 'The Trustees' means Board of Trustees of the Port of Kolkata.

The Director, Marine Department - the expression 'Director, Marine Department' means the officer holding that post under the Trustees and includes his successors in office.

The ENGINEER - the expression 'The Engineer' means Dy Director-II, Marine Department for the purpose of this contract only.

The ENGINEER'S REPRESENTATIVE - the expression 'The Engineer's Representative' means any officer or person from time to time deputed by the Trustees or Dy. Director-II, Marine Department to act on their behalf for the purpose of this contract.

The Dy. Director-II, Marine Department 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 recognize, honour and give effect to such authorities in all respect.

For the purpose of actual operation days will be defined from 12 PM on a day to 12 PM next day.

KoPT or individual representing cannot be held responsible for any loss or damage caused to any of the crafts or loss of lives or injury to Contractor's workmen for the purpose of carrying out the work as per the scope of work or otherwise. It is contractor's responsibility to have its equipments and manpower adequately indemnified by an Insurance company of repute.

The dates provided in the NIT is subject to change and the actual dates of working will be notified to the Contractor. Payment will be made on the actual number of days the contractor will carry out the job.

The contractor is to provide name/telephone number of the Contact person who would always be available over the telephone for effective monitoring of the operation.

## 8.0 EARNEST MONEY DEPOSIT

The bidders shall be required to deposit INR Rs. 39,400/- as 'Earnest Money Deposit' (EMD) payable to 'Kolkata Port Trust' by Banker's Cheque or Pay Order or Demand Draft, payable at Kolkata physically within three days after opening of the bid.

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 without interest. If Price bid is opened before expiry of validity of Earnest Money Instrument, the same will be

refunded to bidders other than the L-I bidder. EMD of L-I bidder will only be encashed. If Price bid cannot be opened for any reason before expiry date of Earnest Money Instrument, the bidder would be requested to extend the validity of the EMD Instrument within the validity period of the offer, failing which the EMD instrument would be encashed. Tender submitted without EMD shall not be considered.

After conclusion of tender process, EMD of successful bidder will be returned without interest after submission of Security Deposit. However, the contractor may be allowed to convert the EMD as a part of Security Deposit. In case the successful bidder fails to accept the contract or fails to submit the Security Deposit, the EMD will be liable for forfeiture.

## 9.0 SECURITY DEPOSIT

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 enclosed format at Annexure-‘E’ in favour of 'Kolkata Port Trust' from a National/Scheduled 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. In case of Bank Guarantee, the same shall remain valid for 3 months after the final expiry of the contract. The Security Deposit will be released within 60 days after successful completion of the contract period.

The Dy Director-II, Marine Department 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.

After the issuance of ‘Letter of Intent’, Security Deposit will have to be submitted within **7 working days**. Work order will be issued immediately after receipt of Security Deposit. The contractor shall commence the work within the prescribed mobilization period after issuance of ‘Work Order’.

## 10.0 Pre-bid Meeting:

The pre-bid meeting shall be held as per time schedule as mentioned in NIT. It will be held in the office of Dy. Director-II, Marine Department 2<sup>nd</sup> Floor, 15 Strand Road, Kolkata-700001. Attending pre-bid meeting is not mandatory.

The bidders are advised to formulate their queries relating to any aspect mentioned in the tender document or any clarification required well in advance and forward the same in writing or by email to Deputy Director-II. During the meeting the queries received in advance will be clarified first followed by those raised during the meeting.

Modifications/amendments/clarifications if any will be hoisted in the CPP portal and also in KoPT website in the form of “Addendum”.

## 11.0 Duties and Taxes

- (1) The rate quoted shall be including all statutory levies excluding GST, which will be paid extra. GST shall not be considered for evaluation of the bids.

## (2) General Terms &amp; Conditions:

Supplier/service provided to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.

The Supplier/Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions thereunder 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 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.

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.

Supplementary invoices/Debit note/credit note for price revisions to enable Kolkata Port Trust to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.

The purchase order/work order shall be void, if at any point of time you are found to a black listed dealer as per GSTN rating system and further no payment shall be entertained.

