

Tender No. Admn/L/2017-20

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

TENDER DOCUMENT

F O R

SUPPLY AND OPERATION OF
LAUNCH BETWEEN ROYCHAK & KUKRAHATI
UNDER HALDIA DOCK COMPLEX

TENDER No. : ADMN/L/2017-20

E-tender No. : KoPT/Haldia Dock Complex/Admn. Div/12/17-18/ET/280

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

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

The Tender Document may be downloaded from MSTC website www.mstcecommerce.com, www.eprocure.gov.in and www.kolkataporttrust.gov.in . However, corrigendum / addendum / clarifications, if any, shall be hosted only on MSTC website www.mstcecommerce.com and www.kolkataporttrust.gov.in .

Further, intending bidders shall submit their bid electronically only through MSTC website www.mstcecommerce.com. Tenderer should visit the websites frequently.

SCHEDULE OF TENDER (SOT):

a.	TENDER NO.	ADMN/L/2017-20
b.	MODE OF TENDER	e-tender System (Online Part I – Techno-Commercial Bid and Part II – Price Bid) through www.mstcecommerce.com of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender shall be accepted by Haldia Dock Complex, Kolkata Port Trust.
c.	E-Tender No. (System Generated)	KoPT/Haldia Dock Complex/Admn. Div/12/17-18/ET/280
d.	Date of NIT available to parties to download	08 September, 2017
e.	Offline Pre-Bid Meeting starting date & Time	15 September, 2017 at 1100 Hours
f.	Pre –Bid Meeting closing date & Time	NA
g.	Estimated Cost	Rs.42.48 lakhs.
h.	i) Earnest Money Deposit	The intending bidders should submit Earnest Money of INR 84,960/- (Rupees Eighty Four Thousand Nine Hundred Sixty only) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected. The bidders are advised to deposit Earnest Money using the Axis Bank

		<p>Payment Gateway only. No other method of payment of EM shall be accepted.</p> <p>The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site (www.mstcecommerce.com→ e-Procurement →Psu / Govt depts→Kolkata Port Trust) itself under the icon: “ HDC EMD/Tender Fee Payment” . Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway by from Axis bank easy pay site (https://easypay.axisbank.co.in→ Others→Haldia Dock Complex)</p> <p>For making payment of EM through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e- tender number of the tender for which the payment is to be made).</p> <p>The method of use of the gateway is indicted under “Procedure of Payment of Earnest Money and Bid Document Fee Through Axis Bank Gateway” section of the tender document.</p> <p>Through Axis Bank Gateway with the tender.</p> <p>Tenderers should deposit Earnest Money before filling and submission of bids.</p> <p>Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting vendor/contractor : b) E- Tender No. : KoPT/Haldia Dock Complex/Admn. Div/12/17-18/ET/280 c) Amount remitted : d) Remittance Bank Details: e) URN No.: f) Date of payment:</p>
	ii)	<p>Bid Document Fee</p> <p>The intending bidders should submit Bid Document Fee of INR 2000/- (Rupees Two</p>

			<p>Thousand only) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected.</p> <p>The bidders are advised to deposit Bid Document Fee using the Axis Bank Payment Gateway only. No other method of payment of Bid Document Fee shall be accepted.</p> <p>The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site (www.mstcecommerce.com→ e-Procurement →Psu / Govt depts→Kolkata Port Trust) under the icon: “ HDC EMD/Tender Fee Payment”. Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway by from Axis bank easy pay site (https://easypay.axisbank.co.in→ Others→Haldia Dock Complex)</p> <p>For making payment of EM through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e- tender number of the tender for which the payment is to be made).</p> <p>The method of use of the gateway is indicted under “Procedure of Payment of Earnest Money and Bid Document Fee Through Axis Bank Gateway” section of the tender document.</p> <p>Tenderers should deposit Earnest Money before filling and submission of bids.</p> <p>Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting vendor/contractor : b) E- Tender No. : KoPT/Haldia Dock Complex/Admn. Div/12/17-18/ET/280 c) Amount remitted : d) Remittance Bank Details: e) URN No.: f) Date of payment:</p>
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	iii)	Transaction Fee	INR 2506/- (Rupees TwoThousand Five Hundred six only) including GST @ 18 % on Service Charge towards Payment of Transaction fee only through the link "Transaction Fee Payment" of MSTC LIMITED. (refer clause. No. 4 of "Important instructions to the Bidder for E-procurement")
i.		Last date of submission of EMD & Bid Document fee.	04 October, 2017 up to 1500 hours
		Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.	Three working days before the last date of closing of online bidding for the e-tender.
j.		Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/kopt	From 22 September 2017, from 0930 hours
k.		Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	04 October, 2017 up to 1500 hours
l.		Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	04 October, 2017 after 1530 hours

ANNEXURE - I

Important instructions for E-Tender

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

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

1.	<p>Process of E-tender:</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/kopt</p> <p>1).Vendors are required to register themselves online with www.mstcecommerce.com→ e-Procurement →Psu / Govt depts→Register as Vendor Filling up details and creating own user id and password→ Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>Tenderers are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem.</p> <p>In case of any clarification, please contact HDC/MSTC, (before the scheduled time of the e- tender).</p> <p>Contact persons (Haldia Dock Complex):</p> <table border="1" data-bbox="365 1297 1476 1507"> <tr> <td data-bbox="365 1297 966 1507"> 1. Shri S. S. Pandit, Deputy Manager (Admin.), Haldia Dock Complex Ph. No. 03224-265161 E-Mail – sspandit.hdc@nic.in </td><td data-bbox="966 1297 1476 1507"> 2. Shri s. Biswas Asstt. Manager(Admn.), Haldia Dock Complex, Ph. No. 03224 265117 Email- samarb.hdc@gov.in </td></tr> </table> <p>Contact persons (MSTC Ltd):</p> <table border="1" data-bbox="365 1543 1476 1774"> <tr> <td data-bbox="365 1543 966 1774"> 1. Mr. S. Mukherjee Dy. Manager (e-Commerce) Mobile No: 07278030407 Landline:03322901004 Email- smukherjee@mstcindia.co.in Google hangout ID (for chat) - mstceproc@gmail.com </td><td data-bbox="966 1543 1476 1774"> 2. Ms S. Maity Asstt.Manager (e-commerce) Mobile No.- 9831155225 Landline:03322901004 Email: smaity@mstcindia.co.in </td></tr> </table> <p>B) System Requirement:</p> <p>i) Windows 7 or above Operating System</p> <p>ii) IE-7 and above Internet browser.</p>	1. Shri S. S. Pandit, Deputy Manager (Admin.), Haldia Dock Complex Ph. No. 03224-265161 E-Mail – sspandit.hdc@nic.in	2. Shri s. Biswas Asstt. Manager(Admn.), Haldia Dock Complex, Ph. No. 03224 265117 Email- samarb.hdc@gov.in	1. Mr. S. Mukherjee Dy. Manager (e-Commerce) Mobile No: 07278030407 Landline:03322901004 Email- smukherjee@mstcindia.co.in Google hangout ID (for chat) - mstceproc@gmail.com	2. Ms S. Maity Asstt.Manager (e-commerce) Mobile No.- 9831155225 Landline:03322901004 Email: smaity@mstcindia.co.in
1. Shri S. S. Pandit, Deputy Manager (Admin.), Haldia Dock Complex Ph. No. 03224-265161 E-Mail – sspandit.hdc@nic.in	2. Shri s. Biswas Asstt. Manager(Admn.), Haldia Dock Complex, Ph. No. 03224 265117 Email- samarb.hdc@gov.in				
1. Mr. S. Mukherjee Dy. Manager (e-Commerce) Mobile No: 07278030407 Landline:03322901004 Email- smukherjee@mstcindia.co.in Google hangout ID (for chat) - mstceproc@gmail.com	2. Ms S. Maity Asstt.Manager (e-commerce) Mobile No.- 9831155225 Landline:03322901004 Email: smaity@mstcindia.co.in				

