



कोलकाता पत्तन न्यास
KOLKATA PORT TRUST



HARBOUR MASTER (PORT)'S OFFICE"

SUBHAS BHAVAN", 1ST FLOOR,

40, C.G.R. ROAD,

KOLKATA - 700 043, WEST BENGAL

PHONE / FAX NO. - 2439 - 1730

NOTICE INVITING TENDER

TENDER NO. MRN/HMP/2/8/79

DATED : March 14, 2016

INTRODUCTION OF WORK

Sealed Tenders are invited from bonafide reputed Firms for salvaging and relaying of Outer Flood mooring buoy of No. 1 Baj Baj moorings and to relay the buoy in the original charted position with the salvaged / new moorings.

For participation in the Tender, Earnest Money of `6,000/- will have to be deposited by Demand Draft / Pay Order as applicable.

The Tender documents can be downloaded directly from the KoPT website www.kolkataporttrust.gov.in and will also be available in Central Public Procurement Portal – <http://eprocure.gov.in>.

Interested Firms are advised to inspect the location of the above work with prior intimation in writing to the Harbour Master (Port) for obtaining necessary permission thereof.

It is to be noted that the past and the present performance of Contractors would be assessed before processing of the Tender and Firms found not having satisfactory performance will not be allowed to participate in the Tender.

SCOPE OF WORK

Salvaging and relaying of Outer Flood mooring buoy of No. 1 Baj Baj moorings and to relay the buoy in the original charted position with the salvaged / new moorings (if required).

**THE ABOVE WORK IS TO BE COMPLETED WITHIN THE 15 (Fifteen)
DAYS OF TIME FRAME FROM THE ISSUANCE OF WORK ORDER**

INSTRUCTIONS

1. The tenderer shall examine carefully the general condition of the Tender and terms and conditions of the Tender and the technical and commercial aspects. All costs, charges and expenses that may be incurred by the tenderer in connection with the preparation of his Tender shall be borne by him and Trustees' accept no liability whatsoever thereof.
2. Tender documents may be downloaded by the interested contractors (Cost of Tender documents `100/- to be deposited at the time of submission of Tender) or the same may be availed from the *Office of the Harbour Master (Port), "SUBHAS BHAVAN", 1st Floor, 40, C.G.R. Road, Kolkata – 700 043*, against payment of cost of Tender document of `100/- only.
3. Sealed Tender is to be submitted in person within the specified date and time. No Tender shall be accepted on expiry of the scheduled time of submission.
4. Mere issue of submission of Tender document 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 opening of Tender document. In case there is an un-scheduled holiday / strike on the prescribed last date of submission and opening of the bid, the next working day will be treated as the scheduled prescribed day for the same.
5. Each tenderer shall deposit Earnest Money of `6,000/- only in the form of either Banker's Cheque / Demand Draft / Pay Order (Payable at Kolkata) favouring the "**Kolkata Port Trust**" and a copy of the receipt of such deposit and receipt of the `100/- being the cost of Tender document shall have to be submitted along with the Tender document without which his Tender will not be considered.

Tenders must be submitted in one sealed main cover super scribed in bold letters, "**Tender for salvaging and relaying of Outer Flood mooring buoy of No. 1 Baj Baj moorings and to relay the buoy in the original charted position with the salvaged / new moorings.**"

6. The main cover shall contain Two separate sealed covers One marked '**TECHNICAL BID (COVER-I)**' and another "**PRICE BID (COVER-II)**"
7. All envelopes i.e. the main cover, each of the above Two covers inside it (i.e. Technical Bid and Price Bid) shall clearly bear the complete Name and Address of the tenderer.
8. Tenders must be submitted to the Harbour Master (Port) not later than 1100 hrs. on 05.04.2016. Tenders not received in time due to any cause whatsoever will not be considered.
9. Techno-commercial bid will be opened at 1200 hrs. on 05.04.2016 and Price bid will be opened on 07.04.2016 in the presence of the tenderer in the room of Harbour Master (Port), KoPT

