

**KOLKATA PORT TRUST**

P & R Division

No. Plg/165/CCTV/11617

Dated : 16.03.2017

**Minutes of the pre-bid meeting held at 1200 hrs. on 09.03.2017 in the chamber of Jt. Director (P&R) in connection with the Tender for Supply, Installation and Commissioning of IP based Closed Video Transmission and Monitoring System (CCTV Surveillance System) at KDS, KoPT.**

(NIT No.: Plg/165/CCTV/2017/11561 dated 22.2.2017)

The list of officials present is given at Annexure – I.

No technical queries were received either through e-mail or was raised by the representatives of the firms present in the pre-bid meeting. However, on a query of Payment terms, it was informed that there will be no change in the payment terms as has been mentioned in the Tender document.

However, some changes in some of the clauses of the tender document have been incorporated as mentioned below. All the bidders are requested to submit their offers considering these modifications / changes.

1. **Clause 2.7** : The Format of Affidavit for Exemption in respect of ESI has been appended hereunder as Annexure-A and the related Format of Indemnity Bond has been appended hereunder as Annexure-B.
2. **Clause 4.3** : All intending bidders should submit VAT Registration Certificate.
3. **Clause 4.10(e)** : The clause may be treated as deleted.
4. **Clause 4.16(c)** : The clause may be read as “KDS, KoPT may at its sole discretion, extend the opening date by issuing a Notice in the official website of KDS, KoPT”.
5. **Clause 4.27(a)** : The clause may be read as “The bidder may substitute or withdraw its tender after submission before due date and time of submission of the tender. However, no refund of any fee or return of bids will be made in case of withdrawal”.
6. **Clause 4.27 (c)** : The clause may be read as “If the bidder withdraws its Bid during the interval between the specified date and time of submission of tender and expiration of the validity period of the tender, the Earnest Money Deposit would be forfeited.”
7. **Clause 4.32 - Taxes and Duties** : The clause is amended as under :

“The tenderer shall be entirely responsible for all taxes, duties and other such levies arising out of this contract (i.e. the quoted rate should be inclusive of all taxes & duties, octroi and other such levies) except Service Tax and Cess which will be payable extra at actuals, as applicable, on production of requisite documentary evidence. Kolkata Port Trust will not issue any Sales Tax Declaration Forms.

**Service Tax will not be taken for the purpose of evaluation. Hence, the bidder should not include Service Tax and associated Cess in his quoted rates. Service Tax and associated Cess should be indicated separately.**

Any modification (addition/deletion/alteration including implementation of GST, if any) in taxes or duties in future by the GOI subsequently will be adjusted separately at the material time. Therefore, the detailed tax break-up considered in the quoted price should also be submitted by the bidders along with their price bid in order to assess the impact of future tax levied subsequently, if any, on the contract price. Any offer without the detailed tax breakup, if becomes the lowest price bid and is accepted by KoPT with or without any negotiation of price, shall not be entitled for reimbursement of any additional amount due to modification of taxes or duties subsequently. But any recovery due on account of any modification in taxes subsequently, shall be determined and made by KoPT from the amount payable under the contract. Service Tax including applicable Cess would also be imposed on all deductions and penalties on the contractor. However, as KoPT is not Registered Body Corporate, it is not liable to pay Service Tax under “Reverse Charge” mechanism.

Deduction shall also be made from payments to the successful bidder towards income tax, if applicable, as per the laws and rules of Government in force at the time of payment, as KoPT is not a registered body corporate under Service Tax rule.

The bill/invoice to be submitted by the party should be in proper format as per Tax Rules.”

8. **Clause 6.13.3 -- Risk Purchase :** The fifth line should be read as .... **“The balance / remaining period/ portion of the contract and to recover the cost.... ..”**.

**Clause 6.24 (a) :** The words .... “Including extension thereof, if any” may be treated as deleted.

9. The following clauses as mentioned below are included and should be treated as part of the Tender document :

- i. CENVAT CRITERIA :** In the event of cenvatable bought out items, if any, the contractor is required to ensure that invoices are drawn in the name of contractor and it should be marked “account KOLKATA PORT TRUST” as per Cenvat Credit rules and regulations. KoPT would provide the Service Tax Registration No. for availing Cenvat Credit.