	<p>iii) Signing type digital signature</p> <p>iv) Latest update JRE 8 (x86 Offline) software to be downloaded and installed in the system. To disable "Protected Mode" for DSC to appear to appear in the The signer box following setting may be applied.</p> <ul style="list-style-type: none"> Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode". Other Settings: <p>Tools => Internet Options => General => Click On Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)</p>
2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by HDC. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p>
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	<p>Special Note towards Transaction fee:</p> <p>The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p>Transaction fee is non-refundable.</p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE : Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5.	Vendors are instructed to use Attach Doc button under AUC Floor Manager menu. Multiple documents can be attached. Maximum size of single document for upload is 5 MB.
6.	All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by HDC. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC Ltd. (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
7.	<p>(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document.</p> <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 www.mstcecommerce.com/eprochome/kopt of MSTC Ltd.</p>
8.	E-tender cannot be accessed after the due date and time mentioned in Schedule of Tender (SOT) or any extension thereof.
9.	Bidding in e-tender:

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

15.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
16.	The bid will be evaluated based on the filled-in technical & commercial formats.
17.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the Tenderer is found to be false during scrutiny or any time thereafter, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
18.	Necessary addendum / corrigendum (if any) of tender would only be hosted in the e-tendering portal of M.S.T.C.
19.	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC'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.
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.

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

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

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

2. The Bidder will be required to mention the Bidder's ID (The ID used by the Bidder for logging in the MSTC Website) and Bid Id (E-tender Number of the Tender against which the Bidders intend to submit Bid) and then Click 'VALIDATE'.

3. A webpage will populate where the Bidder will be required to select: Earnest Money Or Bid Document Fee, then indicate his Mobile Number and the CAPTHA displayed in the webpage.

4. Depending on the selection, another webpage will come up.

5. In case of selection of Earnest Money, The bidder will be required to select the option of With or Without Bank Guarantee. In case of Bids, where there is no option to pay through BG, the Bidders should select the option 'Without'.

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

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

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

7. Another webpage will come up and the Bidder will have the option to select payment methods from – (i) Internet Banking and (ii) NEFT/RTGS after agreeing with the terms and conditions by clicking the dialogue box appearing in the webpage.

8. In case of selection of Internet Banking, the bidder will be required to select any Bank of their choice and depending on the selection the bidder will then be guided to the webpage of the respective Bank. After validating the payment in the respective bank, the system will return to the Axis Bank Payment gateway.

9. In case of selection of RTGS/NEFT, the webpage will generate a payment advice.

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

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

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

10. For payment of Bid Document fee, identical process is to be followed.

11. The Bidders will be able to know the status of their payment by using the 'Enquire URN' facility by mentioning the URN Number in the Axis Bank login page. Until such time the payment is credited to HDC's A/C the system will show the status as 'Pending'.

12. The Bidders should note that until such time the status remains 'Pending', the payment is not made to HDC and mere generation of URN Number will not signify payment of EM or Bid Document Fee. Hence, if the status remains 'Pending' after some time of submitting the RTGS/NEFT payment request at their Bank, then the bidder should contact their Bank to enquire about the status of RTGS/NEFT request.

13. In case of any problem relating to use of the payment gateway the bidder should contact the tender inviting authorities whose phone number and email address is mentioned in the e-tender.

GENERAL INFORMATION & INSTRUCTIONS TO THE TENDERERS

1. Haldia Dock Complex, Kolkata Port Trust invites tender from experienced, bonafied and reliable contractors for supply & operation of launch between Roychak & Kukrahati under Haldia Dock Complex. The bidder shall have the experience of supply & operation of launch.
2. Rates shall include all charges relating to run the Launch which includes Registration, insurance premium, fitness certificate and other certificates, licenses, cost of all necessary fuel, lubricant, spares etc. and all costing relating to wages of labour required for smooth, efficient and satisfactory execution of the contract. The GST during the contract period shall be paid extra as applicable against submission of documents. Percentage of GST presently applicable shall be mentioned at Annexure – IV. Rates should also be quoted both in figures and words. In case, there is any difference between rates quoted in figures and in words, only the lower of the two versions shall be construed as correct and valid.
3. The tenderer shall quote rate against each items of the 'Schedule of Rates' separately. No alternative mode of offer shall be accepted. Incomplete 'Schedule of Rates' shall liable the tender to be rejected.
4. The 'Price Bid' of only Techno-Commercially qualified bidders will be opened on a schedule date as mentioned in Schedule of Tender (SOT).
5. The 'Techno-Commercial Bid' shall contain only the Techno-Commercial Part of this tender document agrees by the Tenderer without price part. Bidder shall not mention price in their Techno Commercial Bid.
6. The 'Price Bid' shall contain 'Schedule of Rates' duly filled by the tenderer. It is to be noted that the 'Price Bid' shall contain price only and no conditions whatsoever. Any condition imposed in 'Price Bid' shall make the bid liable for outright rejection.
7. The tenderer shall be deemed to have carefully examined and fully understood the Instruction to Tenderers, the Special Conditions of the Contract, Trustees' General Conditions of Contract, Scope of Work, Compensation, and Period of Contract etc.
8. The tender including Price Bid shall remain valid for acceptance for a period of 6 months from the date of opening of the tender.
9. The bidder must be GST registered.
10. **Eligibility Criteria**
- b) **The tenderer during a period of last 3 years (ending on 31.03.2017) should have Average Annual Financial Turnover of minimum of Rs 4.25 lakhs.**

Work Experience and Financial Capability :-

- a) **The tenderer must possess experience of having successfully completed works of supply and operation of launches in Govt./Public/Private Sector Enterprise during a period of last 7 years ending on 31.07.2017 as follows :-**

At least 1 Work order worth not less than	Rs 11.33 lakhs
At least 2 Work orders each worth not less than	Rs 7.08 lakhs
At least 3 Work orders each worth not less than	Rs 5.66 lakhs

11. Documents to be enclosed along with Techno-Commercial Bid.
 - a) Copies of Work Order(s) and Work Execution Certificate of having successfully completed works/ contracts in support of their claim of work experience.