TENDER AUTHORITY : HARBOUR MASTER (PORT)
 "SUBHAS BHAVAN", 40, C.G.R. Road,
 Kolkata - 700 043

Cost of Tender document	` 100/- to be deposited by way of Banker's Cheque payable to " Kolkata Port Trust "
Earnest Money deposit	` 6,000/- to be deposited by way of Banker's Cheque / Draft / Pay Order payable to " Kolkata Port Trust "
Security Deposit	10% of the contract value.
Sale of Tender Documents	From 14.03.2016 to 05.04.2016 during office hrs. (Except Saturday, Sunday and Holidays)
Last date of submission of Tender document	Up to 1100 hrs. on 05.04.2016
Pre-bid meeting	On 22.03.2016
Opening of Techno-commercial bid	1200 hrs. on 05.04.2016
Opening of price bid	On 07.04.2016
Validity period of Price Bid	6 Months from the date of opening of the Tender.
Completion period of the entire job	15 days only.

PRE QUALIFICATION CRITERIA

10. Tenderer must be experienced, bonafide and reliable in carrying out the above work.
11. Experience of having successfully completed similar contracts during the last 7 years ending 31.03.2015 should be either of the following:
 - a. **Three** similar completed works each costing not less than 40% of the tender value.
 - b. **Two** similar completed works each costing not less than 50% of the tender value.
 - c. **One** similar completed work each costing not less than 80% of the tender value.

"Similar completed works" means laying and re-positioning of mooring buoys.
12. Average annual financial turnover of the Tenderer should not be less than 30% in any one year during the last three years ending March, 2015. The certified copies of Balance Sheet as well as Profit and Loss Accounts are required to be submitted.
13. The Tenderer must substantiate their experience by valid documents such as Work Order, Performance Certificate, and Completion Certificate etc.
14. The Tenderer shall be required to submit valid Trade License, PAN, Service Tax Registration certificate.
15. The past and present performance of contractors would be assessed before processing the tender and Firms found not having satisfactory performances will not be allowed to participate in the tender.

GENERAL CONDITIONS OF THE TENDER

16. The Tenderer shall abide by the general condition of contract 1993, Contract Labour (Regulations & Abolition) Act 1970, Building & Other Construction Workers (Regulation of employment and condition of service) Act 1996. Workmen's Compensation Act 1923 and relevant provisions of the General Condition of Contract for engaging any contractor in KoPT work.
17. Each Tenderer shall be required to deposit Earnest Money of `6,000/- only by way of Bankers Cheques / Draft / Pay Order (payable at Kolkata) favouring the "**Kolkata Port Trust**" and a copy of the receipt of such deposit and the receipt of the `100/- being the cost of tender document shall have to be submitted along with the tender document, without which his tender will not be considered.
18. **Security Deposit**
10% of the contract value will be deducted from the final bill as Security Deposit after adjusting the Earnest Money deposit of `6,000/-.
19. ***Guarantee Period:*** All works to be guaranteed for a period of satisfactory service of 6 (Six) months from the date completion of the total work excepting in case of any accident.
20. **Security Deposit** will be refunded to the contractor on satisfactory completion of the work and submission of requisite certificate issued by appropriate authority on completion of guarantee period of **6 months. No interest** shall be paid to the contractor on the amount of Security Deposit.
21. In the case of **unsuccessful** tenderer, the Earnest Money will be refunded without any interest as soon as possible after the completion of the tendering process.

CONTENTS OF TECHNICAL BID

22. Brief particulars of the firm.
23. Copy of tender document duly signed in each page with the price column left blank.
24. A declaration by a letter stating unqualified acceptance of all terms and conditions of the NIT (Annexure-III).
25. Copies of Performance Certificates / Completion Certificate / Work Orders of previous work carried out with the values as shown above. The successful tenderer shall be required to produce on demand the original certificates for inspection prior to placement of order.
26. "Form of Tender" (as given in Annex – 1) duly signed.
27. Copies of Treasury Receipt showing payment made towards Earnest Money and cost of tender document.

28. A blank Price Bid (as per attached format of bill of quantity, Annex – II) counter signed by the tenderer with the confirmation that the price quoted in sealed cover all works and condition specified.
29. Current Trade License, Sales Tax Certificate / VAT Clearance Certificate, if applicable and audited balance-sheet for last 3 years. Authentic documents related to registration under Service Tax authority and ESI authority, documents related to compliance of minimum wages act.
30. Copy of Profit and Loss Account and Balance Sheet as proof of financial turn over.
31. Photo copy of PAN Card and details of ECS like i) Name of the bank, ii) Address, iii) Account number to be submitted.

