

# **TENDER DOCUMENT**

## **KOLKATA PORT TRUST HALDIA DOCK COMPLEX**

Office Of Sr. Dy. Manager (P&E), Haldia Dock Complex.  
Operational Administrative Building, 1<sup>st</sup> Floor Chiranjibpur, P.O. Haldia,  
Dist. Purba Medinipur - 721604  
Tele Fax - 03224-252135  
E-mail id: [schakraborty@kopt.in](mailto:schakraborty@kopt.in)

E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bona fide & experienced bidder for "Laying, Installation, Testing & Commissioning of 1.1 KV grade, 3.5 core X 185 sq.mm. XLPE insulated Aluminium Conductor, Armoured Cable of approximate total length of 1600 meters and Shitting, installation, testing & commissioning of 1 no. 500 KVA, 3.3 KV/ 415 Volts Transformer, including allied works, under 1st & 2nd Oil Jetty + BWTP section of Haldia Dock Complex, Kolkata Port Trust. "

Bid Document may be downloaded from MSTC website [www.mstcecommerce.com/eprochome/kopt](http://www.mstcecommerce.com/eprochome/kopt). Corrigenda or clarifications, if any, shall be hosted on the above mentioned websites only. The bid document will also be available on the website of KoPT, HDC and PPP.

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

a TENDER NO.	<b>SDM (PNE) / T02 / 2015</b>
b. MODE OF TENDER	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <b><a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a></b> of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Haldia Dock Complex.
c. E-Tender No.	<b><u>KoPT/Haldia Dock Complex/P&amp;E Div/1/15-16/ET/12</u></b>
d. Date of NIT available to parties to download	<b>18.05.2015 after 17-30 hrs</b>
e. Pre-Bid Meeting starting date & Time	<b>27.05.2015 at 11-00 hrs ( Pre bid meeting will be off line )</b>
f. Pre –Bid Meeting closing date & Time	<b>27.05.2015 at 13-00 hrs</b>
g. i) Earnest Money Deposit	The intending bidders <b>should submit</b> Earnest Money of <b>Rs. 17,000.00 (Rupees Seventeen Thousand only)</b> to KoPT as per NIT.
ii) Bid Document fee	The intending bidders <b>should submit the tender cost of Rs. 500.00 (Rupees Five Hundred only) (non-refundable) separately to KoPT as per NIT.</b>
iii) Transaction Fee	<b>Rs. 1124.00</b> (Including Service Tax & other charges @12.36% on Service Charge) Payment of Transaction fee by NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Annexure -A ).

h. Last date of submission of EMD & Bid Document fee at HDC  Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.	<b><u>Three working days before the last date of closing of online bidding for the e-tender.</u></b>
i. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eprochome/">www.mstcecommerce.com/eprochome/</a>	<b>10.06.2015 at 11-00 hrs.</b>
j. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	<b>18.06.2015 at 14-00 hrs.</b>
k. <b>Date &amp; time of opening of Part-I (i.e. Techno-Commercial Bid)</b> Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	<b>18.06.2015 at 15-00 hrs.</b>

#### **LIST OF ANNEXURES**

Important Instructions to Bidders	:	<b>Annexure – A</b>
Commercial Terms & Conditions	:	<b>Annexure - B</b>
Notice Inviting Tender	:	<b>Annexure - C</b>
Special Conditions of Contract	:	<b>Annexure – D</b>
Technical Specifications	:	<b>Annexure – E</b>
Bill of Quantities	:	<b>Annexure – F</b>
Different Formats	:	<b>Annexure – G to I</b>

:

**Important instructions for E-procurement**

This is an e-procurement event of HALDIA DOCK COMPLEX, the e-procurement service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

You are requested to read the terms & conditions (**Annexure- B**) of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

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| 1.                            | <p><b>Process of E-tender :</b></p> <p><b>A) Registration:</b> The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. <b>The Vendor should possess Class III signing type digital certificate.</b> Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC and HDC/KoPT is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p><b>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ONLINE AT <u><a href="http://www.mstcecommerce.com/eprochome/">www.mstcecommerce.com/eprochome/</a></u></b></p> <p>1). Vendors are required to register themselves online with <b><u><a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a></u></b> → e-Procurement → Psu/Govt depts → Register as Vendor Filling up details and creating own user id and password → Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact HDC/MSTC, (at least one working day before the scheduled time of the e- tender).</p> <p><b>Contact person (Haldia Dock Complex):</b></p> <table style="width: 100%;"> <tr> <td style="width: 50%;">1. Dealing Officer's name -</td> <td>S. Chakrabarty</td> </tr> <tr> <td>Designation:-</td> <td>Sr. Dy. Manager (P&amp;E.)</td> </tr> <tr> <td>Phone no.</td> <td>Phone no. 9434735407</td> </tr> <tr> <td>e-mail :-</td> <td>e-mail :- schakraborty@kopt.in</td> </tr> </table> <p><b>Contact person (MSTC Ltd):</b></p> <table style="width: 100%;"> <tr> <td style="width: 50%;">1. Mr. Arindam Bhattacharjee</td> <td>2) Mr. Sabyasachi Mukherjee</td> </tr> <tr> <td>Deputy. Manager (E-commerce)</td> <td>Junior Manager (E-commerce)</td> </tr> <tr> <td>MobileNo:09330102643</td> <td>Mobile- 07278030407</td> </tr> <tr> <td>Email-arindam@mstcindia.co.in</td> <td>Email: smukherjee@mstcindia.co.in</td> </tr> </table> <p style="text-align: center;">Landline: 033 22901004</p> <p><b>B) System Requirement:</b></p> <ul style="list-style-type: none"> <li>i) Windows 98 /XP-SP3 &amp; above/Windows 7 Operating System / Windows 8 / updated version</li> <li>ii) IE-7 and above Internet browser.</li> <li>iii) Signing type digital signature</li> <li>iv) JRE 7 update 9 and above software to be downloaded and installed in the system.</li> </ul> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools → Internet Options → custom level</p> | 1. Dealing Officer's name - | S. Chakrabarty | Designation:- | Sr. Dy. Manager (P&E.) | Phone no. | Phone no. 9434735407 | e-mail :- | e-mail :- schakraborty@kopt.in | 1. Mr. Arindam Bhattacharjee | 2) Mr. Sabyasachi Mukherjee | Deputy. Manager (E-commerce) | Junior Manager (E-commerce) | MobileNo:09330102643 | Mobile- 07278030407 | Email-arindam@mstcindia.co.in | Email: smukherjee@mstcindia.co.in |
| 1. Dealing Officer's name -   | S. Chakrabarty                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                             |                |               |                        |           |                      |           |                                |                              |                             |                              |                             |                      |                     |                               |                                   |
| Designation:-                 | Sr. Dy. Manager (P&E.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                             |                |               |                        |           |                      |           |                                |                              |                             |                              |                             |                      |                     |                               |                                   |
| Phone no.                     | Phone no. 9434735407                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                             |                |               |                        |           |                      |           |                                |                              |                             |                              |                             |                      |                     |                               |                                   |
| e-mail :-                     | e-mail :- schakraborty@kopt.in                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                             |                |               |                        |           |                      |           |                                |                              |                             |                              |                             |                      |                     |                               |                                   |
| 1. Mr. Arindam Bhattacharjee  | 2) Mr. Sabyasachi Mukherjee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                             |                |               |                        |           |                      |           |                                |                              |                             |                              |                             |                      |                     |                               |                                   |
| Deputy. Manager (E-commerce)  | Junior Manager (E-commerce)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                             |                |               |                        |           |                      |           |                                |                              |                             |                              |                             |                      |                     |                               |                                   |
| MobileNo:09330102643          | Mobile- 07278030407                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                             |                |               |                        |           |                      |           |                                |                              |                             |                              |                             |                      |                     |                               |                                   |
| Email-arindam@mstcindia.co.in | Email: smukherjee@mstcindia.co.in                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                             |                |               |                        |           |                      |           |                                |                              |                             |                              |                             |                      |                     |                               |                                   |