Note: The work execution certificate must contain the following information such as i) Work Order number ii) Period of Contract iii) Actual Payment made for the contract/ works concerned.
 - b) Copies of Annual accounts, Audited Balance Sheet and Profit & Loss Account for last three financial year ending 31.03.2017.
 - c) Copy of GST Registration Certificate.
 - d) Copy of upto date Professional Tax Payment Challan for the tenderer & his employees.
 - e) Certificate of Survey (issued by IWT Directorate; Transport Dept. Govt. of West Bengal).
 - f) Copy of valid Certificate from R.P.F.C. & E.S.I.C. indicating respective Code No(s).
 - g) Copies of valid Trade License.
 - h) Certificate of Registration of Steam/Motor vessel under Inland Vessel Act, 1917 (I of 1917).
 - i) Partnership deed (duly attested) in case the tenderer is a partnership firm.
 - j) Certified copy of Memorandum of Association in case the tenderer is a company.
12. The cost of tender document is Rs. 2000 (Rupees Two Thousand only) which is non-refundable & non-adjustable. Tenderer should deposit tender document fee before filling and submission of bids.
13. The tenderer shall furnish the address of his Head Office & Local Office(s) with respective telephone numbers, mobile, fax, e-mail etc., if any.
14. Trustees reserve the right to accept or reject any tender either in part or in full without assigning any reason. Any incomplete tender is liable to be rejected. Trustees also reserve the right to place the order either in full or in part.
15. Before submitting the e-tender, the tenderer is advised to make inspection of the supply and running points to get fully acquainted with locations. Once a tender is submitted by a tenderer, he shall be deemed to have fully acquainted himself with the aspects of the tender, scope of work, etc. and he shall not be entitled to raise any claims or deviate from the tender conditions for any reasons whatsoever.
16. **Pre Bid Meeting:**
 - a. A pre bid meeting will be held on 15.09.2017 at 1100 hrs. at the office of Sr. Dy. Manager (Admin.); Jawahar Tower; Haldia Township- 721607.
 - b. The intending tenderers are advised to formulate their queries relating to the scope of work, terms and conditions of tender etc. as well as other clarifications/ details required by them from KoPT and forward the same by 14.09.2017 at 1600 hrs to the office of Sr. Dy. Manager(Administration), Haldia Dock Complex, Jawahar

Tower Annexe Building, P.O. Haldia Township, Dist. Purba Medinipur, West Bengal- 721607 (Fax No. 03224 - 263152, Email- sspandit.hdc@nic.in; samarb.hdc@gov.in so that the same may be discussed / clarified in the pre bid meeting.

17. **Banned or De-Listed Contractors :**

Tenderer must give a declaration to the effect that they have not been banned or de-listed by any Government or Quasi-Government Agency or PSU. If a tenderer has been banned/de-listed by any Government or Quasi-Government Agency or a PSU, the details must be clearly stated along with the relevant documents which the tenderer is to enclose together with the Techno-Commercial Bid. Such a declaration shall be given as per format given at **Annexure-V**.

NOTE: The tenderer shall also submit the following declarations along with the techno-commercial part of the tender: -

- ☐ A declaration that the tenderer(s) are fulfilling the eligibility criteria.
- ☐ A declaration that the tenderer(s) have not been de-barred / de-listed by any Govt. / Semi-Govt. / PSUs.
- ☐ A declaration that no change (in words, specification etc.) have been made in the submitted tender document vis-à-vis the tender document of HDC.

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
Office of the Admn. Division, Jawahar Tower Annexe,
P.O.: -Haldia Township, Dist.: Purba Midnapore.
E-mail id: sspandit.hdc@nic.in; samarb.hdc@gov.in
Fax No. 03224 263251

ANNEXURE –III

Commercial Terms & Conditions:

Sl. No.	Terms & Conditions	Response
1	<p>Scope of Works:</p> <p>Supply and operation of one wooden body motor launch of specifications given hereunder in good condition primarily for ferrying officials of Haldia Dock Complex (hereinafter referred as HDC) and/or HDC's guests between Kukrahati and Roychak / Diamond Harbour Jetty and execution of other related works in other places under control of HDC as per instruction Senior Deputy Manager (Administration), HDC.</p>	AGREE
2	<p>Specification of launch:</p> <p>2.1 Contractor shall have to supply good conditioned wooden body motor launch conforming to the minimum stipulations regarding length, breadth and HP of engine mentioned at Schedule – M of this tender document and acceptable to HDC. The launch provided shall have one cabin at the top deck. The cabin should be provided with sitting arrangements as per directions of HDC. The windows and doors of the cabin should be provided with glass fitted wooden shutter. At least 6 chairs and 4 chairs with arms should be provided at the upper deck for launch. The launch must be provided with shed in the front portion of the upper deck and suitable ladder for easy embarkation/disembarkation at the jetties.</p> <p>2.2 A silencer of sufficient capacity to reduce the noise of the engine to minimum should be provided.</p> <p>2.3 (a) The launch should be properly painted. (b) One fully equipped First Aid Box should be provided in the launch.</p> <p>2.4 The launch to be supplied should hold the following valid certificates during the entire period of the contract:-</p> <p>(a) Certificate of Survey (issued by IWT Directorate; Transport Deptt.; Govt. of West Bengal).</p> <p>(b) Certificate of Registration of Steam/Motor vessel under Inland Vessel Act, 1917 (I of 1917).</p>	AGREE
3	<p>Present utilization Patterns.</p> <p>Presently hired for above purpose on a regular basis. Their present utilization parameters, monthly average run is as follows:- 30.5 launch days and 200 trips cumulatively for one launch per month.</p>	AGREE

4	Participation : (a) Tenderers may submit offer Subject to specifically satisfy eligibility criteria as given at item no.9 in Annexure-II. .	AGREE
5.	Instruction to Tenderer –	
	<p>5.1 Estimated Cost</p> <p>Based on the expenditure incurred towards the present contract for supply and operation of launch under Haldia Dock Complex, the estimated expenditure for three years is likely to be Rs 42.48 lakh plus GST</p> <p>5.2 This quotation is for establishing the rates only. Requisition / Order for supply of launches shall be placed as per Trustees' requirement.</p> <p>5.3 a) Rates shall include all taxes and charges payable for running and operating the launches excluding GST.. b) GST as applicable would be paid in actual and should not be incorporated in the quoted rate. For this the successful bidder has to submit GST No. and other relevant documents as may be asked by Haldia Dock Complex after receiving order.</p> <p>5.4 The tenderer shall quote rate against each item of the 'Schedule of Rates' separately in figure as well as in words. No alternative mode of offer shall be accepted. Incomplete 'Schedule of Rates' shall liable the tender to be cancelled.</p> <p>5.5 The 'Techno-Commercial Bid' of the tender shall be opened at 1530 hrs. 04.10.2017 at the office of the Sr. Dy. Manager (Admn.) at Jawahar Tower, Haldia Township, Haldia – 721 607 and any tenderer or his authorized representative who wishes to be present at the time of the opening of the 'Techno-Commercial Bid' may do so.</p> <p>5.6 In case of unscheduled Holiday/Bundh on the last date of submission of tenders, the same will be automatically extended upto next working day. Similarly in case of unscheduled Holiday/ Bundh on the date of opening of bids, the same will be automatically extended upto next working day.</p> <p>5.7 The 'Price Bid' of only Techno-Commercially qualified bidders, will</p>	AGREE