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

## 12.0 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 including all amendments thereof.

## 13.0 PRICE ESCALATION.

No escalation on the contract price will be allowed.

## 14.0 AGREEMENT

The successful Tenderer will be required to enter into an agreement with KoPT as per the enclosed format in Annexure II.

## 15.0 FORCE MAJEURE

In the event of either party being rendered unable to perform any obligation under the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure events last. The cost and loss sustained by either party shall be borne by respective parties. The term force majeure employed herein shall mean act of God, war (declared or not), riots, civil commotion, fire, accident, sabotage, natural calamities, plague, quarantine, import or export embargoes, restraints imposed by government or change in govt. policies subsequent to hire or any happening affecting the performance by either party it's obligations under this charter which the party cannot reasonably prevent or control against.

## 18.0 Other conditions

1.0	The bill should be accompanied with a certificate about satisfactory completion of work either from Kolkata Municipal Corporation or from Sri Subhash Dutta Environmentalist. Payment will be made on the number of days the contractor actually worked.	<b>Payment Terms.</b>
2.0	Tender will be evaluated on the basis of total cost submitted by the bidder excluding GST and other applicable cost	<b><i>Evaluation of tender.</i></b>
3.0	The Contractor is to provide name / telephone number etc. of contact person who would always be available over telephone for effective monitoring of the operation.	<b>Availability of contractor over telephone all the time.</b>
4.0	KoPT or an individual representing KoPT cannot be held responsible for loss or damage caused to any of the crafts and equipments or loss of lives or injury to contractor's workmen engaged for the purpose of carrying out the work as per the scope of work or otherwise. It is contractor's responsibility to have its equipments and manpower adequately indemnified by an insurance company of repute.	<b>KoPT will not be responsible for any loss of lives and equipment.</b>
5.0	Notwithstanding anything contained anywhere within the bid document, Kolkata Port Trust reserve the right to terminate the contract without assigning any reason thereof by giving 15 days notice to the contractor without being liable for any compensation to the Contractor.	<b>Termination of contract.</b>
6.0	The dates as provided in NIT is subject to change and actual dates of working will be notified to the Contractor through a letter.	<b>Change in dates.</b>
7.0	The successful bidder will be issued 'Letter of Intent' (LOI) after obtaining approval of the competent authority. Thereafter, the successful bidder is required to submit Security Deposit (SD) within 7 working days of issue of LOI. The Work Order will be placed on the selected firm on receipt of (SD).	<b>Award of contract.</b>



## 19.0 List of enclosed formats

Format of Price Bid - Annexure - D

Form of Tender - Annexure I

Format of Agreement- Annexure II

Proforma of Bank Guarantee- Annexure III

Format of Bank Guarantee for Earnest Money- Annexure IV

Format of affidavit for ESI Exemption - Annexure V

Format of Indemnity Bond- Annexure VI

Format of Affidavit for Provident Fund Exemption - Annexure VII

Format for Power Of Attorney for Signing Of Tender- Appendix 1

**PRICE BID****Annexure-D**

Tender No. MRN/ 29A/idol removal 2019-20

August 2019

Preamble to bill of quantities.

The Bill of Quantities must be read with the General Conditions of Contract, the Special Conditions of Contract and the Technical Specifications of Work and the Bidder deemed to have examined the above documents and to have thoroughly familiarized himself with the total scope of work and its mode of execution.

The bidder shall quote his offer for the work as specified in the Tender Document.

The Bidder shall be required to quote his rates both in word and in figure at the blank spaces against as applicable. If there is any discrepancy between figure and word the price quoted in words would be considered.

**PRICE BID FORMAT**

Description	Rate	Remarks
Cost of the work per day as per scope of work (lump sump) at Baje Kadamtala Ghat	Rs ..... (A)	Price quoted should be all excluding GST
Cost of the work per day as per scope of work (lump sump) at St. Judges' Ghat	Rs ..... (B)	
Cost of supplying manpower per day as per scope of work at Nimtala Ghat.	Rs ..... (C)	

Total Evaluated cost = Rs...8 x (A+B+C)

**Price Header**

1. Total Evaluated cost in Rs.
2. GST & Others in Rs

Dated.....

