

**HALDIA DOCK COMPLEX,**  
**KOLKATA PORT TRUST**

***TENDER FOR***

***Survey of KoPT land at Haldia, Preparation of  
Geo-referenced maps, Digitization of records  
and Publishing of the information over www***

**TENDER NUMBER**  
**AD/E/1251/GIS/II/2017**

**E-TENDER NUMBER**  
**KoPT/Haldia Dock Complex/Admn. Div/8/17-18/ET/140**



**ADMINISTRATION DIVISION**

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## **DISCLAIMER**

The information contained in this Notice Inviting Tender and Tender Document or subsequently provided to bidder(s), whether verbally or in Documentary or any other form by or on behalf of Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT) or any of its employees or advisers, is provided to bidder(s) on the terms and conditions set out in this Notice Inviting Tender and Tender Document and such other terms and conditions subject to which such information is provided.

This Notice Inviting Tender and Tender Document is not an agreement and is neither an offer nor invitation by HDC, KoPT to the prospective bidder(s) or any other person. The purpose of this Notice Inviting Tender and Tender Document is to provide interested parties with information that may be useful to them in the formulation of their Bids/Tenders pursuant to this Notice Inviting Tender and Tender Document. This Notice Inviting Tender and Tender Document include statements, which reflect various assumptions and assessments arrived at by HDC, KoPT in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require. This Notice Inviting Tender and Tender Document may not be appropriate for all persons, and it is not possible for HDC, KoPT, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Notice Inviting Tender and Tender Document. The assumptions, assessments, statements and information contained in this Notice Inviting Tender and Tender Document may not be complete, accurate, adequate or correct. Each Tenderer should, therefore, conduct own investigation and analysis and check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Notice Inviting Tender and Tender Document and obtain independent advice from appropriate sources, for which HDC, KoPT shall neither be responsible nor incur any financial cost or expense.

Information provided in this Notice Inviting Tender and Tender Document to the bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. HDC, KoPT accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

HDC, KoPT, its employees and advisers make no representation or warranty and shall have no liability to any person including any Tenderer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Notice Inviting Tender and Tender Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Notice Inviting Tender and Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Notice Inviting Tender and Tender Document or arising in any way in this Selection Process.

HDC, KoPT also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Tenderer upon the statements contained in this Notice Inviting Tender and Tender Document.

HDC, KoPT may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Notice Inviting Tender and Tender Document. The issue of this Notice Inviting Tender and Tender Document does not imply that HDC, KoPT is bound to select a Tenderer or to appoint the Selected bidder, as the case may be, for the project and HDC, KoPT reserves the right to reject all or any of the Bids/Tenders without assigning any reasons whatsoever.

The Bidder/Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid/Tender including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by HDC, KoPT or any other costs incurred in connection with or relating to its Bid/Tender. All such costs and expenses will remain with the Tenderer and HDC, KoPT shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Tenderer in preparation or submission of the Bid/Tender, regardless of the conduct or outcome of the selection process.



**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

**NOTICE INVITING TENDER (NIT)**

E-Tender under single stage two-part system (**Part I: Techno-Commercial Bid** and **Part II: Price Bid**) are invited from reputed and experienced organizations for Survey of land under Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT) at Haldia and it's associated features, preparation of geo-referenced maps, digitization of records and publishing the geo-referenced information over WWW with time-to-time modification of the revised outputs ,for a period of 5 years .

The Tender Document may be seen from MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com), <https://eprocure.gov.in> and [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in). However, Corrigendum / Addendum / clarifications, if any, shall be hosted only on MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) and [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in).

Further, intending bidders shall submit their bid electronically only through MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com). Tenderers should visit the websites frequently. [Any clarification on technicality of submission of bid for e-tendering, queries may be sent to email of MSTC website [www.mistecommerce.com](http://www.mistecommerce.com)]

**SCHEDULE OF TENDER (SOT):**

a.	<b>TENDER NO.</b>	<b>AD/E/1251/GIS/II/2017</b>
b.	MODE OF TENDER	e-Tender System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> 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)	<b>KoPT/Haldia Dock Complex/Admn. Div/8/17-18/ET/140</b>
d.	Date from which NIT available to parties to download	<b>June 06, 2017</b>
e.	Offline Pre-Bid Meeting date & time	<b>June 20, 2017 at 1100 Hrs.</b>
f.	Pre –Bid Meeting closing date & Time	NA

g.	i)	Earnest Money Deposit	<p>The intending bidders should submit Earnest Money of <b>INR 400000/-</b> (Rupees Four lakhs only) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected.</p> <p>The bidders are advised to deposit Earnest Money using the <b>Axis Bank Payment Gateway</b> 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 (<a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> →e-Procurement →Psu/ Govt Depts. →Kolkata Port Trust) itself under the icon: "<b>HDC EMD/Tender Fee Payment</b>". 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 (<a href="https://easypay.axisbank.co.in">https://easypay.axisbank.co.in</a> → 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 indicated in <b>Annexure-IV</b> 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:</p>
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			<p>b) <b>E- Tender No. : KoPT/Haldia Dock Complex/Admn. Div/8/17-18/ET/140</b></p> <p>c) Amount remitted :</p> <p>d) Remittance Bank Details:</p> <p>e) <b>URN No. :</b></p> <p>f) Date of payment:</p> <p>NOTE:</p> <p>Tenderers not registered with MSTC for participation in e-tenders of Haldia Dock Complex are advised to get themselves registered with MSTC <b><u>at least 72 hours prior to making payment</u></b> of the Earnest Money through the Axis Bank Payment Gateway.</p>
ii)	Bid Document fee		<p>The intending bidders should submit Bid Document Fee of INR 5000/- (Rupees Five 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 <b>Axis Bank Payment Gateway</b> 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 (<a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> →e-Procurement →Psu/ Govt depts →Kolkata Port Trust) under the icon: "<b>HDC EMD/Tender Fee Payment</b>". 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 (<a href="https://easypay.axisbank.co.in">https://easypay.axisbank.co.in</a> → Others → Haldia Dock Complex.</p> <p>For making payment of Bid Document Fee through the gateway, the bidders will be</p>

		<p>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 indicated in <b>Annexure-IV</b> with the tender.</p> <p>Tenderers should deposit Bid Document Fee before filling and submission of bids.</p> <p>Details of Bid Document Fee 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:</p> <p>b) <b>E- Tender No. : KoPT/Haldia Dock Complex/Admn. Div/8/17-18/ET/140</b></p> <p>c) Amount remitted :</p> <p>d) Remittance Bank Details:</p> <p>e) <b>URN No. :</b></p> <p>f) Date of payment:</p> <p>NOTE:</p> <p>Tenderers not registered with MSTC for participation in e-tenders of Haldia Dock Complex are advised to get themselves registered with MSTC <b><u>at least 72 hours prior to making payment</u></b> of the Earnest Money through the Axis Bank Payment Gateway.</p>
	iii)	<p>Transaction Fee</p> <p><b>INR 11500/-</b> (Including Service Tax &amp; other charges @15 % on Service Charge) Payment of Transaction fee by NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Annexure -I ).</p>

h	Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.	<b>Three working days before the last date of <u>closing of online bidding for the e-tender.</u></b>
	Last date & time of submission of EMD & Bid Document fee	<b>July 12, 2017 up to 1500 hours</b>
i.	Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a>	<b>From 0930 hours of July 04, 2017</b>
j.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	<b>July 13, 2017 up to 1500 hours</b>
k.	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	<b>July 13, 2017, 2017 from 1530 hours</b>

**Important instructions to the Tenderer 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><b>Process of E-tender:</b></p> <p><b>A) Registration:</b> The process involves vendor's registration with MSTC e-procurement portal <b>which is free of cost</b>. 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 <b>Class III</b> 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><b>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a></b></p> <p>1).Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>→ 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><b>Tenderers are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem.</b></p> <p>In case of any clarification, please contact HDC/MSTC, (before the scheduled time of the e- tender).</p> <p><b>Contact persons (Haldia Dock Complex):</b></p> <table style="width: 100%; border: none;"><tr><td style="width: 33%; vertical-align: top;">1. Shri J Roy, Senior Deputy Manager (Admin.), Haldia Dock Complex Ph. No. 03224-263178 E-Mail – <a href="mailto:jroy.hdc@nic.in">jroy.hdc@nic.in</a></td><td style="width: 33%; vertical-align: top;">2. Shri C Chatterjee, Senior Deputy Manager (Admin.) Haldia Dock Complex Ph. No.- 03224 265490 E-Mail <a href="mailto:cchatterjee.hdc@nic.in">cchatterjee.hdc@nic.in</a></td><td style="width: 33%; vertical-align: top;">3. Shri J. Chaudhury, Asstt. Manager(Systems), Haldia Dock Complex, Ph. No. 03224 265419 Email- <a href="mailto:jayanto.hdc@nic.in">jayanto.hdc@nic.in</a></td></tr></table>	1. Shri J Roy, Senior Deputy Manager (Admin.), Haldia Dock Complex Ph. No. 03224-263178 E-Mail – <a href="mailto:jroy.hdc@nic.in">jroy.hdc@nic.in</a>	2. Shri C Chatterjee, Senior Deputy Manager (Admin.) Haldia Dock Complex Ph. No.- 03224 265490 E-Mail <a href="mailto:cchatterjee.hdc@nic.in">cchatterjee.hdc@nic.in</a>	3. Shri J. Chaudhury, Asstt. Manager(Systems), Haldia Dock Complex, Ph. No. 03224 265419 Email- <a href="mailto:jayanto.hdc@nic.in">jayanto.hdc@nic.in</a>
1. Shri J Roy, Senior Deputy Manager (Admin.), Haldia Dock Complex Ph. No. 03224-263178 E-Mail – <a href="mailto:jroy.hdc@nic.in">jroy.hdc@nic.in</a>	2. Shri C Chatterjee, Senior Deputy Manager (Admin.) Haldia Dock Complex Ph. No.- 03224 265490 E-Mail <a href="mailto:cchatterjee.hdc@nic.in">cchatterjee.hdc@nic.in</a>	3. Shri J. Chaudhury, Asstt. Manager(Systems), Haldia Dock Complex, Ph. No. 03224 265419 Email- <a href="mailto:jayanto.hdc@nic.in">jayanto.hdc@nic.in</a>		

	<p><b>Contact persons (MSTC Ltd):</b></p> <table border="0"> <tr> <td style="vertical-align: top;"> <p>1. Mr. S. Mukherjee Dy. Manager (e-Commerce) Mobile No: 07278030407 Landline:03322901004 Email- <a href="mailto:smukherjee@mstcindia.co.in">smukherjee@mstcindia.co.in</a> Google hangout ID (for chat ) - mstceproc@gmail.com</p> </td> <td style="vertical-align: top;"> <p>2. Ms S. Maity Asstt. Manager (e-commerce) Mobile No.- 9831155225 Landline:03322901004 Email: <a href="mailto:smaity@mstcindia.co.in">smaity@mstcindia.co.in</a></p> </td> </tr> </table> <p><b>B) System Requirement:</b></p> <p><b>B) System Requirement:</b></p> <p>i) Windows 7 or above Operating System</p> <p>ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature</p> <p>iv) Latest update JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p> <p>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"> <li>• Tools =&gt; Internet Options =&gt;Security =&gt; Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".</li> <li>• Other Settings:</li> </ul> <p>Tools =&gt; Internet Options =&gt; General =&gt; Click On Settings under "browsing history/ Delete Browsing History" =&gt; Temporary Internet Files =&gt; 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 <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> once)</p>	<p>1. Mr. S. Mukherjee Dy. Manager (e-Commerce) Mobile No: 07278030407 Landline:03322901004 Email- <a href="mailto:smukherjee@mstcindia.co.in">smukherjee@mstcindia.co.in</a> Google hangout ID (for chat ) - mstceproc@gmail.com</p>	<p>2. Ms S. Maity Asstt. Manager (e-commerce) Mobile No.- 9831155225 Landline:03322901004 Email: <a href="mailto:smaity@mstcindia.co.in">smaity@mstcindia.co.in</a></p>
<p>1. Mr. S. Mukherjee Dy. Manager (e-Commerce) Mobile No: 07278030407 Landline:03322901004 Email- <a href="mailto:smukherjee@mstcindia.co.in">smukherjee@mstcindia.co.in</a> Google hangout ID (for chat ) - mstceproc@gmail.com</p>	<p>2. Ms S. Maity Asstt. Manager (e-commerce) Mobile No.- 9831155225 Landline:03322901004 Email: <a href="mailto:smaity@mstcindia.co.in">smaity@mstcindia.co.in</a></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.	<p>All entries in the tender should be entered in online Technical &amp; Commercial Formats without any ambiguity.</p>		
4.	<p><b><u>Special Note towards Transaction fee: 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</u></b></p>		