	<p>be opened on a subsequent date for which date & time will be intimated separately to the concerned tenderers.</p> <p>5.8 The 'Price Bid' shall contain 'Schedule of Rates' duly filled in and signed. Any condition imposed in 'Price Bid' shall make the bid liable for outright rejection.</p> <p>5.9 The tenderer shall be deemed to have carefully examined and fully understood the Instruction to Tenderers, the Special Conditions of the Contract, Trustees' General Conditions of Contract, Specification of Launches, Escalation Clause, Scope of Work, Compensation, Period of Contract and other aspects which may directly or indirectly affect the contract.</p> <p>5.10 The tender including Price Bid shall remain valid for acceptance for a period of six months from the date of opening of the tender.</p> <p>5.11 The tenderer shall be required to produce the relevant certificates, the proof of having paid all taxes, insurance premium etc. and copies of survey certificate in respect of the launch intended to be supplied to the Trustees and all other relevant documents as mentioned at Clause 2.4 above viz. "Commercial Terms & Conditions" & clause 11 viz. "Instruction to the Tenderers" of the tender document in original as and when required by the Trustees.</p> <p>5.12 The tenderer shall furnish the address of his registered office, local office at Haldia with telephone numbers, fax numbers, email ids for all the offices concerned.</p> <p>5.13 The tenderer shall provide communication facility round-the-clock (means 24 hours in a day) in the launches at his own cost and expenses.</p> <p>5.14 Trustees reserve the right to accept or reject any tender either in part or in full without assigning any reason. Any incomplete tender is liable to be rejected.</p> <p>5.15 Trustees do not bind themselves to accept the lowest or any tender or to assign any reason thereof.</p> <p>5.16 KoPT's General Conditions of Contract shall be applicable for the present contract. The tenderers may like to inspect the same during office hours at the office of the Head of Administration Division, Haldia Dock Complex, Jawahar Tower, Haldia Township, Haldia -721 607. They may also download the same along with the tender document available at KoPT websites of KoPT at www.kolkataporttrust.gov.in www.haldiadock.wb.gov.in</p>	
6.	<p>Evaluation Criteria of Tender:</p> <p>The tenders will be examined and evaluated in the following manner:</p> <p>i) At first KoPT will examine whether the tender has been submitted in the manner provided under clause-7 viz. Instruction to the Tenderers.</p> <p>ii) KoPT will thereafter, examine whether the tenderer has submitted all necessary documents along with the techno commercial offer as mentioned at clause 11 of "instruction to the Tenderers" of the tender document</p>	AGREE

	<p>iii) After ascertaining that the tenderers have submitted all the requisite documents, KoPT will examine their techno commercial eligibility as per relevant clauses of the tender.</p> <p>iv) Price Bid of only those tenderers will be opened who will be found techno commercially eligible as per relevant clauses of the tender.</p> <p>v) Evaluation of the offers received from the techno commercially qualified tenderers will be based on the minimum financial involvement to the port. Evaluation would be made on the basis of rate quoted against items "A" of the schedule of rates only. Rate beyond fixed monthly running of 200 trips shall not be considered for evaluation purpose.</p> <p>vi) The bidder shall comply all requirements of the GST to enable KoPT to avail full credit.</p>	
7.	<p>Timings :</p> <p>8.1 The Duty hours of the launches would be round-o-clock means 24 hours in a day.</p> <p>8.2 For the purpose of this tender, the period of a 'day' means mid-night of a day to mid-night of the next day and 'month' means English Calendar month.</p>	AGREE
8.	<p>Requirement of launch :</p> <p>8.1 One wooden launch shall have to be supplied and operated every day by the contractor</p> <p>Note: KoPT shall have every right for discontinuation of hiring of the launch within a notice period of 90 days.</p> <p>8.2 Any-non-requirement of launch during any day in supersession of normal deployment shall be intimated to the contractor by the Head of Administration Division, HDC with prior notice of 24 hours. The contractor shall not be paid any of the charges as mentioned in the "Schedule of Rates" for any day of non-booking of the Launch.</p> <p>8.3 During currency of the contract, as and when required by HDC, the contractor may be required to provide additional launch of similar kind at the same rate, terms and conditions. Such additional launch shall have to be provided by the contractor to HDC within two days from the date of issue of the order in this regard by Sr. Dy. manager Administration Division, HDC failing which the contractor shall be liable to pay penalty for non supply in terms of Clause 10 of the commercial terms & conditions.</p>	AGREE
9.	<p>Accommodation :</p> <p>For housing the contractor's staff engaged in this work, the contractor shall have to make his own arrangement at his own cost and expenses.</p>	AGREE
10.	<p>Compensation for Non Supply of Launch :</p> <p>In case of failure to supply of launch, in addition to non payment of daily hire charge ,the contractor shall also be liable to pay compensation at the rate specified below :-</p>	AGREE

	<p>(a) Non-supply of a Launch : Rs. 4000/- per launch per day. For a day.</p> <p>(b) Part-failure of a launch : Rs. 500/- per launch per hour or during duty hours part thereof</p> <p>subject to the maximum of Rs. 4000/- per launch per day.</p> <p>Such recovery will be made from the running bill of the contractor.</p> <p>In the matter of recovery for non-supply/ part failure of launches, decision of Sr. Dy. Manager Administration Division, HDC shall be final and binding on the contractor.</p>	
11.	<p>Period of Contract :</p> <p>11.1 The contractor shall remain valid for a period of three years (36 months) from the date of commencement of work. The rates quoted by the tenderer in the 'Schedule of Rates' shall accordingly remain valid for the said period of three years and shall not undergo any variation whatsoever.</p> <p>11.2. Supply of launch may discontinue partially / fully or the contract may be foreclosed at the option of HDC, KoPT with 3 months notice any time during the currency of the contract. No payment as compensation or in any other form shall be made by HDC, KoPT to the contractor after expiry of the notice period mentioned above.</p>	AGREE
12	<p>Termination of Contract :</p> <p>12.1 If at any time during the period of contract it is observed that launch / launches is / are not being supplied as per desired specification and / or the legal obligations in respect of supply and operation of launches are not being fulfilled by the contractor and / or the numbers of launches required by HDC is decreased from its original estimate, the Head of Administration Division, HDC through his authorized representative shall assess the position and if he is in the opinion that the condition of the launches and / or the operation of the launches are not to the satisfaction of the management and / or legal obligations are not being fulfilled by the contractor and / or the necessity of hiring launches no longer exists, Head of Administration Division, HDC shall terminate full or part of the contract after giving 7 days notice and his decision in the matter shall be final and binding on the contractor.</p> <p>12.2 Upon termination of the contract, for the reasons attributable to the contractor as indicated in Clause 10 of the commercial terms & conditions, the Sr. Dy. Manager Administration Division, HDC shall be entitled to carry on the launch services at the risk and expenditure of the contractor through an independent agency for the balance period of the contract. The Sr. Dy. Manager Administration Division, HDC shall also be entitled to recover from the contractor in addition to any other amount, compensation or damages that HDC is entitled to in terms of the other relevant clauses in the contract.</p>	AGREE