SIGNATURE OF AUTHORISED SIGNATORY

NAME, DESIGNATION & COMPANY SEAL

**Annexure – I**

**FORM OF TENDER**

Dy. Director-II, Marine  
Department, Kolkata Port Trust,  
15, Strand Road,  
Kolkata – 700001.

Dear Sir,

We, M/s.....having read and fully understood the specification conditions of tender and general conditions of contract hereby tender Removal of idols from river Hooghly after immersion at Baje Kadamtala Ghat and St Judges Ghat during Durga Puja and Kali Puja in 2019 in accordance with and as set forth in Notice Inviting Tender, General Conditions of Contract etc.

The quotations have been submitted in single part as stipulated in your Tender Notice. We also confirm that no condition has been stipulated in the price bid.

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

We have annexed Original Bankers' Cheque/Pay Order/Bank Draft No.....dt.....from ..... Bank of Rs.\_\_\_\_/- (Rupees\_\_\_\_\_only) as Earnest Money.

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

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

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

Yours faithfully,

Dated.....  
Signature .....

Full Address  
(Seal)

Note: All bank spaces to be filled in by the bidder and be submitted along with tender.

## **Annexure-II**

### **FORMAT OF AGREEMENT**

( on Rs. 50/- STAMP PAPER)

#### **AGREEMENT FOR HIRING OF ONE 12TON BOLLARD PULL TUG**

This Agreement made on 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 registered office at..... hereinafter called the "*contractor*" (which expression shall unless excluded by or repugnant to the context be deemed to include its assigns or successors in office) on the other part.

WHEREAS the Trustees are desirous of hiring one Tug including the work specified in the Bid document should be carried out by the above vessel in satisfactory manner and have accepted a tender by the contractor for the said work

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of the agreement, viz:-
  - i) The Tender /offer and the acceptance of the tender/offer including terms and conditions finalised and accepted by both parties prior to opening of price Bid submitted by the contractor.
  - ii) The Trustees General Conditions of Contract, unless superseded by document identified in 2(i) above.
  - iii) The Price Bid as submitted by the contractor and as accepted by the Trustees.
  - iv) The work order.....dated.....
  - v) All correspondences and minutes of the meeting by which item 2(i) to 2(iv) is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Trustees to the contractor as hereinafter mentioned, the contractor hereby covenant with the Trustees to execute the work of supplying one Tug with experienced crew as per conditions & scope of work identified in documents noted in para-2 above and to the order of the Trustees for a period of three years in conformity in all respects with the provisions of the contract.

4. The Trustees hereby covenants to pay the contractor in consideration of the satisfactory execution of the contract as per contract price schedule at the times and in the manner prescribed in the contract.

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

The common Seal of the Trustees  
for the Port of Kolkata was hereunto  
affixed in the presence of

Dy. Director-II,  
Marine Department

Authorised Signatory  
of the Contractor.

The Common Seal of the contractor

**Witness**

**1.....**

**2.....**

**Annexure-III**

**PROFORMA OF BANK GUARANTEE  
(PERFORMANCE BOND)**

(In lieu of Cash Security Deposit) To be issued by the Kolkata Branch, as the case may be of any scheduled Bank of India on Non-judicial Stamp Paper worth Rs.100/- or as decided by the Engineer/Legal Adviser of the Trustees)

To  
The Board of Trustees  
For the Port of Kolkata.

BANK GUARANTEE NO.....DATE.....  
Name of Issuing Bank.....  
Name of Branch.....  
Address.....