2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by HDC. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p>
3.	<p>All entries in the tender should be entered in online Technical &amp; Commercial Formats without any ambiguity.</p>
4.	<p><b><u>Special Note towards Transaction fee:</u></b></p> <p>PAYMENT OF Transaction fee BY RTGS / NEFT in favour of MSTC Limited .The Bank details, format etc for sending Transaction fee by RTGS / NEFT to MSTC is detailed below :</p> <p>Bank Details : Axis Bank ,Shakespeare Sarani Branch  Account Details : Axis Bank A/c.No.005010200057840  IFSC Code No. : UTIB0000005.</p> <p>“The vendors shall enter the transaction fee details by using the “Transaction Fee Entry” Link under “My Menu” in the vendor login. The vendors have to select the particular tender in which they want to participate against the transaction fee by clicking on the tick box at the right and then Clicking on the “Submit” Button at the bottom of the page. Then the page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date Of Transaction, and the Remitting Bank in the given fields and then click on the “Confirm” Button“.</p> <p><b>NOTE :</b> The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p><b>Contact Details :</b>  Fax No. : 033- 22831002  Email ids: <a href="mailto:sanjibpoddar@mstcindia.co.in">sanjibpoddar@mstcindia.co.in</a>, <a href="mailto:arindam@mstcindia.co.in">arindam@mstcindia.co.in</a>, <a href="mailto:rpradhan@mstcindia.co.in">rpradhan@mstcindia.co.in</a>, <a href="mailto:smukherjee@mstcindia.co.in">smukherjee@mstcindia.co.in</a>.</p> <p><b>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party’s account will not be accepted. Transaction fee is non-refundable.</b></p> <p>In case of failure to access the payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5.	<p>In case of failure to access the payment towards cost of tender document &amp; EMD for any reason, the vender, in term, will not have the access to on line e-tender and no correspondence in this respect will be entertained and HDC will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of tender fee and EMD through separate DD well in advance and verify completion of transaction in respect of tender fee and EMD.</p> <p>Vendors are instructed to use <b>Upload Documents</b> link in My menu to upload documents in document library. Multiple documents can be uploaded. <b>Maximum size of single document for upload is 5 MB.</b></p>

	Once documents are uploaded in the library, vendors can attach documents through <b>Attach Document</b> link against the particular tender. For further assistance please follow instructions of vendor guide.
6.	All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by HDC. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
7.	<p>(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. <b>The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.</b></p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website <a href="http://www.mstcecommerce.com/eprochome/">www.mstcecommerce.com/eprochome/</a> of MSTC Ltd.</p>
8	E-tender cannot be accessed after the due date and time mentioned in NIT.
9.	<p><b><u>Bidding in e-tender &amp; Reverse auction:</u></b></p> <p>a. Bidder(s) need to submit necessary EMD, Tender fees (If any) and Transaction fees to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by MSTC.</p> <p>b. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>c. The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement →Psu/ Govt depts→ Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.</p> <p>d. <b>The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run, then the bidder will not be able to save/submit his bid.</b></p> <p>e. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid &amp; price bid has been saved, the bidder can click on the "Submit" button to register their bid</p> <p><b>NOTE:</b> - The Techno-Commercial Bid &amp; price bid cannot be revised once the submit button has been clicked by the bidder.</p> <p>f. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p>

	<p>g. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>h. The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</p> <p>i. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter <b>CONTRACTOR</b>.</p> <p>j. It is mandatory that all the bids are submitted with digital signature certificate, otherwise the same will not be accepted by the system.</p> <p>k. HDC, KoPT reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>l. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms &amp; conditions for the tender.</p> <p>m. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
13.	HDC, KoPT has the right to cancel this e-tender without assigning any reason thereof.
14.	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <a href="http://www.mstcecommerce.com/eprochome/mstc">www.mstcecommerce.com/eprochome/mstc</a> of MSTC Ltd.
15.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded, which is not required as per the terms of the NIT, shall not be considered.
16.	The bid will be evaluated based on the filled-in technical & commercial formats.
17.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the 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 bidders.
18.	Necessary addendum/ corrigendum (if any) of tender would only be hosted in the e-tendering portal of M.S.T.C.

19.	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.
20.	Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012. When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.
21.	If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.
22.	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
23.	Due date of submission of tender will not be extended under any situation.

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

Office Of Sr. Dy. Manager (P&E), Haldia Dock Complex.  
Operational Administrative Building, 1<sup>st</sup> Floor Chiranjibpur, P.O. Haldia,  
Dist. Purba Medinipur - 721604  
Tele Fax - 03224-252135  
E-mail id: schakraborty@kopt.in

Commercial Terms & Conditions

<u>SL NO</u>	<u>TERMS</u>	<u>RESPONSE</u>
1	Mere participation in e-tender will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.	AGREE
2	Price Bids (Part-II) of only those eligible bidders, whose Part-I Bids are complete and in order, shall be opened on time and date, to be intimated later separately.	AGREE
3	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.	AGREE
4	Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.	AGREE
5	When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.	AGREE
6	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.	AGREE
7	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.	AGREE
8	Due date of submission of tender will not be extended under any situation.	AGREE
9	EARNEST MONEY : As per NIT	AGREE



10	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money.	AGREE
11	Tenders submitted without requisite Earnest Money are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) for items for which the tender is invited.	AGREE
12	<b><u>SCOPE OF WORK :</u></b> As per Tender Document	AGREE
13	The Terms and Conditions of Tender shall be read in conjunction with the General Conditions of Contract, technical Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.	AGREE
14	The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies, the Bill of Quantities shall prevail over the technical Specifications and the Terms and Conditions over the General Conditions of Contract of Ko.P.T, HDC. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Sr Dy Manager (P&E) , Haldia Dock Complex, thereon shall be final and binding upon all parties.	AGREE
15	The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Trustees' General Conditions of contract is the integral part of the tender / contract. The above mentioned General Conditions of Contract may be inspected at the office of the Sr. Dy. Manager (P&E), Haldia Dock Complex, Operational Administrative Building, 1st Floor Chiranjibpur, P.O. Haldia, Dist. Purba Medinipur – 721604, on any working day before quoting for the Tender.	AGREE
17	The Trustees are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.	AGREE
18	The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at KOLKATA.	AGREE
19	Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.	AGREE
20	Bidders are advised to visit the site at Haldia Dock Complex prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, existing road facilities for carrying materials etc. before submission of the tender. He may contact the Sr. Dy. Manager(P&E) or his authorized representative at 2 <sup>nd</sup> Oil Jetty office in this regard. Non compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.	AGREE

21	<b>VALIDITY:</b> The tender shall remain open for acceptance for a period of 6 months from the date of opening of techno-commercial bid.  If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.	AGREE
22	<b>NON- RESPONSIVE BIDDER:</b> The offer/tender shall be treated as non-responsive, if : 6 months validity from the date of opening of techno-commercial bid is not accepted / agreed to as per tender condition.  Offer / tender is submitted with any deviation from the tender terms & conditions.	AGREE
23	<b>EARNEST MONEY AND SECURITY DEPOSIT:</b> As per tender Document	AGREE
24	<b>PERFORMANCE GUARANTEE:</b> As per Tender document	AGREE
25	If the contract value aggregates to Rupees one lakh and above, the supplier may offer a Bank Guarantee in the Trustees' specified Pro-forma from any Scheduled/ Nationalized Bank of India having Branch at Haldia in lieu of Security Deposit.	AGREE
26	In the event of the successful bidder failing to execute the order within the stipulated completion period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order be cancelled at the option of the Trustees'.	AGREE
27	<b>PRICES:</b> Rate to be quoted on line.	AGREE
28	Consolidated rate as per scope of work will have to be quoted.	AGREE
29	The Bidder shall state clearly his quoted rates both in figure & word.	AGREE
30	Price(s) to be quoted should remain firm over the contract period.	AGREE
31	Unit Rate and Total Amount quoted should be without Taxes and Duties. Excise Duty, Sales Tax, Service Tax, if applicable, to be clearly indicated.	AGREE
32	<b>EVALUATION CRITERIA:</b> As per relevant clause of Tender document.	AGREE
33	<b>PAYMENT:</b> As per Tender document	AGREE
34	<b>PERIOD OF COMPLETION OF WORK:</b> 60 days from the date of placement of order.	AGREE
35	Location of work at the Dock Zone at HDC.	AGREE
36	Work is to be carried out as per terms & condition of the contract document.	AGREE