13.	<p>Escalation :</p> <p>During the period of contract for three years the contractor shall not be entitled to receive any escalation for any increase in the price of labour, materials, spares, fuel or any other items.</p>	AGREE
14	<p>Operation and Maintenance Crew :</p> <p>14.1 The contractor shall at his cost maintain sufficient numbers of crews and serangs etc. with proper uniform for smooth and efficient running of the launches provided to HDC. The crew must possess, at all the time, valid license for operating launch and shall have sufficient experience in the line with good record of operating launch.</p> <p>14.2 The contractor shall be responsible for satisfactory service of his employees. In the event of HDC being not satisfied with the conduct of any crew member provided by the contractor, the contractor shall forthwith replace the crew concerned on being advised by the Sr. Dy. Manager (Admn.), HDC to do so.</p>	AGREE
15.	<p>Running and Maintenance :</p> <p>15.1 All the launches on hire shall be kept in good operating condition including chairs etc. & lighting arrangements in the night at all times during the period of contract.</p> <p>15.2 Procurement of fuel, lubricants, spares etc. shall be arranged by the contractor at his own cost.</p> <p>15.3 All maintenance, repairs, check up etc. shall be arranged by the contractor at his own cost.</p> <p>15.4 The contractor shall arrange for refueling of the launches without hampering HDC's works at his cost. If HDC's works suffer for refueling of launches, the same shall be dealt as per provisions of clause 10 of the Commercial Terms & Conditions.</p> <p>15.5 In case of breakdown/ accident or withdrawal of launch by the contractor for any reasons whatsoever, suitable replacement shall be immediately made by the contractor by providing another launch of required specification and acceptable to HDC. Otherwise, the same shall be dealt as per provisions of Clause 12 of the commercial terms & conditions.</p> <p>15.6 In case of abandonment of the work of supplying launch to HDC and of not operating the same within the contract period, HDC shall be at liberty to make alternative arrangement at the sole risk and cost of the contractor.</p>	AGREE
16.	<p>Contractor to indemnify KoPT.</p> <p>The contractor shall indemnify and keep indemnified KoPT and its every member, officer and staff of the KoPT against all actions proceedings, claims, costs and expenses whatsoever in respect of or arising out of any failure or default by the contractor in due performance of his obligations under this contract.</p>	AGREE

17.	<p>Earnest Money:</p> <p>17.1 Earnest Money of Rs.84,960/- (Rupees Eighty Four Thousand Nine Hundred Sixty only) shall be deposited by the tenderer along with the tender as mentioned in Scheduled of Tender (SOT).</p> <p>17.2 Tender submitted without Earnest Money and cost of tender document shall be rejected outright and their techno Commercial bids will not be opened.</p> <p>17.3 The Earnest Money is liable to forfeiture if the tenderer submits any forged documents or after submitting the tender withdraws from or modifies his offer unilaterally.</p> <p>17.4 The Earnest Money is liable to forfeiture if the successful tenderer fails to place the launches in time for pre-commencement inspection as stipulated in this tender..</p> <p>The Earnest Money deposited by the unsuccessful tenderers shall be refunded without any interest after finalization of the tender.</p>	AGREE				
18.	<p>Security Deposit :</p> <p>18.1 Successful tenderer shall have to submit Security Deposit amount computed as per the under noted percentage on the evaluated value of the tender as accepted by Kolkata Port Trust :-</p> <table><tr><th>Value of the work</th><th>% Security Deposit</th></tr><tr><td>More than Rs 20,00,000</td><td>10% on first Rs 10,00,000/- +7 ½ % on next Rs 10,00,000/- +5 % on balance amount</td></tr></table> <p>18.2 Security Deposit shall have to be deposited in the form of Demand Draft on any nationalized bank in favor of Haldia Dock Complex, Kolkata Port Trust and payable at Haldia or in Bank Guarantee [in a non Judicial Stamp paper of denomination of Rs. 50/- or more) and as per proforma available with the tender document] within a month from the date of commencement of the contract. If the successful tenderer fails to pay the Security Deposit as indicated above, the Security Deposit will be recovered from the running bill of the contractor for the first six months proportionately.</p> <p>18.3 The Security Deposit shall be held by the Sr. Dy. Manager (Administration), HDC as security for the performance of the contractor's obligation under the contract. The Security Money shall be refunded after successful completion of the contract without interest subject to recovery of damage and / or loss incurred, if any, by HDC due to default on the part of the contractor."</p>	Value of the work	% Security Deposit	More than Rs 20,00,000	10% on first Rs 10,00,000/- +7 ½ % on next Rs 10,00,000/- +5 % on balance amount	AGREE
Value of the work	% Security Deposit					
More than Rs 20,00,000	10% on first Rs 10,00,000/- +7 ½ % on next Rs 10,00,000/- +5 % on balance amount					
19.	<p>Payment of bills:</p> <p>19.1 The contractor shall submit bills (4 copies) every month along with the relevant log books and trip statements duly signed and filled to the office of Sr. Dy. Manager (Admn.)</p> <p>19.2 Payment will be made within 20 days (HDC/KoPT office working days) after the date of submission of clear and complete bill in all respect by the party.</p> <p>19.3 Payment to the contractor shall be made directly to the designated bank of the contractor through ECS mode.</p>	AGREE				