	<p><b><u>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.</u></b></p> <p><b><u>Transaction fee is non-refundable.</u></b></p> <p><b><u>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</u></b></p> <p><b><u>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.</u></b></p>
5.	<p>Vendors are instructed to use <b>Attach Doc</b> button under AUC Floor Manager menu. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through <b>Attach Document</b> link against the particular tender. For further assistance please follow instructions of vendor guide.</p>
6.	<p>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).</p>
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 <a href="http://www.mstcecommerce.com/eprochome">www.mstcecommerce.com/eprochome</a> of MSTC Ltd.</p>
8.	<p>E-tender cannot be accessed after the due date and time mentioned in Schedule of Tender (SOT) or any extension thereof.</p>
9.	<p><b><u>Bidding in e-tender:</u></b></p>
a.	<p>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 &amp; address, Current a/c no, IFS Code to be mentioned by the tenderer for refund.</p>
b.	<p>The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p>
c.	<p>The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website <b><u>www.mstcecommerce.com</u></b> → e-procurement →Psu/Govt depts→ Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.</p>

	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 be 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 "Submit" button to register their bid.
	<b>NOTE:</b> - The Techno-Commercial Bid & Price Bid cannot be revised once the submit 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 <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a> of MSTC Ltd.	
15.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.	
16.	The bid will be evaluated based on the filled-in technical & commercial formats.	

17.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the Tenderer is found to be false during scrutiny or any time there after, 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.

## **1 PROJECT BACKGROUND**

- 1.1** Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT) is a riverine dock system under the Ministry of Shipping, Government of India commanding substantial land at Haldia, West Bengal in eastern India, handling vessels and cargo to cater to the demand of a vast hinterland. HDC managed around 2075 vessels of various types and handled more than 34.14 million tons of cargo during 2016-2017. At present, 14 modern berths within the impounded dock system and 3 riverine oil jetties are operational at HDC-KoPT.
- 1.2** Competent Authority of HDC-KoPT intends to engage suitable vendor to carry out comprehensive survey of the entire land under HDC, KoPT at Haldia (excluding the area falling within the custom bound area) alongwith its various associated features, preparation of geo-referenced / geo-tagged maps of the land & its features , digitization of records and publishing geo-referenced information over WWW including time-to-time modification of the revised outputs, for period of 5 years from the date of successful commissioning.
- 1.3** From 2003 to now, HDC-KoPT handles the logical aspect of its day-to-day management and operational activities through the integrated Enterprise Business Application Software (EBAS). Since June 2016, as mandated by the Ministry of Shipping, implementation of Enterprise Business System (EBS) project has started. This proposed system shall exchange / consume data with existing / proposed bespoke systems and on successful commissioning of the EBS, the existing EBAS shall be replaced in a phased manner.

Hence, a separate objective of this project is to utilize the outcome / deliverables of this project as an input to a comprehensive & integrated system capable of seamless information exchange between spatial and non-spatial sub-systems.

- 1.4** HDC-KoPT shall not own any physical or logical Information Technology equipment like server, storage, network, UPS, system software, licenses for any IT equipment etc. as part of this project, except those explicitly mentioned in this tender [clause 2.2(i)]. HDC-KoPT shall require 95% uptime of the portal service over WWW. The commissioned portal shall have to be GIGW compliant and STQC certified.
- 1.5** This requirement of HDC-KoPT can be met by the prospective Tenderer by choosing any technology / solution i.e. HDC-KoPT intends to highlight that the solution solicited from prospective Tenderer can be of any technology. However, it shall have to meet the requirement of HDC-KoPT based on the information contained in this document.

## 2. SCOPE OF WORK:

The successful tenderer shall, at his own cost, charge, expense, risk, manpower and other arrangements, be responsible for carrying out comprehensive survey of the entire land under HDC, KoPT at Haldia (excluding the area falling within the custom bound area) alongwith its various associated features, preparation of geo-referenced / geo-tagged maps of the land & its associated features , digitization of records and publishing geo-referenced information over WWW including time-to-time modification of the revised outputs, for period of 5 years from the date of successful commissioning which shall comprise but shall not be limited to the following –

### PART A:

#### 2.1. Survey of land and it's various associated features:

The work shall comprise but shall not be limited to –

- (a) Detailed physical survey of total area under HDC, KoPT at Haldia excluding the area falling within the custom bound area of HDC, alongwith its various associated features. The survey shall include demarcation of the boundary of the KoPT land at Haldia, for which assistance of the local Settlement Office may be taken.

Demarcation of the KoPT land boundary at Haldia shall be done by way of erection of pillars at suitable intervals throughout the KoPT land boundary at Haldia (estimated about 20 Kilometers in length). Each boundary pillar shall be RCC type about 750 mm above the ground. A sketch drawing of marking pillar is given at Page No. 42 of this Tender document.

As per record, the quantum of land under HDC, KoPT at Haldia measures about 6367 acres out of which about 1148 acres is falling within the custom bound area. Further, outside Custom Bound area of HDC, KoPT , at present there are (i) about 150 nos. leased out premises (land) which altogether measures about 2087.04 acres and (ii) about 332 nos. licensed out premises (Land) which altogether measures about 43.15 acres, for which only the outer boundaries will have to be surveyed.

A layout drawing of the HDC/KoPT Coverage Area as well as the land inside custom bound area and the major leased out premises is at **Annexure –II**.

- (b)(i) The survey shall be conducted using Total Station, Differential Global Positioning System (DGPS)[at least 1 metre accuracy], auto level and high resolution satellite imagery, as required, covering physical features like buildings, offices, roads, culverts, bridges, , transit sheds, warehouses, railway tracks, yards, jetties with marine structures/pipelines, light towers & poles, pipelines, electric lines, electrical installations and sub-stations, computer cable lines, telephone lines/poles, water lines, water tanks, pump houses and installations, drains, sewerage network, compound walls , miscellaneous structures and installations, water bodies, parks, gardens, afforestation areas , outer boundary of leased/licensed lands, etc.

- (b)(ii) The accuracy of the area/perimeter calculated by the GIS system using the survey details must be within the bounds of permissible error of 2% with respect to actual measurement on the ground. The accuracy of location of any point must be within bounds of 1 m of the exact location.
- (c) HDC may get underground survey of physical assets using GPR tool carried out as per requirements. For the purpose, a rate is to be quoted by the tenderers separately under Section 'C' in the Price Bid at **Appendix - XII**. However, the rate quoted for the underground survey using GPR tool will be only for the purpose of establishing rates and will not be considered for evaluation purpose for this tender.
- (d) Hard copy of maps/plans available with HDC showing certain physical features like waterlines/electric/cable lines/pipelines etc. and other information pertaining/ relevant to the Project available with it will be shared for assistance
- (e) The following features shall have to be shown in the geo-referenced & projected maps of HDC area in layered configuration:

S.No	Feature
1	Mouza boundaries with plots details
2	Land Use Plan [A drawing containing the proposed utilization plan of entire HDC area will be provided. Vendor is not required to carry out the Land Use Planning of HDC area.]
3	Zone demarcations
4	Zone-wise vacant areas [Approx. 45 No. parcels]
5	Residential quarters (Type-wise) and garages
6	Markets
7	Schools
8	HDC Offices, Port Hospital
9	Outer boundary of leased premises (land) [presently 150 nos. altogether msg. about 2087.04 acres]
10	Outer boundary of licensed premises (Land) [presently 332 nos. altogether msg. about 43.15 acres]
11	Allotable Buildings/ Structures
12	Telephone lines and poles
13	Township boundary wall with gates
14	Roads
15	Optical Fibre Cable lines
16	Parks, gardens and afforestation.
17	Oil Jetties/ Barge Jetties with marine structures and pipelines
18	Light towers and poles
19	Underground/ overhead HT lines

20	Electrical Installations and Sub-stations
21	Water Bodies
22	Warehouse/ Transit sheds/ storage sheds
23	Overhead/ground level water tanks
24	Water lines
25	Pump houses water supply installations
26	Drains and Green Belt Canal
27	Sewerage network
28	Culverts
29	Bridges
30	Other structures and lines
31	Railway tracks/yards/ installations
32	Weigh Bridges
33	Pipelines

- (f) For the purpose of superimposing the aforesaid various layers , Quality assessment or otherwise digitizing directly over the satellite imagery, a high resolution Multispectral (MX) Orthorectified Satellite imagery of spatial resolution better than 1m, preferably 0.5m-0.8m is to be procured by vendor from any authorized agency like NRSC-ISRO at the successful tenderer's costs and arrangements (source for the satellite imagery would be shared by the bidder under **Appendix IV** of the Techno Commercial Offer). The imagery should not be older than one month. KoPT's assistance if required for procurement of satellite imagery may be provided.

**2.2 Preparation of geo-referenced / geo-tagged and projected maps of entire land area under KoPT at Haldia showing it's various associated features in different layers as specified at item 2.1 above , Digitization of records alongwith time-to-time modification of the revised outputs:**

The work shall comprise but shall not be limited to –

- (a) The Comprehensive survey data, including entire land boundary demarcation of HDC, along with its associated features is to be duly geo-referenced using Ground Control Points (GCP) and projected. Levels to be taken from nearest Great Trigonometrically Survey Bench Mark (GTS BM) for the entire area.
- (b) Preparation of geo-referenced and projected base map of entire HDC area in suitable scale in a layered manner such that the specified associated features are accurately shown on the map with measurements like length, area & schedule of plots etc. The maps must be capable of being viewed or printed in different scale and sizes either separately or in a combined manner enabling delivery of up-to-date information about assets of HDC-KoPT.