37	<b>COMPENSATION/DISINCENTIVE AGAINST FAILURE TO ACHIEVE:</b> As per Tender document.	<b>AGREE</b>
38	<b>COMPENSATION AGAINST TERMINATION OF CONTRACT DUE TO FORCE MAJEURE:</b> As per Tender Document.	<b>AGREE</b>
39	<b>COMPENSATION AGAINST TERMINATION OF CONTRACT DUE TO CONTRACTOR'S EVENT OF DEFAULT:</b> As per Tender Document.	<b>AGREE</b>
40	<b>COMPENSATION AGAINST TERMINATION OF CONTRACT DUE TO EMPLOYER'S EVENT OF DEFAULT:</b> As per Tender Document.	<b>AGREE</b>
41	<b>TECHNICAL CAPACITY:</b> As stipulated in Tender document.	<b>AGREE</b>
42	<b>FINANCIAL CAPACITY:</b> As stipulated in Tender document.	<b>AGREE</b>
43	<b>DOCK PERMITS :</b> To be issued free of cost.	<b>AGREE</b>
44	<b>JURISDICTION OF COURT:</b> The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Kolkata/Haldia.	<b>AGREE</b>
45	<b>PERSONAL PROTECTIVE EQUIPMENT (PPE):</b> Contractor and their workmen including driver & helper must use PPE i.e. safety helmet etc. inside the dock premises.	<b>AGREE</b>

**NOTICE INVITING TENDER****KOLKATA PORT TRUST, HALDIA DOCK COMPLEX  
INVITES**

**TENDER FOR "Laying, Installation, Testing & Commissioning of 1.1 KV grade, 3.5 core X 185 sq.mm. XLPE insulated Aluminium Conductor, Armoured Cable of approximate total length of 1600 meters and Shitting, installation, testing & commissioning of 1 no. 500 KVA, 3.3 KV/ 415 Volts Transformer, including allied works, under 1st & 2nd Oil Jetty + BWTP section of Haldia Dock Complex, Kolkata Port Trust. "**

**Tender Number:**

<b>Earnest Money</b>	<b>Non refundable Tender Fee</b>	<b>Date and Time of Pre-Bid Meeting [ Off line]</b>	<b>Last Date and time submission of Tender</b>	<b>Opening of Techno commercial bid of Tender</b>
<b>Rs. 17,000.00 (Rupees Seventeen Thousand only).</b>	<b>INR 500/- (Rupees Five Hundred only)</b>	<b>11:00 Hrs. of May 27, 2015</b>	<b>14:00 Hrs. of June 18<sup>th</sup>, 2015</b>	<b>15:00 Hrs. of June 18<sup>th</sup>, 2015</b>

Details of the Tender & Tender Documents are available in web site of MSTC (mstcecommerce.com).

**The Tender information/NIT is also available in the websites of <http://www.haldiadock.gov.in> or <http://www.kolkataporttrust.gov.in> while the Tender information/NIT along with Tender Document is available at Central Public Procurement Portal, Govt. of India ([www.eprocure.gov.in](http://www.eprocure.gov.in)).**

**Tender Document shall neither be issued by post nor sold.**

**The Earnest money and Tender Cost are to be deposited separately by vendors/contractors through E.C.S. to the Current Account as appended hereunder:**

- a) **Name of Bank & Branch:** United Bank of India, Haldia Dock Complex Branch.
- b) **Account No.:** 1604050000310.
- c) **IFS Code:** UTBI0HDCF75.

**Vendors/contractors participating in an e-tender are advised to deposit earnest money directly into the above mentioned bank account by RTGS/NEFT. Concerned vendors/contractors must ensure that the remitting bank positively enters their name and Tender no. in the 'Sender to Receiver' column at the time of making payment of earnest money by RTGS/NEFT.**

**Details of Earnest money and Tender Cost remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder:**

- a) **Name of remitting vendor/contractor:**
- b) **Tender No.** :
- c) **Amount remitted** :
- d) **U.T.R No.** :

## **PRE-QUALIFICATION CRITERIA**

E- Tenders are invited on two Cover basis (i.e. Cover-I: Techno-Commercial Part & Cover-II: Price Part) for the above work from reliable, bona fide and experienced electrical contractors who meet the following pre-qualification criteria:-

1. The bidder must have valid Electrical Contractor's License.
2. The firm must have experience in operating successfully HT/LT cable laying work and / or HT Switch gear shifting/ installation/ maintenance work.
3. The firm must have experience of having successfully completed similar works during the last 7 years ending last day of the month previous to the one in which tenders are invited which should be in the following manner:
  - a) 1 (one) similar completed work costing not less than 80% of the estimated value of the work amounting to Indian Rupees 6,80,000.00.  
Or
  - b) 2 (two) similar completed works costing not less than 50% of the estimated value of the work amount in Indian Rupees 4,25,000.00.  
Or
  - c) 3 (three) similar completed works costing not less than 40% of the estimated value of the work amounting to Indian Rupees 3,40,000.00.
  - d) Similar work shall include experience of carrying out HT/LT cable laying work and /or HT Switch gear shifting/ installation/ maintenance work.
4. The average annual financial turnover of the firm during the last 3 years ending March, 2015 or last financial year as applicable to the company should be at least Indian Rupees 30% of the estimated value of the work amounting to Indian Rupees 2,55,000.00.
5. 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.

## **INSTRUCTIONS TO BIDDERS:**

### **MODE OF SUBMISSION OF BID:**

E- tenders are to be submitted in two parts i.e. Part-I & Part-II.

Part-I should constitute the Technical Bid and Terms and Conditions of offer and Part-II should constitute only the Price Bid without any Deviation and Condition. Two separate covers i.e. Part- I & Part-II are to be submitted on line.

#### **1.0 Part-I (Techno-Commercial Bid) will contain the following documents:**

- a. Brief particulars of the Firm.
- b. Details of Similar Works previously carried out by the firm with value of each work.
- c. Performance Certificate of previous works carried out.
- d. Photocopy of the Treasury Receipt (TR) of the EMD, or Original Bank Draft / Bankers Cheque payable to "Haldia Dock Complex, Kolkata Port Trust".
- e. A detailed deployment planning for the Tendered "Scope of Work".
- f. A separate letter addressing to Sr. Dy. Manager(P&E), confirming that the tenderer has accepted all terms and conditions laid down in the Bid document, should be enclosed.
- g. Details of Supervision and Liaison set up planned to be used for supervision and co-ordination of the work.
- h. Form of Tender duly filled in bidder's Letter Head.
- i. Letter of authority, if any.
- j. A declaration that the firms / group of companies / consortium have not been debarred / de-listed by any Govt. / Quasi-Govt. / Public Sector Undertakings.
- k. Complete and signed copy of the enclosed 'Integrity Pact'.
- l. Authentic documents related to registration under Service Tax Authority and ESI Authority, as applicable.
- m. VAT Clearance certificate / VAT Registration Certificate, as applicable.
- n. Copy of the Current Trade License, as applicable.
- o. Copy of Provident Fund Registration Certificate, as applicable.
- p. Copy of valid Electrical Contractor's License, as applicable.

#### **2.0 Part-II (Price Bid) shall be submitted on line without any condition or deviation.**

**2.1** Bidders are advised to submit offers based upon Technical Specification, Terms and 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 /HDC.

**2.2** Tenders not accompanied with photocopy of the TR for EMD or Original Bank Draft or Banker's Cheque are liable for rejection.

**2.3** The Bid Document issued to the Bidder is not transferable.

**2.4** Bid Document shall remain the property of Kolkata Port Trust, Haldia Dock Complex.

**2.5** Earnest Money shall be released to all unsuccessful bidders as early as possible without any interest. After conclusion of Tender process, EMD of unsuccessful bidder will be returned without interest after submission 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.