CONTENTS OF PRICE BID

The price, in Indian Rupees in the format (as given in Annex – II) shall be the only content in the Price Bid (Cover – II). If any condition are indicated in the Price Bid or if any deviations whatsoever from the accepted format are found, then the tender will be rejected.

SPECIAL CONDITION OF THE CONTRACT

32. Necessary insurance coverage, if any for his workmen is to be arranged by the contractor. He shall also have to insure the personnel against any injury or death etc. and the charges for this shall be borne by the contractor.
33. The contractor shall be solely responsible for the satisfaction of and shall at all time indemnify the Trustees' against any claims or actions arising from accident or injuries to workmen or other persons or damage to property which may arise during the execution of this contract or from the breach of any law or regulation prior to completion of the job.
34. The contractor shall have to indemnify KoPT regarding any loss or damage suffered by him or his employees and also to indemnity against any third party claim, which may arise while carrying out the aforesaid assignment.
35. The contractor shall also have to follow all the relevant labour laws including Labour Wages Act which are in force and Trustees shall not be responsible / liable in case of any violation thereof in any way. The contractor shall have to settle or to pay all damages or claims, if any passed by any legal authority in any dispute between the contractor and his labourer and KoPT will not be responsible / liable in such disputes.
36. The contractor shall be deemed to have indemnified the Trustees against all claims, demands, actions and proceedings and all cost arising there from on account of pollution of waterways and damaged caused to river, sea or any other structure related to water way in transporting contractors plant and materials.
37. The Trustees' reserve the Right to disqualify the Tender, in case they are satisfied that any bribe, commission, gift or advantage has been given, promised or offered by the tenderer or on behalf of the tenderer to any officer, employee or representative of the Trustees' or to any persons on his or their behalf in relation to acceptance of the Tender.

38. The work is to be carried out with minimum possible hindrance of traffic movement.
39. **Default of the contractor, Remedies and Power / Termination of the Contract:** Without being liable for any compensation to the contract, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the contractor there from after giving him a minimum three days notice in writing, due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Mooring Master shall be final and conclusive.
- a. The contractor has abandoned the contract.
 - b. In the opinion of the Mooring Master, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of contractor's lapse.
 - c. The contractor is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
40. On failure of contractor not completing the job / willful delay, the work may be ordered to be completed by some other Agency at the risk and expense of the contractor, after a minimum three days notice in writing has been given to the contractor.
41. **Interest not admissible to contractor:** No claim for interest shall be admissible to the contractor at any stage and in respect of any money or balance which may be due to the contractor from the Trustees, for any delay on the part of the Trustees in making interim or final payment or otherwise.
42. In case of any dispute arising out of the contract, decision of the Chairman, KoPT shall be binding and final on the contractor.
43. The tender should remain valid at least for 6 months from the date of opening of the tender.
44. The Trustees' for the Port of Kolkata do not bind themselves to accept the lowest of any offer / tender, without assigning any reason whatsoever.
45. In case the mooring materials cannot be salvaged, new mooring materials as required are to be purchased. In case, procurement of new mooring materials are required, 3 quotations need to be submitted by the contractor for bought out items and lowest quotation if found justified will be accepted. All the mooring materials e.g. anchors, chains, shackles are to be certified by IRS / MMD / IWAI. The certificates along with the Bills are to be produced. Unit rate of the items as mentioned are to be quoted separately in case they are required. Payments will be made on the basis of actual materials which will be required for relaying the mooring buoy.
46. Any item under BOQ may be deleted, if considered not necessary by the engineer of the contract.
47. KoPT reserves the right to accept or reject any offer either in part or in full without assigning any reason whatsoever.

48. **Evaluation Criteria of the Price Bid.**

The tenderer will have to quote the cost of salvaging of Outer Flood mooring buoy of No. 1 Baj Baj moorings and to relay the buoy in the original charted position with the salvaged / new mooring materials. Evaluation of the Tender will be made on the basis of Price quoted in the Price Bid format of the lowest bidder qualifying technically.