- (c) Digitization & geo-referencing of records (maps about 100 nos.) including Cadastral (Mouza) maps, etc. For information, KoPT area at Haldia comprises 59 nos. Mouzas in full / part.
- (d) Seamless collage or stitching i.e. mosaicing of individual Cadastral (Mouza) maps to make a single map for entire KoPT land area at Haldia.
- (e) Accuracy matching of mouza boundaries, asset features, etc. by superimposing satellite data / imagery, as necessary
- (f) The maps shall capture all leased/Licensed land boundaries as well as vacant parcels of land and the involved CS/ LR plots therein from existing drawings/mouza maps as an area feature and superimposed / matched on satellite data/imagery for land map creation.
- (g) The solution must be capable of modification , checking , reproducing , storing , retrieving the information so created.
- (h) Hardcopies of each of the drawings in suitable scale in A0 size have to be submitted. One hard copy and soft copy in DVD each of all the draft drawings (10 sets) have to be submitted for review and approval of HDC. After approval, specified prints of all the final drawings on high quality paper (15 sets) along with two sets in soft format (.dwg and .shp) in DVD shall have to be submitted.
- (i) Supply, commissioning and comprehensive maintenance for the period of contract, of the following –
  - (1) One Workstation Computer of HP / DELL / LENOVO make having a minimum guiding specification of Xeon processor, 32 GB RAM, 2TB storage, 2GB VRAM embedded graphics card, 22" LED Monitor and latest genuine windows OS license in the name of Haldia Dock Complex, Kolkata Port Trust.
  - 1a) Suitable GIS tool (Revised version)
  - (2) Latest genuine AUTOCAD with single user license in the name of Haldia Dock Complex, Kolkata Port Trust
  - (3) Latest genuine ADOBE ACROBAT with single user license in the name of Haldia Dock Complex, Kolkata Port Trust

- (4) One A0 size Plotter of reputed make with stand, roll feeder and accessories with minimum guiding specification as below:

<b>Technology:</b>	Thermal Inkjet	<b>Print resolution:</b>	Up to 2400 x 1200 optimized dpi
<b>Print Speed:</b>	103 A1 prints per hour in Fast mode	<b>Guaranteed minimum line width:</b>	0.06 mm (0.0024 in)(ISO/IEC 13660:2001(E))
<b>Memory:</b>	16 GB (virtual)	<b>Line accuracy:</b>	+/- 0.1%
<b>Storage:</b>	160 GB	<b>Operating temperature :</b>	5 to 40°C
<b>Printing paths:</b>	Printer driver, Direct printing from USB flash drive, email printing	<b>Connectivity :</b>	Gigabit Ethernet (1000Base-T), Hi-Speed USB 2.0, EIO Jetdirect accessory slot
<b>Safety Certification:</b>	USA and Canada (CSA certified), EU (LVD and EN 60950-1 compliant), Russia (GOST), Singapore (PSB), China (CCC), Argentina (IRAM), Mexico (NYCE), Korea (KC)	<b>Environmental Certification:</b>	ENERGY STAR, WEEE, RoHS (EU, China, Korea, India), REACH, FEMP, EPEAT Bronze
<b>Electromagnetic Certification:</b>	Compliant with Class A requirements : USA (FCC rules), Canada (ICES), EU (EMC Directive), Australia (ACMA), New Zealand (RSM), China (CCC), Japan (VCCI), Korea (MSIP)	<b>Warranty:</b>	5 year NBD onsite support from OEM with all spares (each component inside plotter & roll feeder) and labor except Ink Cartridges only.

- (5) One A0 size Scanner of reputed make along with associated accessories with minimum guiding specification as below:

<b>Imaging Technology:</b>	CIS scanning	<b>Optical resolution:</b>	1200 dpi
<b>Scan Speed:</b>	Color: 15 cm/sec Grayscale: 33 cm/sec	<b>Enhanced resolution:</b>	9600 dpi
<b>Memory:</b>	4 GB	<b>Accuracy:</b>	+/- 0.1% +/- 1 pixel
<b>Storage:</b>	500 GB	<b>Operating temperature :</b>	
<b>User Interface:</b>	15.6 inch large touch screen to preview images	<b>Connectivity :</b>	1000Base-T, USB 3.0
<b>Max. scan width:</b>	1118 mm	<b>Processor :</b>	Intel Core i7
<b>Safety Certification:</b>	USA and Canada (CSA certified), EU (LVD and EN 60950-1 compliant), Russia (GOST), Singapore (PSB), China (CCC), Argentina (IRAM), Mexico (NYCE), Korea (KC)	<b>Environmental Certification:</b>	ENERGY STAR, WEEE, RoHS (EU, China, Korea, India), REACH, EPEAT Bronze
<b>Electromagnetic Certification:</b>	Compliance for Class A ITE products: EU (EMC Directive), USA (FCC Rules), Canada (ICES), Australia (ACMA), New Zealand (RSM), China (CCC), Japan (VCCI), Korea (MSIP), Russia (EAC).	<b>Warranty:</b>	5 year NBD onsite support from OEM with all spares and labor.

- (6) Two Nos. 1 KVA Online UPS of APC / Numeric / Emerson make with 1-hour battery backup.

### 2.3 Publishing of information over WWW:

The work shall comprise but shall not be limited to –

- (a) The result including survey details and information associated with the land and its various associated features shall have to be stored, hosted & published over WWW in a secure manner for consumption of internal & external stakeholders of HDC-KoPT. This shall include but shall not be limited to publishing of the maps/information of HDC , KoPT area at Haldia prepared with the geospatial data (both vector and raster) / metadata / services on a suitable geo-platform / geo-portal for access from various types of browsers viz. Internet Explorer, Mozilla, Chrome, Safari etc.
- (b) Publishing, throughout the contract tenure, shall be in a manner such that it remains Open Geospatial Consortium (OGC) and Guidelines for Indian Government Websites (GIGW) compliant. The successful Tenderer shall accordingly be responsible for publishing, updating & maintaining the secure, GIGW compliant web portal during the entire period of the contract.
- (c) It shall be the exclusive responsibility of the successful Tenderer to ensure & maintain security of the portal & availability of all necessary hardware, software, public IP, bandwidth etc., during the entire period of contract. Exclusive responsibility in connection with high-availability of the secure portal service, along with all facilities like hardware, software, network, secure housing, backup & restore, archiving etc., as may be necessary, shall rest with the successful bidder. HDC-KoPT shall neither own / deploy any physical or logical Information Technology equipment at HDC-KoPT or elsewhere nor stand responsible for continuous availability of the same, except those mentioned under clause 2.2(i).
- (d) The successful Tenderer shall be responsible for ensuring and maintaining 95% uptime of the web portal during the period of contract. The successful Tenderer shall undertake adequate and necessary measures to ensure 95% uptime of the web portal. For this purpose, the successful Tenderer shall submit uptime report from the ISP during every quarter for payment after rendering successful service. The successful Tenderer shall be responsible for necessary certification of the web portal as per GIGW guidelines e.g. STQC. This certification shall have to remain valid during the entire period of contract, for which purpose renewal, if required, prior to expiration following prescribed procedure, shall be the responsibility of the successful bidder.
- (e) While publishing the geo-spatial data, various styles and color representations for vector layers to be used for better rendering over the platform. For enabling the port with Land Utilisation / Land Cover change analysis capabilities, the base data would be retained and each time-updated data in due course of time would be separately published as separate layers.

- (f) During the currency of the contract , survey (as per survey aspect detailed in this tender document) of the required areas shall be carried out so as to incorporate any change in status/nature of land viz. occupied to vacant /vacant to occupied, change in boundary demarcation, etc. Such information, consequent to survey, shall be incorporated within the logical system and published, so that updated information is available.
- (g) Features like Role based User Management, Access Management, Dashboard, Map Navigation, Attribute Information, Location Search, Spatial Analysis, Query Module, Thematic Map View, Reports etc. shall form part of scope of work of this tender. For e.g., the solution must have basic query features like buffer analysis, selection based on attribute type, etc and measurement of area, perimeter, etc.

#### **2.4 Training:**

The successful Tenderer shall have to train identified personnel of HDC-KoPT as well as stakeholders of HDC, KoPT, when necessary, initially while commissioning the system and thereafter once each year for the next four years as refresher training. Such training shall include general, operational and system administration aspects of the solution.

#### **PART B:**

##### **2.5. Post-Commissioning Warranty & Maintenance Support and Updation of published information:**

- 2.5.1 The successful Tenderer must provide comprehensive warranty & maintenance (including spares & labour) for a minimum period of 60 (sixty) months from the "SUCCESSFUL COMMISSIONING OF THE SOLUTION IN TOTALITY" for the commissioned solution. This shall include all hardware, system software, application software, licenses, incremental survey, updation of published information, retaining (date-wise) all previous published information, etc.(wherever applicable).
- 2.5.2 The successful Tenderer must provide on-site comprehensive next business-day warranty (including spares & labour) for Workstation, Plotter, Scanner and UPS for a minimum period of 60 (sixty) months from the "SUCCESSFUL COMMISSIONING OF THE SOLUTION IN TOTALITY". For this purpose , successful Tenderer must provide Original OEM warranty Certificate which is a pre-requisite for commissioning of the solution
- 2.5.2 The successful Tenderer shall make good at his own expenses and risk all defects due to faulty design, material and workmanship of the equipment and its commissioning as per provisions in the Tender Document, which may develop during a period of 60 (sixty) months from the date of "SUCCESSFUL COMMISSIONING OF THE SOLUTION IN TOTALITY". If any difference of opinion arises on any of the provisions of this clause, the decision of the Senior Deputy Manager (Administration), HDC, KoPT shall be final and binding on the successful bidder.

- 2.5.3 In default of above, the Senior Deputy Manager (Administration), HDC, KoPT will be at liberty to get the repair / replacement of any / all faulty equipment and its commissioning as per provisions in the Tender Document free of cost from the successful Tenderer without any obligation.
- 2.5.4 A bona fide, reputed organization having experience in executing and /or certifying GIS based solution/(s) shall be engaged by the successful tenderer with approval of HDC/KoPT as an Independent Certifying Agency (ICA). The cost and expenses towards such engagement shall be borne by the successful tenderer ICA will be responsible for the following :
- i. For quality/accuracy checks and ground truth against survey and GIS outputs or any deliverables in this regard to be delivered by the contactor.
  - ii. To certify that the compliance of accuracy criteria mentioned in the Scope of Work of the tender is ensured while delivering the outputs.
  - iii. To certify that the entire job has been undertaken and completed as per the Scope of Work (Part – A excluding maintenance portion) of the tender and to issue necessary Certificate based on which the Commissioning Certificate will be issued by HDC.
  - iv. Required checks may be carried out by the ICA in phases during execution of the job as may be necessary.

The ICA will be engaged till successful commissioning of the solution in totality.

- 2.5.5 Non spatial information relating to each tenancy (to be provided by HDC) should be reflected against the respective graphical representation of the tenant parcel/asset on the GIS map and the same published for viewing by the users of the system.
- 2.5.6 Necessary handholding for integration with future ERP system of HDC presently under implementation shall be provided by the successful tenderer.

**2.6 Deliverables:** shall include but not be limited to -

- (A) Survey outputs in hard and soft copy of each layer (Five sets),
- (B) Soft copy of digitized & geo-referenced / geo-tagged /projected maps (two sets) of each layer,
- (C) Equipment as per clause 2.2(i),
- (D) Training,
- (E) Publishing, Updating of the information over WWW as per Scope of Work
- (F) Comprehensive warranty & maintenance [including labour & spare] of the commissioned solution for 5 years,
- (G) Manuals

### **3. ELIGIBILITY CRITERIA:**

**3.1** Reputed Organizations as a single entity is eligible to participate in the tender. Further, the tenderer may be a natural person, private entity or government entity. No Consortium shall be allowed to participate in the tender.

**3.2.** The purchaser of the Tender Document must be the tenderer itself.

#### **3.3 Essential Technical Capacity:**

**3.3.1** The Tenderer shall submit evidence that the Tenderer has successfully executed similar work (Order letter and successful execution certificate to be provided) as per the following:

(1) At least 3 similar completed works each worth not less than INR 80 Lakhs (INR Eighty Lakhs) over a period of last 7 years ending on 31.05.2017 or

(2) At least 2 similar completed works each worth not less than INR 1.00 Crore (INR One Crore) over a period of last 7 years ending on 31.05.2017 or

(3) At least 1 similar completed work each worth not less than INR 1.60 Crores (INR One Point Six Zero crores) over a period of last 7 years ending on 31.05.2017.