**2.6** Kolkata Port Trust, Haldia Dock Complex 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.

**2.7** 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.

**2.8** 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:

**Office of Sr. Dy. Manager (P&E),  
Haldia Dock Complex.  
Operational Administrative Building, 1st Floor Chiranjibpur,  
P.O. Haldia,  
Dist. Purba Medinipur - 721604**

**2.9** The bidders may please note that Haldia Dock Complex, 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 Haldia Dock Complex, Kolkata Port Trust's Offices for making such inquiries. Should Haldia Dock Complex, Kolkata Port Trust find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by Haldia Dock Complex, Kolkata Port Trust.

**2.10** 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.

### **3.0 EARNEST MONEY:-**

**The Earnest money is to be deposited by vendors/contractors through E.C.S. to the Current Account as appended hereunder:**

- a) Name of Bank & Branch:** United Bank of India, Haldia Dock Complex Branch.
- b) Account No.:** 1604050000310.
- c) IFS Code:** UTBI0HDCF75.

**Vendors/contractors participating in an e-tender are advised to deposit earnest money directly into the above mentioned bank account by RTGS/NEFT. Concerned vendors/contractors must ensure that the remitting bank positively enters their name and Tender no. in the 'Sender to Receiver' column at the time of making payment of earnest money by RTGS/NEFT.**

### **4.0 SECURITY DEPOSIT:**

**4.1** Successful Tenderer will submit Security Deposit for a sum equivalent to 10% of the total contract value of the Tender as accepted by KoPT, HDC in Demand Draft or in the form of Bank Guarantee as per the enclosed format in favour of "Kolkata Port Trust, Haldia Dock Complex" from a National/Scheduled Indian Bank with office at Kolkata. In case of submission of Security Deposit in the form 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 Guarantee Period.

**4.2** KoPT, HDC shall encash the Bank Guarantee in the event of the contractor failing to complete the work as per tender specification, at the order of Engineer or his authorized representative, or when the contractor has defaulted for more than 30 days or when any amount is to be recovered from the Contractor as penalty or deduction and the contractor fails to remit such amount within 30 days after due notice given to him in this regard.

- 4.3** The Sr. Dy. Manager (P&E), HDC 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.
- 4.4** After the issuance of order letter, Security Deposit will have to be submitted within 14 (Fourteen) working days.
- 4.5** The contractor shall commence the work within 07 (Seven) days after the issuance of order letter.



## **SPECIAL CONDITIONS OF CONTRACT**

### **1. GENERAL:**

These provisions though given in a separate section are part of the tender document which must be read as a whole, the various sections being complementary to one another and are to be taken as mutually explanatory. These provisions shall be read in conjunction with the other parts of the tender document viz. General Conditions of Contract, Notice Inviting Tenders, Instructions to Bidders, Particular Specifications, Drawings (if any), Bill of Quantities and other document forming part of the Contract. In case of any discrepancy or ambiguity in the document, the order of precedence of the document as stated below will apply. In particular, these provisions will over ride those in the General Conditions provided there is discrepancy between them.

### **2. CORRELATION AND ORDER OF PRECEDENCE OF TENDER DOCUMENTS:**

If the stipulations in the various tender documents be found to be at variance in any respect, one will override others (but only to the extent these are at variance) in the order of precedence as given in the list below, i.e. any particular item in the list will take precedence over all those placed lower down in the list.

- ☐ Order letter.
- ☐ Bill of Quantities.
- ☐ Drawings (if any).
- ☐ Particular specification
- ☐ Special Conditions of the Contract.
- ☐ General Conditions of Contract.

In case of any dispute, question or difference either during the execution of the work or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Sr. Dy. Manager (P&E), Haldia Dock Complex, thereon shall be final and binding upon all parties.

### **3. SCOPE OF WORK:**

The job involves laying, installation, testing & commissioning of 1.1 KV grade, 3.5 core X 185 sq.mm. XLPE insulated Aluminium Conductor, armoured cable of approximate total length of 1600 meters from (i) 1st Oil Jetty Sub-station to Feeder Pillar Box near Barge Jetty -1, (ii) from Feeder Pillar Box near Barge Jetty -1 to LT Panel at IWAI shed, (iii) from Feeder Pillar Box near Barge Jetty -1 to Feeder Pillar Box of Barge Jetty -1 and (iv) from Feeder Pillar Box of Barge Jetty -1 to Feeder Pillar Box of Barge Jetty -2.

The job also involves shifting, installation, testing & commissioning of 1 no. 500 KVA, 3.3 KV/ 415 Volts Transformer from Transit Shed area of G.C. (General Cargo) Berth to 1st Oil Jetty Sub-station.

#### **Scope of Work for Cable laying job:**

The job of laying, installation, testing and commissioning of cable would be having following components:

- (i) Approx. 1500 Mts. of cable would be run through underground at a depth of 750 mili meters and the job would involve Trench Excavation, earth Back filling, Laying of Cable including Supply and Installation of Silver Sand, Bricks etc.
- (ii) Approx. 100 Mts. of cable would run through laid G.I. Pipe /Hume Pipe, /trench/duct/tunnel / rising main. Necessary GI saddling to be done, where required.
- (iii) Installation of approx. 20 Mts. of 150 N.B. Heavy Gauge G.I. pipe and approx. 30 Mts. of 150 mm diameter, NP4 Hume Pipe including collars. The G.I. pipe is to be laid by Boring process.
- (iv) 4 nos. Straight through Cable jointing of 3.5 Core X 185 sq.mm. 1.1 KV Grade, XLPE insulated Aluminium Conductor, Armoured Cable by Heat shrinkable type Straight through Cable jointing kit.
- (v) End termination of the cable with suitable glands, lugs and other accessories at different panels, feeder pillar boxes etc.

- (vi) All the above mentioned quantities are tentative in nature. Prior to submitting their Offer, prospective bidders are advised to visit the site for their assessment of the job, quantity of materials to be executed and to get acquainted with the site conditions.
- (vii) Necessary arrangement, for taking over, handling and transportation of the cable, specified in the BoQ, item No.1 from HDC/KoPT's store at Chiranjibpur Power House to site for installation purpose, will have to be made by the contractor at their own risk, cost and arrangement. The cable supplied by the HDC/KoPT's store should be checked & tested properly before taking out of the store. Any complain regarding the cable shall not be entertained by HDC/KoPT authority once the cable is/are taken out of the store. Custodian certificate to be produced by the successful bidder for the cable, immediately after taking over the same from HDC/KoPT's store and this certificate is valid till commissioning & handing over the installation of the cable in all respect.
- (viii) The contractor should submit his programme of work well in advance.
- (ix) The contractor should provide all materials like straight through jointing kits, cable glands & sockets for end termination and other materials like Bricks, Sand, Hume Pipe etc. required for execution of the aforesaid job in complete. However, 1.1 KV grade, 3.5 core X 185 sq.mm. XLPE insulated Aluminium Conductor armoured cable ,G.I. pipes, to be required during cable laying, will be provided by HDC, KoPT.
- (x) Modification work (including masonry work), if required, for termination of cables at both ends will also be within the scope of work.
- (xi) As the aforesaid cable laying job is within the operational area of Haldia Dock Complex, where Pipe Line and other installations of outside agencies are existing, utmost care must be taken during excavation work in the proposed cable route.
- (xii) Contractor must provide as built drawing in triplicate to indicate actual position of cable route after completion of the cable laying.
- (xiii) Empty cable drums should be deposited to HDC's store at contractor's arrangement and cost as per directive of the officials of P& E division, Haldia Dock Complex.
- (xiv) The installation will be taken over by HDC/KoPT only after successful installation, testing and commissioning of the system.
- (xv) In order to carry out the cable laying job, Technical Specification, Bill of Quantities and associated enclosed drawing (Drawing No. SK-334) for laying & installation etc. to be followed.

#### **Scope of Work for Transformer Shifting job:**

One no.750 KVA, 3.3 KV/ 415 Volts Transformer installed at 1st Oil Jetty Sub-station has become faulty. This Transformer would be replaced by one no. old & used 500 KVA, 3.3 KV/ 420 Volts, ONAN Transformer, presently installed beside the Transit Shed of G.C.Berth.