As far as possible items to be procured from first/second stage dealer and maintain the above formalities to the extent possible so that KoPT can avail the Cenvat Credit.

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

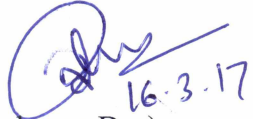
- ii. Way Bill :**

For interstate transfer, if the material is supplied to Kolkata Port Trust directly, the requirement of way bill should be confirmed by the vendor well in advance, giving required information and documents as per rules.

9. Annexure-VIII, Clause 7(iii)

Fifth line should be read as “ from any nationalized/scheduled bank of India preferably having office in Kolkata”

All the bidders are requested to note the changes mentioned above and submit their offer accordingly.



(Rebecca Das)  
Jt. Director(P&R)

**FORMAT OF AFFIDAVIT**

**On the Rupees Ten Non – Judicial Stamp Paper**

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

**AFFIDAVIT**

I ----- son of ----- aged about -----  
-----Years , by faith ----- , by occupation -----, residing at-----  
-----

do hereby solemnly affirm and declare as follows:-

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

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

2. THAT my aforesaid Firm is exempted from E.S.I. Act and the said Firm has no valid E.S.I Registration.
3. THAT the present affidavit is to be files before the Kolkata Port Trust as per the clause no ----- of Tender no-----issued by Kolkata Port Trust in respect of the work (the name of the work is to be mentioned)

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

DEPONENT

Identified by me

(FORMAT OF INDEMNITY BOND)

**On the Rupees Fifty Non – Judicial Stamp Paper**

**INDEMNITY BOND**

By THIS BOND I, Shri/Smt-----, son of Shri/Smt-----  
----- Residing at-----  
----- by occupation -----the Partner/Proprietor/Director-----having office  
at----- am a tenderer under -----  
Department, Kolkata Port Trust(A statutory body under MPT Act, 1963).

- 2 WHEREAS , the said Kolkata Port Trust asked the every tenderer, who is not covered under E.S.I Act or exempted to furnish an Indemnity Bond in favour of ----- Department, Kolkata Port Trust against all damages and accident to the Labourer Tenderer/contractor.
- 3 NOW THIS BOND OF INDEMNITY WITHNESSTH THAT the Tenderer/contractor named herein above shall indemnify the Kolkata Port Trust AGAINST ALL DAMAGES AND ACCIDENT OCCURRING TO THE Labourers of the Tenderer/contractor as demanded by the Kolkata Port Trust and which shall be legal and /or claimed by the Kolkata Port Trust during the execution of the work stated in the NIT No----- of -----  
----
- 4 AND the contractor hereunder agree to indemnity and at all times keep indemnified the Kolkata Port Trust and its administrator and representative  
And also all such possible claim or demand for damages and accidents.

In WITNESS WHEREOF I-----, the Partner/Proprietor/Director----- Hereto  
set and seal this the----- Day of-----

In the year----- at-----

**Sureties**

Signature of the Indemnifier

1 Signature  
Name:-  
Address

2 Signature  
Name:-  
Address

**3 Witness**

Signature  
Name:-  
Address

**List of officials present in the Pre-bid Meeting for CCTV Surveillance System held in the chamber of Jt. Director (P&R) at KoPT Head Office on 9.3.2016 at 1200 hrs.**

	<b>Representatives of KoPT</b>		<b>Representatives of Bidders</b>
1	Smt. Rebecca Das, Jt. Director(P&R)	1	Shri Rahul Gomes, Techniche Consulting Services
2	Shri J. Banerjee, Sr. Dy. CAO-II	2	Shri Raja Goel, Pan Intellecom Ltd.
3	Shri T.K. Hazra Chowdhury, Sr. Dy. Secretary-I	3.	Shri Darpan Sett, Impulse Networks (P) Ltd.
4	Shri S. Chakraborty, Dy. Director (EDP)	4.	Shri Dinesh Mishra, GS Computel