**NOTE 1:** The term '**similar work**' means having experience in survey of land , geo-referencing and development of land asset management software .

**NOTE 2:** The term " completed work(s)' means the executed / completed portion of work order, even if the work has not been completed in totality (subject to furnishing proof of executed value of the work in the form of completion certificate from the beneficiary to the effect that the job to this extent has been done by the tenderer satisfactorily).

**3.3.2** The details of the Technical Capacity shall be furnished by the tenderer as per format at **Appendix – VII** and certified by Statutory Auditor/Certified Public Accountant/Chartered Accountant.

**3.3.3** The Technical capacity of an Associate of the tenderer shall not be relied upon by the tenderer.

### **3.4 Essential Financial Capacity:**

- 3.4.1 Average Annual Financial Turnover for the last 3 (three) financial years ending 31.03.2017 must be at least INR 60 Lakhs (INR Sixty Lakhs only).

The tender shall submit Audited Balance Sheet and Profit & Loss Account for the last 3(three) financial years. If due date (scheduled opening date of tender) is falling within three months (April to June) of the closing of the latest financial year, the latest financial year may be ignored and financial turnover of the three years previous to the latest financial year may be submitted.

In case a tenderer is unable to submit audited accounts of latest financial year (in case of tender opening date falling after June), due to non – completion of audit or for any other reason, he may be allowed to submit a certificate of turnover issued by the statutory auditor of the company / firm for the latest financial year

- 3.4.2 The details of the Financial Capacity shall be furnished by the tenderer as per format at **Appendix – VIII** and certified by Statutory Auditor/Certified Public Accountant/Chartered Accountant .
- 3.4.3 The Financial capacity of an Associate of the tenderer shall not be relied upon by the tenderer.

- 3.5** The tenderer shall submit certified copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable. If this is not applicable, the tenderer should submit a declaration in this regard with an evidential document.

- 3.6** The tenderer shall submit certified copy of valid Service Tax Registration Number / Code Number.

- 3.7** The tenderer shall submit Self certified copy of PAN.

- 3.8** The tenderer shall submit certified copy of 'Employees State Insurance (ESI) Registration Certificate' OR an Affidavit affirmed before a First Class Judicial Magistrate as per **Appendix - V** in case the Tenderer is not covered under ESI Act or exempted from it. In addition, an Indemnity Bond as per format given at Appendix- XI shall also be submitted.

- 3.9** The Tenderer shall submit certified copy of 'Provident Fund Registration Certificate' OR an Affidavit affirmed before a First Class Judicial Magistrate as per **Appendix -VI** in case the Tenderer is not covered under Provident Fund Act or exempted from it.

## 4 GENERAL INSTRUCTIONS FOR THE TENDERERS :

### 4.1 Preparation and Submission Procedure of Tender :

4.1.1 The tender must be submitted in the name of purchaser of the tender document itself.

4.1.2 Language: The tender and all related correspondence and documents shall be written in English Language. Supporting materials, which are not translated in English and duly certified, may not be considered.

4.1.3 **PART –I: “Techno-commercial Bid”** should contain the following:-

The tender completed in all respects including properly filled in and duly signed with seal alongwith the documents as mentioned in **Annexure- III** necessary for meeting the pre-qualification criteria by the tenderer shall be uploaded through e-tendering process as detailed in **Annexure-I**.

4.1.3A The tenderer shall submit a Power of Attorney as per format given at **Appendix-II** , authorizing the signatory of the tenderer to commit the tender.

4.1.4 **Part–II: “Price Bid”** should contain the **Price Bid** of the tender document duly filled in & signed.

It should be noted that the '**Price Bid**' shall contain no conditions whatsoever. Any condition imposed in '**Price Bid**' shall make the bid liable for outright rejection. '**Price Bid**' to be submitted on line through e-tendering process as detailed in **Annexure-I**.

4.1.5 Mere submission of Tender Documents will not mean that a particular tender will be automatically considered qualified. Such qualification will be examined at the time of evaluation of bids.

4.1.6 The substitution or withdrawal of offer may be done as per provision mentioned at clause 4.7 and provision as given in **Annexure – I** before due date and time for submission of the offer or any extension thereof. In such case, only the substituted offer would be considered & the offer earlier submitted would not be considered.

4.1.7 Tenderers are encouraged to examine the Project in greater detail, and to carry out, at their cost, such studies/site inspections as may be required for submitting their respective Bids for award of the work including implementation of the Project.

### 4.2. Site inspection:

(a) The Tenderer shall be deemed to have inspected the entire project site including the available facilities and conditions prevailing thereon in deciding the equipment, manpower etc. to be supplied / provided / engaged by them for the work prior to submitting their bid.

(b) Once the bid is submitted by the tenderer , he shall be deemed to have fully acquainted himself with all aspects of the tender and he shall not be entitled to

raise any claims or deviate from the tender condition(s) citing lack of knowledge about any aspect of the site / tender.

- (c) Inspection of the project site shall be held at 1430 hours on June 20, 2017. Interested Tenderers may participate, if they so desire.
- (d) Cost or expense incurred by the tenderer for inspection of site or any preparatory activities for submission of tender will not be reimbursed by HDC, KoPT.

#### **4.3 Tender/Bid Document Cost / fee : -**

The intending tenderer should submit the tender cost/fee amounting to Rs 5000/- (non-refundable) along with their offer otherwise their offer will be summarily rejected. The procedure for submission of Tender /Bid document fee may be followed as detailed in clause-g (ii) of SCHEDULE OF TENDER.

#### **4.4 Earnest Money:**

The tender shall submit Earnest Money amounting to **Rs 4 Lakhs** along with their offer. The procedure for submission of Earnest Money given under **g (i) of Schedule of Tender** is to be followed.

- (a) Tender submitted without Earnest Money shall be rejected outright without any reference to the Tender whatsoever.
- (b) The amount of Earnest Money will be refunded (subject to provisions of forfeiture of Earnest Money deposit, as indicated in the tender document) to the Tenderers without interest after the selection of Successful Tenderer.
- (c) (i) The Earnest Money shall be forfeited if the tenderer withdraws its offer during the interval between the last date and time of submission of the offer i.e. **1500 hrs. on 13.07.2017** or any extension thereof and expiration of the validity period of the offer including extension thereof.  
  
(ii) The amount of Earnest Money will be refunded (subject to provisions of forfeiture of Earnest Money deposit, as indicated in this tender document) to the Tenderers without interest after the selection of Successful Bidder.
- (d) The Earnest Money shall be forfeited if the Tenderer submits any forged document(s).
- (e) The Earnest Money will also be forfeited as per other provisions, specifically mentioned in this Tender Document.
- (f) Earnest Money submission will be exempted for Micro and Small Enterprises (MSE) with NSIC registered organizations in case of single point registration covering all components of the said tender.

#### 4.5 Price Bid:

- (a) Rate shall have to be quoted online as per Schedule of Rates [Format given under **Appendix- XII**].
- (b) Rate should be quoted FOR Jawahar Tower, Administration Division at Haldia Township including all charges involved.
- (c) HDC, KoPT does not enjoy any concession regarding Sales Tax/ VAT and does not provide any C or D Form in this regard. Full amount of VAT / Sales Tax / CST if any, will be applicable..
- (d) **The tenderers are required to quote rates for all items of all the SECTIONS [ A ,B (as applicable) & C] of the 'Price Bid' as per format given under Appendix - XII. In case of non-availability of rate of any of the items, the respective offer will be treated as non-responsive and will be rejected.**

#### 4.6 Due Date and Time for Submission and Opening of Offer :

- (i) The tender should be submitted to Sr. Dy. Manager (Administration), Haldia Dock Complex, Jawahar Tower Complex, P.O. Haldia Township, Dist. Purba Medinipur, Pin. 721607, through MSTC Ltd. ([www.mstcecommerce.com](http://www.mstcecommerce.com)), not later than **1500 hrs. on 13.07.2017** after which time and date, no offer shall be accepted.

HDC, KoPT may at its sole discretion extend the Submission/Opening due date(s) by issuing a Corrigendum.

- (ii) The **Part – I : 'Techno-Commercial Bid'** of the tender shall be opened electronically at **1530 hrs. on 13.07.2017**. Tenderers or their authorized representatives may witness the said electronic opening of Tender.
- (iii) The **Part – II : 'Price Bid'** of those tenderers who are only techno-commercially qualified, will be opened electronically on a subsequent date, for which date & time will be intimated separately to the concerned tenderers only.

#### 4.7 Substitution, Withdrawal of Tender:

The tenderer may substitute or withdraw its offer after submission, before the Due Date and time of submission of offer i.e. **1500 hrs. on 13.07.2017** or any extension thereof as per provision given at **Annexure - I**. No offer shall be substituted or withdrawn by the tenderer after the Due Date and time of submission of offer or any extension thereof.

#### 4.8 Amendment of Tender Document:

At any time prior to the Due Date for Submission of Tender, HDC ,KoPT may, for any reason, whether at its own initiative or in response to queries/clarifications raised by the tenderer(s) during the Pre Bid meeting or otherwise modify the Tender Document by the issuance of Addendum in official website of KoPT

([www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)) and also in the website of MSTC ([www.mstcecommerce.com](http://www.mstcecommerce.com)).

In order to afford prospective tenderer(s) a reasonable time in which to take an Addendum into account, or for any other reason, KoPT may, at its discretion, extend the Due Date of Submission of tender through appropriate notification in the official website of KoPT ([www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)) & in the website of MSTC([www.mstcecommerce.com](http://www.mstcecommerce.com)).

#### **4.9 VALIDITY OF OFFER:**

- (a) The tender shall remain open for acceptance for a period of 120 days from the date of opening of Techno-commercial Offer. If, before expiry of this validity period, the tenderer amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable for forfeiture.
- (b) Prior to expiry of the original tender validity period, HDC, KoPT may request bidders to extend the validity for a specified period.

#### **4.10 ACCEPTANCE OF ORDER LETTER:**

- (a) After finalization of the tender, HDC, KoPT shall issue Order Letter to the successful bidder.
- (b) The successful bidder, on receipt of the same, shall convey its acceptance to the offer and remit requisite Performance Guarantee/Security Deposit within a period of 30 days from the date of issuance of Order Letter, failing which the Order Letter will become liable for cancellation with forfeiture of Earnest Money.
- (c) Pending execution of Contract Agreement, the Order Letter and its acceptance by the successful Tenderer will be construed as an Agreement between HDC, KoPT and the successful Tenderer for fulfilling the scope of work and obligation of the contract by the successful bidder.
- (d) All costs , charges and expenses etc. to be incurred in connection with Contract Agreement / Bank Guarantee(s) etc. including Stamp Duty in connection with contract shall be borne by the successful tenderer.

### **5. EVALUATION CRITERIA:**

#### **5.1 Tests of Responsiveness:**

5.1.1 Prior to evaluation of Techno Commercial Bid of the tender, HDC, KoPT will determine whether each offer is responsive to the requirements of the tender document. A tender shall be considered responsive if the tender: -

- i) Is submitted within the due date including extension period, if any.
- ii) Is accompanied by required Covering Letter, Indemnity Bond and Affidavits

- iii) Is signed, sealed and marked as stipulated in the tender document.
- iv) Is accompanied by the required Power of Attorney(s).
- v) Contains all the information as requested in the tender document.
- vi) Contains information in Formats as specified in this tender document.
- vii) Does not show inconsistencies between the offer and the supporting documents.
- viii) it does not contain any condition or qualification
- ix) Is accompanied by Certificates demonstrating Technical & Financial Capacity

#### 5.1.2 Clarifications:

To assist in the process of evaluation of Tender, Port may, at its sole discretion, ask any tenderer to provide original documents or any additional documents / details, seek clarifications in writing from any tenderer regarding its tender. The request for providing such additional details / documents and / or clarification and the response shall be in writing.