The scope of work of the contractor involves:

- (i) Dismantling of the faulty 750 KVA, 3.3 KV/ 415 Volts Transformer at 1st Oil Jetty Sub-station from its base, after necessary disconnection of connected HT & LT cables, G.I. strips etc.
- (ii) Shifting of the dismantled faulty 750 KVA, 3.3 KV/ 415 Volts Transformer from the 1st Oil Jetty Sub-station to the Central Workshop of Haldia Dock Complex.
- (iii) Dismantling of the existing 500 KVA, 3.3 KV/ 420 Volts, ONAN Transformer at G.C. Beth from its base, after necessary disconnection of connected HT & LT cables, G.I. strips etc. For this, the shed under which the Transformer is presently installed might need to be dismantled. The scope of the contractor also involves shifting of the dismantled shed at a place within the Dock area as per advice of the officials of P&E Division.
- (iv) Shifting of the dismantled Transformer from the Transit Shed area of G.C.Berth to 1st Oil Jetty Sub-station.

- (v) Installation, Testing & Commissioning of the 500 KVA, 3.3 KV/ 420 Volts, ONAN Transformer including Oil Filtration. Transformer Oil required for Oil Filtration would be provided by Haldia Dock Complex.
- (vi) Necessary arrangement, for taking over, handling and transportation of the Transformer Oil drums from HDC/KoPT's store to 1st Oil Jetty Sub-station, will have to be made by the contractor at their own risk, cost and arrangement.
- (vii) Empty Transformer Oil Drums should be deposited to HDC's store at contractor's arrangement and cost as per directive of the officials of P& E division, Haldia Dock Complex.
- (viii) All necessary Nuts, Bolts, Washers, Gaskets, Cable Glands, Cable end termination kits etc., to be required during installation and commissioning of the 500 KVA Transformer will have to be provided by the contractor.
- (ix) The installation will be taken over by HDC/KoPT only after successful installation, testing and commissioning of the system.
- (x) Prior to submitting their Offer, Bidders are advised to visit the site for their assessment of the job, quantity of materials to be executed and to get acquainted with the site conditions.
- (xi) Painting of the Transformer which would be shifted near the Transit Shed at G.C.Berth to 1<sup>st</sup> Oil Jetty Sub-station, will also be under the scope of the contractor. Surface finish to be carried out by wire brush. Painting would be done by applying two coats of Red Oxide Primer followed by two coats of synthetic enamel smoke grey paint. Necessary tools, tackles required for cleaning and painting of the Transformer including supply of primer and paints would be under the scope of the contractor.

#### **4. INSPECTION OF SITE:**

The Bidder shall inspect the site of work and thoroughly familiarise himself with the nature of work, site conditions, and access to the site and location before submission of the tender. He should contact the Sr. Dy. Manager (P&E), Haldia Dock Complex at his office at Chiranjibpur, Haldia at 1<sup>st</sup> Floor, Operational Administrative Building, Chiranjibpur, for collecting information about the site before submission of the tender. No excuse will be entertained afterwards on the above ground. In case any part of the site cannot be handed over to the successful Bidder in time, no compensation for loss of labour or any other cause nor any claim will be entertained by the Trustees.

Suitable extension of time shall, however, be granted to the successful Bidder on that ground, if applied for.

#### **5. SITE CONDITIONS & METHOD OF WORK:**

During execution of the work proper care should be taken to provide adequate protection against any damage to the existing structures, cables, water lines and all such installations at the contractor's risk and expense. Any damage caused / defect arising during execution of the work shall have to be rectified forthwith as directed to the satisfaction of the Engineer, without charging extra. In case the repair to the damages /defect not carried out as

directed, the Engineer will have the authority to get it done through other agencies at the risk, cost and expense of the contractor.

Further, in case the Engineer finds that it is necessary to shift / suspend some activity of the work for the time being in Trustees' interest, this shall be followed up in compliance with his instructions and as per relevant clause of the General Condition of Contract.

#### **6. SAFETY MEASURES:**

The contractor shall adhere to safe construction practice, guard against hazardous and unsafe working conditions

and follow all safety precautions for prevention of injury or accidents and safeguarding life and property. The contractor shall provide all necessary first aid measures to be available in proper condition.

The successful bidder shall also ensure that –

- (i) No damage is caused to plants and vegetations unless the same is required for execution of the project proper.
- (ii) The work shall not pollute any source of water / land / air surrounding the work site so as to affect adversely the quality or appearance thereof or cause injury or death to animal and plant life.

(iii) His office & labour hutment etc. shall be maintained in a clean and hygienic condition throughout the period of their use and different effluents of the labour hutment shall have to be disposed off suitably.

#### **7. KEEPING THE SITE AND WORKING AREA CLEAR:**

The Contractor shall at all times keep the site and working areas free from all surplus materials, rubbish and offensive matter all of which shall be disposed off in a manner to be approved by the Engineer's Representative. As the works will be carried out in busy area and adjacent areas of Haldia Dock Complex, the Contractor has to make necessary arrangement to clear the rubbishes, refuses etc. from the road, drains, culverts etc. to a suitable place as per direction at the end of each day's work at his own cost & risk.

#### **8. CONSTRUCTION OF SITE OFFICE, STORE ETC:**

On an application from the Contractor, land near to the site of work will be allotted by the Trustees for the construction of Site Office, Store etc. for a token fee of Rs. 100.00 ( Rupees One Hundred) only per month. For such allotment rent of will be recovered from Contractor's bill. The Contractor shall hand over vacant possession of the land free from all encumbrances within two months from actual date of completion of work (as stated in G.C.-I). In case the contractor does not remove the site offices, store etc. within two months from the actual date of completion, the contractor will have to pay compensation equivalent to three times the applicable licence fee for the plot of land allotted to him temporarily for site offices, store etc. as per Schedule of Rent of Ko.PT's land and buildings at Haldia and to be recovered from his final bill / Security Deposit. The Contractor shall build office, sheds etc. on the land allotted to him as approved by the Engineer or his representative and shall maintain a clean hygienic condition throughout the period of their use.

The Contractor shall maintain a Site Order Book at his site office and all orders and instructions issued to him from time to time by the Engineer or his representative will be recorded in the Site Order Book. The Contractor shall promptly sign each entry as a token of having received such orders.

#### **9. LABOUR, TOOLS AND PLANTS:**

The contractor will engage experienced personnel to carry out the works in all respects at his own cost. The contractor shall supply all necessary labour, tools, plants and equipments with fuel and operator required for satisfactory execution of the work, all at his own risk, cost and expense.

#### **10. POWER SUPPLY:**

If available and if required, suitable power supply may be arranged by the Trustees at the nearest existing supply point of the site of work on receipt of request letter from the Contractor to that effect. All necessary arrangements for the distribution at site will have to be made by the Contractor at his own cost as approved by the Trustees' Plant and Equipment Division.

Charges for consumption of power shall be periodically recovered from the Contractor's Bill at the rates of WBSEDCL as prevalent amended from time to time along with departmental overhead of 19.25% including installation and hire charges for meters. The Trustees do not guarantee uninterrupted power supply from the above sources and Contractor shall not be compensated for any delay in providing / irregularity of power supply.

The Contractor shall have to arrange for the supply of power at his own cost during such periods.

#### **11. WATER:**

WATER, if available, may be provided to the contractor, for execution of the work on CHARGEABLE BASIS. The contractor will have to arrange every thing in this regard, at his own risk, cost and arrangement.

#### **12. PROSPECTIVE BIDDERS MUST TAKE THE FOLLOWING POINTS INTO CONSIDERATION :**

The successful Tenderer shall mobilize men, materials, machines, tools & tackles, etc. at site within 7 (seven) days from the date of receipt of the Work Order.

No transport, accommodation and canteen facility will be provided to the contractor and / or their staff.

### **13. PAYMENT TERMS :**

100% payment will be made within 30 days from the date of handing over of the jobs and submission of clear and unambiguous bills along with all relevant documents like Joint Inspection Report, etc.

Payment will be made through Bank of the Bidder.