49. No correspondence whatsoever will be entertained on the tender after opening of the Price Bid.
50. **Time of Completion:** Stipulated time for completion of the entire job as stated in the scope of work shall be **limited to 15 days only**.
51. The *starting date of contract* will be taken from the date of issuance of formal work order.
52. **L.D. Clause:** ½% of the contract amount per week of delay or part thereof to a maximum ceiling of 10% will be applicable.
53. **Supervision:** The job is to be carried out under supervision *and* satisfaction of Mooring Master / Harbour Master (Port).
54. **Force Measure :** In the event of the contractor, KoPT being prevented from fulfilling its obligation or part thereof arising out of this contract due to any Force Measure event like acts of God (flood, earthquake etc.) or war, civil commotion, strike etc., the affected party shall forthwith but in no case later than 24 hrs. from the commencement of such event, intimate the other party as to the commencement of such event and continue to intimate after every 7 days during continuance of such event. The affected party shall, upon cessation of such event, promptly inform the other party and shall commence in obligation in part or in full arising out of this contract, which was kept suspended due to such events of “Force Measure”.
55. The successful tenderer will be issued permits, free of costs for their men, materials, carrying transport, equipment, etc. for the purpose of execution of the work awarded to him.
56. **Payment term :** Payment will be made on satisfactory completion of the job and after submission of the bills in triplicate along with Work Done certificate.
- a. If new mooring materials are required to be purchased, the contractor needs to submit 3 quotations and the lowest quotation will be accepted if found justified. Re-imbursment of cost will however, be made on production of bills along with purchase documents at actual cost of the material including taxes and duties as applicable plus 10% handling and transportation charges on the basic cost of material.
 - b. Any additional taxes/levies if imposed by any statutory body after the date of pre bid techno commercial discussion would also be reimbursed by KoPT subject to submission of documentary evidence of such additional taxes / levies to the appropriate authority.

57. KoPT will pay the bill through ECS. For this, the successful tenderer shall have their Bank Account within the ECS zone prescribed by RBI and to ensure receipt of payment of bills from KoPT, they shall furnish the following information immediately after receipt of Work Order.
- a) Bank Account No. of the contractor
 - b) Type of Account – Savings / Current / Cash Credit
 - c) Name of the Bank with Code No.
 - d) Name of the branch with Code No. along with location
 - e) MICR No.
 - f) PAN
58. All other conditions not mentioned herein will be as per “General Conditions of Contract of KoPT (1993)”, available in the KoPT website www.kolkataporttrust.gov.in.

(A. AHMED)

Harbour Master (Port)

KOLKATA PORT TRUST

MARINE DEPARTMENT

FORM OF TENDER

(To be submitted with Technical Bid Part -I)

TENDER NO. MRN/HMP/ 2/8/79 dated 14.03.2016

The Harbour Master (Port)

I/We _____ of _____
_____ having examined the site of work and read the specifications, general and special conditions of contract and conditions of tender and also General Condition of Contract of KoPT here by undertake to execute and complete all works required to be performed in accordance with the specification. Bill of quantities, General & Special condition of contract prepared by or on behalf of the Port Trust for and at the rates and price set out in the annexed Bill of Quantities from the date of order to commence the work up to the last date of contract period and in the event of our tender being accepted. I/We also undertake to enter into a contract if required, to give effect to the acceptance of the tender.

I/We have deposited with the Port Trust's Financial Advisor a sum of `6,000/- vide Receipt No. _____ as Earnest Money and a sun of `100/- vide Receipt No. _____ being the cost of tender document.

I/We agree that the period for which the tender shall remain open for acceptance shall not be less than four months.

Date :

Signature of Contractor

Name

Address:-

TENDER NO. MRN/HMP/ 2/8/79 dated 14.03.2016

PRICE BID (Cover II)

BILL OF QUANTITY

Description of work	Rate	Nature of charge Amount in figure and words
Salvaging and relaying of Outer Flood mooring buoy of No. 1 Baj Baj moorings and to relay the buoy in the original charted position with the salvaged / new moorings.	Lump sum rate to be quoted	

Total amount in words Rs.....

Date..... **Permanent Income Tax Account Number**

Date :.....

Signature of Tenderer

Name :

Address :

The Harbour Master (Port),
Kolkata Port Trust,
“SUBHAS BHAVAN”,
40, C.G.R. Road,
Kolkata – 700 043.