	<p>For which they/he would have to submit the following details:-</p> <p>1) Bank A/C No. 2) Name of Bank 3) Name of Branch 4) Branch Code 5) IFS Code (if applicable) 6) Full Address of Branch 7) FAX No. & phone No. of Branch. 8) GST No.</p>	
20.	<p>Supply of Sub Standard Launch :</p> <p>20.1 No relaxation shall be made regarding specification of launches as stipulated in the tender document.</p> <p>20.2 In case the contractor provides launch the standard of which is not upto the satisfaction of HDC and / or the launch supplied is not as per the specification as mentioned in Clause 2 of commercial terms and conditions, supply of launch will be treated as non-standard. Compensation under these circumstances will impose under clause 10 hereinabove. The rate of monthly charge shall be reduced @ 20% per day for the first ten days, @ 40% per day for the next ten days and @ 50% per day thereafter. If the sub standard launch is not replaced and utilised for more than 20 days, action in terms of Clause 12 of the commercial terms & conditions may also be taken.</p> <p>20.3 The decision of the Sr. Dy. Manager Administration Division, HDC in the matter shall be final and binding on the contractor.</p>	AGREE
21.	<p>Log Book :</p> <p>21.1 Printed Log Book in prescribed format shall have to be supplied by the contractor at his own cost for each launch.</p> <p>21.2 The contractor or the crew of the launch shall not write any thing in the Log Book. The elaborate description of journey shall be recorded in the Log Book for each trip and the same shall be signed by the authorized official of HDC. The corresponding, timings shall also be recorded in the Log book regularly. All empty run shall have to be certified by the caretaker, Kukrahati Jetty Camp.</p> <p>21.3 The details recorded in the Log Book and duly signed by the authorized official of HDC shall form the basis of payment.</p> <p>21.4 Payment shall be made strictly, as per provisions of the 'Schedule of Rates'. No other charges whatsoever shall be admitted separately.</p>	AGREE
22.	<p>Placing of launch for inspection before commencement of contract :</p> <p>22.1 The contractor shall place the launch at HDC's Kukrahati Jetty/ HDC's Tug jetty as per specification intended to be supplied to HDC along with relevant papers before Sr. Dy. Manager Administration Division, HDC for his acceptance within 10 days from the receipt of the order by the contractor for which no charges shall be paid by HDC.</p> <p>22.2 Failure to do so, the Earnest Money shall be liable to forfeiture without prejudice to any other action HDC may deem fit to take, and the offer of the contractor shall be liable to be rejected.</p>	AGREE

23.	<p>Periodical inspection during contract period :</p> <p>23.1 During currency of the contract, all the launches shall be subject to periodic inspection by a committee to be constituted by the Sr. Dy. Manager Administration Division, Haldia Dock Complex. If the launch is found to be unacceptable / sub-standard for service, the same shall be forthwith replaced / repaired by the contractor by another launch of required specification and acceptable to HDC.</p> <p>23.2 If the contractor does not discontinue supply of sub-standard launch to HDC, the rate of fixed charge for such sub-standard launch shall be paid in accordance with the provision of clause Clause 20 of the Commercial terms & conditions.</p>	AGREE
24.	<p>Permit/ Licence :</p> <p>All the launches supplied by the Contractor shall have permits / license issued by the concerned authority permitting use of the launches on hire (as applicable) and the contractor shall be responsible for obtaining such permit/ license. If Port Entry permit is required, contractor shall have to obtain at his own cost & arrangement. Trustees shall not accept any liability whatsoever in the matter.</p>	AGREE
25.	<p>Taxes, Labour Laws and other requirements :</p> <p>25.1 The contractor shall fulfill all legal obligations in respect of supply of launches. HDC shall accept no liability whatsoever in the matter including accident, damages etc. Incase of any injury/death due to accident ,the contractor shall pay adequate compensation him forthwith ,under intimation the Head of Administration Division, HDC.</p> <p>25.2 The contractor shall be fully and exclusively liable for the payment of any and all taxes now or hereafter imposed, increased or modified and all taxes now in force and hereafter increased, imposed or modified from time to time in respect of the above job and all contributions and taxes for unemployment compensation, insurance and old age pensions and amenities now or hereafter imposed by any law of the Government/local bodies which are imposed with respect to or covered by the wages, salaries or other compensations, paid to the persons employed by the contractor . HDC shall have no liability whatsoever concerning the employees of the contractor. The contractor shall keep HDC indemnified against all losses or damage or liability arising out of or imposed in the course of employing the persons or out of his relation with his employees. The contractor shall make regular and full payment of wages / salaries and other payments due to his employees and furnish necessary proof whenever required by HDC. The contractor shall be liable to pay any increase of wages/salaries of his employees during the contractual period under the provisions of Minimum Wages Act.</p> <p>25.3 The contractor shall be responsible for the compliance with all acts, laws and regulations applicable to the area with regard to the performance of work including the I.S.V. Act, Minimum Wages Act, Contract Labour (Regulation and Abolition) Act – 1970, Industrial Dispute Act – 1947, Shops and Commercial Establishment Act, ESI Act, Payment of Wages Act, Bonus Act, Employees Provident Funds Act, Factory Act, Workmen's Compensation Act etc. and such other applicable Central / State Acts from time to time and take such steps as may be deemed necessary in this regard.</p>	AGREE

	25.4	The contractor shall defend, indemnify and hold HDC harmless from any liability or penalty, which may be imposed by the Central / State Government or local authorities by reason of any regulations or requirements and also from all claims, suits arising out or by reason of the work provided by this contract including any liability that may arise out of any accident whether caused by the employees of the contractor or by the third parties or by the Central or State Government authority.	
	25.5	The contractor shall at his cost arrange all permits, permission / approval from any authorities whatsoever, in connection with plying of the launches.	
	25.6	The provisions of the EPF & MP Act – 1952 and the rules / schemes framed there under shall be applicable to the contractor and his eligible employees engaged for this work.	
	25.7	The contractor shall indemnify the Trustees from the possible future demand of workers/employees engaged by them under this contract, for absorption in HDC/KoPT. It shall be the responsibility of the contractor to address and solve such demands if such a situation arises. HDC/KoPT shall have no liability whatsoever in the matter.	
26.	The contractors will be issued permits, free of cost for their men, materials carrying transport equipment etc. when they are executing works awarded by KoPT,HDC inside prohibited areas .		AGREE
27.	Insurance : The launches provided to HDC at any point of time during the contract period shall be covered by the comprehensive insurance.		AGREE
28.	Agreement: The successful tenderer shall be required to execute at his own cost and expenses a "Contract Agreement" on a Non Judicial Stamp paper valued at Rs. 50/- or more signed jointly with HDC under official seals. Form of such agreement will be available in the office of the Sr. Dy. Manager Administration Division, Haldia Dock Complex.		AGREE
29.	Non-assignability : No part of the contract or any share or interest therein shall in any manner or degree be transferred or assigned or sublet by the contractor directly or indirectly to any person, firm or company whatsoever.		AGREE