HDC, KoPT reserves the right to reject any tender which is non responsive and it shall be solely at the discretion of the port to allow alteration, modification, substitution or withdrawal to make the bid responsive after opening of the Techno Commercial Bid.

#### 5.1.3 Confidentiality:

Information required by HDC, KoPT from the tenderer(s) for the purpose of examination, evaluation etc. will be kept in confidence by HDC, KoPT and will not divulge any such information unless it is ordered to do so by any authority that has power under the law to require its release.

### 5.2 Evaluation For Techno – Commercial Bid:

5.2.1 The techno commercial offer found responsive will be evaluated on the basis of the Eligibility Criteria, document submitted by the tenderer and also on the basis of following details:

- (i) The tenderer must have Technical Capacity as stipulated at **clause-3.3** of this Tender Document.
- ii) The tenderer must have Financial Capacity as stipulated at **clause-3.4** of this Tender Document.

5.2.2 HDC, KoPT reserves the right to get the financial capability of the tenderer verified from the Annual Accounts of the Tenderer (to be submitted along with Techno-Commercial Bid) and in case any discrepancy is found, findings, as will be ascertained by HDC, KoPT, shall prevail for the purpose of evaluation.

5.2.3 Mere submission of offer / participation shall not mean that it will be automatically considered qualified and entertained. Such qualification will be done at the time of evaluation of bids.

### 5.3 Evaluation of Price Bid:

- (a) The evaluation of the rates will only be made for the Techno-commercially qualified bidders. Price Bid opening time and date shall be intimated to the Techno-commercially qualified bidders.
- (b) The **Schedule of Rates (Price Bid)** shall have to be filled up online, which includes the following:
  - (1) SECTION-A: Amount quoted for undertaking and completing the "Scope of Work" as given under Clause -2 of the Tender Document minus applicable taxes
  - (2) SECTION-B: applicable taxes [including Service tax & related Cess]
  - (3) SECTION-C: Rate quoted for underground survey of physical assets using GPR survey Tool.
- (c) Evaluation shall be on the basis of the lowest quoted amount under **Section A** of the **Schedule of Rates (Price Bid)**. The rate quoted for the underground survey using GPR tool under Section C of the Schedule of Rates and the applicable tax rates quoted under Section B of the Schedule of Rates will not be considered for evaluation purpose for this tender.
- (d) If the lowest rate under Section A is quoted by more than one bidder, the bidders concerned offering the lowest rate will be required to submit rebate on such rate in sealed cover within two working days from the date of opening of Price Bids in order to enable KoPT to ascertain the lowest bidder and the tenderer offering the higher/ highest rebate will be considered as the 'Successful Tenderer'
- (e) HDC, KoPT, at any stage, reserves the right to accept or reject any or all the offers without assigning any reason whatsoever.

## 6. GENERAL CONDITIONS OF CONTRACT

'General Conditions of Contract, Forms and Agreements' as sanctioned by the Board of Trustees of KoPT, HDC for the Port of Kolkata is hosted at [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in). (<http://www.kolkataporttrust.gov.in/showfile.php?layout=1&lang=1&lid=1342>). Only those Clauses, Forms or Formats, which are not covered elsewhere in this Tender Document, shall be applicable. Also, for the sake of interpretation of the contents of the Appendices, the terms contained in the tender document (other than Appendices) including the 'General Conditions of Contract, Forms and Agreements' shall prevail.

## 7. SPECIAL CONDITIONS OF THE CONTRACT:

### 7.1 Ownership:

HDC, KoPT shall own all hardware, system software, application software, licenses as specified under **clause 2.2(i)** of this tender document, after commissioning.

### 7.2 INSPECTION:

- (a) The "ENGINEER OF THE CONTRACT" may carry out an inspection of the products being offered independently or by engaging a third party inspection agency.
- (b) It shall be the exclusive responsibility of the successful Tenderer to ensure the same as and when desired by the "ENGINEER OF THE CONTRACT".

### 7.3 EXECUTION OF THE CONTRACT & PERIOD OF CONTRACT:

- (a) The contract shall commence from the date of Order Letter.
- (b) All activities as per **PART A OF "SCOPE OF WORK"** [except the portion under Part A of "Scope of Work" comprising comprehensive warranty & maintenance of equipment /software to be supplied and commissioned by the tenderer as per clause 2.2(i) of the tender document & relevant quantum of training to be imparted] shall have to be completed **within 180 days from the date of Order Letter**. This shall be termed as "SUCCESSFUL COMMISSIONING OF THE SOLUTION IN TOTALITY". On successful commissioning of the solution in totality, a certificate to that effect shall be issued by the Engineer of the Contract based on the certificate of compliance of the Scope of Work (Part – A) is given by the ICA.
- (c) All activities as per **PART B OF "SCOPE OF WORK" plus the portion under Part A of "Scope of Work" comprising comprehensive warranty & maintenance of equipment /software to be supplied and commissioned by the tenderer as per clause 2.2(i) of the tender document & relevant quantum of training to be imparted**, shall have to be performed for a period of 5 years from "SUCCESSFUL COMMISSIONING OF THE SOLUTION IN TOTALITY".
- (d) During the contract period, the successful Tenderer shall have to provide support and shall have to attend, isolate & rectify all complaints, within 72 (seventy-two) hours from the time of lodging of the complaint through phone/ e-mail for the entire work to the satisfaction of Senior Deputy Manager (Administration), HDC, KoPT or his authorized representative as per 'Scope of Work'.

- (e) If the successful bidder fails to rectify the complaint(s) within the stipulated time frame, the successful bidder shall be required to pay compensation @INR 10,000.00 per day or part thereof.

#### 7.4 PERFORMANCE GUARANTEE / SECURITY DEPOSIT:

- (a) The successful bidder, at own expense, shall have to keep with HDC, KoPT a Performance Guarantee/Security Deposit amounting to 6.50% of the Order Value in INR to be maintained for the entire period of contract plus three months either in the form of 'CTS –2010' benchmarked Demand Draft / Banker's Cheque / Pay Order of any Nationalized / Scheduled Bank of India, in favour of "Kolkata Port Trust, Haldia Dock Complex", payable at par at Haldia/Kolkata OR in the form of Bank Guarantee as per **Appendix-X** within 30 days from the date of Order Letter. The Bank Guarantee shall have to be issued by any Haldia/Kolkata Branch of any Scheduled Bank.
- (f) The Security Deposit shall be held by the "ENGINEER OF THE CONTRACT" as security for the performance of the successful bidder's obligation under the contract. The Security Deposit shall be refunded without interest after successful completion of the entire period of contract plus three months' subject to recovery of damage and / or loss incurred, if any, by HDC, KoPT due to default on the part of the successful bidder.

#### 7.5 PAYMENT:

- (a) Payment shall be made strictly as per provisions of the 'Schedule of Rates'. No other charges shall be admitted or paid.
- (b) (i) 65 % of the total amount quoted by the successful tenderer under Section A of the Schedule of rates and accepted by KoPT shall be paid within 30 days after submission of clear, correct and complete bills on "SUCCESSFUL COMMISSIONING OF THE SOLUTION IN TOTALITY" as defined under clause 7.3(b) of this tender document and issue of Commissioning Certificate.
- (ii) Balance 35 % of the total amount quoted by the successful tenderer under Section A of the Schedule of rates (Price Bid) and accepted by KoPT shall be paid half yearly @3.5% of the total amount quoted, on successful completion of comprehensive warranty & maintenance as per **PART B** of the **Scope of Work** plus for the portion under Part A of "Scope of Work" comprising comprehensive warranty & maintenance of equipment /software to be supplied and commissioned by the tenderer as per clause 2.2(i) of the tender document & relevant quantum of training to be imparted.
- (c) As payment shall be made electronically, the successful Tenderer is required to submit Bank Particulars along with the Bill.

- (d) For non-fulfilment of any obligation under the contract, HDC, KoPT reserves the right to withhold payments due to the successful Tenderer in part or full till such period as HDC, KoPT may consider necessary for due performance by the successful bidder.
- (e) The tax amount shall be paid extra as applicable on actuals on submission of required documents.

**7.6** The successful Tenderer shall be required to obtain "Gate Pass" from HDC Authority/its representatives on chargeable basis at cost for entry as well as for taking out any installed equipment after successful commissioning of the system.

**7.7** It shall be the responsibility of the successful Tenderer vendor to employ qualified and skilled personnel to execute Comprehensive Survey of land & its various associated features and preparation of Geo-referenced & Geo-tagged maps and digitization of records.

**7.8** It shall be the responsibility of the successful Tenderer to comply with the requirement of all the Acts, Laws, Statutes, Bylaws, Rules and Regulations and any such other applicable Central / State Acts from time to time for the purpose of fulfilling all the obligations of the contract as may be deemed necessary in this regard.

**7.9** It shall be the responsibility of the successful Tenderer to ensure that partial / full contract shall not be assigned to any other agency.

**7.10** It shall be the responsibility of the successful Tenderer to arrange vehicle for carrying equipment for the project.

**7.11 Contract 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 INR 100.00 or more signed jointly with HDC, KoPT under official seals within a period of 30 days from issuance of Order Letter. Format of the Agreement shall be as per **Appendix- X**.

**7.12 Liquidated Damages Clause:**

- (a) In the event of successful Tenderer failing to execute the works under Scope of Work (excluding maintenance portion) and successfully commission the solution in totality within the stipulated time frame or such extensions thereof as may be allowed by the "ENGINEER OF THE CONTRACT" in writing, the successful Tenderer shall be required to pay as compensation, and not as penalty, @ ½% of 65% of the total value of the order for delay in commissioning of every week or part thereof, provided the entire amount of compensation to be paid under the provisions of this clause shall not exceed 6.50 % of the total order value.

- (b) HDC, KoPT may without prejudice to any other method of recovery, deduct the amount of such damages from any amount which is due or which may become due to the successful bidder. The payment or deduction of such damages shall not relieve the successful Tenderer from the obligation to complete the contract provisions / liabilities or from any other of his obligation or liabilities under the contract.

### **7.13 Amendment In Contract Provisions :**

In case of exigency or for operational requirements, the conditions of the contract may be amended with mutual consent of both the parties, subject to the condition that such amendments are in conformity with the prevailing policy of Govt. of India and law of the land on the subject.

### **7.14 Illegality:**

If for any reason whatsoever any provision and condition of the contract is held to be void, illegal or invalid under present or future laws or regulations effective and applicable during the contract period, such provision shall be treated as fully separable and the remaining provision of the contract shall remain in full force. The other provisions of contract shall not be affected by such illegal or invalid provisions or by its severance from this contract. For the sake of smooth execution of the contract, any new condition(s) as may be mutually acceptable in supersession of the affected provision and condition of the contract shall be deemed to be a part of the contract from such point of time.

### **7.15 Force Majeure:**

7.15.1 Force Majeure Event shall mean any event or circumstances or a combination of events and circumstances not attributable to the Contractor like those as set out hereunder or the consequences thereof which may materially and adversely affect the Contractor in due performance of its various obligations under the contract.