The following information, regarding their banker, must be submitted by the tenderer in their offer:

- a) Name of the banker :
- b) Savings/Current Account Number :
- c) Banker's Branch Code and address :
- d) MICR Code.

### **14. PAYMENT OF SERVICE TAX :**

The amount of Service Tax and related Cess thereupon will be borne by HDC, KoPT as applicable on production of CENVATABLE Document by the contractor.

### **15. LABOUR :**

The contractor shall make their own arrangements for the engagement of all labour for doing the work at site or in respect of or in connection with the execution of work as also for the transport, housing and payment thereof.

### **16. SAFETY :**

The contractor shall have to ensure safety of all their working personnel to the fullest compliance of the provisions of general safety rules/ regulations including Dock Workers' (Safety, Health & Welfare) Regulations, 1986.

The Contractor shall be solely responsible for consequences arising out of non-compliance or violation of safety rules / regulation.

The contractor shall at his own expenses provide all required Personal Protection Equipments (PPE) & Safety Gears for all personnel & labours engaged during the work.

### **17. INSPECTION AND TESTING :**

Inspection of supply materials will be done by the representative of the P&E Division, HDC. The contractor should arrange for inspection at his own risk, cost and arrangement. Test & Guarantee certificates, where applicable, must be produced during inspection.

Regarding inspection of Bricks, to be required for cable laying, sample will be sent to Testing Agency and on the basis of the test certificate of the testing agency, bricks will be accepted/ rejected.

At least 7 days' advance notice is to be given for inspection.

Inspection and Testing by representative of P&E Division /authorized agency shall not relieve the contractor from his obligation for furnishing materials & installation in accordance with the specifications.

All the costs for testing of materials will have to be borne by the contractor.

The Engineer or his authorized representative(s) shall have, at all reasonable time, access to the contractor's premises or work site and shall have the power at all reasonable time to inspect & examine the materials & workmanship of the work.

Notwithstanding the fact that the materials or part of the work or the whole work has passed the inspection, the contractor is not relieved from his obligations to conform to the quality, workmanship, guaranteeing the performance, etc. as per the contract.

### **18. INDEMNITY BOND:**

For taking out Cable Drum, Transformer Oil from the stores of Haldia Dock Complex, Indemnity Bond duly notarized, to be submitted by the contractor.

### **19. COMPLETION TIME :**

The time of completion of each job is stipulated in the Table below. The time of completion of each job will be reckoned from the date of issuing of work order to the handing over of the said job by the Sr. Dy. Manager(P&E) or his authorized representative(s) to the contractor.

Sl. No.	Description of Work.	Completion Time
1.	Laying, Installation, Testing & Commissioning of 1.1 KV grade, 3.5 core X 185 sq.mm. XLPE insulated Aluminium Conductor, Armoured Cable of approximate total length of 1600 meters, including allied works.	60 days from the date of placement of Order.
2.	Shifting, installation, testing and commissioning of 1 no. 500 KVA, 3.3 KV/ 420 Volts, ONAN Transformer, including dismantling and shifting of 1 no. 750 KVA 3.3 KV/ 415 Volts Transformer, as per enclosed Scope of Work and Technical Specification.	

## **20. ESCALATION / VARIATION ON PRICES:**

No Escalation / Variation on the prices on any account will be considered for adjustment/payment.

## **21. CONTRACT LABOUR LAWS:**

The Contractor must comply with the provisions of Contract labour (Regulation & Abolition) Act 1970 and Contract Labour (Regulation & Abolition) Central Rules 1971 and the rules framed there under with all modifications/amendments being enforced from time to time.

The Contractor shall indicate maximum number of workmen to be engaged on any day for execution of the work in the appropriate place in the ABSTRACT FORM OF TENDER & he shall have to obtain a regular /permanent license as per sec12(1) of the Contract Labour Act.

Further , whenever a contract work has commenced or completed , the contractor has to intimate the same to the Assistant Labour Commissioner(Central) /labour Enforcement Officer (Central) in Form IV-A , within 15 days of such commencement or completion.

The contractor has to arrange for displaying the name of the Regional Labour Commissioner (Central) , Asst. Labour Commissioner (Central) & Labour Enforcement Officer (Central) at his worksite(s).

The contractor shall inform the Principal Employer the date, time & venue of disbursement to be made by him to his workers.

The successful bidder shall also be required to put up a notice at the site of work mentioning the date, time & venue of disbursement to be made by him to his workers and he or his authorized representative shall have to be present during period of disbursement.

## **22. COMPLIANCE WITH E.P.F & M. P. ACT:**

The successful contractor will have to comply with provision of EPF & MP Act –1952 (along with amendments, if any), issued from time to time.

If asked for by the Employer, the contractor will be required to submit photocopy of all payment challans and produce the original for verification to the representative of the principal employer, i.e. Sr. Dy. Manager (P&E).

## **23. COMPLIANCE WITH E.S.I ACT:**

If applicable, the successful bidder will have to comply with provisions of "Employers State Insurance Act – 1948", along with amendments (if any) issued from time to time. He shall obtain ESI registration and shall deduct employees' contribution as applicable percentage of the wages of each of the employees' and shall deposit the same together with employer's contribution as applicable percentage of such total wages payable to the employees or at such rates as fixed by the competent authority from time to time.

In case, where an employee is not covered under ESIC Scheme (or contribution not paid for him regularly) and meet an accident during and arising out of his employment, the contractor being the immediate employer, shall be liable to pay him suitable compensation.

The contractor will be required to submit Xerox of all payment challans and produce the original for verification to the representative of the principal employer, i.e Manager (I&CF).

#### **24. INDEMNIFICATIONS:**

The successful bidder shall be deemed to indemnify and keep indemnified the Trustees from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of any law, rules or regulations having the force of law, including but not limited to –

- a) The Minimum Wages Act, 1948.
- b) The Dock Workers (Regulation Of Employment) Act, 1948
- c) The Building And Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996
- d) The Dock Workers' Safety, Health & Welfare Act, 1986
- e) The Payment of Wages Act, 1936.
- f) The Workmen's Compensation Act, 1923.
- g) The Employees Provident Fund Act, 1952.
- h) The Contract Labour (Regulation and Abolition) Act, 1970; Rules 1971.
- i) The Payment of Bonus Act, 1965.
- j) The Payment of Gratuity Act, 1972.
- k) The Equal Remuneration Act, 1976.
- l) The Employees State Insurance Act, 1948 & Employees State Insurance (Amendment) Act, 1989
- m) Child Labour (Prohibition and Regulation) Act, 1986.
- n) The Maternity Benefits Act 1961
- o) Interstate Migrant Workmen (Regulation Of Employment & Conditions Of Service) Act, 1979.
- p) Motor Vehicle Act, latest revision.

#### **25. DOCK PERMIT:**

Dock permits which may be necessary for any purpose related to the work shall be issued free of cost. The entry permit will be issued as per requirement following latest Permit Scheme of Haldia Dock Complex. All existing rules, including any amendments thereto, in future, will have to be complied with by the contractor.

#### **26. SERVICE TAX:**

Service Tax, if leviable, will be paid extra by the Trustees as applicable. The bidder shall not include Service Tax in his rates. In case Service Tax is payable, the Contractor will be required to submit necessary bill / challans / invoice in accordance with Service Tax Rules and the Contractor needs to be registered with the Central Excise for the service to be rendered and copy of the same shall be submitted to HDC. On demand, the successful bidder will have to submit documents regarding payment of Service Tax.

In case the Contractor provides taxable service and charges service Tax, the bill / invoice shall be raised so as to enable H.D.C. to obtain CENVAT credit against the same.

Deduction of Sales / Turnover Tax on works contract, Income Tax shall be made by the Employer from each certificate of payment to the Contractor at the prevalent rates or such other rates as may be specified by the Government from time to time, on the gross amount of the Contractor's bill for payment.

Regarding other Taxes Duties and statutory & other levies the Contractor has to pay and observe all formalities as stipulated on the General Condition of Contract.

However Service Tax as applicable on the amount of liquidated damage as well as other recovery i.e. damage, penalty, land rent, etc. shall be deducted from contractors' bill at applicable rates and the same will not be reimbursed by HDC, KoPT.