30.	<p>Safety:</p> <p>The contractor shall adopt all necessary safeguards against hazardous and unsafe working conditions and follow all safety precautions for prevention of injury or accidents and for safeguarding life and property. The contractor shall comply with relevant provisions of Dock Workers (Safety .Health and Welfare) Regulation Act-1986 and Dock Workers(Safety .Health and Welfare) Regulation Act-1990.</p> <p>ii. The contractor shall provide all necessary first aid measures, rescue and life saving equipment which should always be available in proper working condition.</p> <p>iii. The contractor shall provide all relevant PPE's (Personal Protective Equipment) to all workers as will be directed by HDC/KoPT.</p> <p>iv. The Contractor shall adopt all the safety measures at his own cost.</p>	AGREE
31.	<p><u>Force Majeure:</u></p> <p>31.1 Force Majeure Event – Force Majeure Event shall mean any event or circumstance or a combination of events and/or circumstances which materially and adversely affect the successful bidder in due performance of its various obligations under the contract.</p> <p>31.2 Notice of Force Majeure Event – The successful bidder shall give notice to Haldia Dock Complex, Kolkata Port Trust in writing of the occurrence of the Force Majeure Event [“the Notice”] as soon as the same arises which in any event shall be within 24 hours from the time of occurrence.</p> <p>The notice shall inter-alia, include full particulars of:</p> <p>(a) The nature, time or occurrence and extent of the Force Majeure Event with evidence in respect thereof,</p> <p>(b) The duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the successful bidder to perform its obligations under the contract,</p> <p>(c) The measures which the successful bidder has taken or proposes to take, to alleviate the impact of the Force Majeure Event, and</p> <p>(d) Any other relevant information.</p> <p>31.3 Period of Force Majeure – Period of Force Majeure shall mean the period from the time of occurrence specified in the notice given by the successful bidder in respect of the Force Majeure Event until the earlier of:</p> <p>(a) Expiry of the period during which the successful bidder is excused from performance of its obligations in accordance with clause 12.1.</p> <p style="text-align: center;">Or</p> <p>(b) Termination of the contract pursuant to clause 12.2 hereof.</p> <p>31.4 Performance Excused – The successful bidder, to the extent rendered unable to perform its obligations or part thereof under</p>	AGREE

	<p>the contract as a consequence of the Force Majeure Event, shall be excused from performance of the obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event.</p> <p>31.5 Resumption of Performance – During the period of Force Majeure, the successful bidder shall make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations under the contract. The successful bidder shall also make efforts to resume performance of its obligations under the contract as soon as possible and upon resumption shall notify Haldia Dock Complex, Kolkata Port Trust of the same in writing.</p> <p>31.6 Extension of time for performance of obligations – Haldia Dock Complex, Kolkata Port Trust may grant extension of time to the successful bidder for the performance of any obligation by such period not exceeding the period during which the relative performance was affected by the Force Majeure Event. Such extension may include extension of the contract by Haldia Dock Complex, Kolkata Port Trust.</p> <p>31.7 Termination due to Force Majeure Event – If the period of Force Majeure continues or is in the reasonable judgment of the parties likely to continue beyond a period of 90 days, the parties may mutually decide to terminate the contract or continue the contract on mutually agreed revised terms.</p>	
32.	<p><u>Evaluation Criteria of Tender :</u></p> <p>Evaluation will be done, subject to fulfilling pre-qualification criteria and all required conditions including acceptance to terms & conditions contained in the tender, evaluation of the offers received from tenderers who will be found techno-commercially qualified by KoPT as per provisions of this tender will be based on the minimum financial involvement to the port. Evaluation would be made on the basis of rate quoted against items “A” of the schedule of rates only excluding GST. GST will be paid extra on actual basis. Rate beyond fixed monthly running of 200 trips shall not be considered for evaluation purpose.</p>	AGREE
33.	<p><u>GENERAL CONDITIONS OF CONTRACT</u></p> <p>Trustees' General Conditions of Contract shall also be applicable for this contract. The tenderers may like to inspect the same during office hours at the office of the Sr. Dy. Manager (Administration), Jawahar Tower Annexe Building, Haldia Township, Haldia, Dist. Purba Medinipur.</p>	AGREE

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

DECLARATION BY THE TENDERER FOR DOWNLOADING THE TENDER DOCUMENT

Sr. Dy. Manager (Admn)
Haldia Dock Complex

Tender No. ADMN/L/2017-20

**Name of work: SUPPLY & OPERATION OF LAUNCH BETWEEN RAICHAK &
 KUKRAHATI UNDER HALDIA DOCK COMPLEX, KOLKATA PORT TRUST.**

Name of the company:

Address:

Contact Person Name:

Phone:

Fax:

E-Mail Address:

Have you studied the Pre-Qualification requirement of the selected tender? Yes/ No

Is the company having valid Payment of Professional Tax for tenderer? Yes/ No

Is the company having valid Certificate from RPFC & ESIC, if applicable? Yes/ No

Is the company is being GST registered? Yes/ No

Rate of GST as applicable in percentage. -----%

Is the company submitted the break-up of the percentage of taxes presently applicable? Yes/ No

Is the company having valid Trade Licence? Yes/ No

Is the Company meeting the pre-qualifying criteria mentioned in the NIT? Yes/ No

Is the company furnished the documentary evidence against pre-qualification criteria along with his offer? Yes/ No

Is the company confirmed that the hard copy of tender being submitted is identical to the one downloaded from our web site? In case the same is found altered/ modified in any way, your offer shall be rejected forthwith and you may be barred from participating in future tender. Yes/ No

I / We agree to submit the copies of pre-qualification documents as per the Notice Inviting Tender along with our offer. I / We undertake and confirm that in case we do not submit these Pre- Qualifying document with our offer or the documents are not found in order by HDC / not acceptable to HDC our tender shall be rejected by HDC without any correspondence in this regard. Strike out whichever is not applicable for you.

Date: _____

**_____
 Signature of the Tenderer & Office Seal**

ANNEXURE – V

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

DECLARATION BY THE TENDERER

1. I / We have carefully examined and fully understood the Instruction to Tenderers, the Special Conditions of the Contract, Trustees' General Conditions of Contract, Specification of Launch (es), Escalation Clause, Scope of Work, Compensation, Period of Contract etc. and all other related documents and clauses in connection with this tender.
2. I/ We accept all the terms & conditions of the contract as mentioned in the Techno-Commercial Part of the tender.
3. I / We have submitted our offer for the subject work .
4. I / We have signed all the pages of the Techno-Commercial part of this tender document and have submitted the same with the Techno-Commercial part of my offer.
5. I / We have signed all the pages of the Price part of this tender document and have submitted the Price part separately following all necessary guidelines given in this tender document.
6. I/We have not been de-barred or de-listed by any Govt. or quasi-Govt. agencies or PSUs in India.
7. I/We declaration that no change (in words, specification etc.) have been made in the submitted tender document vis-à-vis the tender document of Haldia Dock Complex, KoPT.
8. I / We have deposited cost of tender document.
9. I / We have deposited Earnest Money of Rs.84,960/- (Rupees Eighty Four Thousand Nine Hundred Sixty only).
10. I / We have submitted copies of the required documents as mentioned at Clause 10 of the "General information & Instruction to to Tenderers".
11. I/ We have submitted detailed specification of the launches intend to supply as per Schedule – M given in this tender document
12. My local office and Kolkata office addresses and contact nos. are

Address

Telephone

Fax

Date :

Signature of the Tenderer
with office seal.