- a) Acts of God, heavy and incessant rain, dense fog severely affecting visibility, storm, cyclone, hurricane, flood, tsunami, earth quake, fire / smoke etc (to the extent originating from a source other than the equipment to be supplied, installed, operated and maintained by the Contractor).
- b) Strike, boycotts or other forms of labour unrest (excluding strike or boycotts by the employees of the Contractor or by the employees of the agents / representatives / sub-contractors engaged by the contractor) and labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the contractor.
- c) An act of war, riot etc.
- d) Industry wide or Statewide strikes or industrial actions.
- e) Any civil commotion, boycott or mass agitation which prevents the contractor in supplying /operating the equipment under the provisions of the contract.

#### **7.15.2 Notice of Force Majeure Event:**

a) The Contractor shall give notice to KoPT in writing of the occurrence of the Force Majeure Event as soon as the same arises which in any event shall be within 24 hours from the time of occurrence.

b) The notice shall inter-alia include full particulars of:

(i) the nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof,

(ii) the duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the Contractor to perform its obligations under the contract,

(iii) the measures which the Contractor has taken or proposes to take, to alleviate the impact of the Force Majeure Event , and

(iv) any other relevant information.

#### **7.15.3 Period of Force Majeure:**

Period of Force Majeure shall mean the period from the time of occurrence specified in the notice given by the Contractor in respect of Force Majeure Event until the earlier of:

(a) expiry of the period during which the Contractor is excused from performance of its obligations

OR (b) termination of the contract,

#### **7.15.4 Performance Excused:**

The Contractor to the extent rendered unable to perform its obligations or part thereof under 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 considered reasonable by KoPT consequent to the Force Majeure Event.

#### **7.15.5 Resumption of Performance:**

During the period of Force Majeure, the Contractor 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 Contractor shall also make efforts to resume performance of its obligations under the contract as soon as possible and upon resumption shall notify KoPT of the same in writing.

#### **7.15.6 Extension of time for performance of obligations:**

KoPT may grant extension of time to the Contractor for the performance of any obligation by such period not exceeding the period during which the relevant performance was affected by the Force Majeure Event. Such extension may include

extension of the contract by KoPT at its sole discretion without any change in the terms, conditions and rates of the ongoing contract.

#### 7.15.7 Effect of Force Majeure Event:

If the period of Force Majeure continues or is in the reasonable judgement of the parties is 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 terms.

#### 7.16 Event Of Default :

a) In case the delay successful in commissioning of the solution in totality exceeds 140 days from the last date of commissioning schedule (as given under **Clause 7.3(b)** of this tender document) or any extensions thereof as may be allowed in writing.

b) If the contractor fails to perform or discharge any of its obligations under the provisions of the contract.

c) The representation made, or documents / certificates submitted or warranties given by the successful tenderer (who subsequently became the contractor) / contractor during the tendering stage or during the currency of the contract is / are found to be false or misleading.

d) The contractor is adjudicated bankrupt or becomes insolvent.

e) The contractor assigns or transfers the full/ part of the contract to any third party.

f) If there is any change in control / ownership of the contractor arising from sale, assignment, transfer without prior permission of KoPT.

g) If the contractor through its employees gets engaged or wrongly takes part in prohibited or unlawful activities or even fails to prevent such prohibited / unlawful activities.

h) If any component of the commissioned solution remains non-operative/ the commissioned solution as a whole remains out of commission [reference clause 7.3(d) & (e) ] during the contract period for a continuous period of more than 15 days in a year (365 days). Year 1 in this case is to be reckoned from the date of issue of commissioning certificate.

i) If any component of the commissioned solution remains non-operative/ the commissioned solution as a whole remains out of commission during the contract period for a cumulative period of more than 30 days in a year (365 days). Year 1 in this case is to be reckoned from the date of issue of commissioning certificate.

### **7.17 Termination of Contract:**

- (a) If the event of occurrence of any event of default as mentioned in **Clause-7.16** of this tender document, Sr. Dy. Manager (Admn.) HDC/KoPT may through his authorized representative terminate the full or part of the contract after giving a notice of 30 days and his decision in the matter shall be final and binding on the successful tender.
- (b) During the termination notice period of 30 days as above, the successful Tenderer may be asked by HDC, KoPT to continue to discharge its obligations under the contract as may be mutually agreed upon with the objective, as far as possible, of ensuring continued availability of the facilities and services.
- (c) Upon termination of the contract, for any of the reasons, the Senior Deputy Manager (Administration), HDC, KoPT shall be entitled to execute the balance work as per the scope of work at the risk and expenses of the successful Tenderer through any independent agency for the balance / remaining period of the contract and to recover from the terminated successful Tenderer in addition to any other amount, compensation or cost of damages that HDC, KoPT is entitled to in terms of the other relevant clauses in the contract. HDC, KoPT will be entitled to retain or deduct money due under the contract from any amount due to the successful Tenderer under any other contract.
- (d) Security Deposit would be liable to forfeiture in case of pre-mature termination of the contract owing to breach of contractual obligation(s) by the successful tender.
- (e) No compensation whatsoever shall be paid by HDC, KoPT to the successful Tenderer in the event of termination of the contract.
- (f) If after termination, any amount is due to be paid by HDC, KoPT to the successful bidder, the same shall be paid after adjustment of the dues and damages receivable by HDC, KoPT from the successful tender.

### **7.18 Dispute Resolution:**

In the event of any dispute, question or difference arising during the contractual period or during any other time, as to any matter connected with or arising out of the contract, the decision of the Deputy Chairman, HDC, KoPT shall be final and binding upon all parties.

### **7.19. Expiry Of Contract With Efflux Of Time :**

- (a) Upon expiry of the contract with efflux of time, if any amount is due to be paid by KoPT to the Contractor, the same shall be paid after adjustment of the dues and damages receivable by KoPT from the Contractor.
- (b) No compensation shall be paid by KoPT to the Contractor on expiry of the contract.

## 7.20 Confidentiality of Information:

All confidential information and documents (whether financial, technical or otherwise) provided by either Party to the other shall not, unless compelled by law or the process of a Government Authority, be disclosed to any Person without the consent of the other Party with the exception of providing such information to legal advisors/auditors of the concerned party on a need-to-know basis. This covenant shall survive the Contract Period.

## 7.21 Priority of documents:

The several documents forming the contract are to be taken as mutually explanatory to one another, but in case of ambiguity or discrepancies, the same shall be explained and adjudicated by the Engineer of the Contract, who shall thereupon issue to the contractor instructions thereon, which will be final and binding on the Contractor. Unless otherwise provided in the contract, if the stipulations provided in the various documents forming a part of the contract are found to be in variation in any respect then, unless a different intention appears, the provision(s) of one will override others (but only to the extent these are at variance) in order of precedence as given in the list below i.e. A particular item in the list will take precedence over all those placed lower down the list:

- i. LOI
- ii. Special Conditions of Contract
- iii. Scope of Work and Terms of Payment
- iv. General instructions for the tenderers
- v. Other Instructions for the tenderers
- vi. General Conditions of Contract
- vii. Any other document(s) forming part of the Contract

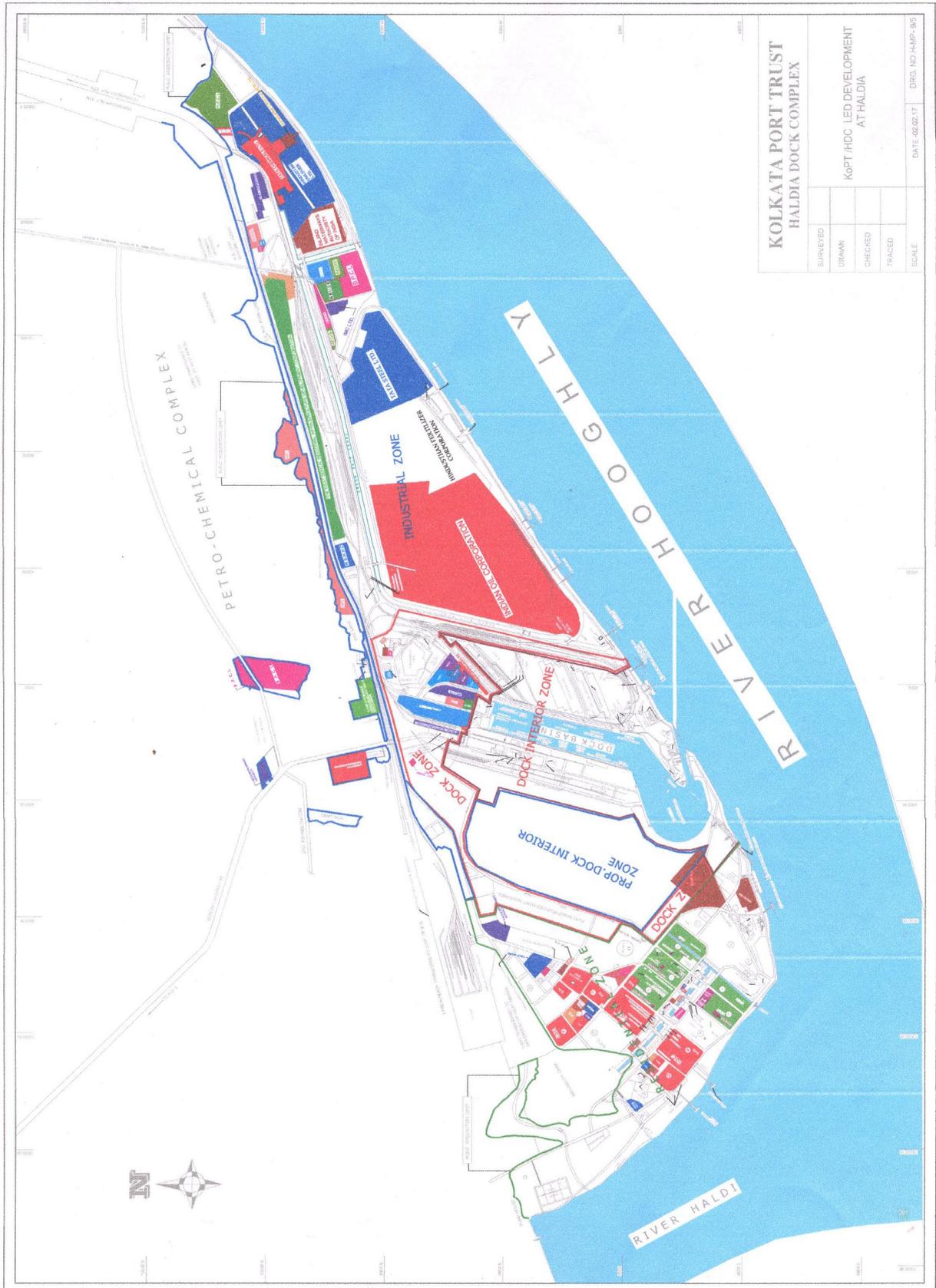
## 8. Pre-Bid Conference:

- (a) Pre-Bid Conference shall be held on June 20, 2017 at 11 AM at the Office of Sr. Dy. Manager (Administration), Haldia Dock Complex, Kolkata Port Trust at Jawahar Tower; Haldia Township; Purba Medinipur; West Bengal, India; PIN – 721 607. Interested Tenderers may participate, if they so desire.
- (b) The intending tenderers are advised to send their queries vide email to [jroy.hdc@nic.in](mailto:jroy.hdc@nic.in), [cchatterjee.hdc@nic.in](mailto:cchatterjee.hdc@nic.in) & [jayanto.hdc@nic.in](mailto:jayanto.hdc@nic.in) by June 19, 2017 as per format specified below for discussion during the Pre-Bid Conference –

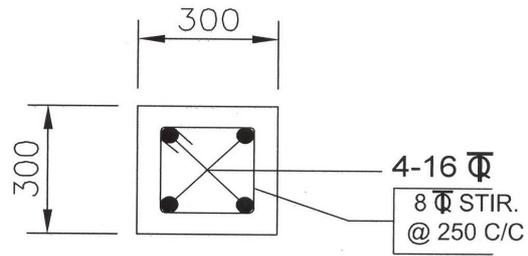
Sl.	Clause Reference	Query
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- (c) HDC, KoPT intends to furnish response to all queries without identifying the sources, in MSTC website as well as in [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) including modifications / amendments, if any, to the terms and conditions of the tender, scope of the project etc., which the intending tenderer is to note for submitting their tender. The amendments / modifications / clarifications shall be hosted in the form of an "Addendum", which shall become an integral part of the tender document for all purposes and shall be binding on the tenderer.