In consideration of the Board of Trustees of the Port of Kolkata, a Body Corporate, duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt.....a Proprietary / Partnership / Limited / Registered Company, having its Registered office at.....(hereinafter referred to as the "Contractor") from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for .....(write the name of the work as per Work Order) in terms of the Letter of Intent No.....dated .....(hereinafter referred to as the 'Contract'), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for (Rs.....), we.....Bank.....Branch....., do, on the advice of the contractor hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs.....(Rupees.....). We, ..... Bank.....Branch, further agree that if a written demand is made by the Trustees through any of its

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

honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

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

3. We .....Bank.....Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/ or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of .....days of.....20..... and subject also to the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period up to.....or any extension thereof made by us.....Bank.....Branch, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

4. We.....Bank.....Branch, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said contract to extend the time for full performance of the said contract including fulfilling all obligations under the said contract or to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the contractor and to forebear or enforce any of terms and conditions relating to the said contract and we..... Bank.....Branch shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any forbearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such matter of thing of whatsoever nature, which under the law relating to sureties would, but for this provision have effect of so relieving us .....Bank.....Branch.

5. We,..... Bank .....Branch, lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the

Trustees in writing.

SIGNATURE.....

NAME.....

DESIGNATION.....

(Duly constituted attorney for and on behalf of)

BANK.....

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



**Annexure-IV**  
**FORMAT OF BANK GUARANTEE FOR EARNEST MONEY**  
**STAMP PAPER Rs. 50/-**

To  
The Board of Trustees,  
Kolkata Port Trust.

Whereas M/s. .... having it's registered office at.....(hereunder called Bidder) have submitted their offer for the tender .....by the Board of Trustees of the Port of Kolkata, a body corporate duly constituted under the Major Port Trust, 1963 (Act 38 of 1963), have received the offer and have agreed to exempt the owner from cash payment of Earnest Money.

**KNOW ALL MEN** by these presents that we..... (Name of Bank with address) and bound up to Board of Trustees of the Port of Kolkata, in the sum of Rs.....(Rupees ..... ) only, for which payment well and truly to be made to the Board of Trustees of the Port of Kolkata, the Bank binds itself, it's successors and assignees by these presents.

The conditions of the obligations are:-

If the contractor, after having submitted the bid, fails or refuses to commence the work or any of it's components in accordance with the terms, conditions and time frames established in the Bid. We undertake to pay to the Board of Trustees of the Port of Kolkata up to the above amount upon receipt of it's first written demand, provided that in it's demand Kolkata Port Trust will specify that the amount claimed by it is due to it owing to the occurrence of the conditions noted above.

This guarantee will remain in force up to 180 days after the date of issue or as extended by you at any time prior to this date, notice of which extension to the bank being hereby waived, and any demand in respect thereof should reach the Bank not later than the above date of extension thereof.

**NOTWITHSTANDING** anything contained herein before our liability under the Guarantee is restricted to Rs.....(Rupees.....) only. Our Guarantee shall remain in force till....., unless a demand or claim under the Guarantee is made on the Bank in writing on or before....., we shall be relieved and discharged from all our liabilities thereafter.

Authorised Signatories

**OFFICIAL SEAL OF BANK**

**Annexure- V**

**FORMAT OF AFFIDAVIT FOR ESI EXEMPTION**

On the Rupees Ten Non judicial stamp paper

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

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

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

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

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 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.

Identified by me.

DEPONENT

**Annexure- VI**  
**INDEMNITY BOND**  
**(On Rs.50/- (Rupees fifty) Non Judicial stamp paper)**

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

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

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 .....

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

Sureties:

Signature of the Indemnifier

Name :  
Signature :  
Address :  
b) Name :  
Signature :  
Address :  
Witnesses  
Name :  
Signature :  
Address :

**Annexure-VII**

**FORMAT OF AFFIDAVIT FOR PROVIDENT FUND EXEMPTION  
(ON THE RUPEES TEN NON-JUDICIAL STAMP PAPER)**

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

**AFFIDAVIT**

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

1. THAT I am the Proprietor/Partner/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. In support of this statement copy of **exemption certificate** issued by provident fund authority is attached herewith.
3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the clause no..... of the Tender vide 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.

Identified by:.....

Deponent

Format for Power of Attorney for Signing of Tender

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(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(s)], residing at \_\_\_\_\_ [Address of the person(s)], 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 bidder (in case of a consortium, name of the lead member)] 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 Bidder / Consortium Members with Seal)

**Note –**

(In case of Consortium, representative of all members must sign)