#### **27. SETTLEMENT OF DISPUTES:**

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

## **28. VALIDITY OF PRICE BID:**

The Part-II (Price Bid) shall be valid for acceptance for a minimum period of 180 (one hundred eighty) days from the date of opening of Part-I (Technical & Commercial aspects of Bid).

## **29. MOBILISATION TIME:**

On placement of work order, all materials, equipments, machinery and tools, personnel etc. are to be made available at site and commence operation within 07 (Seven) days.

Any delay, not attributable to the contractor, duly certified by the Site Engineer, will not be taken into account in the aforesaid time schedule and the same will be adjusted accordingly.

Machines, accessories and manpower, along with supervisory staff, shall be arranged accordingly by the contractor.

## **30. GUARANTEE PERIOD :**

The materials supplied and work executed by the contractor will have to be guaranteed for 12 months from the date of completion of the work. The inspection will not relieve the contractor from his liability of guaranteeing against defective materials, works etc. and full satisfactory performance up to the stipulated Guarantee Period.

## **31. LIQUIDATED DAMAGE CLAUSE:**

In the event of failure of the contractor to execute the contract within the stipulated dates or such extension(s) thereof, as may be allowed by appropriate authority of Haldia Dock Complex (HDC), in writing, the contractor will be required to pay as compensation to the Trustees and not as penalty @ ½ % for every week or part thereof of the unexecuted portion of work, provided always the entire amount of compensation to be paid under the provision of this clause shall not exceed 10 % of the total contract value. The Trustees may without prejudice to any other method of recovery, deduct the amount of such damages from any money, which is due or which may become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the supply of the materials or from any other of his obligation or liabilities under the contract. Service Tax will be applicable on LD amount.

## **32. FORCE MAJEURE:**

In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them 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 event lasts. The cost and loss sustained by either party shall be borne by respective parties. The terms Force Majeure as employed herein shall mean acts of God, Earthquake, War, Revolt, Riot, Fire, Floods, Sabotage and Hurricanes/Cyclone, Strike excluding that of contractors & suppliers or Sub-contractor's Employees. Upon the occurrence of such case and upon its termination the party alleging that it has been rendered unable as aforesaid, shall notify the other party in writing immediately but not later than 48 (forty-eight) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

## **33. EVALUATION CRITERIA:**

While evaluating the priced 'Bill of Quantities' (BoQ), the price quoted by the bidders against item no. 1 & 2 would be considered separately i.e. separate order would be placed to the lowest bidder of individual item. However, if a firm becomes L1 in both the items, then complete order involving both the items would be placed on that firm.



**TECHNICAL SPECIFICATIONS**

**CABLE JOINTING KITS:** Heat shrinkable type cable jointing kits (straight through joints and indoor end termination) to be used.

Make/Brand : Densons/M-Seal/Raychem.

**MISC. MATERIALS SPECIFICATION REQUIRED FOR CABLING SYSTEM :**

**i) CABLE LUGS AND SOCKETS :**

Cable termination shall be done with aluminium Crimping Type Solder less lugs of make DOWELLS/USHA/JAINSON/Klippon.

**iii) BI-METALIC WASHER :**

Where copper to Aluminium Connections are to be made, Bi-metallic Washers shall be used.

**iv) BRICKS :**

Bricks of class designation 10 (as per IS 1077, 1986) standard size 250 mm. x 125 mm. x 75 mm. (approx.).

**CABLE LAYING (General Guideline) :**

Cable routing shall be checked in the field to avoid interference with structures, heat sources, drains, piping etc. as far as possible and minor adjustments shall be done to suit the field conditions, wherever deemed necessary without any extra cost.

All cable routes should be carefully measured and cables cut to the required lengths leaving sufficient lengths for the final connections of the cables to the terminal of the equipments. The various cable lengths cut-off from the cable reels shall be carefully selected to prevent undue wastage of cables. The quantity indicated in the Scope of Work is only approximate. The Contractor shall ascertain the exact requirement of cable for a particular feeder by measuring at site and avoiding interference with structure, foundation, pipelines or any other works as far as possible. The actual number of straight through joints required shall be worked out by the contractor. Cable as far as possible shall be laid in complete, uncut lengths from one termination to other.

Cable shall be nearly arranged in the trenches/trays/pipes in such a manner so that criss-crossing is avoided and final take-off to the equipment/switch gear is facilitated.

Arrangement of cables within the trenches/trays/pipes shall be the responsibility of the contractor.

Cable Trenches shall be identified by means of cable markers. These shall be placed at location of changes in the direction of cables and at intervals of not more than 30m. and at Cable Joint Locations .

Removal of concrete covers for purposes of cable laying and reinstalling them in their proper positions after the cable are laid shall be done by the contractor at no extra cost.

Cable shall be handled carefully during installation to prevent mechanical injury to the cables. During laying of cables, Cable Drum Lifting Jacks, sufficient number of Cable Rollers and other materials etc. as necessary must be used to avoid any mechanical injury to the cables.

Directly buried cable shall be laid underground in Cable Trenches duly excavated by the contractor as shown in the enclosed Drawing No.:SK-334. The width of the trench shall vary depending upon the number of cables and dia of each cable.

Width of the Cable Trench should be such that all cables should be correctly spaced and arranged. The cables shall be laid in trenches as shown in the enclosed sketch. Before cables are placed, the bottom of the trench shall be levelled and filled with a layer of silver sand as shown in the Drawing No.:SK-334. This sand shall be levelled and the cables shall be laid over it. Bricks to be placed at both sides of the cable . Then the cable inside the brick walls to be covered with sand up to the height of walls and sand shall be likely pressed.

A protective covering of Bricks shall be placed on top of protective Bricks placed at both sides of Cable. The remainder of the trench shall then be back filled with soil rammed and leveled.

After laying of the cables in the trench and before placement of protective covering every cable shall be given an insulation test in presence of side engineer/authorized representative of P&E Division. Also after back filling the trench with soil, rammed and levelled, insulation test of the cable shall be carried out in presence of Site Engineer/Authorized representative of P&E Division.

All wall openings/Pipe Sleeves shall be effectively sealed after installation of cables to avoid seepage of water inside buildings/lined trench.

At road/drain/pavements crossing, suitable sizes of G.I. Pipes / Hume Pipes are to be used.

After the cables are installed and all testing is complete, the conduit/pipe sleeve ends shall be plugged with a suitable weatherproof plastic compound/PUTTI, for sealing purpose. The cost of the same shall be deemed to have been included in the installation of cable laying through pipe sleeves/conduits and no separate payment shall be made.

When cables pass through foundation walls, or other underground structures, if necessary, ducts or opening shall have to be provided by the contractor. However, shall it become necessary to cut holes in the existing foundations or structures, the contractor shall determine their locations and obtain approval from representative of P& E Division or his authorized representative before cutting is done. Cutting, if necessary and mending good of any cut portion should be done by contractor without any extra cost.

At Road Crossing and other places where cables enter pipe sleeves adequate bed of sand shall be given so that the cable do not stack and get damaged by pipe ends.

All G.I. Pipes shall be laid as per site requirements. The open ends of the pipes shall be suitably plugged after they are laid in final position.

**Laying of the cable will be as per the enclosed Drawing No. SK- 334 .**

As built drawing ( in triplicate) of the above cable route will have to be submitted after completion of the above work.