Dear Sir,

Sub: Unqualified acceptance of the Terms and Conditions enumerated in the Tender No.Mrn/HMP/2/8/79 dated 14.03.2016 for salvaging and relaying of Outer Flood mooring buoy of No. 1 Baj Baj moorings and to relay the buoy in the original charted position with the salvaged / new moorings.

I / we hereby accept all the terms and conditions as enumerated in the Tender documents bearing No. Mrn/HMP/2/8/79 datd 14.03.2016 for the salvaging and relaying of Outer Flood mooring buoy of No. 1 Baj Baj moorings and to relay the buoy in the original charted position with the salvaged / new moorings, subject to the decision taken in the Tender Committee Meeting to be held in this respect.

Yours faithfully,

Tenderer

Date _____

Signature of

(With Official Seal)

Name _____

Address _____

FORMAT OF AGREEMENT
(on Rs. 50/- STAMP PAPER)

This agreement made on theday of2016 between the Board of Trustees of the Port of Kolkata, a Body Corporate constituted by the Major Port Trust Act 1963 (No.38 of 1963), having its Head Office at 15, Strand Road, Kolkata – 700001, herein after called “Trustees” (which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part and M/shaving its registered office athereafter called the “Contractor” (which expression shall unless excluded by or repugnant to the context, be deemed to include its assignees or successors in office) on the other part.

WHEREAS THE Trustees are desirous of salvaging and relaying of Outer Flood mooring buoy of No. 1 Baj Baj moorings and to relay the buoy in the original charted position with the salvaged / new moorings and have accepted a tender by the contractor for the said work.

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.

The following documents shall be deemed to form and be read and construed as part of the agreement, viz:-

The Tender/offer and the acceptance of the Tender/offer including the terms and conditions finalised as per terms and conditions finalised and accepted by both parties prior to opening of price bid submitted by the contractor.

The Trustees General Conditions of Contract, unless superseded by documents identified in 2.1 above.

The price bid as submitted by the contractor and as accepted by the Trustees.

The work orderdated.....

All correspondence and minutes of the meeting by which item 2.1 to 2.4 is added, amended, varied or modified in any way by mutual consent.

In consideration of the payment to be made by the Trustees to the contractor as hereinafter mentioned, the contractor hereby covenants with the Trustees to execute the work of salvaging and relaying of Outer Flood mooring buoy of No. 1 Baj Baj moorings and to relay the buoy in the original charted position with the salvaged / new moorings in conformity with the specification mentioned in the tender

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

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

The common seal of the Trustees for the DIRECTOR MARINE DEPARTMENT Port of Kolkata was hereunto affixed in the

Presence of Authorised Signature of the Contractor

Common Seal of the Contractor.

Witness

1.

2. -----

FORMAT OF AFFIDAVIT FOR ESI EXEMPTION

On the Rupees Ten Non judicial stamp paper

BEFORE THE 1ST. CLASS MAJISTRATE AT

AFFIDAVIT

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

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

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

That my aforesaid firm is exempted from E.S.I. Act and the said firm has no valid E.S.I. registration.

3. That the present affidavit is to be files before the Kolkata Port Trust as per the clause No.... of the tender No..... issued by Kolkata Port Trust in respect of the work (the work is to be mentioned.)

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

Identified by me. DEPONENT

INDEMNITY BOND

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

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

NOW THIS BOND OF INDEMNITY WITNESSETH THAT the tenderer /contractor
named herein above shall indemnify the Kolkata Port Trust against all damages and
accidents occurring to the labourers of the tenderer/ Contractor as demanded by the
Kolkata Port Trust and which shall be legal and /or claimed by the Kolkata Port Trust
during the execution of the work stated in the NIT No..... of

AND the contractor hereunder agree to indemnify and at all times keep indemnified the
Kolkata Port Trust and its administrator and representative and also all such possible claim
or demand for damages and accidents.

IN WITNESSETH WHEREOF I,, the Partner/Proprietor / Director
..... hereto set and seal this theday of
..... in the yearat

Sureties: Signature of the Indemnifier

a) Name :
Signature :
Address :

b) Name :
Signature :
Address :

c) Witnesses

Name :
Signature :
Address :