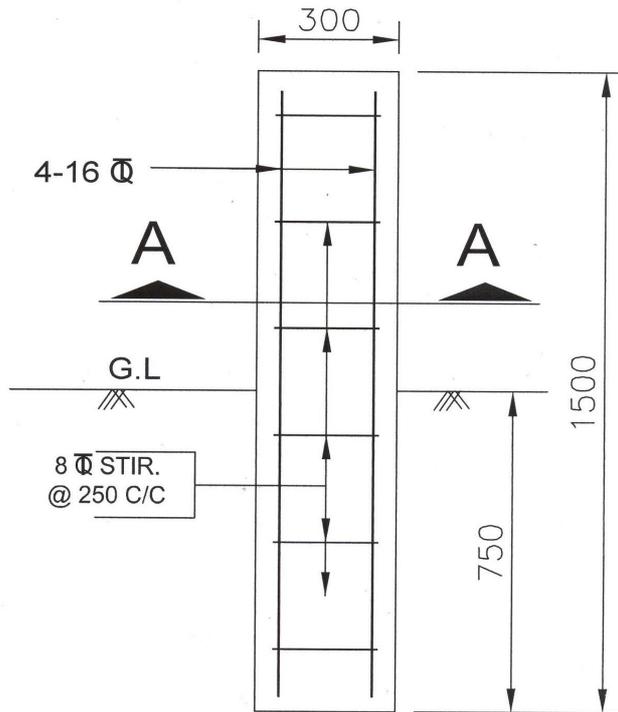
ANNEXURE - 11



KOLKATA PORT TRUST HALDA DOCK COMPLEX	
SURVEYED	
DRAWN	KoPT/HDC LED DEVELOPMENT AT HALDA
CHECKED	
TRACED	
SCALE	
DATE -02.02.17	DRG. NO-HMP-95



SEC. -A-A



SECTIONAL ELEVATION

(1:1 1/2:3) CONC.

DETAIL OF MARKING PILLAR

**LIST OF DOCUMENTS TO BE UPLOADED****(Documents to be downloaded, filled up, signed, scanned and uploaded)**

**Following documents for meeting the pre-qualification criteria should be uploaded by the Tenderer along with offer otherwise their offer may be rejected: -**

<p>1. The Tenderer shall submit evidence that the Tenderer has successfully executed similar work (Order letter and successful execution certificate to be provided) as per the following:  (1) At least 3 similar Works each worth not less than INR 80 Lacs (Eighty Lacs) over a period of last 7 years ending on 31.05.2017 or  (2) At least 2 similar Works each worth not less than INR 1 Crores (One Crores) over a period of last 7 years ending on 31.05.2017 or  (3) At least 1 similar Work each worth not less than INR 1.60 Crores (One point six zero crores) over a period of last 7 years ending on 31.05.2017  <b>NOTE: Similar work</b> shall mean having experience in survey of land , geo-referencing and development of land asset management software .  Certificate in the format as given at <b>Appendix-VII</b> is to be filled up and uploaded</p>
<p>2. The Tenderer shall submit audited balance sheet and Profit &amp; Loss account for the last 3 (three) financial years. Average annual financial turnover during the above mentioned period must be at least INR 60 Lacs (Rupees Sixty Lacs only). If due date (scheduled opening date of tender) falling within three months (April to June) of the closing of the latest financial year, the latest financial year may be ignored and financial turnover of the three years, year previous to the latest financial year may be considered.  Certificate in the format as given at <b>Appendix-VIII</b> is to be filled up and uploaded</p>
<p>3. Copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable. If this is not applicable, the Tenderer should submit a declaration in this regard.</p>
<p>4. The Tenderer shall submit certified copy of valid Service Tax Registration Number / Code Number.</p>
<p>5. Self certified copy of PAN</p>
<p>6. The Tenderer shall submit certified copy of 'Employees State Insurance (ESI) Registration Certificate' OR an Affidavit affirmed before a First Class Judicial Magistrate as per <b>Appendix - V</b> in case the Tenderer is not covered under ESI Act or exempted from it.</p>
<p>7. The Tenderer shall submit certified copy of 'Provident Fund Registration Certificate' OR an Affidavit affirmed before a First Class Judicial Magistrate as per <b>Appendix - VI</b> in case the Tenderer is not covered under Provident Fund Act or exempted from it</p>
<p><b>8. Power of Attorneys as per Appendix-II.</b></p>
<p><b>9. Profile of Tenderer as per Appendix- III.</b></p>
<p><b>10. Work Plan as per Appendix-IV</b></p>
<p><b>11. Covering Letter by the Tenderer as per Appendix-I</b></p>
<p>12 Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate for Micro &amp; Small Enterprises (MSEs) registered with NSIC (under single point registration scheme)</p>
<p><b>13. Indemnity Bond as per format given at Appendix-XI</b></p>
<p>14. All others supporting documents as indicated in the Tender Document , as may be applicable.</p>

**PROCEDURE OF PAYMENT OF EARNEST MONEY AND BID DOCUMENT FEE OF TENDERS OF HALDIA DOCK COMPLEX 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](http://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 (<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 CAPTCHA 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.

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

**COVERING LETTER**

Sr. Dy. Manager(Administration),  
Haldia Dock Complex,  
Kolkata Port Trust.

Sir,

Sub.: *Tender for Survey of koPT land at Haldia, Preparation of Geo-referenced maps, Digitization of records and Publishing of the information over www.[Tender No. (AD/E/1251/GIS/II/2017).*

1. I / We -----(Name of the Bidder) have carefully examined, read and fully understood the contents of the Tender Document No.Ad/E/1251/GIS/II/2017 and all other related documents and clauses in connection with this tender, hereby submit our offer for subject tender at Haldia Dock Complex Kolkata Port Trust .
2. I / We **accept** all the terms & conditions of the Tender Document **(AD/E/1251/GIS/II/2017)**.
3. I/We declare that my/our offer has no deviation from the Terms & Conditions of the instant Tender Document.
4. I / We have deposited requisite Earnest Money and Tender/Bid Document fee for the tender.

Or

I /We have submitted documentary evidences for Micro & Small Enterprises (MSEs) registered with NSIC (Under single point registration scheme) as per tender conditions.

[Please strike out the alternative which is not applicable in your case out of the above two and initial the same].

5. I / We have submitted copies of the required documents as mentioned in this Tender Document duly certified .
6. I/We declare that I/we, are not a Member/associate of any other tenderer applying for pre-qualification.
7. I/We, on behalf of my/our concern / company hereby declare that I/ any partner /any director of my/our concern / company or any associate is not associated with any other tenderer bidding for the instant work.
8. I/We have not altered /deleted /added any Terms & Conditions in the tender document.

9. I/We shall make available to Haldia Dock Complex, Kolkata Port Trust (hereinafter referred to as KoPT) any additional information it may find necessary or require to supplement or authenticate the Tender.
10. I/we acknowledge the right of KoPT to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
11. I/we also certify the following:
- a. I/we 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
  - b. I/we certify that in the last three years, I/We have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority/entity nor have had any contract terminated by any public authority / entity for breach on our part.
12. I/we declare that:
- a) I/we have examined and have no reservations to the Tender Document, including the Addenda issued by KoPT thereon.
  - b) I/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.
13. I/we understand that KoPT reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
14. -----( Name of Tenderer) hereby undertakes that I/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.
15. I/We certify that in terms of the Tender Document, my / our Average Annual Financial Turnover for the last 3(three) years ending 31.03.2017 is Rs ..... (Rs.in words) and Aggregate Technical Capacity is Rs..... (Rs in words).
16. I/We agree and undertake to be jointly and severally liable for all the obligations of the contract under the Contract Agreement/LOI in accordance with the Contract Agreement/LOI.
17. I/We, on behalf of my/our concern / company hereby declare that, price quoted only in the Price Bid [PART – II] , strictly as per the **specified format, without any extraneous condition. There is no change in the format of Un-priced Price Bid .** Except in the Price Bid, the price has not been mentioned/ disclosed in any other place of our tender/offer.

In Witness thereof, I/We submit this application under and in accordance with the terms of this tender document.

Yours faithfully,

Date: (Signature, name and Designation of the Authorised Signatory)

Place: Name and seal of the tenderer

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

**Format For Power Of Attorney For Signing Of Tender**

(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 10 )

Dated: \_\_\_\_\_

POWER OF ATTORNEY

To whomsoever it may concern

Mr. \_\_\_\_\_ [Name of the Person], residing at \_\_\_\_\_ [Address of the person], acting as \_\_\_\_\_ [Designation of the person and name of the firm], and whose signature is attested below, is hereby authorized on behalf of \_\_\_\_\_ [Name of the Tenderer] to sign the tender [(Tender No. ....and (Tender subject- "....."))] and submit the same and is hereby further authorized to provide relevant information/ document and respond to the enquiry's etc. as may be required by Kolkata Port Trust (KoPT) in respect of the tender.

And I/ we hereby agree that all acts, deeds and things lawfully done by our said attorney shall be construed as acts, deeds and things done by us and I/ we undertake to ratify and confirm all and whatsoever that my / our said attorney shall lawfully do or cause to be done for me / us by virtue of the power hereby given.

(Attested signature of Mr. \_\_\_\_\_)

For \_\_\_\_\_(Name of the Tenderer)

\_\_\_\_\_  
( Signature with Office Seal )

Date :-	Name	:-
Place:	Designation	:-
	Address	:-



(a) .


5. The following information shall also be provided for the Tenderer:

Name of Tenderer:

No.	Criteria	Yes	No
i	Has the Tenderer been barred by the 'Central/ State Government, or any entity controlled by them], from participating in any project (DBFOT or otherwise).		
ii	If the answer 1 is yes, does the bar subsist as on the date of submission of tender?		
iii	Has the Tenderer paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

6	Details of the Banker(s):	
a)	Name of the Banker(s), in full.	
b)	Address(es) OF THE Banker(s)	
c)	Telephone Number(s)	
	FAX Number(s)	
	E-mail Address(es)	
	Name(s) of the contact person(s)	
7	Details of Income Tax, Excise Duty, Service Tax and Professional Tax (if applicable):	
a)	Permanent Income Tax Account No.	

	(PAN) of Income Tax.	
b)	Excise Duty Registration No.	
c)	Service Tax Registration No.	
d)	Professional Tax Registration No. , if applicable.	
8	Trade License No.	
9	Reference No. of NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate, if applicable.	

Note: In case of ' Non-applicability' regarding the above, if any, reason(s) should be clearly furnished along with supporting documents.

.....