Witness :-

- | 1. | Name | Address | Signature |
|----|------|---------|-----------|
| 2. | | | |

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

To,
Sr. Dy. Manager (Admn.)
Haldia Dock Complex,
Kolkata Port Trust,
Jawahar Tower Complex,
P.O. Haldia Township,
Dist. Purba Medinipur,
Pin-721607 (W.B.)

Dear Sir,

1. We, _____ (Name of tenderer) having examined the Tender Document and understood its contents, hereby submit the Tender for supply & operation of launches under Haldia Dock Complex, Kolkata Port Trust.
2. We shall make available to Kolkata Port Trust (hereinafter referred to as KoPT) any additional information it may find necessary or require to supplement or authenticate the Tender.
3. We acknowledge the right to KoPT to reject our tender without assigning any reasons or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. We also certify the following:-
We/any of the consortium members have not been debarred by the Central/ State Govt. or any entity controlled by them or any other legal authority for participating in any tender/ contract/ agreement of whatever kind.
5. We declare that:-
We have examined and have no reservations to the Tender Document issued by KoPT thereon.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.
6. We understand that KoPT reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at anytime without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
7. _____ (Name of Tenderer) hereby undertakes that we will abide by the decision of KoPT in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by KoPT in this regard.

Thanking you,

Yours faithfully,

Signature of Power of Attorney
Holder(s).....
Name:

Designation:

Date:

Seal

ANNEXURE – VII
(to be downloaded, filled up, signed, scanned and uploaded)

SCHEDULE ‘M’

SPECIFICATION OF LAUNCH
(This should be filled up and submitted with the
Techno-Commercial part)

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

Date : _____

(Signature of the tenderer with office seal)

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

TENDER DOCUMENT

F O R

SUPPLY AND OPERATION OF
LAUNCH BETWEEN ROYCHAK AND KUKARAHATI
UNDER HALDIA DOCK COMPLEX

ANNEXURE-VIII**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX****SCHEDULE OF RATES**

Type of vehicle	Description	Rate (in Rs.)
Wooden Body Motor Launch (round-o-clock duty)	<p>(A) Fixed Charge :</p> <p>Fixed monthly charge for providing on hire one good conditioned motor launch (wooden) as per the Scope of Work and as per specification stipulated in Clause 1 & 2 of the Commercial terms & Conditions and acceptable to HDC, operating the same for round-o-clock and running 200 trips in a month (all days), maintaining the launch at all times in good and perfect condition including payment of all charges, registration, insurance premium etc., obtaining fitness and other certificates, licenses, providing all necessary fuel, lubricant, spares etc. required for smooth and efficient running of the launch including wages etc. for operating & maintenance of crews and all other charges and cost involved therein as per terms and conditions of the contract as mentioned at clause – 2 of Annexure-II. Rate / Trip shall be excluding of GST. GST shall be paid extra as applicable during the contract period against submission of documents and also as per direction of HDC.</p> <p>(B) Extra trip beyond 200 trips in a month as mentioned in “A” above.</p> <p>(C) Applicable GST in percentage on Rate under both BOQ item (A) & (B) above.</p>	<p>Rs. _____</p> <p>Rs. _____ Per Trip</p> <p>% ----- -----</p>

NOTE: ONE (01) TRIP MEANS STARTING FROM ROYCHAK TO KUKRAHATI & BACK.

ANNEXURE - IX

**SPECIMEN BANK GUARANTEE PERFORMANCE /
SECURITY DEPOSIT**

[The bank, as requested by the successful tenderer, shall fill in this form in accordance with the instructions indicated]

BANK GUARANTEE FOR SECURITY DEPOSIT

(To be submitted on Non-judicial Stamp paper of worth not less than Rs.50.00)

Name of Work: **SUPPLY & OPERATION OF LAUNCH BETWEEN RAICHAK
& KUKRAHATI UNDER HALDIA DOCK COMPLEX**

**To,
The Board of Trustees,
Port of Kolkata,
15, Strand Road,
Kolkata – 700 001.**

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

WHEREAS

The Board of Trustees for the Port of Kolkata, a body corporate – duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), (hereinafter referred to as “The Trustees”) have invited Tender No.

AND WHEREAS

Shri / Messrs..... a Proprietary / Partnership / Limited / Registered Company, having its Registered Office at..... (hereinafter referred to as “The Bidder” which expression shall mean and include their successors and assigns) have submitted their offer against the Bid.

AND WHEREAS

One of the terms of the Bid being that the successful Bidder should submit Security deposit in the form of an irrevocable and unconditional Bank Guarantee as a security against the event of the Bidder withdrawing their offer on any ground whatsoever during the period of validity of the offer and/or the Bidder fails to enter into Contract despite the Trustees select the Bidder as the successful Tenderer against the Bid.

We, Branch, Kolkata/Haldia, do hereby issue our irrevocable and unconditional Guarantee in favour of The Trustees for a sum of Rs..... only.

We, Branch, Kolkata...../Haldia, do on the advice of the Bidder, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs.....

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

sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the Bidder.

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

3. We Branch, Kolkata...../Haldia, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the entire validity period of the Bid including and extension thereof until the Bidder furnishes the requisite Performance Guarantee for the amount specified in the Tender in the prescribed Form in the event of the Bidder becoming the successful Tenderer and that it shall continue to be enforceable in the Trustees' claim have been satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said Bid have been fully and properly observed / fulfilled by the Bidder and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of day of 20..... and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto..... or any extension thereof made by us, Branch, Kolkata...../ Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required / determined by the Trustees, only on a written request by the Trustees to the Bidder for such extension of validity of this Bank Guarantee.

4. We, Branch, Kolkata...../Haldia, further agree that, without our consent and without affecting in any manner our obligations hereunder the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said Bid or to extend the validity period of the Bid or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the Bidder and to forebear or enforce any of terms and conditions relating to the said Bid and we..... Branch, Kolkata...../Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the Bidder or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the Bidder or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us, Branch, Kolkata...../Haldia.

5. We..... Branch, Kolkata...../Haldia, lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the Trustees in writing.

SIGNATURE.....

NAME.....

DESIGNATION.....

(Duly constituted attorney for and on behalf of)

BANK.....

BRANCH.....

KOLKATA...../ HALDIA

(Official seal of the Bank)

Note:

In case of foreign Bank Guarantee, it shall be routed through any Branch of corresponding Nationalized / Scheduled Bank in India and such corresponding Bank shall confirm the same and standby for all the commitments under the Bank Guarantee. In all cases, any dispute regarding Bank Guarantee will be adjudicated under the jurisdiction of Kolkata High Court.