**MEASUREMENT** : Cable length should be measured jointly prior to giving clearance for back filling etc.

**BILL OF QUANTITIES**

**PREAMBLE TO BILL OF QUANTITIES**

**GENERAL**

- 1.1** The Bill of Quantities must be read with the instruction to the bidder, Drawings, General Conditions of Contract and Special Conditions of Contract & Technical Specification and the Contractor is deemed to have examined and to have thoroughly acquainted himself with the detailed descriptions of the works to be done, and the way in which it is to be carried out.
- 1.2** The Contractor shall be bound to carry out the work at the accepted rates and shall not be entitled to any claim or compensation whatsoever.
- 1.3** The rates quoted shall be in both figures and words and that in words shall prevail.
- 1.4** The prices and rates entered in the Bill of Quantities by the Contractor shall include, inter alia, all costs and expenses involved in or arising out of the following:
  - (a)** The provision, storage, transport, handling, use, distribution and maintenance of all materials, equipment, machinery and tools, including all costs, charges, dues, demurrage or other outlays involved in transportation.
  - (b)** The provisions and maintenance of all his staff and labour and their payment, accommodation, transport, fares and other requirements.
  - (c)** All required first aid, welfare and safety requirements.
  - (d)** Damage caused to the works and /or construction, plant, materials and consumable stores caused by weather.
  - (e)** Overheads on costs and profits.
  - (f)** Licenses, fees and other charges for compliance of applicable rules that are in force.

### **BILL OF QUANTITIES**

Laying, Installation, Testing & Commissioning of 1.1 KV grade, 3.5 core X 185 sq.mm. XLPE insulated Aluminium Conductor, Armoured Cable of approximate total length of 1600 meters and Shifting, installation, testing & commissioning of 1 no. 500 KVA, 3.3 KV/ 415 Volts Transformer, including allied works, under 1st & 2nd Oil Jetty + BWTP section of Haldia Dock Complex, Kolkata Port Trust.

<b>Item No.</b>	<b>Description of Items</b>	<b>Unit</b>	<b>Qty.</b>	<b>Amount (in Rs)</b>
<b>1</b>	Laying, installation, testing and commissioning of XLPE insulated, 3.5 Core X 185 sq. mm., 1.1 KV grade, armoured, Aluminium conductor cable, of approximate total length of 1600 meters, as per enclosed scope of work and Technical Specification.	Job	01	
<b>2.</b>	Shifting, installation, testing and commissioning of 1 no. 500 KVA, 3.3 KV/ 420 Volts, ONAN Transformer, including dismantling and shifting of 1 no. 750 KVA 3.3 KV/ 415 Volts Transformer, as per enclosed Scope of Work and Technical Specification.	Job	01	
	<b>Grand Total (in Rs.) :</b>			

**Rate and Total Amount quoted should be without Taxes and Duties.**

**Service Tax, if applicable, to be clearly indicated.**

**NOTE: Bidders are requested not to quote on this page. All bidding should be on-line only.**

**Annexure-G**

**FORM OF TENDER**

To  
The Sr. Dy. Manager (P&E),  
Operational Administrative Building,  
Chiranjibpur, Haldia Dock Complex,  
Kolkata Port Trust, P.O.- Haldia,  
Dist.- Purba Medinipur, Pin.- 721604

Dear Sir,

We, M/s.....having read and fully understood the specification, conditions of Tender and General Conditions of Contract hereby Tender for "Laying, Installation, Testing & Commissioning of 1.1 KV grade, 3.5 core X 185 sq.mm. XLPE insulated Aluminium Conductor, Armoured Cable of approximate total length of 1600 meters and Shitting, installation, testing & commissioning of 1 no. 500 KVA, 3.3 KV/ 415 Volts Transformer, including allied works, under 1st & 2nd Oil Jetty + BWTP section of Haldia Dock Complex, Kolkata Port Trust. " in accordance with and as set forth in Notice Inviting Tender, General Conditions of Contract etc.

The offers have been submitted in Cover-I and Cover-II as stipulated in your Tender Notice. We also confirm that no condition has been stipulated in the price bid in cover-II.

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 have deposited with the Trustees' Financial Adviser & Chief Accounts Officer/ General Manager (Fin.), I/C Rs..... vide Receipt No.....dated.....as Earnest Money, Photostat copy of which is attached. Original Bank Guarantee No...../Bank Draft No..... from..... Bank is enclosed.

We also agree to abide by this Tender for a period of 180 days from the closing date of this Tender and in default of our so doing, the Earnest Money of Rs. 17,000.00 ( Rupees Seventeen Thousand only) deposited by us shall be liable to forfeiture at the option of the competent authority.

Should Kolkata Port Trust, Haldia Dock Complex 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 Trust, Haldia Dock Complex 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.....  
Full Address

Signature.....

(Seal)

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

## Annexure-H

### 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.50/- or as decided by the Engineer/Legal Adviser of the Trustees)

To

The Board of Trustees  
For the Port of Kolkata, Haldia

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

Name of Issuing Bank.....

Name of Branch.....

Address.....

In consideration of the Board of Trustees of the Port of Kolkata, Haldia, 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 Work Order 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, Haldia Dock Complex" 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.....2015 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 fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such matter 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.....

(Only constituted attorney for and on behalf of)

BANK.....

BRANCH.....

(OFFICIAL SEAL OF THE BANK)

## Annexure-I

### FORMAT IN CASE OF JOINT VENTURE/CONSORTIUM AGREEMENT

(To be submitted on stamp paper)

This Joint venture/consortium agreement is made at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 2015 between M/s. \_\_\_\_\_ (please indicate the status viz. Proprietor, firm, Company) represented through its proprietor /partner or Director (hereinafter referred to as "first Party" ) and M/s. \_\_\_\_\_ (Please indicate the status viz. Proprietor, Firm, Company ) represented through its proprietor /partner or Director ( hereinafter referred to as "Second Party") WHEREAS the First party is engaged \_\_\_\_\_ in \_\_\_\_\_ the \_\_\_\_\_ business \_\_\_\_\_ of \_\_\_\_\_

AND WHEREAS THE Second Party is engaged in the business of \_\_\_\_\_

AND WHEREAS both the parties are desirous of entering into a joint venture /consortium for carrying on the work of KOLKATA PORT TRUST in connection with work of \_\_\_\_\_ (please mention the work of the tender).

AND WHEREAS the First Party and Second Party have agreed to form joint venture/consortium for execution of subject works.

NOW THIS DEED WITNESSED AS UNDER:

1. That under this Joint Venture/consortium Agreement the work will be done jointly by the first party and second party in the name and style of M/s \_\_\_\_\_.

2. It is further agreed by the Joint Venture/consortium Partner that \_\_\_\_\_ of M/s. \_\_\_\_\_ has been nominated as Lead Partner for the execution of the works.

3. That all the parties shall be liable jointly, equally and severally for the satisfactory execution of the contract in all respect in accordance with terms and conditions of the contract and the lead partner shall be authorised to incur liabilities and receive instruction for and on behalf of any and all the partners and parties of the Joint Venture/consortium and the entire execution of the contract including payment shall be done exclusively with the lead partner.

4. THE PROPOSED PARTICIPATION SCOPE OF ACTIVITIES TO BE PERFORMED AND RESPONSIBILITIES OF EACH:

The proposed administrative arrangement, participation, scope of activities to be performed and responsibilities for the execution of the work of the each party shall be as under:

First Party:

Second Party:

5. The turn over and experience of each party is as under:

First Party:

Second Party:

6 Subject to Clause-4, the parties shall depute their experienced staff as required for the works and plants, equipment, machinery etc. as requires for execution of works, will be deployed by each Joint Venture/consortium partners for execution of the contract.

7. In the event of default by any partner in the execution of the part of the contract, the Lead Partner will have the authority to assign the work to any other party acceptable to the Kolkata Port Trust to ensure the satisfactory execution of that part of the contract.

8. The Registered Office of the Joint Venture/Lead Partner of the consortium shall be at \_\_\_\_\_



9. The Joint Venture/consortium shall regularly maintain in the ordinary course of business a true and correct account of all its incoming and outgoing and also of its assets and liabilities in proper books or account which shall ordinarily be kept at place of business and after Completion of above mentioned work all account shall be taken.

10. Opening and operation of Bank Account:

The Joint Venture/consortium shall open and maintain bank account(s) at \_\_\_\_\_  
\_\_\_\_\_The Lead Partner as mentioned in Clause (2) above shall have the power to receive the payments on behalf of the Joint Venture/consortium and to give discharge on behalf of the Joint Venture/consortium.

IN WITNESS WHEREOF the Parties hereto have signed hereunder at \_\_\_\_\_on this \_\_\_\_\_day of \_\_\_\_\_

Party of First Part

Party of Second Part

Witness:

1)

2)