Signature of Authorized Signatory

Name: .....

Designation: .....

Date : .....

Seal :

**APPENDIX- IV**

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

**WORK PLAN FOR IMPLEMENTATION OF THE PROPOSED PROJECT  
BY THE TENDERERS**

1	Work Plan / Methodology for implementation of the proposed project including:  (i) Details of the satellite imagery including source , as applicable  (ii) Scale of the base map to be prepared [Ref. Clause: 2.2(b)]	
2	Schedule of implementation of proposed project	
3	Manpower to be deployed for the work.	
4	Any other information that the tenderer likes to furnish.	

[Tenderer may attach separate sheets]

Date : \_\_\_\_\_

\_\_\_\_\_

(Signature)

Place : \_\_\_\_\_

(Designation & Seal of Office)

Enclosures : \_\_\_\_\_ Nos.

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

**Affidavit Format in case the Tenderer is not covered under ESI Act or exempted**

On 10/- (Rupees Ten) Non-judicial Stamp Paper

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT

\_\_\_\_\_

Affidavit

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

1. THAT I am the Proprietor/Partner/Director \_\_\_\_\_ having office at \_\_\_\_\_ and carrying on business on the same name and style.

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

2. THAT my aforesaid Firm is exempted from Employees' State Insurance (E.S.I.) Act and the said Firm has no valid E.S.I. Registration.

3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the clause no. \_\_\_\_\_ of the Tender vide Tender no. \_\_\_\_\_ issued by the Kolkata Port Trust in respect of the work (the work is to be mentioned).

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

Deponent

Identified by: .....

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

**Affidavit Format in case the Tenderer is not covered under Provident Fund Act or Exempted**

On 10/- (Rupees Ten) Non Judicial Stamp Paper

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT

\_\_\_\_\_

Affidavit

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

1. THAT I am the Proprietor/Partner/Director \_\_\_\_\_ having office at \_\_\_\_\_ and carrying on business on the same name and style.

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

2. THAT my aforesaid Firm is exempted from Provident Fund Act and the said Firm has no valid Provident Fund Registration.

3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the clause no. \_\_\_\_\_ of the Tender vide Tender no. \_\_\_\_\_ issued by the Kolkata Port Trust in respect of the work (the work is to be mentioned).

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

Deponent

Identified by: .....

**APPENDIX-VII**

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

**FORMAT FOR DEMONSTRATING TECHNICAL CAPACITY & EXPERIENCE**

The details of eligible experience may be given as per the following table duly substantiated by the documentary evidences as mentioned below.

Details of experience during last 7 years ending on 31.05.2017 (Reference Clause 3.3)

Sl. No.	Work Order Reference No. and the name of the organization who placed the order	Date of completion of work	Details of work completion certificate

**Note :**

The tenderer shall submit certified copies of all Work Orders and Work Completion Certificate(s) to substantiate the details given above along with his Techno-Commercial Bid.

Signature of Authorized Signatory .....

Name : .....

Designation : .....

Date : .....

Seal

**CERTIFIED BY**

Name of Statutory Auditor /Chartered Accountant Firm  
.....

Registration no. & other details .....

Name of Signatory .....

Signature.....

Designation .....

Date

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

**FORMAT FOR DEMONSTRATING FINANCIAL CAPACITY (in Rs lakhs) (Reference Clause 3.4)**

<b>Name of Tenderer</b>	<b>Annual Financial Turn Over (Average of last 3 years)</b>
(1)	(2)

Name & Address of Applicant's Bankers .....

- A Tenderer should fill in details as per the above format
- The Tenderer should provide details of its own Financial Capacity.

**Average Financial Turnover should be certified by Statutory Auditor/ Certified Public Accountant / Chartered Accountant**

**Signature of Authorized Signatory .....**

**Name:** .....

**Designation:** .....

**Date :** .....

**Seal**

**CERTIFIED BY**

**Name of Statutory Auditor/Chartered Accountant Firm .....**

**Registration No. & other details .....**

**Name of the Signatory .....**

**Signature .....**

**Designation .....**

**Date**

**APPENDIX- IX**

**Draft Proforma of Bank Guarantee ( Performance Bond ) in lieu of cash Security Deposit, to be issued by the Calcutta / Haldia Branch, as the case may be, of any nationalised Bank of India on Non-Judicial Stamp Paper worth Rs. 50/- or as decided by the Engineer / Legal Adviser of the Trustees.**

To  
The Board of Trustees  
for the Port of Calcutta,

BANK GUARANTEE NO ..... DATE

.....

Name of Issuing Bank

.....

Name of Branch .....

Address .....

In consideration of the Board of Trustees of the Port of Calcutta, a body corporate-  
duly constituted under the Major Port Trusts Act, 1963 (Act 38 of 1963), having agreed to  
exempt Shri / Messrs ....., a Proprietary / Partnership /  
Limited / Registered Company, having its Registered Office at  
..... (hereinafter referred to as "The  
Contractor") from cash payment of Security Deposit / payment of Security Deposit through  
deduction from the Contractors' bills under the terms and conditions of a contract made  
between the Trustees and the Contractor for  
..... (write the name of the work  
as per Work Order) in terms of the Work Order No. .... dated  
..... (hereinafter referred to as "the said contract"), for the due fulfilment by the  
contractor of all the terms and conditions contained in the said contract, on submission of a  
Bank Guarantee for Rs. .... (Rupees .....),  
we, ..... Branch, Calcutta  
..... / Haldia, do, on the advice of the contractor,  
hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said  
sum of Rs. .... (Rupees .....  
.....) We, .....  
..... Branch, Calcutta  
..... / 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, Calcutta ..... / 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 "Calcutta Port Trust", without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us, ..... (Name of the Bank), ..... Branch, Calcutta ..... / Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We, ..... Branch, Calcutta ..... / 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 contractor.

2. We, ..... Branch, Calcutta ..... / Haldia, further agree that a mere demand by the Trustees at anytime and in the manner aforesaid, is sufficient for us, ..... Branch, Calcutta ..... / 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 contractor and no protest by the contractor, made either directly or indirectly or through Court, can be valid ground for us, ..... Branch, Calcutta ..... / Haldia, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. We, ..... Branch, Calcutta ..... / Haldia, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and / or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/ fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of ..... 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, Calcutta ..... / 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 contractor for such extension of validity of this Bank Guarantee.

4. We, ..... Branch, Calcutta ..... / 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 contract to extend the time for full performance of the said contract including fulfilling all obligations under the said contract or to extend the time for full performance of the said contract

including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the contractor and to forebear or enforce any of terms and conditions relating to the said contract and We, ..... Branch, Calcutta ..... / Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us, ..... Branch, Calcutta ..... / Haldia.

5. We, ..... Branch, Calcutta ..... / 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 .....  
CALCUTTA ..... / HALDIA  
(OFFICIAL SEAL OF THE BANK)

**FORMAT OF AGREEMENT**

THE BOARD OF TRUSTEES FOR THE PORT OF CALCUTTA

THIS AGREEMENT made this ..... day of ..... 20 ..... between the Board of Trustees for the Port of Calcutta, a body corporate constituted by the Major Port Trust Act, 1963 (hereinafter called "Trustees" which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and ..... (hereinafter called "the Contractor, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part

WHEREAS the Trustees are desirous that certain Works should be executed, viz ..... and have accepted a Tender / offer by the Contractor for the survey, development, completion and maintenance of such works NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words expressions shall have the same meanings as are respectively assigned to them in General Conditions Of Contract, hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement , viz :-
  - a. The said Tender/Offer & the acceptance of Tender/ Offer and its enclosures.
  - b. Drawings, if any
  - c. The General Conditions Of Contract.
  - d. Special Conditions Of Contract (If any).
  - e. The Conditions Of Tender.
  - f. The Specifications.
  - g. Bill of Quantities
  - h. All Trustees' Schedule of rates & prices (if any).
  - i. All correspondences by which the contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the contractor hereby covenant with the Trustees to execute ,complete and maintain the work in conformity in all respects with the provisions of Contract.
4. The Trustees hereby covenants to pay to the contractor in consideration of such execution construction, completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the contractor.

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed (or have set their respective hands and seals) the day and year first above written.

The Seal of \_\_\_\_\_  
was hereunto affixed in the presence of :

Name :- \_\_\_\_\_

Address :- \_\_\_\_\_

OR

SIGNED SEALED AND DELIVERED

By the said \_\_\_\_\_

In the presence of :

Name :- \_\_\_\_\_

Address :- \_\_\_\_\_

The Common Seal of the Trustees was hereunto affixed in the presence of :

Name :- \_\_\_\_\_

Address :- \_\_\_\_\_

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

On 100/- (Rupees Sixty) Non-judicial Stamp Paper

**FORMAT OF INDEMNITY BOND**

BY THIS BOND I, Shri/Smt. -----, son/daughter of Shri/Smt. -----  
-----, residing at -----  
-----, by occupation -----, the  
Partner/Proprietor/Director of the Firm -----, having it's  
office at-----, am a tenderer under Kolkata Port Trust (A Statutory  
Body under the MPT Act, 1963).

2. WHEREAS , the said Kolkata Port Trust had asked every Tenderer, who is not covered under Employees' State Insurance (E.S.I.) Act (exempted),to furnish an Indemnity Bond in favour of Kolkata Port trust against all damages and accidents to the labourer of the Tenderer/ Contractor.

3. 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 Tender No.-----

4. AND the Contractor hereunder agrees to indemnify and all times keep indemnified the Kolkata Port Trust and its administrator and representatives and also all such possible claim or demand for damages and accidents.

IN WITNESS WHEREOF I, -----, the  
Partner/Proprietor/Director/Authorised representative of the Firm -----  
-----, hereto set and seal this the ----- day of-----  
-----.

**PRICE BID FORMAT****[TENDERER NOT TO QUOTE HERE, QUOTE ONLY ONLINE]****SCHEDULE OF RATES****SECTION A:**

Description	Quoted Amount excluding Taxes (IN INR) (In Figure)
I	II
"Scope of Work as given under Clause – 2 of this Tender Document (No. Ad/E/1251/GIS/II/2017)	<div style="border: 1px solid black; padding: 5px;"> <p><b><u>This is a SAMPLE for quoting PRICE BID. Tenderers are advised not to quote here. The PRICE BID is to be quoted ONLINE ONLY.</u></b></p> </div>

**NOTE:** The tax amount shall be paid extra as applicable on actuals on submission of required documents.

**SECTION B: Break-up of total Taxes & Duties, including service tax and related cess as per Clause No. 7.5(g)**

Sl. No.	Applicable Tax/Cess Name	Applicable Rate (in %)(In Figure)	Amount (IN INR) (In Figure)
I	II	III	IV
1	Excise Duty		
2	VAT / CST		
3	Service Tax and Cesses		
4	Any other Taxes		

**Note 1:** The detailed applicable tax break up including service tax and related Cess should be submitted by the tenderers under Section B of their Price Bid in order to assess the impact of future tax levied, if any on the contract price.

**SECTION C:****RATE QUOTED FOR UNDERGROUND SURVEY OF PHYSICAL ASSETS**

Description	Quoted rate excluding Taxes (IN INR) (In Figure) (per Scan Kilometer of width 6 metre & depth 3 to 5 metre)	Tax Amount (IN INR) (In Figure)
<u>I</u>	<u>II</u>	<u>III</u>
Underground survey of physical assets using Ground Penetrating Radar (GPR) Survey Tool		

**Note :** The rate quoted for the underground survey using GPR tool will not be considered for evaluation purpose for this tender [Reference clause-2.1(c) of this tender document].